

Warsaw, 29.07.2024

PRICE INQUIRY NO. NUSI/78/PR69912/2024

In connection with the implementation of the project titled “*Development of a universal fast-response platform, based on RNA technology, ensuring the national drug and epidemiological safety*”, funded from the state budget by the Medical Research Agency, Zakłady Farmaceutyczne Polpharma S.A., you are kindly requested to submit a bid **for the purchase and delivery of the raw materials for oligonucleotide synthesis.**

I. NAME AND ADDRESS OF THE BUYER

Zakłady Farmaceutyczne Polpharma S.A.

ul. Pelplińska 19, 83-200 Starogard Gdański, Polska

II. PRICE INQUIRY PROCEDURE

1. This price inquiry is not subject to the provisions of the Public Procurement Law of 11 September 2019 (consolidated text: Journal of Laws of 2019, item 2019)
2. The procedure is being conducted as an intentional and cost-efficient market assessment study while respecting the following rules:
 - 1) achieving the best possible outcomes using the available measures;
 - 2) choosing the best possible means and methods to meet the pre-defined objectives;
 - 3) ensuring transparency, fair competition and equal treatment of contractors.

III. DESCRIPTION OF THE SUBJECT OF THE PRICE INQUIRY

- 3.1. The subject of the Price Inquiry is **the purchase and delivery of the raw materials for oligonucleotide synthesis.**
 1. **Part 1** - Diphenylacetyl disulfide, CAS 15088-78-5, Purity - NLT 95%, water content - NLT 300 ppm, package - 6*0,1 kg and 4*1 kg, quantity in total 4.6 kg
 2. **Part 2** - 3A molecular sieve, CAS 15088-78-5, Purity - spherical, 8-12 mesh, package - 6*1 kg and 7*5 kg, quantity in total 41 kg
- 3.2. CPV code: 24950000-8 specialized chemical products

IV. PRICE INQUIRY DELIVERY SITE AND DATE

- 4.1. The subject of the Price Inquiry must be delivered to the Buyer's offices at: Zakłady Farmaceutyczne Polpharma S.A. ul. Pelplińska 19, 83-200 Starogard Gdański, Polska
- 4.2. Transport in conditions compliant with the requirements specified by the substance manufacturer.
- 4.3. The order will be generated as soon as the Contractor is selected.
- 4.4. **Delivery time for the subject of the price inquiry:**
 1. **Part 1** - Diphenylacetyl disulfide, 0.6 kg until 30.08.2024, 4 kg until 20.12.2024
 2. **Part 2** - 3A molecular sieve, 6 kg until 30.08.2024, 35 kg until 20.12.2024
- 4.5. **Offers with the possibility of delivery later than noticed in 4.4 points will be rejected.**
- 4.6. **The planned date for signing the contract/purchase order is August 2024.**

V. GENERAL REQUIREMENTS

- 5.1. Buyer allows the submission of partial offers. A Seller wishing to submit a partial offer must offer the full scope of a given part in 4.3 points.
- 5.2. The Buyer does not allow quantities other than those indicated in the specification.
- 5.3. The Seller will provide **sample CoA certificates confirming the requirements contained in the specification along with the offer.**
Together with the delivery, the supplier will provide certificates for the ordered products.

VI. METHOD OF PRICE CALCULATION

- 6.1. Bid price calculation: the price should be calculated as a net amount.
- 6.2. Bids with the price given in a currency other than PLN will be converted to PLN at the average exchange rate of the National Bank of Poland (<https://www.nbp.pl/>) on the end date of the time limit for the submission of bids.
- 6.3. **The price should include all the costs** related to the preparation and performance of the subject of the Price Inquiry, **including delivery cost, insurance cost and others.**
- 6.4. The price given in the bid cannot change during contract performance.

VII. CONTRACT AWARD CRITERIA

- 7.1. The bids will be evaluated based on the following criteria:
 - Price – 100%,
- 7.2. The evaluation criteria apply both to partial bids and bids covering all parts of the subject of the order. The evaluation will be performed and scores will be awarded for each part of the subject of the order separately, regardless of whether the bid covers all or only some parts of the subject of the order.
- 7.3. The scoring of the bid will be calculated according to the following formula:

$$O_P = P_C$$

where:

- O_P - the bid score
 P_C - score for the criterion 'price'

- 7.4. The score (P_C) for the criterion 'price' will be calculated as follows:

$$P_C = \frac{C_N}{C_B} * 100 \text{ points}$$

where:

- P_C - score for the criterion 'price'
 C_N - the lowest total net price based on non-rejected bids
 C_B - total net price of the bid under evaluation

For evaluation Bids with the price given in a currency other than PLN will be converted to PLN at the average exchange rate of the National Bank of Poland as at the final date for the submission of bids.

- 7.5. The bid with the highest score out of all the non-rejected bids will be considered the best bid. The maximum score that can be awarded is 100 points. Calculations will be made in two decimal places.

VIII. PLACE AND DATES FOR SUBMITTING AND OPENING BIDS

- 8.1. The final **deadline for submitting bids is 05.08.2024r.** Bids can be sent in electronic format or scanned documents to the following address: barbara.wendolowska@polpharma.com as an electronic signature document or documents scan.
- 8.2. **The bid should be signed by persons authorized to represent the Bidder by virtue of entries in relevant registers or by virtue of a power of attorney. The power of attorney should be attached to the bid.**
- 8.3. The date and the time when the bid is received by the Buyer determines whether the submission deadline has been complied with.
- 8.4. No bids submitted past the submission deadline will be considered.
- 8.5. The Buyer is not planning to hold a public opening of the bids.
- 8.6. Bids may be modified or withdrawn prior to the end of the time limit for the submission of bids.

IX. PREPARATION OF BIDS

- 9.1. The Seller must draw up a **single price bid using the form attached as Appendix 1** hereto. Submitting more than one bid for a particular part will result in all bids submitted by the Seller being rejected.
- 9.2. Bid must be prepared in the Polish or English language version,
- 9.3. Bidders are required to carefully read the information contained in the Price Inquiry.
- 9.4. Any costs and expenses incurred in connection with the preparation and submission of bids are to be paid by the respective Bidders.
- 9.5. Until the end of the time limit for the submission of bids, the Customer reserves the right to amend or add new information to this Price Inquiry.
- 9.6. The submitted bids will remain valid and binding for 60 calendar days from the end date of the time limit for the submission of bids.

X. COMMUNICATIONS BETWEEN THE BUYER AND SELLERS, PERSONS AUTHORISED FOR CONTACT

- 10.1. During the tender procedure the Buyer and the Sellers submit all declarations, requests, notices and information in Polish.
- 10.2. The receipt of any notices, declarations, requests and information submitted electronically must be immediately confirmed at the request of each of the Parties.
- 10.3. If the Seller has not confirmed the receipt of the correspondence, the Buyer will assume that the correspondence sent by the Buyer to the e-mail address provided by the Seller has been delivered in a way that enables the Seller to read it.
- 10.4. Any correspondence about this Price Inquiry should be sent to e-mail: Barbara.wendolowska@polpharma.com
- 10.5. In any correspondence related to this Price Inquiry, the Seller should use the procedure number: Price Inquiry No. **NUSI/78/PR69912/2024**
- 10.6. Barbara Wendolowska is the person authorized to communicate with the Seller.

- 10.7. No information, clarifications or replies to any queries submitted to the Buyer will be provided orally or by phone.
- 10.8. Any questions about this Price Inquiry should be sent by e-mail to the address provided above, not later than 3 days before the end of the time limit for the submission of bids.
- 10.9. Replies to the answers and adding more detailed information to the Price Inquiry following questions from prospective Sellers will be sent to the entity requesting that information.

XI. BID EVALUATION PROCEDURE AND PUBLICATION OF RESULTS

- 11.1. During the examination and evaluation of the submitted bids, the Buyer may request the Seller to provide additional information (if it does not infringe competition) and clarifications related to the submitted bids. The Buyer may also ask the Seller to correct evident mistakes and calculation errors.
- 11.2. The Buyer reserves the right to verify, during the bid evaluation, the documents, statements, lists, data and information provided by the Sellers.
- 11.3. If two or more Sellers have the same score, the bid which is best in terms of the environmental and climate impact will be selected. For this purpose, the Buyer has the right to request the Seller with the highest final score to supplement the bid with more information requested by the Buyer concerning the environmental impact of the subject of the bid.
- 11.4. The Ordering Party reserves the right to cancel the proceedings without giving a reason. In case of cancellation of the order procedure, the suppliers do not have a claim for reimbursement of participation costs.
- 11.5. **The Ordering Party reserves the possibility of negotiations with the selected bidder**, who, in the course of examining bids, scored the highest number of points. The negotiations conducted do not change the result of the proceedings.

XII. ADDITIONAL INFORMATION

- 12.1. The Bidder bears all costs related to the preparation and submission of the bid.
- 12.2. Until the deadline for submission of bids, the Buyer reserves the right to change or add the content of this price inquiry.

XIII. CHANGES IN THE CONTRACT

- 13.1. The Ordering Party reserves the right **to make significant changes in the Contract for the offered services** compared to the content of the offer on which the Bidder was chosen, in the following range and situations:
 - 13.1.1. changes in laws, to the extent that they affect the implementation of the Contract (especially changes in VAT rates);
 - 13.1.2. improving the technical parameters of the Contract subject, regarding the updates of solutions due to technological progress, without affecting the gross lump sum price
 - 13.1.3. extending the deadline for the implementation of the Contract due to the need to perform additional work, the execution of which is necessary for the proper Contract execution, and which the Ordering Party could not predict earlier, acting with due diligence; subject to sub-point 13.1.6 below;
 - 13.1.4. extending the deadline for the Contract implementation due to force majeure and all its consequences related to the extension of this deadline;
 - 13.1.5. changing the parameters of the Contract subject, not causing the change in the nature of the Contract - technological changes, in particular: the necessity to implement the Contract



using other technical/technological, material solutions than indicated in the Price Inquiry in a situation where the application of the planned solutions would risk non-performance or defective performance of the Contract, subject to sub-point 13.1.7. below;

13.1.6. changes concerning the implementation of additional deliveries or services of the Binder, not covered by the Contract, if they became necessary and the following conditions were met together:

- the change of the Binder cannot be made for economic or technical reasons, in particular regarding interchangeability or interoperability of equipment, services or installations, ordered as part of the basic subject of the Contract,
- the change of the Binder would cause significant inconvenience or a significant increase in costs for the Ordering Party,
- the value of each subsequent change does not exceed 50% of the net value of the original subject of the Contract net;

13.1.7. the change does not lead to a change in the nature of the Contract and the following conditions have been met together:

- the need to change the Contract is caused by circumstances which the Ordering Party, acting with due diligence, could not predict,
- the value of the change does not exceed 50% of the original net value of the subject of the Contract;

13.1.8. The Binder is to be replaced by a new binder:

- as a result of merger, division, transformation, bankruptcy, restructuring or acquisition of the Binder or its enterprise, provided that the new contractor meets the conditions for participation in the procedure, there are no grounds for exclusion against him and this does not entail other significant changes to the Contract,
- as a result of the Ordering Party taking over the obligations of the Binder towards its subcontractors.
- the change of the contract does not lead to a change in its nature.

13.2 The Ordering Party also envisages the possibility of **making non-significant changes to the provisions of the concluded Contract** compared to the content of the offer on which the Contractor was chosen.

13.3 Changes to the Contract will be introduced in the form of annexes signed by both Parties, and the possibility of their introduction depends on the acceptance by the Ordering Party.

XIV. LIST OF APPENDICES

The following appendices are attached to this Price Inquiry:

Appendix number	Appendix title
Appendix 1	Bid Form