

Warsaw, 25.04.2025 r.

**PRICE INQUIRY No. NUSI 112/PR92515/2025
conducted in the mode of market research**

In connection with the implementation of the project entitled. „Development of a universal fast-response platform, based on RNA technology, ensuring the national drug and epidemiological safety” financed from the state budget by the Medical Research Agency, Zakłady Farmaceutyczne Polpharma S.A., ask for the submission of offers for the **analysis of the qualitative composition of the surface of the reference packaging with the use of XPS - 3 samples (sent at once/in one shipment for analysis), described in detail in point III.**

I. NAME AND ADDRESS OF THE CONTRACTING AUTHORITY

Zakłady Farmaceutyczne Polpharma S.A.
ul. Pelplińska 19
83-200 Starogard Gdański

II. PROCEDURE FOR AWARDING THE CONTRACT

- II.1.** This order is not subject to the provisions of the Act of 11 September 2019. Public Procurement Law (i.e. Journal of Laws of 2019, item 2019)
- II.2.** Proceedings conducted in the mode of market research, in a purposeful and economical manner in accordance with the principles:
- 1) getting the best results from your inputs;
 - 2) optimal selection of methods and means to achieve the assumed goals
 - 3) transparency, fair competition and equal treatment of contractors

III. DESCRIPTION OF THE SUBJECT OF THE INQUIRY

- III.1.** The subject of the price inquiry is: analysis of the qualitative composition of the surface of the reference packaging with the use of XPS - 3 samples (includes: preparation of the delivered samples and their analysis).
- III.2.** CPV CODE: 73100000-9 Research and experimentation-development services
- III.3.** Scope of the price inquiry:
- III.3.1.** Carrying out an analysis of the qualitative composition of the surface of the reference packaging with XPS - 3 samples (includes: preparation of the provided samples and their analysis, samples will be delivered at once/in one shipment).
 - III.3.2.** Providing a report of the analyses carried out with a detailed description of the sample preparation methodology and the analyses performed, results and raw data for the samples tested.
 - III.3.3.** Deadline for each order, no longer than 60 days from the date of delivery of the material for testing.
 - III.3.4.** The Ordering Party will provide material for testing in the amount of 3 samples for the implementation of the service. The cost of delivery of samples for testing is on the part of the Ordering Party, the remaining costs related to the performance of the analyses are on the side of the Bidder.

III.3.5. Scope of service:

Subject of the contract	Basic order
Performing an analysis of the surface qualitative composition of the reference packaging with XPS - 3 samples (includes: preparation of the samples provided and their analysis: samples will be delivered at once/in one shipment)	3 samples

III.4. The Contracting Authority does not allow the submission of partial or variant offers.

IV. PLACE AND DATE OF IMPLEMENTATION OF THE PRICE INQUIRY

IV.1 Planned date of signing the contract / order: **May/June 2025**.

IV.2 The planned period of implementation of the subject of the price inquiry is set for the period May/June, from the moment of signing the contract / order, with the possibility of extension.

IV.3 The organization and cost of sending samples for testing is the responsibility of the Ordering Party.

V. REQUIREMENTS FROM CONTRACTORS

V.1. Contractors who meet the following conditions may apply for the award of the contract:

V.1.1. They have access to an XPS X-ray spectroscope equipped with a low-power monochromatic and non-monochromatic source.

V.1.2. Have knowledge and experience documented in the field of measurements using XPS with at least five publications.

V.1.3. They have the ability to prepare the sample in a protective atmosphere and transport the sample to the measuring chamber in anaerobic and anhydrous conditions.

V.1.4. Entities with respect to which circumstances occur are excluded from participation in the proceedings:

- a) described in Article 7(1) of the Act of 13 April 2022 on special solutions for counteracting support for aggression against Ukraine and for the protection of national security;
1. described in Article 5k of Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine

How the condition is assessed:

The Contracting Authority will consider that the Contractor meets this condition if the Contractor submits a statement on the meeting the conditions for participation in the procedure (Appendix No. 2 to the Request for Proposal). The Contracting Authority reserves the right to verify the fulfillment of the conditions at the bidder's office or to call for the presentation of relevant documentation.

VI. PLACE AND DEADLINE FOR SUBMISSION OF TENDERS

VI.1. Offers should be submitted by the deadline of **09.05.2025**.

- in electronic form (in the form of a scan of a signed document) to the following address:: pawel.pieta@polpharma.com

Submission of an offer will be considered effective if the complete offer is received by e-mail at the address provided above within the time limit specified in this point.

VI.2. Offers submitted after the deadline will not be considered.

VII. UNDERSTAND HOW PRICING IS CALCULATED

- VII.1.** How the bid price is calculated: the price should be calculated net and gross.
- VII.2.** Offers submitted in a currency other than PLN will be converted into PLN at the average exchange rate of the National Bank of Poland (<https://www.nbp.pl/>) as of the closing date for submission of offers.
- VII.3.** The price should include all costs related to the preparation and execution of the subject of the inquiry.
- VII.4.** The price submitted in the offer cannot be changed during the performance of the contract.

VIII. DESCRIPTION OF THE CRITERIA TO BE FOLLOWED BY THE CONTRACTING AUTHORITY WHEN SELECTING THE TENDER

- VIII.1.** When evaluating the offers, the Contracting Authority will be guided by the given criteria:
- Total net price - 3 samples – 80 %
 - Time of analysis – 20%

- VIII.2.** The point evaluation of the offer will be made in accordance with the template:

$$O_P = P_C + P_S$$

where:

- O_P - Score of the offer
- P_C - number of points obtained in the criterion "Net price"
- P_S - number of points obtained in the criterion "Time of performing the analyses"

- VIII.3.** The number of points (P_C) in the "Net price" criterion will be calculated according to the formula:

$$P_C = \frac{c_N}{c_B} * 80 \text{ pkt}$$

where:

- P_C - number of points for the criterion "Net price"
- C_N - among the offers not rejected, the lowest total net price of the order
- C_B - total net price of the examined offer

Offers submitted in a currency other than PLN will be converted into PLN at the average exchange rate of the National Bank of Poland as of the closing date for submission of offers.

- VIII.4.** Number of points (P_S) criterion "Time of performing analyses" will be calculated according to the formula:

$$P_S = \frac{S_N}{S_B} * 20 \text{ pkt}$$

where:

- P_S - number of points for the criterion "Time of performing analyses"
- S_N - among the unrejected offers, the shortest time to perform the analysis
- S_B - Time of analysis

The Buyer understands the time of performing the analyses as the time counted in calendar days from the date of placing the order by the Buyer to the execution by the Seller.

The offer will be rejected if the delivery time of the subject of the price inquiry is longer than 60 calendar days.

VIII.5 The offer from among the unrejected offers, which in total will receive the highest number of points, will be considered the most advantageous. The maximum Seller can get 100 points. Calculations will be made with an accuracy of two decimal places.

IX. DESCRIPTION OF HOW TO PREPARE THE OFFER

- IX.1.** The Bidder should prepare one price offer in accordance with the template of the form constituting Appendix No. 1 to the inquiry.
- IX.2.** **The offer should be signed by persons authorized to represent the Tenderer by virtue of entries in the relevant registers or by virtue of a power of attorney. The power of attorney should be attached to the offer.**
- IX.3.** The offer is valid for 90 days from the deadline for submission of offers.
- IX.4.** The tenderer may change or withdraw its offer before the deadline for submission of tenders.
- IX.5.** Bidders are obliged to carefully read the information contained in the Price Inquiry.
- IX.6.** The costs of preparing and delivering the offer are borne by the Contractor.
- IX.7.** In matters related to this inquiry, please contact the Ordering Party, e-mail: pawel.pieta@polpharma.com
- IX.8.** The minimum invoice payment term is 30 days from the date of issuing the invoice.

X. THE WAY THE BUYER COMMUNICATES WITH THE SELLERS, CONTACT PERSONS

- X.1.** In the procedure, statements, applications, notifications and information shall be provided by the Ordering Party and the Contractor in Polish or English
- X.2.** All notices, statements, requests and information provided in electronic form shall require immediate confirmation of receipt at the request of each party.
- X.3.** If the Contractor does not confirm receipt of the correspondence, the Ordering Party presumes that the correspondence sent by the Ordering Party to the e-mail address provided by the Contractor has been delivered to the Contractor in a manner that allows it to become familiar with its content.
- X.4.** Correspondence related to this inquiry should be sent to the following e-mail address::
pawel.pieta@polpharma.com
- X.5.** In correspondence related to this inquiry, the Contractor should use the procedure number: **NUSI 112/PR92515/2025**
- X.6.** The person authorized to communicate with the Contractor is **Mr. Pawel Pięta**.
- X.7.** No oral or telephone information, explanations or answers to inquiries addressed to the Ordering Party are provided.
- X.8.** Any questions regarding this inquiry should be submitted by e-mail to the address indicated above no later than 3 days before the deadline for submitting offers.
- X.9.** Answers to questions and further details Inquiries resulting from questions from potential Contractors will be sent to the entity that sent the question.

XI. PROCEDURE FOR EVALUATING OFFERS AND ANNOUNCING RESULTS

- XI.1.** In the course of the examination and evaluation of the bids, the Contracting Authority may demand from the Contractor additions (if it does not violate competitiveness) and explanations regarding the content of the submitted bids. He may also ask for the correction of obvious mistakes and accounting errors.
- XI.2.** The Ordering Party reserves the right to verify the credibility of the documents, statements, lists, data and information presented by the Contractor in the course of the evaluation of the offer.
- XI.3.** If two or more Contractors obtain the same number of points, the most advantageous offer in terms of environmental and climate impact will be selected. For this purpose, the Contracting Authority has the right to call on the Bidders whose bids received the highest final number of points to supplement the



bid by providing information indicated by the Buyer regarding the impact of the subject of the bid on the environment.

- XI.4. The Ordering Party reserves the right to negotiate offers** with all bidders whose offer meets the specification, in particular if the price offered by the bidders exceeds the budget allocated by the Contracting Authority for the performance of the order.
- XI.5.** Until the deadline for submitting offers, the Ordering Party reserves the right to change or supplement the content of this price inquiry.
- XI.6.** The Contracting Authority reserves the right to terminate the procedure without selecting the Contractor, without giving a reason. The bidders are not entitled to a claim for reimbursement of costs incurred in connection with the preparation of the offer.
- XI.7.** If the supplier's income generated in connection with the implementation of the project is subject to withholding tax in Poland, then ZF Polpharma S.A. is obliged by law to deduct withholding tax from the supplier's remuneration and pay it to the Polish tax authorities (**the remuneration includes withholding tax**).
- XI.8.** Transfer to the Contracting Authority (as part of the agreed remuneration) all exclusive rights and any transferable other rights to intangible assets that arise in connection with the performance of the subject of the contract (hereinafter referred to as "Intellectual Property Rights"). Thus, all Intellectual Property Rights arising in connection with the performance of the order will become the exclusive property of the Ordering Party. Intellectual property rights cover both "work", "inventive design" and "know-how", which will be defined in detail in the content of the contract.

XII. AMENDMENT OF THE AGREEMENT

- XII.1.** The Ordering Party reserves the **right to make significant changes to the provisions of the Contract** for the services offered in relation to the content of the offer on the basis of which the Contractor was selected, in the following scope and situations:
- XII.1.1.** changes in the law, to the extent affecting the performance of the Agreement (in particular changes in VAT rates);
- XII.1.2.** improvement of the technical parameters of the subject of the Agreement, resulting from the update of solutions due to technological progress, without affecting the gross lump sum price
- XII.1.3.** extension of the deadline for the performance of the Contract as a result of the necessity to perform additional works, the performance of which is necessary for the proper performance of the Contract, and the performance of which the Ordering Party, acting with due diligence, could not have foreseen in advance, subject to the ppkt. XII.1.7 below;
- XII.1.4.** extension of the deadline for the performance of the Agreement as a result of force majeure with all consequences occurring in connection with the extension of this deadline
- XII.1.5.** extension of the contract implementation deadline in the event that, due to the research process, there are delays in the delivery of samples for testing and other required materials or information
- XII.1.6.** changes in the parameters of the subject of the Contract, not leading to a change in the nature of the Contract - technological changes, in particular: the need to perform the Contract with the use of other technical/technological and material solutions than indicated in the Request for Proposal, in a situation where the application of the provided solutions would threaten non-performance or defective performance of the Contract, subject to the ppkt. XII.1.8. below;
- XII.1.7.** the changes apply to the performance of additional supplies or services of the Contractor, not covered by the Contract, provided that they have become necessary and the following conditions have been met jointly:
- the change of the Contractor cannot be made for economic or technical reasons, in particular those related to the interchangeability or interoperability of equipment, services or installations ordered under the basic subject of the Contract,
 - change of the Contractor would cause a significant inconvenience or a significant increase in costs for the Ordering Party,



- the net value of each subsequent amendment does not exceed 50% of the net value of the original subject of the Agreement;

XII.1.8. the change does not lead to a change in the nature of the Agreement and the following conditions have been met jointly:

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

XII.2. The contractor is to be replaced by a new contractor:

- as a result of a merger, division, transformation, bankruptcy, restructuring or acquisition of the Contractor or its enterprise, provided that the new Contractor meets the conditions for participation in the procedure, there are no grounds for exclusion against it and this does not entail other significant changes to the Contract,
- as a result of the Employer taking over the Contractor's obligations towards its subcontractors.

XII.3. The Ordering Party also provides for the **possibility of making non-material changes to the provisions of the concluded Contract** in relation to the content of the offer on the basis of which the Contractor was selected.

XII.4. Amendments to the Agreement 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.

XIII. LIST OF ATTACHMENTS

The attachments to this Price Inquiry are the following documents:

Attachment designation	Attachment Name
Attachment No. 1	Price form template
Attachment No. 2	Template of the statement on meeting the conditions set out in the price inquiry

Attachment No. 1 to the Price Inquiry No. NUSI 112/PR92515/2025

PRICE FORM

Bidder:

Full name (company) or full name	
Registered office/place of residence/address of the principal place of business	
E-mail address to which the Ordering Party should send correspondence related to the price inquiry	
NIP	
REGON	
Telephone	
Contact person with the Ordering Party	

We offer the performance of the subject of the order in the field of *providing analytical services* in accordance with the requirements of the Request for Quotation:

Subject of the price inquiry	Set	Net unit value PLN/EUR/USD (tick appropriate)	Total net value PLN/EUR/USD (tick appropriate)	VAT rate (%)	Calkowita wartość brutto PLN/EUR/USD (tick appropriate)
Analysis of the qualitative composition of the surface of the reference packaging with XPS - 3 samples (includes: preparation of the samples provided and their analysis: samples will be delivered at	Complete set (3 samples)				



once/in one shipment)					
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Deadline: counted from the date of delivery of the samples to the tenderer's laboratory.

At the same time, we declare that:

- a. we have read the Price Inquiry with attachments and we do not raise any objections and we have obtained the necessary information to prepare the offer,
- b. the price includes a lump-sum remuneration for all obligations of the future Contractor, necessary to complete the subject of the Price Inquiry,
- c. we consider ourselves bound by this offer for a period of 90 calendar days from the expiry of the deadline for submission of offers,
- d. by submitting this offer, we declare that we meet the conditions of participation specified in point V of the price inquiry.
- e. The payment term for the invoice is a minimum of 30 days.

.....
(City and date)

.....
(signature of the person(s) authorized to represent)

Attachment No. 2 to the Price Inquiry No. NUSI 112/PR92515/2025

DECLARATION OF MEETING THE CONDITIONS SET OUT IN THE PRICE INQUIRY

..... (Name of the tenderer) declares that it meets the conditions set out in the request for proposal in the following scope:

I have knowledge and experience documented by at least five publications in the field of conducting measurements using the XPS X-ray spectroscope.

No	Publications
1	
2	
3	
4	
5	

After all work is completed, we will deliver:

- Report containing a description of the method, results of tested samples with conclusions.
- Raw data linked to the research carried out.

.....
(City and date)

.....
(signature of the person(s) authorized to represent)