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NIP: 782-17-59-209

QUOTATION INQUIRY NO. 1/BGW/2023/E

In connection with the planned implementation of the project under the European Funds for Modern Economy, Priority I Support for Entrepreneurs, Action: SMART Path, Recruitment: FENG.01.01-IP.01-002/23, the company BGW Sp. z o.o. announces proceedings in the form of a quotation inquiry, in accordance with the principle of competitiveness.

1. Subject matter of the quotation inquiry

The subject of the quotation contract is scientific consulting services to support our collaborative projects focused on the selection of microorganisms to be used as MFC, quantification of their performance in fermentation processes, design and development of protein production technology (SCP) using the developed MCF, and production of proteins and industrial enzymes as well as other biochemical substances.

It is the intention of the contracting authority to sign a Framework Cooperation Agreement for the provision of the services specified in this request. A detailed schedule of the research work required to be performed will be determined in accordance with the progress of the project.

The Subject scope of the contract includes:

1. Review the public domain for information required for screening natural yeast strains capable of performing targeted catalytic reactions. Development of new microorganisms for use as MCFs. Development of a model framework for in silico and laboratory testing using third-party resources.
2. In Silico expression model development proposal for the expression of proteins and several enzymes required to modify existing metabolic pathways in yeast, targeting the conversion of waste by products into higher value metabolic intermediates. Collaborate to develop bioprocess technologies and fermentation processes for SCP production. Supervision of laboratory R&D activities focused on introducing the in silico design to a model yeast system and industrially relevant yeast strains.
3. The in silico development of reversed metabolic pathways in which normal end products are converted into target substrates under certain conditions.

2. Common procurement vocabulary (CPV):

73000000-2 Research and experimental development services and related consulting services

73100000-3 Research and experimental and development services

3. Schedule:

Planned completion date of research work: **1.11.2024 – 31.12.2024 r.**

A detailed schedule of the necessary research work to be completed out will be prepared during the implementation of the research work, to achieve project goals and timing associated with the project.

The bidder agrees to conclude a conditional contract negotiations for the services to be provided by 15.11.2023. The final contract will be signed subject to the receipt of funding and the fulfillment of all requirements by the bidder at the time of signing of the final contract. In the event that the final contract is not signed, it will not result in any costs, penalties or fees associated with the project.

Conditions for participation in the bidding proceedings

Bidders meeting the following conditions will be admitted in the bidding proceedings:

- Possession of authorizations to carry out specific activities or actions, if the law requires them.
- Having the necessary knowledge and experience to perform the contract work. To participate the contractors should confirm the following:
 - Posses experience in managing R&D tasks and projects that resulted in demonstration or commercialization of developed biotechnologies at a minimum pilot scale. It is required to demonstrate a minimum of 5 research tasks or projects, completed within 3 years from the deadline for submission of bids (i.e. 7.11.2023).
- Possession of adequate technical capacity to perform the contract. Contractors who have access to an analytical laboratory suitable for analyzing fermentation samples for protein content and have the ability to perform bioprocessing work on a scale of up to 10,000 liters.
- Possession of staff capable of performing the contract. Bidders who demonstrate that:
 - have the human resources provided for the performance of the subject contract
 - have experience and knowledge in at least the following:
 - A research team consisting of at least 5 persons, of whom:
 - Each individual has a scientific university degree or doctoral degree (or equivalent in the case of foreign bidders),
 - Each individual has min. 3 - years of experience in work related to to bioprocess development,
 - A minimum of 5 persons have participated in at least 2 projects implemented internationally,
 - A minimum of 3 persons have published scientific papers related to the issue of biotechnology (at least 2 scientific papers published by each person).
 - Lead scientist & expert, having:
 - a doctoral degree (or equivalent in the case of foreign bidders) in the field of biotechnology

- at least 15 years of academic and industrial experience in R&D, business development, bioprocess engineering and biotechnology processes
- at least 15 years of experience in R&D and protein production in SCP class products, and industrial enzymes using MCFs
- demonstrated ability to design MCFs, optimize metabolic pathways, and produce enzymes,
- Knowledge of commercial protein and enzyme production,
- Knowledge of commercialization of new products based on natural and modified microorganisms,
- Knowledge of scientific English language

To confirmation, the bidder should attach to the offer a list of employees meeting the above criteria, who will participate in the execution of the contracted wor. In order to assess the fulfillment of the above conditions, the Contracting Authority may ask the Bidder for presentation of additional documents confirming the possession of necessary human resources.

- Demonstrate, being in an economic and financial position to ensure the execution of the contract within the indicated timeframe.
- Failure to meet the prerequisites and bidding exclusion (determinations will be made with accordance to project scope).

In order to confirm the fulfillment of the aforementioned conditions, the Contracting Authority requires the submission of the following documents:

1) Submission of an offer on the offer form (Appendix 1), including:

- Contractor's name, address, e-mail and tax ID number
- Date of issuance of the bid
- Data to evaluate the bid and award points under the criteria
- Expiration date of the bid

2) Making statements on the bid with the following content:

- The contractor declares that he is familiar with and accepts the terms and conditions of the contract as specified in the request for quotation and does not raise any objections or comments in this regard.
- The contractor declares that he has the authorization to perform a certain activity or activity, if the law requires it.
- The Contractor declares that it has the necessary knowledge and experience to perform the contract,
- The Contractor declares that it has the necessary technical potential to perform the order, i.e. it has access to an analytical laboratory suitable for analyzing fermentation samples for protein content and has the ability to perform bioprocessing work on a scale of up to 10,000 liters.
- The Contractor declares that it has people capable of performing the order

- The Contractor declares that it is in an economic and financial position to ensure the execution of the order within the indicated timeframe.
- List of a minimum of 5 research tasks or projects completed within 3 years from the deadline for submission of tenders (i.e. 7.11.2023).
- A list of persons involved in the execution of the contract, whose knowledge and competence meet the conditions for participation in the tender.

3) The contractor declares that:

- Is not subject to exclusion from the proceedings pursuant to Article 5k of Council Regulation (EU) No. 833/2014 of July 31, 2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine (Official Journal of the EU No. L 229 of 31.7.2014, p. 1; hereinafter: Regulation 833/2014), as amended by Council Regulation (EU) 2022/576 amending Regulation (EU) No. 833/2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine (Official Journal of the EU No. L 111, 8.4.2022, p. 1; hereinafter: Regulation 2022/576);
 - there are no grounds for his exclusion from the proceeding under Article 7 (1) of the Law of April 13, 2022 on special solutions to prevent support for aggression against Ukraine and to protect national security (Journal of Laws, item 835).
 - all information provided in the above statements is up-to-date and truthful and have been presented with full knowledge of the consequences of misleading the Purchaser in presenting the information. At the same time, he undertakes to promptly provide the Contracting Authority with updates to the above statements in the event of any changes in this regard.
- 4) The Contractor declares that he has no personal or capital relationship with the Contracting Authority. A personal or capital relationship is understood as a mutual relationship between the Awarding Entity or persons authorized to incur liabilities on behalf of the Awarding Entity, or persons performing activities on behalf of the Awarding Entity related to the preparation and execution of the procedure for selecting the Contractor and the Contractor, consisting in particular of:
- Participation in a company as a partner in a civil partnership or partnership, holding at least 10% of shares or stocks, acting as a member of the supervisory or management body, proxy, attorney,
 - Being married, in a relationship of consanguinity or affinity in a direct line, kinship or affinity in the collateral line to the second degree, or a relationship by adoption, guardianship or custody, or having a common life with the contractor, his deputy or members of the management or supervisory bodies of the contractors applying for the contract,
 - Remaining with the contractor in such a legal or factual relationship that there is a reasonable doubt as to their impartiality or independence in connection with the procurement procedure.

4. Description of how to prepare a bid:

The offer must be submitted on the offer form (attachment No. 1 of the request for quotation). The bid should be written in Polish or English, legibly. Each bid must include the name and address of the

bidder. The Purchaser requires that the bid be signed by the Bidder's representative. Scans of manually signed documents or electronically signed documents will be accepted. The Bidder should specify in the offer the price for the complete execution of the subject of the contract under the terms and conditions specified in the request for proposal, and the Bidder should attach to the offer all documents indicated in the contents of the request for proposal. The bidder, as part of the submitted documents, should also demonstrate the fulfillment of the aforementioned admissible conditions. The offered price should take into account the performance of all works and activities under the contract and include all costs associated with the execution of the contract provided for the period and under the conditions specified in the Bidder's offer and the Request for Proposal. The price shall be stated in monetary units.

Due to the nature of the subject matter of the contract, the Contracting Authority does not allow partial or variant bids, only bids covering the full scope of the subject matter of the contract will be considered.

Bids that do not meet the formal conditions and/or do not contain the full scope of the subject matter of the contract will be rejected.

5. Deadline and method of submitting bids:

- All Bids should be submitted electronically through the Competitive Database (feature available to logged-in users).
- The deadline for delivery of bids is: 7.11.2023 r.

Timely submission of a bid is determined by the date of submission through BK2021.

Asking questions is possible only electronically through the Competitive Database (feature available to logged-in users). The Contracting Authority stipulates that inquiries submitted after 6.11.2023 may remain unanswered.

The Procuring Entity undertakes to provide clarification of the description of the subject matter of the contract upon written request of the Bidders. If the response to the Bidder's inquiries will include confidential data the Bidder will be required to sign a confidentiality statement with respect to the information provided.

Bid validity: a minimum of 14 days from the deadline for submission of bids.

6. Bid Evaluation Criteria:

Bids will be evaluated by the Contracting Authority based on the following criteria:

Bid evaluation criteria	weight	maximum number of points
<i>net price ⁽¹⁾, (in PLN/other currency)</i>	80%	80
<i>Number of publications and patents in the field of SCP production (total number of publications</i>	10%	10

<i>of all persons, appointed by the contractor to carry out the contract)</i>		
<i>Number of publications and patents in the field of MCF design (total number of publications of all persons, appointed by the contractor to carry out the contract)</i>	10%	10

¹ in the case of a bid given in a foreign currency, the average exchange rate of the National Bank of Poland (NBP) on the last working day preceding the preparation of the record of bid selection by the Contracting Authority will be used for conversion

Methods of awarding points for the fulfillment of a given criterion for evaluation of tenders:

- Points under the criterion of net price in PLN/other currency will be awarded according to the following formula:
 $A_n = (C_{min} / C_r) \times 80$
 C_{min} - minimum price in the set
 C_r - price of the considered offer
 A_n - number of points awarded to the bid
- Points under the criterion Number of publications and patents in the field of SCP production will be awarded according to the following formula:
 $B_n = (P_{S_{min}} / P_{S_r}) \times 10$
 $P_{S_{min}}$ - minimum *Number of publications* in the set
 P_{S_r} - *Number of publications* of the considered offer
 B_n - number of points awarded to the bid
- Points under the criterion Number of MCF design publications and patents will be awarded according to the following formula:
 $C_n = (P_{M_{min}} / P_{M_r}) \times 10$
 $P_{M_{min}}$ - minimum *Number of publications* in the set
 P_{M_r} - *Number of publications* of the considered offer
 C_n - number of points awarded to the bid

The points from the evaluation of the criteria will be added up and the total score (the sum of the points scored) will be decisive. An offer for the execution of the contract can obtain a maximum of 100 points.

7. Information on the selection of the most advantageous offer:

- The Procuring Entity will award the contract to the Bidder whose bid meets all the requirements listed above and obtains a total of the most points based on the bid evaluation criteria listed above.
- The Contracting Authority will notify Bidders of the selection of the most advantageous bid in a manner consistent with the publication of the request for proposals.

- In the event that the selected contractor withdraws from the conclusion of the procurement contract, the Contracting Authority may conclude a contract with the contractor who obtained the next highest number of points in the properly conducted procurement procedure.

8. Information on the extent of exclusion from the possibility of execution of the contract.

- 1) Entities that have a personal or capital relationship with the Contracting Authority are excluded from the possibility of carrying out the contract. A capital or personal relationship means a mutual relationship between the Awarding Entity or persons authorized to incur liabilities on behalf of the Awarding Entity or persons performing activities on behalf of the Awarding Entity related to the execution of the procedure for selecting the contractor and the Economic Operator, consisting in particular of:
 - Participation in a company as a partner in a civil partnership or partnership, holding at least 10% of shares or stocks, acting as a member of the supervisory or management body, proxy, attorney,
 - Being married, in a relationship of consanguinity or affinity in a direct line, kinship or affinity in a collateral line to the second degree, or a relationship by adoption, guardianship or custody, or being in common life with the contractor, his deputy or members of the management or supervisory bodies of contractors applying for the contract,
 - Remaining with the contractor in such a legal or factual relationship that there is a reasonable doubt as to their impartiality or independence in connection with the procurement procedure.
- 2) Entities that are excluded from the possibility of contract execution are:
 - Subject to exclusion from the proceedings pursuant to Article 5k of Council Regulation (EU) No. 833/2014 of July 31, 2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine (Official Journal of the EU No. L 229 of 31.7.2014, p. 1; hereinafter: Regulation 833/2014), as amended by Council Regulation (EU) 2022/576 amending Regulation (EU) No. 833/2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine (Official Journal of the EU No. L 111, 8.4.2022, p. 1; hereinafter: Regulation 2022/576);
 - There are prerequisites for their exclusion from the proceedings pursuant to Article 7 (1) of the Act of April 13, 2022 on special solutions to counteract support for aggression against Ukraine and to protect national security (Journal of Laws No. 835).

9. Warunki dokonania zmiany umowy:

The Contracting Authority reserves the right to amend the conditional and final contract concluded as a result of the Request for Proposal, in the following cases:

- a. as a result of the occurrence of reasons beyond the control of the Ordering Party and the Contractor (with due diligence) resulting in the impossibility or significant delays in the execution of the contract and, in particular, the temporary lack of availability on the market of the resources needed to execute the subject matter of the contract,

- b. the occurrence of force majeure, making it impossible to perform the subject of the order within the time limits specified in the contract. "Force majeure" means external events, unforeseeable, unexpected and beyond the control of the Parties, occurring after the signing of the Agreement, and causing the inability to perform the Agreement,
- c. in the case of changes in the project implementation schedule, in particular, in the event of the need to extend/postpone the deadlines for the implementation of individual tasks and stages, caused by objective factors beyond the control of the Purchaser and the Contractor, making it impossible to implement the contract within the originally specified deadlines, affecting the quality of implementation of the subject of the contract,
- d. in the event of circumstances beyond the control of the Contractor, at the Contractor's reasonable request, provided that the change is due to circumstances that the Contractor could not have foreseen at the stage of submitting the bid and is not the fault of the Contractor,
- e. in the event of the need to introduce changes that the Contracting Authority could not foresee at the time of concluding the contract, by the time necessary to introduce these changes,
- f. changes in generally applicable laws to the extent affecting the execution of the contract,
- g. the emergence of discrepancies or ambiguities in the meaning of the terms used in the contract, which cannot be removed in any other way, and the amendment will enable the removal of discrepancies and clarify the agreement in order to unambiguously interpret its provisions by the parties, while not changing the nature of the agreement;
- h. the change does not lead to a change in the general nature of the contract, and the total value of the changes is less than EUR 140,000 and at the same time is less than 10% of the value of the contract originally specified in the contract;
- i. the changes relate to the implementation of additional services or from the existing contractor, not covered by the basic contract, if they have become necessary and all the following conditions are met:
 - the change of the contractor cannot be made for economic or technical reasons, in particular concerning the interchangeability or interoperability of equipment, services or installations, ordered under the basic contract,
 - change of contractor would cause significant inconvenience or significant increase in costs for the ordering party,
 - the value of the changes does not exceed 50% of the value of the contract originally specified in the contract,
- j. the change does not lead to a change in the general nature of the contract and the following conditions are jointly met:
 - the need to change the contract is caused by circumstances that the contracting authority, acting with due diligence, could not foresee,
 - the value of the changes does not exceed 50% of the value of the contract originally specified in the contract,
- k. the contractor to whom the ordering party awarded the contract is to be replaced by a new contractor:

- as a result of succession, assuming the rights and obligations of the contractor, as a result of takeover, merger, division, transformation, bankruptcy, restructuring, inheritance or acquisition of the existing contractor or its enterprise, provided that the new contractor meets the conditions for participation in the procedure and this does not involve other significant changes to the contract and is not intended to avoid the application of the principle of competitiveness, or
- as a result of the contracting authority's assumption of the contractor's obligations to its subcontractors - in the case of a change of subcontractor, the contracting authority may conclude an agreement with a new subcontractor without changing the terms and conditions of contract execution taking into account payments made for work performed to date.

10. Disclaimers

- 1) All information and documents made available by the Contracting Authority in connection with this request for proposal may be used by the Bidder solely for the purpose of this tender procedure. Otherwise, they are subject to legal protection in accordance with the provisions of the Act of April 16, 1993 on Combating Unfair Competition and other relevant regulations.
- 2) The Contracting Authority stipulates that the contract concluded with the selected Contractor will provide for contractual penalties, to which the Contractor agrees by submitting a bid for this request:
 - in the event of a delay in the deadline for completion of any of the stages of the Research Work or a delay in the delivery of the Works and Results due to the fault of the Contractor, the Contracting Authority shall charge the Contractor contractual penalties for each day of delay, starting from the day following the deadline for completion of the Research Work specified in the Schedule, in the amount of PLN 500.00 (in words: five hundred zlotys) for each day of delay.
 - in the event of a delay in taking into account comments/objections by the Contractor, the Contracting Authority shall charge the Contractor contractual penalties for each day of delay, starting from the day following the expiry of the deadlines specified in § 7 item 4 of the Agreement, in the amount of PLN 500.00 (in words: five hundred zlotys) for each day of delay.
 - in each case of violation by the Ordering Party of the obligation of confidentiality specified in § 12, the Ordering Party shall pay to the Contractor a contractual penalty in the amount of PLN 10,000.00 (in words: ten thousand) for each case of unauthorized violation of the obligation of confidentiality, after the Ordering Party makes this fact plausible.
 - In the event of withdrawal from the contract or part of it by either party, the party on whose side the reasons for withdrawal lie shall pay the other party a contractual penalty in the amount of 5% of the gross remuneration for a given part of the contract from the execution of which was withdrawn, respectively
- 3) The Contracting Authority stipulates that in the event that in the course of the implementation of the subsidized project and the research conducted as part of it, the results of the research indicate the need to change the scope and terms of the conditional/final agreement, the Contracting Authority may terminate the conditional

or final agreement with immediate effect. The termination of the contract will take place without charging any additional fees or penalties.

- 4) The Bidder shall bear all its own costs related to the preparation and submission of the bid, regardless of the outcome of the proceedings.
- 5) The Procuring Entity reserves the right to amend the request for quotation and the quotation form in case of errors in the request for quotation, the need to make additions in such case the Procuring Entity:
 - informs in the request for proposal about the scope of changes,
 - will inform all Bidders who have so far submitted bids about the change made,
 - extends the deadline for submission of bids by the time necessary to introduce changes in the bids, if this is necessary due to the scope of the changes made.
 - During the evaluation of bids, the Contracting Authority may call on Bidders to submit clarifications or additions to their bids. In the event that communication via BK2021 is not possible, correspondence will take place via email.
 - Concluding the bid evaluation procedure, the Procuring Entity will decide on the selection of the most advantageous bid.
 - Submission of a bid under the Request for Proposal is tantamount to acceptance of the rules set forth in the Request for Proposal.
 - The Contracting Authority shall have the right to cancel part or all of the Request for Proposal at any time during the proceedings in a justified case.
 - If the offered price or cost appears to be abnormally low in relation to the subject matter of the contract, i.e. differs by more than 30% from the arithmetic mean of the prices of all valid offers not subject to rejection, or raises doubts in the orderer's mind as to the possibility of performing the subject matter of the contract in accordance with the requirements specified in the request for quotation or arising from separate regulations, the orderer shall demand from the contractor to submit explanations, including submission of evidence regarding the calculation of the price or cost, within a specified period. The contracting authority shall evaluate these explanations in consultation with the contractor and may reject that bid only if the explanations submitted, together with evidence, do not justify the price or cost quoted in that bid.

Attachments:

1. Bid form