



Krakow, 3 January, 2025

Update, 13 January 2025

Update, 17 January 2025

Tender Inquiry No 5/2024
As of January 3, 2025.
for the purchase and delivery of reagents.

In connection with the implementation of the project entitled "Development and introduction of a standardized semi-synthetic medium for cultivation of *Corynebacterium diphtheriae* PW8 as a base for the production of active substance (API) for antiepileptic vaccines", within the framework of the European Funds for the Modern Economy 2021-2027, Priority FENG.01 Support for entrepreneurs, Action: FENG.01.01 SMART path, project number: FENG.01-IP.01-0051/23, the contracting authority invites to submit bids for the purchase and supply of reagents.

The tender is conducted in accordance with the Principle of Competitiveness set out in the Guidelines on the Eligibility of Expenditure for the years 2021-2027. The provisions of the Act of 11 September 2019 do not apply in this procurement procedure. The Public Procurement Law (i.e. Journal of Laws 2022 item 1710 as amended).

Communication in the procurement procedure, including the announcement of the tender request, the submission of tenders, the exchange of information (submission of questions to the order) and the transmission of documents and statements is carried out in writing using the competition database (BK2021).

I. NAME AND ADDRESS OF THE CUSTOMER:

**The Institute of Biotechnology of
Sera and Vaccines BIOMED S.A.,
Al. Sosnowa nr 8, 3
0-224 Kraków,
NIP 6750005418**

II. PLACE AND DEADLINE FOR SUBMISSION OF TENDERS

1. The Offer Form and all attachments to the Offer must be signed by a person authorized or authorized to represent the Offeror. Unless the right to represent the Offer Holder is expressly stated in the Registration Document, the Offer Form must be filed with the Offer.
2. Keeping the written form of the offer submitted electronically requires sending in electronic form (document with qualified electronic signature) or in electronic form (scan of hand-signed document or document with trusted signature or personal signature), completed and signed offer form together with attachments.
3. The offer together with a set of attachments should be submitted via the Offer module of the Competitiveness Base (<https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/>).
4. Bids submitted after the specified deadline will not be considered.
5. Deadline for submission of tenders: ~~13 January 2025~~ ~~17 January 2025~~ **23 January 2025.**
6. Składający ofertę są zobowiązani do zapoznania się z treścią dokumentacji oraz wszystkimi załącznikami do zapytania ofertowego.

III. CONTACT PERSON ABOUT THE ANNOUNCEMENT

Person entitled to contact the tenderers:
Paulina Kotlarz



E-mail: paulina.kotlarz@biomed.pl

Any questions related to the ongoing proceedings of the Tenderers should be directed through the Competitiveness Base Questions module (BK2021).

Bidders have the right to ask questions about the content of the tender request through BK2021 no later than 2 working days before the deadline for submission of tenders. If the question is received after the deadline indicated, it will remain unconsidered.

IV. THE PURPOSE OF THE ORDER

The purpose of the order is the purchase and delivery of reagents for the implementation of research and development work under task I of the project: "Development and introduction of a standardized semi-synthetic medium for cultivation of *Corynebacterium diphtheriae* PW8 as an active substance (API) production base for antiepidemic vaccines".

V. DESCRIPTION OF THE ORDER

The subject of the order is the purchase and delivery of reagents divided into the parts indicated below:

Part 1: Casein peptone
Part 2: Casein peptone
Part 3: Soy peptone

The order must be executed in accordance with the provisions of this Request for Offer.

DETAILED SPECIFICATIONS

The detailed specification is presented in:

- For part 1 in Appendix No. 3 to the Request for Proposals: Part 1: Material Specification No. 11/24,
- For part 2 in Appendix No. 3 to the Request for Proposals: Part 2: Material Specification No. 12/24,
- For part 3 in Appendix No. 3 to the Request for Proposals: Part 3: Material Specification No. 14/24.

The offer should be prepared based on the specifications contained in:

- For part 1 in Appendix No. 3 to the Request for Proposals: Part 1: Material Specification No. 11/24,
- For part 2 in Appendix No. 3 to the Request for Proposals: Part 2: Material Specification No. 12/24,
- For part 3 in Appendix No. 3 to the Request for Proposals: Part 3: Material Specification No. 14/24.

The bidder submitting the offer submits a declaration that the offered product meets all the parameters specified in

- For part 1 in Appendix No. 3 to the Request for Proposals: Part 1: Material Specification No. 11/24,
- For part 2 in Appendix No. 3 to the Request for Proposals: Part 2: Material Specification No. 12/24,
- For part 3 in Appendix No. 3 to the Request for Proposals: Part 3: Material Specification No. 14/24.

Information common to parts 1, 2, 3 of the request for proposals:

The main guidelines - DELIVERY:



- delivery address: address of the Ordering Party.
 - delivery costs must be included in the offer price.
-

At the stage of receipt of the object of the order (i.e. signing by each of the parties the receipt protocol).

The Supplier is obliged to provide to the Customer:

- A certificate of analysis
-

Permission to use equivalent products and materials

Where the Contracting Party uses in the description of the subject of the order, in the specification, in all documents and annexes describing the subject of the order with the names of specific manufacturers, names of specific products, trademarks, patents or origin, this should be regarded only as an aid in describing the subject matter of the order - they are only intended to approximate requirements that could not be described using sufficiently precise and comprehensible terms. **In any case, the use of an equivalent product that meets the minimum quality standards**, technical parameters, the conditions of the intended purpose and the functions and performance of the product indicated by the name is permitted. It is the responsibility of the Supplier to demonstrate the equivalence of the subject matter offered.

Accordingly, the Ordering Party authorizes the offer of the aforementioned product or equivalent. Failure to meet even one of the technical requirements or minimum parameters of the subject of the order will result in the rejection of the offer. The Ordering Party reserves the right to request confirmation of the reliability of the data provided by the Supplier in all available sources, including the manufacturer.

VI. CPV NAME AND CODE:

24300000-7 Basic inorganic and organic chemicals

24956000-0 - Peptones and protein substances

VII. ORDER EXECUTION SCHEDULE/CONTRACT EXECUTION DATE:

Completion date:

Part 1: January 30, 2025

Part 2: January 30, 2025

Part 3: January 30, 2025

The contracting authority shall allow the possibility of changing the date of execution of the contract only in the event of circumstances that could not have been foreseen at the time of the conclusion of the contract, in the following situations:

- a) caused, among other things, by an epidemic, preventing the correct and timely execution of the subject of the contract (e.g. caused by a decision of the state, local government, sanitary services, etc.) and in the event of the occurrence of other independent circumstances, which the Ordering Party, acting with due care, could not have foreseen at the time of signing the contract with the Contractor.
- b) changes to the project completion date;
- c) there is a risk of conflict with investments planned or carried out in parallel by other entities to the extent necessary to avoid or eliminate such conflicts;
- d) the reduction or lack of funding for the task in question;
- e) to extend the period of performance of the contract if the parties agree that it is necessary to achieve the objective of the contract;



- f) to introduce changes in the accepted assumptions regarding the subject matter of the contract, at the request of the Contractor justified by substantive, technical, functional, visual reasons and only with the consent of the Contracting Authority;
 - g) in the event of unavailability of the materials necessary for the execution of the subject of the contract or a prolonged waiting period due to the market situation as a consequence of e.g. war, outbreak of epidemic or pandemic and introduced as a result of aggravations or economic and political situation
 - h) if it proves necessary due to a change in the provisions of the generally applicable law, after the conclusion of the Agreement, to the extent necessary to adapt the Agreement to the changes in the generally applicable law;
 - i) the need to adapt the terms of the Agreement to the provisions of the Agreement on co-financing;
 - j) the occurrence of unforeseeable legal, economic, technical circumstances or force majeure for which neither party is responsible, resulting in the inability to properly perform the contract in accordance with the order.
 - k) other circumstances which could not have been foreseen at the time of the conclusion of the Agreement;
- All changes to the contract will be possible after a previous extension of the project implementation period, with the consent of the financing institution and the Contracting Party, within which the contract is implemented.

Changes to the content of the contract must be agreed and accepted by both parties to the contract.

At the request of the Ordering Party or the Contractor and after the acceptance of both parties, a shortening of the contractual term of its implementation may be made by way of an annex to the contract.

VIII. CONDITIONS FOR PARTICIPATION IN THE PROCEEDINGS

Contractors may take part in the proceedings, who together meet the following conditions:

- a. Authorized to perform specific activities or actions
Only an entity that has the authorizations to perform specific activities or actions may apply for the contract. The Ordering Party does not impose a detailed condition. The assessment of fulfillment of the Order condition will be made on the basis of the principle of meets/does not meet based on the declaration submitted by the Bidder confirming the above (Appendix No. 2 to the request for proposals).
- b. Knowledge and experience
Only an entity that has the knowledge and experience to enable the correct execution of the order may apply for the award of the contract. The contracting authority does not impose a specific condition. The assessment of fulfillment of the Order condition will be made on the basis of the principle of meets/does not meet based on the declaration submitted by the Bidder confirming the above (Appendix No. 2 to the request for proposals).
- c. The technical potential
Only an entity that has the technical potential to properly execute the contract may apply for the contract, i.e.
 - has an ISO 9001 certificate or has implemented an ISO 9001 system,
 - if the Bidder stores raw materials, it must have warehouses with controlled storage conditions.The assessment of the fulfilment of the condition of having the appropriate technical potential capable of performing the Order will be made on the basis of the principle of meets/does not meet, based on the declaration submitted by the Bidder confirming the above (Appendix No. 2 to the request for proposals). The Ordering Party at the stage of evaluating the offers may request additional documents confirming the above.
- d. Those capable of executing the order
Only an entity that has the human resources to properly execute the order in accordance with applicable legal standards may apply for the order.



The Ordering Party does not impose a specific condition.

The assessment of the fulfillment of the condition will be made on the basis of the fulfills/does not fulfill statement submitted by the Bidder (Appendix no. 2 to the request for proposals).

e. Economic and Financial Situation

The contract may be awarded only by an entity that is in an economic and financial situation ensuring the correct implementation of the full scope of the contract, including its timely implementation, and is not in a state of bankruptcy or liquidation, bankruptcy or liquidation proceedings have not been initiated against the Tenderer.

The assessment of the fulfilment of the condition will be made on the basis of the statement submitted by the Offeror (Appendix no. 2 to the offer request).

IX. THE CRITERIA FOR EVALUATING OFFERS:

The contracting authority will evaluate valid tenders on the basis of the following criteria::

	Symbol	Judging criteria	Point weight (0-100) points.
1	C	Net order price (PLN)	100

W the selection of the best offer will be based on the following criteria:

1. Net order price (in PLN) - *for bids made in other currencies, the NBP rate of this currency from the day following the deadline for submitting bids* – 100 points,

The evaluation of offers will be carried out according to the following rules:

The point value of the criterion - the net order price - will be calculated according to the formula:

$$C = (C_{\min} : C_n) \times 100 \text{ points}$$

gdzie:

C_{\min} – lowest net order price among unrejected bids

C_n – the net order price of the estimated bid

C – net order price

The bid price should include all costs that the Purchaser will have to bear in connection with the execution of the contract subject. The net price should include all the costs of the work and the declared warranty period.

The results of the mathematical measures, performed in the evaluation of the bids, are rounded to the second place after the decimal place. If the results of the mathematical measures are obtained in this way for at least two bids, the calculation is recalculated by rounding the results of the math measures to the fourth place after the decimal point. If in this way the score is obtained for at least two offers, the criterion determining the selection of the bid will be the criterion of the net order price.

Bids that meet all the requirements set out in this tender solicitation will be ranked from least favorable to most favorable price. Bids will then be awarded points according to the points award methodology described above. In the bidding process, the Bidder who will score the highest number of points will win. In case of an equal number of points, the Offerer who proposed the most favorable price will win.



X. DESCRIPTION OF HOW TO PREPARE OFFERS:

1. The tender must be drawn up in one copy on the form attached to this tender request together with the additional Annexes indicated in point VIII.
2. The offer must be in accordance with the description of the object of the order.
3. The offer must be signed by a person authorized to represent the Contractor, in accordance with the form of representation specified in the court register or other document, appropriate to the given organizational form of the Contractor or by a person authorized by an authorized person, whereby the power of attorney must be attached to the offer.
4. The Offeror shall prepare a quotation in the offer form which is Annex 1 to the offer request on the basis of the description of the object of the contract and other information contained in the offer request and annexes.
5. If necessary, the Ordering Party reserves the right to call the Contractor to supplement or explain the offer.
6. **The offer should include:**
 - full name of the Contractor, address of the registered office, telephone number;
 - the date and place of preparation;
 - the name and contact details (telephone and e-mail address) of the person appointed to contact the Customer,
 - the address for correspondence (if different from the address of the registered office),
 - the offered net and gross price, which takes into account all costs necessary for the execution of the contract,
 - other additional information (if applicable),
 - an explanation of the equivalence of the proposed parameters with regard to the description of the subject matter of the contract set out in Annex 3,
 - question number: 5/2024
7. **Each tenderer should also provide:**
 - completed and signed Appendix No. 1 - Offer form,
 - completed and signed Annex No 2 - Declaration on compliance with the conditions for participation in the procedure set out in the tender request No 5/2024.
 - signed Appendix No. 3 to the Request for Proposals: Part 1: Material Specification No. 11/24 (if applicable),
 - signed Appendix No. 3 to the Request for Proposals: Part 2: Material Specification No. 12/24 (if applicable),
 - signed Appendix No. 3 to the Request for Proposals: Part 3: Material Specification No. 14/24. (if applicable),
 - power of attorney to sign the offer (if the authorization to sign the offer does not result from the registration documents).
8. Incomplete offers not supplemented after the invitation and offers received after the deadline specified in this request for proposals will not be considered.
9. The Ordering Party allows the submission of partial offers.
10. The Ordering Party does not allow the submission of variant offers.
11. The Ordering Party does not envisage answering any supplementary questions.
12. The bidder may submit only one bid for one lot.
13. Bidders may change, supplement or withdraw their bid before the deadline for submission of bids.
14. The Ordering Party corrects in the offer:
 - a) obvious clerical errors,
 - b) obvious calculation errors, taking into account the calculation consequences of the corrections made,
 - c) other errors that do not result in significant changes to the content of the bid
 - immediately notifying the contractor whose bid has been corrected.

XI. REJECTION OF OFFER:

1. The contracting authority may reject tenders if:
 - a. the content is incompatible with the subject matter of the contract;



- b. The tenderer interfered with the content of the annexes applicable in Tender Inquiry No. 5/2024, in particular those made available in editable form: Annex No. 1 Offer form, Annex No. 2 Statement on compliance with the conditions for participation in the procedure specified in Tender Enquiry No. 5/2024- excluding the need to complete the field presenting the required information.
- c. its submission constitutes an act of unfair competition within the meaning of the provisions on combating unfair competition;
- d. contains a grossly low price in relation to the subject matter of the contract;
- e. it was submitted by the contractor excluded from participating in the procurement procedure;
- f. the offer has been signed by a person who is not authorized to represent the Contractor, in accordance with the form of representation specified in the court register or other document appropriate to the given organizational form of the Contractor, or by a person who has not been authorized by the authorized person, in case no power of attorney has been presented to this person to sign the offer;
- g. the contractor within 3 working days from the date of delivery of the notice did not agree to correct the error or did not provide the required additions requested in the notice by the Contracting Party;
- h. is invalid on the basis of separate provisions.

XII. CONDITIONS OF EXCLUSION FROM PARTICIPATION IN PROCEEDINGS:

1. Entities that are personally and financially related to the Ordering Party are excluded from participation in the proceedings
Capital or personal ties are understood as mutual ties between the Ordering Party or persons authorised to incur liabilities on behalf of the Ordering Party or persons performing activities on behalf of the Ordering Party related to the preparation and conduct of the contractor selection procedure and the contractor, consisting in particular of:
 - a. participating in the company as a partner in a civil partnership or partnership, holding at least 10% of shares or stocks (unless a lower threshold results from legal regulations),
 - b. performing the function of a member of a supervisory or management body, proxy, attorney;
 - c. being in a marital relationship, in a relationship of kinship or affinity in a direct line, kinship or affinity in a collateral line up to the second degree, or being related by adoption, care or guardianship or being in cohabitation with the contractor, their legal representative or members of the management or supervisory bodies of contractors applying for the award of the contract;
 - d. being in such a legal or factual relationship with the contractor that there is a justified doubt as to their impartiality or independence in connection with the procedure for awarding the contract.
2. Contractors who are on the list of entities subject to sanctions and excluded from the proceedings in accordance with Article 7(1) of the Act of 13 April 2022 on special solutions in the field of countering support for aggression against Ukraine and protecting national security are subject to exclusion from the proceedings.
3. Contractors who are subject to exclusion from the proceedings on the basis of Article 5k of Council Regulation (EU) No. 833/2014 of July 31, 2014 concerning restrictive measures in connection with Russia's destabilizing actions in Ukraine (OJ. Official Journal of the EU No. L 229 of 31.7.2014, p. 1), 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 of 8.4.2022, p. 1). Do not meet the conditions for participation in the proceedings placed in the request for quotation No. /2024 and annexes, which are an integral part of the request for quotation, or did not attach the necessary documents confirming the fulfillment of the aforementioned conditions the bid contains material errors in the calculation of the price.
4. They do not meet the conditions for participation in the procedure set out in the request for proposals No. 5/2024 and the annexes that are an integral part of the request for proposals, or they have not attached the necessary documents confirming that they have met the above conditions.



5. The offer contains significant errors in the price calculation.

6. Will submit a bid after the indicated deadline.

XIV. ADDITIONAL INFORMATION RELEVANT TO THE CONCLUSION OF THE CONTRACT

1. The settlement of the proceedings will take place immediately after the closing date for submission of bids.
2. The period of binding the bid: 30 days begins with the deadline for submission of bids.
3. The Contractor, either on his own or at the request of the Contracting Authority, may extend the bid validity period.
4. The Contracting Authority reserves the right, throughout the validity period of the bid, to refrain from entering into a contract with the selected Contractor.
5. The Contracting Authority shall prepare a written record of bid selection.
6. After selection of the bid, the Contracting Authority will inform the Bidders participating in the bidding procedure of the results through the website: <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/>.
7. After selection of the bid, the Contracting Authority shall inform the Bidder whose bid was selected about the date of signing the contract.
8. If the Bidder whose bid was selected evades the conclusion of the contract, the Contracting Authority may select the most advantageous bid from among the remaining bids, without re-evaluating them.
9. The procedure shall be conducted in accordance with the principles of fair competition, efficiency, openness and transparency.
10. The proceedings shall be conducted in the Polish language.
11. Bidders shall not be entitled to legal remedies (protest, appeal, complaint) from the conducted proceedings, as defined in the provisions of the Public Procurement Law, respectively.
12. Amendments to the provisions of the contract may also be made in the case of non-substantive changes in relation to the content of the offer on the basis of which the contractor was selected. In addition, the contract may be amended in case of circumstances that could not be foreseen at the time of the conclusion of the contract, in particular:
 - a) Legal regulations relevant to the implementation of the subject of the contract have changed,
 - b) Due to changes, beyond the control of the parties to the contract, concerning the key persons for the implementation of the contract,
 - c) When the need for change, including in the amount of remuneration, is associated with a change in generally applicable laws (e.g., with regard to changes in the VAT rate),
 - d) There will be prerequisites for changing the term of the contract described in pt. VII. SCHEDULE FOR EXECUTION OF THE ORDER/TERM OF THE CONTRACT.
13. If it is necessary to amend the Agreement, the Party claiming such necessity shall notify the other Party of its intention to amend the Agreement, together with a comprehensive and detailed justification of its request. Within 7 days, the other Party will present its position on the possibility of amending the Agreement. Upon approval by both Parties, the Agreement may be amended by an annex to the Agreement.
14. Any extension of the deadline for execution of the Agreement should be preceded by the preparation of an appropriate protocol of necessity and documentation of the circumstances affecting the change of the deadline, and then signed by the parties in writing annex to the Agreement.
15. The Contracting Authority shall provide in the Contract with the Contractor provisions for contractual penalties against the Contractor in the following cases:
 - a. for failure to meet the deadline for completion of the entire subject of the contract indicated in VII. SCHEDULE OF PERFORMANCE OF THE ORDER/TERMIN OF PERFORMANCE OF THE AGREEMENT in the amount of 0.1% for each working day of delay counting from the contractual deadline for performance of the entire subject matter of the order;
 - b. withdrawal from the agreement for reasons attributable to the Contractor in the amount of 5% of the net contractual remuneration;
 - c. During the warranty period, the Ordering Party shall have the right to charge the Contractor with a penalty of 0.1% for each working day of delay counting from the deadline set for the removal of defects and faults, but no more than a total of 2% of the value of the subject matter of the contract;



- d. The maximum amount of contractual penalties for items a) and b) - 2% of the value of the subject matter of the order.
16. The Contracting Authority shall provide in the Contract with the Contractor for the possibility of imposing contractual penalties against the Contracting Authority in the following cases:
- For late payment of invoices, statutory interest on the amount specified in that invoice;
 - In the event of delay by the Ordering Party in accepting the subject matter of the contract from the Contractor, the Contractor shall be entitled to a contractual penalty in the amount of 0.1% of the value of the subject matter of the contract, for each day of delay, up to a maximum of 2% of the net value of the contract.
 - For withdrawal from the contract for reasons attributable to the Ordering Party in the amount of 2% of the net contractual remuneration.
17. In the event that the damage to the Ordering Party exceeds the value of the agreed contractual penalties, the Ordering Party shall be entitled to claim compensation in excess of the value of the contractual penalties under general rules.

XV. CANCELLATION OF PROCEEDINGS

- The Contracting Authority reserves the right to change the content of this inquiry. If the changes are likely to affect the content of bids submitted in the proceedings, the Contracting Authority will extend the deadline for submission of bids. The changes made will be posted on the website <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/>.
- The Contracting Authority reserves the right to cancel this procedure without justification at any stage of the procedure, as well as to leave the procedure without selecting a bid.

This Request for Proposal has been posted on the website:

<https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/>.

XVI. LIST OF ANNEXES TO THE PROCEEDINGS

- Appendix No. 1 - Bid form.
- Appendix No. 2 - Declaration of fulfillment of the conditions for participation in the procedure specified in the request for bids No. **5/2024**.
- Appendix No. 3 to the Request for Bids: Part 1: Material Specification No. 11/24.
- Appendix No. 3 to the Request for Bids: Part 2: Material Specification No. 12/24.
- Appendix No. 3 to the Request for Bids: Part 3: Material Specification No. 14/24.
- Appendix No. 4 - GDPR Information Clause.