



REQUEST FOR QUOTATION No. 122/2022/M/RNA dated 22.06.2022 for CELON PHARMA SA with its registered seat in Kielpin.

In connection with the implementation of the project no. 2021/ABM/05/00005 under the name "**Development of Innovative Therapeutic Solutions using RNA technology (TransformRNA - mRNA Therapeutics generation platform)**" co-financed by the Medical Research Agency, Celon Pharma S.A. invites you to submit offers.

DATE OF PUBLICATION: 22.06.2022

LOCATION: Research and Development Center, ul. Marymoncka 15, 05-152 Kazuń Nowy

ANNOUNCEMENT PUBLICATION: obligatory

ORDERING PARTY: Celon Pharma SA, ul. Ogrodowa 2a, 05-092 Kielpin

OFFICIAL WEBSITE ADDRESS OF THE ORDERING PARTY

www.celonpharma.com, telephone: 22 7515933

TYPE OF THE ORDERING PARTY: Private entity

A PARTIAL TENDER ALLOWED - NO

A VARIANT TENDER ALLOWED - NO

DATE OF COMPLETION OF THE CONTRACT: no longer than end of February 2023

PROCEDURE

Request for quotation

PROCUREMENT TYPE:

1. This contract award procedure is not governed by the provisions of the Act of 29 January 2004 – the Public Procurement Law.
2. This contract award procedure shall be conducted with due observance of the principles of competitiveness, openness, transparency and equal access.
3. The Ordering Party reserves itself the right to nullify the procedure at any stage thereof without stating the reason.
4. The Ordering Party shall inform Suppliers about any changes made by publishing relevant information on its website.
5. The Ordering Party reserves itself the right to request additional information, documents or explanations.
6. In justified cases, at any time before the expiry of the deadline for the submission of tenders, Celon Pharma SA may modify or supplement the content of the invitation to tender.
7. This invitation to tender imposes no obligation on Celon Pharma SA to conclude a contract.
8. The purchase of the device will be carried out in accordance with the legal acts listed below and the rules of the competition:

Celon Pharma S.A.

Seat: Ogrodowa 2A
05-092 Kielpin / Łomianki
telephone: +48 22 751 59 33
fax: +48 22 751 44 58
Email address: info@celonpharma.com
www.celonpharma.com

Registering authority: District Court for the Capital City of Warsaw,
14th Commercial Division of the National Court Register
President of the Board: Maciej Wieczorek
KRS number: 0000437778
Share capital amount: PLN 5,100,000
NIP: 118 – 16 – 42 – 061, REGON number: 015181033
BDO : 000109582



- Regulations of the competition for the development of innovative therapeutic solutions using RNA technology - ABM / 2021/5,
- Art. 15 sec. 2 point 2, art. 19a and art. 20 of the Act of February 21, 2019 on the Medical Research Agency (i.e. Journal of Laws of 2020, item 2150), (hereinafter the "Act");
- 2) the Public Finance Act of 27 August 2009 (i.e. Journal of Laws of 2021, item 305) (hereinafter the "Public Finance Act");
- 3) the act of 30 April 2004 on proceedings in matters relating to state aid (i.e. Journal of Laws of 2021, item 743);
- 4) Regulation of the Minister of Health of 5 September 2019 on the conditions and procedure for granting state aid and de minimis aid through the Medical Research Agency (Journal of Laws of 2019, item 1786) (aid program with reference number SA.55830 (2019 / X));
- 5) Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain types of aid compatible with the internal market pursuant to Art. 107 and 108 of the Treaty on Of UE L 187 of 26/06/2014, p. 1, as amended d, hereinafter referred to as "Regulation No. 651/2014"

SUBJECT-MATTER OF THE REQUEST FOR TENDER

Fermentation unit with Mobile CIP

CPV Code: 38000000-5

DESCRIPTION OF THE SUBJECT-MATTER OF THE REQUEST FOR QUOTATION no. 122/2022/M/RNA

The subject-matter of the procedure is – **Fermentation unit with Mobile CIP**. The device in question must be brand new, manufactured not earlier than in 2022, not used in any laboratory, not exhibited at conferences or trade fairs. The device must meet the technical and functional requirements specified in the description of the subject-matter of the contract, including delivery and installation. Description of the subject-matter of the contract (Appendix 2) presents the requirements of the device being the subject-matter of the contract.

The Contractors entering the procurement should offer a device with parameters equal to or greater than those indicated in Appendix 2.

Delivery address

Celon Pharma S.A.
Ul. Marymoncka 15
05-152 Kazuń Nowy
Poland

Delivery and full installation along with commissioning should be completed by the end of **February 2023** (deadline may be postponed).

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REQUIREMENTS FOR TENDERS:

1. The tenderer and suppliers who have the necessary knowledge and a minimum of five years' experience in the field of manufacturing and supplying such devices may take part in the procurement, declaring that:
 - a) The tenderer has the powers to perform a specific activity or actions, if the law imposes an obligation to have them,
 - b) The tenderer and/or supplier has relevant experience and knowledge in the delivery, installation, training and servicing of such devices,
 - c) The tenderer should have the necessary experience and capabilities to perform the subject-matter of the contract,
 - d) The tenderer should have the necessary technical and laboratory infrastructure to prepare the device referred to in this request for tender.
2. To confirm that the tenderer and/or the supplier meets the conditions of participation in the procurement concerning technical or professional capacity, the Contracting Party requests the following documents:
 - a) Declaration that the tenderer and/or supplier is not in an economic and financial situation which does not allow for the performance of the subject-matter of the order,
 - b) The tenderer will provide certification/references confirming the execution/delivery and installation of devices with similar parameters and similar and/or higher value during the last 5 years,
 - c) The tenderer will submit a form "Declaration of no personal or capital connections with the Contracting Party", which should be submitted along with the tender (Appendix 1).
3. Only the tenderer who have submitted the documents required in the request for tender may take part in the procurement.
4. Entities related to the Contracting Party either personally or by capital are excluded from participation in this procurement. Capital or personal relationships are understood as mutual relations between the Contracting Party or persons authorised to contract obligations on behalf of the Contracting Party or persons performing on behalf of the Contracting Party activities related to the conduct of the procedure for selecting a contractor and the contractor, consisting in particular of the following:
 - a) participation in a company as a partner in a civil law partnership or a partnership,
 - b) owning at least 10% of shares as long as the lower limit does not result from legal provisions or was not defined by IZ PO,
 - c) fulfilling the duties of member of the supervisory body or as manager, proxy or power of attorney,
 - d) being married, a direct family member, direct affinity, second-level relative or second degree affinity in lateral line or in relation to adoption, care or guardianship.

CRITERIA FOR THE EVALUATION OF TENDERS:

- **price 70% (must include all costs related to the performance of the contract),**
- **delivery date 10% (number of days from receipt of the order to its performance),**
- **warranty period 20% (period of time covered by warranty)**

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POINT SCORING SYSTEM:

Criterion	Weight [%]	Points	Evaluation formula
Price	70 %	70	$C = \frac{\text{Lowest quoted price}}{\text{Quoted price}} \times 70 \text{ points}$
Lead time	10 %	10	$D = \frac{\text{Shortest offered lead time}}{\text{Offered lead time}} \times 10 \text{ points}$
Warranty period	20 %	20	$O = \frac{\text{Offered warranty period}}{\text{Longest offered warranty period}} \times 20 \text{ points}$
Total	100 %	100	

The total number of points that a particular tender receives will be calculated according to the formula below:

$$L = C + D + O$$

where:

- L – total number of points,
- C – points achieved in the “Price” criterion,
- D – points achieved in the “Lead time” criterion,
- O – points achieved in the “warranty period” criterion

The tender with the highest number of points will be considered to be the most advantageous. A maximum of 100 points can be awarded.

ADDRESS AND DEADLINE FOR THE SUBMISSION OF TENDERS:

1. Tenders must be submitted to the Contracting Party to the address of its registered seat: ul. Ogrodowa 2A 05-092 Łomianki / Kielpin, Poland, if sent by traditional or courier mail, or to the e-mail address: przemyslaw.pietrasiuk@celonpharma.com, if sent by electronic mail.
2. Tenders must be submitted on **22.07.2022** at the latest. If a tender is sent by traditional mail or courier, the tender is deemed to have been submitted if it was received at the registered seat of the Contracting Party not later than on the date indicated as the deadline for submitting tenders.
3. The tenders submitted after the expiry of the deadline will not be processed.
4. The tenders will be evaluated at the registered seat of the Contracting Party by **26.08.2022** at the latest.
5. The tenders submitted in a foreign currency will be converted at the average exchange rate of the National Bank of Poland (NBP) applicable on the date of drawing up the protocol of the request for tender.
6. Additional specifications are available at: Celon Pharma S.A. ul. Ogrodowa 2A K, 05-092 Kielpin, PhD. Tomasz Obtulowicz or by e-mail tomasz.obtulowicz@celonpharma.com.

PRESENTATION OF TENDERS:

1. Each tenderer may submit only one tender in Polish or in English.
2. The tender must include the following details:



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- a. the number of the request for tender,
 - b. the date of preparation and expiry of the tender (according to the requirements of the request for tender),
 - c. the details of the tenderer: address, telephone number, e-mail address, Tax Identification Number (NIP) (in the case of a foreign supplier, an appropriate registration document which confirms the conduct of business activity in accordance with the specification of the request for tender),
 - d. detailed information about the compliance of the proposed device with the specification (Appendix 2 filled in),
 - e. net unit price for each device,
 - f. total price for the contract expressed in PLN (Polish zloty) in the net, VAT and gross amount. The price should include all costs related to the performance of the contract (in the case of prices in foreign currencies, they will be converted into PLN at the average exchange rate of the NBP applicable on the date of drawing up the protocol of the request for enquiry).
3. The warranty period will start on the day following final acceptance, once qualification and validation has been completed. The minimum required warranty period is **12 months**. The warranty should cover without limitation: labour costs, engineers' travel expenses, spare parts costs, etc.,
 4. The tenderer will provide access to spare parts and post-warranty service for **at least 5 years** following the date of contract performance,
 5. The tenderer will attach to the tender **technical documentation of the devices** and other documents in accordance with legal requirements, including required certificates and approvals,
 6. The contractor, after completing the works and validating the devices, will conduct training covering the principles of use and basic service activities for the Contracting Party's personnel,
 7. In case of a tender submitted by the tenderer conducting business outside Poland: net price of the tender and information that the tender does not include VAT and other taxes,
 8. The number of the request for tender must also appear in the titles of electronic mail, traditional or courier mail,
 9. The tender must remain valid until the end of **August 2022**,
The tender preparation costs are borne by the tenderer,
The tenderer will additionally submit documents required by the Contracting Party, in particular:
 - a) a declaration that no enforcement, criminal-law, bankruptcy, liquidation or composition proceedings are being conducted against the tenderer and that, to the best of his/her knowledge, there are no circumstances that could give rise to such proceedings,
 10. The tender must be initialled and signed by persons authorised to represent the Contractor/Supplier. Any power of attorney must be attached to the tender.

NOTIFICATION OF THE CONTRACT AWARD

Information about the result of the contract award procedure shall be published on the Celon Pharma website.

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ADDITIONAL INFORMATION:

1. The Contracting Party will award the tenderer whose tender meets all the requirements specified in this request for tender and will be considered the most advantageous on the basis of the evaluation criterion presented in this request for tender,
2. The tenderer may modify or withdraw the tender before the deadline for submission of tenders,
3. The tenders that do not meet the formal requirements described in this request for tender will not be processed,
4. The Contracting Party reserves the right to reject tenders the content of which gives rise to justified doubts,
5. The Contracting Party reserves the right to negotiate tenders,
6. The tenders submitted in a foreign currency will be converted at the average exchange rate of the National Bank of Poland (NBP) applicable on the date of drawing up the protocol of the request for tender.
7. The supplier will pay the Contracting Party a contractual penalty for delay in the delivery of the item, in the amount of 0.5% of the net value of the tender per year for each started week of delay, but not more than 10% of the net value of the tender per year, unless the delay is due to the fault of the Contracting party,
8. In the event that the Contracting Party exercises its right to withdraw from the Agreement, referred to below, the seller will be obliged to pay the Contracting Party a contractual penalty in the amount of 5% of the net value of the tender.
9. The Contracting Party may withdraw from the Agreement in the event of the tenderer's failure to comply with its terms and conditions, including, above all, in the case of:
 - failure to make the delivery within the deadline specified in the Agreement;
 - delivery of the Subject of the Agreement which does not comply with the requirements set out in the Agreement and its appendices.
10. In the case referred to in section 10 (a) and (b), the Contracting Party will request the seller to deliver the Subject of the Agreement or to deliver the Subject of the Agreement in compliance with the Agreement, by setting an additional 10-day period and after the ineffective lapse of this period it will be entitled to withdraw from the Agreement,
11. The Contracting Party allows complementary or additional procurements, in accordance with the provisions of the Guidelines on the eligibility of expenditure under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for 2014-2020.

CONCLUSION OF THE AGREEMENT

1. The device will be acquired by way of a lease,
2. The Contracting Party reserves the right to extend the time indicated in section 1 to conclude a lease agreement in the case of failure to obtain an opinion of a financing institution (NCBR) on the approval for the purchase of the aforementioned devices within the time indicated in the regulations,
3. The awarded tenderer whose tender will be selected as the most advantageous is obliged to conclude an agreement with the lessor after receiving notification of the selection of its tender,
4. The Contracting Party reserves the right not to sign an agreement with a selected tenderer or to extend the time indicated in section 1 to conclude a lease agreement in case of failure to obtain or obtaining a negative opinion of the financing institution regarding the acquisition of the aforementioned devices,
5. If the awarded tenderer decides not to sign the contract, the Contracting Party is entitled to sign a lease agreement with the next tenderer whose tender will be the most advantageous,

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6. The Contracting Party reserves the right to amend the agreement concluded with the awarded tenderer as a result of the procurement for the following reasons:
- a) justified changes in the manner of performance of the subject-matter of the order,
 - b) objective reasons beyond the control of the Contracting Party or tenderer,
 - c) changes in legal regulations in force on the day of signing the contract,
 - d) force majeure,
 - e) occurrence of another obstacle, beyond the control of the tenderer, which prevents the performance of works,
 - f) in the event of changes to the Subject of the Agreement exceeding the material and/or financial scope indicated in the Tender, the Parties undertake that such changes will be introduced by way of an amending Annex and according to the "Guidelines on the eligibility of expenditure under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for 2014-2020".

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