

**REQUEST FOR THE PROPOSAL No. 22/2020 - DUBs****I. ORDERING PARTY**

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**II. OBJECT FOR THE REQUEST*****Purchase of ChemDraw and MestreNova software***

The order is carried out as a part of the project titled:

- **DUBs:** „RESEARCH AND DEVELOPMENT OF DEUBIQUITINASE INHIBITORS IN ANTITUMOR IMMUNOTHERAPY” as part of competition 6/1.1.1/2019, Measure 1.1, R&D Projects of the enterprises, Submeasure 1.1.1 „Industrial research and development works carried out by enterprises”

co-financed by the European Union Funds and because of the competitiveness principle.

**III. THE FORM OF THE ORDER**

- III.1 The request is not made under The Public Procurement Law (Journal of laws of 2019, item 1843 as mentioned).
- III.2 This order is carried out in accordance with the principle of competitiveness, openness, transparency and equal access.
- III.3 The Ordering Party reserves the right to cancel this procedure without providing reasons and also to complete the procedure without choosing the winner tender.
- III.4 The Ordering Party may require Contractors to present explanations concerning the content of submitted bids.
- III.5 In justified cases, at any time, before the deadline for the submission of tenders, OncoArendi Therapeutics SA reserves the right to change the content of this request. If the changes can affect the content of tenders, the Ordering Party shall extend the tender submission deadline. The Ordering Party shall inform potential Contractors about the changes made by publishing relevant information on its website, on Concurrency database website and by e-mail to all Contractors to which the request was sent or to all Contractors who submitted bids.
- III.6 This procedure does not set the obligation for OncoArendi Therapeutics SA to sign any formal contracts.
- III.7 The Ordering Party does allow for submission of partial bids. Contractors may bid on one or all of the Parts listed in point V.

#### **IV. CONDITIONS FOR PARTICIPATION IN THE PROCEEDINGS AND A DESCRIPTION OF THE MANNER OF ASSESSING THE FULFILMENT OF THOSE CONDITIONS**

IV.1 The Request for offers relates to potential Contractors whose scope of business activity is in full compliance with the subject of this Request.

IV.2 The offers may be issued by Contractors who:

- A) have the necessary qualifications to carry out the described activity and have the appropriate technical potential and personnel capable of performing the contract;
- B) are in a good economic and financial standing, which assures proper execution of the order;
- C) will pursue the contract in a way that is beneficial to the environment by minimizing the consumption of materials, raw materials, energy, etc.

As a proof of the above, the Ordering Party requires that the Contractor submit, along with the tender, a statement about fulfilling conditions for participation in the proceedings. The model statement is attached as Appendix 2 to this request for proposal.

IV.3 Excluded from the proceedings shall be those Contractors who are personally or equity related to the Ordering Party. Equity or personal relationship is understood as relations between the Ordering Party or individuals authorized to take commitments on behalf of the Ordering Party or those acting on behalf of the Ordering Party in order to prepare and implement the Contractor selection procedure and the Contractor, including in particular:

- A) participation in the company, in a civil or limited partnership;
- B) holding at least 10% shares or interests;
- C) serving a function of a member of the supervisory organ, a member of the management organ or proxy;
- D) having family ties, such as by marriage, by lineage at first or second degree, by adoption, guardianship or custody.

As a proof of the above, the Ordering Party requires that the Contractor submit, along with the tender, a statement about not being related to the Ordering Party. The model statement is attached as Appendix 3 to this request for proposal.

IV.4 Issuing the offer represent the full acceptance of the rules set in this Request and in particular the essential terms of the contract.

#### **V. DETAILED DESCRIPTION OF THE OBJECT OF THE REQUEST**

CPV Code: 48000000-8 Software packages and IT systems

Part 1: Purchase of MestreNova Lite software

No.	Description	Quantity
1.	MestreNova Lite (perpetual license) single user	1

Software for Windows Operating System

Part 2: Purchase of ChemDraw Professional and ChemDraw Prime software

No.	Description	Quantity
1.	ChemDraw Professional (perpetual license) single user	1
2.	ChemDraw Prime (perpetual license) single user	4

Software for Windows Operating System

**Term of order execution:** as declared by the Contractor in point 3 of Appendix No. 1, no longer than 30 days from the date of confirmation of receipt of the order.

**VI. EVALUATION OF THE OFFERS**

VI.1 Price – weight: 90% (90 pts.)

In this criterion points will be calculated (to two decimal places) according to the formula below:

$$Pc = \frac{C_{min}}{C_{evaluated}} \times 90$$

Pc – Points received

C<sub>min</sub> – The smallest Net price

C<sub>evaluated</sub> – Net price of the offer being evaluated

90 – weight of the criterion (90%)

VI.2 Payment deadline – weight: 10% (10 pts.)

In this criterion, offers will be evaluated in terms of offering the longest possible payment deadline from the date of invoice delivery to the Ordering Party, points will be awarded according to the following scheme:

10 points – when the payment deadline is 30 days from the date of delivery of a correctly issued invoice

5 points - when the payment deadline is 21 days from the date of delivery of a correctly issued invoice

0 points – when the payment deadline is 14 days or less from the date of delivery of a correctly issued invoice

10 – weight of the criterion (10 %)

VI.3 In the case of two or more tenders with equal number of points awarded the Ordering Party shall call Contractors who submitted equally evaluated offers to submit, within the period specified, additional offers. Contractors cannot offer higher prices than offered in the tenders.

## VII. HOW TO PREPARE AND SUBMIT THE OFFER

VII.1 The offer should be signed by the person authorized to represent the Contractor. If the offer is signed by an attorney, a power of attorney must be attached to the offer.

VII.2 Each contractor may submit only one offer.

VII.3 Costs of the offer preparation shall be incurred by the offering party.

VII.4 Offers must be submitted no later than: **24/04/2020 23:59** CET and must be written on the form as in Appendix 1 to the request for proposals.

VII.5 Offers shall be issued only via email to: [m.kaminski@oncoarendi.com](mailto:m.kaminski@oncoarendi.com)

VII.6 The date of receiving the email shall be considered as a date of issuing the offer.

VII.7 Offers that do not meet the deadline, are incomplete or sent to the wrong email address will not be taken into consideration.

VII.8 Any questions concerning the Object of the tender should be addressed to [m.kaminski@oncoarendi.com](mailto:m.kaminski@oncoarendi.com) (+48 518 159 494) no later than 17/04/2020 15:00 (CET). Contact person is: Mariusz Kamiński.

VII.9 Any questions concerning the formal issues of the tender should be addressed to [k.kosinska@oncoarendi.com](mailto:k.kosinska@oncoarendi.com) no later than 17/04/2020 15:00 (CET). Contact person is: Karolina Kosińska.

VII.10 The offer should include the validity date (at least 30 days from the submission deadline).

VII.11 The price should be set in both Net and Gross.

VII.12 The values in the offer (Net and Gross) should be rounded to two decimals with the mathematical rule of rounding the numbers (according to § 5 section 6 of the regulation of Ministry of Finance of 28 November 2008 (Journal of Laws of 2008, No. 212, item 1337, as mentioned).

VII.13 The offer price should include VAT. The correct determination of VAT is responsibility of the Contractor – in accordance with the provisions of the Act of 11 March 2004 on Goods and Services Tax (Journal of Laws of 2004 No. 54 item. 535 as mentioned).

VII.14 The offer shall not be prepared in price variants.

VII.15 The financial settlements between the Ordering Party and the Contractor may be made in PLN, EUR, GBP or USD.

## VIII. TENDER RESULTS

Bidder will be informed about choosing his offer via email. Formal results will be also published on the Ordering Party's website ([www.oncoarendi.com](http://www.oncoarendi.com)) and on Concurrency database website.

## IX. MOST IMPORTANT PROVISIONS OF THE AGREEMENT

IX.1 Contractor will be obligated to enter into the agreement including all conditions presented in this Request and in the offer.

- IX.2 It is not possible to introduce significant changes to the content of the agreement in relation to the content of the offer, which was the base for the Contractor selection, unless:
- A) The amendments concern performing additional supplies or services by the Contractor, not covered by the basic contract, provided they are necessary and the following conditions are met:
    - i. The change of the Contractor cannot be made due to the economic or technical reasons, in particular concerning the interchangeability and interoperability of equipment, services or installations, ordered as part of basic contract,
    - ii. The change of the Contractor would cause significant inconvenience or substantial cost increase to the Ordering Party,
    - iii. The value of any subsequent changes do not exceed 50% of the basic contract value,
  - B) The amendment does not lead to change in the nature of the contract and the following conditions are met:
    - i. The need for the contract change is brought about by circumstances which the Ordering Party, acting with due diligence, could not foresee,
    - ii. The value of a change does not exceed 50% of the basic contract value,
  - C) The amendment does not lead to change in the nature of the contract and the total value changes is less than 214 000 EUR, and at the same time is less than 10% of the basic value.

Any contract amendment must be done in writing, otherwise will not be valid.

~~IX.3 Information regarding contractual penalties:~~

- ~~A) If the offered project execution time (indicated by the Contractor in point 3 of Appendix No. 1) extends for at least 15 days, the Contractor shall pay the Ordering Party a contractual penalty of 1,5% of the net offer price for exceeding the time limit, and then another 2% of net offer price for each additional 15 days of delay. Moreover, the Ordering Party will gain a right to withdraw from the contract of the project execution when execution time is exceeded by at least 60 days. The right of withdrawal can be exercised until December 31, 2020.~~
- ~~B) Due to the termination or withdrawal from the Agreement by either Party for reasons caused by the Contractor, the Ordering Party will charge a contractual penalty of 15% of net offer price.~~
- ~~C) The formal basis for charging contractual penalties will be a debit note the Ordering Party delivers to the Contractor. The Ordering Party shall be entitled to deduct contractual penalties from payments due to the Contractor.~~
- ~~D) The Ordering Party has the right to claim damages in the amount exceeding contractual penalties based on general principles.~~
- ~~E) Contractual penalties will be paid within 7 days from the debit note receipt date.~~
- ~~F) Contractual penalties sum up.~~

**X. APPENDENCIES**

- A) Appendix No. 1 - The offer form

B) Appendix No. 2 - Statement concerning fulfillment of all the requirements set out in part IV of the Request for offers

C) Appendix No. 3 - Statement regarding personal and capital connections with the Ordering Party

D) Appendix No. 4 - Declaration of compliance with the information obligations provided for in Article 13 or Article 14 of the GDPR