

REQUEST FOR PROPOSAL 25/2017 - IBD / IPF / STRATEGMED / YKL-40**I. ORDERING PARTY:**

OncoArendi Therapeutics SA ul. Żwirki i Wigury 101 02-089 Warszawa VAT No. 728 27 89 248	Contact person Karolina Czyżewska k.czyzewska@oncoarendi.com tel. 798352548
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II. OBJECT OF THE REQUEST / PROPOSAL:

Successive delivery of Sircol Collagen Assay S5000 and S6000 or equivalent product, for a period of 12 months from the date of signing the contract.

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

- **IBD:** Preclinical and Clinical Development of a New Chemical Entity for Asthma and Inflammatory Bowel Disease (POIR.01.01.01 00-0168/15)
 - **IPF:** Development of a first-in-class small molecule drug candidate for treatment of idiopathic pulmonary fibrosis through chitotriosidase inhibition (POIR.01.01.01-00-0551/15)
 - **STRATEGMED:** Development of new cancer therapies based on selective antitumor immunomodulators (STRATEGMED2/265503/3/NCBR/15)
 - **YKL-40:** Development of a first-in-class small molecule drug candidate for cancer treatment through YKL 40 inhibition (POIR.01.01.01-00-0552/16)
- co-financed by the National and European Union Funds and because of the competitiveness principle

III. THE FORM OF THE ORDER:

- III.1 The Request is not made under the The Public Procurement Law (29/01/2004 i.e. Dz. U. z 2013 r., poz. 907 z późn. zm.).
- 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 winning tender.
- III.4 In the course of examination and evaluation of the offers the Ordering Party may require Contractors to present explanations concerning the content of submitted bids.
- III.5 The Ordering Party reserves the right to change the content of this request. If the changes can affect the content of tenders submitted in the procedure, the Ordering Party shall extend the tender submission deadline. Any changes made shall be provided promptly to all tenderers to which the request was sent and shall be binding on them.
- III.6 This procedure does not set the obligation for OncoArendi Therapeutics Sp. z o.o. to sign any formal contracts.
- III.7 It is not possible to make an offer for a part of an order.

IV. CONDITIONS FOR PARTICIPATION IN THE PROCEEDINGS:

- 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 parties who:
- have the necessary qualifications to carry out the described activity and have the appropriate technical potential and personnel capable of performing the contract,
 - are in a good economic and financial standing, which assures proper execution of the project in the declared time,
 - are licensed to carry out the activity in question, if this is required by law,
- IV.3 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.4 Issuing the offer represent the full acceptance of the rules set in this Request.
- IV.5 Excluded from the proceedings shall be those contractors who are personally or equity related to the Ordering Part.

V. DETAILED DESCRIPTION OF THE OBJECT OF THE REQUEST:

CPV code: 33696500-0 lab reagents kit assay

Description	Quantity [pcs.]
Siricol Soluble Collagen Assay, (440 assays), S5000	2
Siricol INSOLUBLE Collagen Assay, (400 assays), S6000	2

VI. EVALUATION OF THE OFFERS:

VI.1 Price – weight: 70% (70 pts.)

In this criterion point will be calculated according to the formula below:

$$\text{Points received} = P_c = \frac{C_{\min}}{C_{\text{evaluated}}} \times 70$$

where:

P_c – Points received

C_{min} – the smallest Net price

C_{evaluated} – Net price of the offer being evaluated

70 – weight of the criterion (70%)

VI.2 Delivery time – weight: 30% (30 pts.)

30 points – delivery up to 1 week from the agreement signature / formal quote

25 points – delivery up to 2 weeks from the agreement signature / formal quote
10 points – delivery up to 3 weeks from the agreement signature / formal quote

5 points – delivery up to 4 weeks from the agreement signature / formal quote
0 points – delivery in more than 4 weeks from the agreement signature / formal quote
30 – weight of the criterion (30 %)

VII. HOW TO PREPARE AND SUBMIT THE OFFER:

- VII.1. The offer should be signed by the person authorized to represent the institution.
- VII.2. Each contractor may submit only one offer.
- VII.3. The Contractor should make the offer in Polish or English.
- VII.4. The costs of the offer preparation shall be incurred by the offering party.
- VII.5. Offers must be submitted no later than: **08/05/2017, 23:59** and must be written on the form as in Appendix 1 to the request for proposals
- VII.6. Offers shall be issued via email to: **k.czyzewska@oncoarendi.com**
- VII.7. Offers that do not meet the deadline will not be taken into consideration.
- VII.8. Any questions concerning the Object of the tender should be addressed to k.czyzewska@oncoarendi.com no later than 04/05/2017, 15:00. Contact person is: Karolina Czyżewska
- VII.9. The offer should be valid for at least 30 days from its submission.
- VII.10. The price should be set in both Net and Gross.
- VII.11. The offer shall not be presented in price variants.

VII. TENDER RESULTS

The winner will be informed via e-mail address, Formal results will be also published on the Ordering Party's website (www.oncoarendi.com) and on public domain called Baza Konkurencyjności.

VIII. MOST IMPORTANT PROVISIONS OF THE AGREEMENT

- IX.1 Supplier will be obligated to enter into the agreement including all conditions presented in the Request for 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 Service Provider selection, unless:
 - a) the amendments concern performing additional services by the Service Provider, not covered by the basic contract, provided they are necessary and the following conditions are met:
 - i. the change of the Service Provider cannot be made due to economic or technical reasons, in particular concerning the interchangeability and interoperability of equipment, services or installations, ordered as part of the basic contract,
 - ii. the change of the Service Provider 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 a 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 a change in the nature of the contract and the total value of changes is less than 209 000 EUR, and at the same time is less than 10% of the basic value

d) If the modification of clinical study plan become a matter of necessity, the order description and the Clinical Study Synopsis will be adjusted. The current study plan will be reviewed and validated after analyzing all preclinical toxicology and safety pharmacology data.

If the clinical study plan changes, the contract value will be amended. The amendment will be based on fixed unit prices included in the table no. 2 of the Offer Form (the Appendix 1).

The amendments will not cause introduction of a contract change.

a) If the severe adverse effect or serious adverse reaction occurs, the contract value will be amended. The amendment will be based on fixed unit prices included in the table no. 3 of the Offer Form (the Appendix 1). The amendments will not cause introduction of a contract change.

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 (as defined in Section VI.2.) extends for at least 15 days, the Service Provider shall pay the Ordering Party a contractual penalty of 5% of the net offer price for exceeding the time limit, and then another 5% of net offer price for each additional 30 days of delay. Moreover, the Ordering Party will gain a right to withdraw from the contract if the project execution time is exceeded by at least 60 days.

b) Due to the termination or withdrawal from the Agreement by either Party for reasons caused by the Service Provider, the Ordering Party will charge a contractual penalty of 25% of net offer price.

c) The formal basis for charging contractual penalties will be a debit note the Ordering Party delivers to the Service Provider. The Ordering Party shall be entitled to deduct contractual penalties from payments due to the Service Provider.

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 form the debit note receipt date.

Appendices:

1. The offer form
2. Statement concerning fulfillment of all the requirements set out in part IV of the Request for offers
3. Statement concerning personal or/and capital connections between the Service Provider and the Ordering Party
4. Template of the agreement.