

QUOTE REQUEST

REQUEST: 1/03/2023 - A GLASS BIOREACTOR SYSTEM FOR CULTURING ANIMAL CELLS UNDER CONTROLLED CONDITIONS WITH CONTROLLERS AND SOFTWARE-ENABLED PRECISE CONTROL AND MONITORING OF BIOPROCESSES AND SCALING THEREOF

In connection with the implementation of the project "*Universal proprietary technology for the production of poultry cellular meat*" as part of the 1st competition of the government programme NUTRITECH - nutrition in the light of the challenges for improving the well-being of society and climate change - LABFARM Sp. z o. o. opens a tender procedure for submitting bids for the performance of the subject of the contract specified below.

A. Subject-matter of the contract

1. Supply of the following items under the terms and conditions set out in this tender request:

Glass bioreactor system

that meet the conditions indicated in the URS (User Requirements Specification) document appended as Annex 1 hereto. By submitting a bid, the bidder confirms that all equipment and components supplied will be new.

2. Suggested delivery date: **April/May 2023**
3. Place of delivery of the order: LABFARM Sp. z o.o., ul. Aleja Rzeczpospolitej 10 Suite 61, 02-972 Warsaw. Poland
4. Delivery terms: **DDP according to Incoterms 2021**

B. Terms for participation in the tender proceedings:

The Bidder is required to attach the following documents to the Bid:

1. Registration documents (current excerpt from the National Court Register (KRS), Central Register and Information on Economic Activity (CEiDG) or equivalent).
2. A completed URS document; however, only Bidders who meet the requirements indicated in this attachment as "M", or "Must" will be admitted to the procedure.
3. The Bidder will declare in the bid the completion date of the project in weeks. Bids with a completion date of more than 6 weeks from the date of the contract will be rejected. The Contracting Authority stipulates contractual penalties for failure to meet the declared completion date as described in item F. 6.1 of this document.

C. Bidding terms and conditions:

1. The deadline for the Bids submission is **24.03.2023**
2. The Contracting Authority allows Bidders to ask questions about the contract. Questions should be sent to the following e-mail address: w.macherzynski@labfarm.pl
3. The Contracting Authority will provide answers to the questions asked by posting them on its website at: www.labfarm.pl.
4. Questions concerning the tender can be asked up to and including **20.03.2023**. Questions asked after this deadline may be left unanswered by the Contracting Authority.
5. The opening of Bids shall not be made public.

6. Each Bidder may submit only one bid.
7. The Contracting Authority does not accept partial bids or variants thereof.
8. **The offer, together with the required Annexes, should be sent to w.macherzynski@labfarm.pl, indicating in the subject line of the message "Bid in response to Request for Quote No. 1/03/2023"**
9. **Failure to complete the Annexes in accordance with the Contracting Authority's guidelines may result in the rejection of the bid.**
10. Bidders whose bids do not contain information allowing establishing their validity will be invited to supplement their documents once. Failure to provide addenda by the indicated deadline, or the provision of incomplete addenda, or the provision of addenda that do not comply with the requirements of the Request for Quote, will result in the rejections of bids following prior consideration.
11. In addition to the required documents, the Bidder may also prepare a more detailed bid with a technical description in any format.
12. The bid should be drawn up in Polish in a legible electronic form.
13. The bid should contain at least the following information: the name and address of the Bidder, e-mail and telephone contact of the Bidder's representative, the number of the Request for Quote, the net price, the term of execution, the term and conditions of payment, the term of validity of the bid (not less than 60 days from the deadline for submission of bids).
14. If the price in the bid is expressed in a currency other than PLN, it shall be converted using the average exchange rate of the National Bank of Poland as of 15.03.2023. Bids submitted after the deadline will be left without consideration.
15. Minimum bid validity: **60 days from bid closing date.**
16. The Bidder shall bear all potential costs associated with the preparation and submission of the bid.
17. The Contracting Authority does not provide for reimbursement of the costs of participation in the proceedings.

D. Selection criteria and bid assessment method:

1. The Contracting Authority shall have the right to reject a bid submitted by a Bidder who does not meet the Terms of participation in the proceedings or if the bid does not comply with this RFQ.
2. Bid selection criteria:
 - a. Price - criterion weight - 70% of the overall assessment.
 - b. Delivery date - criterion weight - 30% of the overall assessment.
3. The Contracting Authority will evaluate the bids based on the score achieved, calculated using the above criteria.

Criteria .	Weight [%] .	Method of assessment according to formula .
Price .	70	lowest criterion value/(criterion value of the examined offer x 100) x Weight = number of points.
Execution deadline	30	The completion date should be specified in weeks. lowest criterion value/(criterion value of the examined offer x 100) x Weight = number of points. The maximum lead time is 6 weeks.

4. The bid that meets all the Terms of participation in the procedure and obtains the highest final score will be considered the most advantageous.
5. The results of mathematical operations carried out in assessing reviews of tenders are rounded to two decimal places.

E. Contractor selection and method of announcement:

1. The Contracting Authority will select the most advantageous bid on the basis of the Bid Evaluation Criteria set out in this Request for Quote.
2. The Contracting Authority will post information on the results of the proceedings on its website: www.labfarm.pl.

F. Material terms and conditions

1. The Contracting Authority will enter into a contract with the Bidder (Supplier) as a result of the outcome of the procedure.
2. The items offered in the proceedings must be brand new and consist exclusively of brand-new components.
3. In the event that a specific product (brand name) is used in the specification, the Contracting Authority shall allow bids containing an equivalent product (brand name) for these items. An "equivalent" product (brand) shall be understood to mean products with properties not inferior to those indicated in the Request for Quote. To confirm the quality of equivalent products (brands), the Supplier shall attach relevant documents to the bid, which prove beyond any doubt that the offered item is of the same or better quality. All risks associated with proving the "equivalence" rest with the Supplier. The Supplier shall be obliged to demonstrate that the supplies offered meet the requirements specified by the Contracting Authority.
4. Commercial terms of the contract:
 - 4.1. **Payment deadline:** a minimum of 30 days from the date of delivery of a valid invoice to the Contracting Authority together with an accepted handover/acceptance protocol of individual deliveries.
 - 4.2. **Prepayment:** the Contracting Authority accepts a maximum prepayment/advance payment level of 20% of the contract value, based on a bank or insurance guarantee - unconditional at the first request of the Contracting Authority.
 - 4.3. **Quality guarantee:** a minimum of 2 years from date of installation.
 - 4.4. **Transport according to Incoterms 2021- DDP.**
5. The Supplier shall pay liquidated damages to the Contracting Authority:
 - 5.1. For a delay in the performance of the subject matter of the contract (in accordance with the schedule for the performance of the subject matter of the contract to be developed by the Parties to the contract and forming an Annex to the contract), for each commenced week of delay - 1.25% (in words, one point twenty-five percentage points). The limit of the liquidated damages for delay shall not exceed 20%.
 - 5.2. For withdrawal from the contract for reasons for which the Contracting Authority is not responsible, equal to 20%.
 - 5.3. For delayed repairs during the warranty period, for each week of delay equal to PLN 2,500/week. When the delay in repairs exceeds 3 weeks, the Contracting Authority shall be

entitled to use substitute workmanship at the Supplier's expense and risk.

6. If the damage suffered by the Contracting Authority exceeds the value of the liquidated damages, the Contracting Authority shall be entitled to claim compensation on general terms.
7. The contract will provide for the possibility of deducting the amount of liquidated damages directly upon payment of the VAT invoice relating to the performance of the service.
8. The Supplier should ensure the availability of spare parts that are critical to the operation of the equipment without downtime.
9. **In the course of its performance, changes may be made to the Contract regarding the method and date of order execution as a result of:**

a) The manner of execution of the subject matter of the contract as a result of a change in the principles of financing the task resulting from agreements signed by the Contracting Authority with Intermediate Institutions or other factors related to the implementation of the project in question, independent of the Contracting Authority;

b) Delays for reasons attributable to the Contracting Authority;

(c) Occurrences of force majeure (natural disaster, civil unrest, military action, etc.);;

(d) Administrative decisions (decisions by public authorities, changes to existing law, waiting for previously unexpected but necessary expert results, court judgements, etc.);;

(e) Changes to the schedule for the performance of the contract resulting from the provisions of the Contracting Authority's contract with the National Centre for Research and Development, if this contract has been amended after the award of the contract;

f) Downtime and delays attributable to the Contracting Authority, directly affecting the timely performance of the subject matter of the contract - by a maximum of the period of downtime and delays.

The delays referred to above must be documented by applicable protocols signed by both parties.

In the aforementioned cases, the parties shall agree on new deadlines, but the maximum period of postponement of the deadline for the completion of the subject of the contract shall be equal to the period of these delays.

The occurrence of any of the above-mentioned circumstances shall not constitute an absolute obligation on the part of the Contracting Authority to make such changes, nor shall it constitute grounds for a claim by the Contractor to do so.

Any changes to the content of the contract may only be made in the form of an addendum signed by both parties, under pain of nullity.

G. General provisions

1. Submitting a bid is tantamount to accepting without reservations all the terms of the procedure.
2. The Contracting Authority does not provide for legal remedies for participants in the proceedings against the decisions of the Contracting Authority made in the tender proceedings.

3. The Contracting Authority reserves the right to terminate (close) the tender proceedings without selecting any of the bids submitted, without informing the Contractors in advance and without giving reasons for such termination.
4. Contractors shall not be entitled to make any claims to the Contracting Authority in connection with the Request for Quote and the project proceedings, including for costs and damages incurred, in particular, in the event that the Contracting Authority cancels the proceedings or selects another Contractor.
5. Refusal by the Contracting Authority to conclude a contract in the event of notification to the contractor of the selection of its bid shall not constitute the basis for a claim for the costs incurred for participation in the tender proceedings.
6. In the course of evaluating the bids submitted, the Contracting Authority may request clarifications from contractors regarding the content of the documents submitted.

H. Cooperation and communication during the preparation of the response

1. The person authorised to contact bidders on Monday-Friday between 09:00 and 17:00 is Wiesław Macherzyński, e-mail: w.macherzynski@labfarm.pl.

RFQ Annexes:

Annex 1 - A GLASS BIOREACTOR SYSTEM FOR CULTURING ANIMAL CELLS UNDER CONTROLLED CONDITIONS WITH CONTROLLERS AND SOFTWARE-ENABLED PRECISE CONTROL AND MONITORING OF BIOPROCESSES AND SCALING THEREOF