**Request for Bids No. 01/WPD108/2021**

**announced on the 02.07.2021**

on the implementation of the Project entitled "Inhibition of glycolysis as a new approach to the therapy of SARS-CoV-2 coronavirus infection" applying for funding in the competition -" Fast path "under the Smart Growth Operational Program 2014-2020, Priority I" Support for R&D work by enterprises "Measure 1.1 R&D projects of enterprises Sub-measure 1.1.1 Industrial research and development works carried out by enterprises Competition 5 / 1.1.1 / 2020 - Fast track - Coronaviruses.

1. **Awarding Entity.**

**Awarding Entity's name and address:**

WPD Pharmaceuticals sp. z o. o. with its registered office in Warsaw address: ul. Żwirki i Wigury 101, 02-089 Warsaw entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw in Warsaw, 12th Commercial Division of the National Court Register, under No. KRS 0000693186, VAT#: 5252721500, the initial capital of PLN 2 969 200,00.

Phone: +48 515 262 381

[www.wpdpharmaceuticals.com](http://www.wpdpharmaceuticals.com)

**Awarding Entity's authorized representative:**

Mariusz Olejniczak – President of the Management Board

**Contact person for the Request for Bids authorized by the Awarding Entity:**

Mariusz Olejniczak

e-mail: oferty@wpdpharmaceuticals.com

1. **Contract award procedure**

The contract award procedure will be organized as a request for bids compliant with the Competitiveness Rule set out in the *Guidelines on the Eligibility of Expenses under the European Regional Development Fund, European Social Fund and Cohesion Fund for 2014-2020* of December 21 2020, version valid from January 01 2021 [reference no.: MIiR/2014-2020/12(5)], issued according to Article 5(1) of the Act of July 11, 2014, on the rules of implementation of cohesion policy programs funded in the 2014-2020 financing perspective (consolidated text: Journal of Laws of 2018, item 1431), available from:

<https://www.poir.gov.pl/strony/o-programie/dokumenty/wytyczne-w-zakresie-kwalifikowalnosci-wydatkow-w-ramach-europejskiego-funduszu-rozwoju-regionalnego-europejskiego-funduszu-spolecznego-oraz-funduszu-spojnosci-na-lata-2014-2020/>.

1. **Description of the Contract Object.**
2. **Order type:** delivery
3. **Name and code according to the Common Procurement Vocabulary (CPV):**

CPV: 24327000-2 - Various organic chemicals

1. **Contract Object.**
2. Przedmiotem zamówienia jest sukcesywna sprzedaż i dostawa (wg potrzeb Zamawiającego) odczynników do hodowli komórkowych wg poniższej specyfikacji, dla WPD Pharmaceuticals sp. z o.o., niezbędnych do realizacji projektu POIR.01.01.01-00-0912/17. Przedmiot zamówienia musi być pełnowartościowy, wolny od wszelkich wad fizycznych i prawnych oraz uszkodzeń́.
3. **Specyfikacja przedmiotu zamówienia – odczynniki (pożywki i suplementy) do hodowli komórkowych (łącznie zwane dalej „Odczynnikami”):**
   1. EMEM + stabilnaL-glutamina – pożywka EMEM minimalna Eagle z solami Earle, zawierająca czerwień fenolową, stabilną formę L-glutaminy – L-alanyl-L-glutamine (2 mM) i D-glukozę (1 g/l), bez buforu HEPES, w butelkach po 500 ml – **25 butelek**
   2. DMEM + stabilnaL-glutamina + pirogronian sodu – pożywka DMEM z wysoką zawartością glukozy (4.5 g/l), zawierająca czerwień fenolową, stabilną formę L-glutaminy – L-alanyl-L-glutamine (2 mM) i pirogronian sodu (1 mM), bez buforu HEPES, w butelkach po 500 ml – **60 butelek**
   3. RPMI 1640 + stabilnaL-glutamina – pożywka RPMI 1640, zawierająca czerwień fenolową, stabilną formę L-glutaminy – L-alanyl-L-glutamine (2 mM) i D-glukozę (2 g/l), bez buforu HEPES, w butelkach po 500 ml – **60 butelek**
   4. F-12K – pożywka Nutrient Mixture F-12 Ham with Kaighn′s Modification, zawierająca czerwień fenolową, stabilną formę L-glutaminy – L-alanyl-L-glutamine (2 mM) i D-glukozę (1-2 g/l), bez buforu HEPES, w butelkach po 500 ml – **25 butelek**
   5. FBS – wysokiej jakości płodowa surowica bydlęca odpowiednia do hodowli komórkowych, pochodzenia non-USA (zatwierdzona w EU), sterylna (sterile-filtered) (termicznie inaktywowana albo nie-inaktywowana), z obniżoną zawartością endotoksyn i hemoglobiny, testowana na obecność wirusów i mykoplazmy, w butelkach po 500 ml – **25 butelek**
   6. Pirogronian sodu – roztwór 100 mM, sterylny (sterile-filtered), odpowiedni do suplementacji hodowli komórkowych, w butelkach po 100 ml – **5 butelek**
   7. D-glukoza –roztwór sterylny (sterile-filtered), o minimalnym stężeniu 40%, odpowiedni do suplementacji hodowli komórkowych, w butelkach po 100 ml – **2 butelki**
   8. NEAA – roztwór non-essential amino acids 100x, sterylny (sterile-filtered), odpowiedni do suplementacji hodowli komórkowych, w butelkach po 100 ml – **2 butelki**
   9. Insulina ludzka (rekombinowana) – sterylny roztwór (sterile-filtered), odpowiedni do suplementacji hodowli komórkowych, dostępny w opakowaniach po 5 ml – **2 opakowania (2 x 5 ml)**
   10. Amfoterycyna B – 0.25 mg/ml roztwór sterylny (sterile-filtered), odpowiedni do suplementacji hodowli komórkowych, w butelkach po 100 ml – **10 butelek**
   11. Penicylina-streptomycyna – 10000 units penicillin-10 mg streptomycin/ml roztwór sterylny (sterile-filtered), odpowiedni do suplementacji hodowli komórkowych, w butelkach po 100 ml – **10 butelek**
   12. ECGS – suplement do wzrostu komórek śródbłonka (endothelial cell growth suplement), odpowiedni do suplementacji hodowli komórkowych, filtrowany przed liofilizacją, testowany na obecność mykoplazmy, dostępny w opakowaniach po 15 mg – **10 opakowań (10 x 15 mg)**
   13. Heparyna (sól sodowa) – wysokiej jakości, odpowiednia do suplementacji hodowli komórkowych, sterylna (sterile-filtered), dostępna w opakowaniach po 10000 jednostek – **10 opakowań (10 x 10KU)**
   14. Trypsyna(0.25%)-EDTA (0.5-1 mM) – roztwór sterylny (sterile-filtered) w HBSS, z czerwienią fenolową, bez jonów magnezu i wapnia, testowana na obecność wirusów i mykoplazmy, w butelkach po 100 ml – **50 butelek**
   15. DPBS+Ca,Mg – bufor Dulbecco’s Phosphate Buffered Saline, zawierający jony wapnia i magnezu, roztwór sterylny (sterile-filtered), odpowiedni do hodowli komórkowych, w butelkach po 500 ml – **100 butelek**
   16. DPBS-Ca,Mg – bufor Dulbecco’s Phosphate Buffered Saline, nie zawierający jonów wapnia czy magnezu, roztwór sterylny (sterile-filtered), odpowiedni do hodowli komórkowych, w butelkach po 500 ml – **100 butelek**
   17. DMSO – sterylny (sterile-filtered), wysokiej jakości odpowiedni do hodowli komórkowych i krioprezerwacji komórek, dostępny w ampułkach po 10 ml – **10 ampułek**
   18. Zestaw do usuwania infekcji mykoplazmy z hodowli komórkowych – szybki, skuteczny, nietoksyczny i nie wpływający na metabolizm komórek ssaczych – **1 opakowanie**
4. The contract object is a delivery of an active substance which is a small molecular organic compound (hereinafter referred to as the Product), for research and development work and clinical trial purposes, as well as preparation of regulatory documentation compliant with the EU GMP regulations for this active pharmaceutical ingredient (API).
5. The Product must be wholesome, free from any physical and legal defects or damage. It must meet European regulatory requirements of Good Manufacturing Practice (GMP) for active pharmaceutical ingredients and medicinal products, as well as appropriate must-have documentation, including QC release, according to the Article 48 of Directive 2001/83/EC of the European Parliament and of the Council of November 06, 2001, on the Community code relating to medicinal products for human use (OJ L 311, 28.11.2001, p.67; Consolidated version: 28.01.2019).
6. The Contractor will provide the Product at his own expense and risk along with the necessary documentation, including release certificate (for each batch manufactured in the GMP standard), confirming that the Product meets the requirements specified in Article 48 of Directive 2001/83/EC.
7. The scope of the service is GMP manufacturing of a small organic compound, including the preparation of regulatory documentation for the active pharmaceutical ingredient.
8. The Bid includes:

* Development of analytical methods for analytical testing and stability studies of the manufactured active substance;
* Production of at least 15 kg of the Product, according to the EU GMP standard for the clinical trial purpose including investigational product formulation development, for stability studies and for archiving;
* Analytical methods validation in GLP standard for analytical testing and stability studies;
* Establishment and characterization of a standard for the small molecular organic compound (API and impurity working standards), with the report prepared in the English language;
* Qualitative analysis of the produced small molecular organic compound with the analytical report and Certificate of Analysis (CoA);
* 1, 3, 6 and 12-month and accelerated (3-month) stability studies for the active pharmaceutical ingredient in the solid phase and/or in solutions, following the international ICH Guidelines;
* Storage of the Product in GMP compliant conditions for 12 months;
* QC Product release for formulation studies and clinical trials with complete documentation;
* Preparation of documentation necessary for the implementation of tasks indicated in the Bid,

6) Submitting a copy of all documentation developed during the Bid implementation includes completing ASMF documentation, according to the European GMP standards for a regulatory purpose, in an acceptable format (3.2.S. module).

7) The Ordering Party allows the preparation of documentation created as part of the Bid to be provided

8) Indication of the trade name or the source of origin in the procurement documentation defines the product class and serves only to establish the technical standard and qualitative, and does not indicate a specific product or manufacturer. The original nomenclature or symbolism was given to define the subject of the Contract.

9) The Contractor may offer equivalent solutions. A contractor who in his offer refers to the use of matching products is obliged to prove that the products offered by him meet the requirements specified by the Ordering Party by entering the name of the equivalent Product and attaching to the offer a description of the equivalent Product (e.g. product catalogue description) from which it should be clear that the offered Product has the same or better technology and quality parameters than those specified by the Ordering Party.

10) The Awarding Entity does not allow variants.

11) The awarding Entity does not envisage awarding supplementary contracts within three years from the basic contract award.

*NOTE: The above-order will be implemented under the condition that the Ordering Party concludes a contract for co-financing to implement the Project, referred to in the title of this Inquiry. A conditional agreement, taking into account the essential provisions of Inquiry No. 01/WPD108/ 2021, will be concluded with the Contractor selected under this procedure, on the terms set out in Chapter XVI, with the Ordering Party reserving the right to extend the provisions of the conditional agreement template.*

1. **Order Delivery Date.**

1. The order fulfilment period should not exceed seven months, excluding stability tests.

2. The subject of the Contract will be deemed to be completed in full after the Ordering Party accepts each Package and all stages of the order carried out as part of a given Package, confirmed by delivery and acceptance protocols and no objections to the manner of contract performance.

1. **Place of the order implementation.**
2. The Contractor will implement the contract object.
3. The contract object will be delivered by the Contractor to the Awarding Entity headquarter at:

WPD Pharmaceuticals Sp. z o.o.

ul. Żwirki i Wigury 101

02-089 Warszawa, Poland

1. **Contract award procedure participation terms.**

1. Contractors who are not excluded from the contract award procedure may apply for the Contract award.

2. To demonstrate compliance with the conditions for participation in the bidding procedure, the Contractor shall submit a declaration following the template constituting Annex 2 to the Inquiry.

1. **Grounds for exclusion from the contract award procedure.**
2. Contractors who have the capital or personal links to the Awarding Entity shall be excluded from participation in the contract award procedure; capital or personal connections shall be understood as mutual ties between the Contractor and the Awarding Entity or persons authorized to incur obligations on behalf of the Awarding Entity, or persons performing any activities related to the contractor selection procedure on behalf of the Awarding Entity; such links shall in particular include:
   1. participation in the company in the capacity of a partner in a civil law company or partnership;
   2. ownership of at least 10% of shares or stock, provided that a lower threshold is not mandated under legal regulations or rules concerning the principles of implementation of the Project covered by the Request for Bids,
   3. holding the function of a member of a supervisory or management body, a commercial representative or an attorney;
   4. being married to or having lineal consanguinity or direct affinity, collateral consanguinity or affinity to the second degree to, or being adopted by, or being under the guard or custody of such persons,

or any other relationships that may result in the conflict of interests while awarding the Contract and violating the competition principle. Should any capital or personal links be revealed between the Contractor and the Awarding Entity, the Contract shall not be awarded to the Contractor.

1. To demonstrate the absence of premises referred to in paragraph 1, being the basis for excluding the Contractor from participation in the contract award procedure, the Contractor is obligated to submit together with the Bid Form, completed following the specimen, Declaration of no capital or personal links, according to the example" Declaration of no capital or personal connections".
2. Failure to submit the Declaration referred to in paragraph 2 will exclude the Contractor from the contract award procedure. Excluding the Contractor from the contract award procedure means rejection of the Bid submitted by the Contractor.
3. The Awarding Entity may exclude the Contractor from the contract award procedure at any stage.
4. **Bid evaluation criteria and method. Information on the weights assigned to particular criteria.**
5. Selecting the best offer, the Awarding Entity shall evaluate the "Gross total price" criterion: **Price -100%.**
6. The score for this criterion shall be calculated as follows:

Lowest bid price

* + 1. Score granted to the evaluated offer = ---------------------- x 100

Evaluated bid price

1. The price must be given in Polish zlotys, numerically, to two decimal places and in words. The price must include all costs of the Contract, including value-added tax. The prices specified in the offer are valid for the entire period of validity of the offer and will be binding for the concluded Contract. All other costs to be borne by the Contractor in the performance of the Contract, and not included in the offer price, will not be additionally billed by the Ordering Party.
2. In a situation where the public tender procedure involves foreign entities which, under different regulations, are not obliged to pay VAT in Poland, offers prepared by such Contractors include the price with 0% VAT rate. The tax obligation in the situation of purchasing goods or services from foreign entities, following the provisions of the Act on tax on goods and services, rests then with the Ordering Party. When evaluating the offer in terms of the price criterion, the Ordering Party, to compare these offers, will add to the offer price of foreign entities, the amount of VAT due and customs duties (if applicable - Contractors from outside the European Union), which are charged to the Ordering Party for the performance of the Contract.
3. The Ordering Party will convert prices given in a currency other than PLN to evaluate offers into PLN according to the official average exchange rate published by the National Bank of Poland on the date of publication of the notice to the Competitiveness Base. Average exchange rates are available at the following internet address: http://www.nbp.pl/
4. As a result of the assessment made according to the criteria specified in sec. 1, an offer may receive a maximum of 100 points.
5. Scoring will be given to two decimal places.
6. The most advantageous, economically and qualitatively, the offer will be considered, which will not be rejected and will receive the highest number of points during the evaluation.
7. The Awarding Entity will award the Contract to the Contractor whose tender received the highest number of points.
8. When two or more offers receive the same number of points in the price criterion, the Ordering Party will request the Contractors to submit additional offers. The prices offered in additional offers may not be higher than in the original proposal.
9. **Bid preparation method.**
10. The Bid must be prepared using the form which constitutes Appendix 1 to the Request for Bids - "Bid Form".
11. The content of the submitted Bid must be consistent with the Request for Bids
12. The offer must be accompanied by:

* Declaration of the compliance with the requirements, which constitutes Appendix 2 to the Request for Bids;
* a written statement of the person who can qualitatively release the Product indicated by the Contractor for the performance of the Contract, confirming his authorization to release active substances in the territory of the European Union, along with an indication of the possibility of ensuring the data presented in the statement through publicly available registers or data provided by relevant offices, by providing website address of the register or office or another reliable source (according to the template constituting Annex 3 to the Inquiry "Qualified Person's Statement");
* documents (or copies certified to be true copies) confirming the Contractor's possession of a European GMP standard certificate for the production of low molecular weight cytotoxic organic compounds as API or equivalent, recognized in the European Union;
* documents (or copies certified to be true copies) confirming that the Contractor holds European ISO 14061 certificates or equivalent, identified in the European Union
* other documents required by law (copies certified to be true to the original) concerning, in particular, the production, analysis and storage of low molecular weight organic cytotoxic compounds, including the current permit for the production of low molecular weight organic cytotoxic compounds issued by the Main Pharmaceutical Office or another office competent for the country of the Supplier's seat, recognized by the European Union, allowing for confirmation of compliance with the requirements specified by the Ordering Party in the Description of the Subject Matter of the Order.
* a power of attorney to submit an offer in the original or a certified copy, if an attorney has signed the offer on behalf of the Contractor,
* if the Contractor provides personal data other than directly related to him and applies the information obligation referred to in Art. 13 sec. 4 or article. 14 sec. Five of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, on the protection of individuals concerning the processing of personal data and the free movement of such data, and repealing Directive 95/46 / EC (General Data Protection Regulation ) (Journal of Laws UE L119, p. 1), a statement saying "I declare that I have fulfilled the information obligations provided for in Art. 13 or article. 14 Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, on the protection of individuals with regard to the processing of personal data and the free movement of such data, and repealing Directive 95/46 / EC (General Data Protection Regulation ) (Journal of Laws UE L 119 of 04.05.2016, p. 1) towards natural persons from whom I obtained personal data directly or indirectly to apply for a public contract in this procedure."

1. The offer with attachments must be signed. An unsigned offer will be considered invalid and will be rejected. The Contractor may sign the proposal with an electronic signature.
2. The offer with attachments should be submitted in Polish; however, for this Inquiry, the Ordering Party allows submitting the proposal in English.
3. The Contractor, before the deadline for submitting offers, may change or withdraw the submitted Bid.
4. The awarding Entity informs that the offers submitted in the procedure are open to the public and shall be made available from the moment of their opening, except for information constituting a business secret. Elements of the offer that the Contractor intends to reserve as a business secret within the meaning of Art. 11 sec. 4 of the Act of April 16, 1993. on combating unfair competition (Journal of Laws of 2020, item 1913, as amended), the "business secret" should be described. The content of the offer should contain information that the document is restricted. The Contractor is obliged to demonstrate that the proprietary information is a business secret. Accordingly, if the Contractor fails to complete the obligations as mentioned earlier, the Ordering Party will have the basis to recognize that the trade secret is ineffective and therefore will treat the given information as not subject to protection and not a business secret within the meaning of the Act on Combating Unfair Competition. The Contractor may not reserve data concerning the elements of the price, the Contractor's name and his seat.
5. The Contractor shall bear all costs related to the preparation and submission of the offer.
6. **Bid submission place and method.**

1. The offer should be submitted by e-mail to the Ordering Party's e-mail address: oferty@wpdpharmaceuticals.com or via the Competition Base at https://bazakonkurencyjnosci.funduszeeuropejskie.gov.pl/.

2. The Contractor may submit only one offer. Submitting more bids by one Contractor will result in their rejection.

1. **Bid submission date.**
2. The deadline for submitting offers expires on August 10, 2021, at 23.59
3. The date of submission of the proposal shall be the date of receipt of the proposal by the e-mail address of the Ordering Party or by the e-mail of the Competitiveness Base.
4. Bids submitted after the bid submission deadline will not be considered.
5. The Ordering Party reserves the right to extend the deadline for submitting tenders. In such a case, the Ordering Party will each time provide relevant information at the place of publication of the Inquiry No. 01 / WPD108 / 2021, i.e. in the Competition Base at https://bazakonkurencyjnosci.funduszeeuropejskie.gov.pl / and on the Ordering Party's website at www.wpdpharmaceuticals.com
6. **Bid validity period.**
7. The Bid shall be valid for 60 days starting from the date of the bid submission deadline.
8. The Contractor alone or at the Request of the Awarding Entity may extend the period of being bound by the Bid with the provision that the Awarding Entity may only once, at last, three days before the expiry of the bid validity period, ask the Contractor for permission to extend this period for a designated time, but no longer than 60 days.

# The manner, scope and persons authorized to communicate with Contractors.

1. Communication between the Ordering Party and Contractors takes place using electronic means of communication to the Ordering Party's e-mail address indicated in Chapter I Inquiry (Oferty@wpdpharmaceuticals.com) or via the Competition Base (https://bazakonkurencyjnosci.funduszeeuropejskie.gov.pl/)
2. To obtain a Detailed Description of the Subject of the Order, the Contractor is obliged to sign a confidentiality agreement and send it to the e-mail address: Oferta@wpdpharmaceuticals.com - Annex No. 4. The Ordering Party will immediately send the return address to the return address from the date of receipt of the signed confidentiality agreement. Contractor's e-mail or other, indicated by the Contractor in the correspondence, Detailed Description of the Subject of the Order. The Contractor should send the Ordering Party a confidentiality agreement within the time limit provided for submitting applications and inquiries for the procedure in question. The Ordering Party shall not be liable for a delay in submitting the offer resulting from the late receipt of the Detailed Description of the Subject of the Order as a result of the Contractor's late sending of the confidentiality agreement or indication of an incorrect e-mail address of the Contractor or failure of the Contractor's e-mail or other reasons attributable to the Contractor.
3. The Contractor may request the Ordering Party to explain the content of the Inquiry. The Ordering Party is obliged to answer the Contractor's questions within the time limit enabling the submission of the offer not later than six working days before the deadline for submitting the Bid, provided that the Request for clarification was received by the Ordering Party not later than seven days before the deadline for submitting the offers.
4. Suppose the Request for clarification of the Inquiry content was received later than seven days before the deadline for submission of tenders. The contracting authority may provide explanations or leave the application without consideration.
5. The extension of the deadline for submitting tenders does not extend the deadline for submitting requests for clarification of the content of the Inquiry to which the Awarding Entity is obliged to answer.
6. The Ordering Party shall post the content of the questions and answers at the place of publication of the Inquiry No. 01/WPD108/2021, i.e. in the Competitiveness Database at https://bazakonkurencyjnosci.funduszeeuropejskie.gov.pl/ and on the Ordering Party's website at www.wpdpharmaceuticals .com and www.wpdpharmaceuticals.pl, The explanations will constitute an integral part of the Inquiry.
7. The Ordering Party reserves the right to amend or supplement the Inquiry at any time before the deadline for submission of tenders. In this case, information about the introduced changes or additions, together with an indication of the date of publication of the change and a description of the changes or additions made, will be immediately posted at the place of publication of Inquiry No. 01/WPD108/2021, i.e. in the Competition Base at https://bazakonkurencyjnosci.funduszeeuropejskie.gov.pl/ and on the Ordering Party's website at www.wpdpharmaceuticals.com and www.wpdpharmaceuticals.pl
8. If the scope of the changes introduced to the Inquiry or the explanations provided result in the necessity to modify the offers, the Ordering Party, in the manner specified in Chapter XI paragraph 4, extend the deadline for submitting bids.
9. Suppose the contract price offered by the Contractor seems grossly low and raises the Ordering Party's doubts as to the possibility of performing the subject of the Contract under the requirements specified in the Inquiry. In that case, the Ordering Party may request the Contractor for clarification, including submission of evidence regarding the price calculation.
10. The Ordering Party reserves the right to correct obvious typographical errors in the offer, obvious accounting errors, taking into account the accounting consequences of the corrections made, which do not cause significant changes to the content of the offer.
11. The Ordering Party reserves the right to summon Contractors whose offers were received on time, but contain deficiencies or errors, to complete them, correct them or to submit explanations, setting an appropriate deadline for this purpose and indicating the scope of required corrections, supplements and the method of their delivery. Failure to meet the deadline indicated by the Ordering Party will result in the rejection of the offer.
12. The Request for corrections, supplements and explanations may only refer to deficiencies or errors of a formal nature. It is not allowed to change the submitted offer.

**XIV. Announcement of the selected Bid and grounds for the selection.**

1. The Awarding Entity shall publish the results of the procedure identifying the selected Contractor on the site where Request for Bids No. 01/WPD108/2021 was first published, i.e. in the Competitiveness Base on: <https://bazakonkurencyjnosci.funduszeeuropejskie.gov.pl/> and on the Awarding Entity's website on: [www.wpdpharmaceuticals.com](http://www.wpdpharmaceuticals.com), not later than within 30 days of the expiry of the bid submission deadline.
2. The Awarding Entity is not planning to hold a public opening of the bids.

**XV. Procedure cancellation conditions.**

1. The Awarding Entity reserves the right to cancel or amend the contract award procedure at any stage or to declare the procedure null and void or not to select any Contractor without stating the cause. At the same time, the Awarding Entity announces that according to valid legal regulations, this Request does not constitute an offer within the meaning of Article 66 of the Act of April 23 1964 – Civil Code (Journal of Laws of 2018, item 1025, as amended), neither is it an announcement within the meaning of the Public Procurement Act (Journal of Laws of 2017, item 1579, as amended).
2. Contractors shall not assert any claims against the Awarding Entity should the Awarding Entity enforce the right referred to in clause one above.

**XVI. Contract signing and amendment terms; contract performance deadline.**

1. **Contract signing terms.**

1) The Ordering Party will call the selected Contractor to sign the Contract by sending the information to the e-mail address indicated in the offer, indicating the date of signing the Contract.

2) If the Applicant withdraws from signing the Contract, the Ordering Party may sign a contract with the following Contractor whose offer has received the next highest number of points.

3) The conditional agreement will be drawn up considering the essential provisions of the template constituting Annex 5 to the Inquiry.

1. **Contract amendment terms.**

The Ordering Party indicated the possibility of changing the contractual provisions in Appendix 5 to the Inquiry.

1. **Deadline and manner of contract execution.**
2. The Awarding Entity plans to sign the contract with the selected Contractor within a maximum of 60 days from the date of submitting the bids. This deadline may change in the event of the extension of the period of being bound by the Bid.
3. The deadline for contract execution shall start on the date of delivery by the Awarding Entity necessary documentation and expire upon final approval of the delivery and acceptance protocol, providing the Awarding Entity complete documentation developed as a part of the Contract (including submitting to the electronic database offered by the Awarding Entity) and with no objections as to the performance of the Contract.
4. The Awarding Entity shall pay for each task package or stage of the order, confirmed by the Awarding Entity with the delivery and acceptance protocol, within 30 days from the date of receipt of the correct invoice. The value of the invoice submitted for payment will correspond to the value of the Contract.
5. The invoice will be submitted after approval and signing of the delivery and acceptance protocol, confirming the correct implementation of each stage of the Contract by the Awarding Entity.

**XVII. Additional information.**

Protection of natural persons with respect to personal data processing:

According to Article 13(1) and (2) of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, on the protection of natural persons concerning the processing of personal data and the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ L 119 of May 04 2016, p. 1) (hereafter "GDPR"), the Awarding Entity would like to inform you that we control your personal data.

The controller of your personal data is:

**WPD Pharmaceuticals sp. z o. o.**

with headquarters in Warsaw (02-089), ul. Żwirki Wigury 101, (hereinafter: we or WPD).

You can contact us as follows:

a. by letter to the following address: ul. Żwirki Wigury 101, 02-089 Warsaw

b. electronically: [gdpr@wpdpharmaceuticals.com](mailto:gdpr@wpdpharmaceuticals.com)

**1. Data Protection Officer**

WPD has not appointed a Data Protection Officer; however, it employs an information security specialist. It is a person who can be contacted in all matters relating to processing your personal data and exercising your rights related to data processing.

You can contact the information security officer as follows:

a. by letter to the following address: ul. Duńska 9, 54-427 Wrocław

b. electronically: [gdpr@wpdpharmaceuticals.com](mailto:gdpr@wpdpharmaceuticals.com)

2. The purposes of processing your personal data

We will process your data in order to conduct a public procurement procedure or to conclude and perform a contract;

**legal basis:**

* + - Art. 6 section 1 letter b (GDPR), i.e. "processing is necessary for the performance of a contract to which the data subject is party or to take steps at the request of the data subject prior to entering into a contract";
    - Art. 6 sec. 1 lit. c (GDPR), i.e. "processing is necessary to fulfil the legal obligation incumbent on the administrator";
    - Art. 6 sec. 1 lit. e (GDPR), i.e. "processing is necessary for the performance of a task carried out in the public interest or in the exercise of public authority entrusted to the administrator";
    - Art. 6 sec. 1 lit. f (GDPR), i.e. processing is necessary for the legitimate interests pursued by the Administrator or a third party, except where these interests are overridden by the interests or fundamental rights and freedoms of the data subjects, requiring the protection of personal data, in particular when the data subject is a child.

The legal interest of the Administrator comes down to:

* for pursuing claims and defending against claims in ordinary courts.
* Act of September 29, 1994, on accounting (Journal of Laws of 2019, item 351)

which was the reason for contact with WPD in the scope of provided data personally or by a third party. Providing your data is voluntary for the preparation, implementation and performance of a public contract; it may be a statutory or contractual requirement or a condition for concluding a contract. Failure to do so may result in the inability to join or perform a public contract.

3. The period of storage of your personal data

WPD will process your personal data for the period of:

* Four years - offers
* Five years - from the end of the procedure (complete documentation regarding the awarded Contract),
* For the duration of the Project (complete documentation on orders from EU funds),

to the extent provided by the Entity with which WPD concluded the Contract.

4. Categories of personal data

We will process your personal data to the extent provided in the proceedings or related to the conclusion and performance of the Contract.

5. Recipients of your personal data

We will not transfer your data to other entities unless it results from legal provisions or requires consideration of the case outside the WPD (e.g. in the case of conducting cases before the National Appeal Chamber) and in the case of contracts, except for requests for access to public information, only to the extent specified by law.

We will not transfer your personal data to third countries.

6. Source of personal data

The data was provided to WPD by an entity involved in the contract award procedure or is related to the conclusion and performance of the Contract.

7. Information on automated decision making

We will not process your data in an automated manner (profiling).

8. Your rights related to the processing of personal data

You have the following rights related to the processing of personal data:

* The right to access data (Article 15 of the GDPR),
* The right to request rectification (Article 16 of the GDPR),
* The right to delete data (the right to be forgotten) to a limited extent (Article 17 of the GDPR)
* The right to restricted processing (Article 18)
* The right to data portability (Article 20 of the GDPR)
* The right to object (Article 21 of the GDPR)
* The right not to be subject to decisions based solely on automatic processing, including profiling (Article 22 of the GDPR)

According to Art. 19 of the PPL Act, the Ordering Party, informs that:

* The data subject uses the right to rectify or supplement, as referred to in Art. 16 of the Regulation 2016/679 GDPR may not result in a change of the outcome of the contract award procedure or a difference in the provisions of a public procurement contract to the extent inconsistent with the Act
* In the contract award procedure, notification of a request to limit the processing referred to in Art. 18 sec. One of the Regulations 2016/679 GDPR does not restrict the processing of personal data until the end of this procedure.

You can read more about rights in the GDPR.

To exercise the above rights, please contact us or our information security officer (contact details in points 1 and 2 above).

The right to complain about the authority

You also have the right to complain about the supervisory body dealing with personal data protection, i.e. the President of the Office for Personal Data Protection.

Office for Personal Data Protection

ul. Stawki 2

00-193 Warsaw

tel. 22 531-03-00

**XVIII. Appendices:**

Appendix No. 1 - Bid form

Appendix No. 2 - Declaration of no capital or personal links

Appendix No. 3 - Declaration of a Qualified Person

Appendix No. 4 - Confidentiality Agreement

Appendix No. 5 - Significant provisions - Pattern

Appendix No. 6 - Detailed Description of the Subject of the Order to be sent after the Confidentiality Agreement is signed