

Konstantynów Łódzki, date: 29.06.2018

MABION S. A.
ul. Gen. Mariana Langiewicza 60
95-050 Konstantynów Łódzki
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REQUEST FOR TENDER

no. 4/06/2018/CBR

I. GENERAL INFORMATION

1. Proceeding for the purchase of the Packaging Line - the production department - The device necessary to carry out packaging processes of vials with the finished product in external packaging together with delivery, installation, commissioning, qualification and training (hereinafter: the line) is carried out for the project entitled: " Expansion of the Research and Development Center OF Mabion SA - research on a new generation of drugs. "(No. POIR.02.01.00-00-0214/17). The project is co-financed by the European Union under the European Regional Development Fund of the Innovative Development Operational Program, Measure 2.1.
2. Proceedings regarding the most advantageous offer shall be conducted in accordance with the principles of fair competition, transparency and transparency in a manner compliant with the principle of competitiveness.
3. The provisions of the Act of 29 January 2004 on Public Procurement Law (Journal of Laws of 2017, item 1579, 2018) do not apply to proceedings.
4. The Ordering Party will make every effort to avoid a conflict of interest understood as a lack of impartiality and objectivity.
5. This order will be awarded in accordance with the Regulations for the award of contracts with the Ordering Party.
6. Regulations for the award of contracts (hereinafter: Regulations) are available at the registered office of the Ordering Party and on the Company's website.
7. The Ordering Party reserves the right to change the contents of the offer inquiry, including the terms of the offer inquiry or cancellation or closure of the procedure without giving a reason.
8. The Ordering Party will inform the Bidders about any changes introduced in the request for proposals in any of the ways listed as a form of publication described in the Regulations.
9. At every stage of the proceedings, during the examination and evaluation of offers, the Contracting Authority reserves the right to request additional information from Tenderers that it deems necessary for a reliable evaluation of the submitted offers.



10. The Ordering Party reserves the right to negotiate prices with each of the Tenderers who submit offers that meet the conditions indicated in the content of the inquiry and whose offers will be admitted to the assessment stage.
11. In the situation of making a choice or closing the proceeding without making a choice or invalidating the proceedings, the Ordering Party shall promptly notify the Tenderers who submitted bids and will publish the information used in the manner described in the Regulations.
12. This offer inquiry does not oblige the Ordering Party to conclude the Agreement.
- 13. Within the framework of this order, the Ordering Party does not allow the possibility of accepting partial offers.**
- 14. Under the contract, the Ordering Party does not allow the possibility of awarding partial orders.**
15. Submission of an offer is tantamount to accepting without reservation the content of the given inquiry.
16. Documentation related to this Request for Proposal (including attachments) is drawn up in Polish and / or English. In a situation where one of the documents is prepared in only one language version, the Bidder, in response to the e-mail addressed to the Ordering Party, has the opportunity to receive the language version he needs.
17. In the event of any doubts as to the content of documents relating to the proceedings, the binding language is Polish.

II. DATA OF CONTRACTING ENTITY

MABION Spółka akcyjna with its registered office in Konstancinów Łódzki [95-050] at Langiewicza 60, entered in the Business Register kept by the District Court for Łódź-Śródmieście in Łódź, 20th Commercial Division of the National Court Register, under KRS number: 0000340462, NIP: 7752561383, REGON: 100343056, with a share capital of PLN 1,372,077.20 [in words: one million three hundred seventy two thousand seventy seven zlotys 20/100], fully paid up.

III. OBJECT OF THE CONTRACT

Common Procurement Vocabulary (CPV): 42921300-1 Machines for packaging or bulk packaging.

1. DESCRIPTION OF THE OBJECT OF THE CONTRACT:

The subject of the order includes the purchase of a brand new packaging line - the manufacturing department - The device necessary to carry out the packaging processes of the vials with the finished product in outer packaging along with delivery, installation, commissioning, qualification and training, intended for the purposes of the project: "Expansion of the Research and Development Center Mabion S.A. - research on a new generation of medicines." (No. POIR.02.01.00-00-0214 / 17), equipped with:

- a). Vial labeller;
- b). Carton;
- c). Dynamic weight system;



- d). The serialization system;
- e). Aggregation system;
- f). Hardware and software infrastructure for serialization and aggregation level from 1 to 4;
- g). A set of necessary format parts included in the subject of the order enabling the production of three different packaging designs.

Designs of packaging will be an element subject to acceptance by the Ordering Party. The preview design of packaging materials will be part of Appendix No. 1 to this Inquiry.

A detailed technical description of the subject of the order can be found in Appendix No. 1 to this Inquiry: User Requirements Specification for Secondary Packing / System. Specification of user requirements for a secondary packaging system. (Annex No. 1 is also referred to below in the Inquiry as Technical Specification)

IMPORTANT: The Awarding Entity will make Annex 1 available to the Bid upon his request and after signing the Confidentiality Statement, which constitutes Annex 2 to this Inquiry.

IMPORTANT: The ordering party has a target room to install the line in accordance with the drawing of the room which is part of Appendix No. 1 to this Inquiry: User Requirements Specification for Secondary Packing / System. Specification of user requirements for a secondary packaging system.

In connection with the above, the offered subject of the order must measure the possibility of installation by providing adequate space for operators and technical service. In accordance with applicable law.

The Tenderer should declare the level of OEE (Overall Equipment Effectiveness) not less than 98% in accordance with DIN 8743. Declared OEE level less than 98% will result in the offer being rejected. The bidder undertakes to provide any software with a lifetime license while providing free software bug fixes.

This specification has been prepared with the most care to determine the full, unambiguous and comprehensive description of the subject of the contract so as to enable Contractors to determine all their obligations and risks and to account for the price and other elements of the initial valuation.

The valuation prepared on the basis of this specification will not constitute as an offer within the meaning of the Commercial Code.

All purchases, services and delivery subject to this must be included and cooperate with the existing infrastructure and equipment in the Company and must meet the same technological standards. Therefore, the need to maintain the same technological conditions and the need to preserve the unification of equipment resulting from the expansion of existing infrastructure determined the provisions in this specification. The provisions used are justified in the need to ensure smooth implementation of the project. The indicated provisions do not require the Contractors to apply the indicated solutions



and only inform about the minimum parameters and standards. The use of certain types of solutions is not obligatory but merely exemplary. Indications regarding expected technical parameters and indications regarding specific types and producer names are of a general nature, referring only to exemplary indications of equivalent products and are not the only accepted solution. On this basis, the Ordering Party allows equivalent solutions.

Company expects a technical solution to meet the requirements of the installation. Contractors are expected to submit a basic offer considering the requirements of this Technical Specification. The package must be complete in all respects and valuation shall include all the components/equipment required to achieve proper construction, operation and maintenance of the installation.

2. THE DATE OF CONCLUSION OF THE AGREEMENT: during the validity period of the offer.
3. VALIDITY OF THE OFFER: minimum 90 days from the date of the deadline for submission of offers
4. TIME LIMIT FOR THE CONTRACT (ORDERS): max. 12 months from the date of conclusion of the contract with the selected Bidder.
5. PLACE OF ORDER IMPLEMENTATION: the seat of the Ordering Party.
6. REQUIREMENTS FOR WARRANTY AND SERVICE:
 - a). warranty min. 24 months from the date of signing the acceptance protocol without reservations,
 - b). the need to provide a free software upgrade for the warranty period,
 - c). a free service inspection, at least once a year during the warranty period,
 - d). with replacement of consumables required by the manufacturer,
 - e). the requirement of paid post-warranty service for a minimum of 5 consecutive years after the warranty period.
7. SUPPLEMENTARY INFORMATION:
 - a). The technical documentation containing the manual must be enclosed in Polish or English.
 - b). The Tenderer is obliged to provide training in the operation and basic maintenance of the line within the time agreed with the Ordering Party.
 - c). The bidder is obliged (after connecting the line) before signing the acceptance protocol to perform tests confirming the line's compliance with the actual parameters and requirements related to the software, as well as conducting the fitness test of the qualification line in the scope of IQ / OQ.
 - d). The line subject of this inquiry must be included and cooperate with the existing infrastructure and equipment in the Company and must meet the same technological standards. Therefore, the need to maintain the same technological conditions and the need to maintain the unification of devices resulting from the expansion of existing equipment determined the provisions in the documentation



of this inquiry. The provisions used are justified in the need to ensure smooth implementation of the project. The indicated provisions do not impose an obligation on the bidder to apply the indicated solutions and they only inform about the minimum parameters and standards. The use of certain types of solutions was not obligatory but merely exemplary. Indications regarding expected technical parameters and indications regarding specific types and producer names are of a general nature, referring only to exemplary indications of equivalent products and are not the only accepted solution. On this basis, the orderer allows equivalent solutions.

- e). Due to the fact that a full description of the subject of the order is a company secret, the Ordering Party reserves that the full description of the order will be sent after the Tenderer returns the signed confidentiality statement - Annex 2 to this Inquiry. Electronic access of Tenderers to the full text of the subject of the order (ie the full version of the technical specification) will be provided to Tenderers who have returned the signed confidentiality statement.
- f). The Ordering Party shall provide the full Technical Specification by electronic means up to 2 business days from receipt of the signed confidentiality statement. The statement must be signed by the authorized party on the part of the Bidder in the registration document or granted power of attorney.
- g). The template of the confidentiality statement is attached as Appendix 2 to this inquiry.
- h). The Ordering Party allows the possibility of conducting local visions.
- i). Reconciliation of the local vision will take place after the Bidders sign and return the confidentiality statement.
- j). Due to the fact that the deadline for submitting offers is 31/07/2012. Tenderers will have the right to take a one-off local vision. The term of the local vision will be agreed with the Bidder by electronic correspondence.

IV. FORMAL REQUIREMENTS FOR TENDERS

1. Each tenderer may submit only one offer. Submission of more offers will result in the rejection of all offers submitted by a given Bidder.
2. The Bidder submits a complete offer using the offer template constituting Annex No. 3 to this Inquiry: The offer form together with its attachments.
3. The Ordering Party prohibits any modification of the content of the documents, except for places used to fill the content of the offer or statements.
4. The offer should be accompanied by:
 - 4.1. Signed Statements that are connectors to the Offer Form.
 - 4.2. Signed Confidentiality Statement constituting Annex No. 2 to this Inquiry.
 - 4.3. Bidder's registration document (KRS or equivalent), and if the right to represent the Tenderer does not arise from the attached registration document, the offer should be accompanied by a power of attorney in the original or in the form of a notary certified copy - the Bidder's own document.



- 4.4. Full technical documentation remaining in accordance with the description of the subject of the order - the Bidder's own document.
- 4.5. Designs of packaging that will be an element subject to the acceptance of the Ordering Party - the Bidder's own document.
- 4.6. Matrix of tracking compliance with the requirements contained in the technical specification - the Bidder's own document.
- 4.7. EC Declarations of Conformity or CE Certificates issued by Notified Bodies if the enclosure of these documents is required by law) - Bidder's own document.
5. The Ordering Party allows the possibility of calling Tenderers who have not submitted the required declarations or who have not submitted registration documents or proxies, or who have submitted the aforementioned statements and documents, containing errors or incomplete or raising doubts indicated by the Ordering Party to submit, supplement or correct them within the prescribed period, or to provide explanations, unless, despite their submission, the Tenderer's bid would be subject to rejection or the proceedings would be annulled. If the Tenderer does not submit, does not complete or does not correct the aforementioned statements or documents within the time limit set by the Ordering Party, his offer shall be rejected.
6. The offer must contain at least:
 - a). Full name of the bidder or tenderers if they submit a bid jointly.
 - b). The address or registered office of the bidder, tax identification number [or equivalent].
 - c). Name and surname, contact telephone number and e-mail address of the contact person for the offer.
 - d). Offer validity date: 90 days from the expiry of the deadline for submitting bids.
 - e). The total bid price which the Bidder requests for the subject of the order, given in EURO or PLN, inscribed in numbers and in words [the price should be given with a breakdown into the net and gross price, i.e. VAT inclusive of goods and services unless the offer is submitted by a foreign entity which under separate regulations is not obliged to payment of VAT on VAT services in Poland. Offers made by such Tenderers include the price without VAT tax on goods, which should be clearly indicated]. In the event of a discrepancy between the price entered by means of numbers and the price entered in words, the Ordering Party shall consider the correct price to be entered in words.
 - f). To convert the value of the offer quoted in EURO into PLN, the euro exchange rate used for conversion of the value of orders set for 2018-2019 pursuant to the Regulation of the Prime Minister of 28/12/2017 will be applied. and it is 4.3117 PLN / EURO.
 - g). Payment deadline: min. 30 days from the date of delivery to the Ordering Party of a properly issued invoice.
 - h). Due to the specific nature of the subject of the order, the Ordering Party allows the possibility of granting prepayments. A detailed payment schedule will be included agreement.



- i). Deadline for the contract - the date by which the subject of the order can be delivered to the Ordering Party together with the installation, commissioning, qualification and training counted from the date of conclusion of the contract.
 - j). The offer price should include all costs related to the implementation of the subject of the order, including the cost of the purchase of the line, its delivery, commissioning installation, qualification and training.
 - k). The Bidder will be asked in the bidding form to extract the training price from the total value of the subject of the order.
 - l). The offer should be accompanied by a trace matrix to meet the requirements of the user requirements specification.
 - m). The offer must be accompanied by EC Declarations of Conformity or CE Certificates issued by Notified Bodies (applies only to devices in relation to which attaching the said documents is required by law).
7. The offer and all attachments should be signed by the authorized representative of the Bidder. Any corrections to the content of the offer must be initialed by the person signing the Offer.
 8. Costs associated with the preparation of the offer shall be borne by the Bidder.
 9. It is recommended that all pages of the offer be fastened (sewn together) in a permanent manner, preventing the possibility of incompleting the contents of the offer, and all pages of the offer, along with attachments, are numbered.
 10. The offer should be made in Polish or English.
 11. All documents attached to the offer drawn up in a foreign language other than English and Polish should be translated into Polish or English. ...
 12. The Ordering Party does not allow variant offers and variant pricing.
 13. Offers are submitted in writing.
 14. The content of the offer must correspond to the content of the offer inquiry.
 15. An offer which does not meet the requirements set out above is subject to rejection, subject to the provisions allowing the Ordering Party to call Bidders who have not submitted the required declarations or who have not submitted registration documents or proxies, or who have submitted the aforementioned statements and documents containing errors or incomplete or arousing doubts indicated by the Ordering Party to submit, supplement or correct them within the prescribed period, or to provide explanations, unless, despite their submission, the Tenderer's bid would be subject to rejection or the proceedings would be annulled. If the Tenderer does not submit, does not complete or does not correct the aforementioned statements or documents within the time limit set by the Ordering Party, his offer shall be rejected.
 16. In order to assess whether the offered product meets the requirements contained in the description of the subject of the order (Section II.1 of the Inquiry), the Ordering Party may request Tenderers to conduct a demonstration of the operation of the line and software in order to check whether they have the parameters and functionality required by the Ordering Party. Demonstration can take place at the headquarters of the Ordering Party or elsewhere in Poland. In the event that after the demonstration that



the offered device does not meet all the parameters described in the subject of the order, the offer is rejected.

V. FORMAL REQUIREMENTS FOR PARTICIPATION IN THE PROCEDURE

1. An offer may be submitted by any entity that:
 - a). has the appropriate knowledge and experience to execute the order in the highest standard;
 - b). is in an economic situation that guarantees the performance of the entire order.
In order to confirm the fulfilment of the aforementioned conditions, the Bidder is obliged to submit together with the Offer Form statements constituting its integral part.
 - c). signed the Confidentiality Statement according to the template attached to this inquiry indicated by the Ordering Party in order to receive a full description of the subject of the order.

VI. EXCLUSIONS

The Bid is open to any bidders who:

1. Have the authority to perform a specific activity or activity, if the regulations impose an obligation to have such rights;
2. Carry out activities in accordance with the description of the subject of the contract;
3. Have the necessary knowledge and experience and have technical potential and persons capable of performing the contract;
4. Are in an economic and financial situation ensuring the performance of the contract;
5. They are not liquidated or declared bankrupt;
6. Do not delay in paying public fees, taxes, or social security or health insurance premiums;
7. Have not been validly sentenced for an offense committed in connection with the contract award procedure, bribery offense, crime against economic turnover or other crime committed for financial gain - concerns a partner of a registered partnership, partner or board member of a partner company; a general partner of a limited partnership and a limited joint-stock partnership; a member of the management body of a legal person;
8. In order to avoid conflicts of interest, public procurement may not be granted to entities affiliated personally or financially to the Ordering Party. By capital or personal connections is meant the interrelationship between the Ordering Party or persons authorized to incur liabilities on behalf of the Ordering Party or persons performing on behalf of the Ordering Party activities related to the preparation and implementation of the contractor selection procedure and the contractor, consisting in particular of:
 - a). participating in the company as a partner in a civil law partnership or partnership,
 - b). owning at least 10% of shares or stocks,
 - c). performing the function of a member of the supervisory or management body, a proxy, a plenipotentiary.



- d). remaining married, in a relationship of affinity or affinity in a straight line, second degree affinity or second degree affinity in a lateral line or in relation to adoption, care or guardianship.

The fulfillment of the abovementioned conditions will be verified on the basis of the bidder's statements. The assessment of compliance with the above conditions will be made according to the formula: "meets - does not meet". A contractor who fails to meet any of the conditions will be rejected.

VII. EVALUATION CRITERIA FOR SELECTION OF TENDER

1. When selecting the most advantageous offer, the Ordering Party shall use the following criteria:

NO.	NAME	MAXIMUM POINTS	WIEIGHT OF CRITERION [%]
1.	Net price [EURO / PLN]	100	55
2.	Service response time [hour]	100	15
3.	Delivery time* (purchase, delivery, installation, set-up, qualification and training) [calendar days] <i>* only those offers whose delivery date will be no longer than 12 months counted from the date of the contract with the selected Bidder are allowed to be evaluated.</i>	100	15
4.	Warranty period* [month] <i>(*only those offers whose validity period will be no less than 24 months counted from the date of signing the acceptance protocol without any reservations will be accepted for evaluation)</i>	100	10
5.	Declared machine changeover time [minutes]	100	5
	Total	500	100

With regard to Tenderers who have met the conditions for participation in the procedure, the tenders will be evaluated on the basis of the following criteria:

a) Price ("C") - 100 points (weighting of the criterion 55%)

When calculating this criterion, the Contracting Party will take into account the net price in EURO or PLN for the performance of the subject of the contract.

For conversion of the value of the offer quoted in EURO into PLN, the euro exchange rate used for conversion of the value of orders set for 2018-2019 pursuant to the Regulation of the Prime Minister of 28/12/2017 will be applied. The exchange rate is 4.3117 PLN / EURO.

The offer with the lowest price will receive 100 points multiplied by the weight of the criterion and will be accepted as the basis for the examination of the remaining offers. Scoring for the prices of subsequent offers will take place according to the following formula:

The method of calculating the number of points:

$$Criterion „C” = \frac{\text{The lowest offered price}}{\text{Offered price}} \times 100 \text{ points} \times 55\% \text{ (weight of criterion)}$$

b) Service response time to malfunction ("S") - 100 points (weighting criterion 15%)

Response time of the service to the malfunction from the moment of notification (in hours). The offer providing the shortest response time to the malfunction will receive 100 points multiplied by the weight of the criterion and will be accepted as a basis for testing the remaining offers.

The method of calculating the number of points:

$$Criterion „S” = \frac{\text{Offer with shortest reaction time}}{\text{Offer evaluated on reaction time}} \times 100 \text{ points} \times 15\% \text{ (weight of criterion)}$$

c) Deadline for the delivery of the contract - Deadline ("T") - 100 points (weighting criterion 15%) / no more than 12 months.

An offer providing for the shortest delivery time (counted in calendar days) from the date of conclusion of the contract will receive 100 points multiplied by the weight of the criterion and will be accepted as a basis for testing the remaining offers. In the event when the order completion date is given as a time interval, the Ordering Party will take the time indicated as the longest to calculate the score.

The method of calculating the number of points:

$$Criterion „T” = \frac{\text{Offer with shortest delivery time}}{\text{Offer evaluated on delivery time}} \times 100 \text{ points} \times 15\% \text{ (weight of criterion)}$$

d) Warranty period [calculated in months] ("G") (criterion weight 10%) / not shorter than 24 months.

Scoring will be calculated as the proportion of the warranty period from the test offer to the warranty period of the longest of the submitted offers multiplied by the weight of the given criterion.

The method of calculating the number of points:

$$\text{Warranty time of evaluated offer}$$



$$\text{Criterion „G”} = \frac{\text{Shortest warranty time of submitted offers}}{\text{Shortest warranty time of submitted offers}} \times 100 \text{ points} \times 10\% \text{ (weight of criterion)}$$

e) Declared machine changeover time [counted in minutes] ("P") / (criterion weight 5%)

Scoring will be calculated as the proportion of the shortest declared time for retooling the machine from submitted offers to the declared changeover time of the machine from the test offer multiplied by the weight of the given criterion.

The method of calculating the number of points:

$$\text{Criterion „P”} = \frac{\text{Offer with shortest retooling time}}{\text{Declared retooling time of evaluated offer}} \times 100 \text{ points} \times 5\% \text{ (weight of criterion)}$$

THE FINAL SCORE WILL BE CALCULATED BY SUBSTITUTING THE DATA OBTAINED ABOVE TO THE FOLLOWING FORMULA:

Criterion 'C' + Criterion 'S' + Criterion 'T' + Criterion 'G' + Criterion 'P'

2. The Purchaser will choose as the most advantageous the offer that will get the largest number of accumulated points.
3. If, as part of purchasing the services and supplies necessary to implement the Project, the Ordering Party will settle between several of the most economically advantageous offers, the Ordering Party will choose as more advantageous offer one with the best impact on the environment and climate.

Assessment will be based on the answer given to the question:

Do you use the Integrated Management System? (YES NO).

In relation to the above, the Ordering Party asks for information on the application of the Integrated Management System in your content, among others, which includes the Environmental Management System ISO 14001. (YES we use / No, we DO NOT use).

In the situation of not providing the above information in the content of the offer, the Ordering Party will assume that the Integrated Management System is not used by a given Tenderer.

The lack of information in the content of the offer does not affect the evaluation of the completeness of the offer from the formal side and does not cause its rejection.

4. If the situation of an equal number of points still remains and the Ordering Party continues to settle between several offers of equal number of points, the Ordering Party has the right to call Tenderers whose offers received the highest final number of points by completing the offer by providing information about the impact of the offer on the environment indicated by the Ordering Party (eg less energy consumption, less water consumption, use of recycled materials, etc.).

5. The Ordering Party reserves the right not to select best bidder of the proceedings by restraining to select the offer.

VIII. VALIDITY OF THE OFFER

The bidder is bound by the offer for a period of 90 days from the expiry of the deadline indicated for the submission of tenders.

IX. PLACE, METHOD AND DATE OF SUBMITTING OFFERS

1. The offer should be delivered in writing via e-mail: CBR@mabion.eu or by mail or courier or submitted in person to the address of the Ordering Party provided in point II of the Inquiry no later than July 31, 2018.
2. The date of submitting the offer depends on the date of delivery to the Ordering Party.
3. Bids submitted by post or courier or personally may be submitted during the working hours of the Ordering Party, ie: from 08:00 to 16:00.
4. The offers will be opened on 02.08.2018. at 08:00 at the headquarters of the Ordering Party.
5. Offers submitted after the deadline will not be considered.
6. The Purchaser informs that 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, the Contracting Authority, at the request of the Tenderer submitting the bid, must provide the applicant with a protocol of the procedure for awarding the contract , excluding some of the offers constituting company secrets within the meaning of the provisions of the Act of 16 April 1993 on Combating Unfair Competition (Journal of Laws of 2003 No. 153, item 1503, as amended).
7. The Ordering Party recommends that the information reserved as a trade secret should be submitted by the Bidder, in a separate internal envelope with the indication "business secret", or stapled (sewn together) separately from other public offer documents. Lack of unambiguous indication of which information constitutes a company secret will mean that all statements made in the course of the present proceedings are open without reservations. The reservation of confidentiality of information which does not constitute a trade secret within the meaning of the Act on Combating Counteracting Unfair Competition will be treated as ineffective and will result in their declassification.
8. The tenderer may change, complete or withdraw his offer before the deadline for submitting offers. In the event of a change, supplementation or withdrawal of the offer, item 2 above shall apply accordingly, and the annotation shall be additionally marked on the envelope, as follows: CHANGE / REPLACEMENT / WITHDRAWAL OF THE OFFER.
9. The outcome of the comparison of the offers is final, i.e. no appeals are available on the results of the bidding procedure conducted by the Awarding Entity.
10. The Ordering Party reserves the right to negotiate prices with the Bidder who submits offers that meet the conditions indicated in the Inquiry.



X. ADDRESS OF THE WEBSITE WHERE THE ANNOUNCEMENT IS POSTED:

<https://mabion.eu/pl/2/o-mabion/zapytania-ofertowe/>

XI. ADDITIONAL INFORMATION

1. The Ordering Party reserves the right to change the terms of the Contracts concluded as a result of this order. Changes may apply to:
 - a). the term of the Agreement resulting from, from the extension of the project implementation,
 - b). the size of the order. The increase of the order will not exceed 50% of the value of the contract awarded as set out in the concluded Contract.
2. The Ordering Party allows the possibility of changing the provisions of the content of the concluded contract with the Bidder in the event of a change in the applicable VAT rate.
3. The Ordering Party reserves the right to demand from the selected Bidder a security for proper performance of the Agreement, hereinafter referred to as "security".
4. The collateral will be used to cover claims for non-performance or improper performance of the Contract. If the Tenderer is at the same time a guarantor, the security will also serve to cover claims under the quality guarantee.
5. The amount of the collateral will be subject to negotiations and will be recorded in the Agreement.
6. Additional information on behalf of the Ordering Party is provided by: Paweł Nidecki, p.nidecki@mabion.eu.

XII. ATTACHMENTS:

Attachment to the Request:

Annex No. 1: User Requirements Specification for Secondary Packing / System. Specification of user requirements for a secondary packaging system. **The Awarding Entity shall make Annex 1 available to the Bid upon his request and after signing the Confidentiality Statement, which constitutes Annex 2 to this Inquiry.**

Annex No. 2: Declaration of Confidentiality.

Annex No. 3: Offer form with a set of attachments.

Stamp and Signature of Ordering Party



ANNEX NO 2 – request for tenders No 4/06/2018/CBR from 29.06.2018

OŚWIADCZENIE O POUFNOŚCI

CONFIDENTIALITY STATEMENT

Złożone przez:

Made by:

wobec:

to:

..... **Spółka Akcyjna**, z siedzibą
w,,
....., wpisaną do rejestru
przedsiębiorców Krajowego Rejestru Sądowego
prowadzonego przez Sąd Rejonowy
..... w,
.....Wydział Gospodarczy Krajowego
Rejestru Sądowego pod numerem KRS
....., REGON, NIP, o
kapitale zakładowym w pełni opłaconym
w wysokości złotych,
(„.....”)

..... **Spółka Akcyjna**, with its
registered office in,
....., entered into the Register of
Entrepreneurs of the National Court Register
kept by the District Court for in
....., Commercial Division of the
National Court Register, KRS entry number
....., REGON (Business Registry) no.
....., NIP (Tax Identification) no.
....., share capital PLN fully
paid up,
(“.....”)

1. I. PREAMBUŁA

I. PREAMBLE

- rozpoczął realizację projektu pod nazwą „.....”, nr:współfinansowanego ze środków Europejskiego Funduszu Rozwoju Regionalnego i w ramach Programu Operacyjnego Inteligentny Rozwój 2014-2020, działanie (konkurs organizowany przez nr). Oferent zainteresowany jest złożeniem oferty w postępowaniu przetargowym ogłoszonym przezw ramach Projektu („Przetarg”);
- Zgodnie z zapytaniem ofertowym, uzyskanie przez Oferenta dostępu do niektórych dokumentów przetargowych wymaga złożenia przez Oferenta niniejszego oświadczenia o poufności.

-started realization of the project named “.....” project no., co-financed from the funds of the European Regional Development Fund and as part of the Smart Growth Operational Program 2014-2020, (competition organised by the no.)
- The Bidder is interested in placement of an offer in the tender procedure announced by within the framework of the Project (“Tender”),
- According to the request for bids, access to some of the tender documents by the Bidder require submitting of this confidentiality statement.



II. Przedmiot i cel Oświadczenia

1. Niniejsze oświadczenie o poufności („Oświadczenie”) określa zasady i warunki regulujące ujawnienie, wykorzystanie i ochronę przekazywanych przez Oferentowi informacji poufnych („Informacje Poufne”), określonych w punkcie 3 poniżej, w celu złożenia oferty przez Oferenta, a także w trakcie Przetargu, w ramach rozmów, negocjacji oraz korespondencji pomiędzy Stronami.
2. Ujawnienie Informacji Poufnych Oferentowi nie stanowi przyjęcia jego oferty, ani przyjęcia lub obietnicy jakichkolwiek przyszłych umów lub wprowadzenia zmian do już istniejących umów.

III. Informacje Poufne

1. Informacje Poufne są to wszelkie informacje, jakie będzie przekazywać Oferentowi w Przetargu, które nie zostały podane do publicznej wiadomości, w szczególności zgodnie z:
 - a) procedurą udzielania zamówień,
 - b) Wytycznymi w zakresie kwalifikowania wydatków w ramach Funduszu Rozwoju Regionalnego, Europejskiego Funduszu Społecznego oraz Funduszu Spójności na lata 2014 – 2020 oraz Wytycznymi w zakresie kwalifikowalności wydatków w ramach Programu Operacyjnego Inteligentny Rozwój 2014 – 2020.
2. Informacje Poufne mogą być używane wyłącznie dla celów uczestnictwa Oferenta w Przetargu.
3. W rozumieniu niniejszego Oświadczenia, za Informacje Poufne uważane będą w szczególności wszelkie informacje pisemne, ustne lub zapisane na nośnikach informacji, odnoszące się do działalności, w szczególności informacje gospodarcze, techniczne, know-how, handlowe, organizacyjne, finansowe, prawne, pracownicze, dotyczące sieci

II. Subject and Purpose of the Agreement

1. This confidentiality statement (“**Statement**”) determines the principles and conditions which govern the disclosure, use and protection of confidential data disclosed by to the Bidder (“**Confidential Data**”), described in item 3 below, for the purpose of placement of an offer by the Bidder and during the Tender, exchanged by way of/during any talks, negotiations, and correspondence between the Parties.
2. Disclosure of Confidential Data shall not constitute an offer acceptance, acceptance or promise of any future agreement, nor a change of any existing agreements.

III. Confidential Data

1. Confidential Data shall mean any information which will disclose to the Bidder in the Tender, which were not made available to the public in particular according to the:
 - a) contract awarding regulations,
 - b) Guidelines for the qualification of expenditure as part of the European Regional Development Fund, the European Social Fund as well as the Cohesion Fund for 2014 – 2020 as well as the Guidelines for the eligibility of expenditure as part of the Smart Growth Operational Programme for 2014 – 2020.
2. Confidential Data may be used only for the purpose of participation in a Tender.
3. In the meaning of this Statement, Confidential Data shall be understood as, in particular, any information in the written, oral or electronic form relating to the operation of, in particular, business, technical, know-how, commercial, organisational, financial, legal information, as well as information relating to staff, distribution network, sources of goods



dystrybucyjnej, źródeł nabycia, oprzyrządowania, planów zakładów, procesów produkcji, obróbki i montażu, procedur i know-how, kosztów, technik testowania komponentów, statystycznych metod kontroli procesów oraz procesów kontroli jakości i inne, w tym mogące mieć wartość ekonomiczną, niezależnie od sposobu, w jaki zostały udostępnione Oferentowi.

acquired, tools, plant blueprints, production processes, material treatment and assembly, procedures and know-how, costs, component testing technologies, statistical process control methods, quality inspection procedures and others, which may have an economic value, irrespective of the manner of their disclosure to the Bidder.

IV. Zachowanie poufności

1. Oferent:

- a) zobowiązuje się do zachowania w tajemnicy Informacji Poufnych;
- b) nie będzie wykorzystywał, adaptował, zmieniał i stosował Informacji Poufnych dla celów innych niż dla celów uczestnictwa w Przetargu;
- c) zobowiąże swoich pracowników i współpracowników (w tym również spółek powiązanych oraz podwykonawców), którzy są zaangażowani przy uczestnictwie Oferenta w Przetargu, do przestrzegania zasad ochrony Informacji Poufnych;
- d) może kopiować Informacje Poufne tylko w zakresie niezbędnym dla celów uczestnictwa Oferenta w Przetargu;
- e) nie może ujawniać Informacji Poufnych żadnej osobie trzeciej bez uprzedniego pisemnego zezwolenia, z zastrzeżeniem lit. c) powyżej oraz pkt 5 ust. 1;
- f) w przypadku gdy oferta Oferenta nie zostanie wybrana przez, Oferent zniszczy na własny koszt wszelkie materiały zawierające jakiegokolwiek Informacje Poufne wraz ze wszelkimi kopiami będącymi w jej posiadaniu, z możliwością zachowania jednego egzemplarza ze względu na wymogi prawne; w przypadku wyraźnego żądania, Oferent niezwłocznie zwróci przekazane materiały zawierające Informacje Poufne.

IV. Obligation of Confidentiality

1. The Bidder:

- a) undertakes to keep confidential the Confidential Data;
- b) shall refrain from using, adapting and changing Confidential Data for purposes other than participation in the Tender;
- c) shall oblige its employees and collaborators (including associated entities and subBidders) involved in participation in the Tender to comply with the principles of protection of Confidential Data;
- d) can only copy Confidential Data in the scope necessary for participation of the Bidder in the Tender;
- e) shall be prohibited from disclosing Confidential Data to any third parties without obtaining prior written consent from the other Party, subject to item c) above and item 5 cl. 1;
- f) if Bidder's offer is not selected by, shall destroy, at its own cost, all materials containing any Confidential Data with all copies held by the Bidder, while it shall be possible to keep one copy for legal reasons; in case of an explicit request of, the Bidder shall immediately return all materials received which contain Confidential Data.



V. Ograniczenia obowiązku zachowania poufności

1. Ograniczenia przekazywania lub wykorzystania Informacji Poufnych zawarte w niniejszym Oświadczeniu nie obowiązują w odniesieniu do Informacji Poufnych, które:
 - a) stały się publicznie dostępne bez naruszenia niniejszego Oświadczenia przez Oferenta;
 - b) były wcześniej w posiadaniu Oferenta lub pozyskane zostały legalnie z innych źródeł albo zostały wyraźnie przez zwolnione z ograniczeń przewidzianych niniejszym Oświadczeniem;
 - c) muszą być ujawnione na podstawie przepisów prawa albo na żądanie sądów lub właściwych organów administracji publicznej. Jeśli Oferent, musi ujawnić Informacje Poufne, zobowiązany jest on podjąć wszystkie dozwolone środki do zapewnienia, że poufność tych informacji będzie zachowana także po ich ujawnieniu organom.

VI. Inne prawa i obowiązki Oferenta

Oferent zobowiązany jest niezwłocznie powiadomić na piśmie o każdym stwierdzonym przypadku:

- a) naruszenia zobowiązania do zachowania w tajemnicy Informacji Poufnych przez Oferenta lub jakąkolwiek osobę trzecią;
- b) podejrzenia o możliwości ujawnienia, przekazania lub nieuprawnionego wykorzystania Informacji Poufnych;
- c) zagubienia, kradzieży lub nieuprawnionego zniszczenia nośników, dokumentów lub innych materiałów zawierających Informacje Poufne.

V. Limitation of the Obligation of Confidentiality

1. Limitations on the use or disclosure of Confidential Data set out by this Statement shall not apply to Confidential Data which:
 - a) has become publicly available without a violation of this Statement;
 - b) had already been at the Bidder's disposal or obtained legally from other sources or if explicitly waived the limitations imposed by this Statement on such data;
 - c) must be disclosed on the basis of the law or upon request of courts or competent public administration bodies. If the Bidder is required to disclose Confidential Data, he is obliged to employ all the allowable means to ensure that the confidentiality of such data will also be maintained after their disclosure.

VI. Other Rights and Obligations of the Bidder

The Bidder is obliged to immediately inform in writing in case of each detected:

- a) breach of the obligation to maintain confidentiality of Confidential Data by the Bidder or any other party;
- b) suspicion that Confidential Data may have been disclosed, shared or used without authorisation;
- c) loss, theft or unauthorised destruction of media, documents and other materials containing Confidential Data.



VII. Prawa do informacji,

Na mocy niniejszego Oświadczenia nie zostają przekazane żadne prawa, w tym majątkowe prawa autorskie, do Informacji Poufnych, w szczególności nie zostaje udzielona jakakolwiek licencja w związku z wynalazkiem, patentem, prawem autorskim lub innym prawem własności intelektualnej.

VIII. Odpowiedzialność

Oferent ponosi wobec pełną i nieograniczoną odpowiedzialność na zasadach określonych przepisami obowiązującego prawa za wszelkie szkody spowodowane ujawnieniem Informacji Poufnych w tym szkody wynikłe z działania lub zaniechania jej przedstawicieli, pracowników i współpracowników (w tym również spółek powiązanych oraz podwykonawców).

IX. Obowiązwanie

1. Niniejsze Oświadczenie obowiązuje przez okres 5 (pięciu) lat od dnia jego podpisania.
2. W przypadku zawarcia przez Strony Umowy w wyniku wyboru oferty Oferenta w Przetargu, Oferent związany jest Oświadczeniem przez okres obowiązywania łączącej je umowy, jak również przez okres 5 (pięciu) lat po jej zakończeniu.

X. Postanowienia końcowe

1. Wszelkie zmiany i uzupełnienia niniejszego Oświadczenia wymagają formy dokumentowej pod rygorem nieważności, poprzez przesłania osobom umocowanym w wiadomości e-mail zawierającej skan podpisanego przez Oferenta aneksu do Oświadczenia.
2. Niniejsze Oświadczenie podlega prawu polskiemu.
3. Spory rozpatrywane będą przez sąd powszechny, właściwy miejscowo dla siedziby
4. Niniejsze Oświadczenie sporządzone zostało

VII. Right to Information, Personal Data Protection

No rights, including proprietary copyrights to Confidential Data shall be transferred on the basis of this Statement, in particular, no license is granted in relation to inventions, patents, copyrights or other intellectual property rights.

VIII. Liability

The Bidder bears full and unlimited liability towards in line with mandatory legal provisions for any and all damages caused by the disclosure of Confidential Data, including for damages resulting from the actions and omissions of its representatives, employees and collaborators (including associated entities and subcontractors).

IX. Agreement Validity Term

1. This Statement shall remain valid for the period of 5 (five) years after its signature.
2. If the Parties conclude an agreement as a result of selection of Bidder's offer in the Tender, the Bidder shall be bound by this Statement during the validity term of the agreement concluded between them, as well as for the period of 5 (five) years after its termination.

X. Final Provisions

1. Any amendments and supplements to this Agreement require document form under rigour of invalidity, by sending to the competent persons in an e-mail message containing the scan of an annex to the Statement, signed by the Bidder.
2. This Statement shall be governed by the Polish law.
3. Any disputes shall be settled by a common court of competent jurisdiction for the registered office of
4. This Statement was drawn up in Polish and



- w języku polskim i angielskim. W przypadku rozbieżności pierwszeństwo będą miały zapisy w języku polskim.
5. Poprzez podpisanie niniejszego Oświadczenia przez Oferenta i przesłanie skanu podpisanego Oświadczenia osobie umocowanej w, Oferent związuje się niniejszym Oświadczeniem.
- English. In case of discrepancies, Polish text shall be binding.
5. By signing of this Statement by the Bidder and by sending the scan of signed Statement to the persons competent in, the Bidder shall be bound by this Statement.

Za Oferenta / For the Bidder:

/podpis/signature/

/podpis/signature/

/funkcja/function/

/funkcja/function/

place: _____

place: _____

date: _____

date: _____

ANNEX NO 3 Request for tenders no 4/06/2018/CBR from 29.06.2018

OFFER FORM

The offer is a reply to the offer inquiry No. **4/06/2018/CBR** of 29.06.2018. concerning the purchase of a brand new packaging line - the production department - The device necessary to carry out packaging processes of vials with the finished product in external packaging together with delivery, installation, commissioning, qualification and training, intended for the purposes of the project: *"Expansion of the Mabion Research and Development Center - research on a new generation of drugs"* (No. **POIR.02.01.00-00-0214/17**).

BIDDER DATA:

- a. Name:
- b. Address:
- c. Tax Identification Number:
- d. Statistical Number (REGON):
- e. Contact person:
 Name:
 Phone no:
 e-mail:

1. We hereby propose to provide the subject of the request on following financial conditions:

	PRICE	CURRENCY*	IN WORDS
NET VALUE			
VAT VALUE (23 %)			
GROSS VALUE			
NET VALUE OF TRAINING			

* For conversion of the value of the offer quoted in EURO into PLN, the euro exchange rate used for conversion of the value of orders set for 2018-2019 pursuant to the Regulation of the Prime Minister of 28/12/2017 will be applied. The exchange rate is 4.3117 PLN / EURO.



2. Information on other parameters of the offer:

NO.	CRITERIA	BIDDER INFORMATION
1.	Service response time [hour]	
2.	Delivery time* (purchase, delivery, installation, set-up, qualification and training) [calendar days] <i>* only those offers whose delivery date will be no longer than 12 months counted from the date of the contract with the selected Bidder are allowed to be evaluated.</i>	
3.	Warranty period* [month] <i>(*only those offers whose validity period will be no less than 24 months counted from the date of signing the acceptance protocol without any reservations will be accepted for evaluation)</i>	
4.	Service response time [hour]	
5.	Declared level of achieving the OEE (Overall Equipment Effectiveness) parameter at a level not less than 98% in accordance with DIN 8743. <i>Unit: [%]</i>	
6.	Do you use the Integrated Management System? <i>(* Please select the appropriate).</i>	TAK / NIE*

3. Hereby declare that:

- 3.1. The submitted offer is valid for 90 days from the date of the deadline for submission of offers.
- 3.2. I am committed to providing all software with a lifetime license while providing free software bug fixes.
- 3.3. After connecting the line before signing the acceptance protocol, I will perform tests confirming the device's compliance with the actual parameters and requirements related to the software, and I will conduct a test of line efficiency and qualifications in the scope of IQ / OQ;
- 3.4. I will provide free software updates for the warranty period;
- 3.5. I will provide a free service inspection at least once a year during the warranty period, with the replacement of consumables required by the manufacturer;
- 3.6. I will provide paid post-warranty service along with the annual qualification of the device for the next 5 years after the warranty period;
- 3.7. I have read the Inquiry with attachments and I do not raise any objections to it.

4. I acknowledge that in case of false statements, the offer will be rejected.



ANNEXES TO THE OFFER FORM:

1. Signed Statements - in accordance with the form constituting connector No. 1 to the Offer Form.
2. Signed Confidentiality Statement - in accordance with the model constituting Annex 3 to the Inquiry.
3. Bidder's registration document (KRS or equivalent), and if the right to represent the Tenderer does not result from the attached registration document, the offer must be accompanied by a power of attorney in the original or in the form of a notary certified copy - the Bidder's own document.
4. Full technical documentation remaining in accordance with the description of the subject of the order - the Bidder's own document.
5. Designs of packaging, which will be an element subject to the acceptance of the Awarding Entity - the Bidder's own document.
6. Trace tracking of compliance with the requirements contained in the technical specification - the Bidder's own document.
7. EC Declarations of Conformity or CE Certificates issued by Notified Bodies if attachment of listed documents is required by law) - Bidder's own document.

....., date.

.....
Signature and stamp of authorized person



ANNEX No 1 to Offer Form which constitutes Annex 3 to the Request no **4/06/2018/CBR** from 29.06.2018.

STATEMENTS

CONFIRMING THE CONDITIONS FROM POINT NO. VI. OF THE REQUEST

I hereby confirm that the Bidder
(Name and address) complies with the following conditions:

1. has the authority to perform a specific activity or activity if the provisions impose an obligation to have such rights;
2. conducts business in accordance with the description of the subject of the contract;
3. has the necessary knowledge and experience and has technical potential and people capable of performing the contract;
4. is in an economic and financial situation ensuring the performance of the contract;
5. he is not liquidated or declared bankrupt;
6. is not in arrears with the payment of public law fees, taxes, or social security or health insurance premiums;
7. has not been validly convicted of an offense committed in connection with the contract award procedure, bribery offense, crime against economic turnover or other crime committed for financial gain - concerns a partner of a registered partnership, partner or member of the board of a partner company; a general partner of a limited partnership and a limited joint-stock partnership; a member of the management body of a legal person;
8. is not affiliated with capital or personally with the Ordering Party.

By capital or personal connections is meant the interrelationship between the Ordering Party or persons authorized to incur liabilities on behalf of the Ordering Party or persons performing on behalf of the Ordering Party activities related to the preparation and implementation of the contractor selection procedure and the contractor, consisting in particular of:

- a). participating in the company as a partner in a civil law partnership or partnership,
- b). possession of at least 10% of shares or stocks,
- c). performing the function of a member of the supervisory or management body, a proxy, a plenipotentiary,
- d). being married, in a relationship of affinity or affinity in a straight line, second degree affinity or second degree affinity,
- e). in a lateral line or in relation to adoption, care or guardianship.

.....
Place and date

.....
First name, surname, signature, stamp *

** Signature of the person or persons listed in the company registers to incur liabilities on behalf of the Bidder or holding the appropriate authorization*