



Warsaw, 16.03.2022

## REQUEST FOR PROPOSAL NO. 22/2022

We invite all entities meeting the conditions specified below to submit offers to delivery and installation of a bench top high shear granulator with basic equipment.

The procurement carried out in accordance with the principle of competitiveness as defined in the Guidelines for the eligibility of expenditure under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for 2014-2020, version of 21 December 2020.

The order is carried out:

- as a part of the project titled „*Development of an innovative combined preparation dedicated to the treatment of hypertension*”, number: TANGO-IV-C/0012/2019/, financed from national funds, organised by the National Centre for Research and Development.
- in accordance with the competitiveness principle and is not made under The Public Procurement Law of 11 September 2019.

### I. THE ORDERING PARTY

**PIKRALIDA sp. z o. o.**  
ul. Uniwersytetu Poznańskiego 10  
61- 614 Poznań

**Contact:**  
Karolina Stępień  
k.stepien@pikralida.eu  
tel. +48 534 453 640

### II. DESCRIPTION OF THE SUBJECT MATTER OF THE ORDER

- a) The procurement order is for delivery and installation of laboratory scale, bench top high shear granulator with basic equipment, designed for wet granulation of small material quantities, with bottom drive system, composed off the following items:
- i. Bench top high shear granulator/mixer
    1. Self-contained portable unit
    2. Bottom drive
    3. Rated for aqueous and solvent-base processing
    4. Manually operated PLC process control system
    5. Touch screen operator controls
    6. USB port
    7. Display screens include setpoints and actual readings for following parameters:
      - Mixer and chopper speed
      - Pump speed
      - Mixing time
      - Dosing time
      - Product temperature
      - Mixer power
    8. Speed settings of mixer continuously adjustable
    9. Speed settings of chopper adjustable in the range from 300 to 3000 rpm



ii. Product bowls:

1. One interchangeable, non-jacketed, size: approx. 1L
2. One interchangeable, jacketed for heating or cooling, size: approx. 4L
3. Material: 316 stainless steel
4. Interior finish: welds ground and polished to match surrounding surface, RA 0.127 micrometers
5. Transparent, interlocked bowl cover, with solution addition port
6. Product temperature sensor port located in the side wall

iii. Mixers and choppers:

1. 3-blade mixers (one per each bowl size)
2. Vertical choppers (one per each bowl size)
3. Material: 316 stainless steel
4. Interior finish: welds ground and polished to match surrounding surface, RA 0.127 micrometers

iv. Integrated peristaltic pump

1. Variable flow operation
2. Forward / reverse direction
3. Prime / purge control

v. Integrated spray nozzle and tubing

1. Inserts into the standard addition port located on the bowl cover
2. Material: 316 stainless steel
3. Tri-clamp tubing connection

vi. Electronic and / or paper manuals including at least:

1. Operating procedures
2. Cleaning procedures
3. Maintenance information
4. Vendor technical support information

vii. The instrument warranty to cover at least 12 months.

viii. The order should be safely delivered and installed in the room indicated by the Customer - Pikralida sp. z o.o., 10 University of Poznan Str., 61-614 Poznan, Poland.

ix. The Contractor should conduct training on the operation and diagnostics of the supplied instrument in Polish or English for a minimum of 2 people at the Customer's headquarters.

b) Common Procurement Vocabulary (CPV):



– 38540000-2 - Testing and measuring machines and apparatus

- c) Deadline for delivering the procurement order:
  - i. The Ordering Party requires the delivery of to be provided within 5 months from the date of placing the order. (The order will be placed in March 2022.)
- d) Under this Request for proposal, the Ordering Party does not allow the submission of partial bids.

### **III. THE CONDITIONS OF PARTICIPATION IN THE COMPETITION AND THE DESCRIPTION OF THE ASSESSMENT OF THE FULFILMENT THEREOF**

- a) The Request for proposal is directed to potential Contractors (Suppliers) conducting activities matching the description of the subject matter of the order.
- b) The procurement contract may be awarded to Service Providers / Suppliers who:
  - i. offer a delivery/service matching the subject matter of the order
  - ii. have the necessary expertise and experience, as well as technical resources as well as workforce capable of delivering the order;
  - iii. are in an economic and financial situation which allows them to duly execute the order;
  - iv. we will do their best to execute the order in an environmentally friendly manner by ensuring that the use of materials, raw materials, energy, etc. is minimised.

Fulfilment of the conditions as above shall be evaluated based on the declaration included in the tender form filled out and signed by the Contractor (appendix No. 1).

- c) The following shall not be eligible:
  - i. Service Providers having personal or capital relations with the Ordering Party. The term “capital or personal relations” refers to mutual relations between the Ordering Party or persons authorised to incur liabilities on behalf of the Ordering Party or persons involved in the preparation and execution of the Contractor selection procedure on behalf of the Ordering Party, and the Contractor, involving in particular the following:
    - participation in the company as a partner in a civil partnership or partnership;
    - ownership of at least 10 % of shares;
    - acting as a member of the supervisory or managing board, proxy, plenipotentiary;
    - being married, in a direct or secondary relationship of kinship or affinity or in a relationship involving adoption, custody or guardianship.

In order to document lack of grounds for exclusion, the Supplier shall attach to its bid a Declaration on lack of grounds for exclusion from the procedure due to personal or capital relations (Appendix No. 2).

- ii. entities who, as a result of deliberate action or gross negligence, misled the Ordering Party when presenting the information that they are not subject to exclusion or who concealed such information or are unable to produce the documents required;
- iii. entities who, as a result of carelessness or negligence misrepresented information, misleading the Ordering Party, which could have a significant impact on decisions taken by the Ordering Party in the procurement award procedure;
- iv. entities which entered into an agreement with other bidders aimed at manipulating competition between bidders in the contract award procedure, which the Ordering Party is able to prove by demonstrating relevant evidence;
- v. entities that have culpably committed a substantial breach of professional duties compromising its integrity, in particular where the entity failed to perform or



misperformed the contract as a result of a deliberate action or gross negligence, which the Ordering Party is able to prove by demonstrating relevant evidence.

- d) The bid of an excluded entity shall be deemed to be rejected.
- e) The Ordering Party may exclude an entity at any stage of the procurement award procedure.
- f) Submitting a bid is tantamount to accepting, without reservation, the content of this Request for proposal.

#### IV. BID EVALUATION CRITERIA

##### a) Price – Weight: 95% (95 points)

In the “Price” criterion, points shall be awarded (to two decimal places) according to the following formula:

$$P_c = C_{\min} / C_{\text{cons}} \times 95$$

$P_c$  – points for price criterion

$C_{\min}$  – the lowest net price

$C_{\text{cons}}$  – net price of the bid under consideration

95 – criterion weight (95%)

##### b) Payment deadline – Weight: 5% (5 points)

For the criterion “Payment deadline”, points shall be awarded according to the following formula:  
5 points – when the payment deadline is 30 days from the date of delivery of a correctly issued invoice,

2.5 points – when the payment deadline is 14 days from the date of delivery of a correctly issued invoice,

0 points – when the payment deadline is 7 days from the date of delivery of a correctly issued invoice.

If there are two or more bids with equal score awarded, the Ordering Party shall call upon the Contractors that submitted equally scored bids to submit additional bids by the date and time specified by the Ordering Party. Contractors submitting additional bids may not offer prices higher than those offered in the previously submitted bids.

#### V. DEADLINE AND MODE FOR SUBMITTING BIDS

- a) Bids should be delivered to the Ordering Party in line with the template provided as Appendix No. 1 to this Request for proposal.  
The offer must include the specification of the offered device.
- b) The offer should be signed physically on a document or a signature qualified by a duly authorized representative of the Contractor (persons authorized to represent the entity indicated in the excerpt or information from the National Court Register or the Central Register and Information on Economic Activity or representing the entity on the basis of a power of attorney). The power of attorney must be attached to the offer.
- c) Bids should be submitted electronically to the following e-mail address: [pricing\\_offers@pikralida.eu](mailto:pricing_offers@pikralida.eu), either personally or by post (the date of receipt shall be considered binding) to the address of the Ordering Party.
- d) The bids must be submitted by 30<sup>th</sup> of March 2022 until: 11:59 pm.
- e) The date of submission of a bid shall be the date of its receipt by the Ordering Party.



- f) Any bids received after the deadline, to the wrong e-mail address, on the wrong form as well as incomplete bids shall not be evaluated.
- g) Bids shall include a terms therefor (at least 30 days from the date designated for submission of bids).
- h) A Supplier may submit only one bid per Request for proposal.
- i) All costs associated with the preparation of the bid shall be borne by the Service Provider / Supplier.
- j) **Any inquiries regarding the subject matter of the order should be sent via the Competitiveness Database by 29<sup>th</sup> of March 2022 until: 15:00. The authorised contact person is: Karolina Stępień.**
- k) Please indicate prices both as a net (without VAT) and gross value.
- l) The values specified in the bid (net amount, gross amount) shall be rounded to two decimal places, following the mathematical rule for rounding numbers.
- m) The bid price shall include applicable VAT, if any. The correct determination of VAT is the responsibility of the contractor. Should VAT be incorrectly determined, the bid price to be taken into consideration in the evaluation shall be net.
- n) The Ordering Party does not allow for a bid price to be submitted in several variants.
- o) The bidder may change or withdraw its bid before the bid submission deadline.
- p) The bidder may change or withdraw its bid before the bid submission deadline.

## VI. NOTICE OF AWARD

The bidder shall be notified that his bid was awarded via e-mail. The results of the procedure, in accordance with the principle of competitiveness, shall be made public using the same notification mode as for the Request for proposal.

## VII. MATERIAL PROVISIONS OF THE AGREEMENT AND THE CONDITIONS FOR AMENDING THE SAME

- a) The Supplier shall be obliged to conclude an agreement in line with the conditions included herein and in the tender. The template of the agreement is provided as Appendix No. 4 to the Agreement.
- b) No substantial amendments to the provisions of the agreement concluded as regards the contents of the bid constituting the basis for selecting contractor shall be made, unless:
  - i. such amendments relate to implementation of additional services or supplies from the existing Contractor, not included in the basic contract, if they have become necessary, and the following conditions are jointly met:
    - the Contractor may not be changed due to economic or technical reasons, in particular regarding interchangeability or interoperability of equipment, services or installations, ordered under the basic contract,
    - changing the Contractor would cause considerable inconvenience or increase the costs for the Ordering Party,
    - the value of each subsequent amendment does not exceed 50% of the contract value initially specified in the agreement,
  - ii. the amendment does not change the nature of the agreement, and the following conditions are jointly met:
    - the need to amend the agreement is caused by a force majeure understood as an event or combination of events or circumstances beyond the control of the Parties, which substantially hinder or prevent the performance of particular Party's obligations under the agreement, which could not have been foreseen, prevented or overcome had that Party acted with due diligence,



- restrictions are introduced due to an epidemic emergency state being declared on the territory of the Republic of Poland,
  - the value of the amendment does not exceed 50% of the contract value initially specified in the agreement,
- iii. the amendment does not change the character of the agreement, and the total value of the amendment is lower than the amounts specified in provisions issued pursuant to Article 11 section 8 of the Public Procurement Law that are behind the obligation to notify the Publications Office of the European Union, while being lower than 10% of the order value originally indicated in the contract.

Any amendments to the agreement to be concluded as a result of the procedure must be made in writing in order to be valid.

c) Information regarding contractual penalties:

- i. If the order completion time (as defined in item IV b) is exceeded, the Contractor shall pay the Ordering Party a contractual penalty in the amount of 0.1% of the contract value for each day of delay. The ordering party is entitled to withdraw from the contract if the offered order fulfilment time is exceeded by at least 30 days. The contracting authority may exercise the right of withdrawal until December 31, 2022.
- ii. Should any Party terminate the Agreement or withdraw therefrom for reasons attributable to the Contractor, the Ordering Party shall charge a contractual penalty equal to 5% of the contract value.
- iii. The evidence basis for the calculation of contractual penalties shall be a debit note of the Ordering Party delivered to the Contractor in the form of an e-mail message to the address indicated in the bid/agreement.
- iv. The Ordering Party shall have the right to deduct the contractual penalties from the supplier's remuneration.
- v. The Ordering Party shall have the right to claim damages in excess of the amount of contractual penalties specified in the Agreement on general terms.
- vi. The contractual penalties shall be payable within 7 days from the date of delivery of the debit note to the Contractor by the Ordering Party.
- vii. The contractual penalties shall be cumulative.

## VIII. OTHER

- a) The Ordering Party reserves the right to cancel the procedure at any stage, without giving reasons therefor. Due to the cancellation of the procedure, the bidders are not entitled to any claims against the Ordering Party.
- b) The issuance of this Request for proposal does not oblige the Ordering Party to accept a particular bid, in whole or in part, and does not oblige it to provide explanations or reasons for accepting or rejecting a particular bid.
- c) The Ordering Party reserves the right to request additional information, documents or clarifications.
- d) In justified cases, at any time before the deadline for submission of bids, Pikralida sp. z o.o. may modify or supplement the content of the Request for proposal. The Ordering Party shall inform about the changes made using the same mode as for notifying the public about the Request for proposal.
- e) This Request for proposal does not oblige Pikralida sp. z o.o. to enter into an agreement.
- f) The Ordering Party shall not be responsible for any costs or expenses incurred by bidders in connection with preparation and submission of the bid.



g) The Ordering Party reserves the right to reject an abnormally low bid.<sup>1</sup>

#### **IX. APPENDICES TO THE REQUEST FOR PROPOSAL**

- a) Tender form template;
- b) Declaration of personal and capital relations with the Ordering Party;
- c) Statement regarding the fulfilment of the information obligation provided for in Article 13 or Article 14 of the GDPR;

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<sup>1</sup> An abnormally low bid shall mean a bid with a total price (including the applicable VAT) lower than 70% of the price of all bids submitted under the procedure.