



**Request for proposals No 01/WPD/ FEMA /2024 „Compatibility studies of the new biological drug candidate WPD-401 administered via CED infusion in the treatment of brain tumors” announced on 05.07.2024 r. as part of the project implementation:
Program: European Funds for Mazovia 2021-2027. Priority: European funds for a more competitive and intelligent Mazovia. Action: Research, development and innovation of enterprises. European regional development fund.**

I. Name and address of the Ordering Party

WPD Pharmaceuticals sp. z o.o. based in Warsaw

address: ul. Żwirki i Wigury 101, 02-089 Warszawa

entered into 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 in Warsaw under KRS 0000693186, NIP: 5252721500

Tel.: +48 515 262 381

www.wpdpharmaceuticals.com

A person authorized to represent the Ordering Party:

Mariusz Olejniczak – CEO

The person authorized by the Ordering Party to contact regarding the Request for Proposal: Mariusz Olejniczak; e-mail: oferty@wpdpharmaceuticals.com

II. Contract award mode

The procurement procedure is conducted in the form of a request for proposals in accordance with the Competitiveness Principle set out in the Guidelines on the eligibility of expenditure for 2021-2027 (MFiPR/2021-2027/9(1)).

III. The terms of reference

1) Type of contract: mixed, i.e.: delivery with service. In terms of value, delivery prevails.

2) Name and code according to the Common Procurement Vocabulary (CPV):

[38900000-4: Różne przyrządy do badań lub testowania](#)

[73100000-3: Usługi badawcze i eksperymentalno-rozwojowe](#)

3) Description of the subject of the contract

1. The subject of the order is the delivery of components and complete kits for Convection-Enhanced Delivery (CED) and related support services for compatibility experiments with WPD-401 formulation. The project aims to investigate the effectiveness of the direct method of delivering WPD-401 for the treatment of brain tumors, and the CED technology is a key element of this study. The CED device should be suitable for multiple infusions of the therapeutic agent over the course of treatment, which requires the implantation of catheters within the patient's skull for a longer period.
2. Basic requirements:
 - 1) delivery of CED components and CED kits, i.e.: 60 catheters, 60 infusion lines, 4 complete CED kits;
 - 2) component specifications, i.e.: providing detailed technical specifications of the proposed CED components, including materials, dimensions, and performance characteristics;
 - 3) technical support, i.e.: providing technical support and consulting services for the planning and design of experimental protocols using CED components and complete kits;
 - 4) educational workshop, i.e.: conducting a workshop demonstrating the proper use, operation, and configuration of the delivered CED components and complete kits;
 - 5) equipment rental, i.e.: providing at least two dedicated infusion pumps for the duration of the compatibility experiments.
3. The subject of the order must be brand new, of full value, complete, ready for use, free from any physical and legal defects.
4. The Ordering Party does not allow the submission of partial offers for functional, technical and economic reasons.
5. Indicating the trade name or source of origin in the order documentation determines the product class and serves only to establish the technical standard and quality and does not indicate a specific product or manufacturer. The original nomenclature or symbolism was provided to specify the subject of the order.
6. The contractor may offer equivalent solutions. A contractor who refers to the use of equivalent products in his offer is obliged to demonstrate that the products he offers meet the requirements specified by the Ordering Party by entering the name of the equivalent product and attaching a description of the offered equivalent product to the offer (e.g. catalog description of the product) which should clearly show that the

offered product has the same or better technical and quality parameters than those specified by the Ordering Party.

7. The Ordering Party does not allow the submission of variant offers.
8. The Ordering Party envisages awarding supplementary/additional orders within 3 years from the basic contract's award.
9. The Ordering Party does not reimburse the costs of participation in the proceedings.
- 10. This Request for Quotation is conditional, i.e. the contract will be signed with the Contractor when funding is granted.**
- 11. The Request for Quotation may be invalidated if the public funds that the Ordering Party intended to use to finance all or part of the order are not granted to it.**

IV. Order completion date

Deliveries and services should be carried out in the period from August 1, 2024 to July 31, 2027.

V. Place of order fulfillment

The subject of the order will be delivered by the Contractor to the headquarters in Warsaw at ul. Żwirki i Wigury 101, 02-089 Warsaw.

VI. Conditions for participation in the proceedings

1. Contractors not subject to exclusion from the contract award procedure may apply for a contract award. The Ordering Party does not specify additional conditions for this Inquiry.
2. In order to demonstrate the lack of grounds for exclusion, the Contractor submits a declaration in accordance with the template constituting Annex No. 2 to the Request for Quotation.

VII. Grounds for exclusion from participation in the proceedings

1. Contractors who are related to the Employer personally or by capital are excluded from participation in the procedure, with capital or personal ties being understood as mutual links between the Employer or persons authorized to incur liabilities on behalf of the Employer or persons performing activities on behalf of the Employer related to the conduct of the Contractor selection procedure and the Contractor, consisting in particular in:
 - 1) participating in the company as a partner in a civil law partnership or partnership,

- 2) holding at least 10% of shares or stocks, unless a lower threshold is provided for by law or regulations regarding the rules for the implementation of the project covered by the Request for Proposal,
- 3) performing the function of a member of the supervisory or management body, proxy, attorney,
- 4) being married, by consanguinity or affinity in the direct line, by consanguinity or affinity in the second degree or by affinity in the collateral line, or by adoption, guardianship, or guardianship, or being in cohabitation with the economic operator, its legal representative or members of management or supervisory bodies of economic operators competing for the contract award,
- 5) being in such a legal or factual relationship with the contractor that there is a reasonable doubt as to their impartiality or independence in connection with the contract award procedure.

NOTE: In the event of disclosure of capital or personal ties between the Contractor and the Ordering Party, the contract may not be awarded to the Contractor.

2. In order to prove the absence of the premises referred to in par. 1, which are the basis for excluding the Contractor from participation in the procedure for awarding the contract in question, the Contractor is obliged to submit a statement on the lack of capital or personal ties.
3. The contractor who fails to submit the declaration referred to in par. 2 will be requested to supplement it within the time limit indicated by the Ordering Party. Failure to submit the declaration within the time limit indicated by the Ordering Party will result in the exclusion of the Contractor from the procedure. Exclusion of the Contractor from the contract award procedure means rejection of his offer.
4. The contracting authority may exclude the Contractor at any stage of the procurement procedure.

VIII. Criteria and method of evaluating tenders

1. When selecting the most advantageous tender, the Ordering Party will be guided by the following tender evaluation criteria:

Criterion	Percentage importance of the criterion	The maximum number of points an offer can receive for a given criterion
Gross offer price (C)	100 %	100

Points will be awarded according to the following rules: 1% = 1 point.

- a) The offer with the lowest gross price will receive 100 points.
- b) the points of other offers will be calculated according to the mathematical proportion with an accuracy of two decimal places:

$$C = (C_{\min}/C_{\text{ex}}) \times 100\% \times 100$$

where:

C - the number of points the offer will receive for the "Price" criterion

C_{min} - the lowest price among all valid and non-rejected offers

C_{ex} - the price of the examined offer

2. The price must be given in Polish zlotys, numerically, to two decimal places and in words. The price must include all costs of order fulfillment, 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 incurred by the Contractor during the execution of the order, and not included in the price of the offer, will not be additionally settled by the Ordering Party.
3. In a situation where foreign entities participate in the public procurement procedure, which, pursuant to separate regulations, are not obliged to pay VAT in Poland, the offers prepared by such Contractors include the price with a 0% VAT rate. The tax obligation in the case of purchasing goods or services from foreign entities, in accordance with the provisions of the Act on tax on goods and services, rests with the Ordering Party. When evaluating the offer in terms of the price criterion, the Ordering Party will add to the offer price of foreign entities, the amount of VAT and customs duties (if applicable - Contractors from outside the European Union), which are charged to the Ordering Party for the performance of the contract, to the offer price of foreign entities.
4. Prices quoted in a currency other than PLN for the purpose of tender evaluation will be converted by the Ordering Party into PLN according to the official average exchange rate published by the National Bank of Poland on the date of publication of the announcement to the Competitiveness Database. Average exchange rates are available at the following internet address: <http://www.nbp.pl/>
5. As a result of the assessment made according to the criteria indicated in par. 1, the offer may receive a maximum of 100 points. Scores will be rounded to two decimal places.

6. The offer which is not subject to rejection, and which receives the highest number of points during the assessment, will be considered the most economically and qualitatively advantageous.
7. This contract will be awarded to the Contractor who is not subject to exclusion and whose tender will receive the highest number of points in the final scoring.
8. In the event of circumstances where two or more offers receive the same number of points, the Ordering Party shall request the Contractors to submit additional offers. Prices offered in additional offers cannot be higher than in the original offer.

IX. How to prepare offers

1. The offer should be prepared on the form constituting Appendix No. 1 to the Request for Proposal.
2. The content of the submitted offer must correspond to the content of the Inquiry and contain all required attachments, i.e.:
 - **the Contractor's declaration on the lack of capital or personal ties,**
 - power of attorney to submit the offer in the original or a certified copy, if the offer was signed on behalf of the Contractor by a proxy,
 - in the event that the Contractor provides personal data other than those directly related to him and there is no exclusion of the information obligation referred to in art. 13 sec. 4 or art. 14 sec. 5 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (Journal of the EU L119, p. 1), a statement with the following content: "I declare that I have fulfilled the information obligations provided for in art. 13 or art. 14 Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (Official Journal of the EU L 119 of 04.05.2016, p. 1) towards natural persons from whom I obtained personal data directly or indirectly in order to apply for a public contract in this procedure".
3. The offer together with attachments must be signed. An unsigned offer will be considered invalid and will be rejected. It is not allowed to initial the signature (no identification of the signatory). **The Contractor may sign the offer with an electronic signature, in which case a document confirming the positive verification of the electronic signature should be attached to the offer.**

4. The offer with attachments should be submitted in Polish, however, for the purposes of this request, the Contracting Authority allows submission of the offer in English.
5. Before the deadline for submission of tenders, the contractor may change or withdraw the submitted tender.
6. The Ordering Party informs that the tenders submitted in the procedure are public and shall be made available from the moment of their opening, with the exception of 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 16 April 1993 on Combating Unfair Competition (Journal of Laws of 2020, item 1913, as amended), the "trade secret" should be described. The content of the offer should include information that the document is proprietary. The contractor is obliged to prove that the reserved information is a business secret. Accordingly, if the Contractor fails to comply with the above obligations, the Ordering Party will have grounds to consider that the reservation of a trade secret is ineffective and therefore it will treat the given information as unprotected and not a trade secret within the meaning of the Act on Combating Unfair Competition. The Contractor may not reserve the data concerning the elements of the price, the Contractor's name and its registered office.
7. The Contractor bears all costs related to the preparation and submission of the offer.

X. Method of submitting bids

1. The offer should be submitted electronically via the Competitiveness Database at the address <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/>.
2. The Contractor may submit only one offer. Submission of more offers by one Contractor will result in their rejection.

XI. Deadline for submission of bids

1. The deadline for submitting bids is on **15.07.2024 r. at 10:00**.
2. The date of submission of the offer is considered to be the date of receipt of the offer in the mailbox of the Competitiveness Base.
3. Bids submitted after the bid submission deadline will not be considered.
4. The Ordering Party reserves the right to extend the deadline for submission of tenders. In such a case, the Ordering Party will each time place relevant information in the place of publication of the Inquiry 01/WPD/FEMA/2024, i.e.: in the Competitiveness Database at <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/> and on the Ordering Party's website at www.wpdpharmaceuticals.pl

XII. The validity period of the offer

1. The Contractor remains bound by the offer for a period of 30 days, starting from the date of expiry of the deadline for submitting offers.
2. The contracting authority may extend the tender validity period by requesting the Contractors to agree to extend this period for a specified period, but not longer than 30 days.

XIII. The method, scope and persons authorized to communicate with the contractors

1. Communication between the Employer and the Contractors takes place using electronic means of communication through the Competitiveness Base (<https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/>)
2. The Contractor may request the Employer to clarify the content of the Request for Proposals. The Contracting Authority is obliged to answer the Contractor's questions within the time limit for submitting the tender, but not later than 2 working days before the deadline for submitting the tender, provided that the request for clarification was received by the Contracting Authority no later than 4 days before the expiry of the deadline for submitting the tenders.
3. If the request for clarification of the content of the Inquiry was received later than 4 days before the deadline for submission of tenders. The contracting authority may provide explanations or leave the request unprocessed.
4. The extension of the deadline for submitting tenders does not affect the extension of the deadline for submitting requests for clarification of the content of the Request for Proposals, to which the Ordering Party is obliged to respond.
5. The Ordering Party will post the content of questions and answers in the place of publication of the Request for Proposals, i.e.: in the Competitiveness Database at <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/> and on the Ordering Party's website at www.wpdpharmaceuticals.pl. Explanations will constitute an integral part of the Inquiry.
6. The Ordering Party reserves the right to introduce changes or supplement the Request for Proposals at any time before the deadline for submission of tenders. In such a 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 in the place of publication of the Request for Proposal, i.e.: in the Competitiveness Database at <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/> and on the Ordering Party's website at www.wpdpharmaceuticals.pl.

7. In the event that the scope of the information entered into the Request for Proposals, changes or clarifications provided, will result in the necessity to modify the bids, the Ordering Party, in the manner specified in section XI par. 4, will also extend the deadline for submission of tenders.
8. In the event that the order price offered by the Contractor seems abnormally low and raises the Ordering Party's doubts as to the possibility of performing the subject of the order in accordance with the requirements set out in the Request for Proposals, the Ordering Party may ask the Contractor for explanations, including submission of evidence regarding the calculation prices.
9. The Ordering Party reserves the right to correct obvious typographical errors in the offer, obvious calculation errors, considering the accounting consequences of the corrections made, which do not result in significant changes in the content of the offer.
10. The Ordering Party reserves the right to summon Contractors whose bids were submitted on time, but contain deficiencies or errors, to supplement 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.
11. A request for correction, supplementation, clarification may only concern formal deficiencies or errors. It is not allowed to change the submitted offer.

XIV. Indication of the selected offer together with the justification for the choice

1. The Ordering Party will post information about the results of the procedure, indicating the name of the selected Contractor, its seat and the price of the order in the place of publication of the Inquiry No. 01/WPD/FEMA/2024, i.e.: in the Competitiveness Database at <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/> and on the Ordering Party's website at www.wpdpharmaceuticals.pl, immediately after selecting the best offer.
2. The Ordering Party does not anticipate the public opening of tenders.

XV. Cancellation conditions

1. The Ordering Party reserves the right to cancel the procedure or change the procedure at any stage, or to cancel the procedure or not to select the Contractor, without giving a reason. At the same time, the Ordering Party informs that, in accordance with applicable law, this Invitation does not constitute an offer within the meaning of Art. 66 of the Act of April 23, 1964, the Civil Code (Journal of Laws 2022.1360, i.e. of June 2022,

29), and is not an announcement within the meaning of the Act of September 11, 2019. Public Procurement Law (Journal of Laws 2022.1710, i.e. of 2022.08.16).

2. The Contractors shall not be entitled to any claim against the Ordering Party if the Ordering Party uses the right referred to in par. 1.

XVI. Significant changes to the terms of the contract

1. The Ordering Party provides for the possibility of amending the provisions of the concluded contract in relation to the content of the offer, on the basis of which the Contractor was selected, in the event of at least one of the circumstances listed below, considering the stated conditions for their introduction, i.e.:

a) the changes concern the implementation of additional deliveries from the current contractor not covered by the basic order, provided that they have become necessary and the following conditions have been met jointly:

- ✓ the change of the contractor cannot be made for economic or technical reasons, in particular regarding the interchangeability or interoperability of equipment, services or installations ordered under the main contract,
- ✓ a change of the contractor would cause significant inconvenience or a significant increase in costs for the Ordering Party,
- ✓ the value of each subsequent change does not exceed 50% of the contract value originally specified in the contract,

b) the change does not lead to a change in the nature of the contract and the following conditions have been met jointly:

- ✓ the need to amend the contract is caused by circumstances that the Ordering Party, acting with due diligence, could not have foreseen,
- ✓ the value of the change does not exceed 50% of the contract value originally specified in the contract,

c) the contractor to whom the contracting authority awarded the contract is to be replaced by a new contractor:

as a result of succession, entering into the rights and obligations of the contractor, as a result of takeover, merger, division, transformation, bankruptcy, restructuring, inheritance or acquisition of the existing contractor or its enterprise, provided that the new contractor meets the conditions for participation in the procedure and does not entail any other significant changes to the contract, and it is not intended to avoid the application of the competition principle,

or,

as a result of the Ordering Party taking over the contractor's obligations towards its subcontractors - in the event of a change of the subcontractor, the Ordering Party may conclude an agreement with a new subcontractor without changing the terms of the contract, taking into account the payments made for the work completed so far,

- d) the change does not lead to a change in the nature of the contract and the total value of the changes is less than EUR 140,000 and at the same time is less than 10% of the contract value originally specified in the contract,
- e) a change in the method of settling the contract, making payments or the need to change the date of implementation for each of the Parties, at their substantiated request,
- f) the need to increase / reduce the scope of the subject of the contract by 20%;
- g) the need to change the contract is caused by circumstances that the Ordering Party, acting with due diligence, could not foresee, provided that the change does not modify the general nature of the contract and the price increase caused by each subsequent change does not exceed 50% of the value of the original contract;
- h) occurrence of force majeure,

2. In addition, the Ordering Party allows for significant changes to the provisions of the contract in the following cases and scope:

- a) the method of performance of the subject of the contract as a result of circumstances that the Employer and the Contractor could not foresee, despite exercising due diligence,
- b) remuneration in the event of a change in tax regulations, in particular a change in the value added tax rate,
- c) changes in generally applicable laws to the extent affecting the performance of the contract,
- d) changes in the rules of payment of the Contractor's remuneration, when the need to introduce changes will result from the provisions of other contracts related to the contract regarding this procedure, and the need to introduce changes results from circumstances that could not be foreseen at the time of concluding the contract,
- e) other changes due to circumstances that the Parties could not have foreseen at the time of conclusion of the contract,
- f) changes in the period for the implementation of the subject of the agreement, changes in the scope of the subject of the agreement within the entire project resulting from the needs of the Ordering Party in the event of acceptance by the Institution being a party to the Agreement for co-financing of the project changes in the Application for co-financing.

3. Amendments to the contract require an annex in writing to be valid, under pain of nullity.

XVII. Information obligation for proceedings related to the execution of orders

Data Administrator

According to Art. 13 sec. 1-2 and Art. 14 section 1-2 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27/04/2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (general regulation on data protection) (Official Journal of the EU L 119, p. 1) - hereinafter referred to as GDPR - we inform you that we process your personal data.

The administrator of your personal data is:

WPD Pharmaceuticals sp. z o.o.

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

You can contact us as follows:

- a. by post to the address: ul. Żwirki Wigury 101, 02-089 Warsaw
- b. by email: gdpr@wpdpharmaceuticals.com

1. Data Protection Officer

WPD has not appointed a Data Protection Officer, however, it employs an information security specialist. This is the person you can contact in all matters regarding the processing of your personal data and the use of your rights related to data processing.

The Information Security Officer can be contacted as follows:

- a. by post to the address: ul. Duńska 9, 54-427 Wrocław
- b. by email: gdpr@wpdpharmaceuticals.com

2. Purposes of processing your personal data

We will process your data in order to conduct a public procurement procedure or conclude and perform a contract, which was the reason for contacting WPD regarding the data provided personally or by a third party. Providing your data is voluntary for the preparation, conduct and performance of a public contract, it may be a statutory or contractual requirement or a condition for concluding a contract, and failure to provide them may result in the inability to join or perform a public contract.

Legal basis:

- article 6 section 1 letter b (GDPR), i.e. "processing is necessary for the performance of a contract to which the data subject is a party or in order to take action at the request of the data subject prior to entering into a contract";

- article 6 sec. 1 lit. c (GDPR), i.e. "processing is necessary to fulfill the legal obligation incumbent on the administrator";
- article 6 sec. 1 lit. e (GDPR), i.e. "processing is necessary to perform a task carried out in the public interest or in the exercise of official authority entrusted to the administrator";
- article 6 sec. 1 lit. f (GDPR), i.e. processing is necessary for the purposes of the legitimate interests pursued by the administrator or a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject, which require protection of personal data, in particular when the data subject is a child.

The legal interest of the Administrator boils down to pursuing claims and defending against claims in common courts.

- Act of September 29, 1994 on accounting (Journal of Laws of 2019, item 351).

3. The period of storage of your personal data

Your personal data will be processed by WPD for a period:

- 4 years - offers
- 5 years - from the end of the procedure (complete documentation regarding the awarded contract),
- for the duration of the project (complete documentation regarding orders from EU funds), to the extent provided by the entity with which the WPD concluded a 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 the law or requires consideration of the case outside the WPD (e.g. in the case of conducting cases before the National Appeals 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 origin of personal data

The data has been provided to WPD by an entity that is involved in the procurement procedure or is related to the conclusion and performance of the contract.

7. Information about 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 demand rectification (Article 16 of the GDPR),
- the right to delete data (right to be forgotten) to a limited extent (Article 17 of the GDPR),
- right to limited processing (Article 18),
- the right to data portability (Article 20 of the GDPR),
- right to object (Article 21 of the GDPR),
- the right not to be subject to decisions based solely on automated processing, including profiling (Article 22 of the GDPR).

According to Art. 19 of the Public Procurement Law, the Ordering Party informs that:

- the exercise by the person to whom the personal data relates of the right to rectify or supplement referred to in art. 16 of Regulation 2016/679 of the GDPR, may not result in a change in the outcome of the procurement procedure or a change in the provisions of the public procurement contract to the extent inconsistent with the Act;
- in the procurement procedure, submitting a request to limit the processing referred to in art. 18 sec. 1 of Regulation 2016/679 of the GDPR, does not limit 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 lodge a complaint with the authority

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

Office for Personal Data Protection

ul. Stawki 2

00-193 Warszawa

tel. 22 531-03-00

XVIII. Attachments

Appendix No. 1 - Offer form

Appendix No. 2 - Template Statement on the absence of capital or personal ties

Appendix No. 1 to the Request for Proposals No Nr 01/WPD/FEMA/2024

....., on year
(place) (date)

THE CONTRACTOR:

.....

(Contractor's name / registered office / address / tax identification number)

THE ORDERING PARTY:

WPD Pharmaceuticals sp. z o.o.
ul. Żwirki i Wigury 101, 02-089 Warszawa

OFFER FORM

I. CONTRACTOR INFORMATION:

This offer is made by:

Contractor [company] ¹ :	
HQ address:	
KRS number [if applicable]:	
Tax identification number:	
Name and surname of the person authorized to represent the Contractor [signing the offer]:	
Providing the basis for the authorization to represent the Contractor:	
Name and surname of the contact person:	
Phone number:	
E-mail address:	
Bank account number to which the remuneration should be transferred:	

II. OFFER INFORMATION

1. We offer performance of the subject of the contract under the following conditions:

Net price	
Gross price	
VAT	
Total Gross value in words	

¹ In the case of Contractors acting jointly, enter the data of each of these Contractors, and also indicate the one of them who represents the Contractors in the Proceedings (the so-called consortium leader, proxy of Contractors jointly applying for the contract).

III. STATEMENTS OF THE CONTRACTOR:

1. I declare that the price provided by us includes all costs necessary to complete the order resulting from the scopes and conditions specified in the Request for Proposal Nr 01/WPD/FEMA/2024.
2. I declare that if this offer is selected, we undertake to conclude the contract within the time limit indicated by the Ordering Party.
3. I declare that we are able, upon request and without delay, to provide certificates and other types of evidence in the form of documents to confirm the information contained in the offer.
4. When performing the subject of the order, we will not entrust subcontractors with the performance of part or all of the subject of the order / we will entrust subcontractors with the performance of the following parts of the subject of the order².
5. We declare that we will be jointly and severally liable for non-performance or improper performance of the order³.
6. The selection of my offer will/will not (if applicable) lead to the creation of a tax obligation for the Ordering Party (in the event of the circumstances referred to, indicate the name and type of goods, the delivery of which will lead to its creation, indicating its value without the amount of tax).
7. I declare that there are no grounds for exclusion in relation to me from proceedings pursuant to Art. 7 sec. 1 of the Act of April 13, 2022. on special solutions to counteract the support of aggression against Ukraine and to protect national security (Journal of Laws, item 835)
8. I declare that we have fulfilled the information obligations provided for in art. 13 or art. 14 Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (Official Journal EU L 119 of 04/05/2016, p. 1) to natural persons from whom we have obtained personal data directly or indirectly in order to apply for a public contract in this procedure⁴.

We attach to the offer: Declaration of no capital or personal ties

Place on

.....

*(signature of the person(s) authorized
to represent the Contractor)*

² Delete as appropriate

³ Statement of Contractors submitting a joint offer

⁴ Delete if not applicable, i.e. when the Contractor does not provide personal data other than those directly concerning him or when the information obligation is excluded, pursuant to art. 13 sec. 4 or art. 14 sec. 5 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (Official Journal of the EU L119, p. 1).

Appendix No. 2 to the Request for proposals No 01/WPD/FEMA/2024

....., on year
(place) (date)

THE CONTRACTOR:

.....

(Contractor's name / registered office / address / tax identification number)

THE ORDERING PARTY:

WPD Pharmaceuticals sp. z o. o.
ul. Żwirki i Wigury 101
02-089 Warszawa

DECLARATION ON THE LACK OF CAPITAL OR PERSONAL RELATIONS - TEMPLATE

For the purposes of the procurement procedure for Request for proposals No. 01/WPD/FEMA/2024, on behalf of the Contractor, I declare that there are no mutual relations between the Contractor and the Ordering Party or persons authorized to incur liabilities on behalf of the Ordering Party or persons performing activities on behalf of the Ordering Party related to the contractor selection procedure, consisting in in particular on:

- a) participating in the company as a partner in a civil law partnership or partnership,
- b) holding at least 10% of shares or stocks, unless a lower threshold is provided for by law or regulations regarding the principles of implementation of the project covered by the Request for Proposal,
- c) acting as a member of the supervisory or management body, proxy, attorney,
- d) being married, by consanguinity or affinity in the direct line, by consanguinity or affinity in the second degree or by affinity in the collateral line, or by adoption, guardianship, or guardianship or being in cohabitation with the economic operator, its legal representative or members of management or supervisory bodies of economic operators competing for the contract award,

I declare that I am aware that in the event of disclosure of capital or personal ties with the Ordering Party, the contract may not be awarded to the Contractor.

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*(signature of the authorized person(s)
to represent the Contractor)*