



POLISH NATIONAL AGENCY
FOR ACADEMIC EXCHANGE

2/2022/APM

REQUEST FOR QUOTATION

concerning:

***De novo* sequencing of staphylococcal genomes. Number of samples: 100.**

APPROVED BY:

Vice-Rector for Development

prof. dr hab. inż. Adam Szewczuk

Wroclaw, August 2022



BASIC RULES APPLICABLE TO PROCEEDINGS

1. The provisions of the Act of 11 September 2019 on Public Procurement Law (consolidated text: Journal of Laws of 2021, item 1129, as amended) on the basis of the exclusion contained in Article 11 section 5 item 1 of the PPL.
2. In matters not regulated by this Request for Quotation and to activities undertaken by the Ordering Party and Contractors, the provisions of the Civil Code shall apply.
3. The proceedings are conducted in Polish. All documents and statements during and after the proceedings shall be submitted in Polish or in English. Offers in English must be identical as to offers in Polish.
4. Information constituting a trade secret within the meaning of the provisions on combating unfair competition shall not be disclosed, if the contractor, not later than within the time limit for submission of offers, has stipulated that it cannot be disclosed and demonstrated that the reserved information constitutes a trade secret. In the event of a reservation, the Ordering Party requires the submission of evidence and information that confirms that this is a trade secret. The Ordering Party recommends that the information reserved as a "trade secret" should be submitted by the Contractor in a separate internal envelope marked "Business secret" or stapled, stapled separate from the other - non-confidential parts of the offer.

The contractor may not stipulate the following information as trade secrets: name, address, price, deadline for the contract, warranty period and payment terms.
5. Variant offers are not allowed.
6. The Ordering Party allows submission of partial offers. The contractor may submit an offer for each of the parts separately or for both parts.

1. NAME AND ADDRESS OF THE ORDERING PARTY

The Ordering Party is: **Wrocław University of Environmental and Life Sciences** with its registered office at C. K. Norwida St. 25, 50-375 Wrocław, NIP: 896-000-53-54, REGON: 000001867

2. DESCRIPTION OF THE SUBJECT OF THE CONTRACT

- 2.1. The subject of the contract is: De novo sequencing of staphylococcal genomes. Number of samples: 100. The service includes the preparation of DNA libraries, sequencing and assembly of sequences as well as evaluation of the quality of the obtained data.
The contract is carried out under the task 5 "Study of the population structure of pathogenic *Staphylococcus* species" of the project "International multicentric platform as a key element for the effective scientific research" financed by the Polish National Agency for Academic Exchange.
- 2.3 The contract is financed within the project „International multicentric platform as a key element for the effective scientific research” by the Polish National Agency for Academic Exchange, Agreement No. PPI/APM/2019/1/00044/U/00001

2.4. A detailed description of the subject of the contract is provided in the attachment no 5 and 6 (contract template) to this Request for Quotation.

3. THE DEADLINE FOR COMPLETION OF THE CONTRACT

**3.1 Deadline for order completion:
up to 30 working days from test tubes delivery.**

4. LIST OF DECLARATIONS OR DOCUMENTS TO BE PROVIDED BY THE CONTRACTOR TO CONFIRM THE FULFILMENT OF THE CONDITIONS FOR PARTICIPATION IN THE OFFER PROCEDURE

The offer must contain the following statements and documents:

4.1. A completed and signed **offer form (attachment no.1)** including the price for De novo sequencing of staphylococcal genomes. including VAT tax expressed in PLN,

4.2 Declaration of not being subject to exclusion from applying for a public contract (attachment no.2).

4.3 **A valid excerpt from the relevant register or from the central record of business information**, issued not earlier than 6 months before the deadline for submission of offers (original or copy certified as true to the original by a person authorized to represent the Contractor), If the Contractor has a seat or place of residence outside the territory of the Republic of Poland, instead of the above mentioned documents, shall submit information from a relevant register. In case of the absence of such register, another equivalent document issued by a competent judicial or administrative authority of the country in which the Contractor has the seat or place of residence is required.

4.4 **Possible power of attorney** if the documents are signed by a person representing the Contractor other than indicated in the entrepreneur's registration document, the offer should be accompanied by the copy of power of attorney to: represent the Contractor in the contract award procedure/or/ represent in the procedure and conclude the contract.

Due to the fact that the contracting authority may submit offers in the form of a scan, the Ordering Party reserves the right to request the Contractor at any stage of the procedure to present a power of attorney or authorization in the form of an original or a copy certified by a notary.

5. CONTACT FORM

5.1. Submitting offers takes place via:

the e-mail address of maria.blaszczuk@upwr.edu.pl on the offer form in accordance with attachment no 1 with a note in the title of the e-mail "De novo sequencing of staphylococcal genomes".

5.2. Statements, applications, notices and information shall be submitted by the Ordering Party and the Contractor by means of electronic communication to the Contracting Authority's address indicated in pt. 1 and to the address of the Contractor indicated in the tender.

5.3. When the Ordering Party and/or the Contractor provides declarations, requests, notices and information with the use of electronic means of communication, within the meaning of the Act of 18 July 2002 on providing services by electronic means, each party, at the request of the other party, shall immediately confirm the fact of their receipt.

5.4. Statements, requests, notifications and information provided by electronic means of communication shall be deemed to have been submitted in time if their contents have reached the addressee, i.e. the addressee's server, before the deadline and was confirmed immediately.



5. The person authorized to contact the Contractors in matters relating to the present proceedings is: first and last name:
Maria Błaszczuk
tel: 71320 5186, 502069812
e-mail address: maria.blaszczuk@upwr.edu.pl

6. OFFER VALIDITY PERIOD

6.1. The contractor is bound by the offer for a period of 30 days. The offer validity period begins with the submission deadline.

6.2. The contractor may, on his own or at the request of the Ordering Party, extend the offer validity period, however, the Ordering Party may only once, at least 3 days before the end of the offer validity period, request the contractors to agree to extend this period for a specified period, but no longer than 30 days.

7. EXAMINATION OF OFFERS

7.1. The Ordering Party shall examine whether the offers meet the formal requirements. Offers that do not meet these requirements shall be rejected and are not evaluated.

7.2. The commission evaluates offers that have not been rejected for formal reasons.

7.3. The evaluation of offers is based on the offer evaluation criteria provided in this request for quotation.

7.4. When evaluating offers, the Ordering Party may use external opinions and expertise.

7.5. In the course of the examination and evaluation of offers, the Ordering Party may request Contractors for explanations regarding the content of the submitted offers.

7.6. In the course of tender examination and evaluation, the Contracting Authority may invite the Economic Operators to complete the documents required in point 4, if they are not submitted or do not meet formal requirements.

8. REJECTION OF AN OFFER, EXCLUSION OF A CONTRACTOR

8.1. The Ordering Party shall reject the offer if:

- a) its content does not correspond to the content of this request for quotation,
- b) its submission constitutes an act of unfair competition within the meaning of the provisions on unfair competition,
- c) contains an abnormally low price in relation to the subject of the order,
- d) the Contractor has not submitted explanations regarding the content of the submitted offer on the Ordering Party's request,
- e) it is invalid on the basis of separate provisions,
- f) more than 1 offer has been submitted by one Contractor. In this case, both offers are rejected.

8.2. The contract award procedure shall exclude contractors who:

- 1) have not agreed to extend the offer validity period;

- 2) have submitted false information that affects or may affect the outcome of the proceedings;
- 3) being an entity in such an actual or legal relationship with the Ordering Party that may raise reasonable doubts as to the impartiality in choosing the supplier of the goods or service, in particular those related by marriage, kinship or affinity up to and including second degree, adoption, custody or guardianship.
- 4) in situations, mentioned in Article 7 section 1 of the Act of 13 April 2022 on an assistance measure under the European Peace Facility to support the Ukrainian Armed Forces (Journal of Laws of 2022, item 835). To the Contractor, excluded in this matter, the Article 7 section 3 of Act mentioned above is being applied.

9. PLACE AND DATE OF SUBMISSION OF OFFERS

9. 1 Offers shall be submitted to the e-mail address indicated in item 5.1 of the request for proposal, according to the method of submission of tenders accepted by the Ordering Party.
9. 2. The deadline for submission of offers is 11.08.2022, till 3 p.m.
9. 3. Modification and withdrawal of a offers: The Ordering Party may, before the deadline for submission of offers, modify or withdraw the offer. The notification must be provided in the manner indicated in point 1 of the request for proposal, additionally marked 'AMENDMENT' or 'WITHDRAWAL'.
9. 4. An offer submitted after the deadline shall not be opened and shall not be taken into account in the proceedings.

10. DESCRIPTION OF THE PRICE CALCULATION

- 10.1. The gross offer price must be calculated as indicated in this request.
- 10.2 The offer price must include a quote for all expenses necessary to complete the subject of the contract(including in particular the amount of VAT) in full on the terms and conditions specified by the Ordering Party in the request. The offer price must be quoted to two decimal places. . The offer price in the offer form should be provided in PLN together with the relevant VAT corresponding to the subject of the order with accuracy to two decimal places, applying the rule that the third digit after the decimal point from "5" upwards causes the second digit after the decimal point to be rounded up by 1. If the third digit after the decimal point is lower than "5" then the second digit after the decimal point does not change.
- 10.3 The Contractor's remuneration for the performance of the subject matter of the contract for the entire duration of the contract shall be the price for the order from the offer of the Contractor with whom the contract will be concluded, however, this price may be expressed - at the choice of the Contractor with whom the contract will be concluded, communicated at the latest at the stage of preparation/conclusion of the contract - in one of the following currencies, either in the Polish currency (PLN), or Euro (EUR), or US dollars (USD). If the Economic Operator chooses a currency other than PLN, it is assumed that the price given in PLN in the Tender Form shall be converted into the currency indicated by the Economic Operator according to the average exchange rate of the National Bank of Poland as of the date of announcement of the enquiry on the Contracting Authority's website.
- 10.4 If the Contractor submits an offer, the selection of which would lead to the Ordering Party's tax obligation in accordance with the provisions of the VAT regulations in the scope of intra-community acquisition of goods and services, the Ordering Party, in order to evaluate such an offer, shall add the VAT which it would be obliged to pay in accordance with the applicable regulations to the price presented in the offer.

11. DESCRIPTION OF THE CRITERIA WHICH THE CONTRACTING PARTY WILL USE TO CHOOSE THE OFFER, INCLUDING THE RELEVANCE OF THOSE CRITERIA AND THE METHOD OF ASSESSING THE OFFERS



Offers that have not been rejected and which have been submitted by Contractors not subject to exclusion are subject to examination and evaluation (at a given stage of examination and evaluation of offers).

1. When selecting offers, the Employer will be guided by the following criteria for the evaluation of offers:
the price - 100% (C)
for De novo sequencing of staphylococcal genomes.
The method of calculating points for individual criteria:

under the "**Price**" criterion, the offers will be evaluated using the formula:

$$C = \frac{C_n}{C_o} \times 100 \%$$

where:

- C – the number of points under the "Price" criterion,
C_n - the lowest price among the evaluated offers, i.e. those not subject to rejection and submitted by Contractors who were not subject to exclusion at a given stage of examination and evaluation of offers.
C_o - the price of the evaluated offer

The gross price for the performance of the entire subject of the contract given in the offer form will be assessed **under the "Price" criterion**. In this criterion, the Contractor may obtain a maximum of 100 points for each part.

- a. The Ordering Party shall calculate points numerically to two decimal places, rounded up in accordance with mathematical rules
- b. If the best offer cannot be selected due to the fact that two or more offers present the same balance of price or cost and other offer evaluation criteria, the Ordering Party selects the offer with the lowest price or the lowest cost from among these offers, and if offers have been submitted for the same price or cost, the Ordering Party calls upon Contractors who submitted these offers to submit additional offers within the time limit specified by the Ordering Party.
- c. The offer that obtains the highest sum of points obtained in the above mentioned assessment criteria will be considered the most advantageous offer.



12. CHOICE OF THE BEST OFFER

12.1) The Ordering Party shall immediately notify the Contractors who submitted the offers about the selection of the most advantageous offer via e-mail, and moreover, the information is posted on the website <https://bip.upwr.edu.pl/zamowienia-publiczne/zamowienia-do-130000-zl>.

12.2) The information on the selection of the best offer includes: name or first name and surname, seat or place of residence and address, if it is the place of business of the Contractor whose offer was selected, and names or names and surnames, seat or place of residence and addresses, if any the places of activity of the Contractors who submitted offers, the scores awarded to the offers, information about the Contractors who have been excluded, information about the Contractors whose offer has been rejected.

12.3) A contract will be concluded with the Contractor, whose offer is considered the most advantageous, in accordance with the template **constituting attachment 3** to the Inquiry.

12.4) The Contractor who submitted the most advantageous offer, the Ordering Party will indicate the date and place of signing the contract. If the selected Contractor withdraws from concluding the contract, the Ordering Party concludes a contract with the next Contractor who obtained the next highest number of points in the contract award procedure.

12.5) Before concluding a public procurement contract, the Contractor whose offer has been considered the most advantageous is required to complete the following formalities:

- 1) if the offer of contractors who submitted a joint offer (consortium) has been selected, the Ordering Party requires, prior to concluding a public procurement contract, an agreement regulating the cooperation of these Contractors,
- 2) submit the original or copies of the relevant powers of attorney confirmed by a notary public, if the contract will be concluded on behalf of the Contractor by an attorney or attorneys.

12.6) The conclusion of the contract with the Contractor may be in writing or in electronic form - signed with a qualified electronic signature.

13. CANCELLATION OF PROCEEDINGS

13.1. The Ordering Party shall cancel this proceeding if:

- a) no offer has been submitted which cannot be rejected,
- b) the price of the most advantageous offer or offer with the lowest price exceeds the amount the Ordering Party intends to allocate to finance the contract.

13.2. The Ordering Party publishes information about the cancellation of the contract award procedure on the website BIP and notify all the Contractors of the cancellation of proceedings who:

- a) applied for the award of the contract - in the event of cancellation of proceedings before the expiry of the time limit for the submission of offers by placing information on the website of the Ordering Party
- b) submitted offers - in the event of annulment of the proceedings after the deadline for submission of offers - providing factual justification.

13.3. In the event of cancellation of proceedings, Contractors shall not be entitled to a refund of participation costs in particular refund of the cost of preparing the offer.

14. INFORMATION CLAUSE

In accordance with art. 13 section 1 and 2 of Regulation (EU) 2016/679 of the European Parliament and 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 Regulation on data protection) (Official Journal of the EU L 119 of 04.05.2016, p. 1), hereinafter referred to as "GDPR", the Ordering Party, Wrocław University of Environmental and Life Sciences informs that:

- the administrator of your personal data is the Wrocław University of Environmental and Life Sciences, ul. C. K. Norwida 25, 50-375 Wrocław. It is represented by the Rector; he decides about the purposes and methods of processing personal data provided in connection with the implementation of public procurement procedures at the Wrocław University of Environmental and Life Sciences as the data administrator;
- the administrator has appointed a person who performs the tasks of a Personal Data Protection Inspector and can be contacted via the email address: iod@upwr.edu.pl; *
- Your personal data will be processed on the basis of art. 6 paragraph 1 GDPR in order to select a contractor in the procedure for the award of a given public contract No. **2/2022/APM** conducted in the form of a **request for quotation**.
- pursuant to Article 6 (1) (b) GDPR, the processing of your personal data is necessary to perform the contract to which party is the person who is the data subject, or to take action at the request of the data subject before concluding the contract;
- the recipients of your personal data shall be persons or entities to whom documentation of proceedings pursuant art. 8 and art. 96 section 3 of the Act of 29 January 2004 - Public Procurement Law, hereinafter referred to as "PPL Act" - with respect to contracts concluded in accordance with the provisions of this Act; in addition, personal data may be transferred pursuant to the principles arising from the Act of September 6, 2001 on access to public information – is made available;
- your personal data will be stored in accordance with:
 - a) art. 97 paragraph 1 of the Public Procurement Law, for a period of 4 years from the date of termination of the contract award procedure, and if the duration of the contract exceeds 4 years, the storage period covers the entire duration of the contract - applies to contracts concluded under the Public Procurement Law;
 - b) the Act of July 14, 1983 on the national archive resource and archives;
 - c) the Ordinance of the Minister of Culture and National Heritage of October 20, 2015 on classification and qualification of documentation, transfer of archival materials to state archives and disposal of non- archival documentation;
 - d) the Ordinance of the Minister of the Interior and Administration of October 30, 2006 on the detailed procedure for handling electronic documents;
 - e) The Act of 20 July 2018 - Law on Higher Education and Science;
 - f) the project/grant guidelines (if applicable);
- your obligation to provide personal data directly related to you is a statutory requirement specified in the provisions of the Public Procurement Law, (applies only to proceedings conducted pursuant to this Act) related to participation in public procurement proceedings; the consequences of not providing specific data result from the Public Procurement Law - the consequence of not disclosing personal data for processing will be the rejection of the submitted offer or exclusion of the contractor from the public



procurement procedure. In addition, the sharing of personal data, irrespective of the procedure being followed, is a condition for concluding the public procurement contract.

- with regard to your personal data, decisions will not be taken in an automated manner, applying to art. 22 GDPR;
- you have:
 - pursuant to art. 15 GDPR, the right to access your personal data regarding you;
 - pursuant to art. 16 GDPR, the right to rectify your personal data **
 - pursuant to art. 18 GDPR, the right to request the administrator to limit the processing of personal data, subject to the cases referred to in art. 18 paragraph 2 GDPR ***
 - the right to lodge a complaint with the President of the Office for Personal Data Protection, if you believe that the processing of your personal data is in breach of the provisions of the GDPR;
- you are not entitled to:
 - in connection with art. 17 paragraph 3 1 (b), (d) or (e) GDPR, the right to delete personal data;
 - the right to transfer personal data referred to in art. 20 GDPR;
 - pursuant to art. 21 GDPR, the right to object to the processing of personal data, because the legal basis for the processing of your personal data is Art. 6 clause 1 (c) GDPR.

** Clarification: information in this respect is required if there is an obligation to appoint a personal data protection officer in relation to the given controller or processor.*

*** Clarification: exercising the right to rectification may not result in a change in the outcome of the public procurement procedure or a change in the provisions of the contract to the extent that is not in accordance with the Public Procurement Law and may not violate the integrity of the protocol and its annexes.*

**** Clarification: the right to limit processing does not apply to storage, to ensure the use of legal remedies or to protect the rights of another natural or legal person, or for important reasons of public interest of the European Union or a Member State. "*

Attachments:

- Offer form. - attachment No.1

- Declaration of not being party to exclusion from applying for a public procurement - attachment No. 2
- Contract template. - attachment No. 3