

Procurement notice
Services
An expert opinion (gap analysis) of the Łukasiewicz-PORT BSL-3 laboratory

SECTION I - CONTRACTING PARTY

1.1.) Role of the Contracting Party

The procedure is conducted independently by the Contracting Party

1.2.) Name of the Contracting Party: Łukasiewicz Research Network - PORT Polish Centre for Technology Development

1.4) National Identification Number: National Business Registry Number (REGON) 020671635

1.5) Address of the Contracting Party

1.5.1.) Street: Stabłowicka 147

1.5.2.) Place: Wrocław

1.5.3.) Postcode: 54-066

1.5.4.) Province: Lower Silesia

1.5.5.) Country: Poland

1.5.6.) Location of NUTS 3: PL514 - City of Wrocław

1.5.9.) E-mail address: marzena.krzyminska@port.lukasiewicz.gov.pl

1.5.10.) Address of the Contracting Party's website: <https://www.port.org.pl/pl/>

1.6.) Type of Contracting Party: Public Contracting Party - legal person referred to in Article 4(3) of the Act (entity governed by public law)

1.7.) Objects of Contracting Party: Other activities

Scientific research and development

SECTION II – BASIC INFORMATION

2.1.) Notice subject:

Public procurement contract

2.2.) The notice concerns social and other specific services: No

2.3.) Title of contract or framework agreement:

An expert opinion (gap analysis) of the Łukasiewicz – PORT BSL-3 laboratory

2.4.) Procedure ID: ocds-148610-4d594fe8-e3d5-11eb-b885-f28f91688073

2.5.) Procurement notice number: 2021/BZP 00133928/01

2.6.) Procurement notice version: 01

2.7.) Procurement notice date: 2021-08-02 13:31

2.8.) The contract or framework agreement has been included in the plan of procedures: No

2.11.) Only the contractors referred to in Art. 94 of the Act may apply for the award of the contract: No

2.14.) Does the contract or framework agreement concern a project or programme co-financed by the European Union: No

2.16.) Award procedure and legal basis

Contract awarded under the basic procedure pursuant to: Art. 275(1) of the Act

SECTION III – SHARING OF CONTRACT DOCUMENTS AND COMMUNICATION

3.1.) Website address of the procedure conducted <https://platformazakupowa.pl/pn/port>

3.2.) The Contracting Party reserves access to the contract documents: No

3.4.) Contractors are obliged to submit tenders, requests to participate, declarations and other documents only by electronic means of communication: Yes

3.5.) Information on the electronic means of communication to be used by the Contracting Party to communicate with contractors - website address: The tender, the declarations referred to in Art. 125 (1) of the PPL Act, subjective evidence, objective evidence, powers of attorney and the commitment of the entity providing resources shall be prepared in an electronic form, in generally available data formats, in particular in .txt, .rtf, .pdf, .doc, .docx, .odt formats. The tender, as well as the statements referred to in clause 7.1.1) ToR are submitted, under pain of nullity, in the electronic form (i.e. with qualified electronic signature) or in the electronic format with trusted electronic signature or certified personal electronic signature. Website address: <https://platformazakupowa.pl/pn/port>

3.6.) Technical and organisational requirements for electronic correspondence: The Contracting Party, in accordance with the Regulation of the Prime Minister of 31 December 2020 on the manner of preparing and submitting information and technical requirements for electronic documents and means of electronic communication in a public procurement procedure or competition (Dz. U. of 2020 item 2452), specifies the necessary hardware and application requirements enabling operation on platformazakupowa.pl, i.e.:

- 1) permanent access to the Internet with a guaranteed bandwidth of at least 512 kbps,
- 2) PC or MAC computer with the following configuration: memory min. 2 GB Ram, Intel IV 2 GHZ processor or higher, one of the following operating systems - MS Windows 7, Mac Os x 10 4, Linux, or higher versions,
- 3) any web browser installed, for Internet Explorer at least version 10.0,
- 4) JavaScript enabled,
- 5) Adobe Acrobat Reader or other software supporting .pdf file format installed,
- 6) Encryption on platformazakupowa.pl takes place using TLS 1.3 protocol.
- 7) The time indication of data reception by the purchasing platform is the date and the exact time (hh:mm:ss) generated according to the local time of the server synchronised with the clock of the Central Office of Measures.
- 8) Maximum size of one file submitted via dedicated forms to:
submission, modification, withdrawal of a tender is 150 MB, while for communication the file size is a maximum of 500 MB.

The contractor, when entering into this public procurement procedure:

- 1) accepts the terms of use of platformazakupowa.pl as set out in the Regulations placed on the website under the link in the "Regulations" tab and acknowledges them as binding,
- 2) has read and followed the Instructions for Submission of Tenders available at <https://drive.google.com/file/d/1Kd1DttbBeiNWt4q4sIS4t76lZVKPbkyD/view>.

(English version https://drive.google.com/file/d/18h2aaAlqI9ZC5g_BvPdqxokWNgMG6hr3/view)

3.8.) The Contracting Party requires that tenders be prepared and submitted using electronic construction data modelling tools or other similar tools which are not generally available: No

3.12.) Tender - electronic catalogue: Not applicable

3.14.) Languages in which documents submitted in the procedure may be drawn up:

Polish

English

3.15.) GDPR (information obligation): According to the ToR

SECTION IV – SUBJECT OF THE CONTRACT

4.1.1.) A market consultation was carried out prior to the launch of the procedure: No

4.1.2.) Reference number: PO.271.23.2021

4.1.3.) Type of contract: Services

4.1.4.) The Contracting Party awards the contract in parts, each of which is the subject of a separate procedure: No

4.1.8.) Partial tenders are possible: No

4.1.13.) The Contracting Party takes into account social, environmental or labelling aspects in the description of the subject of the contract: No

4.2. Specific information relating to the subject of the contract:

4.2.2.) Short description of the subject of the contract

The subject of the contract is a gap analysis which aims to identify inconsistencies between the current state of the BSL-3 laboratories at ŁUKASIEWICZ PORT and existing standards and best practices for the architecture and engineering of biosafety level 3 laboratories. Furthermore, the possibility of upgrading and adapting the premises to the requirements of the BSL-3 standard will be analysed and the costs of such adaptation estimated.

4.2.6.) Main CPV code: 71242000-6 - Project and design preparation, estimation of costs

4.2.7.) CPV additional code:

71241000-9 - Feasibility study, advisory service, analysis

4.2.8.) The contract includes options: No

4.2.10.) Period of performance of the contract or framework agreement: 56 days

4.2.11.) The Contracting Party envisages renewals: No

4.2.13.) The Contracting Party envisages awarding contracts for similar services or construction works to the existing contractor: No

4.3.) Tender assessment criteria

4.3.1.) How the tenders will be evaluated: When selecting the most advantageous tender, the Contracting Party will be guided by the following tender evaluation criteria: criterion 1 - price , criterion 2 - quality parameters.

4.3.2.) How to determine the weighting of the criteria for evaluation of tenders: Points

4.3.3.) Applicable tender evaluation criteria: Price and quality criteria

Criterion 1

4.3.5.) Name of criterion: Price

4.3.6.) Weight: 50.00

Criterion 2

4.3.4.) Type of criterion:

organisation, professional qualifications and experience of persons appointed to implement the contract

4.3.5.) Name of criterion: Quality parameters

4.3.6.) Weight: 50.00

4.3.10.) The Contracting Party specifies social, environmental or innovation aspects, requests labels or uses life-cycle costing as a criterion for tender evaluation: No

SECTION V - QUALIFICATION OF CONTRACTORS

5.1.) The Contracting Party provides for optional grounds for exclusion: Yes

5.2.) Optional grounds for exclusion:

Article 109(1)(4)

5.3.) Conditions for participation in the procedure: Yes

5.4.) Name and description of the conditions for participation in the procedure.

Technical or professional capacity:

The Contractor will meet the condition if they demonstrate that:

a) they have at least 2 (two) Experts assigned by the Contractor to carry out the public procurement, in particular those responsible for the provision of services, each having minimum 5 years' experience in implementing the functional commissioning of BSL-3, ABSL-3, BSL-4 or ABSL-4 laboratories for at least one of the stages: 1) planning, 2) designing or evaluating designs, 3) supervising the execution of construction work, within at least three different laboratories (in three different organisations or units).

Attention: The Contracting Party requires that the experience of the Experts should cover all stages of the laboratory (1) planning, (2) designing or evaluating designs and (3) supervising the execution of construction work.

b) in the last 15 years, or during the period of business activity, whichever is shorter, they have executed at least:

- 3 (three) services related to the preparation of expert opinions, analyses or guidelines for planning, designing or evaluating designs or supervising construction work (including 2 services completed with the commissioning of BSL-3, ABSL-3, BSL-4 or ABSL-4 standard laboratories), and
- 3 (three) services of tender preparation or estimating the planned costs of construction works related to the construction or adaptation of laboratories to current requirements or legislation.

5.5.) The Contracting Party requires the submission of the declaration referred to in Article 125(1) of the Act: Yes

5.6.) List of subjective evidence of non-exclusion: 1) an extract or information from the National Court Register or the Central Registry and Information on Business Activity in the scope of Art. 109(1)(4) of the PPL, prepared not earlier than 3 months before its submission, if separate regulations require an entry in the register or registry; 2) the Contractor's declaration, within the scope of Art. 108(1)(5) of the PPL, on not being a member of the same group of companies within the meaning of the Act of 16 February 2007 on competition and consumer protection (Dz. U. of 2020 item 1076 and 1086) with another contractor who submitted a separate tender, or a declaration of belonging to the same group of companies with documents or information confirming the preparation of a tender independently from another contractor belonging to the same group of companies – a model declaration constitutes Appendix 6 to the ToR. 3) the Contractor's declaration on the validity of the information contained in the declaration referred to in Art. 125(1) of the Act with regard to exclusion grounds indicated in Art. 108(1)(3)-(6) of the PPL Act – a model declaration constitutes Appendix 7 to the ToR.

If the Contractor has their registered office or place of residence outside the territory of the Republic of Poland, instead of the document referred to in point 7.4(2) of the ToR, they must submit a document or documents issued in the country where the Contractor has their registered office or place of residence, certifying that they have not gone into liquidation or been declared bankrupt. This document referred to above should have been issued no earlier than 3 months before submission. If in the country where the Contractor has their registered office or place of residence, the documents referred to in point 7.4(2) of the ToR are not issued, they must be replaced in whole or in part by a document containing a declaration of the Contractor, indicating the person or persons authorised to represent it, made before a notary public or before a court, administrative body or a professional or economic self-government body proper for the Contractor's registered office or place of residence.

5.7.) List of subjective evidence of fulfilment of the conditions for participation in the procedure:

1) list of persons appointed by the contractor to perform the public contract, in particular those responsible for providing services, along with information about their professional qualifications, experience necessary to perform the public contract, as well as the scope of activities performed by them and information on the basis to dispose of these persons - Appendix 9 to the ToR; 2) list of services provided in the last 15 years, or during the period of business activity, whichever is shorter,, including their subject, dates of completion and entities for which they were provided, as well as enclosing evidence stating whether these services were performed properly, whereas the evidence referred to are references or other documents drawn up by the entity for which the services were provided, and if the contractor, for reasons beyond the Contractor's control, is unable to obtain such documents - Contractor's declaration - Appendix 10 to the ToR.

5.8.) List of means of evidence concerned:

Certificate of knowledge and experience in bio-safety issued by an independent body located in a country belonging to the European Union, the European Free Trade Association, the United Kingdom, the United States or Canada (e.g. Registered Biosafety Professional or Certified Biological Safety Professional issued by the Association for Biosafety and Biosecurity International) by the Expert indicated in the "List of persons" directed by the Contractor for the execution of the subject of the contract (performance of the gap analysis).

5.9.) The Contracting Party envisages supplementing the subjective means of evidence: No

SECTION VI - TERMS AND CONDITIONS OF THE CONTRACT

6.1.) The Contracting Party requires or allows variants of tenders: No

6.3.) The Contracting Party envisages an electronic auction: No

6.4.) The Contracting Party requires a bid bond (tender guarantee): No

6.5.) The Contracting Party requires a deposit to ensure the proper execution of the contract: No

6.6.) Requirements concerning the submission of a tender by contractors jointly tendering for the contract:

- 1) Contractors may jointly apply for the award of the contract. In such a case, the Contractors appoint a proxy to represent them in the procedure or to represent them and conclude the public procurement process. The power of attorney must be attached to the tender.
- 2) In the case of Contractors jointly tendering for the contract, the declarations referred to in point 7.1.1) of the ToR are submitted by each of the Contractors. These declarations confirm the absence of grounds for exclusion and the fulfilment of the conditions for participation, to the extent that each contractor proves the fulfilment of the conditions for participation in the procedure.
- 3) Contractors competing jointly for the award of the contract must include in their tender a declaration indicating which services will be provided by each of them.

6.7.) The Contracting Party envisages that the procedure will be cancelled if the public funds which it intended to allocate for financing the whole or part of the contract have not been awarded:

Yes

SECTION VII - DRAFT CONTRACTUAL PROVISIONS

7.1.) The Contracting Party envisages granting advance payments: Yes

7.2.) Information on advance payments:

The Contracting Party will grant an advance payment for the execution of the public procurement in the amount of 20.00%, payable after signing the agreement with Contractor. For details of the advance payment, please refer to the model agreement.

7.3.) The Contracting Party envisages changes to the agreement: Yes

7.4.) Type and scope of changes to the agreement and the conditions for introducing them:

1. The Parties provide for the possibility of amending the Agreement:

- a) in the event of stoppages or delays attributable to the Contracting Party, having a direct impact on the timely performance of the subject of the Agreement, resulting in a change of the deadline for its completion, in particular resulting from delays in the transmission of information/documents necessary for the implementation of the Agreement - in such a case, the provisions of § 3(1) of the Agreement are amended in such a way that the duration of the Agreement is extended by the period of stoppages and delays and potential consequences of these delays;
- b) in the event of force majeure directly affecting the timely execution of the subject of the Agreement, causing a change in the deadline for its execution - in such a case, the provisions of § 3(1) of the Agreement will be amended in such a way that the term of the Agreement will be prolonged maximally by the duration of the force majeure and its consequences;
- c) as a result of actions of administrative authorities, in particular refusal or delay in issuance by administrative authorities or other entities of required decisions, permits, approvals, for reasons not attributable to the Contractor – in such a case, the provisions of § 3(1) of the Agreement will be amended in such a way that the term of the Agreement will be extended accordingly, taking into account the period of extension of such procedures and their effects;
- d) due to other external reasons beyond the Contracting Party's or Contractor's control, resulting in an inability to perform the Agreement on time – in such a case, the provisions of § 3(1) of the Agreement will be amended in such a way that the term of the Agreement will be

appropriately prolonged by the period of occurrence of such reasons and the duration of their effects;

- e) in the event of changes in the provisions of European Union or national law, resulting in the need to adjust the documentation or provisions of the Agreement to the changes in the aforementioned provisions that occurred in the course of the implementation of the Agreement, including in particular a change in the VAT rate – in such a case the Parties will be able to amend the Agreement taking into account the adequate impact of these circumstances (changes in provisions, agreements, guidelines) on the implementation of the Agreement;
- f) If, after the conclusion of this Agreement, it turns out that the Contractor, for reasons not attributable to it, cannot perform the subject of the contract with the Experts referred to in § 2(3) of the Agreement, in particular due to the death or serious illness of an Expert or termination of the agreement linking the Expert and the Contractor - in such a case, Appendix 4 will be amended under the conditions specified in § 2(3).

7.5.) The Contracting Party has taken into account social, environmental, innovation or labelling aspects in relation to the performance of the contract: No

SECTION VIII – PROCEDURE

8.1.) Deadline for submitting tenders: 2021-08-16 11:00

8.2.) Place of submission of tenders: <https://platformazakupowa.pl/pn/port>

8.3.) Date and time for opening tenders: 2021-08-16 11:30

8.4.) Tender validity: until 2021-09-14

SECTION IX – OTHER INFORMATION

The contents of the tender consist of:

- 1) Completed and signed Tender Form - model form constitutes Appendix 1 to the ToR.
- 2) List of persons - template declaration constitutes Appendix 9 to the ToR;
- 3) The subjective means of evidence referred to in point 3.7 of the ToR;
- 4) The completed and signed declarations referred to in point 7.1.1. of the ToR – model declarations are attached as Appendices 4 and 5 to the ToR;
- 5) The commitment of the other entity referred to in point 8.3 of the ToR (if applicable);
- 6) Appropriate power(-s) of attorney – if the authority to sign the tender does not derive directly from the relevant register (if applicable);
- 7) In the case of contractors competing jointly for the award of the contract, the document appointing the Attorney to represent them in the procurement procedure or to represent them in the procedure and to conclude the public procurement contract (if applicable);
- 8) The consortium declaration referred to in point 9.3 of the ToR (if applicable).

The deadline for completion of the contract is 8 weeks (converted into number of calendar days: 56) from the date of conclusion of the contract.