



CALL FOR TENDER

initiated by **sanofi-aventis, s.r.o.**

1. sanofi-aventis, s.r.o., identification number: 448 48 200, with its registered seat at Evropská 846/176a, Praha 6 – Vokovice, Post Code 160 00 (**sanofi**), wishes to select an entrepreneur, who will, in the territory of the Czech Republic and in relation to the distribution of certain pharmaceuticals produced by sanofi, act as a logistic services provider in its own name and on the account of sanofi, perform obligations of sanofi as holder of the distribution authorisation (in accordance with Section 77(2) of Act No. 378/2007 Coll., on Pharmaceuticals, as amended (the **Act**), Decree No. 229/2008 Coll., on Production and Distribution of Pharmaceuticals (the **Decree**), principles of Good Distribution Practice and other related regulations) and will perform other related services (the **Services**).
2. For the purpose stated in point 1 and in order to comply with the principles of transparency, equal treatment and non-discrimination, sanofi has decided to arrange a tender with the aim of obtaining offers for provision of the Services by entrepreneurs. sanofi will select one entrepreneur (the **Tender**) with whom it may conclude a contract for provision of the Services (the **Contract**).
3. In this call for tender (the **Call**), sanofi invites entrepreneurs to express their interest by submitting a written request to participate in the Tender (the **Request**) together with a duly executed confidentiality agreement, which forms Appendix 1 to this Call (the **Confidentiality Agreement**).
4. A due delivery of (i) the Request and (ii) the accepted and executed Confidentiality Agreement to sanofi is a pre-condition for receiving the Rules of the Tender Procedure (the **Rules**) and for participation in the Tender. The Rules will include, *inter alia*, a specification of the pharmaceutical products and services to be covered by the Contract, qualification criteria, criteria for assessing the offers submitted by participants and a detailed timeframe of the Tender.
5. This pre-condition will be fulfilled if the Request and the Confidentiality Agreement are delivered to sanofi at the address specified in point 1 of this Call (contact person: Darina Hlaváčková, Supply chain director, tel: +420 233 086 215) no later than at 18:00 on January 26th 2014. This pre-condition will also be fulfilled if the Request and the Confidentiality Agreement are delivered electronically to sanofi within the specified time period (to darina.hlavackova@sanofi.com) provided that the originals of the Request and of the Confidentiality Agreement are delivered to sanofi within three working days.
6. The Rules will be sent to all participants from whom the Request and the Confidentiality Agreement were duly received. The Rules will be sent on the same day by post and via the e-mail address specified by the participant.
7. sanofi is not a contracting entity within the meaning of Act No 137/2006 Coll., on Public Contracts, as amended and this act does not apply either to this Call or the Tender.
8. Neither the Call nor any other act of sanofi represents the initiation of a public tender for the most suitable offer in accordance with Section 1172 et foll. of Act No 89/2012 Coll., the Civil Code, as amended.
9. sanofi reserves the right to recall this Call and cancel the Tender at any time without justification.
10. sanofi is not obliged to award the Contract to a selected participant of the Tender.
11. All costs and expenses of participants related to and incurred in connection with this Call and the Tender shall be borne by the participants.

In _Prague_____ on __15.1.2014__

sanofi-aventis, s.r.o.

MUDr. Ivo Žídek, executive director

APPENDIX 1

CONFIDENTIALITY AGREEMENT

This agreement is made between:

- (1) **sanofi-aventis, s.r.o.**, with its registered seat at Prague 6 - Vokovice, Evropská 846/176a, Post Code 160 00, identification number 448 48 200, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File No. 5968 (**sanofi**), acting by MUDr. Ivo Žídek, executive director; and
- (2) [.....],
with its registered seat at [.....],
identification number [.....],
registered in [.....]
(the **Participant**).

WHEREAS:

- (A) sanofi wishes to select an entrepreneur, who will, in the territory of the Czech Republic and in relation to the distribution of certain pharmaceuticals produced by sanofi, act as a logistic services provider in its own name and on the account of sanofi, perform obligations of sanofi as holder of the distribution authorisation (in accordance with Section 77(2) of Act No. 378/2007 Coll., on Pharmaceuticals, as amended, Decree No. 229/2008 Coll., on Production and Distribution of Pharmaceuticals, principles of Good Distribution Practice and other related regulations) and will perform other related services.
- (B) sanofi has decided to arrange a tender with the aim of obtaining offers for provision of the Services by entrepreneurs. sanofi will select one entrepreneur (the **Tender**) with whom it may conclude a contract for provision of the Services.
- (C) A due delivery of a written request to participate in the Tender and of this accepted and executed Confidentiality Agreement to sanofi is a pre-condition for receiving the Rules of the Tender Procedure (the **Rules**) and for participation in the Tender.
- (D) The Participant acknowledges that the Rules may contain certain data, documentation and information relating to sanofi and its business and agrees that such information, in whatever form, disclosed or submitted orally, in writing or otherwise from sanofi in connection with the Tender may include confidential information (as defined in Clause 1). To protect the confidentiality of such information, the parties wish to enter into this agreement:

1. CONFIDENTIAL INFORMATION

For the purposes of this agreement, **Confidential Information** means any information disclosed by sanofi to the Participant in connection with the Tender:

- (a) that is protected by commercial secrecy under Sections 504 and 2985 of Act No. 89/2012 Coll., the Civil Code;
- (b) which sanofi treats as confidential; and
- (c) the disclosure of which to third parties would harm sanofi.

2. CONSENT WITH DISCLOSURE OF CONFIDENTIAL INFORMATION

sanofi agrees that for the purpose of the Tender and to the extent necessary to process the results of the Tender, the Participant is allowed to receive and access any Confidential Information connected with the purpose of the Tender in whatever form (subject to Clause 5).

3. DUTY OF CONFIDENTIALITY

3.1 The Participant shall:

- (a) use the Confidential Information solely for the purpose of the Tender;
- (b) treat and hold the Confidential Information as private and confidential;
- (c) without prior written consent of sanofi, not disclose any Confidential Information to any third party other than the Participant's owners, consultants or employees, to the extent that they need access to the Confidential Information in connection with the Tender (the **Authorised Recipients**); and
- (d) keep the Confidential Information securely and properly protected against theft, damage, loss and unauthorised access.

3.2 The Participant will procure that each Authorised Recipient to whom Confidential Information is disclosed is made aware of the terms of this agreement, and will use its best endeavours to procure that each Authorised Recipient adheres to these terms.

4. EXCEPTIONS

The obligations in Clause 3 shall not apply to information:

- (a) which at the time of supply is in the public domain or subsequently comes into the public domain (other than through breach of this agreement);
- (b) which is already in the lawful possession of the Participant prior to receipt from sanofi or subsequently comes lawfully into the possession of the Participant from a third party who does not owe sanofi an obligation of confidence in relation to it;
- (c) which the Participant is required to disclose by any law or by any order of a court or other judicial, governmental, supervisory or regulatory body or authority in any jurisdiction, provided that the Participant will, to the extent permitted and reasonably practicable, notify sanofi promptly after becoming aware of such requirement so as to allow sanofi to take appropriate steps to prevent such disclosure.

5. DESTRUCTION OF CONFIDENTIAL INFORMATION

5.1 In case the Participant does not have success in the Tender, the Participant shall without undue delay return or destroy all data, documents and information in whatever form, disclosed or submitted orally, in writing or otherwise, in its possession containing any Confidential Information.

5.2 This provision will not apply to the extent that the Participant is required to retain any Confidential Information by any applicable law, rule, regulation or internal policy or by any competent judicial, governmental, supervisory or regulatory body.

