

**REQUEST FOR QUOTATION No 29 03 2024 A**

In connection with the implementation of project(s) entitled "Development of targeted anticancer therapy based on inhibition of WRN helicase (CanSL)" applying for funding in the call no. FENG.01.01-IP.02-002/23 under the European Funds for Smart Economy program (application no.: FENG.01.01-IP.02-2086/23) and in connection with the obligation to make purchases based on the most economically advantageous offer, observing the principles of fair competition, efficiency, openness and transparency, Ryvu Therapeutics S.A. submits an inquiry regarding the implementation of **COX 1 inhibition functional assay** and **COX 2 inhibition functional assay**. A detailed description of the subject of the order can be found in point II. of this request for quotation.

**I. ORDERING PARTY:**

Ryvu Therapeutics S.A.,  
 Leona Sternbacha 2, 30-394 Krakow, Poland  
 EU VAT: 679-29-42-955, REGON: 120515330, KRS: 000367359

**II. DESCRIPTION OF THE SUBJECT OF THE ORDER:****II.1. SUBJECT OF THE ORDER**

In connection with the implementation by the Ordering Party of research and development project entitled "Development of targeted anticancer therapy based on inhibition of WRN helicase (CanSL)" (hereinafter 'Project') applying for funding in the call no. FENG.01.01-IP.02-002/23 under the European Funds for Smart Economy program (application no.: FENG.01.01-IP.02-2086/23), the Ordering Party submits the inquiry regarding the implementation of the service:

**Part of the order: Part 1**

**CPV name and code: 73110000-6 Research services.**

Table 1.

	Service Type/Name	Service description
1.	<b>COX 1 inhibition functional assay</b>	<i>Human Cyclooxygenase (COX) enzyme inhibition assay carried out individually using recombinant COX 1 and COX 2 isoforms allowing estimation of inhibitory potency (IC50) using dose response of new chemical entity. Assay to be carried out using specific substrate for example arachidonic acid. Assay condition including standard inhibitors of each isoform as control validating the assay results. 8 concentrations, 2 repetitions.</i>
2.	<b>COX 2 inhibition functional assay</b>	

The minimum estimated number of experiments each type to be performed during the contract term is 1.

The estimated number of experiments each type to be performed during the term of the contract is 6.

One experiment should be understood as an experiment performed on one compound.

Partial orders are possible.

- The Ordering Party does not allow the possibility of submitting partial offers (1 part of the subject of the order).
- The Ordering Party does not allow the possibility of submitting variant offers.

**II.2. RULES OF ORDER EXECUTION:**

- **CONTRACT TERM:** Deadline for performance of the contract: 30<sup>th</sup> June 2026. Orders under the contract will be executed from the date of signing of the contract until the date of completion of the relevant stages of the Project, i.e. as at the date of publication of the RFQ up to 30<sup>th</sup> June 2026. In the event of prolonging the completion date of the Project stage, the agreement may be extended following changes in the Project co-financing agreement.
- **OFFER VALIDITY PERIOD:** at least until 31<sup>st</sup> May 2024.
- **ORDER COMPLETION DATE (TURNAROUND TIME):** The execution of orders under the contract must take place within max. period given below. The turnaround time is an admission condition, tenders indicating a longer deadline for performance will be rejected. Only those offers whose deadline falls within the deadline indicated in this inquiry are admitted to the assessment. Placing an order should be understood as the effective sending by the Ordering Party by e-mail to the e-mail address indicated by the Contractor of a message specifying the material scope and the number of services ordered. The implementation of the subject of the contract should be understood as the acceptance of the service.

Turnaround time: up to 21 calendar days (3 weeks) after the order submission and sample delivery.

**III. CONDITIONS FOR PARTICIPATION IN THE PROCEEDINGS:**

The assessment of the conditions for participation in the proceedings will be made by the system: meet / do not meet.

Due to the prohibition of conflict of interest, Bidders who are personally or financially related to the Ordering Party will be excluded from applying for the award of a contract. Capital or personal ties shall be understood as mutual relations between the Ordering Party or persons authorized to incur obligations on behalf of the Ordering Party or persons performing activities on behalf of the Ordering Party related to the preparation and conduct of the procedure for selecting the Contractor and the Contractor, consisting in particular in:

- participation in the company as a partner in a civil law partnership or partnership, holding at least 10% of shares (unless a lower threshold results from the law), performing the function of a member of a supervisory or management body, proxy, proxy,
- being married, by kinship or affinity in a direct line, by kinship or affinity in the collateral line up to the second degree, or by virtue of adoption, guardianship or guardianship, or cohabitation with the contractor, its legal representative or members of the management or supervisory bodies of the economic operators applying for the award of the contract,
- remaining in such a legal or factual relationship with the economic operator that there is reasonable doubt as to their impartiality or independence in connection with the procurement procedure.

The existence or lack of links shall be confirmed by the Ordering Party. Information in this respect will be submitted by the Ordering Party.

#### IV. EVALUATION OF OFFERS:

IV.1. The evaluation of offers will consist of three stages:

- A. Formal assessment – verification of compliance with the admission conditions indicated in section II.2. and the conditions for participation in the proceedings set out in Section III.,
- B. Substantive assessment – assessment of the compliance of the offer with the description of the subject of the contract indicated in point II.1.,
- C. Scoring – carried out on the basis of the criteria for evaluating offers indicated in point IV.2. of this inquiry.

If it is allowed to submit tenders in parts, in accordance with section II.1, the Ordering Party shall select the most advantageous offer for each part, in which case it is allowed to select more than one offer in the entire procedure.

#### IV.2. CRITERIA FOR THE EVALUATION OF TENDERS

Criterion: **Net price ("C") – weight: 100% (10,00 points)**

The Net price to be compared is the sum of the prices for performing COX-1 Inhibition Functional Assay and COX-2 Inhibition Functional Assay experiments per one compound in possible batch sizes (1 to 6 compounds in 1 batch) according to the table in the offer form.

1. In the case of prices given in foreign currencies, in order to compare offers, they will be converted into PLN at the average exchange rate of the National Bank of Poland in force on the day of closing the proceedings indicated in point V.1.
2. In the Net Price criterion, points will be awarded (to two decimal places) according to the formula:

$$\text{Criterion 'C' = } \frac{\text{the lowest net sum of prices among the offers submitted}}{\text{net sum of prices of the examined offer}} \times 10 \text{ points}$$

3. The Ordering Party will choose the offer that obtains the highest number of points as the most advantageous.
4. The contract is awarded on the basis that supplementary orders may be placed.
5. If the Ordering Party decides between at least two offers with an equal number of points, the Ordering Party will select the offer that is more advantageous in terms of environmental and climate impact, asking the Bidders: "Do you use the ISO 14001 Environmental Management System or EMAS (YES/NO)". The selection will be made on the basis of the answer provided. In the absence of an answer to the above-mentioned question, the Ordering Party will assume that the Environmental Management System is not used by a given Bidder. If the above is not sufficient to decide, the Ordering Party shall call on the Bidders who submitted equally evaluated offers to submit additional offers within the specified period (the additional offer may not be less advantageous compared to the originally submitted offer for each criterion). The question and request in this respect will be submitted at the request of the Ordering Party when the above-mentioned situation occurs.
6. If the offered, total net price differs by more than 30% from the arithmetic mean of the prices of all submitted valid offers not subject to rejection or raises doubts of the Ordering Party as to the possibility of performing the subject of the contract in accordance with the requirements specified in the request for proposal or resulting from separate regulations, the Ordering Party will require the Bidder to submit explanations within the prescribed period, including the submission of evidence regarding the calculation of the price or cost. The Ordering Party will evaluate these explanations in consultation with the Bidder and may reject this offer if the explanations submitted together with the evidence do not justify the price or cost of the offer submitted.

#### V. PLACE, DATE AND PROCEDURE FOR SUBMISSION OF TENDERS:

V.1. **Offers must be submitted via Baza konkurencyjnosci website: <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/> by 23.59 CET at 05.04.2024.**

<<< BK2021 website - Instructions for foreign bidders >>>

V.2. The offer together with attachments should be made in Polish or English.

- V.3. The offer should be prepared in accordance with the form constituting Appendix 1 to this inquiry.
- V.4. Timely submission of an offer is determined by the date of submission of the offer via the Competitiveness Database (BK2021).
- V.5. The costs related to the preparation of the offer shall be borne by the Bidder.
- V.6. Submitting an offer is tantamount to accepting without reservations the content of this RFQ together with attachments.
- V.7. In the course of comparing and evaluating tenders, the Ordering Party shall correct obvious clerical and accounting errors in the tenders, at the same time informing the Bidder about the content of the amendment. If the Bidder does not agree to correct the errors within the time limit indicated by the Ordering Party, its offer shall be rejected.
- V.8. The part of the offer that contains information constituting a trade secret within the meaning of the provisions on combating unfair competition, and the Contractor reserves their confidentiality, should be described as "Confidential". The Ordering Party shall not be liable for the disclosure of information constituting a trade secret provided to it by the Contractor contrary to the provisions of this subsection. A trade secret is understood as technical, technological, organizational information of the enterprise not disclosed to the public or other information of economic value for which the entrepreneur has taken the necessary measures to maintain their confidentiality, in accordance with the Act of 16 April 1993 on combating unfair competition (consolidated text: Journal of Laws of 2022, item 1233; binding text).
- V.9. An offer that does not meet the requirements set out above shall be rejected, subject to the provisions on the possibility of allowing the Ordering Party to call on Bidders who have not submitted the required statements, or who have not submitted registration documents or powers of attorney, or who have submitted the above-mentioned statements and documents containing errors or incomplete or raising doubts indicated by the Ordering Party to their submission, supplementation or correction within the prescribed period, or to provide explanations, unless despite their submission the Bidder's offer would be rejected or the procedure would be subject to annulment. If the Bidder does not submit, supplement or correct the above-mentioned statements or documents within the time limit set by the Ordering Party, its offer shall be rejected. Subsequently, the committee will evaluate the offers in accordance with point IV.

#### **VI. OFFER VALIDITY PERIOD:**

**The offer should include its validity period at least until 31<sup>st</sup> May 2024.**

The Ordering Party may request the Bidders to agree to extend the period of validity of the offer by the time needed to conclude the contract.

#### **VII. NOTICE OF SELECTION**

Information on the selection of the best offer will be published on the <http://bazakonkurencyjnosci.funduszeuropejskie.gov.pl> website. The information will contain a list of offers: names of bidders, their registered office, prices of submitted offers. By joining the proceedings, the Bidder agrees to provide the above information.

#### **VIII. ESSENTIAL PROVISIONS OF THE AGREEMENT:**

- VIII.1. The successful Bidder will be obliged to conclude the contract on the terms and conditions set out in this Inquiry and Offer.
- VIII.2. If the selected Bidder withdraws from the conclusion of the contract with the Ordering Party, the Ordering Party may conclude a contract with the next contractor whose offer will obtain the next highest number of points.
- VIII.3. The Ordering Party reserves the right to change the terms of the contract concluded as a result of these proceedings:
  - a. in the event of a change in applicable regulations, if it is necessary to adapt the content of the Agreement to the current legal status (including applicable standards),
  - b. where the need for amendment is a consequence of amendments to guidelines, recommendations or decisions issued by the institution which granted the appropriations to finance the Agreement,
  - c. in the event of a change in the rate of tax on goods for the assortment being the subject of the Agreement,
  - d. term of the contract – the Ordering Party reserves the right to change the expected date of the contract following changes in the scope of the signed agreement for co-financing the Project(s) (extension of the duration of the Project(s) or relevant stages of the Project(s),
  - e. order size – as a result of changes in the Project(s), the Ordering Party reserves the right not to complete the subject of the order in the full quantity estimated for purchase (Table above – column "Estimated number of experiments"). The minimum number of experiments that will be ordered is 1. The Contractor shall not be entitled to claim in this respect;
  - f. when the changes concern the provision of additional services not covered by the basic contract (supplementary orders), the value of the changes will not exceed 50% of the contract value originally specified in the contract;
  - g. unit prices of the subject of the contract – the Ordering Party allows a change in the amount of remuneration once for each full calendar year of the duration of the Agreement (price indexation). For this purpose, the Contractor shall present to the Ordering Party the Consumer Price Index published by the Central Statistical Office/Harmonized indices of consumer prices published by Eurostat for the period of the last 12 calendar months ("Index"). The salary increase determined on the basis of the Index must be documented by the Contractor. Regardless of the level of the Indicator, the change may not exceed 10% year on year. The change requires at least documentary form. The indexed remuneration will be paid in the new amount starting from the first day of the following month after the change in remuneration.

- h. occurrence of force majeure - the Ordering Party reserves the right to change the terms of the contract concluded as a result of these proceedings also in the event of force majeure understood as an event that fundamentally hinders the performance of obligations under the co-financing agreement, which the parties could not foresee and prevent, as well as overcome through due diligence.
- i. in the case of conditions in accordance with Chapter 3.2.4. point 4 points b to e of the Guidelines on eligibility of expenditure for the years 2021-2027.

VIII.4. The Ordering Party reserves the right to impose contractual penalties on the Contractor:

- a. In the event of the Contractor's delay in fulfilling the obligations arising from the contract, including in the event of failure to meet the deadlines for performance of the contract, the Ordering Party may charge the Contractor a contractual penalty in the amount of statutory interest on the value of the contract to which the delay relates, for each day of delay,
- b. If the Ordering Party withdraws from the contract for reasons attributable to the Contractor, the Contractor shall pay the Ordering Party a contractual penalty in the amount of 5% of the remuneration indicated in the contract.

The Contractor shall pay the contractual penalties on time and to the account specified by the Ordering Party. In the event of non-payment, the Ordering Party has the right to deduct contractual penalties from the remuneration due to the Contractor, without the need to obtain the Contractor's consent.

In the event of damage exceeding the amount of contractual penalties stipulated in the Agreement, the Ordering Party may claim supplementary compensation on general terms.

#### IX. ADDITIONAL INFORMATION:

- IX.1. In the event of discrepancies between the provisions of the announcement on the Competitiveness Base and the records of the inquiry in the PDF version, the PDF version of the request for quotation attached to the announcement shall be binding.
- IX.2. These proceedings are not subject to the provisions of the Public Procurement Law of 29 January 2004. of 11.09.2019 Public procurement law. (Journal of Laws of 2022, item 1710, as amended).
- IX.3. These proceedings are conducted **in accordance with the principle of competition.**
- IX.4. These proceedings shall be conducted in accordance with the principles of fair competition, efficiency, publicity, transparency and equal access.
- IX.5. The Ordering Party shall make every effort to avoid a conflict of interest understood as a lack of impartiality and objectivity. Conflict of interest means any situation in which persons involved in the preparation or conduct of a procurement procedure or likely to influence the outcome of that procedure have, directly or indirectly, a financial, economic or other personal interest which may be perceived to jeopardize their impartiality and independence in relation to the procurement procedure. In order to avoid a conflict of interest, the contract may not be awarded to entities related personally or financially to the Ordering Party.
- IX.6. Whenever the Ordering Party uses trademarks / brands / standards / names of producers in the documentation, it should be assumed that the phrase "or equivalent" was used in relation to them, thus it is permissible to submit a offer in which an equivalent subject of the contract is indicated in relation to the one described by the Ordering Party. Indications in relation to the expected technical parameters, and indications for specific types and producer names are of a general nature, referring only to exemplary indications of equivalent products and are not the only acceptable solution. On this basis, the Ordering Party allows equivalent solutions. The Contractor who submits an equivalent offer is obliged to prove, under pain of rejection of the offer, that the submitted offer is equivalent to the one described by the Ordering Party
- IX.7. The Bidder may ask the Ordering Party to clarify the content of the Request for Quotation. If the request for clarification of the content of the RFP was received later than by the end of **3<sup>rd</sup> April 2024**, the Ordering Party may provide explanations or leave the request without consideration. Questions regarding the content of the request for proposal should be sent via the "Questions" tab <http://bazakonkurencyjnosc.funduszeuropejskie.gov.pl> and inform the Ordering Party to the following e-mail address: [tenders@ryvu.com](mailto:tenders@ryvu.com) about the fact of questions submitted via the Competitiveness Base. If the Ordering Party is not notified of the questions submitted via the Competitiveness Base, the Bidder assumes the risk of not receiving an answer.
- IX.8. The Ordering Party reserves the right to change the content of the request for proposal, the changes made will be published in the Competitiveness Database, and the deadline for sending offers will be extended by the time necessary to introduce changes in offers, if it is necessary due to the scope of the introduced changes.
- IX.9. The Ordering Party reserves the right to ask the Bidders at each stage of the evaluation of tenders for additional information, documents, additions or explanations. The Ordering Party shall contact the Bidder electronically (e-mail address) indicated in the content of the offer sent by the Bidder.
- IX.10. Offers will be evaluated by a tender committee.
- IX.11. The Ordering Party reserves the right to negotiate with all Bidders who have submitted an offer that meets the access conditions (i.e. the conditions for admission and the conditions for participation in the procedure) indicated in the content of the request for proposal. Negotiations will be conducted according to the following principles:
  - a. after the deadline for submission of tenders, the Ordering Party shall notify all Bidders who have submitted non-rejected bids of the possibility of negotiations and invite these Bidders to negotiations, agreeing with each of the Bidders individual dates of meetings;
  - b. arrangements regarding the date of negotiations will be carried out by e-mail;

- c. only parameters that constitute criteria for the evaluation of tenders are subject to negotiations;
- d. the course of negotiations shall be documented in the form of a note signed by the negotiating teams of the Ordering Party and the Bidder;
- e. within the time limit indicated by the Ordering Party, the Bidder shall submit a modified offer, taking into account the arrangements from the negotiations. The modified tender may not contain terms less favorable than the original offer;
- f. if the Bidder refuses to participate in the negotiations, the negotiations do not lead to binding arrangements or the Bidder does not submit a modified offer, the Bidder's originally submitted offer shall be evaluated;
- g. The Ordering Party within the deadline 10 calendar days from the date of submission of the last modified offer, it will evaluate the offers and select the Contractor whose offer is the most advantageous.

IX.12. Bidders are entitled to a legal remedy in the form of a protest regarding the evaluation of tenders.

IX.13. This request for quotation does not oblige the Ordering Party to conclude a contract.

IX.14. The Ordering Party reserves the right to close the proceedings without selecting any of the offers or to cancel the proceedings in the event of:

- a. where no tenders have been received, or only those to be rejected have been received, or where all Bidders have been excluded from the procedure or have not fulfilled the conditions for eligibility or participation in the procedure;
- b. when the price of the most advantageous offer exceeds the amount that the Ordering Party intends to spend on financing the contract;
- c. occurrence of design changes or a significant change in circumstances causing that conducting the procedure or performing the contract is not in the interest of the Ordering Party;
- d. the occurrence of an irremediable defect preventing the conclusion of the contract;
- e. when the Contractor evades the conclusion of the contract,
- f. in case of force majeure.

In the event of closing the proceedings without selecting the Contractor or cancelling the proceedings, the Ordering Party shall notify the Bidders who submitted offers and shall make public the relevant information together with the reason in the manner in which the request for proposal was made public.

#### **ATTACHMENTS:**

Appendix 1 – Offer form with statements

Baza konkurencyjności website - Instructions for foreign bidders

<https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/>

- Registration: <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/pomoc/59-help-for-abroad-users-registration-pomoc-dla-uzytownikow-zagranicznych-wersja-angielska>,
- Offers: <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/pomoc/60-help-for-abroad-users-offers-pomoc-dla-uzytownikow-zagranicznych-wersja-angielska>,
- Asking questions: <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/pomoc/61-help-for-abroad-users-asking-questions-pomoc-dla-uzytownikow-zagranicznych-wersja-angielska>,
- Browser: <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/pomoc/62-help-for-abroad-users-browser-pomoc-dla-uzytownikow-zagranicznych-wersja-angielska>.