



European Funds
for Smart Economy



Republic
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Krakow, 15th November 2024

REQUEST FOR QUOTATION no. 15 11 2024 A

In connection with the implementation of the project entitled "ONCO Prime: new possibilities for personalized anti-cancer therapy based on primary cell culture from the patient, omics characterization, and functional assays" co-financed by the European Union from the European Funds for Smart Economy 2021-2027 program, Priority 1 'Support for entrepreneurs', SMART path, number of the grant agreement: FENG.01.01-IP.02-0095/23 and in connection with the obligation to make purchases on the basis of the most economically advantageous offer, observing the principles of fair competition, efficiency, openness and transparency, Ryvu Therapeutics S.A. submits a request for the purchase and delivery of operational materials. A detailed description of the order is given in section II. of this request.

I. ORDERING PARTY:

Ryvu Therapeutics S.A.,
Leona Sternbacha 2,
30-394 Krakow, Poland
EU VAT: PL6792942955

II. DESCRIPTION OF THE ORDER:

II.1. SUBJECT OF THE ORDER:

In connection with the implementation of the project entitled "ONCO Prime: new possibilities for personalized anti-cancer therapy based on primary cell culture from the patient, omics characterization, and functional assays" co-financed by the European Union from the European Funds for Smart Economy 2021-2027 program, Priority 1 'Support for entrepreneurs', SMART path, number of the grant agreement: FENG.01.01-IP.02-0095/23 and in order to ensure ongoing, timely deliveries of operational materials necessary to carry out research as part of the Project, the Ordering party requests price offers for the following parts of the subject of the order:

Part of the order: Part 1

Name and CPV code: 33696500-0 Laboratory reagents.

Table 1.

Position	Item	Package size	Quantity
1.	CPDM_0053X_PDXCL + license for single use <ul style="list-style-type: none"> • PDX sample • Primary tumor site: Colon • Tumor samples site: Brain metastasis • Genotype: KRAS G12D, TP53 N235Tfs*12 	1 vial	1
2.	CPDM_0067X_PDXCL + license for single use <ul style="list-style-type: none"> • PDX sample • Primary tumor site: Colon • Tumor samples site: Brain metastasis • Genotype: APC R876*, KRAS G12V, TP53 R280I 	1 vial	1

- The Ordering Party does not allow for the possibility of submitting partial bids under this procedure.
- The Ordering Party does not allow for the possibility of submitting variant bids.

II.2. ORDER PERFORMANCE RULES:

Due to the specific nature of the research work to be carried out under the project and its scientific nature, the operational materials specified in each part of the subject of the order must be supplied by a single supplier in order to ensure the reproducibility and comparability of the results of the research carried out under the project. The materials supplied will come from the same resources and from the same environment, which is essential for the planning and execution of scientific research.

- **PLACE OF DELIVERY:** the registered office of the Ordering Party.
- **DELIVERY TIME:** Execution of individual orders within:
 - **Part 1 – max. 21 calendar days from the date of the purchase order;**
The delivery date is an admission condition - bids not meeting the above dates will be rejected.
By placing the purchase order it shall be understood that the Ordering Party effectively sends the material scope and quantity of materials by e-mail to the e-mail address indicated by the Supplier. The execution of the order shall be understood as the actual delivery of the materials indicated in the purchase order to the place indicated in section II.2.
- **PAYMENT TERMS:** Invoice payment terms of at least 30 calendar days.
The payment term is an admission condition – bids indicating a shorter term will be rejected.

III. CONDITIONS FOR PARTICIPATION IN THE PROCEDURE:

The evaluation of the conditions for participation in the procedure is carried out according to the meet-not meet system.

III.1. Due to the prohibition of conflicts of interest, Contractors with personal or capital ties to the Ordering Party are excluded from the procedure. Equity or personal relationship is understood as relations between the Ordering Party or individuals authorized to take commitments on behalf of the Ordering Party or those acting on behalf of the Ordering Party in order to prepare and implement the contractor selection procedure, and the Contractor, including in particular:

- a. participation in a company as a partner in a civil law partnership or a partnership, holding at least 10% of shares (unless a lower threshold is specified by law), being a member of a supervisory or managerial body, a proxy, a proxy,
- b. they are married, in a relationship of kinship or affinity in a straight line, or in a relationship of kinship or affinity in the collateral line to the second degree, or in a relationship of adoption, custody or guardianship, or in a shared life relationship with the economic operator, its legal deputy, or members of the management or supervisory bodies of contractors applying for the award of the contract,
- c. they have such a legal or factual relationship with the economic operator that there is a reasonable doubt as to their impartiality or independence in connection with the contract award procedure.

Assessment of the fulfillment of the above-mentioned condition will be made on the basis of a declaration of the Ordering Party.

IV. EVALUATION OF OFFERS:

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

- A. **Formal evaluation** – verification of the fulfillment of the admission conditions indicated in section II and the conditions for participation in the procedure indicated in section III.
- B. **Substantive evaluation** – evaluation of the compliance of the offer with the description of the order (the scope of functionality of the offered product must comply with the requirements specified in section II.1.).
- C. **Scoring** – conducted on the basis of the evaluation of offers criteria indicated in section IV.2.

If the possibility of submitting offers in parts is allowed, in accordance with Section II.1, the Ordering Party will select the most advantageous bid for each part, in which case it is allowed to select more than one bid in the entire procedure.

IV.2. OFFER EVALUATION CRITERIA:

Criterion: **Net price ('C'), sum of net values - weight: 100% (10 points).**

1. The net price must cover the sale and delivery including transport cost of the subject of the order to the place indicated in section II.2.
2. In the case of prices quoted 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 (NBP) in force on the day of the closure of the procedure indicated in point V.1.
3. On the criterion of Net Price, points will be awarded (to two decimal places) according to the formula:

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

4. The Ordering Party will select the offer with the highest number of points.
5. If the Ordering Party chooses between two or more offers with the same number of points for a given part of the order, the Ordering Party shall select the offer which is more advantageous from the view of environmental and climate impact by addressing the following question "Do you apply the environmental management system ISO 14001 or EMAS (YES/NO)? The selection will be made on the basis of the answer to this question. In the absence of an answer to the above question, the Ordering Party shall assume that the Bidder does not apply an environmental management system. If the above is not sufficient to make a decision, the Ordering Party will invite the Bidders who have submitted offers which have been evaluated equally

to submit additional offers by a specified date (the additional offer must not be less favorable than the original offer in respect of each criterion). Such information shall be provided at the request of the Ordering Party when the above situation occurs.

6. If the total net price offered differs by more than 30% from the arithmetic mean of the prices of all valid offers submitted which are not subject to rejection, or if it raises doubts in the Ordering Party as to the possibility of performing the subject matter of the contract in accordance with the requirements specified in the request for quotation or resulting from separate regulations, the Ordering Party will demand from the tenderer to submit explanations within a specified time, including evidence for the calculation of the price or cost. The Ordering Party will evaluate these explanations in consultation with the tenderer and may reject that tender if the explanations submitted, together with the evidence, do not justify the price or cost quoted in the tender.

V. PLACE, DATE AND METHOD OF SUBMISSION OF OFFERS:

- V.1. **The offer must be submitted via <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/> by: 22nd November 2024 at 23.59 CET.**
- V.2. The offer and its appendices should be made in Polish or English.
- V.3. The offer should be prepared in accordance with the offer form attached as appendix 1 to this inquiry.
- V.4. The costs associated with the preparation of the bid shall be borne by the Bidder.
- V.5. Timely submission of an offer is determined by the date of submission of the offer via the Competitiveness Database (BK2021).
- V.6. By submitting a bid, the Bidder accepts without reservation the contents of this RFQ.
- V.7. In the course of comparison and evaluation of offers the Ordering Party shall correct obvious clerical and accounting errors in tenders, at the same time informing the Bidder as to the content of the correction. If the Bidder does not agree to the correction within the deadline indicated by the Ordering Party, his bid will be rejected.
- V.8. The part of the tender which contains information constituting a business secret within the meaning of the provisions on counteracting unfair competition, and whose confidentiality is reserved by the Contractor, shall be described as a "Confidential". The Ordering Party shall not be liable for disclosure of information constituting a business secret communicated thereto by the Contractor contrary to the provisions of this subsection. A business secret shall be understood as technical, technological, organizational or other information of economic value not disclosed to the public, with regard to which the entrepreneur has taken necessary steps to maintain its confidentiality, in accordance with the Act of 16 April 1993 on Combating Unfair Competition (consolidated text: Journal of Laws of 2022, item 1233, as amended).
- V.9. A bid which does not meet the requirements specified above shall be rejected, subject to the provisions on admitting by the Ordering Party of the possibility to summon Bidders who have failed to submit the required statements or who have failed to submit 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 submit, complete or correct them within the designated time limit, or to provide clarifications, unless, despite their submission, the Bidder's tender would be subject to rejection or the procedure would be subject to cancellation. If the Bidder fails to submit, supplement, or correct the above-mentioned statements or documents within the time limit set by the Ordering Party, his/her tender shall be rejected. Subsequently, the Committee shall evaluate the tenders in accordance with section IV.

VI. OFFER VALIDITY PERIOD:

The offer should include a period of validity (minimum 28 calendar days from the date of submission). The Ordering Party may require Bidders to agree to an extension of the bid validity period by the time needed to conclude the contract.

VII. NOTIFICATION OF SELECTION

Information on the selection of the most advantageous offer will be published on <http://bazakonkurencyjnosci.funduszeuropejskie.gov.pl>. The information will contain a list of the offers: the names of the bidders, their seats, the prices of the submitted offers. By entering the procedure, the Bidder agrees to make the above information available.

VIII. ESSENTIAL PROVISIONS OF THE AGREEMENT:

- VIII.1.** The successful Bidder shall be obliged to conclude an agreement on the terms and conditions included in this RFQ and his offer.
- VIII.2.** If the selected Supplier withdraw from concluding the agreement with the Ordering Party, the Ordering Party may conclude the agreement with the next Bidder whose offer obtains the next highest number of points.
- VIII.3.** The Ordering Party provides for the possibility of amending the terms of the contract concluded as a result of this procedure:

- a. in the event of a change in applicable legislation if it becomes necessary to adapt the content of the agreement to the current state of the law (including applicable standards),
- b. in the event that the necessity to introduce changes results from changes in the guidelines, recommendations or decisions issued by the Institution which granted the funds for financing the agreement,
- c. in the event of a change in the rate of goods tax on a product which is the subject of the agreement,
- d. contract duration - the Ordering Party reserves the right to extend the expected contract duration, when the contract has not been used in its entirety (the complete estimated number of deliveries with the anticipated supplementary orders have not been ordered during the course of the contract)
- e. when the changes concern the execution of additional deliveries not covered by the basic contract (supplementary orders), the value of each subsequent change shall not exceed 50% of the value of the contract originally specified in the contract;
- f. type of assortment - in case of suspension of production or withdrawal from production of an assortment, the Ordering Party shall allow a change for its equivalents with the same or better parameters as the assortment withdrawn (suspended) from production, for a price not higher than that specified in the offer, provided that the Supplier obtains consent of the Ordering Party, without the need to amend other provisions of the Contract; If it is not possible to provide a replacement, the Supplier shall document this fact and send the relevant explanations to the Ordering Party; If it is not possible to provide a replacement, the Supplier shall document this fact and send the relevant explanations to the Ordering Party;
- g. occurrence of force majeure - the Ordering Party reserves the right to amend the terms of the contract concluded as a result of this procedure also in the event of the occurrence of force majeure understood as an event that substantially impedes the performance of obligations under the grant contract, which the parties could not have foreseen and which they could not have prevented or overcome by acting with due diligence.
- h. in the case of conditions in accordance with section 3.2.4. para. 4.b -e. Guidelines on the eligibility of expenditure for the period 2021-2027 para. 4.b -e.

VIII.4. The Ordering Party, within the Project implementation deadline, i.e. as at the date of RFQ publication to 31st December 2027 (the Project implementation deadline may be extended following changes in the scope of the signed Project co-financing agreement) reserves the possibility to award the Contractor(s) selected in this tender request for supplementary orders not included in the basic contract (additional deliveries). Supplementary orders shall not exceed 50% of the value of the remuneration specified in the agreement (50% of the value of the order originally specified in the agreement).

VIII.5. The Ordering Party reserves the right to impose contractual penalties on the Contractor:

- a. In the event of the Contractor's delay in fulfilling its obligations under the contract, including failure to meet delivery dates, the Purchaser may charge the Contractor a contractual penalty in the amount of statutory interest on the value of the product effected by the delay, for each day of delay,
- b. In the event that the Ordering Party withdraws from the contract for reasons attributable to the Contractor, the Contractor shall pay the Ordering Party a contractual penalty of 5% of the value of the remuneration indicated in the contract.

The Contractor shall pay the contractual penalties on the date and to the account specified by the Ordering Party. In the event of non-payment, the Ordering Party shall have the right to deduct the 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 Contract, the Purchaser may claim supplementary damages under the general rules.

IX. ADDITIONAL INFORMATION:

- IX.1. In case of discrepancies between the provisions of the announcement on the Competitive Database and the provisions of the RFQ in the PDF version, the PDF version of the enquiry attached to the announcement shall be binding.
- IX.2. These proceedings are not subject to the provisions of 29.01.2004 Public Procurement Law 11.09.2019 Public Procurement Law (i.e. Journal of Laws 2022, item 1710 as amended).
- IX.3. This procedure is conducted **in accordance with the principle of competitiveness.**
- IX.4. This procedure is conducted in accordance with the principles of fair competitiveness, efficiency, openness, transparency and equal access.
- IX.5. Prohibition of conflict of interest - The Ordering Party shall make every effort to avoid a conflict of interest understood as a lack of impartiality and objectivity.
- IX.6. Whenever the Ordering Party uses trademarks/brands/standards/manufacturer's names in the documentation, it shall be assumed that the wording "or equivalent" is used in reference to them, thus it is acceptable to submit a tender indicating an equivalent subject matter of the contract to that described by the Ordering Party. The indications in relation to the

expected technical parameters, as well as the indications in relation to specific types and manufacturers' names are of a general nature, referring only to exemplary indications of equivalent products and do not constitute the only acceptable solution. On this basis, the Ordering Party accepts equivalent solutions. A 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 request the Ordering Party to clarify the contents of the RFQ. If a request for clarification of the contents of the RFQ is received later than by the end of the day 20th November 2024, the Ordering Party may provide clarification or leave the request unprocessed. Questions regarding the content of the RFQ should be sent via <http://bazakonkurencyjnosci.funduszeuropejskie.gov.pl> tab "Questions" and the Ordering Party should be informed at the e-mail address: tenders@ryvu.com of the fact that questions have been submitted.
- IX.8. The Ordering Party reserves the possibility of changing the content of the RFQ, the changes made will be published in the Competitiveness Database and the deadline for submitting tenders will be extended by the time necessary to introduce the changes in offers, if it is necessary due to the scope of the changes introduced.
- IX.9. The Ordering Party reserves the right to ask Bidders at any stage of bid evaluation for additional information, documents or clarifications. The contact between the Ordering Party and the Bidder will be made by e-mail (e-mail address) indicated in the content of the bid sent by the Bidder.
- IX.10. The evaluation of the offers will be carried out by the tender committee.
- IX.11. The Ordering Party reserves the right to enter into negotiations with all Bidders who have submitted a bid that meets the required conditions as indicated in the RFQ. Negotiations will be conducted according to the following principles:
- a. after the expiry of the deadline for submission of offers, the Ordering Party shall notify all Bidders who have submitted non-rejectable tenders of the possibility to conduct negotiations and shall invite these Bidders to negotiations, agreeing with each of the Bidders individual meeting dates,
 - b. Negotiation dates will be agreed by e-mail;
 - c. Only the parameters that constitute the offer evaluation criteria are negotiable;
 - d. The course of the negotiations shall be documented in the form of a note signed by the negotiating teams of the Ordering Party and the Bidder;
 - e. by the date indicated by the Ordering Party, the Bidder shall submit a modified bid, taking into account the findings of the negotiations. The modified offer shall not contain terms less favorable than the original offer;
 - f. in case the Bidder refuses to participate in the negotiations, the negotiations do not lead to a binding agreement or the Bidder does not submit a modified bid, the Bidder's originally submitted bid shall be evaluated;
 - g. The Ordering Party shall, within 10 calendar days from the date of submission of the last modified offer, will evaluate the tenders and select the Contractor whose offer is the most advantageous.
- IX.12. Bidders shall have the right to lodge a legal remedy in the form of a protest concerning the evaluation of offers.
- IX.13. This RFQ does not oblige the Ordering Party to conclude a contract.
- IX.14. The Ordering Party reserves the right to close the procedure without selecting any of the bids or to cancel the procedure in the event of:
- a. when no offer has been received, or only unacceptable tenders have been received, or all Bidders have been excluded from the procedure or have failed to meet the admission or participation conditions;
 - b. when the price of the most advantageous tender exceeds the amount that the Ordering Party intends to allocate for financing the contract;
 - c. the occurrence of Project changes or a material change in circumstances resulting in a situation where the conduct of the procedure or performance of the contract is not in the interests of the Ordering Party,
 - d. the occurrence of an irremovable defect preventing the conclusion of the contract;
 - e. when the Contractor refuses to enter into the contract;
 - f. in the event of force majeure.
- In the event of closing the procedure without selecting the winner or in the event of cancelling the procedure, the Ordering Party shall notify the Bidders who submitted tenders and make public the relevant information and the reason for it in the same way as the RFQ was made public.

X. PERSONAL DATA PROTECTION:

- X.1. To implement this Agreement, the Parties, as independent controllers, shall communicate to each other personal data of their representatives or agents and of other persons as necessary according to request for quotation.
- X.2. The legal basis for the processing of the aforementioned data is the legitimate interest of each Party referred to in Article 6(1)(f) of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons concerning the processing of personal data and on the free movement of such data and repealing Directive

95/46/EC (General Data Protection Regulation - hereinafter referred to as GDPR) related to the performance of the request for the quotation.

- X.3. The Tenderer undertakes to inform the persons referred to in point 1 of the necessity of transferring their data to implement this request for quotation, including the purpose and scope of the transferred data. The Tenderer is also obliged to provide the persons with information on the processing of their data in accordance with GDPR by RYVU.

XI. RYVU INFORMATION CLAUSE:

Information on the processing of personal data by RYVU:

1. The controller of personal data:

The controller of your personal data is Ryvu Therapeutics S.A. (hereinafter "we"). You can contact us in the following ways:

- by post to the address: Sternbacha 2, 30-394 Krakow, Poland
- by e-mail: gdpr@ryvu.com

2. Data protection officer (DPO):

We have appointed a data protection officer. This is the person you can contact for all matters concerning the processing of personal data and the exercise of your rights in relation to data processing. You can contact the DPO in the following ways:

- by post to the address: Sternbacha 2, 30-394 Krakow, Poland
- by e-mail: dpo@ryvu.com

3. Purposes of processing your personal data and legal basis for such processing:

We will process your personal data because you are a representative of the party submitting an offer or you are a contact person dedicated for us by our contractor.

Therefore, we will process your data for the following purposes:

- In connection with the offer proceedings and potential conclusion of an agreement with the entity you represent (in the case of persons representing the client), as well as to contact you regarding ongoing business matters. The legal basis for data processing is our legitimate interest (Article 6(1)(f) GDPR) in being able to maintain ongoing contact with our contractors (i.e., their employees/collaborators).

4. Source of data:

We receive your data directly from you or from your employer/entity you represent.

From your employer/entity you represent we receive data such as your name, business telephone number and email address, place of work, job title, information on what type of matters you deal with.

5. Retention period of your personal data:

We will process your personal data during the request for quotation proceedings and until the expiration of claims arising from the request for quotation proceedings.

6. Recipients of your personal data:

We will transfer your personal data to our suppliers to whom we outsource personal data processing services, such as IT services. Such providers will process data based on a contract with us and only under our instructions.

7. Your rights concerning the processing of your personal data:

You have the following rights concerning the processing of your personal data:

- the right to object to the processing of your data on grounds of your particular situation,
- the right of access to your personal data,
- the right to ask for rectification of your personal data,
- the right to request the erasure of your personal data,
- the right to request restrictions on the processing of your personal data.

To exercise the above rights, please contact us (contact details above).

8. Right to object:

As we process your data based on our legitimate interest - you have the right to object to the processing on grounds of your particular situation.

9. Right to complain to the authority:

You also have the right to complain with the supervisory authority dealing with the protection of personal data, i.e. the President of the Office for Personal Data Protection.

APPENDICIES:

Appendix 1 - Offer form