

## REQUEST FOR QUOTATION No. 23 01 2026 L

### I. ORDERING PARTY:

Ryvu Therapeutics S.A.,  
Sternbacha 2, 30-394 Krakow, Poland  
EU VAT: 679-29-42-955, REGON: 120515330, KRS: 000367359  
in the further content of the RFQ, hereinafter referred to as the "Ordering Party" or "Ryvu".

### II. FUNDING SOURCES:

The procedure is conditionally carried out under the following projects:

- A. "ADCurePRO – a platform for discovering a new generation of immunomodulatory payloads for antibody-drug conjugates in oncology", Call number: FENG.05.01-IP.01-001/25, Organizer: National Centre for Research and Development (NCBR), Funding source: by the European Union under the European Funds for the Modern Economy Programme 2021–2027.
- B. "PERO – Predictive Engineering for Rational Oncology: functional mapping of therapeutic targets in oncology" Call number: FENG.05.01-IP.01-001/25, Organizer: National Centre for Research and Development (NCBR), Funding source: by the European Union under the European Funds for the Modern Economy Programme 2021–2027.

The implementation of the contract under the ADCurePRO and PERO projects is contingent upon obtaining funding under the indicated calls.

### III. DESCRIPTION OF THE SUBJECT MATTER OF THE CONTRACT:

#### III.1. SUBJECT MATTER OF THE CONTRACT

CPV name and code: 72268000-1 - Software supply services.

The subject of the contract is the provision of a software delivery service through the granting of a temporary (1-year) licence for specialist computer software intended for drawing, editing, and analysing chemical molecular structures and reaction schemes, used in the Ordering Party's research and development (R&D) and scientific activities.

The software must enable the creation of high-quality, publication-ready 2D drawings of chemical structures, mechanisms, and reaction schemes that comply with the publication standards of international scientific journals and patent documentation.

The contract covers a total of 10 user seats (individual or network licences), including access to updates during the licence term and technical support.

#### Minimum (mandatory) functional requirements:

The offered software **MUST** provide:

- Drawing and editing of 2D chemical molecular structures and chemical reaction schemes,
- Automatic cleaning and optimisation of drawings (structure clean-up),
- Support for standard chemical file formats: at least MOL, SDF, SMILES, InChI (import and export),
- Export of drawings to graphic formats: at minimum PNG, JPEG, and SVG,
- Ability to copy and paste drawings as editable vector objects into text editors and presentation tools,
- Access to basic molecular information (e.g., molecular formula, molecular weight),
- Support for templates and drawing styles aligned with publication requirements,
- Compatibility with Windows operating systems.

#### Desired requirements (quality criteria – scored):

Preference will be given to software offering:

- Automatic generation of chemical compound names in accordance with IUPAC nomenclature (structure-to-name) and the reverse (name-to-structure),
- Extended physicochemical property calculations (e.g., logP, TPSA, number of H-bond donors/acceptors, Lipinski's rules, basic QSAR descriptors),
- Advanced customisation of graphical styles (lines, fonts, colours),

- Broad compatibility with input/output formats (e.g., CML, RXN, CDX/CDXML or equivalent manufacturer-specific formats),
- Integration with office software packages (MS Office),
- Integration with research workflow tools (ELN, LIMS, compound registries).

#### Licensing conditions:

- A license valid for 1 year from the activation date,
- 10 seats:
  - a) Named-user licences, OR
  - b) Network/floating licences – enabling a number of concurrent uses equivalent to 10 workstations,
- Right to updates throughout the licence term and access to support provided by the manufacturer/partner,
- Commercial (non-academic) licensing, with rights for use in the Ordering Party's research and scientific activities.

Partial offers will not be accepted (1 part of the order in total).

Variant offers (alternative proposals) will not be accepted by the Ordering Party.

### III.2. CONTRACT PERFORMANCE PRINCIPLES:

- **LEAD TIME:** Delivery of license / granting of access must occur within **7 business days** from the conclusion of the contract. This lead time is a mandatory requirement; offers proposing longer lead times will be rejected.
- **PAYMENT TERM:** Invoice payment term must be at least **30 calendar days**. This is a mandatory requirement; offers proposing shorter payment terms will be rejected. The invoice may be issued only after the delivery of licences / granting of access.

### IV. CONDITIONS FOR PARTICIPATION IN THE PROCEEDINGS:

The assessment of the conditions for participation in the procedure will be conducted on a “meets/does not meet” basis.

The contract may be awarded to Bidders who meet all of the following conditions:

1. No Grounds for Exclusion under National Security Regulations - Bidders must not be subject to exclusion pursuant to Article 7(1) of the Act of 13 April 2022 on special solutions for counteracting support for aggression against Ukraine and serving the protection of national security (Journal of Laws, item 835).
  - Assessment Method: By submitting an offer and participating in the procedure, the Bidder confirms compliance with the regulation.
  - Required Documents: Bidder's statement confirming compliance included in the offer form.
2. No Conflict of Interest - 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 applicable law), serving as a member of a supervisory or management body, proxy, or representative;
  - being married, related by blood or marriage in the direct line, related in the collateral line up to the second degree, or connected through adoption, guardianship, or cohabitation with the contractor, its legal representative, or members of the contractor's management or supervisory bodies;
  - remaining in such a legal or factual relationship with the contractor that may raise justified doubts as to their impartiality or independence in connection with the procurement procedure.
    - Assessment Method: Verification conducted by the Ordering Party.
    - Required Documents: A bidder's statement confirming compliance, included in the offer form.

### V. EVALUATION OF OFFERS:

**V.1.** The evaluation of offers will consist of three stages:

- A. Formal assessment – verification of compliance with the conditions for participation in the proceedings set out in Section IV and mandatory conditions set out in Section III.2.

- B. Substantive assessment – assessment of the compliance of the offer with the description of the subject of the contract indicated in point III.1.,
- C. Scoring – carried out on the basis of the criteria for evaluating offers indicated in point V.2. of this inquiry.

## V.2. CRITERIA FOR THE EVALUATION OF OFFERS:

### 1. Criterion 1: Net price ("C") – weight: 70% (70.00 points)

- The Net Price subject to evaluation is the price for a 1-year license:
- The offered price must include all costs associated with the service.
- If the price is expressed as a range, the higher value will be used for evaluation purposes.
- 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 VI.1.
- In the Net Price criterion, points will be awarded (to two decimal places) according to the formula:

$$\text{Criterion 'C'} = \frac{\text{the lowest net price among the offers submitted}}{\text{net price of the examined offer}} \times 70,00 \text{ points}$$

### 2. Criterion 2: Quality ("Q") – weight: 30% (30.00 points)

- Points are awarded as follows if the offered solution includes:
  - Automatic generation of chemical compound names in accordance with IUPAC nomenclature (structure to name) and the reverse (name to structure) – 5 points;
  - Extended physicochemical property calculations (e.g., logP, TPSA, number of H bond donors/acceptors, Lipinski's rules, basic QSAR descriptors) – 5 points;
  - Advanced customisation of graphical styles (lines, fonts, colours) – 5 points;
  - Broad compatibility with input/output formats (e.g., CML, RXN, CDX/CDXML or equivalent manufacturer specific formats) – 5 points;
  - Integration with office software packages (MS Office) – 5 points;
  - Integration with research workflow tools (ELN, LIMS, compound registries) – 5 points.
- 3. The Ordering Party will choose the offer that obtains the highest number of points as the most advantageous ("C" + "Q").
- 4. The contract is awarded on the basis that supplementary orders may be placed.
- 5. If the Ordering Party must choose 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. To assess this, Bidders will be asked the question: *"Do you use the ISO 14001 Environmental Management System or EMAS? (YES/NO)"*. The selection will be based on the answer provided. If no response is given, the Ordering Party will assume that the Bidder does not use any Environmental Management System.  
If this criterion is still insufficient to make a decision, the Ordering Party will invite the Bidders who submitted equally evaluated offers to submit additional offers within a specified period. The additional offers may not be less advantageous than the originally submitted offers in any evaluation criterion.
- 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.

## VI. PLACE, DATE AND PROCEDURE FOR SUBMISSION OF OFFERS:

- VI.1. The offer must be submitted via the [BK2021](#) website no later than **30th January 2026 at 23:59 CET**.
- VI.2. The offer together with attachments should be made in Polish or English.
- VI.3. The offer should be prepared in accordance with the form constituting Appendix 01 to this RFQ.
- VI.4. Timely submission of an offer is determined by the date of submission of the offer via the BK2021.
- VI.5. All costs related to the preparation and submission of the offer shall be borne by the Bidder.
- VI.6. Submission of the offer constitutes unconditional acceptance of the terms and conditions of this RFQ, including all attachments.

- VI.7. The offer must be signed by persons authorized to represent the Bidder, in accordance with the registration documents or a valid power of attorney. Electronic signatures are accepted, including qualified electronic signatures, DocuSign, AdobeSign, as well as trusted signatures (trusted profile) or scanned handwritten signatures.
- VI.8. 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.
- VI.9. 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).
- VI.10. 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 V.

#### **VII. OFFER VALIDITY PERIOD:**

**The offer should include its validity period at least until 28<sup>th</sup> February 2026.**

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.

#### **VIII. NOTICE OF SELECTION:**

Information on the selection of the best offer will be published on the BK2021 website. This information will include names of bidders, their registered offices and the evaluated net price. By participating in the proceedings, the bidder agrees to the publication of this information.

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

- IX.1. The successful Bidder will be obliged to conclude the contract on the terms and conditions set out in this RFQ and Offer.
- IX.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.
- IX.3. The contract concluded as a result of these proceedings shall be amended if any of the following circumstances occur:
- a. In the event of a changes in applicable laws or regulations, where it is necessary to align the provisions of the agreement with the current legal framework (including applicable standards);
  - b. Where the need for amendment results from updates to guidelines, recommendations, or decisions issued by the institution providing funding for the agreement;
  - c. When the amendment concerns the provision of additional services not included in the original agreement (supplementary orders) - including, in particular, additional user seats/licences, modules, functionalities or extensions - provided that the value of such amendments does not exceed 50% of the original agreement value;
  - d. The Ordering Party reserves the right to renew the licence(s) for an additional 1-year periods, provided that the price for each subsequent year does not exceed the price of the preceding year by more than 15%. This renewal option is at the sole discretion of the Ordering Party and does not oblige the Contractor to offer, nor the Ordering Party to purchase, the renewal.

#### **X. ADDITIONAL INFORMATION:**

- X.1. In the event of discrepancies between the provisions of the announcement on the BK2021 website 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.
- X.2. These proceedings are not subject to the provisions of the Public Procurement Law of 29 January 2004 (consolidated text as of 11 September 2019, Journal of Laws 2022, item 1710, as amended).
- X.3. These proceedings are conducted **in accordance with the principle of competitiveness**. These proceedings shall be conducted in accordance with the principles of fair competition, efficiency, publicity, transparency and equal access.
- X.4. The Bidder may ask the Ordering Party to clarify the content of the RFQ. If the request for clarification of the content of the RFQ was received later than by the end of **27<sup>th</sup> January 2026**, the Ordering Party may provide explanations or leave the request without consideration. Questions regarding the content of RFQ should be sent via the "Questions" tab.
- X.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.
- X.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.
- X.7. The Ordering Party reserves the right to change the content of the request for proposal, the changes made will be published in the BK2021, 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.
- X.8. 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.
- X.9. Offers will be evaluated by a tender committee.
- X.10. Bidders are entitled to a legal remedy in the form of a protest regarding the evaluation of tenders.
- X.11. This request for quotation does not oblige the Ordering Party to conclude a contract.
- X.12. 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.

#### **XI. PERSONAL DATA PROTECTION:**

- XI.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.
- XI.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.

- XI.3. The Bidder 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.

## **XII. 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](mailto: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](mailto: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.

## **ATTACHMENTS:**

Appendix 01 – Offer form

\*\*\*

### **BK2021 - Instructions for Foreign Bidders**

Since the BK2021 platform is available only in Polish, we recommend using the browser's automatic translation feature. Below are links providing step-by-step instructions on how to register, submit offers, ask questions, and navigate the portal.

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

Direct link to RFQ: <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/ogloszenia/261985>

Useful links:

- Registration: [Help for Abroad Users – Registration](#)
- Submitting Offers: [Help for Abroad Users – Offers](#)
- Asking Questions: [Help for Abroad Users – Asking Questions](#)
- Website Navigation (Browser): [Help for Abroad Users – Browser](#)