



Republic
of Poland



MEDICAL
RESEARCH
AGENCY

Wrocław, 17.07.2026

Request for tender no. ABM/2/2026/ZF

Name of Order:

“Chemical synthesis of compounds”

Project:

“Design and clinical development of the first-in-class small-molecule drug candidate in colorectal cancer therapy, based on the immune cells stimulation to enhanced anti-cancer activity through induced protein degradation.”

Order co-financed by the state budget from the Medical Research Agency



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SECTION I: ORDERING ENTITY

I.1 Name and address of the ordering entity

Captor Therapeutics S.A.

ul. Duńska 11

54-427 Wrocław

NIP 8943071259

I.2. Mode of proceeding

This procedure is awarded on the basis of market discernment.

The contracting authority is not obliged to conduct the proceedings in accordance with the Public Procurement Act.

I.3. Information about the project

The project co-financed from the state budget from the Medical Research Agency under the Competition no. ABM/2022/6 entitled. "Development of targeted or personalized medicine based on therapy with nucleic acids or small-molecule compounds, KWAS".

Contract No. 2022/ABM/06/00001 - 00.

SECTION II: SUBJECT MATTER OF THE CONTRACT

II.1 Definition of the subject matter of the contract

The subject of the order is the chemical synthesis of compounds for the project:

"Design and clinical development of the first-in-class small-molecule drug candidate in colorectal cancer therapy, based on the immune cells stimulation to enhanced anti-cancer activity through induced protein degradation."

CPV code: 73111000-3 - Research laboratory services

II.2.1. Defining the subject of the order:

1. The subject of the order is the performance of a multi-step chemical synthesis of six (6) compounds, in an amount of 120 mg each (required mass expressed as the free base equivalent), within 16 weeks from the date of signing the agreement with the selected Bidder.



2. The chemical compounds covered by this contract shall meet all the following technical criteria:

- Purity of at least 95%. Confirmed by LC-MS and ^1H NMR.
- Hydrochloride salt form
- A complete set of the following analytical tests: LC-MS, ^1H NMR, ^{19}F NMR and measurement of the exact HCl content, allowing for determination of the correction factor.

3. The detailed description of the order, i.e. the chemical structures of the requested compounds, will be made available to Bidders who have signed or will sign an appropriate Non-Disclosure Agreement (NDA) with the Contracting Authority. Bidders interested in obtaining the detailed description of the order are requested to submit an inquiry by email to: pmo@captortherapeutics.com.

4. The Bidder shall perform a feasibility analysis of the synthesis of the requested compounds (using the SciFinder, Reaxys, or an equivalent database) and determine the preferred synthetic route for the small-molecule chemical compounds. The offer shall include a description of the proposed synthetic route for each compound, the reaction conditions, and literature references (where applicable).

5. The Bidder shall transfer to the Contracting Authority all intermediates and final products generated during the synthesis process, together with a written declaration confirming that all materials have been transferred to the Contracting Authority.

6. The Bidder shall submit technical progress reports in electronic form through the person designated for ongoing communication with the Contracting Authority, at least once every two weeks, or once a week upon the Contracting Authority's request.

7. Reports for the final compounds shall be prepared in electronic form and/or using recycled paper and shall include a description of the final synthetic route, the procedure for obtaining the products together with the yields (%) for each step of the synthetic route, and a description of the quality analysis, including analytical results for all synthesized compounds.

8. For the purpose of performing the order, the Bidder shall assign a coordinating manager with sufficient time allocation to supervise the assigned chemists in the number required to ensure timely completion of the service. The Bidder shall also provide a backup coordinating manager in the event of the designated manager's absence.

9. The cost of the service includes all costs related to the execution of the subject matter of the contract, including but not limited to reagents, equipment, salaries, deliveries, and reports.



10. With each delivery of synthesized compounds, the Tenderer shall be obliged to provide certificates of analysis / sterility, quality control certificates, or other equivalent documents confirming the purity / quality grade of the respective products

II.2.2. Subject Implementation Conditions

1. The services shall be provided for **16 weeks form the date of signing the Agreement.**
2. The Ordering Party is planning to sign the contract in July – August 2026.
3. The Ordering Party allows the possibility of delay in the order execution as a result the force majeure¹, whose consequences could not have been avoided. In a justified situation where the timely (due to the “Order form” or Agreement) execution of the order is not possible, Contractor shall inform the Ordering party about any delays.

II.3 Conditions

1. Partial bids are not allowed.
2. Variant bids are not allowed.
3. The binding period with the bid: : minimum 60 days from the deadline for submission of tenders, with the first day of the tender period being the day on which the deadline for submission of tenders expires.
4. The Ordering Party reserves the right to cancel the request for tender without giving reasons, and may do so at any time without liability to Bidders who submitted bids.

II.4 Requirements for Bidders:

The Contracting Authority stipulates that taking part in the tender process can only Bidder who:

1. Within the last five (5) years, the Bidder has successfully completed at least three (3) projects involving the synthesis of compounds used in Targeted Protein Degradation (TPD).*
2. Within the last twelve (12) months, the Bidder has successfully completed at least two (2) projects involving the synthesis of biologically active compounds (including total synthesis) and, upon the Ordering Party's request, shall be able to demonstrate the successful synthesis of at least five (5) different biologically active compounds (with no more than 70% similarity as determined by the Tanimoto similarity score), each project comprising a minimum of twenty (20) analogues.*

¹ „force majeure” is understood by both sides to mean as an event beyond the control of (i) the Parties which (ii) prevents proper execution of one or more contractual obligations in spite of proper adherence to the due diligence RFP, (iii) The event (iv) is external and irresistible, unforeseeable with due diligence; whose consequences are irreversible and could not have been avoided. When described conditions can be considered to be fulfilled, the „Force majeure” involved include in particular:

- a) exceptional disturbances in collective life (including: wars (also on the territory of others country when its causes has impact on Poland (i.e. sanctions); state of emergency; military operations; invasions; mobilizations; requisitions; terrorism), pandemics, epidemics.
- b) the occurrence of radioactive radiation and radiation contamination
- c) natural disasters such as earthquakes, floods or other events considered as a disaster in accordance with applicable regulations of affected country.



3. During the performance of the contract, the Bidder shall have access to a network of experts and consultants in synthetic chemistry.
4. They have the necessary technical facilities:
 - Access to organic synthesis laboratories
 - The ability to conduct reactions in an inert gas atmosphere and using Schlenk techniques.
 - The ability to conduct reactions on a scale ranging from milligrams to grams, at low and high temperatures, reactions under pressure (min. 10 bar, including hydrogenation), and photocatalytic reactions.
 - Access to separation equipment: flash chromatography, preparative SFC, and HPLC; ability to perform separations using both reversed-phase and normal-phase mobile phases.
 - Access to analytical equipment: NMR (^1H , ^{19}F), LC-MS, and equipment necessary to determine the HCl salt content in the obtained compounds.
5. Submit a statement on the lack of relation between cooperating entities (Attachment No. 2).

*The Ordering Party reserves the right to verify compliance with the criteria through additional documents, such as references or recommendation letters (from at least 3 contractors).

From the contractor selection procedure are excluded bidders who are personally or financially related to the ordering entity. Financial or personal ties are understood as the relationship between the bidder and the ordering entity or the persons authorized to incur liabilities on behalf of the ordering entity or persons performing on behalf of the ordering party activities related to the preparation and conduction of contractor selection procedure, consisting particularly of:

- a) participating in the company as a partner in a civil law partnership or a partnership, holding at least 10% of shares or stocks (unless a lower threshold is required by applicable law), or serving as a member of a supervisory or management body, a commercial proxy (prokurent), or an attorney-in-fact;
- b) being married to, related by blood or affinity in the direct line, related by blood or affinity in the collateral line up to the second degree, or connected through adoption, guardianship or custodianship, or cohabiting with the contractor, its legal representative, or members of the management or supervisory bodies of contractors participating in the procurement procedure;



- c) having such a legal or factual relationship with the contractor as to give rise to justified doubts regarding their impartiality or independence in connection with the procurement procedure.

Evaluation of the fulfillment of the aforementioned conditions will be made on the basis of fulfillment / non-fulfillment.

Bidders that do not meet the conditions described in Section II.3 and II.4 will be excluded from the proceeding

II.5 Submission of bids:

II.5.1. Basic requirements

1. Each Bidder may submit only one bid.
2. The bid and its appendices must be signed by persons authorized to represent the Bidder. If the authority of the signatory does not result from the document stating the legal status (e.g. KRS), the offer must be accompanied by appropriate authorization.
3. The bid and its attachments should be sent electronically.
4. The contracting authority allows the submission of a bid:
 - in the form of a scan of the offer previously bearing his or her handwritten signature,
 - in document form (as referred to in Article 77³ of the Civil Code - electronic document form), i.e. signed files especially with the qualified electronic signature, trusted electronic signature, personal electronic signature, DocuSign, deSignatures, digital representation are recognized as the original
5. The Ordering Party recommends that the bid and the attachments to the tender be prepared on the basis of the templates attached to this request for proposals. If the Contractor plans to submit a bid on its own form, it should include in the content of the documents the statements and requirements specified in the model documents attached to the request for proposal.
6. The bid shall be drawn up in Polish or English. Documents or statements drawn up in a foreign language should be submitted with a translation into Polish or English.
7. The cost of preparing and delivering the bid is covered by the Bidder.

II.5.2 Contents of the offer

The bid should include annexes signed by authorized persons:

- a) Appendix no. 1 - the completed offer form with the declarations concerning the Bidder
- b) Appendix no. 2 - statement on the lack of relations between cooperating entities.
- c) Authorization to represent the Bidder—if applicable,
- d) Description of the synthesis route for each compound (confidential)



II.5.3 Place, term and manner of submitting the bid:

1. Tenders should be submitted electronically to **28.07.2025 by 11:00 a.m.**
2. Please send your offer to: pmo@captortherapeutics.com. In the title of the email, please write: "The bid in the proceeding no. **ABM/2/2026/ZF**"
3. Tenders received after the deadline will not be evaluated.

II.6 Evaluation of tenders:

1. The Ordering Party shall carry out formal and substantial evaluation of submitted tenders in accordance with the requirements specified in the Request for Tender and according to the evaluation criteria specified in item II.7.1.
2. **Evaluation by criteria** - in accordance with the evaluation criteria set out in section II.7.1, the Contracting Authority will calculate the number of points for each tender.
3. **Substantive evaluation** - The offer, which obtained the highest number of points (according to II.7.1), is subject to substantive analysis in order to verify the compliance of the offered products with the technical specification presented in Annex No. 1. During the offer analysis, the Ordering Party may ask the Bidder for additional explanations or supplements, if the information contained in the offer does not allow for objective evaluation of the offer. The Ordering Party shall reject the offer of the Bidder who has not submitted explanations within the set deadline (min. 2 days) or if the evaluation of the explanations confirms that the offer does not comply with the technical specification. In this situation, the Ordering Party shall evaluate the next bid in order according to the score obtained according to item II.7.1. The Ordering Party reserves the right to extend the time for submitting supplements/clarifications.
4. **Formal evaluation** - the Ordering Party shall examine whether the offer which obtained the highest number of points and passed the substantive evaluation satisfies the formal conditions specified in the Request for Tender. The Ordering Party may call upon the Bidder to supplement formal deficiencies of the offer or to submit explanations regarding formal issues. The Ordering Party shall reject the offer of the Bidder who did not submit supplements within the set deadline (min. 2 days) or if the received response confirms that the offer does not meet formal conditions. The Ordering party reserves the right to extend the time for the submission of supplements/clarifications.
5. The bid which obtains the highest number of points and which is in line with the content and meets the formal requirements will be deemed the most advantageous.
6. Following the evaluation of the bids, the Ordering Party will inform the Bidders by e-mail of the selection of the most advantageous bid
7. The Ordering Party rejects a tender if:
 - a) its content does not correspond to the content of this request for proposals or is incomplete,
 - b) its submission constitutes an act of unfair competition within the meaning of the rules on unfair competition,
 - c) The bidder did not submit clarifications/additions to the Ordering Party request regarding the content of the submitted bid,



- d) was submitted by a Bidder who does not meet the criteria for this procedure or by a Bidder who is excluded,
- e) is invalid under separate provisions.

8. from the contractor selection procedure are excluded Bidders who:

- a) were directly involved in the preparation of the procedure or used persons involved in the preparation of the tender, unless the participation of those economic operators in the procedure does not hinder fair competition,
- b) have submitted false information affecting or likely to affect the outcome of the proceedings,
- c) have failed to demonstrate that they meet the conditions for participation in the procedure,
- d) have a personal or capital relationship with the Ordering Party.

The bid of an excluded Bidder shall be considered as rejected.

II.7. Criteria for bids evaluation The Contracting Authority will evaluate the submitted tenders according to the following criteria:

1. Criterion - Price - weight 100 points.

The number of points for the price criterion will be calculated according to the following formula (counting to two decimal places), maximum score: 100 pts.

$$\text{Number of points.} = \frac{\text{minimum bid price PLN net}}{\text{price of the tested offer PLN net}} \times 100 \text{ pts.}$$

- 2. The evaluation will be based on the net bid price in the Polish zloty (PLN). In the case of bids submitted in a currency other than the Polish zloty, the average exchange rate of the National Bank of Poland as of the last day for the submission of bids with an accuracy of 4 decimal places will be used for currency conversion.
- 3. The most advantageous bid will be the one that meets the conditions specified in in points. II.2., II.3, II.4 , II.5, II.6 which will obtain the highest number of points.



SECTION III: ADDITIONAL INFORMATION

III.1 Forms of communication

1. All correspondence related to the preparation of tenders, including formal and substantive questions, should be sent to the e-mail address: pmo@captortherapeutics.com.
2. The Ordering Party will answer questions up to 3 working days from receipt of the enquiry if questions are received no later than 2 working days before the date of submission of tenders (the period of 3 days does not include the day of submission of tenders). When calculating the deadline from the date of the question, please note that the day on which the question is received is not included - the first day of the deadline is the next working day after receipt of the question. The deadline ends on the last working day. Answers will be provided by the Ordering Party by e-mail.
3. The Ordering Party reserves the right to extend the response time and the possibility of extending the deadline if the answers to the questions or issues raised involve a change to the terms of the Order.

III.2 Term of contract execution

1. The Agreement will be valid for 16 weeks from signing.
2. The Ordering Party is planning to sign the Agreement in July – August 2025.

III.3 Important to both parties provisions of the agreement

1. Once the results of the enquiry have been finalized and made public, the Ordering Party and the Bidder will sign the relevant contract. The selected Bidder shall be obliged to sign the contract within the deadline set by the Ordering Party. If the Bidder, whose bid was selected as the most advantageous, refuses to sign the contract, the Ordering Party may select the next most advantageous bid from among the remaining bids.
2. Due to the nature of the subject matter of the contract, the Ordering Party allows for the possibility of advance and partial payments, during and prior to the execution of the service, the details of which will be agreed with the Contractor during contract negotiations.
3. The contracting authority stipulates that the contract will specify contractual penalties for non-performance or improper performance of the subject matter of the contract.
4. The Ordering Party reserves the right to amend the contract concluded with the Tenderer selected in the course of the procedure in the event of the occurrence of one or more of the circumstances listed below, subject to the conditions specified for their introduction:

4.1 The completion date of the contract may change in the following situations:

- a) the occurrence of force majeure, preventing the timely performance of the subject of the Contract, whereby the Bidder shall be obliged to inform the Ordering Party and specify the force majeure causing the impossibility of timely performance of the contract and indicate the impact that this event has had on the course of performance of the contract



- b) the occurrence of extraordinary circumstances, other than force majeure, preventing the timely performance of the subject of the Agreement, which the Parties, exercising due diligence, did not foresee at the conclusion of the Agreement and are not at fault of the Parties;
- c) suspension of the execution of the contract by the Ordering Party due to the occurrence of technical or organizational reasons which make it impossible to continue the execution of the subject matter of the Contract, by the time of suspension. Ordering Party shall notify the Bidder of the suspension of the contract execution, indicating the reason for the suspension;
- d) the occurrence of changes in the project timetable.

The aforementioned changes may not constitute grounds for an increase in remuneration. Any of the above changes may be associated with a reduction in remuneration.

4.2 The Ordering Party shall allow for the possibility of introducing changes to the subject matter of the Agreement or for the Ordering Party to abandon the execution of a part of the subject matter of the Contract in the event of:

- a) Where, for reasons of extreme urgency and after analysing the test results the Ordering Party decided to change the method/parameters (for example number of compounds;), All changes mentioned in the preceding sentence may constitute grounds for increasing the remuneration. Explanation with proper calculations which directly indicate the amount, term and scope of change must be provided.
- b) the occurrence of force majeure, preventing the execution of the subject of the Contract, whereby the Bidder shall be obliged to inform the Ordering Party and specify the force majeure causing the inability to execute the contract on time, as well as indicate the impact that this event has had on the course of the contract execution
- c) the occurrence of circumstances, other than force majeure, preventing the execution of the subject of the Agreement, which the Parties, exercising due diligence, did not foresee at the conclusion of the Agreement and are not at fault of the Parties, e.g. the occurrence of changes in the Ordering Party's research process, occurrence of changes in the project assumptions,
- d) a change in the applicable legislation affecting the subject matter and terms of the contract and a change in the legal or factual situation of the Bidder and/or the Ordering Party resulting in an inability to perform the subject matter of the contract

The aforementioned changes may not constitute grounds for an increase in remuneration. Any of the aforementioned changes may be associated with a reduction in remuneration.

4.3 The Ordering Party shall allow technical and technological changes in the execution of the subject matter of the Contract, with its prior consent, in the event that:

- a) the unavailability on the market of the materials or equipment indicated in the offer due to the cessation of production or withdrawal from the market of those materials or equipment;



- b) the appearance on the market of newer-generation materials or equipment enabling savings in the costs of implementing the subject of the Order;
- c) the need to perform the subject of the Agreement using other technical or material solutions due to changes in applicable law.

The aforementioned changes may not constitute grounds for an increase in remuneration. Any of the above changes may be associated with a reduction in remuneration.

4.4 If in the course of execution of the project carried out by the Ordering Party, the relevant Institution makes any recommendations concerning any changes to the Project affecting the scope of the Agreement, the Agreement may be amended to the extent corresponding to the changes in the Project

4.5 Form of amendment:

- a) Initiation of changes - at the written request of the Ordering Party and/or the Bidder (letter of information).
- b) Addendum to the contract with the Bidder in writing under pain of nullity.

Appendices:

Appendix no. 1 - Bid form

Appendix no. 2 - Statement on the lack of relation between cooperating entities



Appendix no. 2

.....
(place and date)

.....
(name and address of the tenderer)

Statement on the lack of relation between cooperating entities

I declare that the Bidder submitting the bid is not related personally or financially with the ordering party. Financial or personal ties are understood as the relationship between the bidder and the ordering party or the persons authorized to incur liabilities on behalf of the ordering party or persons performing on behalf of the ordering party activities related to the preparation and conduction of contractor selection procedure, in the procedure: ABM/2/2026/ZF entitled: **“Chemical synthesis of compounds”** consisting in particular of:

- d) participating in the company as a partner in a civil law partnership or a partnership, holding at least 10% of shares or stocks (unless a lower threshold is required by applicable law), or serving as a member of a supervisory or management body, a commercial proxy (prokurent), or an attorney-in-fact;
- e) being married to, related by blood or affinity in the direct line, related by blood or affinity in the collateral line up to the second degree, or connected through adoption, guardianship or custodianship, or cohabiting with the contractor, its legal representative, or members of the management or supervisory bodies of contractors participating in the procurement procedure;
- f) having such a legal or factual relationship with the contractor as to give rise to justified doubts regarding their impartiality or independence in connection with the procurement procedure.

In addition, I declare that the Bidder is not a related party to the Ordering Party, within the meaning of Commission Regulation (EC) No. 1126/2008 of November 3, 2008 adopting certain international accounting standards in accordance with Regulation (EC) No. 1606/2002 of the European Parliament and of the Council.

There are no mentioned above relations between ordering entity and the bidder.

.....
(Stamp, date and signature of the bidder)