Ożarów Mazowiecki, 11th May 2021

**Request for Proposals No. SDM-WS/45 of 5th May 2021**

**Amended on 11th May 2021**

1. **General information**
2. Order: this request for proposals relates to provision of the service of taking measurement needed for comprehensive implementation by VIGO System Spółka Akcyjna with headquarters in Ożarów Mazowiecki, the project "Production technology of innovative epitaxial structures and VCSEL laser instruments for photonics development" as part of the Path for Mazovia / 2019 competition, application number: MAZOWSZE / 0032/19, Agreement of November 21, 2019, No. MAZOWSZE/0032/19-00 concluded with the National Center for Research and Development.
3. Ordering Party: VIGO System Spółka Akcyjna with its registered office in Ożarów Mazowiecki, ul. Poznańska 129/133, 05-850 Ożarów Mazowiecki, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 14th Commercial Division of the National Court Register, under KRS number 0000113394, with tax identification number NIP: 5270207340, REGON: 010265179, with share capital of PLN 729,000.00 – fully paid up (thereinafter referred to as: “Ordering Party”).
4. **Description of the subject of the contract**
5. The subject of the Order is a provision of the service needed for implementation by the Ordering Party of a project named "Production technology of innovative epitaxial structures for photonics and VCSEL laser devices" as part of the Path for Mazovia / 2019 competition, application number: MAZOWSZE / 0032 / 19 Agreement of November 21, 2019, No. MAZOWSZE / 0032 / 19-00 concluded with the National Center for Research and Development.
6. The subject of the order is a provision of the service of SIMS depth profiling for dopants and impurities and sufficient matrix elements in the epi-layer structures, whose detailed description is contained in point 2.3 below.
7. Detailed description of the subject of the order:

* 20 depth profiles of III – V semiconductors epi-layers;
* thickness need to be analyzed up to 10 µm;
* analysis of potential segregation of matrix atoms and contaminations at the interfaces with a measurement interval of the order of 10 nm.

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| Action type | Parameter/Function |
| Thickness analysis | - up to 10 µm; |
| Analysis of potential segregation of matrix atoms and contaminations at the interfaces | - characterization of the interfaces with a measurement interval of the order of 10 nm. |

1. SIMS depth profiling contains **20 separate depth profiles** ofepi-layers structures delivered by the Ordering Party.
2. **The Contractor shall provide results of performed service to the Ordering Party in a form of a report (in-depth profiles, excel or txt data), within 5 working days from the date of receipt of a sample.**
3. The Ordering Party requires the Contractors applying for the contract to possess reference samples of oxygen in a range of AlxGa1-xAs, x = 0.02 to x = 0.6 compositions.
4. The Ordering Party requires the Contractors applying for the contract to possess reference samples of silicon, oxygen, zinc, carbon, sulphur in InP, GaAs, oxygen, zinc, silicon in InGaP, zinc in InGaAs and InAlAs.
5. If description of the subject of the order indicates any trademark, patent, type or specific origin, it should be assumed that the indicated trademarks, patents, types or origin specify technical, operational and functional parameters, which means that the Ordering Party allows submitting an offer in this part the subject of the contract with equivalent or better technical, operational and functional parameters. Any indication of a particular type should be considered as exemplary and ancillary.
6. The Ordering Party shall not accept submitting partial offers. Division of the procurement into parts may cause discrepancies in the parameters achieved, which is contrary to the goal and processes assumed within the project and is technologically unjustified.
7. **Time-limit for completion of the contract:**

Completion deadline: 5 months since the day of placing the order.

The Contractor shall present results of the subject of the order to the Ordering Party in  
a form of report (depth profile with analysis) within 5 working days since the day of receipt of a particular sample.

1. **Conditions for participating in the procedure and a description of how to assess compliance with them.**
2. The Contractor applying for a contract should submit a signed **proposal form**, prepared in accordance with the specimen set out in the **attachment 1** to the Request for Proposals.
3. Evaluation of fulfilling the conditions for participation in the contract award procedure will be based on the **statements** submitted by the contractor, contained in the attachment 1 to the Request for Proposals.
4. Contractors may jointly apply for the contract. In this case:

these entities are required to appoint a proxy in the contract award procedure or to represent in the procedure and conclude the contract agreement and joint and several liability for its implementation on the basis of art. 366 of the Civil Code; these entities, if their offer is chosen as the most advantageous, are obliged to submit to the Ordering Party, before signing the contract/order, a certified copy of the agreement regulating the cooperation of these entities certified to be the original;

none of the entities jointly applying for the award of the contract may be excluded from the procedure; when assessing the offer submitted by Contractors jointly applying for the award of the contract, the Ordering Party will take into account jointly the Contractors' rights to perform activities / activities falling within the scope of the contract, their total technical or professional potential to perform the contract, as well as their total economic situation or financial.

1. **Information on the scope of exclusion - related entities**
2. The contract cannot be awarded to entities related to the Ordering Party. An entity is considered to be a related contractor:

a. associated or being a subsidiary, jointly controlled entity or parent in relation to the consortium leader or consortium member within the meaning of the Accounting Act of 29 September 1994;

b. being an entity remaining with a Leader of a consortium or consortium member or members of their bodies in such an actual or legal relationship that may raise reasonable doubts as to impartiality in the selection of the supplier of a good or service, in particular married, relationship or affinity up to the second degree, adoption, guardianship or guardianship, including through membership in the organs of a supplier of a good or service;

c. being a related entity or partner entity in relation to the consortium leader or consortium member within the meaning of Regulation No. 651/2014;

d. being an entity related personally to the consortium leader or consortium member within the meaning of art. 32 section 2 of the Act of 11 March 2004 on tax on goods and services.

**6. Requirements for documents submitted by Contractors:**

1. The Ordering Party requires the Contractors applying for the award of the contract to submit, along with the offer and statements (prepared in accordance with attachment 1 – proposal form), a actual **document indicating the persons authorized to represent the Contractor** to the extent necessary to submit the offer,
2. The offer must be signed. The signature is considered to be a hand-made legible signature consisting of at least the name of the person (persons) authorized (entitled) to represent the entity in accordance with the form of representation specified in the registration document or other document appropriate for the Contractor or signature with the person's (persons’) personal stamp or another signature allowing signature identification;
3. A signed offer form and other required documents must be submitted in the form of the original, and in the case of submission of documents by electronic means - in the form of scans in PDF format. The offer in the form of a scan can be sent to the e-mail address provided in the ordinary form or provided with a secure electronic signature confirmed by a qualified certificate; other required documents may be submitted in the form of the original or a copy certified as true to the original by the Contractor of and in the case of submission of documents by electronic means in the form of scans in PDF format; **in the case of signing documents or certifying compliance with the original of copies of documents by persons not mentioned in the Contractor's registration document, an appropriate power of attorney should be attached to the offer**.
4. The power of attorney should be presented in the form of the original or a copy certified to be a true copy of the original by a notary public or by the issuer of the power of attorney, and in the case of submitting documents electronically in the form of scans in PDF format;
5. **the offer should be submitted in Polish or English in accordance with the attachment no. 1 to the Request for Proposals, an excerpt from the register and a power of attorney are allowed in one of the official European languages**; in case of documents submitted in a language different than indicated above, the Ordering Party will require the Contractor to submit the document together with a translation into one of the official European languages.
6. The Ordering Party requires the Contractors jointly applying for the order to submit, along with the offer, a document (e.g. power of attorney) specifying at least its scope, parties appearing together and indicating the representative of the Contractors jointly applying for the award of the contract (the power of attorney should be presented in the original form, or a copy certified by a notary public or by its issuer, and in the case of submitting documents electronically in the form of scans in PDF format); in the case of contractors jointly applying for the award of the contract, copies of documents relating to each contractor respectively are certified as true copies by each of them separately or through a proxy authorized to act on behalf of the contractor; Contractors jointly applying for the contract are jointly and severally liable for performance of the contract;
7. Contractor having his registered office or place of residence outside of the territory of the Republic of Poland shall submit document or documents indicating persons entitled to represent the Contractor, issued by authority appropriate for the Contractor in country, where the Contractor has his seat or place of residence.
8. **Criteria for the evaluation of bids, information on point or percentage weights and a description of how the points are awarded for meeting a given bid evaluation criterion**
9. Offers will be evaluated according to the following criterion:

**Net price of the offer in the range of performing of one depth profile defined in point 2 of the Request for Proposals** – 100 points (100%);

The method of calculating the criterion value in the range of the **offer price**:

Points for the examined offer = (lowest net price for performing of one depth profile / net price for performing of one depth profile of the examined offer) x 100.

1% = 1 point.

The maximum number of points to be obtained in this criterion is 100.

1. The highest total number of points obtained (max. 100 points = 100%) will decide on the selection of the best offer. Calculations will be made to two decimal places (rounded from "5" up). Other offers receive further deposits.
2. If it is impossible to select the most advantageous offer due to the fact that two or more offers present the same balance of price, the Ordering Party will summon the Contractors who submitted these offers to submit, within the time limit specified by the Ordering Party, documents indicating environmental and climate parameters, in order to select an offer more favorable in terms of environmental impact (in particular, lower energy consumption, water consumption, use of recycled materials).

**8. Deadline for submission of bids**

1. The offer should be submitted by: **13th May, 2021.**
2. The Contractor shall be bound by the submitted offer for a period of at least 60 days. The bid validity period begins with expiry of the deadline for submitting offers.

**9. Price calculation and offer preparation**

1. Price calculation method:

The Contractor in the presented offer should **present a complete price, including total cost of performing of one depth profile, referred to in point 2 of the Request for Proposals, including all price-forming elements resulting from the implementation of the subject of the contract, in particular the Contractor shall not raise any claims for increasing of renumeration during providing the service – as determined in point 13.3 of this Request for Proposals.**

1. The Ordering Party requires the Contractor to express the price of the offer in **polish zlotys (PLN) or in euros (EUR).**
2. In the case of the Contractors who express the price of a bid in EUR, for the purpose of selecting the bid, the Ordering Party may convert the given amounts of a given currency at the average exchange rate announced by the National Bank of Poland on the day of opening the bids. In case of lack of publication of the exchange rate by the National Bank of Poland on the aforementioned day, the Ordering Party shall apply the last exchange rate announced by the National Bank of Poland before that day. The exchange rate risk is being borne by the Ordering Party.
3. In case of not having registered office or place of residence on the territory of the Republic of Poland by the Contractor, offer price is the net price, expressed in PLN or EUR, including all costs related to the performance of the contract, fees, taxes (except tax on goods and services – VAT) and all other costs of any nature, which may arise in connection with the implementation of the subject of the contract. The price must be expressed to two decimal places.
4. **Proposal form is attached as attachment 1 to this Request for Proposals. The Ordering Party requires the Contractors to submit the offer for implementation of the order using proposal form. The offer should contain the following attachments:**

excerpt from the Contractor's KRS / excerpt from the Contractor's CEIDG / other actual registration document appropriate for the Contractor, indicating persons authorized to represent the Contractor,; quotation.

1. The offer should be submitted: 1) in writing at the seat of the Ordering Party: VIGO System Spółka Akcyjna, ul. Poznańska 129/133, 05-850 Ożarów Mazowiecki, however, if the offer is sent by post, the date of delivery of the offer is decided by the date of delivery of the offer to the Ordering Party, or 2) by e-mail to the following address: **vigo2020tenders@vigo.com.pl** with the maximum of one 25 MB messages. or 3) by e-mail to the following e-mail address: vigo2020tenders@vigo.com.pl with a secure electronic signature confirmed by a qualified certificate, with the proviso that the maximum size of one e-mail may not exceed 25 MB - in the case of sending an offer electronically referred to in point 2) and 3) in order to comply with the deadline for submitting bids, the decisive date is the date of registration of e-mails on the Ordering Party's servers, taking into account the Ordering Party's time zone.

**10. Examination of the offers**

1. The Contractor may change or withdraw his offer before the deadline for submission of bids.

In course of examination and evaluation of bids, the Ordering Party may:

a. require the Contractor to provide explanations regarding the content of the offer

within the prescribed period;

b. require the Contractor to supplement or remedy any deficiencies in the documentation sent - within the prescribed period;

c. correct obvious typing or calculation errors and other errors that do not cause significant changes in the content of the offer, notifying the contractor thereof.

Failure to reply by the contractor within the prescribed period, providing a response that does not resolve doubts or failure to complete missing offers within the prescribed period shall be deemed to have been canceled by the contractor.

1. The Ordering Party excludes the contractor who fails to meet the conditions for participation in the contract award procedure.
2. The Ordering Party rejects the Contractor's bid if:
3. its content does not correspond to the content of the request for proposals;
4. contains price calculation errors that cannot be removed;
5. contains an abnormally low price in relation to the subject of the Order;
6. the contractor has submitted more than one offer.
7. Contractors may ask questions to clarify doubts regarding the terms of the contract award procedure.
8. The Ordering Party will assess only those offers which will reach the Ordering Party since the day of announcement of this Request for Proposals until the expiry of the deadline for submission of the offers. Offers submitted after this deadline will not be considered.

**11. Contact persons**

Contact persons on the part of the Ordering Party are:

in procedural matters: Dominik Nowak, e-mail [dnowak@vigo.com.pl](mailto:dnowak@vigo.com.pl);

in technical matters: Iwona Pasternak, e-mail: [ipasternak@vigo.com.pl](mailto:ipasternak@vigo.com.pl);

Włodzimierz Strupiński, e-mail [wstrupinski@vigo.com.pl](mailto:wstrupinski@vigo.com.pl).

**12. Information on the selection of the best offer**

1. The Ordering Party reserves the right to start negotiations with Contractors whose bids have been correctly submitted during the procedure. Negotiations, in order to improve the terms of the contract, may relate in particular to prices. Negotiations will be conducted in a way that does not deteriorate the terms of the contract specified in the request for proposals in a transparent manner and does not affect the access of all contractors to negotiations.
2. The Ordering Party may close proceedings for awarding the contract without selecting any offer.
3. The Ordering Party shall notify the contractors about the selection of the best offer, or about the closing of the procurement procedure without selecting any offer. The notification will be made in the manner provided for the publication of this request, i.e.: <https://vigo.com.pl/o-nas/zamowienia/>.

**13. Relevant terms of the order**

1. Renumeration shall be accounted monthly depending on the number of confirmed depth profiles. Payment of the compensation shall take place by a bank transfer to the bank account indicated by the Contractor in the term of 30 days from effective delivery of the invoice by the Contractor and confirming proper performing of the subject of the contract.
2. Renumeration contains all costs necessary for proper performance of the subject of the contract, especially the Ordering Party shall not return any costs to the Contractor made in purpose of proper performing of the contract.
3. The Contractor shall not raise any claims connected with increasing the renumeration, even if increasing the costs was impossible to predict by the time of conclusion of the contract.
4. Effective delivery of the invoice shall be understood as delivery to the headquarters of the Ordering Party or sending the invoice to an e-mail address: [invoices@vigo.com.pl](mailto:invoices@vigo.com.pl).
5. In case of being an entity registered on the territory of the Republic of Poland the bank account of the Contractor shall be indicated in the register of entities licensed as VAT taxpayers, placed on the website: <https://www.podatki.gov.pl/wykaz-podatnikow-vat-wyszukiwarka>, under the pain of refusal of payment until the time of compliance with this provision.
6. In case of non-performance or improper performance of the agreement on the part of the Ordering Party, the Contractor might inform the Ordering Party about it, communicating it in a documentary form to an e-mail address: [dnowak@vigo.com.pl](mailto:dnowak@vigo.com.pl). In such case, the Contractor might summon the Ordering Party to perform the obligation properly within not less than 3 working days indicated in the request, under the pain of immediate termination of the agreement.
7. The Party has the right to terminate the agreement and charge a contractual penalty amounting to 5% of the total net renumeration in case of non-performance of the contract by the other Party.
8. The Party shall pay a contractual penalty in the amount of 0,5% of the total net renumeration for each day of delay in performance of the obligation, unless the delay results from circumstances for which the Party is not liable – no more than 5% of the total net renumeration.
9. The Ordering Party reserves the right to deduct contractual penalties from the renumeration due to the Contractor.
10. The Ordering Party retains the right to claim supplementary compensation in excess of the reserved contractual penalties, on general principles specified in the Civil Code.
11. The Contractor shall be obliged to keep in secret and undisclosed any and all confidential information relating to the Ordering Party, in accordance with the non-disclosure agreement (NDA), concluded between the Ordering Party and the Contractor. The Ordering Party requires the Contractors, who hitherto are not a party to a binding non-disclosure agreement concluded with the Ordering Party, to conclude aforementioned NDA with the Ordering Party. Template of the non-disclosure agreement constitutes attachment 2 to this Request for Proposals.

**14. Final provisions**

1. The Ordering Party reserves the right to cancel the request for proposals at any time, without giving a reason.
2. The Ordering Party may at any time revoke or change the content of this request for proposals without giving a reason. If the changes would affect the content of offers submitted in the course of the procedure, the Ordering Party will extend the deadline for submitting offers.

**Attachments**

The following document is attached to this Request for Proposals:

Attachment 1 – proposal form;

Attachment 2 – non-disclosure agreement.