



## **Request for Proposals no. PMR-2\_22 of 20<sup>th</sup> April 2022**

### **1. General information**

1. Order: this request for proposals relates to supply of goods needed for a comprehensive implementation by VIGO System Spółka Akcyjna with headquarters in Ożarów Mazowiecki, of a project named "Development of high-temperature mid-infrared detectors using plasmonic enhancement (acronym PEMIR)" selected within the framework of 4. Competition of the Poland – Turkey Cooperation Program co-financed by the National Center for Research and Development.

2. 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 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).

### **2. Description of the subject of the order**

1. The subject of the Order is a supply of goods needed for implementation by the Ordering Party of the project named "Development of high-temperature mid-infrared detectors using plasmonic enhancement (acronym PEMIR)" selected within the framework of 4. Competition of the Poland – Turkey Cooperation Program co-financed by the National Center for Research and Development – number of the contract: POLTUR4/PEMIR/2/2021.

2. The subject of the order is a supply of:

- Thermoelectric cooler 1TE – 250 pcs,

whose detailed description is included in attachment 1 to the Request for Proposals.

3. If the 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.

4. The Ordering Party shall not accept variant offers.
5. The Ordering Party shall not accept submitting partial offers. Division of the procurement into parts may cause discrepancies between parameters achieved, which is contrary to the goal and processes assumed within the project and is technologically unjustified.

### **3. Completion deadline**

**The order shall be completed within 13 weeks from the date of placing the order.**

The Ordering Party requires application of the EXW Incoterms2020 delivery principle. According to the EXW (ex works) delivery principle, the moment of delivery of the goods is considered to be the moment of placing of the goods at the disposal of the buyer at the place indicated by the supplier (factory, plant, etc.).

### **4. Conditions for participating in the procedure and a description of how to assess compliance with them**

1. The contractor applying for the award of the contract should submit a signed **offer** – the Ordering Party does not provide for proposal form, except for the requirements specified in items 6 and 9 of this Request for Proposals.
2. Contractors may jointly apply for the contract. In such 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, 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.

## **5. Information on the scope of exclusion - related entities**

1. The contract cannot be awarded to entities related to the Ordering Party. An entity is considered to be affiliated if the Contractor is:
  - 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 Contractor applying for the award of the contract to submit, together with the offer, a document indicating persons entitled to represent the Contractor to the extent necessary to submit the offer. The Ordering Party shall not summon the Contractors to submit personal evidence in form of the abovementioned document, if the Ordering Party can obtain such evidence by means of complimentary and publicly available databases, in particular public registers within the meaning of the act of 17<sup>th</sup> February 2005 on informatization of activities of entities executing public tasks, provided that the Contractor has indicated data enabling access to such evidence.
2. The offer should contain all relevant information constituting the description of the offered goods.



3. The offer must be signed. The signature is considered to be a hand-made legible signature consisting of at least the name of a 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;
4. The signed offer form and any 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 might be sent to an 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 , 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. 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 and description of the offer should be submitted in Polish or English, an excerpt from the register is allowed in one of the European official languages. If the company's register documents are submitted in a language other than one of the official European languages, the Ordering Party requires the Contractor to submit the original along with translation into one of abovementioned 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 the performance of the contract;

7. In order to avoid any doubts, the Ordering Party allows any documents to be signed in accordance with the Request for Proposals in electronic form with a secure electronic signature confirmed with a valid qualified certificate.

8. Contractors having their registered office or place of residence outside territory of the Republic of Poland shall submit a relevant document or documents issued in the country in which they have their seat or place of residence.

#### **7. 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**

1. Offers will be evaluated according to the following criteria:

Net price of the offer – 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 the subject of the Order / net price of the examined offer) x 100.

1% = 1 point.

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

2. 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.

3. 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 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 tenders**

1. The offer shall be submitted by: **25<sup>th</sup> April 2022.**



2. The contractor shall be bound by the submitted offer for a period of at least 30 days. The offer validity period begins with the submission deadline.

## **9. Price calculation and offer preparation**

1. Price calculation method:

The Contractor in the offer should **offer a complete price, including total cost of the subject of the contract, including all price-forming elements resulting from the implementation of the subject of the contract.**

2. The Ordering Party requires the Contractor to express the price of the offer in **polish zlotys (PLN) or in euros (EUR).**

3. The offer shall contain all relevant information constituting the description of the offered goods.

4. The offer shall contain Contractor's name, date of the offer, the tender validity period, payment method and delivery method including place of completion of the order (place of handing over the goods). The offer shall be signed in accordance with the company's representation method.

5. In the case of Contractors who express the price of a bid in EUR, for a 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 the absence of publication of the exchange rate by the National Bank of Poland on the day referred to above, the Ordering Party shall apply the last exchange rate announced by the National Bank of Poland before that day. The exchange rate risk is borne by the Ordering Party.

6. The offer price for Contractors having their registered office or place of residence on the territory of the Republic of Poland is the gross price, including all costs related to the performance of the contract, fees, taxes (including 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 amount of VAT (in the amount applicable on the day of submission of bids) and the net price should be clearly identified.**

7. The offer price for Contractors who do not have their registered office or place of residence on the territory of the Republic of Poland is the net price, expressed in PLN or



EURO (except tax on goods and services in force in Poland), including all costs related to the performance of the contract, all fees, taxes (except VAT) and all other costs of any nature that may arise in connection with the implementation of the subject of the contract. The price must be expressed to two decimal places.

**8. The offer should contain the following attachments:**

excerpt from the Contractor's KRS / excerpt from the Contractor's CEIDG / other register document coming from the registration authority indicating persons authorized to represent the Contractor; power of attorney if the offer is submitted by a proxy; description of the offered goods.

9. 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: [tenders@vigo.com.pl](mailto:tenders@vigo.com.pl) with the maximum of one 25 MB messages. or 3) by e-mail to the following e-mail address: [tenders@vigo.com.pl](mailto:tenders@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.

2. In the 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 the shortcomings of the offer 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 dispel doubts or failure to complete missing offers within the prescribed period shall be deemed to have been canceled by the contractor.

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

## **11. Contact persons**

Contact persons on part of the Ordering Party are:

In procedural matters: Tomasz Ratajczyk, e-mail: [tratajczyk@vigo.com.pl](mailto:tratajczyk@vigo.com.pl);

In technical matters: Andrzej Janaszek, e-mail: [ajanaszek@vigo.com.pl](mailto:ajanaszek@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. Negotiation in order to improve the terms of the contract, they 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 the Proceedings for awarding the Order without selecting any offer.



3. The Ordering Party shall notify the contractors about selection of the best offer or potentially about closing of the procurement procedure without selecting any offer. The notification will be made in a manner provided for publication of this request for proposals, i.e.: <https://vigo.com.pl/o-nas/zamowienia/>.

### **13. Relevant terms of order**

1. The Ordering Party requires delivery of the ordered goods within the time limit provided in the request for proposals to the place indicated by the Contractor in the offer.

**2. The goods must comply with the specification contained in Attachment 1 to the request for proposals.**

3. The Ordering Party accepts any form of payment (e. g. 100 % prepayment for the delivered goods on the basis of a pro-forma invoice delivered to the e-mail address: [zakupy@vigo.com.pl](mailto:zakupy@vigo.com.pl) or payment after delivery). The original invoice should be delivered to [invoices@vigo.com.pl](mailto:invoices@vigo.com.pl). In case of entities registered on the territory of the Republic of Poland the bank account of the Contractor must be mentioned on the list of entities registered as VAT taxpayers, accessible at the website: <http://www.podatki.gov.pl/wykaz-podatnikow-vat-wyszukiwarka>, under the pain of refusal to pay until adjustment to this provision.

4. Payment for the delivered goods is made on the basis of an invoice delivered to an e-mail address: [invoices@vigo.com.pl](mailto:invoices@vigo.com.pl) after the positive receipt of the goods. Payment shall be made within 30 days of the invoice being properly delivered.

5. In the event of a delay in delivery caused by the Contractor, he shall pay the Ordering Party on a written request a contractual penalty of 0.1% of the net order value for each day of delay - no more than 5%.

6. The Contractor, whose offer will be selected by the Ordering Party as the most advantageous, is obliged to proceed with the implementation after the contract has been handed over by the Contractor. The Ordering Party requires confirmation of the acceptance of the Order for execution.

### **14. GDPR clause**

1. Pursuant to Art. 13 sec. 1 and 2 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with



regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC (general regulation on data protection) (Journal of Laws UE L 119 of 04/05/2016, page 1), hereinafter referred to as "GDPR", I would like to inform you that:

a) the administrator of your personal data is VIGO System S.A. based in Ożarów Mazowiecki;

b) Mrs. Sylwia Wiśniewska-Fillipiak is the inspector of personal data protection; email address: ado@vigo.com.pl;

2. The personal data presented in the offer will be processed on the basis of art. 6 sec. 1 lit. C GDPR for the purposes related to the Inquiry:

a) the recipients of your personal data will be persons or entities to whom the documentation of the proceedings will be made available pursuant to §10 of the Agreement on project financing, hereinafter referred to as the "Agreement";

b) your personal data will be stored for the period after the completion of the project, necessary for its settlement and for the submission of all reports of control procedures provided for by law and the subsidy contract

c) in relation to your personal data, decisions will not be made in an automated manner, in accordance with art. 22 GDPR;

d) you have:

- based on Article. 15 GDPR, the right to access your personal data;

- based on Article. 16 GDPR, the right to rectify your personal data;

- based on Article. 18 GDPR, the right to request the administrator to limit the processing of personal data, subject to the cases referred to in art. 18 sec. 2 GDPR;

- the right to lodge a complaint to the President of the Personal Data Protection Office, if you feel that the processing of your personal data violates the provisions of the GDPR;

e) you are not entitled to:

- in connection with Art. 17 sec. 3 lit. b, d or e GDPR, the right to delete personal data;

- the right to transfer personal data referred to in art. 20 GDPR;

- based on Article. 21 GDPR, the right to object to the processing of personal data, as the legal basis for the processing of your personal data is art. 6 sec. 1 lit. c GDPR.

## **15. 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 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 documents are attached to this request for proposals:

attachment 1 – description of the subject of the contract.