



## Offer request TMS-MRP/11 from 24.10.2022

### 1. General information

**1.1. Order:** This request for quotation relates to the delivery of goods needed for comprehensive implementation by VIGO Photonics Spółka Akcyjna with headquarters in Ożarów Mazowiecki, the project "Integrated photonics chip technologies for the mid-infrared range (acronym; MIRPIC)". **Contract No TECHMATSTRATEG-III/0026/2019-0**

**1.2. Employer:** VIGO Photonics 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 object of the contract

**2.1.** The subject of the Order is the supply of goods needed for the implementation by the Employer of the project called "Integrated photonics chip technologies for the mid-infrared range (acronym; MIRPIC)". Contract No TECHMATSTRATEG-III/0026/2019-0 with the Narodowe Centrum Badań i Rozwoju

**2.2.** The subject of the order is the delivery to the headquarters of the Employer

Lp	Material index	Quantity
1	Photomask, soda lime, size 4"x4"x 0.06"	17

whose detailed description is included in the enclosure no 1 to the Inquiry.

**2.3.** 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.

**2.4.** The Contracting Party does not allow the possibility of submitting partial offers. The division of the procurement into parts is technologically unjustified, market and technological conditions mean that deliveries in smaller parts would make it difficult for the Employer to properly achieve the project objectives.



2.5. The Contracting Party shall not accept variants.

### 3. Submission deadline

3.1. Time-limit for completion of the Contract: **until 30.12.2023 from the date of signing the contract**

Deadline for completion of the order includes readiness to hand over the goods to the Ordering Party, which complies with application of the EXW Incoterms2020 principle.

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

The Ordering Party shall accept application of other Incoterms2020 principle (such as FCA, DAP etc.), on condition that the Contractor will meet the deadline for completion, as referred to above.

### 4. Code based on the Common Procurement Vocabulary (CPV)

No.	Code	Description
1	33790000-4	Laboratory, hygienic or pharmaceutical glassware

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

5.1. The contractor applying for the award of the contract in question should submit a signed **proposal form**, prepared according to the specimen template **in attachment 2** to the Inquiry.

5.2. Notwithstanding the conditions indicated above, the contractor:

5.2.1. should have the authority to perform specific activities or activities, if the law imposes an obligation to have them;

5.2.2. should have the necessary knowledge, experience and technical and human potential to perform the Order;

5.2.3. should be in an economic and financial situation ensuring the performance of the Order;

5.2.4. should not be in arrears with taxes, fees and social security contributions.

5.3. Assessment of meeting the conditions for participation in the procedure will be based on the statements submitted by the contractor contained **in attachment 2** to the Inquiry.

5.4. 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, 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 Employer 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.

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

**6.1.** The contract cannot be awarded to entities related to the Employer. An entity is considered to be a related contractor:

- 6.1.1.** 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;
- 6.1.2.** 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;
- 6.1.3.** being a related entity or partner entity in relation to the consortium leader or consortium member within the meaning of Regulation No. 651/2014;
- 6.1.4.** 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.

## **7. Requirements for documents submitted by Contractors:**

- 7.1.** The contracting authority requires that the contractor applying for the award of the contract together with the offer and statements (prepared in accordance with attachment No. 2 - model proposal form) submit a document indicating the persons authorized to represent the Contractor to the extent necessary to submit the offer and confirm the order;
- 7.2.** 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 (person's) personal stamp or another signature allowing signature identification;

- 7.3.** The 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 the original, 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;
- 7.4.** the offer form and the offer description should be submitted in Polish or English in accordance with Annex 2, an original extract from the company's register is allowed in one of the official European languages; The power of attorney should be submitted on the form attached to the question in question - Appendix 3. If the company's registration documents are submitted in a language other than one of the official European languages, the contracting authority will request the Contractor to be translated into one of these languages.
- 7.5.** The Employer requires that together with the offer of the Contractor jointly applying for the order submit a document specifying at least its scope 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;
- 7.6.** For the avoidance of doubt, the Ordering Party allows any documents to be signed in accordance with the Inquiry in electronic form with a secure electronic signature confirmed by a valid qualified certificate.



**7.7.** Contractors having their registered office or place of residence outside the 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.

## **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**

Offers will be evaluated according to the following criteria:

Criterion name	Number of points	Percentage
Net price of the offer	100.00	100.00

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

**8.1.1.** 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 under this criterion is 100.

**8.1.2.** 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.

**8.1.3.** If it is not possible to select the most advantageous offer due to the fact that two or more offers present the same balance of price The Employer will call Contractors who submitted these offers to submit, within the time limit specified by the Employer, 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).

## **9. Deadline for submission of bids**

**9.1.** The offer should be submitted by: **31.10.2022**

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

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

**10.1.** Price calculation method:

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

**10.2.** The Employer requires the Contractor to express the price of the offer in **polish zlotys (PLN) or in euros (EUR) or in US dollar (USD);**

**10.3.** In the case of Contractors who express the price of a bid in a currency other than PLN, for the purpose of selecting the bid, the Employer 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 Employer shall apply the last exchange rate announced by the National Bank of Poland before that day. The exchange rate risk is borne by the Purchaser.

- 10.4.** 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 value added tax - 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.**
- 10.5.** The offer price for Contractors who do not have their registered office or place of residence in the territory of the Republic of Poland is the net price, expressed in PLN or EURO (not including the tax on goods and services in force in Poland), including all costs related to the performance of the contract, all fees, taxes (without 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.
- 10.6.** A specimen offer form is attached as Annex 2 to this request for quotation. The Awarding Entity requires the submission of an offer for the implementation of the Order using the template model form. The offer should contain the following attachments:
- 10.6.1.** excerpt from the Contractor's KRS / Extract from the Contractor's CEIDG / other registration document appropriate for the Contractor indicating persons authorized to represent the Contractor and sign the offer;
  - 10.6.2.** power of attorney if the offer is submitted by a proxy;
  - 10.6.3.** description of submitted bids.
- 10.7.** The Contracting Authority shall not require submission of subjective evidence if he can obtain such evidence by means of free and generally available databases, in particular public registers;
- 10.8.** In the case of foreign bidders, the provisions of 9.7 apply mutatis mutandis to the records maintained in the country
- 10.9.** The offer should be submitted: 1) in writing at the seat of the Employer: VIGO Photonics 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** with the maximum of one 25 MB messages. or 3) by e-mail to the following e-mail address: 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 Employer's servers, taking into account the Employer's time zone.

## 11. Examination of the offers

- 11.1. The Contractor may change or withdraw his offer before the deadline for submission of bids.
- 11.2. In the course of examination and evaluation of bids, the Awarding Entity may:
  - 11.2.1. require the contractor to provide explanations regarding the content of the offer within the prescribed period;
  - 11.2.2. require the contractor to supplement the shortcomings of the offer within the prescribed period;
  - 11.2.3. 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.

- 11.3. The contracting authority excludes a contractor who does not meet the conditions for participation in the procurement procedure.
- 11.4. The Purchaser rejects the Contractor's bid if:
  - 11.4.1. its content does not correspond to the content of the request for proposal;
  - 11.4.2. contains price calculation errors that cannot be removed;
  - 11.4.3. contains an abnormally low price in relation to the subject of the Order;
  - 11.4.4. the contractor has submitted more than one offer.
- 11.5. Contractors may ask questions to clarify doubts regarding the terms of the contract award procedure.
- 11.6. The Awarding Entity will assess only those offers which will reach the Awarding Entity in the period from the date of announcement of this request for proposal until the expiry of the deadline for submission of offers. Offers submitted after this deadline will not be considered.

## 12. Contact persons

- 12.1. Contact persons on the part of the Employer are:
- 12.2. In procedural matters: **Tomasz Ratajczyk, e-mail przetargi@vigo.com.pl.**
- 12.3. In technical matters: **Jarosław Jureńczyk, jjurenczyk@vigo.com.pl**

## 13. Information on the selection of the best offer

- 13.1. The Employer 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 proposal, in a transparent manner and does not affect the access of all contractors to negotiations.

**13.2.** The Purchaser may close the Proceedings for awarding the Order without selecting any offer.

**13.3.** The contracting authority 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 inquiry, ie: <https://vigophotonics.com/us/about-us/public-orders/>.

#### **14. Relevant terms of order**

**14.1.** **The Employer authority requires that the order be signed and the document is sent back .‘Signed’ means provided with a legible handwritten signature consisting of at least the surname(s) of the person(s) authorized to represent the entity in accordance with the form of representation specified in the registration document or another document relevant for the Contractor or a signature with the personal stamp of the aforementioned person(s) or another signature that allows the identification of the signing individual.**

**14.2.** The Employer requires delivery of the ordered goods within the time limit provided for in the request for proposal to the seat of the Employer.

**14.3.** The goods must comply with the specification contained in Annex from no 1 the request for quotation.

**14.4.** 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 or payment after delivery). The original invoice should be delivered to 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 of this provision.

**14.5.** The contracting authority allows the content of the contract to be changed when it is necessary to change the date or scope of the contract in the event of circumstances or events preventing the performance of the contract within the prescribed period, which were beyond the control of both parties (i.e. force majeure) ;

**14.6.** In the event of a delay in delivery caused by the Contractor, he shall pay the Employer a contractual penalty of 0,5% of the net order value for each day of delay - no





more than 5%. The Contractor will agree to deduct any contractual penalty from the remuneration.

**14.7.** 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.

**14.8.** If the contractor whose offer has been selected will refrain from completing the contract within the above deadline, the Employer will choose the best offer from among the remaining offers.

### **15. Statement and information clause under Art. 13 GDPR**

According 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, p. 1), hereinafter referred to as "GDPR", I would like to inform you that:

**15.1.** The administrator of your personal data is VIGO PHOTONICS S.A. with headquarters in Ożarów Mazowiecki, the contact person regarding data processing is Ms Sylwia Wiśniewska-Filipiak, e-mail: [ado@vigo.com.pl](mailto:ado@vigo.com.pl).

**15.2.** Your personal data will be processed on the basis of art. 6 sec. 1 lit. f GDPR in order to conduct a procurement procedure in the project "Integrated photonics chip technologies for the mid-infrared range (acronym; MIRPIC)". **Contract No TECHMATSTRATEG-III/0026/2019-0** under the Intelligent Development Operational Program 2014 – 2020 co-financed by the European Regional Development Fund

**15.3.** The recipients of your personal data will be persons or entities to whom the documentation of the procedure will be made available on the basis of the concluded project financing agreement referred to in point 2.

**15.4.** Your personal data will be stored in accordance with the concluded co-financing agreement for the period necessary for the proper settlement of the project and due to legal provisions and the co-financing agreement regulating reporting, maintaining project durability and other generally applicable provisions of law aimed at preserving the rights and obligations of the Administrator and the data entrusting entity.

**15.5.** The obligation to provide your personal data directly concerning you is a requirement specified in the guidelines regarding the eligibility of expenditure under the above-mentioned project, necessary to participate in the procurement procedure.

**15.6.** With regard to your personal data, decisions will not be made in an automated manner, in accordance with art. 22 GDPR;

**15.7.** You have:



- 15.7.1.** pursuant to art. 15 GDPR, the right to access personal data;
  - 15.7.2.** pursuant to art. 16 GDPR, the right to rectify personal data;
  - 15.7.3.** pursuant to art. 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;
  - 15.7.4.** 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.
- 15.8.** You are not entitled to:
- 15.8.1.** in connection with art. 17 sec. 3 lit. b, d or e GDPR, the right to delete personal data;
  - 15.8.2.** the right to transfer personal data referred to in art. 20 GDPR;
  - 15.8.3.** pursuant to art. 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. f GDPR.

## 16. Final provisions

- 16.1.** The Purchaser reserves the right to cancel the request for quotation at any time, without giving a reason.
- 16.2.** The Purchaser may at any time revoke or change the content of this request for quotation without giving a reason. If the changes affect the content of offers submitted in the course of the procedure, the Awarding Entity will extend the deadline for submitting offers.

## Attachments

The following documents are attached to this request for quotation:

- Annex No. 1 - description of the subject of the contract
- Annex No. 2 - template of the offer form.
- Annex No. 3 - template of the power of attorney