



Ożarów Mazowiecki, 5/26/2023

## Offer request TMS-MRP/17 from 5/26/2023

### 1. General information

1.1 Contract: 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 with the Narodowe Centrum Badań i Rozwoju

1.2 Ordering Party: 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 delivery to the headquarters of the Employer

No	Product name
1	Small mechanical parts

in accordance with the detailed description of the subject of the order, contained in attachment no. 1 to this request for proposals.

2.2 If Whenever the description of the subject of the contract mentions any trademark, patent, type or specific origin, it should be assumed that the indicated trademarks, patents, types or origins determine the technical, operational and utility parameters, which means that



the Ordering Party shall accept tenders in this part of the subject of the contract with equivalent or better technical, operational and utility parameters. All indications of a particular type shall be considered exemplary and ancillary.

2.3 The Ordering Party shall The Ordering Party **shall not accept partial offers**. The division of the procurement into parts is technologically unjustified. In addition, the need to coordinate the activities of different contractors in carrying out different parts of the contract could significantly jeopardize the proper performance of the contract, as well as the achievement of the quality results expected by the Ordering Party.

2.4 The Ordering Party shall not accept variants.

### 3. Submission deadline

3.1 As soon as possible, no later than **3 weeks from the date of placing the order**. The term indicated above refers to handing over of the goods to the Ordering Party in accordance with the delivery terms (Incoterms 2020) indicated in the offer.

### 4. Participation conditions

4.1 The Contractor applying for the award of the contract:

- a. should have qualifications necessary to carry out specific activities or actions if so required by the provisions of the law;
- b. should have the necessary knowledge, experience as well as technical and human potential to perform the Order;
- c. should be in an economic and financial situation ensuring the performance of the Contract;
- d. should not be in arrears with payments of taxes, fees, or social insurance contributions.

4.2 The contract cannot be awarded to entities related to the Employer. 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

4.3 The Ordering Party might, in order to confirm participation conditions fulfillment, request the contractor to submit proper documents, especially permissions, concessions and certificates.

4.4 Contractors may run jointly for this contract. In such case:

a. the involved entities shall appoint a representative for the contract award procedure or to represent the contractor in the procedure and to execute the contract and the agreement on the joint and several liability for contract performance under the terms of Article 366 of the Polish Civil Code; the Ordering Party requires submission of the power of attorney, indicating at least its scope, parties and the attorney-in-fact;

b. the involved entities, if their tender is chosen as the most advantageous one, shall submit to the Ordering Party, before signing the contract, a copy of the agreement governing the cooperation between these entities, certified as a true copy of the original;

c. none of the entities running jointly for the contract award may be subject to exclusion from the contract award procedure;

d. when assessing the tender submitted by Contractors jointly applying for the award of the contract, the Contracting Party will take into account the Contractor's joint qualifications to perform the activities/ actions falling within the scope of the contract, their total technical or professional potential to perform the contract, and their combined economic or financial situation.



## 5. List of documents

5.1 In order to confirm that the offered subject of the contract meets the requirements indicated in the description of the subject of the contract (Att. 1), the contractor shall submit, together with the tender, **a description of the offered subject of the contract**

5.2 The contractor applying for the subject contract should submit a signed offer - the Contracting Authority does not provide a template for the offer, in addition to the requirements popped out in points 6 and 9 of this Request for Proposal..

5.3 The Ordering Party requires the contractors applying for the contract to submit **valid register document, issued by the registration authority, indicating the persons authorized to represent the contractor**. The Ordering Party shall not summon to submit the abovementioned subjective evidence if it is possible to obtain such evidence by means of complimentary and generally available databases, in particular public registers; or, if the Ordering Party possesses such evidence as a result of previously realized procedures, in which it was submitted, provided that the contractor will express consent to use it and declare its validity.

5.4 In case of submission of the offer signed by a person not indicated in the register document as entitled to represent the contractor, the proper power of attorney shall be attached. **Exemplary power of attorney is an attachment no. 2** to this request for proposals. The Ordering Party shall not require submission of the power of attorney using the attached template.

## 6. Documents' preparation and submission

6.1 The contracting authority requires that contractors applying for the award of the contract submit, along with the offer, a document indicating the persons authorized to represent the Contractor to the extent necessary to submit a offer.

a. The offer should contain all relevant information constituting a description of the offered subject



- b. complete net price, including total cost of the subject of the order; the Ordering Party requires the contractor to express the price in polish zlotys (PLN), euros (EUR) or the US dollars (USD); the price shall be expressed with two decimal places;
- c. tax on goods and services (VAT), in the amount applicable on the day of submitting offers; the contractors having their registered office or place of residence outside of the territory of the Republic of Poland are not obliged to indicate the amount of VAT;
- d. delivery terms in accordance with the Incoterms2020, if they are not specified by the Ordering Party in point 3 of this request for proposals; unless otherwise indicated by the Ordering Party or the contractor, the EXW Incoterms2020 delivery principle shall be applied;
- e. payment terms, whereby payment may be effected only on the basis of an invoice or advance invoice; in case of lack of indication of the payment deadline, it shall be deemed 30 days from the proper delivery of the invoice to the Ordering Party. **The proper delivery of the invoice is deemed to be sending the document to the e-mail address: [invoices@vigo.com.pl](mailto:invoices@vigo.com.pl)**

6.2 The offer and the attachments to the offer must be signed in accordance with the forms attached to this request for proposals, whereby:

- a. "signed" shall be understood as 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 register document or another document proper for the contractor or a signature with aforementioned person's (persons') personal stamp or another signature, which allows the identification of the signing individual. Any corrections in the offer should be made legibly and signed and dated by the person(s) signing the offer;

6.3 The offer with its attachments must be submitted in the original form, and in the case of electronic submission of documents - in form of PDF scans or JPG (EXCEL in the case of other documents, which do not require a signature).

6.4 The Ordering Party provides for submission of the offer in written, documentary or electronic form, whereby:

- a. the offer in writing should be submitted in the headquarters of the Ordering Party: VIGO Photonics S.A., Poznańska 129/133 Street, 05-850 Ożarów Mazowiecki, and if the offer is sent



by post, the date of delivery of the offer to the Ordering Party is decisive for meeting the submission deadline;

b. the offer in documentary form or electronic form (with a qualified electronic signature) **should be sent to the e-mail address: tenders@vigo.com.pl**, with note that the moment of registration of the offer on the Ordering Party's servers is decisive for meeting the submission deadline. Maximum size of one e-mail cannot exceed 25 MB.

6.5 **The offer and signed attachments to the offer and product description must be submitted in Polish or English.** An excerpt from the company register is allowed in one of the EU official languages. In the case of register documents issued in another language, they should be submitted together with the translation into Polish or English.

6.6 In case of the contractors, who express the price in EUR or USD in accordance with point 6.1.a above, the Ordering Party might, in order to enable offers comparison, 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 offers. In case of lack of the publication on the day referred to above, the Ordering Party shall apply the last announced exchange rate. If the day of opening of the offers is a Saturday, Sunday or a public holiday, the offers' opening shall take place on the following working day. The Ordering Party shall bear the foreign exchange risk.

6.7 Contractors bear all their own costs related to the preparation and submission of the offer, regardless of the outcome of the procedure. The Ordering Party shall in no case be liable for the costs incurred by the contractors in connection with the preparation and submission of the offer. The contractors undertake not to raise any claims in this respect against the Ordering Party.

## **7. Deadline for submission of tender**

7.1 The offer should be submitted by: **6/2/2023**

7.2 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.



## 8. Offers' evaluation

Offers will be evaluated according to the following criteria:

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

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

8.1 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.

8.2 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. Offer's examination

9.1 The contractor may correct obvious typographical or computational errors and other errors that do not significantly change the content of the offer or change or withdraw the offer before the expiry of submission deadline.

9.2 During review and evaluation of offers, the Ordering Party may:

- a. require the contractor to provide explanations regarding the content of the offer within the designated period;
- b. require the contractor to supplement the shortcomings of the offer within the designated period;
- c. correct obvious typographical or computational errors and other errors that do not cause significant changes in relation to the contents of the offers submitted by the contractors.



9.3 The contractor's failure to respond within the prescribed period, a response which does not dispel the doubts or failure to supplement shortcomings in the offer within the designated period shall be considered a withdrawal of the offer by the contractor.

9.4 The Ordering Party shall exclude a contractor who fails to meet the participation conditions.

9.5 The Ordering Party shall reject the offer, if:

- a. its contents do not correspond to the contents of the request for proposals;
- b. it contains errors in calculation of the price which cannot be eliminated in accordance with item 9.2 above;
- c. it contains a flagrantly low price for the subject of the contract and the contractor did not clarify this circumstance;
- d. the contractor has submitted more than one offer.

9.6 The Ordering Party may reject the offer, if:

- a. it contains a flagrantly high price, which is not justified by the subject of the order;
- b. it exceeds the budget expected by the Ordering Party, if such budget was indicated.

9.7 Ordering Party informs that the selection of the contractor does not provide for an appeal procedure against this decision. Contractors will be informed about the selection of the offer by announcing this information on the website of the published notice.

9.8 The offers submitted in a way that is contrary to the request for proposals or submitted after the submission deadline shall not be reviewed.

9.9 The Ordering Party reserves the right to invalidate this request for proposals at any time, without providing relevant grounds therefore.

9.10 The Ordering Party may at any time cancel, amend or modify the contents of this request for proposals without providing reasons. If the amendments or modifications affect the contents of the offers submitted in the course of the procedure, the Ordering Party shall extend the submission deadline.





## 10. Contact persons and asking a questions

10.1 Contractors may ask questions regarding the procedure, in particular regarding the content of the request for proposals, **no later than 3 days before the submission deadline.**

10.2 Contact persons on the part of the Ordering Party are:

- a. In procedural matters: Tomasz Ratajczyk, e-mail [przetargi@vigo.com.pl](mailto:przetargi@vigo.com.pl)
- b. In technical matters: Marek Liebert, e-mail: [mliebert@vigo.com.pl](mailto:mliebert@vigo.com.pl),

## 11. Information about selection of the most favorable tender

11.1 The Ordering Party reserves the right to commence negotiations with the contractors who properly submitted tenders in the course of the procedure. Negotiations aimed at improving the contract terms may pertain particularly to its price. Negotiations will be conducted in a manner that does not deteriorate the terms of the contract specified in the request for quotation, in a transparent manner and does not affect the access of all contractors to negotiations.

11.2 The Ordering Party will choose the most favorable offer out of the offers correctly submitted in the course of the procedure.

11.3 The Ordering Party may close the contract award procedure without choosing any offer.

11.4 The Ordering Party shall notify all contractors about the selection of the best offer (providing the name of the contractor's company, seat, offered price) or about closing the contract award procedure without selecting any offer. The notification shall be made in the manner provided for the publication of this request for proposals.

## 12. Relevant terms of order

12.1 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.

12.2 The goods must comply with the specification contained in attachment from no 1 the request for quotation.



12.3 The Ordering Party accepts any form of payment in accordance with point 6.1d. 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.

12.4 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) ;

12.5 In the event of a delay in delivery caused by the Contractor, he shall pay the Employer a contractual penalty of 0,1 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.

12.6 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.

12.7 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

### **13. 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:

13.1 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).



13.2 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)" under the Intelligent Development Operational Program 2014 – 2020 co-financed by the European Regional Development Fund

13.3 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.

13.4 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.

13.5 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.

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

13.7 You have:

- a. pursuant to art. 15 GDPR, the right to access personal data;
- b. pursuant to art. 16 GDPR, the right to rectify personal data;
- c. 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;
- d. 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.

13.8 You are not entitled to:

- a. in connection with art. 17 sec. 3 lit. b, d or e GDPR, the right to delete personal data;
- b. the right to transfer personal data referred to in art. 20 GDPR;
- c. 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.



## 14. Attachments

14.1 The following documents are attached to this request for quotation:

Attachment No. 1 - description of the subject of the contract

Attachment No. 2 – template of the power of attorney