Ożarów Mazowiecki, 27th October 2021

**Request for Proposals no. PMR-6\_21 of 27th October 2021**

1. **General information**
   1. Order: this request for proposals relates to the delivery of goods needed for a comprehensive implementation by VIGO System Spółka Akcyjna with headquarters in Ożarów Mazowiecki, 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.
   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 object of the contract**
   1. The subject of the Order is the supply of goods needed for the 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 Poland-Turkey Cooperation Program, co-financed by the National Center for Research and Development, Agreement No. POLTUR4/PEMIR/2/2021.
   2. The subject of the order is the manufacture and the delivery of 6 pcs. of 4” masks for UV photolithography (365nm) and 1 pc. of 5” mask for DUV photolithography (250nm), whose detailed description is included in the attachment 1 to this Request for Proposals.
   3. The Ordering Party requires the Contractors, within the framework of this order, to perform two test processes of DUV photolithography on the wafers delivered by the Ordering Party and to obtain photoresist deposition accuracy of ± 0,1 µm in relation to photomask pattern and vertical or negative resist profile.
   4. 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.
   5. The Ordering Party shall not accept variants.
   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 goals and processes assumed within the framework of the project and it is technologically unjustified.
3. **Completion deadline**

Completion deadline: **from the day of conclusion of the contract to 28th February 2023.**

The Ordering Party intends to place orders in parts. The Contractor shall deliver the ordered part to the Ordering Party **at the term of 5 working days from the day of placing the order.**

1. **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 in question should submit signed **proposal form**, prepared according to the template contained in **Attachment no. 2** to the Request for Proposals.
   2. Notwithstanding the conditions indicated above, the contractor:
      1. should have the authority to perform specific activities or activities, if the law imposes an obligation to have them;
      2. should have the necessary knowledge, experience and technical and human potential to perform the order
      3. Should be in an economic and financial situation ensuring the performance of the Order;
      4. Should not be in arrears with taxes, fees and social security contributions.
   3. Assessment of meeting the conditions for participation in the procedure will be based on the statements submitted by the contractor.
   4. 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 polish Civil Code;

these entities, in the event of selecting their offer as the most advantageous, are required to submit to the Ordering Party, before signing the contract, a copy of the contract governing the cooperation of these entities certified to be true to 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**
   1. The contract cannot be awarded to entities related to the Ordering Party. An entity is considered to be a related contractor:
      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;
      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;
      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;
      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.
2. **Requirements for documents submitted by Contractors**
   1. The Ordering Party requires the contractor applying for the award of the contract to submit, along with the offer and statements (prepared in accordance with Attachment No. 2 – proposal form), **a document indicating the persons authorized to represent the Contractor to the extent necessary to submit the offer,** **issued not earlier than 3 months before the deadline for submitting offers.**
   2. the offer and all other documents 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. 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 might be sent to the e-mail address indicated in point 11.1 below in standard written form or bear with safe qualified electronic signature confirmed with qualified certificate; Other documents may be submitted in the form of original or a copy certified for compliance by the Contractor, in case of submitting documents by electronic means – in form of PDF scans; In case of signing documents or certifying the copy for compliance with the original by persons not mentioned in the Contractor’s registration document, the Contractor shall **attach appropriate power of attorney to the offer**. Power of attorney shall be presented in form of original or a copy certified for compliance with the original by a notary public or by the person who granted the power of attorney. **In case of submitting documents by electronic means – in form of PDF scans**;
   4. proposal form, power of attorney and description of the subject of the offer shall be submitted in polish or English, in accordance with attachment 2 to this Request for Proposals. An excerpt from the Contractor’s register is allowed in one of the official European languages; the power of attorney shall be submitted on the form attached to this Request for Proposals – attachment 3. In case of submitting register documents in different language than the abovementioned, the Ordering Party shall summon the Contractor to submit original document along with translation into one of the abovementioned languages.
   5. 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;

* 1. for the avoidance of the doubt the Ordering Party allows signing required statements and documents to be signed in accordance with the Request for Proposals in electronic form with a secure electronic signature confirmed by a valid qualified certificate.
  2. 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.

1. **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 criterion:

**Net price of the offer** – 100 points (100%);

The method of calculating the criterion value to the extent of the net price of the offer:

Points for the examined offer = (lowest net price for the subject of the / net price 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 not possible to select the most advantageous offer due to the fact that two or more offers present the same balance of price The Ordering Party shall 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).

1. **Deadline for submission of tenders**
   1. The offer should be submitted by: **2nd November 2021.**
   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 expiry of the submission deadline.
2. **Price calculation and offer preparation**
   1. Price calculation method:

The Contractor in the presented offer should offer a complete price, including the total cost of the subject of the contract.

* 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 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 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.
  3. The offer price for the Contractors who have their registered office or place of residence on the territory of the Republic of Poland is the net price, regarding all of the costs related to the performance of the contract, all fees, taxes (including tax on goods and services – VAT) and all other costs of any nature that may arise in connection with the implementation of the order. The amount of VAT (in the amount applicable at the day of submission of the offer) and the net price shall be clearly identified. The price must be expressed to two decimal places.
  4. 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 EUR (excluding the tax on goods and services – VAT), including all costs related to the performance of the contract, all fees, taxes (excluding 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.
  5. **A proposal form is attached as Attachment no. 2 to this Request for Proposal**. **The Ordering Party requires the submission of an offer for the implementation of the Order using the attached form. The offer should contain the following attachments:**

excerpt from the Contractor's KRS / Extract from the Contractor's CEIDG / other register document issued by the authority competent for the Contractor, indicating persons authorized to represent the Contractor – issued not earlier than 3 months before the deadline for submission of tenders; power of attorney if the offer is submitted by a proxy; description of submitted subject of the offer.

* 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.
  2. Opening and analysis of the submitted tenders shall be proceeded the day after the deadline for submission of tenders.
  3. The Contractors bear all costs associated with preparing and submitting offers, independently from the result of the procedure. The Ordering Party shall not be liable for any costs incurred in connection with preparing and submitting the tender. The Contractors undertake not to raise any claims against the Ordering Party in that matter.

1. **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:
      1. require the contractor to provide explanations regarding the content of the offer within the prescribed period;
      2. require the contractor to supplement the shortcomings of the offer within the prescribed period;
      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.

* 1. The contracting authority excludes a contractor who does not meet the conditions for participation in the procurement procedure.
  2. The Ordering Party rejects the Contractor's bid if:
     1. its content does not correspond to the content of the Request for Proposal;
     2. contains price calculation errors that cannot be removed;
     3. contains an abnormally low price in relation to the subject of the Order;
     4. the contractor has submitted more than one offer.
  3. The Ordering Party will assess only those offers which will reach the Ordering Party in the period from the 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.

1. **Contact persons**
   1. In procedural matters: Tender Procurement Team

e-mail: [vigo2020tenders@vigo.com.pl](mailto:vigo2020tenders@vigo.com.pl);

* 1. In technical matters: Andrzej Janaszek,

e-mail: [ajanaszek@vigo.com.pl](mailto:ajanaszek@vigo.com.pl).

1. **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 proposal, 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 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, i.e.: <https://vigo.com.pl/o-nas/zamowienia/>.
2. **Relevant terms of the order**
   1. the Ordering Party requires the delivery of the ordered goods within the time limit provided for in the Request for Proposals.
   2. **The goods must comply with specification contained in Attachment 1 to the Request for Proposals.**
   3. Payment for the delivered goods shall be made on the basis of an invoice delivered to the e-mail address: [invoices@vigo.com.pl](mailto:invoices@vigo.com.pl) after a positive receipt of the goods. Payment shall be made within 30 days from the invoice being delivered.
   4. In the case of a delay in payment caused by the Ordering Party, he shall pay the Contractor on a written request, a contractual penalty of 0.1% of the net order value for each day of delay – not more than 5%.
   5. In the case 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 – not 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 handing over the order by the Ordering Party.
   7. If the Contractor, whose offer has been selected, will refrain from completing the order within the aforementioned deadline, the Ordering Party shall choose the best offer from among the remaining offers.
3. **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.

1. **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 No. 1 – order description;

Attachment No. 2 – proposal form;

Attachment No. 3 – power of attorney template.