



Łukasiewicz
Instytut
Mikroelektroniki
i Fotoniki

Warsaw, 21.02.2022 r.



INVITATION TO TENDER

Service Contract for the Voyager Electron Beam Lithography (EBL) system

CPV: 50412000-6

The estimated value of the order does not exceed 130,000.00 PLN

Reference No.: **F2/14/49/22**

I. CONTRACTING AUTHORITY

Łukasiewicz Research Network – Institute of Microelectronics and Photonics
32/46 Lotników Avenue,
02-668 Warsaw

e-mail address:

elzbieta.siwicka@imif.lukasiewicz.gov.pl

II. CONTRACT AWARD MODE:

The procedure is conducted on the basis of:

- 1) Art. 2 item 1 point 1 of the Act of September 11, 2019 Public Procurement Law (Journal of Laws of 2019, item 2019),
- 2) the ordinance of the Director of Łukasiewicz-IMIIF No. 36/21 of December 31, 2021 on: introducing into the Łukasiewicz Research Network - Institute of Microelectronics and Photonics rules for awarding public contracts with a net value exceeding PLN 65,000.00 net and less than PLN 130 000.00 net.

III. SUBJECT OF THE CONTRACT

1. The subject of the contract is a Service Contract for a Raith Voyager Electron Beam Lithography (EBL) system.
2. CPV: 50412000-6 Repair and maintenance services of testing apparatus.
3. Name and type of the device: Electron Beam Lithography (EBL) system, type: Voyager, producer: Raith GmbH.
4. Year of production: 2015.
5. Under the contract, the contractor will provide:

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- 1) priority for service – the Contracting Authority will receive preferred treatment when scheduling service visits;
- 2) phone/e-mail support – unlimited access to the support center;
- 3) Remote Technical Support (RTS) via remote desktop service and (when possible) diagnosis / repair;
- 4) control software update;
- 5) at least one preventive visit where the following elements of the system will be inspected:
 - a) initial system checks,
 - b) inspection of systems: vacuum, cooling, control electronics,
 - c) carrying out the necessary calibrations of electronic systems,
 - d) replacement of consumables,
 - e) conducting system efficiency tests;
- 6) unlimited spare parts with the exception of:
 - a) consumables,
 - b) peripheral accessories such as: UPS, vibration isolation system, field cancellation system etc.,
 - c) hardware upgrades.

IV. PERIOD OF ORDER COMPLETION

The contract will be concluded for 12 months from the date of signing.

V. TERMS AND CONDITIONS FOR PARTICIPATING IN THE PROCEDURE

1. The Contractor may apply for the award of the contract if:
 - 1) has experience in providing at least 1 (one) service consisting in servicing the Voyager EBL system during the last 3 (three) years before the deadline for submitting bids.

VI. LIST OF DOCUMENTS AND STATEMENTS TO BE PROVIDED BY THE CONTRACTORS

1. The following documents should be attached to the bid:
 - 1) **The bid form** - in accordance with the template set out in **Appendix 1** to the Invitation;
 - 2) If the tender is signed by an attorney, the tender should be accompanied by a type **power of attorney** to represent the Contractor in this contract award procedure;
 - 3) **List of services provided** – in the last 3 years before the deadline for submitting bids, together with the value, subject, date of performance and the entity for which the service was performed, and attaching evidence specifying whether this service was properly performed, with evidence referred to are references or other documents drawn up by the entity for which the service was performed, and if the Contractor is unable to obtain these documents for reasons beyond his control - the Contractor's declaration.

A template of the list is attached as **Appendix 2** to the Invitation.



2. The statements and documents referred to in par. 1, the Contractor shall submit in writing and / or electronically.
3. The Contracting Authority shall call on Contractors who, together with the bid, did not submit the required statements or documents (if applicable) or who did not submit powers of attorney, or who submitted incorrect statements and documents required by the Contracting Authority or who submitted defective powers of attorney, to submit them within the prescribed period, unless that despite their submission, the Contractor's bid will not be subject to consideration.
4. The Contracting Authority calls once to supplement statements, documents and powers of attorney in the scope indicated in the request.
5. The statements and documents submitted at the request of the Contracting Authority should confirm that the Contractor meets the conditions for participation in the procedure specified by the Contracting Authority, no later than on the date on which the deadline for submission of bids has expired.
6. Statements, documents and powers of attorney supplemented at the request of the Contracting Authority pursuant to par. 3, must be submitted within the prescribed period, in the form provided for in par. 2.
7. The Contracting Authority may request, within the time limit set by it, to provide explanations regarding the content of the submitted statements, powers of attorney or documents, unless the Contractor's bid will not be subject to consideration despite their submission.
8. The bid form is not subject to supplementing.
9. The Contracting Authority shall correct in the text of the bid:
 - 1) obvious typographical errors,
 - 2) obvious accounting errors, taking into account the accounting implications of the corrections made,
 - 3) other errors which result in non-compliance of the bid with the procedure documents, without causing significant changes to the content of the tender– unless, despite their correction, the Contractor's bid is inconsistent with the inquiry and therefore will not be subject to consideration. The Contracting Authority shall immediately notify the Contractor whose bid has been corrected about the correction of errors.
10. The Contracting Authority will not consider at a further stage of the examination, a bid inconsistent with the content of this inquiry, subject to par. 3 and 9.

VII. PLACE AND DEADLINE FOR SUBMISSION OF BIDS

1. Bids shall be submitted via e-mail: elzbieta.siwicka@imif.lukasiewicz.gov.pl or in paper form to the following address:

Sieć Badawcza Łukasiewicz – Instytut Mikroelektroniki i Fotoniki
Al. Lotników 32/46
02-668 Warszawa



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2. The deadline for submitting bids expires on **1.03.2022 by 12:00**.

VIII. DESCRIPTION OF THE MANNER OF PREPARING BIDS

1. The Contractor shall bear all costs related to the preparation and submission of the bid.
2. The Contractor has the right to submit only one bid. If the Contractor submits more than one bid, none of the bids will be considered in further examination.
3. The bid must contain:
 - 1) description of the Contractor (name and seat),
 - 2) the price in PLN/EUR/USD/GBP.
4. The Contractor may, before the deadline for submitting bids, change or withdraw the bid.
5. The Contracting Authority informs that the bids submitted in the procedure are open to the public.

IX. BID BINDING DATE

The Contractor is bound by the bid for 30 days from the deadline for submission of bids.

X. DESCRIPTION OF THE MANNER OF CALCULATING THE PRICE

1. The gross price of the bid given in PLN / EUR / USD / GBP should include all costs that the Contracting Authority will have to incur when performing the order, including VAT, costs of transport to the Contracting Authority's seat, other fees and taxes - including possible discounts.
2. The Contracting Authority considers the total gross price as the price of the bid.
3. If a bid is placed which, if selected, would result in a taxation obligation for the Contracting Authority pursuant to the Act on the Goods and Services Tax, the Contracting Authority shall evaluate such bid by adding the tax that it would be obliged to settle pursuant to these provisions to the specified price.
4. When placing the bid, the Contractor shall notify the Contracting Authority whether the selection of the bid will result in the emergence of a taxation obligation for the Contracting Authority, by specifying the name (type) of the goods or services whose delivery or provision will result to such obligation and providing their value without tax.

XI. DESCRIPTION OF THE CRITERIA AND THE METHOD OF THE BID EVALUATION

1. The best bid will be the bid that receives the best score balance in the following criteria:

Price Weight: 100 %

2. The score for this criterion shall be calculated from the following formula:

$$C = C_n / C_b \times 100$$

Where:

C – number of points for the Price criterion,

C_n – the lowest price,

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Cb – price of the analysed bid.

3. It is assumed that 1% = 1 point and this is how the number of points will be calculated.
4. The maximum score for the Price criterion is 100 points
5. The bid with the highest number of points will be considered the most advantageous.
6. The Contracting Authority will make calculations with the accuracy of two decimal places.

XII. CLOSURE OF THE PROCEDURE

1. The Contracting Authority reserves the right to terminate the procedure without selecting the best bid, at any stage, without giving any reason.
2. In the event that the Contracting Authority exercises the right referred to in par. 1, the Contractor is not entitled to any claims for participation in the procedure.

XIII. INFORMATION ABOUT THE FORMALITIES THAT SHOULD BE COMPLETED AFTER SELECTING A BID TO CONCLUDE A CONTRACT

1. Before concluding the contract, the Contractor, whose bid has been found the most advantageous, shall provide the Contracting Authority with the following information:
 - 1) persons who will sign the contract;
 - 2) persons to consult on substantive matters and coordinate cooperation and control the course of the contract.
2. If Contractor fails to appear without a reasonable excuse within the time limit set by the Contracting Authority such a failure shall be treated by the Contracting Authority as failure to enter into the contract for reasons attributable to the Contractor.
3. If the Contractor whose bid has been selected refrains from concluding a contract, the Contracting Authority may select the most advantageous bid from among the remaining bids, without re-examining and evaluating them.

XIV. DRAFT PROVISIONS OF THE CONTRACT

The draft provisions of the agreement constitute **Appendix No. 3** to the Invitation.

XV. PERSONAL DATA PROTECTION

1. Pursuant to art. 13, item 13 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (Official Journal of the EU L 119 of the 04.05.2016, page 1), hereinafter: the "GDPR", we inform you that:
 - 1) The Data Controller is the Contracting Authority (contact data provided hereinabove);
 - 2) Contact to the Personal Data Inspector – e-mail: iod@imif.lukasiewicz.gov.pl;
 - 3) Personal data will be processed pursuant to Art. 6, item 1 (b) and (c) of the GDPR for the purposes related to awarding a public Contract;
 - 4) Recipients of personal data will be persons or entities to whom the documentation of the procedure will be made available pursuant to the Act of 6 September 2001 on



- access to public information (Journal of Laws of 2020, item 1429, as amended) and authorized control bodies;
- 5) Personal data will be stored for the duration of the procedure and after its completion, in accordance with the requirements of the Act of July 14, 1983 on the national archival resource and archives (Journal of Laws of 2020, item 2176, as amended) .) and acts of internal law in force in Łukasiewicz – IMiF, but not less than 4 years;
 - 6) The obligation for natural persons to provide personal data directly concerning them is a statutory requirement specified in the provisions of the Act, related to participation in the public procurement procedure; the consequences of not providing certain data result from the act;
 - 7) Your personal data will not be subject to automated decision-making pursuant to Art. 22 of the GDPR;
 - 8) You have the right:
 - a) pursuant to Art. 15 of the GDPR – to access your personal data;
 - b) pursuant to Art. 16 of the GDPR – to rectify your personal data (exercising the right to rectify personal data cannot lead to the change in the result of the procedure for awarding a public Contract or in a modification of the provisions of the agreement to the extent non-compliant with the PPL Act and cannot violate the integrity of the protocol or the appendices thereto);
 - c) pursuant to Art. 18 of the GDPR – to obtain from the controller restriction of processing with the reservation of cases specified in Art. 18, item 2 of the GDPR (the right to restrict personal data processing shall not apply to data storage in order to ensure the use of legal remedies or to protect the rights of other natural persons or legal entities or due to important public interest of the European Union or its Member State);
 - d) the right to file a complaint to the President of the Personal Data Protection Office if you consider that the processing of your personal data violates the provisions of the GDPR;
 - 9) You are not entitled to:
 - a) pursuant to Art. 17, item 3 (b) (d) or (e) of the GDPR – the right to erase your personal data;
 - b) the right to data portability specified in Art. 20 of the GDPR;
 - c) pursuant to Art. 21 of the GDPR – the right to object to the processing of your personal data, as the legal basis for processing is Art. 6, item 1 (c) of the GDPR.
2. A Contractor applying for a public contract is obliged to fulfil all formal and legal obligations related to participation in the procedure, including the obligations arising from the GDPR.
 3. The above provisions apply to personal data of natural persons, obtained directly from them, and in particular personal data:
 - 1) Contractors who are a natural person,



- 2) Contractors who are a natural person, running a sole proprietorship,
- 3) the Contractor's representative who is a natural person (e.g. personal data included in the power of attorney),
- 4) a member of the Contractor's management body who is a natural person.

XVI. FINAL PROVISIONS

1. The Contractors shall not be entitled to appeal against the activities performed by the Contracting Authority in the course of this procedure, including the activities of selecting the best bid and closing the procedure.
2. In matters not covered in the inquiry, the provisions of the Act of 23 April 1964 Civil Code (Journal of Laws of 2020, item 1740, as amended) shall apply.
3. Appendices:
 - 1) Appendix No. 1 – Bid form,
 - 2) Appendix No. 2 – List of services provided,
 - 3) Appendix No. 3 – Draft provisions of the agreement.

