



Unia Europejska  
Europejski Fundusz  
Rozwoju Regionalnego



Gliwice, 05-07-2018

**Ordering Party:**

Vimex Sp. z o. o.  
ul. Toruńska 27  
44-122 Gliwice  
NIP: 6422181613  
REGON: 277735474

**REQUEST FOR QUOTATION No. 1**

**I. Subject of inquiry**

In reference to the participation of Vimex Sp. z o. o. in the project "The international expansion of Vimex through participation in the promotion program of the medical equipment industry" co-financed from the European Regional Development Fund under sub-measure 3.3.3: MSP support in the promotion of product brands - GO TO BRAND Intelligent Development Operational Program, please submit your offer for the following task:

**comprehensive consultancy service regarding internationalization of the entrepreneur and preparing of entering the prospective Singapore market**

Description of the subject:

This consultancy service means a document that provides comprehensive information necessary to enter the Singapore market, including:

- information about market entry conditions
- conditions for marketing products on the local market, regulations regarding medical devices
- information concerning market capacity, investment plans on the medical market
- information concerning endoscopic devices on the market, intensity of competition for the products manufactured by the Ordering Party
- data concerning the health care system (public / private sector)
- a list of medical facilities with operation rooms having departments of orthopedy, gynaecology, urology, and surgery (public / private sector)
- data concerning the number of endoscopic procedures, divided into arthroscopy, cystoscopy, hysteroscopy, laparoscopy, etc.

- information concerning public procurement rules and regulations
- creating a database of potential clients (medical companies) interested in the distribution of medical devices manufactured by the Ordering Party
- arranging meetings with potential distributors during Asia Health 2019 in Singapore
- preparation of trade agreements taking into account local regulations

According to the promotion program the service must be provided by a company with experience in providing such a services, located on the market of Singapore or having a branch office or representatives on the mentioned market.

## II. CPV codes

CPV code: 71241000-9 - Feasibility studies, consulting services, analyses

CPV code: 79530000-8 - Translation services

CPV code: 79000000-4 - Business services: law, marketing, consulting, recruitment, printing and security

CPV code: 79110000-8 - Legal advisory and representation services

CPV code: 79100000-5 - Legal services

## III. The date and terms of the contract:

1. The planned date of commencement of the contract: 27.07.2018
2. The final date of completion of the contract: 20.12.2018
3. Payment deadline 14 days after the completion of the contract.

## IV. Evaluation criteria of offers

Name	Rating / awarding points	The maximum number of points concerning the specified criteria	
1	Net price	The Tenderer who offered the lowest net price receives 100 points. For other tenderers, the price will be calculated according to the formula: the lowest net price offered $C = \frac{\text{the lowest net price offered}}{\text{net price in the tested offer}} \times 100$ points	100
TOTAL		100	



The Ordering Party shall select the best offer among those which have not been rejected, meets the mandatory conditions of having experience in providing such a service documented in the request and obtains the highest number of points based on the settled criteria. The selection of the most favourable offer will be made in accordance with the specified criteria for awarding points.

During the procedure only these offers will be evaluated which meet all the specified requirements.

In addition, the Ordering Party in the selection of the Tenderer will be directed by the elementary rules that are in force on the European Single Market, including:

- The principle of transparency and openness of the proceedings,
- The principle of the protection of fair competition
- The principle of free movement of capital, goods and services,
- The principle of non-discrimination and equal treatment of operators on the market.

The selection will be based on the most economically advantageous and qualitative offer.

In the case of refusal to sign a contract by a chosen supplier, the Ordering Party may sign a contract with the tenderer who fulfils the requirements of the request for quotation and whose offer has been awarded the highest number of points, after the score of supplier who does not want to sign the contract.

If the Ordering Party will not be able to select the most advantageous tender because the offers received the same number of points, he will request the suppliers who placed these offers to write additional offers - within the time limit specified by the Ordering Party. The additional offers can not offer prices higher than those offered at first time.

## **V. The method of calculating the prices**

1. The bid price should include all costs which the Ordering Party will have to bear for the service.
2. Net price and gross price should be specified in the offer.
3. The Tenderer will obtain points for the total net price for the equipment (excluding VAT) denominated in Polish zloty or EUR.
4. The price of the offer is the value of the contract and will remain the same throughout the entire contract.

## **VI. Place and methods of presenting the offers**

The offer should be sent from 05.07.2018 until 16.07.2018, 2.00 p.m., by e-mail: [sales@vimex.eu](mailto:sales@vimex.eu) (with confirmation of receipt) or directly to the company's office (delivery: reception, Toruńska 27). The date and time of receiving the offer is binding.



## VII. Conditions for participation in the proceedings and preparing offers

The Tenderers who meet the following conditions may apply for awarding the contract.

Have the potential to provide the consultancy service in the form of:

- a branch office located in Singapore,
- its representatives in Singapore
- an entity operating directly on the Singapore market.

To confirm this condition, the Tenderer is obliged to present, as an attachment to the offer, relevant documentation confirming the above-mentioned experience and potential, in form of a company's registration document with a designated head quarter or branch office located in Singapore or another document.

Please use the tender form (Appendix 1). Your offer should include at least:

1. The date of the offer
2. Offer validity period (minimum until 20.12.2018)
3. The period of the contract
4. Signature of the person authorized to represent the Tenderer in accordance with the representation method resulting from the registration documents or power of attorney granted
5. Price (net and gross value), specified in PLN / EUR
6. Terms, conditions and forms of payment
7. The offer must be valid in the eyes of law.
8. The offer should be written in Polish or English

Tenders will be awarded after comparison and evaluation of all bids.

After comparing all offers and give them points the Ordering Party will sign the contract with the chosen supplier.

Partial and variant bids are not allowed

Tenderer do not have to use the tender form if his offer will include all mentioned in request for quotation conditions and terms, especially the exclusion terms from point nr IX Exclusion terms referring to statement of no personal or equity relationships.



### **VIII. Agreement and terms of changes:**

1. Obligation of the Supplier to agree the final version of the documents with the Ordering Party and to include all comments of the Ordering Party, regardless of the date of their submission, even after finalizing of the document.
2. The deadline: 20.12.2018.
3. The Supplier is obliged to take into account the comments to the documents made by the institutions assessing the work
4. In case of a negative assessment by work evaluation institutions the Supplier is obliged to issue a correcting invoice (credit note to the invoice).
5. The contract shall also include mandatory provisions regarding contractual penalties for non-performance or improper performance of the subject of the contract by the Supplier.
  - a. the non-disclosure obligation is binding for the Supplier even in case the offer was rejected or the offer become terminated for any other reason; each act of violation of confidentiality is subjected to penalty of 100.000,00 / 25.000,00 per each deed
  - b. in case of the obligation breach the Supplier is responsible for any damages that may result for the Ordering Party as a result of such a breach
  - c. determine the amount of the contractual penalty for non-fulfilment of the order on time.
  - d. determine of the value of compensation for improper performance of the contract or lost revenue
6. The Ordering Party defines the circumstances related to the content of the submitted offer which may cause the necessary changes are introduced into the agreement, as following:
  - a. a change of the contract execution date - when there is another legal, economic, technical circumstance that can't have been predicted at the time the contract is concluded or "force majeure" which neither party is responsible for, resulting in inability of delivering the subject of the order
  - b. change of persons responsible for contacts and supervision over the implementation of the subject of the contract
  - c. obvious typing and arithmetical mistakes in the content of the contract
7. The above mentioned changes will be allowed only on condition that the Supplier applies for those changes and the changes are accepted by the Ordering Party

### **IX. Exclusion terms:**

Tenderer can't be related with the Ordering Party in personal or equity terms. Equity or personal relationship is understood as relations between the Ordering Party or individuals authorized to take commitments on behalf of the Ordering Party or those acting on behalf of the Ordering Party in order to prepare and implement the offer selection procedure, and the Supplier, including in particular:



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- a) being a partner to civil law partnership or commercial law partnership,
- b) holding at least 10% of shares,
- c) being a member of a supervisory or management corporate body, a holder of general commercial power of attorney, an authorized representative,
- d) being with the Tenderer in such a legal or factual relationship that this may give rise to reasonable doubts as to the impartiality of such persons, especially being married to, being in direct consanguinity or affinity, second-degree consanguinity or affinity of the second degree collaterally or by adoption or guardianship.

All Tenderers have to sign a statement about the exclusion terms which is included in the tender form (Appendix 1).

#### **X. The offer selection process – settlement**

The decision of the Ordering Party will be submitted within 7 working days from the closing date for submission of offers.

#### **XI. Information and explanations**

Detailed information on the object to order and contact terms are provided by:

Katarzyna Capek

e-mail: [kcapek@vimex.eu](mailto:kcapek@vimex.eu)

telephone: + 48 517 451 196

The Ordering Party reserves the right to cancel the procedure without giving a reason.

The request for quotation is posted on the website [www.vimex-endoscopy.com](http://www.vimex-endoscopy.com)

Krzysztof Rudner

CEO