

Inwałd, 22.10.2024.

INVITATION TO TENDER No. 1/2024

Within the project number FEMP.08.07-IP.01-0011/23,

"Increasing the competitiveness of AS INVEST by introducing innovative services in DINOLANDIA park" related to the implementation of the project under the program: European Funds for Małopolska 2021-2027,

Priority: European funds for equitable transformation of Western Małopolska, Activity: Development of companies supporting equitable transformation

I. CONTRACTOR:

AS INVEST SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ

167 Wadowicka St.

34-120 Inwałd,

NIP: 5512370671

Email: biuro@asinvest.pl

Person authorized to contact:

Krzysztof Siwicki

Tel: 886 338 233

II. PROCUREMENT MODE

1. The procurement is carried out in accordance with the principle of competitiveness referred to in the Guidelines for the eligibility of expenditure for 2021-2027.
2. The contract is awarded for the project entitled "Increasing the competitiveness of AS INVEST by introducing innovative services in the DINOLANDIA park", contract number FEMP.08.07-IP.01-0011/23 implemented under the European Funds Program for Małopolska 2021-2027.

III. DESCRIPTION OF THE SUBJECT OF THE CONTRACT

Detailed description of the subject of the contract:

Purchase of a funfair attraction - carousel with delivery.

Funfair attraction built on a stable, self-supporting structure, which in the central part has a rotating mechanism. On the rotating platform are mounted 8 arms, each of which is terminated with a vehicle - an airplane.

The device contains at least the following components:

1. Stable, self-supporting base structure, which has a rotating mechanism in the central part.
2. 8 arms ending in a vehicle - a plane.
3. 8 vehicles in the form of airplanes in different colors, each with 4 seats.
4. Seat belt system.
5. LED decorative lighting on the arms.
6. LED decorative lighting on aircraft wings and fuselage.
7. Powered by an electric motor.
8. Control panel with control board and complete wiring.
9. User manual in Polish or English with technical documentation.

Technical Parameters:

1. Dimensions of attractions diameter not less \varnothing 9.5 m.
2. Safety zone not less than \varnothing 11.7 m x height of 4.3 m.
3. Number of vehicles: 8 aircraft.
4. Number of seats: 32.
5. Speed 6 rpm (revolutions per minute).
6. Clockwise direction of rotation.
7. Total weight up to 4,200 kg.
8. Drive power of not less than 4 kW.
9. Lighting power of not less than 1 kW.
10. Operating temperature range $-5^{\circ}\text{C} \div 55^{\circ}\text{C}$.
11. Production in accordance with European standards EN-13814.
12. The device is brand new.

CPV codes:

- 37535000-7 Roundabouts, swings, shooting range and play park equipment
- 37535230-8 Carousels for playgrounds
- 43325000-7 Parks and playground equipment

Place of delivery of the device: 167 Wadowicka Street, 34-120 Inwałd

The delivery of the subject of the order, as well as the installation of the device, commissioning and training of the operators is the responsibility of the Contractor.

Signing of the acceptance protocol will take place after completion of the aforementioned activities.

Required warranty period:

- 24 months - calculated from the date of signing of a defect-free acceptance protocol.

IV. TIMES

1. The order must be completed by May 31, 2025.

1. Accounting rules:
2. The contractor is required to specify the conditions in the bid.
3. Boundary conditions:

An advance payment of up to 30% of the price is allowed. The remainder is payable in accordance with the contractor's bid.

The proposed payment terms must not be worse than the above.

2. The contractor shall remain bound by the submitted bid for a period of 60 days from the deadline for submission of bids.

V. TERMS AND CONDITIONS OF PARTICIPATION IN THE PROCEEDINGS AND A DESCRIPTION OF HOW TO ASSESS THE FULFILLMENT OF THESE CONDITIONS

1. Scope of exclusion:

- 1.1. In order to avoid conflicts of interest, contracts may not be awarded to entities with personal or capital ties to the Contracting Authority. A capital or personal relationship is understood as a mutual relationship between the beneficiary or persons authorized to incur liabilities on behalf of the beneficiary or persons performing activities on behalf of the beneficiary related to the preparation and conduct of the contract award procedure, consisting in particular in:
 - participation in a company as a partner in a civil partnership or partnership, holding at least 10% of shares (unless a lower threshold is required by law), serving as a member of a supervisory or management body, proxy, attorney,
 - being married, in a relationship of consanguinity or affinity in a direct line, consanguinity or affinity in a lateral line up to the second degree, or being related by adoption, custody or guardianship, or being in common life with the contractor, his legal deputy or members of the management or supervisory bodies of contractors competing for the contract,
 - remaining with the contractor in such a legal or factual relationship that there is reasonable doubt as to their impartiality or independence in connection with the procurement procedure.

1.2. The contract may not be awarded to entities and persons who directly or indirectly support or are responsible for the war activities of the Russian Federation and are subject to exclusion from the proceedings under the following provisions:

- Article 5k of Council Regulation (EU) No. 833/2014 of July 31, 2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine (Official Journal of the EU No. L 229 of 31.7.2014, p. 1), hereinafter: Regulation 833/2014, as amended by Council Regulation (EU) 2022/576 amending Regulation (EU) No. 833/2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine (Official Journal of the EU No. L 111, 8.4.2022, p. 1), hereinafter: Regulation 2022/576.
- Law of April 13, 2022 on special solutions to prevent support for aggression against Ukraine and to protect national security (Journal of Laws 2022, item 835).

2. Eligibility to perform a certain activity or activity:

Not applicable

3. Knowledge and experience:

Not applicable.

4. Technical Potential:

Not applicable.

5. Persons capable of performing the contract:

Not applicable.

6. Economic and financial situation:

Not applicable

7. Other additional conditions:

Not applicable.

VI. PURPOSE OF ORDER.

The order is related to the implementation of the project and its objectives set forth in the grant application.

VII. DESCRIPTION OF BID PREPARATION

1. The bid will be prepared in accordance with the template, attached as Appendix 1 to this request.
2. The bid must be submitted electronically, through the Competitive Database. The offer and documents referred to in points VII, XIV should be sent as a scan of the original document signed by the Contractor or a person authorized to represent the Contractor or as an

- electronic document bearing an electronic signature (qualified signature, trusted signature, personal signature).
3. Each Bidder may submit only one bid and offer only one price. Submission of more than one bid by a Bidder will result in rejection of all bids submitted by that Bidder.
 4. The bidder shall bear all costs associated with the preparation and submission of the bid.
 5. The bidder may stipulate in the bid that the Contracting Authority will not be able to disclose information that constitutes a business secret within the meaning of the regulations on unfair competition, i.e. technical, technological, organizational information of the company that has not been disclosed to the public, or other information of economic value, with respect to which the entrepreneur has taken necessary measures to maintain its confidentiality.
 6. Pages of the offer being a business secret within the meaning of the provisions of the Act on Combating Unfair Competition, as to which the Bidder reserves that they may not be made available to other participants in the proceedings, should be submitted as a separate part of the offer properly marking it.

VIII. BID EVALUATION CRITERIA AND DESCRIPTION OF THE EVALUATION METHOD

1. Bids of Bidders who demonstrate that they are not subject to exclusion and that they meet the conditions for participation in the proceedings will be examined for compliance with the requirements of the Employer set forth in the description of the subject matter of the contract.
2. Bids that do not meet the requirements specified in this Invitation will be rejected, the remaining bids will be allowed for scoring.
3. In selecting the most advantageous bid, the Contracting Authority will be guided by the following criteria and their importance and will evaluate the bids in each criterion as follows:

Lp.	Criterion name	Number of points (criterion weight)
1.	Price (net)	75%
2.	Warranty period	25%

- 3.1. In criterion 1: PRICE, the highest number of points will be awarded to the offer containing the lowest net price, in accordance with the requirements described in the

request for proposal. The price must be expressed in PLN. The number of points for each subsequent offer will be calculated as follows: $\text{Number of points} = (\text{lowest price} / \text{price of evaluated offer}) \times \text{weight} \times 100$

The price given in the bid must be expressed in PLN or EUR/USD to two decimal places. The total net and gross price in PLN or net EUR/USD. If the prices on the bid are expressed in a currency other than PLN, they will be converted using the selling exchange rate announced by the National Bank of Poland, in effect on the day the bid is submitted.

The offer price is a price, the definition of which is set forth in Article 3 paragraph 1 item 1 and paragraph 2 of the Law of May 9, 2014 on the information of prices of goods and services (i.e. Journal of Laws 2023 item 168), i.e.: price - the value expressed in monetary units, which the buyer is obliged to pay to the entrepreneur for a good or service; The price includes value added tax and excise tax, if under separate regulations the sale of goods or services is subject to value added tax or excise tax. By price is also meant the tariff rate.

3.2. In criterion 3: WARRANTY PERIOD: The highest number of points will be awarded to the bid containing the longest warranty, in accordance with the requirements described in the request for proposals. Points will be awarded for additional months of warranty from the minimum required period of a minimum of 24 months counting from the date of signing the final acceptance protocol, but no longer than 36 months. Bids offering a warranty of more than 36 months will be treated for recalculation as bids with a warranty of 36 months. Bids with an offered warranty of less than 24 months will be rejected. $\text{Number of points} = (\text{proposed warranty period in months of a given bid} / \text{longest warranty period in months}) \times \text{weight} \times 100$

4. A bid can receive a maximum of 100 points.
5. Evaluation will be done to two decimal places.
6. The contracting authority will award the contract to the Contractor whose bid obtains the highest number of points.

IX. PLACE AND DEADLINE FOR SUBMITTING BIDS

1. The bid should be submitted by 30/10/2024.
2. Bidding is only possible through the portal: <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/>
3. The Contracting Authority will notify Bidders of the selection of the most advantageous offer by publishing the results in the competitive database.

X. INFORMATION ON THE SELECTION OF THE MOST ADVANTAGEOUS OFFER:

1. The contract will be signed with the Bidder who submitted the most favorable offer.
2. If the Bidder who submitted the most advantageous offer evades signing the contract, the Contracting Authority shall have the right to select the most advantageous offer from among the remaining bids submitted.

XI. COMMUNICATION WITH THE ORDERING PARTY

1. Communication in the procurement procedure, including the announcement of the request for proposals, submission of bids, exchange of information between the contracting authority and the contractor, and transmission of documents and statements shall be carried out in writing via BK2021.
2. The supplier may ask the contracting authority to clarify the content of the request for quotation. Asking questions is possible only through the Competitive Base - questions submitted in other ways, such as by e-mail, will remain unanswered. Instructions for contractors can be found at:
https://archiwum-bazakonkurencyjnosci.funduszeuropejskie.gov.pl/info/web_instruction
3. Deviation from the communication specified in paragraph 1 is allowed to the extent that it is not possible to keep up with the method of communication in BK2021. In particular, this applies to the transmission of documents, statements, clarifications and others after the deadline for submission of tenders.
4. In the case referred to in paragraph 3, communication is carried out via e-mail, to the following e-mail address: biuro@asinvest.pl.

XII. TERMS OF AMENDMENTS TO THE AGREEMENT CONCLUDED AS A RESULT OF THE CONDUCTED PROCEEDINGS

1. Amendments to the provisions of the contract may be made in the form of a written annex under pain of nullity in the cases specified in the *Guidelines for the eligibility of expenditure for 2021-2027* and in the following cases:
 1. the need to postpone the date of execution of the order, if the need arose due to circumstances that could not have been foreseen at the time of concluding the contract, including the occurrence of force majeure,



2. the need to postpone the contract completion date if the need arose due to circumstances beyond the contractor's control or circumstances for which the contractor is not responsible,
 3. the necessity to make changes, including: postponing the date of execution of the contract, if this necessity occurred due to significant circumstances on the part of the Ordering Party,
 4. in the event of the occurrence of force majeure events, by which, for the purposes of this agreement, shall be understood as an event external to the legal relationship between the Parties:
 - nature independent of the Parties,
 - which the Parties could not foresee before the conclusion of the Agreement,
 - which cannot be avoided or could not be prevented by the Parties with due diligence, whereby force majeure conditioning an amendment to the Contract shall be considered in particular: circumstances related to the occurrence of a state of pandemic or epidemic, flood, fire and other natural disasters, riots, strikes, terrorist attacks, acts of war, sudden collapse of weather conditions, sudden interruption of electricity supply, radiation or contamination.
 5. changes in generally applicable laws to the extent affecting the performance of the contract,
 6. statutory change in tax rates (VAT) during the term of the contract,
 7. changes in the Contractor's identification data (registered office address, REGON, NIP, bank account number).
2. The above does not exclude the Purchaser's right to make changes to the contract that are not material.

XIII. OTHER INFORMATION

1. The purchaser reserves the right:
 - a. cancellation of the inquiry proceedings until bids are submitted,
 - b. Cancel the proceedings in justified cases, in particular if:
 - the price of the most advantageous offer will exceed the amount that the Contracting Authority may allocate to finance the contract;
 - there has been a significant change in circumstances resulting in the execution of the contract not being in the interest of the Contracting Authority, which could not have been foreseen at the time of the initiation of the proceedings;

- the proceeding has a defect that will cause the concluded agreement to be contrary to the provisions of the project funding agreement,
 - lack of consent of the Intermediate Body to the requested changes concerning the subject matter of the contract.
2. In the cases referred to above, the Contractor shall not be entitled to any compensation claims against the Contracting Authority.
 3. The Contracting Authority shall call on Bidders who have not submitted the powers of attorney, declarations or documents required by the Contracting Authority on the specified date, confirming the fulfillment of the conditions for participation in the proceedings or the conditions specified for the subject matter of the contract, or if the above documents contain errors, to supplement them by the specified date. The action of calling for supplementation is a one-time action. The content of the offer shall not be supplemented.
 4. The Contracting Authority reserves the right to call on the Contractor to submit clarifications regarding the submitted bid and documents confirming compliance with the conditions for participation in the procedure.
 5. The Contracting Authority shall correct obvious clerical and accounting errors in the bid, as well as other errors consisting in inconsistency of the content of the bid with the content of the request for quotation, not causing significant changes in its content.
 6. If the offered price or cost appears to be abnormally low in relation to the subject matter of the contract, i.e. differs by more than 30% from the arithmetic mean of the prices of all valid offers not subject to rejection, or raises doubts in the ordering party as to the possibility of performing the subject matter of the contract in accordance with the requirements specified in the request for quotation or arising from separate regulations, the ordering party shall demand from the contractor to submit explanations, including submission of evidence for the calculation of the price or cost, within a specified period. The contracting authority shall evaluate these explanations in consultation with the contractor and may reject that bid only if the explanations submitted, together with evidence, do not justify the price or cost quoted in that bid.
 7. The contracting authority will reject the bid if:
 - Its content will be contrary to the content of this request for proposal;
 - was submitted by a contractor excluded from the proceedings,
 - contains an abnormally low price, which will be confirmed by an explanatory procedure or in the absence of an explanation,
 - In the absence of an explanation to the request referred to in item. 4

- was submitted after the deadline or was submitted by means other than through BK2021,
 - will be invalid under other regulations, in particular the provisions of the Civil Code,
 - was submitted under conditions of an act of unfair competition within the meaning of the Act of April 16, 1993 on Combating Unfair Competition.
8. The Contracting Authority informs that, in accordance with the applicable law, this inquiry does not constitute an offer within the meaning of Article 66 of the Act of April 23, 1964, Civil Code (Journal of Laws 2022, item 1360), nor is it an announcement within the meaning of the Act of September 11, 2019. Public Procurement Law (Journal of Laws 2022, item 1710).
9. Pursuant to Article 13 (1) and (2) of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 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 04.05.2016, p. 1), hereinafter referred to as "RODO", the Contracting Authority informs that:
- a. The administrator of the personal data of the Contractors is AS INVEST SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ,
 - b. Contractors' personal data will be processed on the basis of Article 6(1)(c) of the RODO for the purpose related to the conducted proceedings,
 - c. The recipients of the personal data of the Contractors will be persons or entities to whom the documentation of the proceedings will be made available, based on the provisions of the currently applicable Guidelines for the eligibility of expenditures for 2021-2027,
 - d. Personal data will be kept for the entire duration of the Project and for the Project's sustainability period,
 - e. The Contractor's obligation to provide personal data directly related to him/her is a requirement under the applicable Expenditure Eligibility Guidelines 2021-2027,
 - f. with regard to the Contractor's personal data, decisions will not be made by automated means, pursuant to Article 22 of the RODO;
 - g. Bidders have:
 - Under Article 15 of the DPA, the right of access to personal data;
 - Under Article 16 of the DPA, the right to rectify personal data;

- Under Article 18 of the DPA, the right to request the controller to restrict the processing of personal data, subject to the cases referred to in Article 18(2) of the DPA;
 - The right to lodge a complaint with the President of the Office for Personal Data Protection, in case the processing of personal data concerning the Contractor is deemed to violate the provisions of the RODO;
- h. Contractors are not entitled to:
- In connection with Article 17(3)(b), (d) or (e) of the RODO, the right to erasure of personal data;
 - The right to portability of personal data referred to in Article 20 of the RODO;
 - pursuant to Article 21 RODO, the right to object to the processing of your personal data, as the legal basis for the processing of your personal data is Article 6 st. 1 lit. c RODO

XIV. ANNOUNCEMENTS

1. Appendix No. 1: Bid Form
2. Annex No. 2: Statement of no grounds for exclusion.
3. Annex No. 3: Information on the principles of personal data processing.

XV. THE MEANS USED TO PUBLICIZE INFORMATION ABOUT THE CONTRACT:

Posting the Competitive Base Inquiry at:

www.bazakonkurencyjnosci.funduszeuropejskie.gov.pl.