

## Request for proposal.

**Purchase, delivery and calibration of Q1, Q3, Q6, Q10 mannequins and sensors in compliance with ECE R129 regulations, along with personnel training for proper handling in the implementation of the project entitled: "Research and development work on the creation of an innovative ultralight system for transporting children up to 3 years of age AVIONAUT SAFE with an increased level of safety and improved travel comfort" number FENG.01.01-IP.01-A0GF/24.**

### Ordering Party:

**Ł.KARWALA Spółka Komandytowa  
ul. Łukaszewicza 172, 42-130 Szarlejka**

Implementing a project co-financed by the European Funds for the Modern Economy Programme 2021–2027 (FENG), Priority FENG.01 Support for entrepreneurs, Measure FENG.01.01 SMART path, number FENG.01.01-IP.01-A0GF/24) entitled: *"Research and development work on the creation of an innovative ultralight system for transporting children up to 3 years of age AVIONAUT SAFE with an increased level of safety and improved travel comfort"*

**invites you to submit an offer for the delivery of Q1, Q3, Q6, Q10 mannequins and sensors with calibration in compliance with ECE R129 regulations, along with personnel training for proper handling. We would like to ask you to provide the total price for the entire system in the offer form, in accordance with the description of the subject of the contract (OPZ) constituting Appendix No. 3 to this request for proposal.**

1. The validity period of the Contractor's offer is 20 days: by 11.03.2025.
2. Completion date – **up to 90 days from the date of signing the contract**
3. **Deadline for submission of tenders: by 20.02.2025, 10.00 a.m.**

4. Submission of an offer:

The offer form together with the statement should be submitted to the Competitiveness Database Platform:

<https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/> in the present proceedings, hereinafter referred to as BK21.

Form of submission of offers:

The offer should be made in Polish. The offer shall be submitted in electronic form (with a qualified electronic signature) or in electronic form with a trusted signature or a personal signature. It is permissible to submit an offer for this request for quotation in electronic form, also understood as an electronic copy of the document (digital representation of this document), i.e. an offer in paper form signed by an authorized person, scanned and sent via BK21.

### Attachments:

1. Offer form (attachment 1),
2. Statment (Appendix 2),

3. Detailed description of the subject of the contract (OPZ - Appendix No. 3),
4. Template agreement (Appendix 4).

Email: [biuro@karwala.pl](mailto:biuro@karwala.pl) or [d.stankowska@karwala.com](mailto:d.stankowska@karwala.com)

Hours: 7.00-15.00

Website: <http://karwala.pl/>

## I. Protection of personal data

1. Pursuant to Article 13(1) and (2) of 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 04.05.2016, p. 1), hereinafter the "GDPR", I inform you that:

- the administrator of your personal data is Ł.KARWALA Spółka Komandytowa, ul. Łukaszewicza 172, 42-130 Szarlejka,
- Your personal data will be processed on the basis of Article 6(1)(c) of the GDPR for the purpose related to this procurement procedure;
- Your personal data will be stored for the duration of the project;
- in relation to your personal data, decisions will not be made by automated means, in accordance with Article 22 of the GDPR;
- You have:
  - pursuant to Article 15 of the GDPR, the right to access your personal data;
  - pursuant to Article 16 of the GDPR, the right to rectify your personal data \*\*;
  - pursuant to Article 18 of the GDPR, 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 GDPR \*\*\*;
  - the right to lodge a complaint with the President of the Personal Data Protection Office if you believe that the processing of your personal data violates the provisions of the GDPR;
- you are not entitled to:
  - in connection with Article 17(3)(b), (d) or (e) of the GDPR, the right to erasure of personal data;
  - the right to data portability as referred to in Article 20 of the GDPR;
  - **pursuant to Article 21 of the GDPR, 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(1)(c) of the GDPR.**

**\*\* Clarification:** the exercise of the right to rectification may not result in a change in the outcome of the procurement procedure or the provisions of the contract to an extent inconsistent with the PPL and may not compromise the integrity of the protocol and its annexes.

**Clarification:** The right to restriction of processing does not apply in relation to storage, for the purpose of safeguarding legal remedies or for the protection of the rights of another natural or legal person, or for important reasons of public interest of the European Union or of a Member State.

2. **The Contractor's obligations include, among others, obligations under the GDPR, in particular, the information obligation provided for in Article 13 of the GDPR with respect to natural persons** to whom personal data relate and from whom the contractor has directly obtained such data. However, the information obligation under Article 13 of the GDPR will not apply if and to the extent that the natural person to whom the data relates already has the information (vide: Article 13(4) of the GDPR). **In addition, the contractor will have to comply with the information obligation under Article 14 of the GDPR with respect to natural persons** whose data it provides to the Contracting Authority and whose data it has indirectly obtained, unless at least one of the exemptions referred to in Article 14(5) of the GDPR applies.

## II. PROCEDURE

This contract is carried out in accordance with the principle of competitiveness set out in point 3.2. *"Guidelines on the eligibility of expenditure for the period 2021-2027"*.

By submitting an offer in this procedure, the Contractor declares that the contract will be executed in accordance with the terms and conditions contained in the contract template and specified in the description of the subject of the contract indicated in the request for proposal.

## III. SUBJECT OF THE CONTRACT

### Brief description of the subject of the contract:

CPV CODES and name:

**38970000-5 - Research, testing, and scientific technical simulators**

**80511000-9 - Staff training services**

The subject of the contract is the purchase, delivery, and calibration with 12-channel instrumentation of Q1, Q3, Q6, and Q10 mannequins in compliance with ECE R129. The order consists of:

1. Q1 mannequin with instrumentation compliant with ECE R129 regulations
2. Q3 mannequin with instrumentation compliant with ECE R129 regulations
3. Q6 mannequin with instrumentation compliant with ECE R129 regulations
4. Q10 mannequin with instrumentation compliant with ECE R129 regulations.

**The Contractor will provide training for the Ordering Party's personnel in the use of the device in the amount of at least 12 hours. A detailed description of the subject of the contract is included in Appendix 3 (OPZ).**

## IV. CONDITIONS OF PARTICIPATION IN THE PROCEDURE / NO CAPITAL OR PERSONAL TIES

4.1. Contractors who meet the following conditions may apply for the contract:

- 1) have the right to perform a specific activity, if the law imposes an obligation to have them;

- 2) have the knowledge and experience;
  - 3) have the appropriate technical capacity and persons capable of performing the contract;
  - 4) economic and financial situation and the Contractor has not been prohibited from applying for procurement contracts.
- 4.2. A Contractor who is not subject to exclusion in accordance with Regulation (EU) may apply for the award of a contract with the provisions of the "Guidelines on the eligibility of expenditures for the years 2021-2027", i.e.: it is not related to the Contracting Authority personally or by capital. Capital or personal ties shall be understood as mutual relations between the Contracting Authority or persons authorised to incur liabilities on behalf of the Contracting Authority or persons performing activities on behalf of the Contracting Authority related to the preparation and conduct of the contractor selection procedure and the Contractor, consisting in particular of:
- a) participation in the company as a partner in a civil law partnership or a partnership,
  - b) holding at least 10% of the shares, unless the lower threshold results from the law or has not been specified by the Managing Authority of the project,
  - c) acting as a member of a supervisory or management body, proxy, attorney-in-fact
  - (d) being married, in a relationship of consanguinity or affinity in the direct line, consanguinity or affinity in the collateral line to the second degree, or bound by a adoption, guardianship or guardianship or cohabitation with the contractor, his legal representative or the members of the management or supervisory bodies of the contracting contractors;
  - e) other than those referred to in points (a) to (d).

**To confirm the above conditions, the Contractor submits a statement in Appendix 2.**

## **V. DESCRIPTION OF HOW TO PREPARE AN OFFER**

- 5.1. Each Contractor shall submit only one offer.
- 5.2. The Ordering Party **does not allow** the submission of partial offers. The Ordering Party does not envisage dividing the subject matter of the contract into parts. The above results from the specificity and nature of the order (delivery of all components necessary for the proper operation of the data acquisition and processing system) and the deadline for the completion of the task in terms of coordination of individual elements of deliveries, as well as the settlement of the costs of the order included in the material and financial schedule of the Project.
- The contract has not been divided into parts, as the scope of delivery included in the Description of the subject of the contract is adapted to the needs of small and medium-sized enterprises within the meaning of Annex 1 to the EC Regulation 651/2014 of 17 June 2014.
- 5.3. The Contracting Authority does not allow the submission of a variant offer.
- 5.4. The offer should include:
- **completed offer form (Appendix no. 1),**
  - **Statement – Appendix No. 2.**
- 5.4.1. A power of attorney to represent all Contractors jointly applying for the contract, or a cooperation agreement from which the power of attorney will be derived. An attorney-in-fact may be appointed to represent the Contractors in the proceedings or in the proceedings and conclusion of the contract.
- 5.4.2. Power of attorney to sign the offer, unless the right to sign the offer results from other documents submitted with the offer.
- 5.4.3. The offer with attachments must be signed by a person authorised to represent the Contractor, in the case of an entrepreneur, in accordance with the rules of representation indicated in the relevant register (or e.g. in the business activity register). The offer must be accompanied by a document or power of

attorney which authorizes the person(s) to make declarations of intent and represent the Contractor, if this right does not arise from the register. In such a situation, the document or power of attorney must be an integral part of the offer.

Power of attorney:

- is submitted in electronic form and affixed with a qualified electronic signature, a trusted signature or a personal signature;
- if the power of attorney has been drawn up as a paper document and bearing a handwritten signature, a digital copy of the document bearing a qualified electronic signature, a trusted signature or a personal signature certifying the compliance of the digital representation with the paper document shall be provided. The confirmation of the compliance of the digital representation with the paper document is made by the principal or a notary.

- 5.5. Contractors will submit offers in accordance with the requirements of the request for proposal. The offer should contain all required documents, statements, attachments referred to in the content of this request for proposal. The documents should be drawn up in accordance with the recommendations and templates - attachments presented by the Ordering Party, and in particular contain all the information and data required by the Ordering Party.
- 5.6. All documents concerning the offer should be written in Polish and signed by an authorized representative of the Contractor. Documents drawn up in the language will be translated into Polish, certified by the Contractor or the Ordering Party. When evaluating offers, the Ordering Party will rely on the translated text.
- 5.7. All documents should be submitted in electronic form, or in the case of a paper document bearing a handwritten signature, a digital copy of the document bearing a qualified electronic signature, a trusted signature or a personal signature certifying the compliance of the digital representation with the paper document shall be provided. The certificate of compliance of the digital representation with the paper document is made by the principal.
- 5.8. The offer form together with the statement should be submitted to the Competitiveness Database Platform (BK21): <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/> in this procedure

#### **Explanations of signatures:**

Qualified electronic signature - a signature certified by a special qualified certificate, which enables the authentication of the person signing the signature. The electronic signature is used only by the person to whom the signature and certificate have been assigned.

Trusted signature - a signature made using a trusted profile available on the electronic Platform of Public Administration Services (ePUAP).

Personal signature – as defined in Article 2(1)(9) of the Act on Identity Cards. A personal signature is an advanced electronic signature within the meaning of Article 3(11) of Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC, verified by means of a personal signature certificate (the so-called e-ID). E-ID card - an ID card with an appropriate barcode and a number with an electronic layer placed on it. In order to sign a document with a personal signature, we need an ID card and a smartphone or reader.

- 5.9. The method of communication in the procurement procedure, including the announcement of a request for proposal, submission of offers, exchange of information between the contracting

authority and the contractor, and transmission of documents and statements shall be carried out in writing using BK21. This obligation arises from the Guidelines on the eligibility of expenditure for the years 2021-2027 (hereinafter: Guidelines), Section 3.2.3 of the Notice, point 1 (subject to points 2 and 3).

In practice, this means that the submission of offers takes place through the Offers module (tab), and asking questions and providing answers through the Questions module (tab), available in each advertisement. Communication via BK21 takes place from the publication of the announcement until the deadline for submission of tenders. The "statements" or "documents" referred to in the guidelines relate to the stage of submission of tenders (the BK21 functionality allows you to attach "documents" or "statements" to the tender) and to the possible clarification of the content of the announcement, and do not concern the clarification of the content of tenders (or confirmation of the conditions of participation in the tender procedure). After the deadline for submission of tenders, all notices, statements, applications and communication with the Contractor will be made by e-mail, using the contact details available in the "Contact persons" section of the announcement and indicated in the introductory part of the request for proposal, i.e.: [biuro@karwala.pl](mailto:biuro@karwala.pl) or [d.stankowska@karwala.com](mailto:d.stankowska@karwala.com).

All notices, statements, requests and information in electronic form require, at the request of each party, immediate acknowledgment of receipt.

In the absence of confirmation of receipt of correspondence by the Contractor, the Contracting Authority shall presume that the letter sent by the Contracting Authority to the e-mail address provided by the Contractor has been delivered to the Contractor in a manner enabling the Contractor to become familiar with the content of the letter.

**For a foreign Contractor applying for this contract, we provide links to the Competitiveness Database (BK21) in English below.**

<https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/pomoc/59-help-for-abroad-users-registration-pomoc-dla-uzytownikow-zagranicznych-wersja-angielska>

<https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/pomoc/61-help-for-abroad-users-asking-questions-pomoc-dla-uzytownikow-zagranicznych-wersja-angielska>

<https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/pomoc/62-help-for-abroad-users-browser-pomoc-dla-uzytownikow-zagranicznych-wersja-angielska>

- 5.10. The Ordering Party informs that the offers submitted in this procedure are public and shall be made available from the moment they are opened. If the tender contains information constituting a trade secret within the meaning of the Act of 16 April 1993 on combating unfair competition (i.e. Journal of Laws of 2022, item 1233), the Contractor should stipulate that it may not be made available and demonstrate that the proprietary information constitutes a trade secret no later than the deadline for submission of tenders. Proprietary information must be submitted in a separate and appropriately labeled file. A trade secret is understood as technical, technological, organizational information of an enterprise or other information of economic value, which, as a whole or in a particular combination and set of its elements, is not generally known to persons usually dealing with this type of information or is not easily accessible to such persons, provided that the person entitled to use or dispose of the information has made a decision, with due diligence, actions to keep them confidential.), if the Contractor stipulated within the deadline for submission of tenders that they may not be made available and at the same time demonstrated that the proprietary



information constitutes a trade secret. Any information constituting a trade secret within the meaning of the Act of 16 April 1993 on combating unfair competition, which the Contractor will reserve as a trade secret, should be submitted in a separate file with the simultaneous marking "Appendix constituting a trade secret", and then compressed into a single archive file (zip) together with the files constituting the open part. The lack of an unambiguous indication of which information constitutes a trade secret will mean that all statements and certificates submitted in the course of these proceedings are public without reservation. Reservation of information that does not constitute a trade secret within the meaning of the Act on Combating Unfair Competition will be treated as ineffective and will result in accordance with the resolution of the Supreme Court of 20 October 2005 (ref. no. III CZP74/ 05) by declassifying them. The Ordering Party informs that in the event that the Contractor receives from the Contractor a request referred to in point 7.6. of this request for proposal and the explanations and/or evidence submitted by the Contractor constitute a trade secret within the meaning of the Act on Combating Unfair Competition, the Contractor will have the right to reserve them as a trade secret. The Ordering Party will consider the reservation in question to be effective only if the Contractor, in addition to the reservation itself, also proves that the information in question constitutes a trade secret.

## **VI. Examination and evaluation of offers**

- 6.1. In the offer, the Contractor is obliged to present all the documents specified in point 5.4. request for proposal. In the event of the Contractor's failure to comply with the obligation referred to in point 5.4.-5.6., the Ordering Party shall call upon the Contractor to complete the required documents.
- 6.2. Failure to complete the documents by the Contractor within the deadline specified by the Ordering Party will result in the Contractor's offer being rejected as inconsistent with the content of the request for proposal.
- 6.3. The Ordering Party shall correct obvious clerical errors, obvious accounting errors along with the consequences of correcting these errors and other errors that do not cause significant changes in the content of the Contractor's offer
  - in the event of their occurrence.
- 6.4. The price is to be expressed in gross Polish zlotys including the tax due on goods and services.
- 6.5. For the purpose of comparing offers, the Ordering Party accepts the offer price, which is the gross price for the purchase of all delivery assortments together with delivery costs (transport, unloading, insurance, system configuration), costs related to personnel training in the use of equipment and all other costs of the Contractor related to the proper implementation of the delivery, in accordance with the offer form.
- 6.6. If an offer is submitted, the selection of which would lead to the contracting authority's tax liability in accordance with the Value Added Tax Act of 11 March 2004 (Journal of Laws of 2004, item 1570, as amended), for the purpose of applying the price criterion, the contracting authority shall add the amount of the value added tax to the price presented in the offer, which it would be required to account. In the offer form, the contractor is obliged to:
  - 1) inform the ordering party that the selection of its tender will lead to the creation of a ordering party's tax liability;
  - 2) indication of the name (type) of the goods, the supply of which will give rise to the tax liability;
  - 3) indicate the value of the goods or services subject to the ordering party's tax liability, excluding the amount of tax;
  - 4) indicate the VAT rate that the contractor knows will apply.

- 6.7. The template of the Offer Form has been developed on the assumption that the selection of the offer will not lead to the Ordering Party's VAT liability. In the event that the Contractor is obliged to submit a statement on the creation of tax liability, the Ordering Party should modify the content of the form accordingly.
- 6.8. The Ordering Party allows the submission of an offer in a foreign currency – EURO/USD. For comparison and evaluation of offers and to convert into PLN the value indicated in the tender submitted in this procedure, expressed in a currency other than PLN – in EURO/USD, the Ordering Party shall adopt the average exchange rate published by the National Bank of Poland (Average exchange rates of foreign currencies – Table A) as at the date of publication of the announcement in competitiveness database.
- 6.9. The Ordering Party allows settlements with the Contractor during the performance of the contract in a foreign currency – EURO/USD.
- 6.10. The contracting authority applies the reverse procedure, i.e. first evaluates the bids in terms of the grounds for rejection of the bid specified in the request for proposal and the tender evaluation criteria described therein, and then only in relation to the contractor whose bid was assessed as the most advantageous (it was ranked the highest), does it perform a subjective assessment of the contractor, i.e. examines the statement and, if necessary, requests (if required) the submission of documents eligibility for participation in proceedings.
- 6.11. If the price or cost offered seems abnormally low in relation to the subject matter of the contract, i.e. differs by more than 30% from the arithmetic average of the prices of all valid offers not subject to rejection, or raises doubts on the contracting authority's ability to perform the subject matter of the contract in accordance with the requirements specified in the request for proposal or resulting from the Pursuant to separate regulations, the ordering party requires the contractor to provide explanations within the prescribed period, including the submission of evidence regarding the calculation of the price or cost. The contracting authority evaluates these explanations in consultation with the contractor.
- 6.12. The Ordering Party shall reject the offer of the Contractor who has not provided any explanations or in the event that the submitted explanations together with evidence do not justify the price or cost given in this offer.
- 6.13. The Ordering Party reserves the right to summon the Contractors to provide explanations as to the content of the submitted offer. The explanations provided must not lead to a change in the content of the offer.

For confirmation that offered devices meet the requirements of the Ordering Party in accordance with the description of the subject of the contract (OPZ), the Ordering Party may request the Contractor to provide additional explanations and the relevant evidence – product data sheets. If the Contractor fails to provide the required explanations and relevant evidence within the deadline specified by the Ordering Party, the contractor's offer will be rejected as non-compliant with the content of this request for proposal.

## VII. CRITERIA FOR SELECTING THE MOST ADVANTAGEOUS TENDER

7.1. When selecting the most advantageous offer, the Ordering Party will apply the following criteria:  
gross price of the offer – 100%;

7.2. Criterion price [LPC] (gross bid price) – weight 100% (100 points maximum).

Points awarded in the price criterion will be calculated according to the following formula:

Cm



$$P_i(C) = \frac{\dots\dots\dots}{C_i} \times W$$

where:

$P_i(C)$  – the number of points that the offer "i" will receive for the price criterion

$C_m$  - the lowest price among all valid offers

$C_i$  - bid price "i"

$W$  – criterion weight = 100

7.3. The points obtained in the price criterion will constitute the evaluation of the given offer.

7.4. The offer (submitted by the Contractor who meets the conditions for participation in the tender) which receives the highest score in the tender evaluation criterion will be selected as the most advantageous.

7.5. In the case of submission of offers with the same prices, the Ordering Party shall call upon the Contractors who submitted them to submit additional bids. Contractors submitting additional bids may not offer prices higher than those offered in the original bids.

## **VIII. REJECTION OF THE OFFER**

8.1. The Ordering Party rejects the offer if:

- 1) it was submitted after the deadline for submission of offers;
  - 2) submitted by the contractor:
    - (a) subject to exclusion from the procedure or
    - b) who does not meet the conditions for participation in the procedure, or who has not submitted a statement confirming the lack of grounds for exclusion and the fulfilment of the conditions for participation within the prescribed time limit in the proceedings, or other documents or statements required by the Ordering Party;
  - 3) is inconsistent with the provisions of *the Guidelines on the eligibility of expenditure for the years 2021-2027*;
  - 4) is invalid under separate provisions;
  - 5) its content is inconsistent with the terms of the request for proposal
  - 6) has not been prepared or submitted in a manner consistent with the technical and organizational requirements for the preparation or submission of tenders using BK21, specified by the contracting authority;
  - 7) was filed under the conditions of an act of unfair competition within the meaning of the Act of 16 April 1993 on combating unfair competition;
  - 8) contains an abnormally low price or cost in relation to the subject matter of the contract;
  - (9) contains errors in the calculation of price or cost;
  - 10) the contractor challenged the correction of the mistake referred to in point 6.3 of the request for quotation within the prescribed period;
  - 11) the contractor has not given written consent to extend the deadline for binding the tender;
  - 12) the contractor has not given written consent to the selection of its tender after the deadline for binding the tender;
  - 13) the variant offer has not been submitted or does not meet the minimum requirements specified by the contracting authority, if the contracting authority required it to be submitted;
- 8.2. The contracting authority rejects the offer if the contractor refuses to sign the contract.

## **IX. THE PROCEDURE SHALL BE ANNULLED IN THE FOLLOWING CASES:**

- a) No offer has been received.

- b) the price of the most advantageous offer exceeds the amount allocated by the Ordering Party for the performance of the contract, and the Contracting Authority may not increase this amount.
- (c) there has been a material change in circumstances such that the performance of the contract is not in the public interest, which could not have been foreseen in advance;
- d) without giving a reason.

## **X. NOTIFICATION OF THE RESULT OF THE SELECTION OF THE MOST ADVANTAGEOUS OFFER**

Immediately after the verification and evaluation of the bids, the Ordering Party shall inform the Contractors who have submitted bids about the resolution of the inquiry via BK21.

## **XI. DEADLINE FOR BINDING DATE OF THE OFFER**

- 11.1. The deadline for binding date of the offer begins to run at the end of the deadline for submission of tenders.
- 11.2. The Contractor remains bound by the offer for a period of 20 days from the deadline for submission of offers..
- 11.3. In justified cases, at least 3 days before the deadline for binding date of the offer, the Ordering Party may ask the Contractors for consent to extend this deadline by a specified period of time, but not longer than 20 days.
- 11.4. The Contractor, on its own or at the request of the Ordering Party, may extend the deadline for binding the offer, notifying the Ordering Party thereof.

## **XII. CONCLUSION OF THE CONTRACT**

- 12.1. The contractor whose offer has been selected is obliged to sign the contract by the deadline no longer than 7 days from the date of receipt of the notification on the selection of the offer according to the template – Appendix No. 4.
- 12.2. If the Contractor whose bid has been selected refuses to conclude the contract, the Ordering Party may select the most advantageous offer from among the remaining offers without re-examining and evaluating them, unless there are grounds for invalidating the procedure. referred to in point IX.