

Pyskowice, 30.01.2018 r.

ASCO RAIL sp. z o.o.
ul. Wielowiejska 53
44-120 Pyskowice
Nazwa i adres Zamawiającego

INQUIRY

In connection with the implementation of the project entitled: Increase in competitiveness due to the implementation of an innovative position for the qualifying and repair diagnostics of rail vehicle chassis during the move of the vehicle, planned for implementation under Measure 3.2. RPO WSL 2014-2020 please quote:

Device name	Equivalent or higher than:	Number of units	Net price	Gross price
Stand for the qualification diagnostics of rail vehicle chassis during the move (new) CPV 34940000-8 Railway equipment 34943000-9 Railway monitoring systems 48000000-8 Software packages and IT systems 42990000-2 Various special purpose machines 30200000-1 Computer equipment	Qualification module-components -base-laser for measuring the geometry of wheelsets during a journey with high accuracy of the measurement results obtained, mobility resulting from the compact design of the module elements allowing them to be built without the need for specialized foundations Component characteristics: * modular construction, allowing easy and quick assembly, disassembly of the station * no need for specialized foundations * modules built in weather-resistant housings * high accuracy of the measurement results obtained * measurement of the required parameters during the journey allowing for shortening the measurement process (travel speed approx. 12 km / h) * one-man service -informatic to manage the information received * precise diagnostic information with tips dt. how to proceed * a database that allows you to track and compare changes over time * possibility of configuration (pairing) with other technological devices, such as a lathe lathe	1 kpl.		



	<p>-tensometric device for measuring the pressure of wheel sets on rails during transit as an additional diagnostic element showing the pressure distribution of the vehicle</p> <ul style="list-style-type: none"> * modular construction, allowing easy and quick assembly and disassembly of the station, (the weight of one module does not exceed 25 kg) * high accuracy of the measurement results obtained * measurement of the required parameters during the journey allowing for shortening the measurement process (travel speed approx. 12 km / h) * no interference in the track * no need for specialized foundations * one-man service <p>costs of purchase, installation, assembly, first start-up, transport, packaging, costs of checking and adapting purchased equipment, training. 1 set</p>		
--	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--	--

The Employer admits / ~~does not allow~~ the possibility of submitting partial offers.

Selection criterion: 90% price, 10% guarantee.

Description of the criteria and the way of evaluating offers:

1. The price is the total cost incurred by the Employer.
2. Description of criteria that the Employer will be guided by when choosing the offer along with the meaning of these criteria and the way of evaluating offers:

Price - 90%, guarantee - 10%, calculated as follows:

$$\frac{C_{no}}{C_{bo}} \times 90 \text{ points} = \dots \text{ points}$$

where "Cno" means the price of the cheapest offer, "Cbo" - the price of the offer.

+

$$\frac{G_{bo}}{G_{lo}} \times 10 \text{ points} = \dots \text{ points}$$

where "Gmo" means the warranty period in the offer with the longest warranty (not longer than 7 years), "Gbo" - warranty period in the tested offer, "Glo" - the maximum warranty period set by the orderer (7 years).

The required minimum warranty period is 2 years.

3. The Employer will choose the offer that will get the highest number of points, according to the above offer evaluation criterion.

The deadline for submitting offers by 2.03.2018, personally at the headquarters of ASCO RAIL Sp. z o.o., ul. Wielowiejska 53, 44-120 Pyskowice or by e-mail: biuro@ascorail.pl, artur.sonek@ascorail.pl.

Contact person:: Artur Sonek, **mail:** biuro@ascorail.pl, artur.sonek@ascorail.pl. tel .: 32 2304570, 32 3327003.

The deadline for the performance of the contract: until 30/04/2018.

Place of performance / delivery of the order: a branch of the company ASCO RAIL sp. O.o., ul. Piaskowa 2, 44-120 Pyskowice.

Exclusions

The order will not be awarded to entities related to the Beneficiary either personally or capitalally, ie the interrelation between the Beneficiary or persons authorized to incur liabilities on behalf of the Beneficiary or persons carrying out the Beneficiary's activities and preparing the contractor selection procedure and the contractor, in particular:

- a. participating in the company as a partner in a civil law partnership or partnership,
- b. owning at least 10% of shares or stocks,
- c. performing the function of a member of the supervisory or management body, proxy, attorney,
- d. remaining married, in a relationship of affinity or affinity in a straight line, second degree affinity or second degree affinity in the lateral line or in relation to adoption, care or guardianship.

Identification of changes to the terms of the contract concluded as a result of the public procurement procedure

1. The contract may be terminated by the party immediately if the other party, in spite of a written request, grossly and persistently violates the terms of the Agreement. The Contracting Authority reserves the right to terminate the contract without notice immediately if the Contractor breaches essential contractual provisions.

2. The termination of the Agreement shall not release the Parties from the obligation to settle any obligations arising from it to the other Party until the day of its dissolution.

3. The Employer allows the change of the concluded contract during its duration, in the following cases:

3.1 reduction of the price of the subject of the contract by the Contractor - in this case the remuneration of the Contractor will be reduced to the level of new prices offered by the Contractor;

3.2 changing the tax rate on goods and services - in this case, the Contractor's remuneration will be calculated taking into account the new VAT rate.

4. Every change and supplement to the Agreement will require an annex in writing under pain of nullity.

5. Apart from other cases specified in the text of the Agreement, amendments to the Agreement may be made in connection with the occurrence of circumstances that the Contracting Entity and the Contractor did not anticipate at the conclusion of the Agreement. The circumstances indicated above can not be caused by either the Employer or the Contractor, or by the Contractor and must have the effect that the Agreement can not be executed according to the original content, in particular because of a serious loss

threatening one of them or the inability to achieve the objective agreement. These circumstances may refer in particular to sudden changes in the legal status, rapid downturn, financial crises on the supranational level, the need to consider the impact of possible additional and replacement works on the implementation of the subject of the contract.

6. Notwithstanding the foregoing, the Employer allows the possibility of editorial changes to the Agreement and changes resulting from changes to the Parties disclosed in public records, as well as changes beneficial from the point of view of the implementation of the subject of the contract, in particular accelerating the implementation. In such a situation, the Parties will introduce appropriate changes to the contract verifying the current wording of the agreement or indicating new data resulting from changes in public registers or, respecting mutual interests, the principle of equality and equivalence of benefits and, above all, a consistent intention to perform the subject of the contract from the point of view of the subject of the contract.

7. The parties shall be exempt from liability for non-performance or improper performance of obligations under the contract, insofar as non-performance or improper performance of the obligation occurred as a result of force majeure, which should be understood as sudden, unpredictable and independent of the parties' will, making it impossible to perform the contract permanently or for some time. An event that could not be prevented or counteracted with due diligence.

8. A party who intends to demand an exemption from liability due to force majeure is obliged to notify the other party in writing, without undue delay, about its occurrence and cessation.

9. The occurrence of force majeure should be documented by the party relying on it.

10. In the event of a circumstance causing the performance of the contract is not in the public interest which could not have been foreseen at the time the contract was concluded, the Contracting Authority may withdraw from the contract within 30 days from becoming aware of these circumstances.

11. The Employer and the Contractor shall endeavor to amicably settle any disputes arising between them and resulting from the contract or remaining in direct or indirect connection with the contract, through direct negotiations.

12. Any disputes between the Parties arising in connection or under this Agreement, which can not be settled by way of negotiations, shall be resolved by the Court competent for the registered office of the Ordering Party.

13. In matters not covered by this contract, the provisions of the Civil Code and other generally applicable provisions referring to the subject of the contract shall apply.

PREZES ZARZADU

Artur Sonek

ASCO RAIL Sp. z o.o.
ul. Wielowiejska 53
44-120 Pyskowice
tel. +48 (32) 332 70 03
NIP 969-143-32-60