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Republic
of Poland

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MAŁOPOLSKA

14.05.2025

Order number: 2

Request for Quotation

Invitation to submit a quotation for a contract exceeding PLN 50,000 net in accordance with the principle of competitiveness outlined in the Guidelines for the Eligibility of Expenditures for the years 2021-2027.

In connection with the implementation of the project FEMP.08.07-IP.01-0124/23 entitled: *Development* of the Świat Marzeń Amusement Park in Inwałd through the purchase and installation of new entertainment equipment, increasing employment, innovation, competitiveness and the tourist and entertainment offer of Lesser Poland (*hereinafter referred to as the Project*) co-financed by the Just Transition Fund, run by MWD SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ we invite you to submit quotations for the supply of equipment for the amusement park.

§1

General provisions

1. Ordering Party:

"MWD SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ" with its registered office in Inwałd,

169 Wadowicka st., 34-120 Inwałd, TIN: PL5512439871

represented by Dariusz Maciejczyk - President of the Management Board

tel. 785 788 608, e-mail: darek@parkswiatmarzen.pl

Ordering party's website address: <https://parkswiatmarzen.pl/>

Order type: supplies

Place of receipt of the device by the Ordering Party: Contractor's facility/headquarters

2. Contract award procedure: in accordance with the principle of competitiveness.

3. The request for quotations together with attachments is published on the website <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/>

4. The Ordering Party allows for advance payments or installments for any part of the order, towards the performance of that part of the order.

5. The Ordering Party does not foresee reimbursement of costs related to participation in the procedure.

6. The annexes to this Request for Quotation constitute its integral part.

§2

Description of the subject of the order

Name given to the order by the Ordering Party: supply of amusement park equipment,

including Equipment No. 1: Single-row amusement park device featuring rotational

and vertical movement, Equipment No. 2: carousel with airplanes, Equipment No. 3: Amusement Park Device - Tower, Equipment No. 4: Amusement park device - pony-themed ride track., Equipment No. 5 : Break Dance-type Amusement park device.

1. Detailed description of the subject of the contract – specification of the subject and size or scope of the contract: Common Procurement Vocabulary (CPV):

37535000-7 Carousels, swings, shooting range equipment, and playground equipment

37535230-8 Playground carousels

43325000-7 Park and playground equipment

37500000-3: Games and toys, playground equipment

37530000-2: Outdoor play items, parlour or party games

The subject of the order is the supply of brand new, unused, undamaged, unencumbered by the rights of third parties or persons products of the type, quantity and with the features and parameters presented in Annexes No. 1a, 1b, 1c, 1d,1e, constituting an integral part of the Request for Quotation, in accordance with the descriptions of the individual parts of the order, within the scope, on the terms and with the parameters described in this Request for Quotation and the documents attached thereto, in order to equip an amusement park.

Each amusement park device must comply with the concept of universal design by applying at least the accessibility standards for the cohesion policy 2021-2027, as described in the Guidelines for the implementation of equality principles under the EU funds for the years 2021-2027.

Each amusement park device must be designed to provide services in such a way that they are usable by all, to the greatest extent possible, without the need for adaptation or specialized design, and without any discrimination. Universal design does not exclude the possibility of providing additional accommodations for individuals with disabilities, if needed.

A detailed description of the subject of the contract is provided in Annexes 1a, 1b, 1c, 1d,1e.

The scope of the subject matter of each part of the order includes:

- 1) sale to the Ordering Party of new, defect-free items described in the detailed description of a given part of the order, in the quantity, quality and parameters specified by the Ordering Party, together with all necessary accessories and other elements required for the correct operation of the amusement park equipment.

- 2) packing and loading into a container for transport to the Ordering Party's headquarters
 - 3) providing full documentation of the amusement park device, including warranty documents, operating instructions in Polish and/or English and necessary licensing documents, if applicable – no later than the date of delivery of the equipment,
 - 4) carrying out warranty repairs of the purchased Amusement Park Equipment in accordance with the warranty terms specified in the submitted offer.
2. The order is awarded in parts:
- a) Part 1 of the order covers the supply of goods of the type and quantity specified in Annex No. 1a,
 - b) Part 2 of the order covers the supply of goods of the type and quantity specified in Annex No. 1b,
 - c) Part 3 of the order covers the supply of goods of the type and quantity specified in Annex No. 1c,
 - d) Part 4 of the order covers the supply of goods of the type and quantity specified in Annex No. 1d,
 - e) Part 5 of the order covers the supply of goods of the type and quantity specified in Annex No. 1e,
3. Partial offers are permitted.
4. Number of parts of the order for which the contractor may submit an offer: from 1 to 5.
5. Maximum number of parts to which the contract can be awarded to the same contractor: 5.
6. The Contractor may submit one offer for each part of the order. Submission by the same Contractor of more than one offer for the same part of the Order will result in the rejection of all offers submitted by a given Contractor for a given part of the order.
7. The procedure covers part of the order. The value of the entire order is: PLN 3,615,365.00 net. The scope of the entire order includes the purchase of equipment for the amusement park. The remaining parts of the order will be awarded to contractors in separate proceedings. The remaining parts of the order include the delivery, assembly and start-up of equipment for the amusement park: inflatables and water parks.
8. Variant offers are not permitted.
9. All goods must have documents permitting their circulation and use, which the Contractor will provide to the Ordering Party along with the delivery.
10. It is not envisaged that contracts for the repetition of similar supplies will be awarded to the selected Contractors.
11. The delivered goods must comply with applicable standards and have documents required by law such as approvals, certificates, technical approvals, declarations of conformity, safety certificates, homologations, licenses and other

documents required for admission to use, which the Contractor will confirm by submitting a declaration in the Offer Form. These documents are intended to confirm that the offered supplies meet the requirements specified by the Ordering Party.

12. Order fulfillment requirements:

- a) The Contractor will agree on the date of collection with the Ordering Party by phone and e-mail: tel. 048 785 788 608, e-mail: darek@parkswiatmarzen.pl
- b) The Contractor undertakes to execute the order taking into account the essential provisions of the contract presented in Annex No. 5.
- c) Submission of an offer by the Contractor is tantamount to acceptance of the essential provisions of the contract presented in Annex No. 5.
- d) The contract must be implemented in a manner that is not in conflict with the requirements of the Charter of Fundamental Rights of the European Union (dated June 6, 2016, Official Journal of the EU C 202 of June 7, 2016) and does not violate its provisions.
- e) The contract must be implemented in a manner that is not in conflict with the Convention on the Rights of Persons with Disabilities, adopted in New York on December 13, 2006 (Journal of Laws 2012, item 1169, as amended), and does not violate its provisions.
- f) The offered device must ensure its use without any discrimination based on the criteria specified in Article 9(3) of the General Regulation.
- g) The executed contract must be in accordance with horizontal principles of gender equality and equal opportunities, and non-discrimination. The non-discriminatory nature of the contract requires the application of the principle of universal design and reasonable adjustments to ensure accessibility and the possibility of using the supported infrastructure, particularly through the application of the Accessibility Standards for Cohesion Policy 2021-2027.
- h) The execution of the contract cannot involve actions that cause significant harm to any of the environmental goals of the European Union, and no actions serving the execution of the contract may cause serious environmental harm, i.e., they must comply with the "do no significant harm" (DNSH) principle, as defined in Article 9(4) of the Regulation of the European Parliament and Council (EU) No. 2021/1060 of June 24, 2021.

13. The Ordering Party is responsible for ensuring full accessibility of the services offered through the use of the device subject to the contract, for people with various types of disabilities.

14. The Ordering Party indicates that the subject of the order is intended for use in Świat Marzeń Amusement Park in Inwałd.

§3

Order completion deadline

1. Order completion deadline: up to 340 days from the date of the contract signing,

2. Terms of payment for the order execution:
 - a) payment based on an invoice issued by the Contractor
 - b) required payment method: bank transfer
 - c) required payment deadline: within 10 days from the invoice issue date,
3. The ordering party allows advance payments towards the execution of the order, up to 100% of the net price.

§4

Conditions for participation in the procedure

1. An offer may be submitted by an entity that meets the conditions specified in this Request for Quotation, assessed on the basis of declarations contained in the content and attached to the offer form.
2. The Ordering Party does not require the submission of a bid bond.
3. Contractors who meet the conditions for participation in the procedure and are not subject to exclusion from the procedure may apply for the contract award, i.e.:
 - 3.1 they have the competencies or qualifications required to perform the activities or actions described in the subject of the contract, if the laws impose the obligation to have such qualifications - The Ordering Party requires a declaration to be submitted in the offer form in accordance with Annex No. 2. The condition will be met if the Contractor ensures that it has the competencies or qualifications to perform the activities and actions described in the subject of the order , if the laws impose the obligation to have such qualifications.
 - 3.2 are in an economic and financial situation that ensures the execution of the order - the Ordering Party requires a declaration to be submitted in the offer form in accordance with Annex No. 2. The condition will be met if the Contractor ensures that its economic and financial situation ensures the execution of the order.
 - 3.3 have the necessary knowledge and experience and have the technical potential and people capable of performing the order . The Ordering Party requires a declaration to be submitted in the offer form in accordance with Annex No. 2. This condition will be met if the Contractor ensures that it has the necessary knowledge and experience in the scope related to the subject of the request for quotation and has the technical potential and people capable of performing the subject of the order .
4. Fulfillment of the above conditions will be verified on the basis of a signed Declaration constituting an element of the Offer Form – Annex No. 2 to the Request for Quotation. The assessment of fulfillment of the above conditions will be made in accordance with the formula meets - does not meet.
5. In order to avoid a conflict of interests, the contract may not be awarded to entities affiliated with the Ordering Party or persons authorized to enter into commitments on behalf of the Ordering Party or persons performing on behalf of the Ordering Party activities related to the preparation and conduct of the

contractor selection procedure personally or financially, in a manner consisting in particular in:

- a) participating in a company as a partner in a civil partnership or a partnership, owning at least 10% of shares or stocks, unless a lower threshold is required by law, performing the function of a member of the supervisory or management body, proxy, legal/authorized representative,
- b) being in a marital relationship, a relationship of direct kinship or affinity, second-degree collateral kinship or affinity, or a relationship of adoption, guardianship, or custody, or cohabiting with the contractor, their legal representative, or members of the management or supervisory bodies of the contractors applying for the contract,
- c) being in such a legal or factual relationship that raises justified doubts regarding their impartiality or independence in connection with the procurement procedure.

The Ordering Party requires the Contractor to submit a declaration of the absence of the above-mentioned connections, which constitutes Annex No. 3 to the Request for Quotation. Fulfillment of the above-mentioned condition will be verified on the basis of a signed above-mentioned Declaration, which constitutes an annex to the Offer Form – Annex No. 3 to the Request for Quotation. The assessment of fulfillment of the above-mentioned condition will be made in accordance with the formula meets – does not meet.

- 6. Failure to meet any of the above-mentioned conditions despite the Contractor being requested to supplement/correct the documents and/or provide explanations shall result in rejection of the offer.
- 7. The contract may be awarded to a Contractor who is not subject to exclusion under Article 7 paragraph 1 of the Act on special solutions for counteracting support for aggression against Ukraine and protecting national security of 13 April 2022 (Journal of Laws, item 835) or under Article 5k of Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine (OJ EU No L 229 of 31.7.2014, p. 1), hereinafter referred to as 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 (OJ L 111, 08.04.2022, p. 1), hereinafter referred to as Regulation 2022/576.

The Ordering Party requires the Contractor to submit a declaration in the form in accordance with Annex No. 4. Fulfillment of the above condition will be verified on the basis of signed Declarations in accordance with Annex No. 4 constituting an annex to the Form of offers - Annex No. 2 to the request for quotation. The assessment of fulfillment of the above condition will be made in accordance with the formula fulfills - does not fulfill. The Contractor who does not fulfill the above requirements is subject to exclusion.

§5

Description of the Method for Preparing Offers

1. The offer must be made in writing in Polish or English.
2. The offer must be signed by the Contractor (the Contractor's authorized representative/representatives) in accordance with the manner of his representation. If the authorization to represent the person signing the offer does not result from the attached registration document, a power of attorney must also be attached to the offer.
3. The Ordering Party accepts a handwritten signature, a qualified electronic signature, or a trusted profile signature.
4. Amendments to the offer should be made legibly.
5. The offer must be accompanied by all declarations and other requested documents confirming fulfilment of the conditions for participation in the proceedings required by the provisions of this Request for Quotation.
6. If the information contained in the offer constitutes a secret which the Contractor reserves the right not to make available to other participants in the proceedings, it should be marked with the clause "Confidential Business Information"
7. The costs of submitting the offer are borne by the person submitting the offer.
8. The offer consists of the following documents:
 - a) a completed and signed offer form in accordance with Annex No. 2, together with declarations
 - b) a statement on lack of connections the Contractor and the Company in accordance with Annex No. 3 to this request for quotation
 - c) Contractor's statement in accordance with Annex No. 4 to this request for quotation
 - d) other documents:
 - an extract from an excerpt from the relevant register valid on the date of submission of offers or a certificate of entry in the business register, if separate regulations require an entry in the register or a notification to the business register (e.g. a document generated from the CEIDG or a document generated from the electronic Court Register Portal or the relevant register)
 - product documentation containing technical and functional parameters of the subject of the offer, including design or visualization
9. In this procedure, the offer of the Contractor will be rejected if:
 - a) submitted an offer that was inconsistent with the content of the request for quotation and did not supplement /correct the documents and/or did not provide explanations regarding the content of the submitted offer in response to the Ordering Party's request
 - b) submitted an incomplete offer and did not supplement the deficiencies in response to the Ordering Party's request,
 - c) presented false information in the offer
 - d) did not meet the conditions for participation in the proceedings

§6

Submitting offers

1. The offer should be submitted on the forms attached to this request by **13.06.2025**.
2. The offer should be submitted exclusively via the Competitiveness Database: <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/> in response to the Ordering Party's announcement .
3. Instructions for submitting offers via the Competitiveness Database can be found at the following link: <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/pomoc>
4. Any offer submitted after the deadline or in any other manner will not be evaluated.
5. The deadline for submitting an offer will be met if it reaches the Ordering Party before the deadline for submitting offers.
6. The date and time of receipt are decisive for meeting the deadline for submitting offers.
offer to the place indicated in point 2.

§7

Offer validity period

1. The contractor is bound by the offer for a period of at least 60 days.
2. The validity period of the offer begins upon expiry of the deadline for submitting offers.
3. In the event of a change in the deadline for submitting offers, the validity period of the offer shall begin upon expiry of the changed (new) deadline for submitting offers.

§8

Evaluation of Offers.

1. During the examination and evaluation of offers, the Ordering Party may request that Contractors provide explanations regarding the content of the submitted offers and supplement the documentation.
2. The Contractor is obliged to respond to the Ordering Party's question within 2 business days of asking the question, counted from the day following the day the question was asked. Questions will be sent to the Contractor at the e-mail address indicated in the offer.
3. If the Contractor has not submitted declarations confirming the conditions for participation in the procedure and the lack of grounds for exclusion or other documents necessary to conduct the procedure, has submitted an incomplete

offer that does not contain the required documents, declarations, if the documents are illegible or there are other errors in the offer, the Ordering Party may request their submission, supplementation, correction or provision of explanations within the time limit set by it , unless, despite their submission, supplementation or correction or provision of explanations, the Contractor's offer is subject to rejection or it would be necessary to invalidate the procedure. The request will be sent to the Contractor's e-mail address indicated on the Offer Form. The Ordering Party will specify in the request a deadline for the submission of documents, supplementation and explanations, which will be no shorter than 2 business days starting from the day following the date of sending the request. In the event of no response to the request within the specified time limit, the offer will be assessed on the basis of the information in its possession.

4. Failure to complete the documents or completing/correcting them in a way that does not allow determining whether the conditions for participation have been met or whether there are no grounds for exclusion will be grounds for rejection of the offer.
5. The Ordering Party reserves the right not to consider the offer any further, in particular if there is no response to the Ordering Party's request.
6. Only offers that are consistent with the description of the subject of the order and other requirements specified by the Ordering Party in the Request for Quotation will be evaluated, as well as offers whose deficiencies have been eliminated.
7. The Ordering Party reserves the right to request only the Contractor whose offer is assessed the highest to supplement/correct the documents and/or provide explanations regarding the content of the submitted offer.
8. If the Contractor whose offer is rated the highest fails to supplement the documents/declarations and/or fails to submit explanations within the specified deadline or refuses to conclude the contract, the Ordering Party may request the Contractor who submitted the offer rated the highest among the remaining offers to supplement the documents/declarations and/or submit explanations.

§9

Description of the Criteria that the Ordering Party Will Use to Select the Offer, Including the Significance of Each Criterion and the Method of Evaluating Offers

1. The Ordering Party will evaluate only those offers that are submitted by contractors not excluded by the Ordering Party from this procedure and are not rejected by the Ordering Party, submitted in response to the inquiry regarding parts 1, 2, 3, 4, 5 of the order presented in Annex No. 1a, 1b, 1c, 1d, 1e respectively, based on the following criteria for evaluating offers regarding parts 1, 2, 3, 4, 5 and their significance:

- 1) Total net price of the offer for the given part of the order – criterion weight 75%
- 2) Warranty period – criterion weight 5%
- 3) Order completion date – criterion weight 20%

2. Method of Evaluating Offers

2.1 **Total net price of the offer for the given part of the order** – weight 75%, number of points that can be obtained: 75 points

Points awarded for the criterion " Total net price of the offer for the given part of the order" will be calculated according to the following formula:

$$C = (C_{min} : C_o) \times 75$$

Where:

C - number of points awarded to a given offer for a given part of the order

C_{min} – the lowest price among eligible offers for a given part of the order

C_o - the price given by the contractor for a given part of the order for which the result is calculated

2.2 The price of the goods described in parts 1a, 1b, 1c, 1d, 1e of the order includes the net price of the device as well as packaging and loading into a container for transport to the Ordering Party's registered office.

2.3 The Ordering Party is responsible for transport.

2.4 The Contractor is obliged to include in the offer price all costs necessary for the proper and full execution of the order and all fees resulting from applicable regulations.

2.5 The price should include all costs related to the execution of the subject of the order in accordance with the requirements of the request for quotation, which influence the final offered price of the subject of the order.

2.6 The correct determination of the value added tax is the responsibility of the Contractor, in accordance with the provisions of the Act on Value Added Tax and Excise Duty.

2.7 The price should be expressed in Polish zloty (PLN) or in EUR: numerically, separating VAT, with an accuracy of no more than two decimal places.

2.8 There can only be one price.

2.9 In the event of a price given in a foreign currency, the Ordering Party shall convert it to Polish zloty (PLN) at the average exchange rate of the National Bank of Poland, published on the website www.nbp.pl on the day falling on the deadline for submission of offers. For the purposes of selecting the most advantageous offer in this procedure, the price subject to evaluation will be the price expressed in PLN.

2.10 The quoted price remains valid during the offer validity period.

- 2.11 The price must be presented in the Offer Form.
- 2.12 If the Ordering Party finds that the offered price or cost seems abnormally low in relation to the subject of the order, 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 executing the subject of the order in accordance with the requirements specified in the request for quotation or resulting from separate regulations, the Ordering Party requests the Contractor to submit explanations within a specified period, including evidence of the calculation of the price or cost. The Ordering Party assesses these explanations in consultation with the Contractor and may reject this offer only if the submitted explanations together with the evidence do not justify the price or cost stated in this offer.

3. warranty period – weight 5%, number of points that can be obtained: 5 points
Points awarded for the “warranty period” criterion will be calculated according to the following formula:

36 months warranty period - 5 points
24 months warranty period - 0 points

- 3.1 The warranty period for the goods specified in the description of parts 1, 2, 3, 4, 5 of the order must be indicated by the Contractor in the offer form, which constitutes Annex No. 2 to this inquiry.
- 3.2 The contractor may receive a maximum of 5 points in the “warranty period” criterion.
- 3.3 The minimum required warranty period is 24 months and must be declared in full months.
- 3.4 The minimum warranty period required by the Ordering Party is 24 months, the expected maximum warranty period is 36 months. The Ordering Party requires a warranty period of only 24 or 36 months.
- 3.5 If the Contractor indicates in the offer a warranty period shorter than 24 months, its offer will be rejected as not corresponding to the content of the request for quotation.
- 3.6 The maximum warranty period for which the Ordering Party will award points in this criterion is 36 months. If the Contractor offers a warranty period longer than 36 months, the Ordering Party will award such an offer the number of points as for a warranty period of 36 months.
- 3.7 If the Contractor offers a warranty period longer than 24 months but shorter than 36 months, the Ordering Party will assume a warranty period of 24 months for calculating the point value.
- 3.8 If the Contractor offers a warranty period longer than 36 months, the maximum period specified in the request for quotation, i.e. 36 months, will be adopted for

the evaluation of offers, while the warranty period specified in the offer will be entered in the contract.

- 3.9 If the Contractor does not indicate a warranty period in the offer, the minimum period specified in the request for quotation, i.e. 24 months, will be adopted for the evaluation of offers and a warranty period of 24 months will be included in the contract.

4. Deadline for order completion – criterion weight 20%, number of points that can be obtained: 20 points

Points awarded for the criterion " Order completion date " will be calculated according to the following formula:

Execution of the order within 215 days of concluding the contract – 20 points

Execution of the order within 340 days of concluding the contract - 0 points

4.1 The Contractor must specify the deadline for the completion of the order in the offer form, which constitutes Annex No. 2 to this inquiry.

4.2 Contractor in the criterion " Order completion date" can receive a maximum of 20 points.

4.3 The deadline for completing the order must be declared, specified in full days.

4.4 The order completion date required by the Ordering Party is up to 340 days, the expected order completion date is up to 215 days. The Ordering Party requires an offer of an order completion date only up to 215 days or up to 340 days.

4.5 If the Contractor indicates in the offer a deadline for completing the order longer than 340 days, its offer will be rejected as not corresponding to the content of the request for quotation.

4.6 The minimum order completion period for which the Ordering Party will award points in this criterion is up to 215 days. If the Contractor offers an order completion period of less than 215 days, the Ordering Party will award such an offer the number of points as for an order completion period of up to 215 days.

4.7 If the Contractor offers an order completion date longer than 215 days but shorter than 340 days, the Ordering Party will assume an order completion date of up to 340 days for calculating the point value.

4.8 The offers will be assessed on the basis of the Contractor's declarations submitted on the offer form constituting Annex No. 2 to this Request for Quotation.

5. Offers will be evaluated separately for each part of the order.

6. After evaluating the criteria, the points awarded separately for each criterion will be summed, and this total will constitute the final evaluation of the offer.

7. The number of points awarded to each of the evaluated offers will be calculated according to the formula below.

$$\text{Pts} = C + G + T$$

Where:

Pts – total number of points awarded to the offer,

C – number of points awarded to the offer based on the price criterion, max. 75 points

G - number of points awarded to the offer based on the warranty period criterion, max. 5 points

T - number of points awarded to the offer based on the criterion of order completion date, max. 20 points

8. The most advantageous offer for the part 1 of the order will be the offer submitted for that part of the order that obtains the highest number of points being the sum of points for meeting the criteria relating to part 1 of the order.
9. The most advantageous offer for the part 2 of the order will be the offer submitted for that part of the order that obtains the highest number of points being the sum of points for meeting the criteria relating to part 2 of the order.
10. The most advantageous offer for the part 3 of the order will be the offer submitted for that part of the order that obtains the highest number of points being the sum of points for meeting the criteria relating to part 3 of the order.
11. The most advantageous offer for the part 4 of the order will be the offer submitted for that part of the order that obtains the highest number of points being the sum of points for meeting the criteria relating to part 4 of the order.
12. The most advantageous offer for the part 5 of the order will be the offer submitted for that part of the order that obtains the highest number of points being the sum of points for meeting the criteria relating to part 5 of the order.
13. If the sum of points obtained by Contractors for the same part of the order is equal, the contractor's offer with the lower price will be deemed the most advantageous.
14. The Ordering Party will award the contract for a given part of the order to the contractor whose offer was selected as the most advantageous.
15. Selecting the most advantageous offer does not imply the Ordering Party's obligation to conclude a contract with the Contractor.
16. An agreement will be signed with the Contractor who submits the most advantageous offer and is invited to conclude the agreement, the minimum scope of which is the Important Provisions of the Agreement – Annex No. 5
17. As a result of the procedure, contracts will be concluded for the execution of each part of the order separately.
18. The Ordering Party will indicate the date and place to the Contractor signing the Contract.
19. If the Contractor whose offer was selected refuses to conclude a public procurement contract, the Ordering Party may select the most advantageous offer from among the remaining offers.

20. When submitting an offer, the Contractor is required to provide the above data in the Offer Form. Only the information provided in the Offer Form will be assessed.
21. Settlements between the Ordering Party and the Contractor will be conducted in the currency specified in the offer.
22. Calculations according to the above formulas will be made to two decimal places, according to the rule that the third digit after the decimal point from 5 up causes the second digit after the decimal point to be rounded up by 1. If the third digit after the decimal point is lower than 5, the second digit after the decimal point does not change.
23. If the Contractor whose offer was selected withdraws from concluding a contract with the Ordering Party within the time limit specified by the Ordering Party, the Ordering Party shall conclude a contract with the Contractor who obtained the next highest number of points in the contract award procedure for a given part.

§10

Type, scope, nature of changes to the contract and conditions for their introduction:

1. The Ordering Party informs that the contract for the execution of the order includes provisions allowing for the possibility of making changes to the provisions of the contract's content
2. Amendments to the order execution contract may not lead to a change in the nature of the contract.
3. **The Contractor and Ordering Party cannot** make significant changes to the terms of the concluded contract in relation to the content of the offer on the basis of which the Contractor was selected, unless:
 - a) the changes were provided for in the request for quotation in the form of clear contractual provisions that define their scope and nature and the conditions for introducing the changes,
 - b) the changes concern the implementation of additional deliveries or services from the current Contractor, not covered by the basic order, provided that they have become necessary and the following conditions have been met:
 - i) the change of Contractor cannot be made for economic or technical reasons, in particular concerning the interchangeability or interoperability of equipment, services or installations ordered under the basic contract,
 - ii) a change of Contractor would cause significant inconvenience or a significant increase costs for the Ordering Party,
 - iii) the value of the changes does not exceed 50% of the value of the order originally specified in the contract,

- c) the change does not lead to a change in the general nature of the contract and the following conditions are met:
 - i) the need to amend the contract is caused by circumstances which the Ordering party, acting with due diligence, could not have foreseen,
 - ii) the value of the changes does not exceed 50% of the value of the order originally specified in the contract,
- d) the Contractor to whom the Ordering Party awarded the contract is to be replaced by a new Contractor:
 - i) as a result of succession, assuming the rights and obligations of the Contractor, as a result of takeover, merger, division, transformation, bankruptcy, restructuring, inheritance or acquisition of the previous Contractor or its enterprise, provided that the new Contractor meets the conditions for participation in the procedure and does not entail other significant changes to the contract and is not aimed at avoiding the application of the principle of competition, or
 - ii) as a result of the Ordering Party taking over the Contractor's obligations towards its subcontractors – in the event of a change of subcontractor, the Ordering Party may conclude a contract with a new subcontractor without changing the terms of execution of the order, taking into account the payments made for the work performed so far,
 - iii) the amendment does not lead to a change in the overall nature of the contract and the total value of the amendments is less than EUR 140,000 in the case of deliveries and services and simultaneously less than 10% of the value of the order originally specified in the contract in the case of orders for services or delivery.
- 4. The Ordering Party provides for the possibility of changing the concluded contract in the following cases:
 - a) objective reasons beyond the control of the Ordering Party or the Contractor,
 - b) circumstances that could not be foreseen at the time of conclusion of the contract or such changes are necessary,
 - c) events occurring during the performance of the contract resulting from so-called force majeure (e.g. natural disasters, violent political or economic events, etc.),
 - d) a change in the delivery date independent of the parties to the contract,
 - e) changes in the regulations applicable to the performance of the contract or the interpretation of the regulations, in particular changes in the rate of tax on goods and services, if it affects the amount of remuneration due to the Contractor;
 - f) the occurrence of circumstances (events) over which the Parties to the contract had no influence, and these circumstances (events) concerned the action or omission of: third parties or bodies, in relation to the circumstances accompanying the conclusion of the contract, and having an objective, direct or indirect influence in a way that significantly hinders or makes impossible the fulfillment of the obligations of the Parties to the contract, in the manner originally specified in the contract;

- g) the possibility of using newer and more advantageous technological or technical solutions for the Ordering Party than those existing at the time of signing the contract.
- h) the need to update solutions if the use of solutions provided for in the offer would result in non-fulfilment or defective fulfilment of the order,
- i) changes to the deadline for the performance of the Contract due to reasons resulting from the occurrence of events caused by "force majeure" (i.e. sudden events occurring independently of the Parties to the Contract, which are beyond the control of the Parties to the Contract, the duration of which the Parties have no influence on, and the occurrence of which makes it impossible to fulfill any of the obligations arising from the Contract);
- j) changes in the value of the Contract – in the event of an increase or decrease in the rates of value added tax concerning the subject of the order, as a result of an amendment to the Act of 11 March 2004 on value added tax (Journal of Laws 2011, No. 177, item 1054, as amended), which will enter into force after the date of conclusion of the contract and before the Contractor performs the obligation after the performance of which the Contractor is entitled to receive remuneration. The Contractor's remuneration may be increased or decreased accordingly if, as a result of the application of the changed rates of value added tax, the amount of tax due and the Contractor's remuneration taking into account the value added tax change. The change in the value of the contract in the scope concerning the Contractor's remuneration will be made in such a way that the remuneration due to the Contractor for the performance of the contract will be calculated taking into account the VAT rate applicable on the date of issuing the VAT invoice
- k) changes to the subject of the contract – in particular if the product that is the subject of the offer has been withdrawn from the market or its production has been discontinued, and the product proposed by the Contractor has no worse features, parameters and functionality than the product that is the subject of the contract and then those specified for the changed product in the detailed description of the order in Annex 1a, 1 b, 1c, 1d, 1e*
- l) when the changes are justified in terms of the manner of performing the subject matter of the contract,
- m) when the Ordering Party receives recommendations from the Intermediary Institution containing changes to the scope of tasks, deadlines for completion or establishing additional provisions to which the Contractor will be obliged,
- n) changes in the parameters of the subject of the contract, changes in the material scope of the contract and changes in the manner of executing the order, not leading to a change in the nature of the contract technological changes, in particular: the need to execute the order using other technical/technological and material solutions than those indicated in the request for quotation, in a situation where the use of the originally planned solutions would result in non-execution or defective execution of the contract;

- o) where a new Contractor is to replace the previous Contractor as a result of succession, assuming the rights and obligations of the Contractor, following a takeover, merger, division, transformation, bankruptcy, restructuring, inheritance or acquisition of the previous Contractor or its enterprise, provided that the new Contractor meets the conditions for participation in the procedure, there are no grounds for exclusion in relation to it and it does not entail other significant changes to the contract, and it is not intended to avoid the application of the provisions on the award of public contracts
 - p) when a new Contractor is to replace the previous Contractor as a result of the Ordering Party taking over the Contractor's obligations towards its subcontractors – in the event of a change of subcontractor, the Ordering Party may conclude a contract with the new subcontractor without changing the terms of execution of the order, taking into account the payments made for the work performed so far.
- Any changes of above point nr. 3 (from a to e) and point nr. 4 (from a to p) must be made in writing and with the consent of both parties.
- 5. In the event of the occurrence of circumstances referred to in point 4, to the extent affecting the course of execution of the order, the deadline for completion of the contract may be extended accordingly by the time necessary to properly complete the performance of the subject of the Contract.
 - 6. The occurrence of any of the above-mentioned circumstances does not constitute an absolute obligation of the Ordering Party to make such changes, nor can it constitute a basis for the Contractor's claims to make them.
 - 7. The Ordering Party also provides for the possibility of making insignificant changes to the provisions of the concluded contract in relation to the content of the offer on the basis of which the Contractor was selected.
 - 8. The Ordering Party envisages the possibility of clarifying and/or detailing the provisions specified in the contract if such a need results, among others, from the specificity of the subject of the contract and/or will have a positive impact on the proper understanding of the content of the provision and/or will systematize the principles of cooperation between both Parties and/or the implementation of the contract.
 - 9. Any amendments to the provisions of the contract must be made in writing and with the consent of both parties.**
 - 10. Any amendments to the provisions of the contract must be made in the form of a written annex to the contract (under penalty of nullity). The Ordering Party requires the Contractor to provide a written justification for any proposed amendment.**
 - 11. Changes not relating to the provisions of the contract, e.g. when for organizational reasons it is necessary to change the contact details specified in the contract, when the bank account number of one of the Parties changes, will be made by submitting a written statement of the Party concerned by these changes to the other Party.

§11

Withdrawal from the contract

1. The Ordering Party may withdraw from signing the contract if the price of the best offer exceeds the funds allocated and available in the Project budget for the execution of the subject of the order.
2. The Ordering Party reserves the right of withdrawing from the contract, particularly in the following cases:
 - a) the delay in the execution of the subject of the Contract exceeds 60 calendar days in relation to the deadline specified in § 4 of the Contract.
 - b) the contractor has completed the subject of the order that does not meet the requirements specified in the contract or its appendices.
 - c) the sum of contractual penalties charged under the Contract exceeds the value of the total net remuneration specified in § 7 of the Contract,
 - d) the contractor has withdrawn from performing the subject of the contract after signing the contract and has notified the Ordering Party of this,
 - e) the Ordering Party is unable to fulfill its obligations due to reasons beyond its control and unforeseen circumstances or events occurred during the performance of the contract resulting from so-called force majeure (e.g. natural disasters, violent political or economic events, etc.),
3. A statement of withdrawal must be made in writing.

§12

Administrative information

1. The Contractor may request the Ordering Party to clarify the content of the request for quotation and its attachments by **02.06.2025**.
2. The Ordering Party will respond to the question without undue delay, on working days from Monday to Friday.
3. Communication in the procurement procedure, in particular from the publication of the notice until the deadline for submitting offers, takes place via the [competitiveness database](https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/) (hereinafter: BK2021)
<https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/>
4. Communication in the procurement procedure, including the announcement of the request for quotation, submission of offers, exchange of information between the Ordering Party and the Contractor and the transmission of documents and declarations shall be carried out in writing via BK2021, subject to point 4.1.
- 4.1 Exceptionally, it is possible to refrain from the communication specified in point 3 if:
 - a) the nature of the order requires the use of tools, devices or file formats that are not supported by BK2021, or
 - b) the applications for handling file formats that are suitable for preparing offers or competition works use file formats that cannot be handled by any other

open source or generally available applications, or they are covered by a license and cannot be made available for downloading or remote use by the ordering party, or

- c) The ordering party requires the submission of a physical model, scale model or sample that cannot be provided via BK2021, or
 - d) this is necessary due to the need to protect particularly sensitive information, which cannot be sufficiently guaranteed using BK2021.
5. Questions and answers during the procurement procedure may be asked and provided on the website
<https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/>.
 6. Refraining from communication via the competitiveness database is permissible to the extent that it is not possible to maintain the method of communication in BK2021.
 7. Due to the space limit for attachments in BK2021, if there is no space to add attachments, the Ordering Party may post them outside BK2021 on its website - and include a link to them in the announcement in BK2021.
 8. In the event of a large number of attachments provided by the Contractor, the Ordering Party may inform about the withdrawal from communication via BK2021 if the number or size of files exceeds the technical capabilities of BK2021.
 9. The method of communication in the procurement procedure resulting from a justified withdrawal from communication in BK2021 is written communication by e-mail to the address darek@parkswiatmarzen.pl
 10. If on the last day for the submission of offers it is not possible for the Contractor to submit an offer to BK2021 due to technical problems on the part of BK2021, the deadline for submitting the offer is automatically extended until the end of the next business day.
 11. Contractors are obliged to constantly monitor the announcement of the Ordering Party's Request for Quotation on the competitiveness database portal in order to familiarize themselves with all possible questions and answers from the Ordering Party affecting the content of the offers being prepared.
 12. The proceedings are conducted in Polish and English.
 13. In case of discrepancies, the documentation in Polish shall prevail.
 14. The Ordering Party reserves the right to:
 - a) supplement the content of the request for quotation and change the terms of the contract award, which will be posted on the BK2021 portal, and in cases where the changes could affect the content of the offers submitted in the procedure, the Ordering Party will extend the deadline for submitting offers
 - b) invalidation of the proceedings at any stage without giving any reason
 - c) leaving without consideration an offer that does not comply with the requirements of this request for quotation;
 - d) extension of the deadline for submission of offers;
 - e) invalidation of the procurement procedure if all submitted offers are subject to rejection or the cost of the most advantageous offer or the offer with the

lowest price exceeds the amount that the Ordering Party intends to allocate to finance the order, with the Ordering Party reserving that it may consider increasing the amount that it intends to allocate to finance the order, however, the Contractors will not have any claim to increase this amount.

15. In the event of the circumstances referred to in point 14, the Contractors shall not be entitled to any claim against the Ordering Party.
16. The Ordering Party informs potential contractors conducting unregistered activities about the necessity to publish data in the offer form. The necessary, minimum scope of data is: name and surname, Tax Identification Number, registered office or address. The publication of these personal data is necessary due to the implementation of the basic objective of the principle of competition: transparency (clearness) and equal treatment of potential contractors. The contractor's consent to the publication of these data is not a condition for the possibility of their publication, which results from the content of art. 6 sec. 1 item b) of the GDPR.
17. The Ordering Party will immediately notify all entities that submitted offers within the set deadline about the selection of the most advantageous offer by publishing the result of the procedure in BK2021.

**INFORMATION CLAUSE UNDER ART. 13 GDPR
FOR USE BY CONTRACTING AUTHORITIES IN CONNECTION WITH PUBLIC
PROCUREMENT PROCEDURES**

In accordance with Article 13 paragraphs 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) (OJ EU L 119, 4.5.2016, p. 1), hereinafter referred to as "GDPR", I inform you that:

1. the administrator of your personal data is MWD Sp. z o. o. with its registered office in Inwałd, 169 Wadowicka St., 34-120 Andrychów, disclosed in the register of entrepreneurs maintained by the District Court for Kraków-Śródmieście in Kraków, XIIth Commercial Division of the National Court Register under the KRS number 0000245337, with the Tax Identification Number (NIP) 5512439871 and the REGON statistical number 120144447.
2. You can contact the personal data administrator in matters concerning the protection of your personal data. via the contact form on the website (<https://www.parkswiatmarzen.pl/kontakt/>), by e-mail at marketing@parkswiatmarzen.pl , by phone at +48 696 080 944 or in writing to the company's registered office address.
3. Your personal data will be processed pursuant to Article 6 paragraph 1 letter c of the GDPR for the purpose of this procurement procedure.

4. The recipients of your personal data will be persons or entities to whom the documentation of the proceedings will be made available based on generally applicable legal provisions
5. Personal data will be retained for the period of limitation of claims and the duration of the project being carried out by the Ordering Party, taking into account the period for possible verification of the proper execution of the project, in accordance with the principle of competitive selection of the contractor, based on commonly applicable legal regulations.
6. Your personal data will be stored during the archiving of project documentation implemented under the European Funds for Małopolska Programme 2021-2027
7. The obligation to provide personal data is a statutory requirement resulting from generally applicable legal provisions related to participation in the procurement procedure; the consequences of failure to provide certain data result from the regulations described above;
8. The obligation to provide your personal data directly concerning you is a statutory requirement specified in the provisions related to participation in the contract award procedure under the European Funds for Małopolska Programme 2021-2027
9. in relation to your personal data, decisions will not be made in an automated manner, pursuant to Article 22 of the GDPR
10. you have:
 - pursuant to Article 15 of the GDPR, the right to access your personal data concerning you
 - pursuant to Article 16 of the GDPR, the right to rectify your personal data **
 - under 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 paragraph 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;
11. you are not entitled to:
 - in connection with Article 17 paragraph 3 (b), (d) or (e) of the GDPR, the right to delete personal data
 - the right to transfer personal data, as referred to in Article 20 of the GDPR
 - under Article 21 of the GDPR, the right to object to the processing of personal data, as the legal basis for the processing of your personal data is Article 6 paragraph 1 © of the GDPR.

Attachments:

- 1a) Detailed description of the subject of the order in part 1 of the order
- 1b) Detailed description of the subject of the order in part 2 of the order
- 1c) Detailed description of the subject of the order in part 3 of the order

- 1d) Detailed description of the subject of the order in part 4 of the order
 - 1e) Detailed description of the subject of the order in part 5 of the order
 - 2) Offer form
 - 3) Statement on lack of connections
 - 4) Contractor's Statement regarding grounds for exclusion
 - 5) Important provisions of the contract
- And documentation in English