**Appendix No. 1 to the Request for Quotation**

**OFFER FORM**

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(Place and date)

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Name and address

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

telephone number, e-mail address of the Contractor

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Contractor's Tax Identification Number

**WOK spółka z ograniczoną odpowiedzialnością**

streetPodgórna 104

87-300 Brodnica

NIP 8741775997

With reference to the Request for Quotation **for the purchase of a packaging line large-sized** for the needs of WOK SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ implemented under the National Reconstruction and Resilience Plan (KPO), Component A "Resilience and competitiveness of the economy", KPO - A2.1.1. Investments supporting robotization and digitization in enterprises We offer implementation of the subject of the order in accordance with the request for quotation for the price:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **no** | **Subject of the valuation** | **net price**  **along with the currency** | **Service response time in hours** | **Warranty in months** |
| **1** | **Line for large-size packaging** |  |  |  |

1. We declare that we have read the request for quotation and attachments and have no objections.
2. We declare that we have obtained all necessary information to prepare the offer.
3. We declare that we have read the terms of the contract and have no objections to them.
4. We declare that the above price covers the fulfillment of all the Contractor's obligations described in the request for quotation and attachments.
5. We declare that the offer is valid **until ……………………… (min. 60 days from the deadline for submitting offers)**
6. We declare **that** documents confirming authorization to represent the Ordering Party can be obtained using **free and publicly available** [[1]](#footnote-2)databases, at the Internet address:

* \* [https://ems.ms.gov.pl/krs/znajniepodmotywu](https://ems.ms.gov.pl/krs/wyszukiwaniepodmiotu)

*(applies to entities entered in the National Court Register [KRS]),*

* \* <https://prod.ceidg.gov.pl/ceidg/ceidg.public.ui/Search.aspx>

*(applies to entities entered in the Central Register and Information on Economic Activity [CEIDG])*

* \*-.................................................. ......... (enter the appropriate internet address in the case of databases other than those indicated above)

*\*please select and mark the option appropriate for the given type of Contractor.*

***In the case of representation based on a power of attorney, it must be attached to the offer***

1. **The appendices** to this Offer, constituting its integral part, are:
2. Declaration of no grounds for exclusion from participation in the proceedings.
3. Technical and operational parameters
4. The Contractor's declaration regarding the fulfillment of the information obligations provided for in Art. 13 or art. 14 GDPR
5. Power of attorney – if applicable.
6. Other:……. (if applicable)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(legible signature of the Contractor or person authorized to represent)*

**Annex No. 2 to the Request for Quotation**

**STATEMENT**

**ON THE LACK OF GROUNDS FOR EXCLUSION FROM PARTICIPATION IN THE PROCEEDINGS**

When submitting an offer to a request for quotation **for the purchase of a large-size packaging line** for the needs of WOK Spółka z ograniczoną odpowiedzialnością implemented under the National Reconstruction and Resilience Plan (KPO), Component A "Resilience and competitiveness of the economy", KPO - A2.1.1. Investments supporting robotization and digitization in enterprises I declare (we declare) that **there are no grounds for excluding me (us) from the contract award procedure** due to personal or capital connections with the Ordering Party, i.e. mutual connections between the Ordering Party or persons authorized to enter into obligations on behalf of the Ordering Party or persons performing duties on behalf of the Ordering Party. the Ordering Party's activities related to the conduct of the Contractor selection procedure and the Contractor, including in particular:

* 1. participating in a company as a partner in a civil partnership or partnership.
  2. owning at least 10% of the share or shares (unless a lower threshold results from legal provisions).
  3. acting as a member of the supervisory or management body, commercial proxy or proxy.
  4. being married, in a relationship of consanguinity or affinity in the direct line, consanguinity or affinity in the collateral line up to the second degree, or being in a relationship by virtue of adoption, guardianship or guardianship, or cohabiting with the Contractor, his legal representative or members of the managing bodies or bodies supervisory bodies of Contractors applying for the contract.
  5. being in such a legal or factual relationship with the contractor that there is justified doubt as to their impartiality or independence in connection with the contract award procedure.

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*Place and date (legible signature of the Contractor or person authorized to represent)*

**Annex No. 3 to the Request for Quotation**

**TECHNICAL AND UTILITY PARAMETERS OF THE SUBJECT OF THE ORDER**

(please complete and confirm compliance with technical parameters)

|  |  |  |  |
| --- | --- | --- | --- |
| **No** | **Minimum parameters required by the Ordering Party** | **Confirmation of the parameters offered by the Contractor by entering YES/NO, respectively** | **Comments** |
|
| **ACQUISITION OF A LARGE-SIZE PACKAGING LINE** | | | |
| **LARGE-SIZE PACKAGING LINE should meet the following requirements:** | | | |
|  | Maximum format: 2500x5000 mm |  |  |
|  | Sheet feed speed: up to 1.5 m/s |  |  |
|  | Possibility of processing 3-layer cardboard (B, C, E flutes); 5-layer (BC, EB wave) and 7-layer |  |  |
|  | Automatic line changeover in up to 60 seconds |  |  |
|  | Ability to remember setting parameters for various orders |  |  |
|  | Integration with the online service |  |  |
|  | Ability to collect and save changes made to order settings |  |  |
| **The line for large-size packaging should be equipped with:** | | | |
| **1** | **Automatic receiving segment** | | |
|  | Loading sheets directly from the pallet |  |  |
| **2** | **Longitudinal creasing segment** | | |
|  | Longitudinal creasing with the option of creasing, perforating or perfoving |  |  |
| **3** | **Printing segment** | | |
|  | Flexographic printing |  |  |
|  | Two printing modules, each with a minimum print size of 500x1000 mm |  |  |
|  | Possibility of dividing the module into two parts for printing two colors |  |  |
| **4** | **Crosswise creasing segment** | | |
|  | Cross-creasing with automatically selected counter-crease |  |  |
| **5** | **Slotting segment** | | |
|  | Use of a rotary die for slotting |  |  |
| **6** | **A fashion-formatting segment** | | |
|  | Cutting out fashion elements |  |  |
|  | Cross formatting with the possibility of burnishing the glue tongues |  |  |
|  | Longitudinal sheet formatting |  |  |
| **7** | **Automatic receiving segment** | | |
|  | Automatic formatting with sheet cutting (overlapping circular knives) |  |  |
|  | Automatic glue application |  |  |
|  | Automatic putting on a pallet |  |  |

* If the answer is negative (NO), the Contractor is obliged to indicate (in addition to the page number) the equivalence of the offered parameter   
  in the **"Comments" column** . At the same time, I would like to inform you that the offered equivalence cannot be worse than the requirements of the Ordering Party.
* If the Subject of the order is described using standards, approvals, technical specifications, the Ordering Party allows equivalent solutions. In such a case, the Bidder is obliged to indicate the scope of equivalence in this annex in the "comments" column. The description of the proposed equivalent solutions must be detailed enough to enable the Ordering Party, when assessing the offers, to assess the fulfillment of the requirements regarding their functional properties, quality and parameters and to decide whether the proposed solutions are equivalent.
* Equivalent solutions should be understood as those that present a description of the subject of the order with the same or better technical, qualitative and functional parameters that meet the minimum parameters specified by the Ordering Party, but marked with another, e.g. trademark, patent or origin, standard or approval. **A contractor who refers to equivalent solutions in the subject of the contract described by the Ordering Party is obliged to prove that the solutions proposed by him equally meet the requirements specified in the request for quotation.**
* The Ordering Party requires the Contractor to submit appropriate documents confirming the use of equivalent solutions. If the Contractor does not submit documents regarding the use of other equivalent materials or solutions in the offer, it is understood that the materials proposed in the detailed description of the subject of the order were included in the calculation of the offer price and execution of the subject of the order; therefore, the Contractor is obliged to use the materials or solutions proposed in the Detailed description of the subject of the order to complete the order.

………………………………………….………. …………..…………….………………....…………………

*(place, date ) (legible signature of the Contractor or person authorized to represent)*

**Annex No. 4 to the Request for Quotation**

**The Contractor's declaration regarding the fulfillment of the information obligations provided for in Art. 13 or art. 14 GDPR**

I declare that I have fulfilled the information obligations provided for in Art. 13 or art. 14 GDPR towards natural persons from whom I obtained personal data directly or indirectly in order to apply for the contract in this procedure.

|  |  |
| --- | --- |
|  |  |
| Place and date | Name, surname and signature of the Contractor or the Contractor's authorized representative |

**Annex No. 5 to the Request for Quotation**

**IMPORTANT PROVISIONS OF THE AGREEMENT**

1. **Contractual penalties:**
2. In the event of a delay in the execution of the contract by the Contractor, the Ordering Party is entitled to contractual penalties in the amount of:

* 2% of the net order price for each full week of delay in the execution of the contract exceeding the deadline specified in the contract.
* 0.5% of the net order price for each day of delay exceeding the deadline set by the Ordering Party for the removal of defects under the warranty or guarantee.

1. The maximum amount of the contractual penalty imposed on the Contractor may not exceed 15% of the entire net order value.
2. The reservation of contractual penalties does not deprive the Ordering Party of the right to demand compensation under the general principles provided for by law.
3. The Ordering Party is entitled to claim compensation exceeding the amount of contractual penalties stipulated in the contract and any claims for non-performance or improper performance of the subject matter of the contract.
4. Contractual penalties will be payable within 14 days from the date of receipt of the interest note by the Contractor.
5. **Financing:**
   * + 1. The Ordering Party undertakes to pay the Contractor the remuneration resulting from the offer. The basis for issuing a VAT invoice is the unreserved acceptance report of the subject of the order, signed by both parties, subject to point. 2).
       2. The Ordering Party provides for prepayments and/or partial payments based on advance/partial invoices. The Ordering Party also allows settlement on the basis of the final invoice.

15% of the price will be payable after commissioning and protocol acceptance.

Detailed payment terms will be agreed upon at the contract stage with the selected Contractor.

3. Payment will be considered made on the day on which the bank debits the Ordering Party's account.

1. **Acceptances:**

The Ordering Party expects to carry out partial and/or final acceptance. The basis for payment of the remuneration will be the final acceptance report signed without any reservations by both parties.

1. **Guarantee:**
   * + 1. Warranty period **- minimum 12 months** from the date of signing (without any reservations) **of the final acceptance protocol** .
       2. As part of the arrangements regarding the warranty, the Ordering Party provides for specification in the contract:
   1. rules for accepting defect reports,
   2. response time to repair,
   3. scope of elements covered by warranty,
   4. the Contractor's liability for improper performance of obligations related to the granted warranty,
   5. other obligations of the Contractor.
      * 1. The remaining, unwritten conditions will be regulated at the stage of concluding a contract with the selected contractor or will remain in accordance with applicable law.
2. **Defects of the Subject of the Agreement**
3. The Ordering Party undertakes to accept the Subject of the contract, subject to section 2 – 7 below.
4. The Ordering Party reserves the right not to accept all or part of the Subject of the contract if it contains missing documentation or other defects, in particular if it does not correspond to the content of the request for quotation, offer or specifications of the Subject of the contract.
5. If defects are found during the acceptance of the Subject of the contract, the Ordering Party has the following rights:
6. if the defects can be removed by the Contractor, the Ordering Party may refuse to accept the Subject Matter of the contract, demanding their removal within the deadline set by him,
7. if the defects cannot be removed and, according to the Ordering Party, the Subject of the contract is not suitable for use in accordance with its intended purpose, the Ordering Party may withdraw from the implementation of the Subject of the contract and demand that the Contractor refund all payments made for the Subject of the contract.
8. If, despite the expiry of the period referred to in the contract, the Subject of the contract still has defects or does not meet the requirements of the Ordering Party regarding the specifications of the Subject of the contract, the Ordering Party may withdraw from this contract without paying the price.
9. Refusal to accept the Subject of the contract is tantamount to acknowledging that it was not performed and delivered on time.
10. If the defects can be removed by the Contractor, the Ordering Party will set a deadline for the Contractor to remove them.
11. In case of doubt, the Parties indicate that if the defects are removed within the deadline set by the Ordering Party and at the same time the deadline for the implementation of the contract specified in the contract is exceeded , the Ordering Party is entitled to contractual penalties for delays in the implementation of the Subject of the contract.
12. If the defects are not removed on time or are not removed properly, the Ordering Party will have the right to withdraw from the execution of the Subject of the contract and demand payment of a contractual penalty in this respect and reimbursement of all payments made for the subject of the contract.
13. The Ordering Party has the right to charge the contractor with penalties for downtime caused by defects in the subject of the order in accordance with the amount of the penalties.
14. **Withdrawal from the contract**
15. The Ordering Party may withdraw from the concluded contract in whole or in part in the following cases:
    1. when the Contractor delays the implementation of the Subject of the contract within the time specified in the contract, after prior request for proper implementation of the contract,
    2. when the Subject of the contract is defective or inconsistent with the conditions specified in the request for quotation, offer or contract, and the Contractor does not remove the identified violations within the additional deadline set by the Ordering Party,
16. Detailed settlement conditions in the event of termination of the contract may be additionally established in the contract between the Ordering Party and the Contractor.

1. In the case of registration of the Contractor submitting an offer in Databases other than free and publicly available, the Contractor should submit appropriate documents confirming authorization to represent along with the offer. [↑](#footnote-ref-2)