



## Annex no. 1 to the request for tender – Tender form

.....

.....

/Contractor's name and address//place and date/

Tel./Fax:

e-mail .....

### TENDER

Addressed to: ZFO Spółka z ograniczoną odpowiedzialnością (LLC)  
18-300 Zambrów  
ul. Fabryczna 4

In response to the request for tender for delivery of process line for machining of PVC profiles for complete roof window frames and casements (ref. no.: 03/RPOWP.1.3/2017), and acting in accordance with the requirements specified in the request for tender, we hereby declare that:

1. we offer performance of delivery in the scope of the 1st part of the order, defined in annex no. 2a to the request for tender, i.e. delivery of a cutting and machining center, for the net price of PLN ..... + .....% applicable VAT, in the gross amount of PLN ....., in words: PLN ..... (gross); \*
2. we offer performance of delivery in the scope of the 2nd part of the order, defined in annex no. 2b to the request for tender, i.e. delivery of an automatic station for insertion of steel reinforcements, for the net price of PLN ..... + .....% applicable VAT, in the gross amount of PLN ....., in words: PLN ..... (gross); \*
3. we offer performance of delivery in the scope of the 3rd part of the order, defined in annex no. 2c to the request for tender, i.e. delivery of two bonding and cleaning lines, for the net price of PLN ..... + .....% applicable VAT, in the gross amount of PLN ....., in words: PLN ..... (gross); \*
4. we offer performance of delivery in the scope of the 4th part of the order, defined in annex no. 2d to the request for tender, i.e. delivery of a two-head saw, for the net price of PLN ..... + .....% applicable VAT, in the gross amount of PLN ....., in words: PLN ..... (gross); \*
5. and we grant: \*\*  
... – month guarantee on the cutting and machining center specified in annex no. 2a to the request for tender (Employer requires granting a guarantee period of at least 24 months),

... – month guarantee on the automatic station for insertion of steel reinforcements specified in annex no. 2b to the request for tender (Employer requires granting a guarantee period of at least 24 months),

... – month guarantee on two bonding and cleaning lines specified in annex no. 2c to the request for tender (Employer requires granting a guarantee period of at least 24 months),

... – month guarantee on the two-head saw specified in annex no. 2d to the request for tender (Employer requires granting a guarantee period of at least 24 months);

6. we shall delivered goods to the headquarters of Employer, within 2 weeks from the contract signing date;
7. we shall preform assembly, installation and start-up of the delivered goods and train the Employer's personnel to operate the delivered goods within 30 days from the delivered goods to the headquarters of Employer;
8. we accept the condition that payment for performance of the order shall take place according to the terms described in the draft contract constituting annex no. 4 to the request for tender;
9. the price of our tender includes all costs of performing the order;
10. we have read the request for tender (including the draft contract) and hold no reservations as their contents, accepting the terms contained therein;
11. we consider ourselves bound by this tender for the time specified in the request for tender;
12. in the event where the contract is awarded to us, we assume the obligation to sign the contract at the place and time indicated by the Employer.

.....  
/signature of authorized  
representative(s) of the Contractor/

**Note:**

\* The Employer allows the offer of the price in EUR or GBP according to the content of the chapter XI from request for tender.

\*\* The length of the offered warranty period is evaluated in accordance with chapter XII, section 1, point B from request for tender.

Annex no. 2a to the request for tender – technical specifications form in the scope of the 1st part of the order (delivery of cutting and machining center)

No.	Minimum specifications defined by the Employer	Offered specifications /when filling out this column, the Contractor should provide information with regard to all listed minimum specifications/
<b>Cutting and machining center</b>		
1.	Manufacturer and model	
2.	Center consisting of one or two machines	
<b>A. Cutting center</b>		
1.	Machine with a profile loading magazine, maximum PVC bar length 6500 mm	
2.	Fully automatic unloading of ready elements, without operator's interference	
3.	Software enabling management of programmed cutting sequences, in order to reduce waste	
4.	Cutting unit enabling cutting at an angle 2 x45 ° and intermediate angles	
5.	Equipped with conveyor belt for waste removal	
6.	Fast and precise bar positioning system equipped with profile fastening gripper	
7.	Position adjustment performed manually or automatically via numerical control	
8.	Loading magazine with automatic, stepped bar positioning with the capability of fitting 4 profiles with a maximum length of 6.5 m and minimum length of 3.0 m	
9.	Possibility of loading 12 bars with 120 mm spacing or 8 bars with 200 mm spacing	
10.	Maximum load at least 500 kg	
11.	Single-head saw with automatic saw blade advance, equipped with a frontally positioned saw blade with a cutting range from 22°30' or less to at least 157°30'	



12.	Cutting angles are positioned automatically via numerical control	
13.	Magazine for unloading and storage of ready elements with a length up to at least 4.0 m	
<b>B. Machining center</b>		
1.	Capability of machining at any angle from 0° to 180 °	
2.	Work in dynamic oscillation mode in one or two workstations, clamps situated on two independent axes, which can be used as limiters	
3.	Equipped with rotary tool magazine enabling quick tool replacement, which in turn allows for faster machining of elements with larger overall dimensions	
4.	Worktable moved automatically in order to obtain a larger work surface, facilitating loading / unloading and increasing the profile cross-section that can be machined	
5.	Electrospindle with torque enabling performance of complex machining	
6.	Clamping system positioned automatically along one axis, enabling positioning of all clamping units with ease and precision	
7.	Numerically controlled marking of positions and verification of proper clamp placement (information displayed directly on the screen)	
8.	Reference bumpers on rights and left side for positioning the profile	
9.	Bumper activated by means of an actuator, selected automatically by the machine's software for the given machining function it is to serve	
10.	Machine configured for machining in multi-element mode and for machining of long profiles	
11.	Interface with a touch screen monitor, USB port for connection of external memory, mouse, keyboard, and capability of connecting barcode reader	
12.	Machine equipped with manual control panel	

13.	Possibility of machine operation in an alternating system	
14.	Machine equipped with system for measurement of profile length, enabling electronic verification of the actual length of the machined profile by the machine	

.....  
/signature of authorized  
representative(s) of the Contractor/

Annex no. 2b to the request for tender – technical specifications form in the scope of the 2nd part of the order (delivery of automatic station for insertion of steel reinforcements)

No.	Minimum specifications defined by the Employer	Offered specifications /when filling out this column, the Contractor should provide information with regard to all listed minimum specifications/
Automatic station for screwing of steel reinforcements		
1.	Manufacturer and model	
2.	Integrated screw feed with mobile, raised magazine	
3.	Automatic material feed	
4.	Automatic feeder with base plate and foot pedal	
5.	Two-sided roller feeder	
6.	Set of T-squares for the corresponding profiles	
7.	Individual pneumatic device for horizontal pressing	
8.	Driver bit with SD-1342-2 thread, size 2	
9.	SPS controller	
10.	Automatic monitoring of the progression of work: if a screw is not screwed in after the set time, it is removed and a new screw is fed	
11.	Min. 4 screwdriver positions and min. 3 different screw spacings to choose from	

.....  
/signature of authorized  
representative(s) of the Contractor/

Annex no. 2c to the request for tender – technical specifications form in the scope of the 3rd part of the order (delivery of two bonding and cleaning lines)

No.	Minimum specifications defined by the Employer	Offered specifications /when filling out this column, the Contractor should provide information with regard to all listed minimum specifications/
<b>Welding and cleaning line (2 pieces)</b>		
1.	Entire bonding and cleaning line designed according to the principles of ergonomics and safety; and equipped with light signalers and bonding head movement signalers to facilitate operation of the machine	
<b>A. Horizontal numerical four-head welding machine</b>		
1.	Manufacturer and model	
2.	Full digital regulation with manual control option	
3.	Automatic weld setting system, bonding machine adapted for automatic weld width settings (from 0.2 to 2mm), besides the final dimensions of the frame, it must also guarantee the programmed dimension of weld flash	
4.	All bonding parameters must be controlled	
5.	Possibility of regulating weld width - must enable a "production mix" between colored and white profiles	
6.	Automatic detection of profile types	
7.	Correct positioning of 4 frame elements in order to achieve improved stability of dimensional and geometric settings as well as correct flash dimensions	
8.	In the case of improper profile cutting, automatic weld adjustment enabling correction of frame size	
9.	Possibility of programming the machine's operation (time, speed, etc.) - programming of an automatic cycle by the operator	
10.	Required working range: a) maximum frame dimensions (mm) 2,500 x 2,500, b) maximum dimensions of automatically fed	



	<p>frame (mm) 2,500 x 2,500,</p> <p>c) minimum exterior dimensions of automatically fed frame (mm) 400 x 350,</p> <p>d) minimum interior dimensions of frame (mm) 210 x 210,</p> <p>e) maximum profile height (standard / optional) (mm) 120 / 200,</p> <p>f) minimum profile height (mm) 50,</p> <p>g) maximum profile width (mm) 150,</p>	
11.	<p>Required machine functions:</p> <p>a) unit for frame removal from the bonding machine,</p> <p>b) automatic frame positioning,</p> <p>c) automatic cooling section,</p> <p>d) automatic frame loading with unloading table.</p>	
<b>B. Cooling section</b>		
1.	Manufacturer and model	
2.	The station is to serve as a buffer in which window elements are to be stored for cooling after bonding	
3.	The buffer station automatically collects elements from the bonding machine and leads them to the cleaning machine	
4.	Control system equipped with optic sensors monitoring the presence of a frame or casement - work in automatic and manual mode	
<b>C. Rotary table</b>		
1.	Manufacturer and model	
2.	Automatic feeding and collection transport of elements	
3.	Cleaning cycle time for entire window as short as possible	
4.	Careful movement and rotation of windows	
5.	Table coated with slide brushes preventing scratching of profiles and enabling easy movement of window elements	
6.	Carriage guiding the window slides out automatically	
7.	Carriage movement controlled by sensors and limit switches on the table	
<b>D. 4-axial cleaning machine</b>		



1.	Manufacturer and model	
2.	Numerically controlled - automatic	
3.	With 4 interpolated axes, capable of verifying the dimensions of the machined detail after proper configuration	
4.	Equipped with a saw with diameter from 275 to 300 mm, which can clean the exterior corners of various profiles by using different machining programs	
5.	Equipped with top and bottom units with knife for cleaning bonded welds as well as top and bottom units with knives for cleaning interior corners	
6.	Machining of interior and exterior corners supplemented with cleaning of corners and seal seatings by means of top and bottom drilling and milling units	
7.	Machining units programmed independently of one another by means of the numerical control computer, which controls programming of profiles and machine operation in both manual and automatic mode	
8.	Properly configured and equipped with the required tools, it can machine all types of standard, acrylic and coated profiles	
9.	Various configuration levels concerning tool equipment available depending on needs	
10.	The bonded element is positioned in the cleaning machine, which makes it possible to position the element's corner in the machine relative to its interior part, thus ensuring a central position without limitations resulting from potential differences in profile thicknesses within the same frame	

E. Unloading table in line

1.	Manufacturer and model	
2.	Bonded frames transported by conveyor	
3.	Equipped with grips that lift and move the frame automatically	
4.	Parameters of the feeding cycle, rotation and unloading of objects - automatic and optimized by numerical control system depending on dimensions and weight of transported structure	



5.	Ensuring a cycle time that is as short as possible and with the greatest possible precision and care for surfaces coming into contact with the machine	
----	--	--

.....  
/signature of authorized  
representative(s) of the Contractor/

Annex no. 2d to the request for tender – technical specifications form in the scope of the 4th part of the order (delivery of two-head saw)

No.	Minimum specifications defined by the Employer	Offered specifications /when filling out this column, the Contractor should provide information with regard to all listed minimum specifications/
Two-head saw		
1.	Manufacturer and model	
2.	One fixed head, one moving head	
3.	Two-head saw with inclination of cutting heads within the range of at least 90°- 22.5° to the outside	
4.	Two saw blades phi 500x30 mm	
5.	Cutting dimension: min 310 mm (90°), max 4100 mm	
6.	Complete protection of cutting zone, pneumatically controlled	
7.	Manual positioning of moving head	
8.	Magnetic linear strip for determining cutting length along with electronic display	
9.	Vertical and horizontal pneumatic pressure plates	
10.	Moving support, including an additional horizontal pressing unit with roller	
11.	Industrial shavings extractor	
12.	Central support slides out pneumatically	

.....  
/signature of authorized  
representative(s) of the Contractor/



## Annex no. 3 to the request for tender – Declaration of the absence of grounds for disqualification

.....  
/Contractor's seal/

### Contractor's Declaration

For the purposes of proceedings for awarding of the contract for delivery of process line for machining of PVC profiles for complete roof window frames and casements (ref. no.: 02/RPOWP.1.3/2017) I hereby declare as follows:

#### CONTRACTOR'S DECLARATIONS:

1. I hereby declare that no liquidation proceedings have been initiated with regard to my company nor has satisfaction of creditors through liquidation of assets been ordered by the court by way of an arrangement in restructuring proceedings.
2. I hereby declare that bankruptcy has not been declared with regard to my company (does not apply to the situation where an arrangement confirmed by a legally binding court order has been made, if such an arrangement does not provide for satisfaction of creditors through liquidation of the bankrupt's assets).
3. I hereby declare that I have never been in gross breach of my professional obligations, and in particular, there has never been a case where I have failed to perform or improperly performed an order due to intentional action or gross negligence.
4. I hereby declare that there has never been a case where I, for reasons for which I was responsible, did not perform or improperly performed a previous contract, to a significant extent, which led to dissolution of the contract or a court order for payment of damages.
5. I hereby declare that I have no capital or consanguine relations with the Employer, where capital or consanguine relations mean mutual relations between the Employer or persons authorized to incur liabilities involving the Employer's property or persons performing activities related to the conduct of the procurement proceedings in the name of the Employer, and the Contractor, particularly relations involving:
  - participation in a partnership as a partner in a civil law partnership or general partnership;
  - ownership of at least 10% of shares or stock;
  - performance of the functions of supervisory or management board member, authorized agent, plenipotentiary;
  - remaining in matrimonial relations, consanguine relations or affine relations in a straight line, consanguine relations of the second degree or affine relations of the second degree in a side line, or in relations of adoption, care or guardianship.

..... (place), date .....



.....  
/signature of authorized  
representative(s) of the Contractor/

**DECLARATION CONCERNING INFORMATION PROVIDED:**

I hereby declare that all information given in the declaration are consistent with the truth and have been presented with full awareness of the consequences of providing false information to the Employer.

..... (place), date .....

.....  
/signature of authorized  
representative(s) of the Contractor/

Annex no. 4 to the request for tender – draft contract

CONTRACT NO. ....

signed on ..... 2017 in Zambrów between:

ZFO Spółka z ograniczoną odpowiedzialnością, 18-300 Zambrów, ul. Fabryczna 4, NIP 7231629960, REGON 360564991, represented by:

.....  
hereinafter referred to as the Employer in this Contract,

and .....  
represented by:

.....  
hereinafter referred to as the Contractor in this Contract.

As a result of proceedings in the form of a request for tender (ref. no.: 03/RPOWP.1.3/2017) the Parties hereby sign a contract of the following wording:

§ 1

1. The object of the contract is delivery of ....., hereinafter referred to as the goods, specified in detail in annex(es) no. .... to the request for tender – technical specifications forms, filled out by the Contractor.
2. The delivery referred to in par. 1 also covers assembly, installation and start-up of the delivered goods, as well as training of the persons designated by the Employer in the scope of operation of the delivered goods.
3. The goods are brand new, unregenerated, manufactured in 2017, approved for sale on the Polish market.
4. The Contractor shall deliver the goods to the Employer's headquarters in Zambrów, ul. Fabryczna 4.
5. The Contractor shall deliver the goods by their own means of transportation and at their own expense, and this expense is included in the price of the goods.
6. The Contractor is obligated to unload the goods at the location indicated by the Employer.
7. The Contractor is obligated to deliver the goods within 2 weeks from the contract signing date.
8. The Contractor is obligated to perform assembly, installation and start-up of the delivered goods and train the Employer's personnel to operate the delivered goods within 30 days from the delivery of the goods to the Employer's headquarters.
9. Along with the goods, the Contractor shall deliver:  
a) operation and maintenance instruction manual in Polish;



- b) guarantee sheets issued by the equipment manufacturer / authorized distributor of equipment;
- c) relevant quality certificates and declarations of conformity.

## § 2

1. The value of this contract in the scope of:
  - a) the 1st part of the order is in the gross amount of PLN ....., in words: PLN.....  
,
  - b) the 2nd part of the order is in the gross amount of PLN ....., in words: PLN.....  
,
  - c) the 3rd part of the order is in the gross amount of PLN ....., in words: PLN.....  
,
  - d) the 4th part of the order is in the gross amount of PLN ....., in words: PLN.....  
.
2. Payment for the delivered goods shall be made by bank transfer after completion of the delivery, within 30 days of the Employer's receipt of a VAT invoice, to the Contractor's bank account indicated on the invoice.
3. The Employer authorizes the payment of the remuneration specified in paragraph 1 in EUR or GBP, where the contractor has specified the price offer in EUR or GBP.
4. The Parties accept the date of payment to be the date on which the Employer's bank account was charged.

## § 3

1. The Contractor's goods shall meet all requirements given in technical specifications forms.
2. In the event of detection by the Employer of defects, damage or missing items in the delivered goods, the Contractor is obligated to replace the goods with goods that are free of defects or deliver missing items within 5 workdays upon receiving notice in writing, or via fax or e-mail.
3. Failure to meet the deadline defined in par. 2 shall result in charging of the contractual penalties referred to in § 4 par. 1 letter a. A delay exceeding 10 days may result in the consequences referred to in § 4 par. 4 of the Contract.

## § 4

1. The Employer is entitled to the right to charge contractual penalties in the amount of:
  - a) 0.2 % of the Contract's value, defined in § 2 par. 1, for every day of delay in the completion of delivery and performance of the obligations defined in § 1 par. 8,



- b) 0.2 % of the Contract's value, defined in § 2 par. 1, for every day of delay in the performance of the obligations defined in § 5 par. 4,
  - c) 10% of the Contract's value, defined in § 2 par. 1, for dissolution of the Contract for reasons for which the Contractor is responsible.
2. The Employer reserves the right to claim damages exceeding reserved contractual penalties in the event where these penalties do not fully cover the value of damage sustained.
  3. The Employer is entitled to the right to deduct potential contractual penalties from remuneration due to the Contractor.
  4. The Employer has the right to withdraw from this contract in the event where the Contractor's delay in performing an obligation exceeds 10 days. Such delay shall be considered dissolution of the contract for reasons for which the Contractor is responsible and shall result in the consequences defined in par. 1 letter c of this section.

#### § 5

1. The Contractor grants to the Employer:
  - ... – month guarantee on the cutting and machining center specified in annex no. 2a to the request for tender,
  - ... – month guarantee on the automatic station for insertion of steel reinforcements specified in annex no. 2b to the request for tender,
  - ... – month guarantee on two bonding and cleaning lines specified in annex no. 2c to the request for tender,
  - ... – month guarantee on the two-head saw specified in annex no. 2d to the request for tender.
2. Independently of the guarantee, the Employer is entitled to warranty rights defined in the Civil Code.
3. The course of guarantee periods and warranty periods begins on the date on which the Parties sign the commissioning certificate for the object of contract.
4. The Contractor guarantees a maximum service reaction time of 72 hours and a maximum time until removal of failures – 7 workdays, counted from the date on which notice of failure is given by the Employer.
5. The Contractor is obligated to perform repairs at the location where goods are installed.
6. In the event of a lack of reaction within 72 hours from the time at which notice of failure is given, the Employer may perform substitute repair at the Contractor's risk and expense. Such repair shall not limit any of the Employer's rights arising from this Contract or from the equipment manufacturer's guarantee.
7. The guarantee may not be granted for a period shorter than that offered by the equipment manufacturer or according to terms worse than the terms offered by the equipment manufacturer. If the manufacturer of a given machine offers a guarantee that is longer than that offered by the Contractor, the Contractor is obligated to honor the Employer's rights arising from the contract within the period provided by the manufacturer of this machine.



8. If a given machine or subassembly was repaired three times, and defects are still present in it, the Contractor is obligated to replace this machine or subassembly with a new one, free of defects.
9. The guarantee period begins its course anew on the date of replacement of the defective machine, part or subassembly, or on the date of completion of a significant repair.
10. The guarantee period is extended by the time of the performed repair under circumstances other than those defined in par. 9.

#### § 6

The Parties appoint coordinators obligated to cooperate mutually in the scope of the entirety of activities related to performance of this contract:

Employer – Mr./Ms. ...., tel. ...., fax ....., e-mail .....,

Contractor – Mr./Ms. ...., tel. ...., fax ....., e-mail .....

#### § 7

1. The possibility of introducing the following changes to provisions in the signed contract relative to the contents of the tender is permitted:
  - a) changes concerning the object of order specified in the technical specifications form (forms), if such changes must be introduced due to changes in standards or generally applicable regulations, and the potential costs of implementing such changes are covered by the Contractor;
  - b) changes concerning performance of additional deliveries or services by the current Contractor, not covered by the base order, only if such additional deliveries or services are indispensable and the following conditions have been met simultaneously:
    - the Contractor's change cannot be made for economic or technical reasons, particularly concerning interchangeability and interoperability of equipment, services or systems ordered within the framework of the base order;
    - the Contractor's change would cause a significant inconvenience or significantly raise the Employer's costs;
    - the value of any individual change does not exceed 50% of the value of the order originally defined in the Contract;
  - c) the following conditions are simultaneously met:
    - the necessity of changing the contract is due to circumstances that the Employer, having exercised due diligence, could not have foreseen;
    - the value of the change does not exceed 50 % of the value of the order originally defined in the Contract;
  - d) The Contractor with whom the Employer placed the order is to be replaced by a new Contractor:



- as a result of the merging, division, transformation, bankruptcy, restructuring or buyout of the current Contractor or their enterprise, only if the new Contractor meets the conditions for participation in the proceedings and there are no applicable grounds for their disqualification and if this does not make other significant changes to the Contract necessary;
  - as a result of takeover by the Employer of the Contractor's obligations or those of subcontractors;
- e) changes, regardless of their value, are not significant in the meaning defined in par. 4;
- f) the total value of changes is less than EUR 209,000 and simultaneously less than 10% of the value of the order originally defined in the contract.
2. In the cases referred to in par. 1 letters a), c) and f), changes of contractual provisions may not lead to a change in the nature of the contract.
3. If the contract contains provisions providing for the possibility of changing remuneration due to the Contractor due to circumstances other than a change in the scope of services rendered by the Contractor, the maximum permissible value of a change to the contract, referred to in par. 1 letter c) second indent and letter f), is determined on the basis of the originally defined value of the order, accounting for changes arising from the aforementioned provisions.
4. A change of contractual provisions is considered to be significant if:
- a) they change the general nature of the contract relative to the nature of the contract in its original wording,
  - b) they do not change the general nature of the contract and at least one of the following circumstances occurs:
    - the change introduces conditions that, if stipulated in the tender proceedings, would allow different contractors to take part in the proceedings or different contractors would have taken part in the proceedings, or tenders with different contents would have been accepted;
    - the change violates the economic equilibrium of the contract to the Contractor's benefit in a manner that was not originally provided for in the contract;
    - the change significantly expands or reduces the scope of services and obligations arising from the contract;
    - the change is based on replacing the Contractor with whom the Employer placed the order with a new contractor under circumstances other than those given in par. 1 letter d).
5. Changes of the Contract require the form of a written Annex or else shall be void.

## § 8

1. The Contract enters into force on the date of its signing.
2. The relevant provisions of the Civil Code are applicable to any and all matters not regulated by this contract.

3. Potential disputes that may arise over the duration of the contract shall be adjudicated by the general court with territorial jurisdiction over the Employer's headquarters.
4. The following documents filled out by the Contractor constitute an integral part of this contract:
  - a) tender form,
  - b) technical specifications form(s).
5. This contract has been drawn up in two identical copies, one for each of the Parties.

EMPLOYER:

CONTRACTOR: