



Wrocław, 21th October 2022

LETTER OF INQUIRY No. DZ/23/10/2022

for the purchase of the upgrade service of the Geostudio 2007 software package to Geostudio Max - Perpetual with maintenance service for the implementation of the AGEMERA project No. 101058178 - Agile Exploration and Geo-modelling for European Critical Raw materials funded under the Horizon Europe programme (HORIZON-CL4-2021-RESILIENCE-01) funded by the European Commission.

DETAILED DESCRIPTION OF THE SUBJECT MATTER OF THE CONTRACT

I. ORDERING PARTY:

KGHM CUPRUM sp. z o.o. Centrum Badawczo - Rozwojowe (Research and Development Centre) Gen. Wł. Sikorskiego street 2-8, 53-659 Wrocław, Poland	
REGON: 930093846 VAT Number: 8960001770 Tel. +48 71 78 12 201, Fax +48 71 34 43 536 kghmcuprum.com kghm@kghmcuprum.com	<u>Contact person for the request:</u> Alicja Niedziela <u>e-mail: Alicja.Niedziela@kghmcuprum.com</u>

II. MODE AND RULES

1. The Ordering Party pursuant to Article 4 of the Act of 11 September 2019 - Public Procurement Law (Journal of Laws of 2021, item 1129, as amended, hereinafter: "PZP Act"), is not an entity obliged to apply it, therefore, the subject contract follows the principle of fair competition.
2. The Offer selection process shall conform to the Horizon Europe qualification of expenses, and the main principle cost eligibility in Horizon 2020 is that your suppliers be chosen in compliance with the "best value for money" rule.

III. PLACE OF PUBLICATION OF THE LETTER OF INQUIRY

Publication of the Letter of inquiry on the Ordering Party's website:

<https://kghmcuprum.com/przetargi/> and sending it to a minimum of 3 potential Tenderers.



IV. SUBJECT OF THIS INQUIRY

Common Procurement Vocabulary (CPV):

72262000-9- Software development services

48000000-8 - Software packages and information systems

Description of the subject matter of the contract

- 1) The subject of this Inquiry is the **purchase and delivery of 1 (one) upgrade service of the Geostudio 2007 software package to Geostudio Max - Perpetual for the numerical analysis of geotechnical and geomechanical objects with maintenance service for the implementation of the *AGEMERA project No. 101058178 - Agile Exploration and Geomodelling for European Critical Raw materials funded under the Horizon Europe programme.***
- 2) Upgrade service of the Geostudio 2007 software package to Geostudio Max - Perpetual with maintenance service should meet the following requirements:
 - a) PC version, with perpetual license.
 - b) Software compatible with Windows 8.1 or higher versions of the operating system.
 - c) Lifetime version of the software.
 - d) Enable stability analysis of geotechnical objects using LEM (Limit Equilibrium Method) and FEM (Finite Element Method),
 - e) Analysis in static, pseudo-static and dynamic loading system,
 - f) Ability to import model geometry from .dxf files.
 - g) Access to trainings, tutorials and technical documentation of the software.
 - h) Graphical analysis and review of results.
 - i) 12-months of technical support after the purchase of the software.

Necessary requirements for the Tenderer:

- The Tenderer shall provide the Ordering Party with the delivery of the software at the purchase price.
- The Ordering Party requires that the Tenderer, together with the subject matter of the contract, provide complete technical documentation for the contract and other documents, if required by the Ordering Party or applicable provisions of law.
- The Tenderer shall be liable for the correct, damage-free delivery of the subject matter of the contract.

V. PRICE OFFER

1. The offer should include a full price offer. The price to be evaluated will be the total price including all elements of contract performance for each part.
2. The Ordering Party shall allow the Offer to be submitted in Polish zloty (PLN) or in EUR or USD currency (to the second decimal place). The Offers submitted in foreign currency will be converted at the average exchange rate announced by the National Bank of Poland as of the date of the Offers from the day preceding the publication date of the Inquiry.



VI. OFFER SELECTION CRITERIA, THEIR WEIGHT AND CALCULATION METHOD

1. The Ordering Party shall select the most advantageous Offer that obtains the highest number of points, based on the criteria established below,
2. Criteria for selecting the best offer:
 - a) The Ordering Party shall evaluate and compare only those Offers that are found to be in compliance with the provisions of law, in compliance with the terms and conditions set forth in this Letter of inquiry , and are not rejected for failure to meet the terms and conditions set forth in this Letter of inquiry ,
 - b) An offer may obtain a maximum of 100 points = 100%
 - c) The following criteria will be used by the Ordering Party in the selection of an offer:
- Criterion No. 1: NET price for the entire subject matter of the contract - criterion weight of 100% (C) (maximum of 100 points)

$$C = \frac{C_{min}}{C_{of}} \times 100 \text{ points}$$

where:
C - number of points possible to obtain in the PRICE criterion
Cmin - the lowest price among the Offers
Cof - price of the examined offer

3. The Ordering Party reserves the right not to select any Offer or to cancel the procedure at any stage. Tenderers are not entitled to any claims on this account.
4. If the Tenderer, whose an Offer was selected, refuses to enter into an agreement, the Ordering Party may select the most advantageous Offer from among the remaining Offers.
5. The Ordering Party reserves the right to re-negotiate the submitted tenders before the final selection is made

VII. THE FORMAL CONDITION IN THE PROCEDURE :

Contract completion date: until **30th November 2022**

Contract place of performance: KGHM CUPRUM sp. z o.o.
Centrum Badawczo - Rozwojowe
(Research and Development Centre)
Gen. Wł. Sikorskiego Street. 2-8, 53-659 Wrocław,
Poland

VIII. DESCRIPTION OF PREPARATION METHOD

Only an Offers completed on the Offer form in accordance with the template attached as **Attachment No. 1** and the required attachments to this Letter of inquiry will be considered. A minimum of 30-day period of validity of the Offer from the Offer opening date indicated in point IX is required. The tenderer may submit only one Offer for the entire subject matter of the contract



The Offer should include:

1. Costs related to the execution of the contract, made on the basis of all information contained in this Inquiry
2. Offer Form in accordance with the template attached as **Attachment No. 1** to this Inquiry (a scan of the filled and signed document),
3. Declaration of lack of personal and capital relations with the Ordering Party in accordance with the template constituting **Attachment No. 2** to this Inquiry (scan of the filled and signed document)
4. Tender declaration with the template attached as **Attachment No. 3** to this Inquiry (a scan of the filled and signed document)
5. The Offer should be in accordance with the description of the subject matter of the contract.
6. The Acceptance Protocol – as **Attachment No.4** (a scan provided with initials on the page and with a legible signature or stamp and signature of the person authorised to represent the Tenderer in the procedure, on the last page
7. The procedure shall take place in Polish and in English.
8. The Offer form should be signed by a person authorized to represent the Tenderer, in accordance with the tenderer's registration document. If the documents are signed by an authorized representative, a power of attorney authorizing the signature must be attached to the Offer. Signatures must be affixed in such a way as to identify the signer. The authorization of the persons signing the Offer to sign it must directly result from the documents attached to the Offer
9. The Offer must be accompanied by a current copy of the appropriate register or central register and information on business activity (or information corresponding to the current copy of the appropriate register or central register and information on business activity), if separate regulations require entry in the register or registry; issued no earlier than 6 months before the deadline for submission of Offers.
10. If the Tenderer has a registered office or place of residence outside the territory of the Republic of Poland, instead of a current copy from the appropriate register or from the central register and information on business activity (or information corresponding to a current copy from the appropriate register or from the central register and information on business activity), it shall submit a document or documents, issued in the country in which it has a registered office or place of residence, confirming that it has not been liquidated or declared bankrupt, issued no earlier than 6 months before the deadline for submission of Offers. If such documents are not issued in the place of residence of a person or in the country where the Tenderer has its registered office or place of residence, they shall be replaced by a document containing a statement, also including persons authorized to represent the Tenderer, submitted before a competent judicial, administrative or business or economic self-government body of the country of residence of a person or the country where the Tenderer has its registered office or place of residence, respectively, or before a notary public, issued no earlier than 6 months before the deadline for submission of Offers.
11. A tax residency certificate for foreign entities (if applicable) must be attached to the Offer.
12. It is not allowed for the Tenderer to make any changes to the previously prepared content of the Offer after the deadline for submission.



IX. PLACE, METHOD AND DEADLINES FOR SUBMITTING AN OFFER

1. Offers can be submitted in the following ways:
 - a) electronically, in the form of scans of signed documents to: **przetargi@kghmcuprum.com**
E-mail, should be titled: "Offer for the purchase of the Geostudio software package upgrade service"

Deadline for submission of Offers: by 4th November 2022 by the end of day.
(date and time of receipt by the Ordering Party are decisive)

2. Offers submitted after the deadline will not be considered.

X. SETTLEMENT/SELECTION OF THE OFFER

The Offers will be opened on 7th of November 2022 at 08:30 a.m. The Tenderer of the selected Offer will be informed by e-mail about the completion of the procedure and the selection of its Offer. The Tenderer may amend or withdraw its Offer before the Offer opening date. The last Offer submitted by the Tenderer will be considered in the Offer evaluation criterion. In the course of examining and evaluating Offers, the Ordering Party may require Tenderers to clarify the content of their Offers.

XI. INFORMATION ON HOW THE ORDERING PARTY COMMUNICATES WITH TENDERERS

Form and principles of communication:

- 1) The Tenderer may electronically Letter of inquiry clarification of the content of the Letter of inquiry from the Ordering Party no later than 3 business days before the deadline for submission of Offers.
- 2) The Ordering Party reserves the right to leave any question received after this deadline unanswered.
- 3) The Ordering Party will make the contents of inquiries and clarifications (without disclosing the source of the inquiry) public on its website at <https://kghmcuprum.com/przetargi/> and notify Tenderers who have declared their interest in the procedure, as well as electronically notify Tenderers invited to submit an Offer. The Ordering Party will respond to questions asked by Tenderers no later than 2 business days before the deadline for submission of Offers.
- 4) In justified cases, the Ordering Party may, before the deadline for submission of Offers, amend the contents of the Letter of inquiry . The Ordering Party will make the change public on its website at <https://kghmcuprum.com/przetargi/> and will inform by e-mail the Tenderers to whom the Letter of inquiry was sent.
- 5) If, as a result of changes to the content in the Letter of inquiry , additional time is necessary to introduce changes in the Offers, the Ordering Party will extend the deadline for submission of Offers by informing about it on the website at <https://kghmcuprum.com/przetargi/> and will inform electronically the Tenderers to whom the Letter of inquiry was sent.



XII. TERMS AND CONDITIONS OF PARTICIPATION IN THE PROCEDURE

The following Tenderers may compete for the award of this contract:

- a) those who are authorized to carry out specific activities or actions, if the acts require such authorization.
 - ✓ Fulfilment of the condition will be verified on the basis of: the tenderer's statement included in the contents of **Attachment No. 3** to this request;
- b) those who have the necessary knowledge and experience and have the necessary technical potential and people capable of performing the task.
 - ✓ Fulfilment of the condition will be verified on the basis of: the tenderer's statement included in the contents of **Attachment No. 3** to this request;
- c) those who are in a stable financial and economic situation that guarantees the performance of the subject contract.
 - ✓ Fulfilment of the condition will be verified on the basis of: The tenderer's statement included in the contents of **Attachment No. 3** to this request;
- d) those against whom there are no liquidation or bankruptcy proceedings and those who are not in bankruptcy
 - ✓ Fulfilment of the condition will be verified on the basis of: the tenderer's statement included in the contents of **Attachment No. 3** to this request;

Verification of the fulfilment of the aforementioned conditions for participation in the procedure will be made on the basis of the submitted statement constituting **Attachment No. 3** to this Letter of inquiry and copies of authorizations as well as other documents related to the subject matter of the contract. Signing the statement will be considered as confirmation that the terms and conditions for participation in the procedure are met. The Ordering Party will evaluate the fulfilment of the terms and conditions for participation in the procedure on a "meet-not-meet" basis

XIII. TERMS AND CONDITIONS FOR EXCLUSION FROM THE PROCEDURE

Entities with personal or capital relations with the Ordering Party are excluded from participation in the procedure. Capital or personal relations are understood as a mutual relationship between the Ordering Party or persons authorized to incur liabilities on behalf of the Ordering Party or persons performing activities on behalf of the Ordering Party related to the preparation and execution of the procedure for the selection of the Tenderer, and the Ordering Party, consisting in particular of:

- a) participation in a company, as a partner in a civil law partnership or partnership;
- b) holding at least 10% of shares or stocks, unless a lower threshold is required by law
- c) serving as a member of the supervisory or management body, proxy, attorney,
- d) being married, in a relationship of consanguinity or affinity in the direct line, second degree of consanguinity or second degree of affinity in the collateral line, or in a relationship of adoption, custody or guardianship.

In order to confirm the fulfilment of the aforementioned terms and conditions, Tenderers will submit the appropriate statement found in **Attachment No. 2** to this Letter of inquiry

XIV. OFFER REJECTION

1. In this procedure, an Offer will be rejected:



- a. which is inconsistent with the contents of this Letter of inquiry , or
- b. which is incomplete, i.e. it does not contain the documents and/or statements required by this Letter of inquiry (point VIII.) despite the Letter of inquiry for supplementation, or
- c. which contains false information, or
- d. in relation to which the Tenderer has not submitted explanations required by the Ordering Party as requested, or
- e. with respect to which the Ordering Party has issued a Letter of inquiry for submission of documents referred to in point VIII of this Letter of inquiry , and the Tenderer has not responded to this request, in accordance with its contents,
- f. which was modified after the deadline for submitting Offers,
- g. which was submitted after the deadline for submitting Offers.

XV. CANCELLATION OF PROCEDURE

1. The Ordering Party reserves the right to cancel this procedure at any stage without giving any reason, including, in particular, if:
 - a. no Offer was submitted which was not subject to rejection,
 - b. the price of the most favourable offer exceeds the amount that the Ordering Party may allocate to finance the contract,
 - c. the procedure have an irremovable defect preventing the conclusion of related-to-the-contract agreement that cannot be invalidated,
 - d. there has been a significant change in circumstances that makes the conduct of the procedure or the performance of the contract not in the public interest, which could not have been foreseen earlier.
2. In the event of cancellation of the procedure, Tenderers shall not be entitled to any claims against the Ordering Party.

XVI. ADDITIONAL INFORMATION

1. The costs of participation in the procedure shall be borne by the Tenderers.
2. The lump sum price of the Offer should include all costs associated with the execution of the contract.
3. The Tenderer's remuneration shall be payable upon handover of the subject matter of the inquiry to the Ordering Party, confirmed by the signing by both parties of an Acceptance Protocol, a template of which is attached as Attachment No. 4 to this Letter of inquiry .
4. The Tenderer undertakes to keep confidential all information, content of documents relating to this procedure or of which it has acquired knowledge in connection with this procedure. The obligation referred to in the preceding sentence is not limited in time.
5. An agreement will be concluded with the selected Tenderer to execute the contract.
6. The Ordering Party requires that the offered subject matter of the contract be free of any physical and legal defects and brand new.
7. The Ordering Party does not allow partial or variant Offers.



8. If a defect is found that prevents the proper use of the subject matter of the contract. The Tenderer guarantees to replace the defective subject matter of the contract with a new one, free of defects, within 14 calendar days from the detection date.
9. The Ordering Party does not allow subcontracting part or all of the contract.
10. Terms of payment for the service provided – bank transfer 30 days.
11. The Ordering Party reserves the right to make changes, including as to the extension of the contract execution date, in the agreement concluded with the Tenderer who will be selected as a result of the conducted procedure. Any changes to the provisions of the agreement will be made in the form of a written annex, and may be made in particular due to:
 - Occurrence of objective causes beyond the control of the Ordering Party and the Tenderer affecting the subject matter of the Agreement,
 - The occurrence of circumstances resulting from force majeure,
 - In the event that administrative procedures are prolonged beyond the periods specified in the relevant legislation for reasons beyond the control of the Parties,
 - Regulatory changes,
 - Amendments to the financing agreement that the Ordering Party will conclude with the Financing Authority, i.e. the European Commission;
 - Changes in the date of execution of the subject matter of the contract at the Letter of inquiry of the Ordering Party or for reasons beyond the control or justified by the Tenderer,
 - Changes in the date of payment;
 - Updating the data of the Tenderer and the Ordering Party by: change of company name, change of registered office address, change of legal form, etc.
12. The contract is awarded by means of a Letter of inquiry , observing the principles of competitiveness, efficiency, openness and transparency.
13. By submitting an Offer in the procedure, the Tenderer declares that both the Tenderer and its representatives as well as its actual beneficiaries within the meaning of the Act of 01.03.2018 on the prevention of money laundering and financing of terrorism (Journal of Laws of 2020, item 971, as amended) are not subject to economic sanctions, and acknowledges that before signing the agreement, verification will be carried out for presence on publicly available sanction lists.
14. By submitting an Offer in the procedure, the Tenderer declares that it shall comply with all applicable provisions of law on preventing, combating and responding to suspected or actual corrupt behaviour, and that it is familiar with the Anti-Corruption Policy of the KGHM Polska Miedź S.A. Group, the Code of Ethics of the KGHM Polska Miedź S.A. Group available on the website <https://kg hm.com/en/tenders/anti-corruption-clause> and with the anti-corruption clause of KGHM CUPRUM sp. z o.o. - CBR available on the website <https://kg hmcuprum.com/wp-content/uploads/2022/04/klauzula-antykorypcyjna-kg hm-cuprum-sp-z-o-o-cbr.pdf>, which shall be binding on the parties.
15. In matters not regulated by the provisions of this Letter of inquiry , the provisions of the Civil Code shall apply.



XVII. INFORMATION CLAUSE ON THE PROCESSING OF PERSONAL DATA BY THE ORDERING PARTY IN ACCORDANCE WITH ART. 13 GDPR APPLIED BY THE ORDERING PARTY FOR THE PURPOSE OF CONDUCTING THE PROCEDURE ON GRANTING A CONTRACT BY MEANS OF A LETTER OF INQUIRY

In accordance with Article 13 of the General Data Protection Regulation of 27 April 2016 (OJ EU L 119, 4.5.2016), The Ordering Party informs that:

- 1) the controller of your personal data is KGHM CUPRUM sp. z o.o. – CBR, 53-659 Wrocław, Gen. Wł. Sikorskiego street 2-8, Poland
- 2) contact with the Data Protection Officer - iod@kghmcuprum.com
- 3) Personal Data Controller processes:
 - a. Personal data of tenderers - in the case of submission of a tender by a tenderer who is a natural person - legal basis for processing: Article 6(b) GDPR and Article 6(c) GDPR - for the purpose of selection of a tender, conclusion and execution of an agreement, as well as fulfilment of other obligations incumbent on the Personal Data Controller under the provisions of law, in connection with its conclusion.
 - b. Personal data of persons representing the tenderer - legal basis for processing: Article 6(f) GDPR - legitimate interest of the Personal Data Controller to enable the tender selection, conclusion and execution of the agreement.
 - c. Personal data of other natural persons designated by the tenderer to contact the ordering party - legal basis for processing: Article 6(f) GDPR - legitimate interest of the Personal Data Controller to enable the selection of a tender and execution of an agreement.
- 4) the recipients of your personal data will be only entities authorised to obtain personal data under the provisions of law
- 5) Personal data will be kept until the time necessary for the execution and settlement of the agreement and necessary for the possible claims limitation period;
- 6) provision of personal data is voluntary in order to conclude and perform an agreement linking the Ordering Party with the Contractor under this Letter of inquiry procedure, although refusal to provide such data will prevent cooperation between the aforementioned parties;
- 7) with regard to personal data, decisions will not be made by automated means, pursuant to Article 22 GDPR;
- 8) persons whose personal data will be provided to the Ordering Party in the course of this procedure have:
 - a) the right to access personal data concerning them;
 - b) the right to delete personal data concerning them, in the situations specified in Article 17(1) GDPR, subject to Article 17(3) GDPR;
 - c) based on Article 18 GDPR, the right to Letter of inquiry the controller to restrict the processing of personal data, subject to the cases referred to in Article 18(2) GDPR;
 - d) the right to object to the processing of personal data concerning them;-as long as the requests are not obviously unreasonable or excessive and are not limited or precluded by other laws;
- 9) persons whose personal data will be provided to the Ordering Party in the course of the present procedure have the right to lodge a complaint with the President of the Personal Data Protection Office if any of those persons considers that the processing of personal data concerning them violates the provisions of the GDPR



APPENDICES:

- Attachment No. 1 - OFFER FORM
- Attachment No. 2– Statement of no capital or personal relations with the Ordering Party
- Attachment No. 3– Statement of compliance with the conditions for participation in the procedure
- Attachment No. 4 – Template of the acceptance protocol

WICEPREZES ZARZĄDU

Lech Szyszko
Lech Szyszko

PREZES ZARZĄDU

Radosław Pilut
Radosław Pilut



Attachment No. 1 to the Inquiry No. DZI/23/10/2022

Full name of the Tenderer	.....
Registered Office address	.....
VAT number	.....
Registration number	.....
Tel.	.....
E-mail:	.....
Contact person	.....

ORDERING PARTY:

KGHM CUPRUM Sp. z o.o.
Centrum Badawczo - Rozwojowe
(Research and Development Centre)
Gen. Władysława Sikorskiego street,
2-8, 53-659 Wrocław, Poland

OFFER FORM

In response to the Inquiry for the purchase of the upgrade service of the Geostudio 2007 software package to Geostudio Max - Perpetual with maintenance service for the implementation of the AGEMERA project No. 101058178 - Agile Exploration and Geo-modelling for European Critical Raw materials funded under the Horizon Europe programme (HORIZON-CL4-2021-RESILIENCE-01) funded by the European Commission.

I hereby present the OFFER FORM:

I. SUBJECT MATTER OF THE INQUIRY

The subject of this Inquiry is the purchase and delivery of 1 (one) upgrade service of the Geostudio 2007 software package to Geostudio Max - Perpetual for the numerical analysis of geotechnical and geomechanical objects with maintenance service for the implementation of the AGEMERA project No. 101058178 - Agile Exploration and Geo-modelling for European Critical Raw materials funded under the Horizon Europe programme.

*THIS PROJECT HAS RECEIVED FUNDING FROM THE EUROPEAN UNION'S HORIZON
EUROPE RESEARCH AND INNOVATION PROGRAMM UNDER GRANT AGREEMENT
NUMBER 101058178*



II. PRICE

Net price for the entire subject matter of the contract ,
Gross price for the entire subject matter of the contract ,
including VAT at ....%	.....
Expiration date of the OFFER FORM	30 days
Payment term	transfer 30 days
Contract completion date	until 30th November

III. STATEMENTS

I hereby declare that:

- 1) The prepared Offer form meets all the requirements specified in the Inquiry No. DZ/23/10/2022 dated 21th October 2022, hereinafter referred to as the Inquiry.
- 2) I have read the Inquiry and, if my Offer form is selected, I undertake to sign an agreement at the time and place indicated by the Ordering Party and to carry out delivery and installation in accordance with the terms and conditions specified in the Inquiry.
- 3) I have sufficiently and necessarily familiarized myself with the detailed scope of the order contained in the Inquiry and all information necessary to complete the order. Unfamiliarity with the above condition cannot be the cause of additional financial claims.
- 4) I undertake to keep confidential any information obtained in the course of the procedure.
- 5) GDPR Information Clause

In accordance with Article 13 of the General Data Protection Regulation of 27 April 2016 (OJ EU L 119, 4.5.2016) I inform you that:

- a) the controller of your personal data is KGHM CUPRUM sp. z o.o. - CBR, 53-659 Wrocław, Gen. Wł. Sikorskiego street 2-8,
- b) contact with the Data Protection Inspector - iod@kgmcuprum.com
- c) Personal Data Controller processes:
 - a. Personal data of tenderers - in the case of submission of an Offer form by a tenderer who is a natural person - legal basis for processing: Article 6(b) GDPR and Article 6(c) GDPR - for the purpose of selection of an Offer form, conclusion and execution of an agreement, as well as fulfilment of other obligations incumbent on the Personal Data Controller under the provisions of law, in connection with its conclusion.
 - b. Personal data of persons representing the tenderer - legal basis for processing: Article 6(f) GDPR - legitimate interest of the Personal Data Controller to enable the Offer form selection, conclusion and execution of the agreement.
 - c. Personal data of other natural persons designated by the tenderer to contact the ordering

*THIS PROJECT HAS RECEIVED FUNDING FROM THE EUROPEAN UNION'S HORIZON
EUROPE RESEARCH AND INNOVATION PROGRAMM UNDER GRANT AGREEMENT
NUMBER 101058178*



- party - legal basis for processing: Article 6(f) GDPR - legitimate interest of the Personal Data Controller to enable the selection of an Offer form and execution of an agreement.
- d) the recipients of your personal data will be only entities authorised to obtain personal data under the provisions of law
 - e) Personal data will be kept until the time necessary for the execution and settlement of the agreement and necessary for the possible claims limitation period;
 - f) provision of personal data is voluntary in order to conclude and perform an agreement linking the Ordering Party with the Supplier under this Inquiry procedure, although refusal to provide such data will prevent cooperation between the aforementioned parties;
 - g) with regard to personal data, decisions will not be made by automated means, pursuant to Article 22 GDPR;
 - h) persons whose personal data will be provided to the Ordering Party in the course of this procedure have:
 - ✓ the right to access personal data concerning them;
 - ✓ the right to delete personal data concerning them, in the situations specified in Article 17(1) GDPR, subject to Article 17(3) GDPR;
 - ✓ based on Article 18 GDPR, the right to request the controller to restrict the processing of personal data, subject to the cases referred to in Article 18(2) GDPR;
 - ✓ the right to object to the processing of personal data concerning them;-as long as the requests are not obviously unreasonable or excessive and are not limited or precluded by other laws;
 - i) persons whose personal data will be provided to the Ordering Party in the course of the present procedure have the right to lodge a complaint with the President of the Personal Data Protection Office if any of those persons considers that the processing of personal data concerning them violates the provisions of the GDPR
- 6) By submitting an Offer form in the procedure, I declare that I shall comply with all applicable provisions of law on preventing, combating and responding to suspected or actual corrupt behaviour, and that I am familiar with the Anti-Corruption Policy of the KGHM Polska Miedź S.A. Group, the Code of Ethics of the KGHM Polska Miedź S.A. Group available on the website <https://kghm.com/en/tenders/anti-corruption-clause> and the anti-corruption clause of KGHM CUPRUM sp. z o.o. - CBR available at <https://kghmcuprum.com/wp-content/uploads/2022/04/klauzula-antykorupcyjna-kghm-cuprum-sp-z-o-o-cbr.pdf>, which will be binding on the parties.
- 7) By submitting an Offer form in the procedure, I declare that both the Tenderer, its representatives and its actual beneficiaries within the meaning of the Act of 01.03.2018 on the prevention of money laundering and financing of terrorism (Journal of Laws of 2020, item 971, as amended) are not subject to economic sanctions, and I acknowledge that before signing the agreement, verification will be carried out for presence on publicly available sanction lists.

.....
Place, date

.....
signature and stamp of authorized
person



Attachment No. 2 to the Letter of inquiry No. DZ/23/10/2022

Full name of the Tenderer	.....
Registered Office address	.....
VAT number	.....
Registration number	.....
Tel.	.....
E-mail:	.....
Contact person	.....

ORDERING PARTY:

KGHM CUPRUM Sp. z o.o.
Centrum Badawczo - Rozwojowe
(Research and Development Centre)
Gen. Władysława Sikorskiego 2-8 street,
53-659 Wrocław, Poland

Declaration of lack of personal and capital relations

I/we declare that Tenderer has no personal or capital relations with the Ordering Party. Capital or personal relations are understood as a mutual relationship between the Ordering Party or persons authorized to incur liabilities on behalf of the Ordering Party or persons performing activities on behalf of the Ordering Party related to the preparation and execution of the procedure for the selection of the Tenderer, and the Tenderer, consisting in particular of:

- a) participation in a company, as a partner in a civil law partnership or partnership;
- b) holding at least 10% of shares or stocks, unless a lower threshold is required by law
- c) serving as a member of the supervisory or management body, proxy, attorney;
- d) being married, in a relationship of consanguinity or affinity in the direct line, second degree of consanguinity or second degree of affinity in the collateral line, or in a relationship of adoption, custody or guardianship.

.....,
Place, date

.....
Signature of authorized person

*THIS PROJECT HAS RECEIVED FUNDING FROM THE EUROPEAN UNION'S HORIZON
EUROPE RESEARCH AND INNOVATION PROGRAMM UNDER GRANT AGREEMENT NUMBER
101058178*



Attachment No. 3 to the Letter of Inquiry No. DZ/23/10/2022

Full name of the Tenderer	.....
Registered Office address	.....
VAT number	.....
Registration number	.....
Tel.	.....
E-mail:	.....
Contact person	.....

ORDERING PARTY:

KGHM CUPRUM Sp. z o.o.
Centrum Badawczo - Rozwojowe
(Research and Development Centre)
Gen. Władysława Sikorskiego street, 2-8,
53-659 Wrocław, Poland

DECLARATION

I/we hereby declare that:

- a) I/we are authorized to carry out specific activities or actions, if the acts require such authorization.
- b) I/we have the necessary knowledge and experience and I/we have the necessary technical potential and people capable of performing the task.
- c) I/we are in a stable financial and economic situation that guarantees the performance of the subject contract.
- d) There are no liquidation or bankruptcy proceedings pending against my/our company and it does not remain in bankruptcy.
- e) I/we meet the other requirements specified in the request for quotation.

.....,
Place, date

.....
Signature of authorized person

*THIS PROJECT HAS RECEIVED FUNDING FROM THE EUROPEAN UNION'S HORIZON
EUROPE RESEARCH AND INNOVATION PROGRAMM UNDER GRANT AGREEMENT
NUMBER 101058178*



Appendix No. 4 - Template of the acceptance protocol

DELIVERY RECEIPT

1. Date and place of collection:**2022** r.
2. Contract title: **Purchase and delivery of 1 (one) upgrade service of the Geostudio 2007 software package to Geostudio Max - Perpetual for the numerical analysis of geotechnical and geomechanical objects with maintenance service for the implementation of the AGEMERA project No. 101058178 - Agile Exploration and Geomodelling for European Critical Raw materials funded under the Horizon Europe programme.**
3. Supplier:
on the basis of a contract **KOPZ/2022/00.../NMG (DZ/23/10/2022)**
4. Delivery date: 2022 r.
5. Object of receipt:
 - a) Object of the contract:
 - b) Serial number:
 - c) Quantity:
6. Gross value:
7. The delivered goods are in new, non-returnable, undamaged original manufacturer's packaging, with no signs of external damage.
8. The goods specified on the packaging comply with the requirements contained in the Agreement no. **KOPZ/2022/00.../NMG (DZ/23/10/2022)**
9. Members of the committee:

First name and last name

Recipient's representatives:

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.....
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