

Enquiry for Quotation No. DZ/21/11/2023

Wrocław, dated 20.11.2023

Enquiry for Quotation

in the procurement proceedings for the purchase and delivery of a Lidar scanner probe for the implementation of the project "VOT3D. Ventilation Optimizing Technology based on 3D-scanning" Project Agreement No 21119, co-funded by EIT RawMaterials GmbH

DETAILED DESCRIPTION OF THE SUBJECT OF THE CONTRACT

I. ORDERING PARTY:

KGHM CUPRUM sp. z o.o. - Centrum Badawczo-Rozwojowe ul. Gen. Wł. Sikorskiego 2-8, 53-659 Wrocław	
National Business Registry Number (REGON): 930093846 Taxpayer Identification Number (NIP): 8960001770 Tel. +48 71 78 12 201, Fax +48 71 34 43 536 kghmcuprum.com kghm@kghmcuprum.com	<u>Contact person for the enquiry:</u> Joanna Sośnicka e-mail: joanna.sosnicka@kghmcuprum.com

II. CONTRACT AWARDING PROCEDURE

1. The Ordering Party, in accordance with Article 4 of the Act of 11 September 2019, Public Procurement Law (Polish Journal of Laws of 2021, item 1129, as amended, hereinafter: "PPL Act"), is not obliged to apply it, therefore, the contract in question is made in accordance with the principle of fair competition.
2. The proceedings is conducted based on the eligibility rules of the EIT RawMaterials programme and Horizon Europe, and the main principle of the best quality to price ratio.

III. PLACE OF PUBLICATION OF THE ENQUIRY FOR QUOTATION

Publication of the Enquiry for Quotation on the Ordering Party's website: <https://kgmccuprum.com/przetargi/> and sending it to a minimum of 3 potential suppliers.

IV. SUBJECT OF THE CONTRACT

Common Procurement Vocabulary (CPV):
33141641-5 - Probes

Description of the subject of the contract:

1. The subject of the contract is the purchase and delivery of 1 (one) Lidar scanner probe.
2. The probe should be designed to allow the employee to move freely in underground workings and to conduct measurements safely (no loose, exposed, and hanging elements of the structure). The design should include the following elements:
 - a) An Ethernet cable with a minimum throughput of 10 Gbit/s, enabling data flow from the Lidar to the computer during measurement,
 - b) A power bank for powering the computer and Lidar,
 - c) Battery capacity: min. 187Wh (14.4V, 13Ah),
 - d) Output power up to: min. 120W, 0.12kW,
 - e) Outputs: USB, 12V (car output), 12V (6mm output), AC / 230V, USB-C, USB-PD,
 - f) Backpack/vest with a frame for mounting the Lidar laser scanner (required thread for connection with Lidar 1/4" as for cameras) allowing free measurement,
 - g) Mini-computer with a quad-core processor, 4 GB RAM, gigabit Ethernet port, and USB 3.0. Compatibility with Lidars of a specified number of beams (32 and 64 beam Lidars) and processing data into a 3D model without GNSS data. Battery: capacity min. 7500 mAh

Mandatory supplier requirements:

1. The Supplier shall ensure delivery to the location specified in the Enquiry.
2. The Ordering Party requires the Supplier to deliver complete technical documentation, user manual, and other documents with the contract subject, if required by the Ordering Party or applicable legal regulations.
3. The Supplier is responsible for the proper, damage-free delivery of the contract subject.
4. The contract subject should have a minimum 12-month warranty period. The warranty should specifically state that in the event of a defect preventing proper use of the contract subject, the Supplier guarantees replacement of the defective item with a new, defect-free one, within 30 calendar days from the day of detection.
5. If the description of the contract subject includes: names of a specific manufacturer, names of a specific product, standards, this should be treated only as assistance in describing the contract subject. In every case, equivalent products in terms of design, materials, functionality, standards, and quality are acceptable. If any trademark, patent, or origin is indicated in the description of the contract subject, it should be assumed that the indicated patents, trademarks, origin define the technical, operational, and usability parameters, which means that the Ordering Party allows for

the submission of quotations for this part of the contract subject with equivalent technical, operational, and usability parameters.

V. METHOD OF CALCULATING PRICE

1. The supplier calculates the quotation price taking into account all costs associated with the implementation of the contract subject that they will have to incur.
2. The supplier calculates the quotation price taking into account all costs associated with the implementation of the contract subject, particularly VAT, excise tax if the sale of goods is subject to these taxes under separate regulations, as well as other fees and duties (including customs), delivery and transport costs. The price subject to evaluation will be the total price including all elements of the contract execution for individual parts. In particular, all prices should be given on Incoterms DDP – Delivery Duty Paid – meaning the price must include delivery to the Ordering Party's headquarters and paid customs duty.
3. The Ordering Party allows the possibility of submitting a quotation in Polish zlotys (PLN) or in foreign currency (EURO or USD) (to two decimal places). A quotation submitted in a foreign currency will be converted according to the average exchange rate announced by the National Bank of Poland on the day of opening the quotations. An invoice issued in a foreign currency will be converted to PLN according to the NBP (National Bank of Poland) exchange rate from the day preceding the initiation of this quotation enquiry.
4. When evaluating the quotations, the Ordering Party will consider the total amount of funds that it will be obliged to spend for the execution of the contract - i.e., the gross amount including VAT, customs duty, and excise tax, if they are due under separate regulations. Foreign suppliers, who are not obliged to pay VAT in Poland under separate regulations, should only indicate the price with a 0% VAT rate. In assessing the quotations in terms of the price criterion, the Ordering Party, for comparison purposes, will add to the quotation price of foreign suppliers the amount of VAT due and customs duty (if applicable - for foreign suppliers outside the European Union), which the Ordering Party would be obliged to pay to the appropriate tax office in accordance with the applicable regulations.

VI. EVALUATION CRITERIA

1. The Ordering Party will select the most advantageous quotation, which obtains the highest number of points, based on the criteria set out below.
2. Selection criteria:
 - a) The Ordering Party will evaluate and compare only those offers that have been deemed compliant with the law, consistent with the conditions set out in this quotation enquiry, and not rejected due to non-compliance with the conditions specified in this enquiry.
 - b) A quotation can obtain a maximum of 100 points = 100%
 - c) In selecting quotations, the Ordering Party will be guided by the following criteria:
 - **Criterion No. 1: Gross price for the entire subject of the order – criterion weight 100% (C)** (maximum 100 points)

8

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

where:

- C - number of points possible to obtain in the PRICE criterion
- Cmin - the lowest price among the quotations
- Cof - price of the evaluated quotation

3. If two or more quotations present the same balance of price and other evaluation criteria, the Ordering Party may invite Suppliers who have submitted quotations to submit additional quotations within a deadline set by the Ordering Party (Suppliers, when submitting additional quotations, cannot offer prices higher than those offered in the originally submitted quotations), or the Ordering Party may choose the one with the lowest price among the quotations.

VII. DEADLINE AND PLACE OF CONTRACT EXECUTION

Procurement execution term: **by 22.12.2023**

Place of contract execution: **KGHM CUPRUM sp. z o.o.
Centrum Badawczo-Rozwojowe
ul. Pracka 3a
54-066 Wrocław**

VIII. DESCRIPTION OF THE PROPOSAL PREPARATION METHOD

Only quotations filled out on the quotation form according to the template constituting **Annex No. 1** and the required attachments to this enquiry will be considered.

The quotation should:

1. Include an estimation of costs associated with the execution of the contract, prepared based on all information contained in this Enquiry for Quotation.
2. Be consistent with the description of the contract subject.
3. Be prepared in Polish or English, typed, computer-generated, or using another durable and legible technique.
4. The Ordering Party requires that the quotation be submitted in PLN, EURO, or USD.
5. The quotation price must include all costs that the Supplier will incur in connection with the execution of the entire subject of this enquiry for quotation.
6. Include the Supplier's Declaration of meeting the conditions for participation in the proceedings, constituting an integral part of the Quotation Form, which is **Annex No. 1** to the Enquiry for Quotation.
7. Include the Supplier's Declaration of no capital or personal ties with the Ordering Party according to the template constituting **Annex No. 2** to this enquiry.
8. The quotation form along with attachments should be signed by the Supplier or a person authorised to represent them according to the information disclosed in the register appropriate for the Supplier's activity or according to the presented power of attorney in this

- respect. Signatures must be made in a way that allows for the identification of the signing person.
9. The quotation must include a valid transcript from the appropriate register or record relevant to the Supplier's activity if separate regulations require registration. The transcript should be issued no earlier than 6 months before the deadline for submitting quotations. The above provision does not apply if the entry in the appropriate register or record is publicly available (if applicable).
 10. In the case of signing documents by the Supplier's proxy, a power of attorney authorising representation of the Supplier in this respect must be mandatorily attached to the quotation.
 11. If the Supplier is based or resides outside the territory of the Republic of Poland, and in the place of residence of the person or in the country where the Supplier is based or resides, such documents as specified above are not issued, they shall be replaced with a document containing a declaration, which also specifies the persons authorised to represent the Supplier, made before the relevant judicial, administrative body or a professional or economic self-government body of the country of the person's place of residence or the country in which the Supplier is based or resides, or before a notary, issued no earlier than 6 months before the deadline for submitting quotations. The document should be submitted in Polish or English.
 12. It is not permissible for the Supplier to make any changes to the previously prepared content of the quotation after the deadline for its submission.
 13. The technical specification of the offered equipment should be attached to the quotation in order to confirm compliance with the requirements specified in the enquiry for quotation. The Ordering Party allows the inclusion of specifications in English.

IX. PLACE, MANNER AND DEADLINES FOR SUBMITTING QUOTATIONS

1. Quotations can be submitted electronically in the form of signed scans of documents to the address: przetargi@kghmcuprum.com. The email should be titled: "Quotation for the purchase and delivery of a Lidar scanner probe for the implementation of the project"

Deadline for submitting quotations: until 24.11.2023, by 08:00 am
(the date and time of receipt by the Ordering Party shall prevail)

2. Tenders submitted after this date will not be taken into consideration.
3. The Contractor will be bound by the quotation for 30 days, counting from the day designated for submitting quotations.

X. INFORMATION ON THE METHOD OF COMMUNICATION BETWEEN THE ORDERING PARTY AND BIDDERS

Form and rules of communication:

- 1) Any Supplier may electronically request the Ordering Party for clarification of the content of the Enquiry for Quotation until the day 22.11.2023r. by 09:00 am. The Supplier's questions must be formulated electronically and sent to the email address joanna.sosnicka@kghmcuprum.com. The Ordering Party reserves the right to leave unanswered any question received after this deadline.

4

- 2) The content of the questions along with explanations (without disclosing the source of the question) will be published by the Ordering Party on the website at <https://kghmcuprum.com/przetargi/> and will notify Suppliers who have expressed their interest in the proceedings, and will also inform electronically the Suppliers invited to submit a quotation.
- 3) In justified cases, the Ordering Party may, before the deadline for submitting quotations, change the content of the enquiry for quotation. Any change made will be published by the Ordering Party on the website at <https://kghmcuprum.com/przetargi/> and will inform electronically the Bidders to whom the Enquiry for Quotation was sent.
- 4) If, as a result of the change in the content of the Enquiry for Quotation, additional time is needed to make changes to the quotations, the Ordering Party will extend the deadline for submitting quotations, informing about this on the website at <https://kghmcuprum.com/przetargi/> and will inform electronically the Suppliers to whom the Enquiry for Quotation was sent.

XI. DECISION/SELECTION OF THE QUOTATION

The opening of quotations will take place on 24.11.2023 at 8:30 am. The Supplier of the selected quotation will be informed by email about the conclusion of the proceedings and the selection of their quotation.

The Ordering Party will inform the other Suppliers participating in the proceedings about the results in a manner analogous to the announcement of the Enquiry for Quotation.

The Supplier may change or withdraw their quotation before the deadline for opening quotations. In the criterion for evaluating quotations, the last quotation submitted by the Supplier will be taken into account. During the examination and evaluation of quotations, the Ordering Party may request Suppliers for clarifications of the content of the submitted quotations.

XII. CONDITIONS FOR PARTICIPATION IN THE PROCEEDINGS

The contract may be granted to Suppliers who meet the following conditions and submit a declaration that they:

- a) have the rights to perform the specific activity or actions that are the subject of this contract
- b) have the necessary knowledge and experience and have the appropriate technical potential and persons capable of performing the task;
- c) are in an economic and financial situation that ensures the proper execution of the contract in question.
- d) are not undergoing liquidation, bankruptcy proceedings and are not bankrupt
- e) are not in a legal dispute with the Company and no judgement has been issued indicating that the Company has claims for damages against the Supplier.

To confirm the fulfilment of the above conditions, Suppliers will submit an appropriate declaration found in the quotation form. Signing the declaration will be considered as confirmation of meeting the conditions for participation in the proceedings. The Ordering Party will assess the fulfilment of the conditions for participation in the proceedings on a "meets-does not meet" basis.

XIII. CONDITIONS FOR EXCLUSION FROM PARTICIPATION IN THE PROCEEDINGS

Entities that are personally or financially connected with the Ordering Party are excluded from participation in the proceedings. Personal or capital ties are understood as mutual relations between the Ordering Party or persons authorised to incur obligations on behalf of the Ordering Party or persons performing activities related to the preparation and conducting of the proceedings for selecting the Bidder, and the Bidder, particularly involving:

- a) participation in a company as a partner of a civil law partnership or a partnership;
- b) holding at least 10% of shares or stocks, unless a lower threshold results from legal provisions;
- c) serving as a member of the supervisory or management body, proxy, or representative;
- d) being in a marital relationship, in a relationship of kinship or affinity in a straight line, second-degree kinship or second-degree affinity in a lateral line, or in a relationship of adoption, custody, or guardianship.

To confirm the fulfilment of the above conditions, Suppliers will submit an appropriate declaration found in **Annex No. 2** to this Enquiry for Quotation.

XIV. REJECTION OF THE QUOTATION

1. In these proceedings, a quotation will be rejected if it:
 - a. is inconsistent with the content of this enquiry for quotation, or
 - b. is incomplete, i.e., does not contain documents and/or declarations required by this enquiry for quotation (section VIII.) despite a call to supplement, or
 - c. contains false information, or
 - d. for which the Bidder did not submit explanations requested by the Ordering Party in accordance with the request, or
 - e. for which the Ordering Party issued a call to submit documents, as mentioned in section VIII. of this enquiry for quotation, and the Contractor did not respond to this call in accordance with its content,
 - f. was modified after the deadline for submitting quotations,
 - g. was submitted after the deadline for submitting quotations.

XV. OTHER RELEVANT INFORMATION

1. The costs of participating in the proceedings are borne by the Suppliers.
2. The Supplier's remuneration will be payable after the delivery of the contract subject to the Ordering Party confirmed by signing the Acceptance Protocol by both parties.
3. Immediately after the selection of the quotation, the selected Supplier will be sent a Contract by email to the address indicated in the quotation, in accordance with the template constituting Annex No. 3 to this enquiry. The deadline for completing the contract begins from the date of delivery of the contract to the Supplier. The date of entering the contract by the Ordering Party into the computer system is equivalent to the date of delivery of the contract to the Supplier.
4. The Supplier undertakes to keep confidential all unpublished information and contents of documents related to these proceedings or obtained in connection with these proceedings. The obligation mentioned in the previous sentence is not limited in time.
5. The Ordering Party requires that the offered contract subject be free from any physical and legal defects and brand new.

6. A warranty of at least 12 months on the terms specified by the Ordering Party should be provided for the contract subject.
7. The Ordering Party does not allow the submission of alternative quotations.
8. The Ordering Party does not allow the submission of partial quotations.
9. The costs of transport to the Ordering Party's headquarters and insurance are covered by the Supplier.
10. The Ordering Party does not allow the possibility of subcontracting part or all of the contract.
11. Payment terms for the performed service – transfer within 7 days
12. The Ordering Party reserves the right to reject a quotation due to an excessively low price in relation to the subject of the order, i.e., when the quotation price significantly deviates from market prices or raises doubts about the possibility of executing the contract subject. The Commission requests the Supplier to clarify the substantiation of the price calculation to determine the possibility of properly executing the contract subject, unless it is obviously unnecessary.
13. The Ordering Party reserves the right to cancel this proceedings at any stage without giving a reason, especially in the case when:
 - a. no quotation not subject to rejection was submitted;
 - b. the price of the most advantageous quotation exceeds the amount the Ordering Party can allocate for funding the contract;
 - c. the proceedings are flawed with an irremovable defect that prevents the conclusion of a non-cancellable agreement for the contract;
 - d. there has been a significant change in circumstances which means that conducting the proceedings or performing the contract is not in the interest of the Ordering Party, which could not have been predicted in advance.
14. In the event of obvious errors in the quotation that do not result in significant changes in its content, they may be corrected and immediately notified to the Supplier. The Ordering Party may refrain from correcting errors and from calling for the completion and clarification of quotations, provided that it does not affect the selection of the most advantageous quotation.
15. In the event of the cancellation of the proceedings, the Bidders are not entitled to any claims against the Ordering Party.
16. If the Supplier, whose quotation was selected, withdraws from concluding the agreement, the Ordering Party may choose the most advantageous quotation from the remaining quotations.
17. The Ordering Party reserves the right to negotiate the price verbally or in writing with the Suppliers.
18. Notification of the selection of the quotation as the most advantageous does not mean its acceptance. The conditions on which the purchase is made are confirmed by signing an Agreement with the Supplier or by placing a Contract. The Ordering Party has the right not to sign an Agreement with the Supplier whose bid was the most advantageous, or not to place a signed Contract with them.
19. The contract is granted via a enquiry for quotation, in accordance with the principles of: efficiency, transparency, and clarity, as well as the best quality in relation to the price.
20. By submitting a quotation in the proceedings, the Supplier declares that both they and their representatives and their beneficial owners as defined by the Act of March 1, 2018, on counteracting money laundering and terrorist financing (Polish Journal of Laws of 2020, item 971, as amended) are not subject to economic sanctions, and acknowledges that before



signing the agreement, a verification will be conducted in terms of presence on publicly available sanction lists.

21. By submitting a quotation in the proceedings, the Supplier declares that they undertake to comply with all applicable legal provisions concerning the prevention, combating, and responding to suspected or actual corrupt behaviour, and that they have familiarised themselves 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 of Companies available at <https://kghm.com/pl/przetargi/klauzula-antykorupcyjna> 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 for the parties.
22. In matters not regulated by the provisions of this enquiry for quotation, the provisions of the Civil Code shall apply.

XVI. INFORMATION CLAUSE ON THE PROCESSING OF PERSONAL DATA BY THE ORDERING PARTY IN ACCORDANCE WITH ART. 13 OF THE GDPR APPLIED BY THE ORDERING PARTY FOR THE PURPOSE RELATED TO THE CONDUCT OF THE PROCEEDINGS FOR AWARDING A CONTRACT VIA AN ENQUIRY FOR QUOTATION

The Ordering Party informs that in accordance with Art. 13 of the General Data Protection Regulation of April 27, 2016 (Official Journal of the EU L 119 of 04.05.2016), please be informed that:

- 1) the controller of your personal data is KGHM CUPRUM sp. z o.o – CBR, 53-659 Wrocław, ul. Gen. Wł. Sikorskiego 2-8,
- 2) contact with the Data Protection Officer - iod@kghmcuprum.com
- 3) The Data Controller processes:
 - a. Personal data of bidders – in the case of submitting a quotation by a bidder who is a natural person – legal basis for processing: Art. 6 (b) of the GDPR and Art. 6 (c) of the GDPR – for the purpose of selecting the quotation, concluding and executing the agreement, as well as fulfilling other obligations imposed on the Data Controller by law, in connection with its conclusion.
 - b. Personal data of persons representing the bidder – legal basis for processing: Art. 6 (f) of the GDPR – the legally justified interest of the Data Controller consisting in enabling the selection of the quotation, conclusion, and execution of the agreement.
 - c. Personal data of other natural persons indicated by the bidder for contacts with the Ordering Party – legal basis for processing: Art. 6 (f) of the GDPR – the legally justified interest of the Data Controller consisting in enabling the selection of the quotation and execution of the agreement.
- 4) Recipients of your personal data will only be entities authorised to obtain personal data based on legal provisions
- 5) Personal data will be stored for the time necessary to implement and settle the agreement and necessary for the limitation of any claims;
- 6) providing personal data is voluntary for the purpose of concluding and executing the agreement binding the Ordering Party with the Contractor within the framework of this proceedings conducted via an enquiry for quotation, however, refusal to provide them will prevent cooperation between the aforementioned parties;
- 7) regarding personal data, decisions will not be made in an automated manner, in accordance with Art. 22 of the GDPR;
- 8) individuals whose personal data are transferred to the Ordering Party in the course of these proceedings have:
 - a) the right to access their personal data;

- b) the right to deletion of their personal data, in situations specified in Art. 17(1) of the GDPR, subject to Art. 17(3) of the GDPR;
 - c) based on Art. 18 of the GDPR, the right to request the controller to restrict the processing of personal data, subject to the cases referred to in Art. 18(2) of the GDPR;
 - d) the right to object to the processing of their personal data; - provided that the requests are not evidently unfounded or excessive and do not limit or exclude other provisions;
- 9) individuals whose personal data are transferred to the Ordering Party in the course of these proceedings have the right to lodge a complaint with the President of the Personal Data Protection Office if any of these individuals believe that the processing of their personal data violates the provisions of the GDPR.

ANNEXES:

- Annex No. 1 – Quotation Form
- Annex No. 2 – Declaration of no capital and personal ties with the Ordering Party
- Annex No. 3 – Contract template with attachments.

Kierownik
Działu Zakupów

Alicja Niedziela

Annex No. 1 to Enquiry for Quotation No. DZ/21/11/2023

Bidder's name	.....
Bidder's address	.....
Taxpayer Identification Number (NIP)	.....
Tel.	.....
E-mail:	.....
Contact person	.....
No. of bank account for payment	.....

ORDERING PARTY:
KGHM CUPRUM Sp. z o.o.
Centrum Badawczo - Rozwojowe
Gen. Władysława Sikorskiego 2-8,
53-659 Wrocław

TENDER FORM

In response to the enquiry for quotation for the purchase and delivery of a Lidar scanner probe for the implementation of the project "VOT3D. Ventilation Optimizing Technology based on 3D-scanning" Project Agreement No 21119, co-funded by EIT RawMaterials GmbH

I hereby submit a quotation:

I. SUBJECT OF THE CONTRACT

The subject of the Contract is the purchase and delivery of a Lidar scanner probe for the implementation of the project "VOT3D. Ventilation Optimizing Technology based on 3D-scanning" Project Agreement No 21119, funded by EIT RawMaterials GmbH

Detailed description of the Contract subject has been specified in this Enquiry for Quotation. The offered device should meet the minimum technical requirements indicated in the Enquiry for Quotation.

The quotation must include a technical specification with parameters no worse than those indicated in the Enquiry for Quotation.

4

II. PRICE AND DEADLINE

Net price for the entire Contract subject	.....
Gross price for the entire Contract subject	.....
including VAT at ....%	.....
<i>In words, gross amount:</i>	.....
Validity period of the quotation	30 days
Time limit for payment	Bank transfer within 7 days
Contract completion deadline	by 22.12.2023

III. DECLARATIONS

- 1) I declare that:
 - a) I have the rights to perform the specified activity or actions, if the law requires such rights;
 - b) I meet the conditions regarding the necessary knowledge and experience and have the appropriate technical potential and personnel capable of performing the task;
 - c) I am in a stable financial and economic situation that guarantees the execution of this contract;
 - d) no liquidation or bankruptcy proceedings are being conducted against my company, and it is not in bankruptcy;
 - e) I am not involved in any legal dispute with the Ordering Party, and no judgment has been issued indicating that the Ordering Party has any claims for damages against the Contractor.
- 2) The prepared quotation meets all the requirements specified in the Enquiry for Quotation No. DZ/21/11/2023 dated 20.11.2023, hereinafter referred to as the Enquiry for Quotation.
- 3) I bear responsibility for the correct, damage-free delivery of the Contract subject.
- 4) I have sufficiently and necessarily familiarised myself with the detailed scope of the contract contained in the Enquiry for Quotation and all information necessary to execute the contract, including the possibility of asking questions about the contract. Ignorance of the above state cannot be the cause of additional financial claims.
- 5) I commit to keeping all information obtained during the tender proceedings confidential.
- 6) The Contract subject complies with the detailed specification and is free from any physical and legal defects and is brand new.
- 7) By submitting a quotation in the proceedings, I undertake to complying with all applicable legal provisions concerning the prevention, combating, and responding to suspected or actual corrupt behaviour, and that I have familiarised myself 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 of Companies available at <https://kgmh.com/pl/przetargi/klauzula-antykorupcyjna> and the anti-corruption clause of KGHM CUPRUM sp. z o.o. - CBR available at

9

<https://kghmcuprum.com/wp-content/uploads/2022/04/klauzula-antykorupcyjna-kghm-cuprum-sp-z-o-o-cbr.pdf>, which will be binding for the parties.

- 8) By submitting a quotation in the proceedings, I declare that both they and their representatives as and their beneficial owners by the Act of March 1, 2018, on counteracting money laundering and terrorist financing (Polish Journal of Laws of 2020, item 971, as amended) are not subject to economic sanctions, and acknowledges that before signing the agreement, a verification will be conducted in terms of presence on publicly available sanction lists.

- 9) GDPR information clause

In accordance with Art. 13 of the General Data Protection Regulation of April 27, 2016 (Official Journal of the EU L 119 of 04.05.2016), please be informed that:

- a) the controller of your personal data is KGHM CUPRUM sp. z o.o – CBR, 53-659 Wrocław, ul. Gen. Wł. Sikorskiego 2-8,
- b) contact with the Data Protection Officer - iod@kghmcuprum.com
- c) The Data Controller processes:
 - a. Personal data of bidders – in the case of submitting a quotation by a bidder who is a natural person – legal basis for processing: Art. 6 (b) of the GDPR and Art. 6 (c) of the GDPR – for the purpose of selecting the quotation, concluding and executing the agreement, as well as fulfilling other obligations imposed on the Data Controller by law, in connection with its conclusion.
 - b. Personal data of persons representing the bidder – legal basis for processing: Art. 6 (f) of the GDPR – the legally justified interest of the Data Controller consisting in enabling the selection of the quotation, conclusion, and execution of the agreement.
 - c. Personal data of other natural persons indicated by the bidder for contacts with the Ordering Party – legal basis for processing: Art. 6 (f) of the GDPR – the legally justified interest of the Data Controller consisting in enabling the selection of the quotation and execution of the agreement.
- d) Recipients of your personal data will only be entities authorised to obtain personal data based on legal provisions
- e) Personal data will be stored for the time necessary to implement and settle the agreement and necessary for the limitation of any claims;
- f) providing personal data is voluntary for the purpose of concluding and executing the agreement binding the Ordering Party with the Supplier within the framework of this proceedings conducted via an enquiry for quotation, however, refusal to provide them will prevent cooperation between the aforementioned parties;
- g) regarding personal data, decisions will not be made in an automated manner, in accordance with Art. 22 of the GDPR;
- h) individuals whose personal data are transferred to the Ordering Party in the course of these proceedings have:
 - ✓ the right to access their personal data;
 - ✓ the right to deletion of their personal data, in situations specified in Art. 17(1) of the GDPR, subject to Art. 17(3) of the GDPR;
 - ✓ based on Art. 18 of the GDPR, the right to request the controller to restrict the processing of personal data, subject to the cases referred to in Art. 18(2) of the GDPR;
 - ✓ the right to object to the processing of their personal data; - provided that the requests are not evidently unfounded or excessive and do not limit or exclude other provisions;
- i) individuals whose personal data are transferred to the Ordering Party in the course of these proceedings have the right to lodge a complaint with the President of the Personal Data Protection Office if any of these individuals believe that the processing of their personal data violates the provisions of the GDPR.

I declare that the following attachments form an integral part of the quotation:

1. Declaration appointing a proxy – applicable / not applicable (delete as appropriate)

2. Declaration of no personal and capital ties with the Ordering Party – constituting Annex No. 2
3. Technical specification

.....
Place, date

.....
Signature of the person authorised to
represent the Supplier/Contractor

4

Annex No. 2 to Enquiry for Quotation No. DZ/21/11/2023

Bidder's name	.....
Bidder's address	.....
Taxpayer Identification Number (NIP)	.....
Tel.	.....
E-mail:	.....
Contact person	.....

ORDERING PARTY:
KGHM CUPRUM Sp. z o.o.
Centrum Badawczo - Rozwojowe
Gen. Władysława Sikorskiego 2-8,
53-659 Wrocław

Declaration of no capital or personal ties with the Ordering Party

I/we declare that the Supplier has no capital or personal ties with the Ordering Party. Personal or capital ties are understood as mutual relations between the Ordering Party or persons authorised to incur obligations on behalf of the Ordering Party or persons performing activities related to the preparation and conducting of the proceedings for selecting the Bidder, and the Bidder, particularly involving:

- a) participation in a company as a partner of a civil law partnership or a partnership;
- b) holding at least 10% of shares or stocks, unless a lower threshold results from legal provisions;
- c) acting as a member of a supervisory or management board, proxy, representative,
- d) being in a marital relationship, in a relationship of kinship or affinity in a straight line, second-degree kinship or second-degree affinity in a lateral line, or in a relationship of adoption, custody, or guardianship.

.....
Place, date

.....
Signature of the authorised person

Wrocław,2023

KGHM CUPRUM sp. z o.o.
Centrum Badawczo-Rozwojowe

ul. Gen. Wł. Sikorskiego 2-8
53-659 Wrocław

tel. +48 71 781 22 01
fax +48 71 344 35 36

kghm@kghmcuprum.com
kghmcuprum.com

Konto Bankowe
PKO BP S.A.
07 1020 1026 0000 1502 0305 2180

NIP PL 8960001770
REGON 930093846

Numer rejestrowy BDO: 000148378

Zarząd
KGHM CUPRUM sp. z o.o. CBR

Radosław Pilut
Prezes Zarządu

Lech Szyszkwicz
Wiceprezes Zarządu

Prokurent
Magdalena Król
Anna Wróbel

Spółka jest zarejestrowana w Sądzie Rejonowym dla Wrocławia - Fabrycznej we Wrocławiu, w VI Wydziale Gospodarczym Krajowego Rejestru Sądowego, nr KRS: 0000100797

Wysokość kapitału zakładowego:
17 329 000,00 zł



AB 726



CONTRACT No.

Contract for the purchase and delivery of a Lidar scanner probe for the implementation of the project "VOT3D. Ventilation Optimizing Technology based on 3D-scanning" Project Agreement No 21119, co-funded by EIT RawMaterials GmbH in accordance with the quotation dated11.2023, which is an annex to this Contract.

I. SUBJECT OF THE CONTRACT

The subject of the contract is the purchase and delivery of a probe for a Lidar scanner in accordance with the description below and the submitted quotation constituting Annex No. 1 to these Contract.

No.	Subject of the Contract	Quantity
1	<p>The probe should be designed to allow the employee to move freely in underground workings and to conduct measurements safely (no loose, exposed, and hanging elements of the structure). The design should include the following elements:</p> <ul style="list-style-type: none"> a) An Ethernet cable with a minimum throughput of 10 Gbit/s, enabling data flow from the Lidar to the computer during measurement, b) A power bank for powering the computer and Lidar, c) Battery capacity: min. 187Wh (14.4V, 13Ah), d) Output power up to: min. 120W, 0.12kW, e) Outputs: USB, 12V (car output), 12V (6mm output), AC / 230V, USB-C, USB-PD, f) Backpack/vest with a frame for mounting the Lidar laser scanner (required thread for connection with Lidar 1/4" as for cameras) allowing free measurement, g) Mini-computer with a quad-core processor, 4 GB RAM, gigabit Ethernet port, and USB 3.0. Compatibility with Lidars of a specified number of beams (32 and 64 beam Lidars) and processing data into a 3D model without GNSS data. Battery: capacity min. 7500 mAh. 	1 piece

KGHM CUPRUM sp. z o.o.
Centrum Badawczo-Rozwojowe

ul. Gen. Wł. Sikorskiego 2-B
53-659 Wrocław

tel. +48 71 781 22 01
fax +48 71 344 35 36

kg hm@kg hmcuprum.com
kg hmcuprum.com

Konto Bankowe
PKO BP S.A.
07 1020 1026 0000 1502 0305 2180

NIP PL 8960001770
REGON 930093846

Numer rejestrowy BDO: 000148378

Zarząd
KGHM CUPRUM sp. z o.o. CBR

Radosław Piłut
Prezes Zarządu

Lech Szyszkwicz
Wiceprezes Zarządu

Prokurent
Magdalena Król
Anna Wróbel

Spółka jest zarejestrowana w Sądzie Rejonowym dla Wrocławia-Fabrycznej we Wrocławiu, w VI Wydziale Gospodarczym Krajowego Rejestru Sądowego, nr KRS: 0000100797

Wysokość kapitału zakładowego:
17 329 000,00 zł



AB 726



II. CONTRACT COMPLETION DEADLINE

The Contract subject will be delivered to the Ordering Party's headquarters no later than on 22.12.2023.

III. REMUNERATION AND PAYMENT CONDITIONS

The Supplier's remuneration will be paid in full in one instalment after the Ordering Party has been handed over the contract subject, which will be confirmed by both parties signing a Delivery Acceptance Protocol indicating that the Ordering Party has no objections to the Contract

The acceptance of the Contract subject by the Ordering Party without objections, based on the protocol mentioned in the previous sentence, constitutes the basis for issuing a VAT invoice for the completed Contract.

Payment terms for the delivery of the Contract – bank transfer within 7 days from the date the Ordering Party receives a correctly issued VAT invoice.

The net price for the entire Contract subject – PLN (in words: zlotys /100). The Contractor will add the applicable VAT to the remuneration, in accordance with the current regulations.

Payment will be made to the bank account with the number:

The Ordering Party reserves the right to settle the remuneration within the framework of the split payment mechanism provided for in the regulations of the Act on Goods and Services Tax (if applicable).

The Supplier is obliged to ensure that the Supplier's bank account for the payment of remuneration indicated above:

- is an account enabling payment within the framework of the split payment mechanism mentioned above (if applicable), and
- is an account listed in the electronic register of entities maintained since 1 September 2019 by the Head of the National Revenue Administration, as referred to in the Act on Goods and Services Tax (hereinafter: the Register) (if applicable).

In the event that the Contractor's bank account does not meet the conditions specified under points a) and b) above, any delay in making the payment within the time limit specified in this point resulting from the inability of the Ordering Party to make the payment of remuneration using the split payment mechanism or to make the payment to an account covered by the Register, does not constitute for the Contractor the right to demand from the Ordering Party any interest, as well as other compensations/damages/claims for making a late payment (if applicable).



KGHM CUPRUM sp. z o.o.
Centrum Badawczo-Rozwojowe

ul. Gen. Wł. Sikorskiego 2-8
53-659 Wrocław

tel. +48 71 781 22 01
fax +48 71 344 35 36

kghm@kghmcuprum.com
kghmcuprum.com

Konto Bankowe
PKO BP S.A.
07 1020 1026 0000 1502 0305 2180

NIP PL 8960001770
REGON 930093846

Numer rejestrowy BDO: 000148378

Zarząd
KGHM CUPRUM sp. z o.o. CBR

Radosław Pilut
Prezes Zarządu

Lech Szyszkwicz
Wiceprezes Zarządu

Prokurent
Magdalena Król
Anna Wróbel

Spółka jest zarejestrowana w Sądzie Rejonowym dla Wrocławia-Fabrycznej we Wrocławiu, w VI Wydziale Gospodarczym Krajowego Rejestru Sądowego, nr KRS: 0000100797

Wysokość kapitału zakładowego:
17 329 000,00 zł



AB 726



Claims arising from the Contract, including compensatory and interest claims, cannot be the subject of trade without the Ordering Party's written consent, otherwise being null and void.

The Ordering Party declares that it has the status of a large entrepreneur within the meaning of the provision of Article 4(6) of the Act of 8 March 2013 on countering excessive delays in commercial transactions.

IV. INVOICE DETAILS

Company name:
KGHM CUPRUM sp. z o.o. Research and Development Centre
Ul. gen. Wł. Sikorskiego 2-8
53-659 Wrocław
Taxpayer Identification Number (NIP): 8960001770

IV. TERMS OF REFERENCE

- 1) The Supplier will ensure the delivery of the Contract subject to the Ordering Party's company headquarters at ul. Pracka 3a, 54-066 Wrocław.
- 2) The Ordering Party requires the Supplier to deliver complete technical documentation, user manual, and other documents with the contract subject, if required by the Ordering Party or applicable legal regulations.
- 3) The Supplier is responsible for the proper, damage-free delivery of the Contract subject.
- 4) The Contract subject has a 12-month warranty period counted from the date of signing by the Parties of the bilateral acceptance protocol of the Contract subject.
- 5) The Supplier declares that the Contract subject is free from any physical and legal defects and is brand new.
- 6) In the event of detecting a defect that prevents the proper use of the Contract subject, the Supplier guarantees the replacement of the defective Contract subject with a new, defect-free one, within 30 calendar days from the day of detection.
- 7) In the event that the Supplier refuses to remove the defects or does not remove them within the time limit set by the Ordering Party, or if it appears from the circumstances that they will not be able to remove them within this time limit, the Ordering Party has the right to commission the removal of these defects to a third party at the cost and risk of the Supplier. Due to this, the Ordering Party does not lose any rights under the warranty provided by the Supplier.
- 8) In the event of detecting defects during acceptance, the Ordering Party is entitled to the following rights:
 - 1) if the defects can be remedied, the Ordering Party may:
 - a) demand the removal of defects within a deadline set by themselves,
 - b) refuse to accept the Contract subject until the defects are remedied, and in this case, the date of execution of the Contract will be considered the date of signing the quantitative and qualitative acceptance protocol of the Contract subject without reservations,
 - 2) if the defects cannot be remedied - demand the delivery of the Contract subject free from defects, setting an additional deadline for the Supplier for this purpose, or withdraw from the purchase for reasons attributable to the Supplier.
- 9) The Supplier is responsible for the Contract subject until the completion of its acceptance by the Ordering Party (i.e., the signing of the quantitative and qualitative acceptance protocol without reservations).



KGHM CUPRUM sp. z o.o.
Centrum Badawczo-Rozwojowe

ul. Gen. Wł. Sikorskiego 2-8
53-659 Wrocław

tel. +48 71 781 22 01
fax +48 71 344 35 36

kghm@kghmcuprum.com
kghmcuprum.com

Konto Bankowe
PKO BP S.A.
07 1020 1026 0000 1502 0305 2180

NIP PL 8960001770
REGON 930093846

Numer rejestrowy BDO: 000148378

Zarząd
KGHM CUPRUM sp. z o.o. CBR

Radosław Piłut
Prezes Zarządu

Lech Szyszkwicz
Wiceprezes Zarządu

Prokurent
Magdalena Król
Anna Wróbel

Spółka jest zarejestrowana w Sądzie Rejonowym dla Wrocławia-Fabrycznej we Wrocławiu, w VI Wydziale Gospodarczym Krajowego Rejestru Sądowego, nr KRS: 0000100797

Wysokość kapitału zakładowego:
17 329 000,00 zł



AB 726



- 10) The Supplier's remuneration will be payable after the Ordering Party has been handed over the Contract subject, confirmed by both parties signing the Acceptance Protocol (quantitative and qualitative) indicating that the Ordering Party has no objections to the Contract.
- 11) The Ordering Party reserves the right to make changes, including extending the deadline for the execution of the Contract. Any changes to the Contract provisions will be made in the form of a written annex and may be introduced, in particular, due to:
 - The occurrence of justified changes in the scope and manner of executing the Contract subject,
 - The occurrence of objective reasons independent of the Ordering Party and Supplier affecting the subject,
 - Circumstances resulting from force majeure,
 - Prolonged administrative procedures beyond the periods indicated in the relevant legal regulations for reasons beyond the Parties' control,
 - Changes in legal regulations,
 - Changes in the funding agreement that the Ordering Party concludes with the Funding Institution, i.e., the European Commission,
 - Changes in the deadline for the execution of the Contract subject at the request of the Ordering Party or for reasons independent of or justified by the Supplier,
 - Changes in the payment deadline;
 - Updating the Supplier's and Ordering Party's data through: change of company name, change of registered address, change of legal form, etc.

IV. CONTACT PERSONS

From the Ordering Party's side, the coordination of the Contract is managed by:
....., E-mail:, tel.

From the Supplier's side, the coordination of the Contract is managed by:
....., E-mail:, tel.

V. FINAL PROVISIONS

- 1) The Contractor commits to maintaining the confidentiality of all information regarding the execution of the Contract. The obligation mentioned in the previous sentence is not limited in time.
- 2) The Contractor declares that they have familiarised themselves with the Anti-Corruption Policy of the KGHM Group, the KGHM Group Code of Ethics, 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> and will adhere to their provisions.
- 3) The Contractor declares that neither they nor their representatives nor their beneficial owners, as defined by the Act of 1st March 2018 on Counteracting Money Laundering and Terrorism Financing (Polish Journal of Laws of 2020, item 971, as amended), are subject to economic sanctions, and acknowledges that before signing this agreement and during its execution, a verification may be conducted regarding their presence on publicly available sanction lists.
- 4) The Contractor declares that they have acquainted themselves with the Information on Personal Data Processing, which constitutes an Annex to this Contract.

KGHM CUPRUM sp. z o.o.
Centrum Badawczo-Rozwojowe

ul. Gen. Wł. Sikorskiego 2-8
53-659 Wrocław

tel. +48 71 781 22 01
fax +48 71 344 35 36

kgm@kgmcuprum.com
kgmcuprum.com

Konto Bankowe
PKO BP S.A.
07 1020 1026 0000 1502 0305 2180

NIP PL 8960001770
REGON 930093846

Numer rejestrowy BDO: 000148378

Zarząd
KGHM CUPRUM sp. z o.o. CBR

Radostaw Piłut
Prezes Zarządu

Lech Szyszkowicz
Wiceprezes Zarządu

Prokurent
Magdalena Król
Anna Wróbel

Spółka jest zarejestrowana w Sądzie Rejonowym dla Wrocławia-Fabrycznej we Wrocławiu, w VI Wydziale Gospodarczym Krajowego Rejestru Sądowego, nr KRS: 0000100797

Wysokość kapitału zakładowego:
17 329 000,00 zł

Annexes:

1. Quotation dated11.2023
2. Information on Personal Data Processing
3. Sample Acceptance Protocol

Ordering Party

Supplier



AB 726



Annex No. 2 to Contract No.

INFORMATION ON PERSONAL DATA PROCESSING

Personal data processing

1. Each Party, as a data controller of personal data obtained from the other Party in connection with the execution of the Contract, is obliged to comply with the relevant regulations on personal data protection, particularly the Regulation of the European Parliament and of the Council (EU) 2016/679 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/GDPR), including fulfilling the information obligations specified in its Articles 13 and 14 (also referred to as the provision of the information clause).
2. In connection with the execution of the Contract, there will be a transfer of personal data between the Parties (between data controllers):
 - a) of persons representing the other Party at the signing of the Agreement or physical persons/partners of a partnership according to the legal form of the Party;
 - b) of persons authorised for contacts and making current arrangements in matters of cooperation between the Parties;
 - c) of other persons specified in the order as Representatives.
3. Persons designated to represent the parties shall familiarise themselves with the information clause included in Annex 1A.
4. The Parties declare that the persons designated to represent them in the scope of their duties will be acquainted with this Contract, including the information clause included in Annex 1A.
5. Regardless of the above provisions, each Party, if necessary, will provide the appropriate information clauses in the manner it adopts (according to the form of first contact with a given person).

Annex 1A

KGHM Cuprum information clause:

Considering that each Party obtains personal data of representatives of the other Party and other persons involved in the implementation of cooperation, to the extent and in the manner dependent on the nature of the cooperation and the activities undertaken in the performance of tasks, in accordance with Articles 13(1) and (2) and 14(1) and (2) of the General Data Protection Regulation (GDPR), we provide below detailed information on the processing of personal data:

1. Data Controller.

Each Party processes personal data for its own purpose, also deciding on the methods of processing. Thus, each Party acts as an independent data controller.

- With the data controller – **KGHM CUPRUM Sp. z o.o. – Centrum Badawczo – Rozwojowe**, you can contact in writing at the address provided in the contract, and with its appointed data protection officer, you can contact in all matters concerning the processing of disclosed data via the address: iod@kghmcuprum.com

2. Purposes of processing personal data and the legal basis for processing.

Personal data will be processed by a given Party for the proper execution of the Contract, including its documentation and settlement. This is necessary to realise the legally justified interest of the controller, which constitutes the legal basis for processing (Article 6(1)(f) of the GDPR). **Reasons for disclosing data and consequences.**

The disclosure of personal data for the purpose indicated in point 2 is voluntary, but providing personal data is a condition enabling participation in the implementation of tasks within the cooperation.

3. Type of personal data

We will process the following personal data: name and surname, name of the employing entity, contact telephone number, email account.

4. Period of storing personal data.

Personal data will be processed for the period necessary for the implementation and settlement of cooperation under the Agreement. Data will then be stored for the time necessary to document activities with your participation, as well as for the time resulting from: the limitation period, the obligation to maintain confidentiality (if a separate declaration was signed), and tax regulations.

5. Recipients of personal data.

Personal data may be disclosed to entities authorised by law (e.g., public authority and legal protection bodies: offices, courts, the Prosecutor's Office or Police) and entities and their employees providing services on our behalf requiring access to data – including: legal, financial, accounting, and IT services.

6. Your rights related to the processing of personal data.

The data subject has the following rights related to the processing of personal data:

- a. the right to object to the processing of data due to a particular situation – as we process data based on our legally justified interest specified in point 3,
- b. the right of access to personal data,
- c. the right to request rectification of personal data,
- d. the right to request the deletion of personal data when the data are no longer necessary for the purposes for which they were collected or otherwise processed or when the person has effectively objected to processing,
- e. the right to request restriction of personal data processing (in which case the data will only be stored) – when:
 - the accuracy of the data is questioned,
 - processing is unlawful and the subject opposes their deletion;
 - the data are not needed for processing purposes, but they are needed by the data subject to establish, pursue or defend claims;
 - when an objection to processing has been lodged until it is resolved.

To exercise the above rights, you should contact the Controller or our data protection officer (contact details in points 1 and 2 above).

We will carefully verify requests, demands, or objections in accordance with the applicable personal data protection regulations. We also inform that these rights are not absolute, as the regulations allow for their non-recognition in certain situations.

The data subject also has the right to lodge a complaint with the supervisory authority dealing with personal data protection, i.e., the President of the Personal Data Protection Office.

7. Automated decision-making.

As a result of processing, decisions will not be made in an automated manner (without human involvement), including they will not be used for analyses involving them, i.e., there will be no profiling.

Annex No. 3 to Contract No.

DELIVERY ACCEPTANCE PROTOCOL

1. Date and place of receipt:
2. Detailed Subject of the Agreement
3. The subject of the Agreement is the purchase and delivery of a Lidar scanner probe for the implementation of the project "VOT3D. Ventilation Optimizing Technology based on 3D-scanning" Project Agreement No 21119, funded by EIT RawMaterials GmbH.
4. The Commission decided to accept - not accept *) the delivered goods
5. The goods were delivered in full – partially *)
6. Technical documentation included YES / NO
7. Other conclusions of the Commission:.....

Signatures of Supplier / Recipient

Recipient:

Supplier:

*) delete as appropriate

