|  |  |
| --- | --- |
| 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 complete 2-channel system for measuring acoustic emission signals, including comprehensive analysis software and training, intended for the PERSEPHONE project**

I hereby submit a quotation:

1. **SUBJECT OF THE CONTRACT**

The subject of the order is the purchase and delivery of a complete 2-channel system for measuring acoustic emission signals (all required elements) with comprehensive software for analysing test results. The order also includes training on usage of the system and software. The system should be designed to test rock samples for the measurement and analysis of Kaiser effect.

**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.

1. **PRICE AND DEADLINE**

|  |  |
| --- | --- |
| **Net price for the entire Contract subject** | **………………… . ………** |
| **Gross price for the entire Contract subject** | **………………… . ………** |
| **including VAT at ….%** | **……………………………………..** |
| *In words, gross amount:* | **……………………………………..** |
| **Validity period of the quotation** | **30 days** |
| **Time limit for payment** | **Bank transfer within 60 days** |
| **Contract completion deadline** | **6 weeks from the date of signing the agreement** |

1. **DECLARATIONS** 
   * 1. I declare that:
2. I have the rights to perform the specified activity or actions that are the subject of this contract;
3. I meet the conditions regarding the necessary knowledge and experience and have the appropriate technical potential and personnel capable of performing the task;
4. I am in a stable financial and economic situation that guarantees the execution of this contract;
5. no liquidation or bankruptcy proceedings are being conducted against my company, and it is not in bankruptcy;
6. I am not in arrears with tax or social payments
7. 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.
   * 1. I undertake to provide a warranty for a minimum period of 12 months on the terms specified in the Ordering Party's requirements
     2. The prepared quotation meets all the requirements specified in the Enquiry for Quotation No. DZ/17/08/2024 dated 13.08.2024, 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://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.
     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:

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 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;
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:

* 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;

1. 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
4. Initialed contract template with annexes constituting Annex No. 3

………………… …………………………

Place, date Signature of the person authorised to represent the Supplier/Contractor