



Enquiry for Quotation No. DZ/17/08/2024

Wrocław, dated 13.08.2024

Enquiry for Quotation

in the procurement proceedings 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

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> Alicja Niedziela <u>e-mail: alicja.niedziela@kghmcuprum.com</u>

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 Horizon Europe programme.

III. PLACE OF PUBLICATION OF THE ENQUIRY FOR QUOTATION

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

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IV. SUBJECT OF THE CONTRACT

Common Procurement Vocabulary (CPV):

38500000-0 Checking and testing apparatus

48000000-8 Software package and information systems

Description of the subject of the contract:

1. The subject of the order is the purchase and delivery of a complete 2-channel system for measuring acoustic emission signals (including all required elements) with comprehensive software for analysing research results. The order also includes training on usage of the system and software. The system will be used to test rock samples for the measurement and analysis Kaiser effect. System have to include:
 - a) Base unit with at least 2 channels (equipped with a USB 3.0 communication interface, 2 slots for ASIP-2 modules, connector for synchronization with another base module) - 1 unit.
 - b) ASIP-2 input module for AE measurements (two BNC measurement sockets, preamplifiers power supply, sampling frequency > 30 MHz, low-pass and high-pass frequency filters) – 1 unit.
 - c) Memory module for transient waveforms (min. 512 MB, sampling frequency in the minimum range of 300 kHz - 10 MHz, internal trigger) - 1 unit.
 - d) Preamplifiers for AE sensors (gain >30 dB, BNC connectors) – 2 units. (if required)
 - e) Acoustic emission sensors (frequency range at least 20 – 400 kHz) – 2 pcs.
 - f) Acoustic emission sensors (frequency range at least 100 – 800 kHz) – 2 pcs.
 - g) Necessary accessories (including cables and sensor mounting brackets, lubricants, calibrator, transport case)
 - h) Software compatible with data from the measuring system – perpetual license (base software, planetary location software, time signal analysis software).
 - i) Training (installation of the system, software usage).

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 with technical support i.e. equipment and software operations and troubleshooting support. 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.

6. The supplier will provide training to the ordering party on the installation and operation of the measurement system and included software, including:
 - a) Training on equipment and software operation.
 - b) Explanation of acoustic emission phenomenon.
 - c) Basics of conducting measurements.
 - d) Pilot testing on models: steel plate, concrete slab, steel beam. Group of up to 4 persons.
 - e) On-site training at the customer's location.

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. 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 and will sign a contract with the selected Supplier, the contract template is attached as Annex No. 3 to the Request for Quotation.
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)

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

where:

- C - number of points possible to obtain in the PRICE criterion
- C_{min} - the lowest price among the quotations
- C_{of} - 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: **6 weeks from the date of signing the agreement**

Place of contract execution: **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 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. Include an initialed contract template with annexes, which constitutes **Annex No. 3** to this enquiry.
9. 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.
10. 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).
11. 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.
12. 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.
13. 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.
14. 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. Offers are submitted electronically in the form of documents signed with an electronic signature or ePUAP to the address: przetargi@kghmcuprum.com. The email should be titled: "Tender for the purchase of system for measuring acoustic emission signals"
2. The Ordering Party allows sending scans of signed documents, reserving the right to request the Supplier to present the originals for verification.

Deadline for submitting quotations: until 21.08.2024, by 08:00 am
(the date and time of receipt by the Ordering Party shall prevail)

3. Tenders submitted after this date will not be taken into consideration.

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4. 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) The Supplier may electronically request clarification of the content of the Request for Quotation from the Ordering Party no later than 3 business days before the deadline for submission of quotes and sent to the email address alicja.niedziela@kghmcuprum.com
- 2) The Ordering Party reserves the right to leave unanswered any question received after this deadline.
 - 1) 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.
 - 2) 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.
 - 3) 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 21.08.2024 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;



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- 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) they are not in arrears with tax or social payments;
- f) 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

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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. An agreement will be concluded with the selected Supplier to execute the contract.
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 valid for a period of 10 years from the deadline for submitting quotation.
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 60 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 Ordering Party reserves the right to make changes, including extending the order completion date, in the contract concluded with the Supplier who will be selected as a result of the procedure. Any changes to the provisions of the contract will be concluded in the form of a written annex and may be introduced in particular due to:
- Occurrence of justified changes in the scope and method of performing the subject of the order
 - Occurrence of objective reasons beyond the control of the Ordering Party and the Supplier affecting the subject of the Agreement,
 - Occurrence of circumstances resulting from force majeure,
 - If administrative procedures are prolonged beyond the periods indicated in the relevant legal provisions for reasons beyond the control of the Parties,
 - Changes in legal provisions,
 - Changes in the financing agreement that the Ordering Party will conclude with the Financing Institution, i.e. the European Commission.
 - Changes in the deadline for completion of the subject of the order at the request of the Ordering Party or for reasons independent or justified by the Supplier,
 - Changes to the payment deadline;
 - Updating the data of the Supplier and the Ordering Party by: changing the company name, changing the registered office address, changing the legal form, etc.
20. 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.
21. 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.
22. 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://kgm.com/pl/przetargi/klauzula-antykorypcyjna> and the anti-corruption clause of KGHM CUPRUM sp. z o.o. - CBR available at <https://kgmcuprum.com/wp-content/uploads/2022/04/klauzula-antykorypcyjna-kgm-cuprum-sp-z-o-o-cbr.pdf>, which will be binding for the parties.
23. 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

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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 annexes

Kierownik
Działu Zakupów

Alicja Niedziela



Annex No. 1 to Enquiry for Quotation No. DZ/17/08/2024

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:

I. 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.



Annex No. 1 to Enquiry for Quotation No. DZ/17/08/2024

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 60 days
Contract completion deadline	6 weeks from the date of signing the agreement

III. DECLARATIONS

- 1) I declare that:
 - a) I have the rights to perform the specified activity or actions that are the subject of this contract;
 - 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 in arrears with tax or social payments
 - f) 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) I undertake to provide a warranty for a minimum period of 12 months on the terms specified in the Ordering Party's requirements
- 3) 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.
- 4) I bear responsibility for the correct, damage-free delivery of the Contract subject.
- 5) 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.
- 6) I commit to keeping all information obtained during the tender proceedings confidential.
- 7) The Contract subject complies with the detailed specification and is free from any physical and legal defects and is brand new.

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Annex No. 1 to Enquiry for Quotation No. DZ/17/08/2024

- 8) 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.
- 9) 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.
- 10) 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;



Annex No. 1 to Enquiry for Quotation No. DZ/17/08/2024

- ✓ 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
4. Initialed contract template with annexes constituting Annex No. 3

.....
Place, date

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

l



Annex No. 2 to Enquiry for Quotation No. DZI/17/08/2024

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



Attachment No. 3 to the Inquiry No. DZ/17/08/2024

**PURCHASE AND DELIVERY AGREEMENT No. KOPZ .../.../2024
(No.)**

concluded on 2024 in Wrocław, hereinafter referred to as the Agreement,
by and between:

KGHM Cuprum Sp. z o.o. - Centrum Badawczo-Rozwojowe (Research and Development Centre) with its registered office at gen. W. Sikorskiego street 2-8, 53-659 Wrocław, Poland entered in the District Court in Wrocław, 6th Commercial Department of the National Court Register under the number KRS 0000100797, REGON 930093846, share capital PLN 17,329,000, including PLN 14,864,747 in cash, 2,464,253 in kind, represented by:
Mr. Sławomir Fabich - President of the Management Board,
Mrs. Magdalena Król - Vice-President of the Management Board,

hereinafter referred to as the **Contracting Party**,
and

.....
represented by

.....
hereinafter referred to as the **Supplier**,
hereinafter referred to collectively as the **Parties**, or individually as the **Party**,

**§ 1
SUBJECT MATTER OF THE AGREEMENT**

1. The subject matter of the agreement is the **Purchase and delivery of a complete 2-channel system for measuring acoustic emission signals, including comprehensive analysis software and training, for the PERSEPHONE project.**
2. The system will be used for testing rock samples for the Kaiser effect. This includes:
 - a) Base unit, minimum 2-channel (equipped with USB 3.0 communication interface, 2 slots for ASIP-2 modules, connector for synchronization with another base module) – 1 unit
 - b) ASIP-2 input module for AE measurements (two BNC measurement sockets, preamp power supply, sampling frequency > 30 MHz, low and high pass frequency filters) – 1 unit
 - c) Memory module for transient waveforms (min 512 MB, sampling frequency in the range of at least 300 kHz – 10 MHz, internal trigger) – 1 unit
 - d) Preamplifiers for AE sensors (gain >30 dB, BNC connectors) – 2 units, if required
 - e) Acoustic emission sensors (frequency range of at least 20 – 400 kHz) – 2 units
 - f) Acoustic emission sensors (frequency range of at least 100 – 800 kHz) – 2 units

THIS PROJECT HAS RECEIVED FUNDING FROM THE EUROPEAN UNION'S HORIZON EUROPE RESEARCH AND INNOVATION PROGRAMM UNDER GRANT AGREEMENT NUMBER 101138451



KGHM CUPRUM
CENTRUM BADAWCZO · ROZWOJOWE

- g) Necessary accessories (including cables and mounts for sensor installation, lubricants, calibrator, transport case)
- h) Software (basic version, planetary localization software, time signal analysis software)
- i) Training on the installation and operation of the measurement system and included software, including:
 - Training on equipment and software operation.
 - Explanation of acoustic emission phenomenon.
 - Basics of conducting measurements.
 - Pilot testing on models: steel plate, concrete slab, steel beam. Group of up to 4 persons.
 - On-site training at the customer's location

§ 2

TERMS AND CONDITIONS OF IMPLEMENTATION

1. Delivery of the subject matter of the agreement shall take place within **6 weeks from the date of signing the agreement.**
2. The date of execution of the subject matter of the agreement shall be the date on which the Parties sign the *Acceptance Protocol* of the execution of the subject matter of the agreement without reservations, which is attached as *Appendix No. 1* to the agreement.
3. The Supplier is obliged to notify the Contracting Party in writing of any event that may affect the non-performance of the subject matter of the agreement within the required time limit.
4. All circumstances, except those having the appearance of Force Majeure, accompanying or related to the performance of the Subject Matter of the Agreement, the Supplier has included in the deadlines for the performance of the Subject Matter of the Agreement.

§ 3

ACCEPTANCE

1. Place of the agreement execution (delivery):

**KGHM Cuprum Sp. z o.o. Centrum Badawczo – Rozwojowe
(Research and Development Centre)
Sikorskiego 2-8 street, 53-659 Wrocław, Poland**
2. Acceptance of the subject matter of the agreement will be made by drawing up an acceptance protocol of the execution of the subject matter of the agreement, which is attached as *Appendix No. 1* to the agreement. The basis for signing the protocol is considered to be the fulfilment by the Supplier of all obligations under the agreement, including the issuance of documents provided for in the agreement and conducting training. After receiving the subject of the contract, the Ordering Party reserves the need to perform tests and check the system before signing the acceptance protocol.
3. Along with the subject matter of the Agreement, the Supplier shall provide complete technical documentation of the order and other documents, including warranty documents, if required.



4. Along with the subject matter of the Agreement, the Supplier shall provide the Ordering Party with all license documents necessary for the use of the software constituting the subject matter of this Agreement and confirming the right to legally use the software in question
5. If defects are found during acceptance, the Contracting Party shall have the following rights:
 - 1) if the defects are removable, the Contracting Party may:
 - a) demand that the defects be removed within the time limit set by it,
 - b) refuse acceptance until the defects are removed, and in this case the date of "completion of the subject matter of the agreement" will be the date of signing the protocol of quantitative and qualitative acceptance of the subject matter of the agreement without reservations,
 - 2) if they are not removable - demand delivery of the subject matter of the agreement without defects, setting an additional period for this purpose to the Supplier, or withdraw from the agreement for reasons attributable to the Supplier. The setting of an additional deadline does not stop the calculation of contractual penalties for improper performance of the agreement on time.
5. Liability for the realized delivery, from the moment of delivery until the end of acceptance of the subject matter of the agreement by the Contracting Party (i.e. writing a protocol of quantitative and qualitative acceptance without reservations) shall be borne by the Supplier.
6. The activities carried out during the acceptance, as well as the deadlines set for the removal of defects, will be included in the protocol of quantitative and qualitative acceptance of the execution of the subject matter of the agreement, signed by authorized representatives of the Parties, participating in the acceptance of the subject matter of the agreement.
7. The Supplier shall notify the Contracting Party of the fact that the defects have been removed in writing/by e-mail in order to accept the subject matter of the agreement to the extent previously disputed.
8. If the Supplier refuses to remove the defects or does not remove them within the period set by the Contracting Party, or the circumstances indicate that it will not be able to remove them within that period, the Contracting Party shall have the right to have the defects removed by a third party at the expense and risk of the Supplier. For this reason, the Contracting Party does not lose its rights under the guarantee provided by the Supplier.

§ 4 TERMS OF PAYMENT

1. The price on the basis of which the Contracting Party selected the offer is:
 - a) net value:
(in words , 00/100)
 - b) VAT amount :
(in words, 00/100):
 - c) **gross value:**
(in words: , 00/100)
2. The remuneration referred to above shall include all costs for the performance of the Subject Matter of the Agreement or a part thereof, in accordance with the material scope,



- including any customs duty, excise tax and shall apply to the performance of the subject matter of the agreement under the terms of Incoterms DDP.
3. The remuneration for the subject matter of the agreement will be paid by transfer to the account indicated by the Supplier, within 60 days from the date of receipt of a properly issued invoice. The day of payment shall be understood as the day on which the Contracting Party's bank account is debited.
 4. The Supplier shall include on the VAT invoice the full name and address of the Contracting Party in the wording indicated in the introduction to the Agreement.
 5. The basis for issuing an invoice is the signing by both parties of the Acceptance Protocol which constitutes Appendix No. 1 to the agreement, with no comments.
 6. The Contracting Party reserves the right to pay the remuneration due for the performance of the Agreement under the split payment mechanism (Split payment) provided for in the provisions of the Value Added Tax Act. In addition:
 - a. The Supplier declares that the bank account indicated in the Agreement:
 - i. is an account that allows payment under the split payment mechanism referred to in sec. 4 above, as well as
 - ii. is an account included in the electronic list of entities maintained from 01 September 2019 by the Head of the National Tax Administration, referred to in the Value Added Tax Act (hereinafter: List).
 - b. In the event that the Supplier's bank account does not meet the conditions set forth in subsection a) above, the delay in making payment within the deadline specified in the Agreement, resulting from the Contracting Party's inability to make payment of remuneration using the split payment mechanism or to make payment to an account included in the List, shall not constitute grounds for the Supplier to claim any interest from the Contracting Party, as well as any other compensation/contractual penalties/damages/claims for making untimely payment. Such delay shall also not constitute grounds for termination or withdrawal from the agreement.
 7. The Contracting Party informs that it is a registered active VAT taxpayer with a tax identification number: 896-000-17-70.
 8. The Supplier declares that it is a registered active VAT taxpayer with a tax identification number:

§ 5

ASSURANCES, RIGHTS, OBLIGATIONS AND LIABILITY OF THE SUPPLIER

1. The parties hereby confirm that the relevant provisions of the Civil Code will apply to issues related to the set-off of receivables.
2. In the event that the Supplier, as a result of improper performance of the Agreement, causes additional costs to the Contracting Party or in the event of damage to the Contracting Party, the Contracting Party shall be entitled to withhold payment to the Supplier until such costs or the extent of the damage are determined and paid for, without then being in delay.

§ 6



GUARANTEE AND WARRANTY

1. The Supplier shall be liable for physical and legal defects in the subject matter of the Agreement found during acceptance and for defects revealed after acceptance. The Supplier provides a 12-month guarantee starting from the date the representatives of the parties sign a protocol of final acceptance of the completed work.
2. During the guarantee and warranty period, the Supplier undertakes to remove any defects found within 14 days from the date of their effective notification or any other date indicated by the Contracting Party and confirmed in writing by the Contractor.
3. The Supplier authorizes the Contracting Party to remove the defects at the Supplier's expense in case of failure to meet the deadline for removal of defects, without losing the right to guarantee and warranty.
4. The Supplier provides a 24-month warranty starting from the date the representatives of the parties sign a protocol of final acceptance of the completed work.

§ 7

CONTRACTUAL PENALTIES

1. In the event of non-performance or improper performance of the Agreement by the Supplier, the Contracting Party shall be entitled to contractual penalties:
 - a) for withdrawal from the Agreement by the Contracting Party for reasons attributable to the Supplier, in the amount of 10% of the net contractual remuneration referred to in § 2 sec. 1,
 - b) for untimely execution of the delivery in the amount of 1% of the net contractual remuneration referred to in § 2 sec. 1, for each started day of exceeding the contractual deadline for its execution,
 - c) for violation of the obligation of confidentiality referred to in § 11 sec. 1 in the amount of 15% of the net contractual remuneration, for each violation.
2. If the damage exceeds the amount of the reserved contractual penalties, the Parties may claim supplementary damages. If the damage is caused by reasons other than those specified above, the Parties may seek compensation under the general rules of the Civil Code.
3. The contractual penalty shall be payable within 7 days from the date of receipt of the penalty payment request.
4. In the event of damage exceeding the amount of the reserved contractual penalties, the Contracting Party may claim supplementary damages. If the damage is caused by reasons other than those specified above, the Contracting Party may seek compensation under the general rules of the Civil Code.
5. The Supplier agrees to deduct the amounts of calculated contractual penalties from the remuneration to which it is entitled under this agreement.

§ 8

PERSONS LIABLE FOR THE EXECUTION OF THE AGREEMENT

4



1. The person authorized to supervise the execution of the subject matter of the agreement on the part of the Contracting Party, including participation in acceptance activities, is **Marcin Szumny**, email: marcin.szumny@kghmcuprum.com tel. number +48 717 812 227.
2. The person authorized to supervise the execution of the subject matter of the agreement on the part of the Supplier, including participation in acceptance activities, are - each individually (one person):
 - a), email:@....., tel. number +48
 - b), email:@....., tel. number +48
3. Change of persons and contact details indicated in sec. 1 and 2 above, shall be effective upon written notification of it to the other Party and does not require the form of an annex to the Agreement.

§ 9

The Supplier declares that, in accordance with Article 13 of 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, has been informed that:

1. The Controller of its personal data, including the data indicated in § 1 sec. 5, is the Contracting Party, registered address: Gen. Władysława Sikorskiego 2-8 street, postcode: 53-659, Wrocław, tel. number (071) 781 22 01;
2. The Contracting Party will process the following categories of personal data: name and surname, address, telephone number, e-mail address,
3. the Data Protection Officer can be contacted via email: iod@cuprum.wroc.pl,
4. personal data is processed for purposes arising from the legitimate interests exercised by the Contracting Party (the basis for processing), which are: ensuring proper performance of the Agreement, protection of confidential information,
5. the provision of personal data is voluntary, except that the provision of personal data is a condition for allowing the performance of the tasks specified in the Agreement;
6. personal data will be processed during the period of performance of the agreement, taking into account the provisions on limitation period, and will be stored for a period of 3 years, unless for other reasons storage is necessary, including tax regulations;
7. data will be disclosed to members of the bodies, employees of the Contracting Party, the company KGHM Polska Miedź S.A. and entities and their employees providing legal, financial, accounting and IT services,
8. its rights in relation to the Contracting Party are: the right to request access to its personal data, their rectification, erasure or restriction of processing, and to object to the processing of personal data on the basis of and in connection with the exercise of the indicated legitimate interest for reasons related to your particular situation, as well as the right to data portability - the Data Protection Officer at the Contracting Party may be contacted regarding the exercise of rights;
9. has the right to lodge a complaint with the President of the Personal Data Protection Office in the event that the controller is found to have violated data protection regulations;
10. no automated decisions will be made as a result of the processing, including in the form of profiling

§ 10 FINAL PROVISIONS

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1. The Supplier undertakes to keep confidential all information relating to the performance of the Agreement, in particular data, documents and information received from the Contracting Party. The obligation included in this section shall be effective from the date of conclusion of the Agreement for a period of 10 years after its execution, expiration, dissolution or withdrawal.
2. Any disputes arising out of the interpretation or performance of the subject matter of the Agreement shall be attempted to be resolved amicably by the Parties, and in matters that cannot be resolved by negotiation, the competent authority shall be the Court with jurisdiction over the Contracting Party's registered office.
3. Unless otherwise provided in the Agreement, any changes or additions to the Agreement shall be made in writing in the form of an annex acceptable by both Parties, otherwise being null and void.
4. Dissolution of the agreement, its termination or withdrawal from the agreement shall be made in writing otherwise being null and void.
5. In matters not regulated by the Agreement, the relevant provisions of Polish law, in particular the Civil Code, shall apply.
6. The Contracting 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 08 March 2013 on Prevention of Excessive Delays in Commercial Transactions (Journal of Laws of 2019, item 118, as amended).
7. The Appendices constitute an integral part of the Agreement.
8. The Agreement was drawn up in two counterparts, with one copy for the Contracting Party and one copy for the Supplier.

Appendices:

1. Template of the acceptance protocol

SUPPLIER:

CONTRACTING PARTY:

.....

.....

9



Appendix No. 1 - Template of the acceptance protocol

DELIVERY RECEIPT

- 1. Date and place of collection:**2024** r.
- 2. Contract title: **Purchase and delivery of a complete 2-channel system for measuring acoustic emission signals, including comprehensive analysis software and training, for the PERSEPHONE project.**
- 3. Supplier:
 - on the basis of a contract **KOPZ/2024/00.../...** (.....)
- 4. Delivery date: 2024 r.
- 5. Object of receipt:
 - a) Object of the contract:
 - b) Serial number:
 - c) Quantity:
 - d) Training:
- 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/2024/00.../...** (.....)
- 9. Members of the committee:

First name and last name

Recipient's representatives:

.....
.....

