



Enquiry for Quotation No. DZ/17/08/2024 - modification of August 20, 2024

Wrocław, dated 20.08.2024

### 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:

<b>KGHM CUPRUM sp. z o.o. - Centrum Badawczo-Rozwojowe</b> 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	<b><u>Contact person for the enquiry:</u></b> Alicja Niedziela <a href="mailto:alicja.niedziela@kghmcuprum.com">e-mail: alicja.niedziela@kghmcuprum.com</a>

##### 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, **planar** 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





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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:



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- 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
- 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: **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.





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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 **as modified on August 20, 2024** 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](mailto: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.



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**Deadline for submitting quotations: until 23.08.2024, 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.
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](mailto: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 23.08.2024 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.





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## **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) 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



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- 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. 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





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- 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





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of Ethics of the KGHM Polska Miedź S.A. Group of Companies available at <https://kgm.com/pl/przetargi/klauzula-antykorupcyjna> and the anti-corruption clause of KGHM CUPRUM sp. z o.o. - CBR available at <https://kgmcuprum.com/wp-content/uploads/2022/04/klauzula-antykorupcyjna-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**

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@kgmcuprum.com](mailto:iod@kgmcuprum.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;





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- 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 **as modified on August 20, 2024.**

Kierownik  
Działu Zakupów  
  
Alicja Niedziela