

Enquiry for Quotation No. DZ/20/09/2024

Wrocław, dated 18.09.2024

Enquiry for Quotation

in the procurement procedure for the purchase and delivery of a mining ventilation modelling software with training, for the project “VOT3D. Ventilation Optimizing Technology based on 3D-scanning”, funded under the EIT RawMaterials programme

DETAILED DESCRIPTION OF THE SUBJECT OF THE CONTRACT

I. CONTRACTING AUTHORITY:

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

II. CONTRACT AWARDING PROCEDURE

1. The Contracting Authority, in accordance with Article 4 of the Act of 11 September 2019, Public Procurement Law (Polish Journal of Laws of 2021, item 1129, as amended, hereinafter: “PPL Act”), is not obliged to apply it. Therefore, the contract in question is made in accordance with the principle of fair competition.
2. The proceedings is conducted based on the eligibility rules of the EIT RawMaterials programme.

III. PLACE OF PUBLICATION OF THE ENQUIRY FOR QUOTATION

Publication of the Enquiry for Quotation on the Contracting Authority's website: <https://kghmcuprum.com/przetargi/> and sending it to a minimum of 2 potential suppliers.

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IV. SUBJECT OF THE CONTRACT

Common Procurement Vocabulary (CPV):
48900000-7 – Various software packages and computer systems

Description of the subject of the contract:

1. The subject of the contract is a mining ventilation modelling software with installation and training. The software specified in the contract must facilitate the digital mapping of all mine workings, enabling the creation of virtual models for analysing ventilation under both standard and emergency conditions. The purpose of the software is to create a database on the spatial structure of the mine ventilation network and the parameters characterising the air flows.
2. The software must enable:
 - a. Compatibility with Windows 10 and 11 operating system and have the following minimum technical requirements:
 - RAM: 8 GB DDR 4.
 - Drive: 256 GB NVME.
 - CPU: Intel Core i5-6300U
 - GPU: Integrated
 - b. Preparation of a schematic diagram of a potential mine workings network on the computer and its subsequent plotting on the plotter.
 - c. Modelling of air flow at different depths.
 - d. Options for heating or cooling in network analysis.
 - e. Prediction of heat and moisture emitted from rock layers.
 - f. Prediction of heat and humidity generated by diesel equipment.
 - g. Use of thermodynamics to simulate the natural effects of ventilation.
 - h. Use of diesel engine sources to estimate DPM levels across the mine.
 - i. Provision of individual simulations of heat and gas distribution over time, displayed on a graphical model.
3. The software must be purchased and used under the terms of a perpetual licence. The Contracting Authority does not agree to purchase the software under a subscription model, with the need to extend it for a fee.
4. The Supplier will provide updates in the event of further software development during the licence period.
5. The Supplier will provide technical support during the software lifetime. In terms of technical support, the Contracting Authority requires at least:
 - failure prevention,
 - providing e-mail or telephone assistance in the use of the software and in the event of software errors (within a maximum of two weeks from the time of notification).
6. The contract should be covered by a 12-month contractual warranty and a 24-month statutory warranty. The contractual warranty should specify, in particular, that in the event of a defect preventing the proper use of the subject of the contract, the Supplier guarantees its repair within 14 calendar days from the date of detection.
7. The Supplier will provide on-site training for 3 people within Poland on how to use the software.

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Mandatory supplier requirements:

1. The Supplier will deliver the software to the Contracting Authority, as well as provide its installation and training.
2. The Contracting Authority requires that the Supplier, together with the subject of the contract, provide complete technical documentation, a user manual in Polish or English, and any other documents required by the Contracting Authority or applicable legal regulations.
3. The Supplier is responsible for the proper, damage-free delivery of the subject of the contract.
4. If the description of the subject of the contract includes: names of a specific manufacturer, names of a specific product, standards, this should be treated only as a guide in describing the subject of the contract. 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 subject of the contract, it should be assumed that the indicated patents, trademarks or origin define the technical, operational, and functional parameters, which means that the Contracting Authority allows for the submission of bids for this part of the subject of the contract with equivalent technical, operational, and functional parameters.

V. METHOD OF PRICE CALCULATION

1. The Supplier calculates the quoted price taking into account all costs associated with the implementation of the subject of the contract that it will have to incur.
2. The price to be evaluated will be the total price including all elements of contract for each part, including all fees and taxes. All prices should be quoted under Incoterms DDP – Delivery Duty Paid, which means that the price must include delivery to the Contracting Authority's premises and all costs related thereto, as well as fees and taxes, such as VAT, excise duty and customs duty (if, under separate regulations, the sale of goods is subject to these charges).
3. The Contracting Authority shall allow quotes to be submitted in Polish zloty (PLN) or in foreign currency (EUR or USD) (to the second decimal place). Quotes submitted in foreign currency will be converted at the average exchange rate announced by the National Bank of Poland as of the date of quotes opening.
4. When evaluating bids, the Contracting Authority will take into account the quoted price determined in accordance with the principles set out in section 1 to 3 above, including all elements of the contract, in particular VAT (gross), taking into account the principles set out below:
In evaluating the bid with regard to the price criterion, the Contracting Authority, for the purpose of comparing the foreign Suppliers' bids:
 - in the case of an intra-Community supply – will add to the quoted price the amount of VAT that it will need to pay;
 - in the case of extra-Community deliveries (Foreign suppliers from outside the European Union) – it will add the value of all fees and taxes, in particular customs duties, which the Contracting Authority would be obliged to pay to the competent authority in accordance with the applicable regulations.

Foreign suppliers, who, under separate regulations, are not required to pay VAT in Poland (under the terms of intra-Community supply), should indicate the price with a 0% VAT rate.

VI. EVALUATION CRITERIA

1. The Contracting Authority will select the most advantageous bid, with the highest score, based on the criteria set out below.
2. Selection criteria:
 - a) The Contracting Authority will evaluate and compare only those bids that have been deemed compliant with the law, consistent with the conditions set out in this Enquiry for Quotations, and not rejected due to non-compliance with the conditions specified herein.
 - b) A bid can obtain a maximum of 100 points = 100%
 - c) In selecting bids, the Contracting Authority will be guided by the following criteria:
 - **Criterion No. 1: Gross price for the entire subject of the contract – criterion weight 100% (C)** (maximum 100 points)

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| $C = \frac{C_{min}}{C_{of}} \times 100 \text{ pkt}$ |
| <p>where:</p> <p>C - number of maximum points in the PRICE criterion</p> <p>C_{min} - the lowest price among the bids</p> <p>C_{of} - price of the evaluated bid</p> |

3. If two or more bids have the same price, the Contracting Authority may call on the Suppliers who submitted the bids to submit additional bids within a time limit specified by the Contracting Authority (Suppliers submitting additional bids may not offer higher prices than those offered in their original bids); alternatively, the Contracting Authority may select the one with the lowest price from among the bids.

VII. DEADLINE AND PLACE OF CONTRACT EXECUTION

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| Contract execution deadline: | up to 2 months from the date of signing of the contract |
| Place of contract execution: | KGHM CUPRUM sp. z o.o. Centrum Badawczo - Rozwojowe (Research and Development Centre) ul. Pracka 3a 54-066 Wrocław Poland |

VIII. DESCRIPTION OF THE BID PREPARATION METHOD

Only bids prepared based on the template attached as **Appendix No. 1** and the required attachments to this enquiry will be considered.

Requirements:

1. The quoted price must include all costs to be incurred by the Supplier in connection with the execution of the entire subject matter of this Enquiry for Quotation, based on all information contained herein.

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2. Foreign suppliers from outside the European Union should include a list of all fees and taxes necessary for the performance of the contract according to the principles set out above (including under Incoterms DDP), which the Contracting Authority would be obliged to pay to the competent authority in accordance with the applicable legislation.
3. The bid must be consistent with the description of the subject of the contract.
4. The bid must be prepared in Polish or English, typed, computer-generated, or prepared using another durable and legible technique.
5. The Contracting Authority requires that the bid be submitted in PLN, EUR, or USD.
6. The bid must be accompanied by the Supplier's Declaration of meeting the conditions for participation in the proceedings, constituting an integral part of the Bid Form, attached as **Appendix No. 1** hereto.
7. The bid must include the Supplier's Declaration of no capital or personal ties with the Contracting Authority according to the template constituting **Appendix No. 2** hereto.
8. The bid must include technical specifications and licensing terms for the subject of the contract to confirm compliance with the requirements set out in the Enquiry for Quotation. The Contracting Authority accepts documents in English.
9. The bid form along with attachments should be signed by the Supplier or a person authorised to represent it, according to the information disclosed in the register relevant to the Supplier's business 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 bid must include a valid transcript from the appropriate register or record relevant to the Supplier's business if separate regulations require registration. The transcript should be issued no earlier than 6 months before the deadline for submitting bids. 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 representative, a power of attorney authorising representation of the Supplier in this respect must be mandatorily attached to the bid.
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 bids. 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 bid after the deadline for its submission.

IX. PLACE, MANNER AND DEADLINES FOR SUBMITTING BIDS

1. Bids shall be submitted electronically, and signed with an electronic or ePUAP signature and sent to the address: przetargi@kghmcuprum.com . The email should be titled: "Bid for purchase of mine ventilation modelling software".
2. The Contracting Authority 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 bids: until 26.09.2024, by 08:00 am
(the date and time of receipt by the Contracting Authority shall prevail)

3. Bids submitted after this date will not be taken into consideration.
4. The Contractor will be bound by the bid for 30 days, counting from the deadline for submitting bids.

X. INFORMATION ON THE METHOD OF COMMUNICATION BETWEEN THE CONTRACTING AUTHORITY AND BIDDERS

Form and rules of communication:

- 1) The Supplier may electronically request clarification of the content of the Enquiry for Quotation from the Contracting Authority no later than 3 business days before the deadline for submission of bids by sending a message to joanna.sosnicka@kghmcuprum.com
- 2) The Contracting Authority reserves the right to leave unanswered any questions received after this deadline.
- 3) The Contracting Authority will publish the content of the questions along with explanations (without disclosing the source of the question) on the website at <https://kghmcuprum.com/przetargi/>, will notify Suppliers who have expressed their interest in the proceedings, and will also inform electronically the Suppliers invited to submit bids. The Contracting Authority will respond to questions asked by Suppliers no later than 2 business days before the deadline for submission of bids.
- 4) In justified cases, the Contracting Authority may, before the deadline for the submission of bids, change the content of the enquiry for quotation. The Contracting Authority will publish any changes made on the website at <https://kghmcuprum.com/przetargi/> and will inform electronically the Bidders to whom the Enquiry for Quotation was sent.
- 5) If, as a result of the change in the content of the Enquiry for Quotation, additional time is needed to make changes to the bids, the Contracting Authority will extend the deadline for the submission of bids, 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 BID

The opening of bids will take place on 26.09.2024 at 8:30 am. The Supplier of the selected bid will be informed by email about the conclusion of the proceedings and the selection of its bid. The Contracting Authority 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 its bid before the deadline for opening bids. When evaluating bids, the last bid submitted by the Supplier will be taken into account. During the examination and evaluation of bids, the Contracting Authority may request Suppliers for clarifications of the content of the submitted bids.

XII. CONDITIONS FOR PARTICIPATION IN THE PROCEEDINGS

The contract may be awarded 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 the contract;
- b) have the necessary knowledge and experience, as well as the appropriate technical and human resources 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 in the process of liquidation, bankruptcy proceedings and are not bankrupt;
- e) are not in arrears with tax or social insurance contributions;
- 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 attached to the bid form. Signing the declaration will be considered as confirmation of meeting the conditions for participation in the proceedings. The Contracting Authority 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 related to the Contracting Authority are excluded from participation in the proceedings. Personal or financial ties are understood as mutual relations between the Contracting Authority or persons authorised to incur obligations on behalf of the Contracting Authority 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;
- b) holding at least 10% of shares or stocks, unless a lower threshold results from legal provisions;
- c) acting as a member of the supervisory or management body, holder of a commercial power of attorney or representative;
- d) being in a marital relationship, or in a direct line of kinship or affinity, second-degree kinship or affinity in the collateral line, or in the relationship of adoption, guardianship, or custody.

To confirm the fulfilment of the above conditions, Suppliers will submit an appropriate declaration attached as **Appendix No. 2** to this Enquiry for Quotation.

XIV. REJECTION OF THE BID

1. In these proceedings, a bid will be rejected if:
 - a. It is inconsistent with the content of this Enquiry for Quotation, or
 - b. It is incomplete, i.e., does not contain documents and/or declarations required by this Enquiry for Quotation (section VIII.) despite a call to supplement them, or
 - c. It contains false information, or
 - d. The Bidder did not submit explanations requested by the Contracting Authority, or
 - e. The Contracting Authority called to submit documents, as mentioned in section VIII of this Enquiry for Quotation, and the Contractor did not respond to the call as requested,
 - f. It was modified after the deadline for the submission of bids,
 - g. It was submitted after the deadline for the submission of bids.

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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 execution of the subject of the contract to the Contracting Authority confirmed by signing the Acceptance Certificate by both parties.
3. An agreement will be concluded with the selected Supplier for the execution of the contract in question.
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 the submission of bids.
5. The Contracting Authority requires that the subject of the contract be free from any physical and legal defects.
6. The Contracting Authority does not allow the submission of alternative bids.
7. The Contracting Authority does not allow the submission of partial bids.
8. The costs of transport to the Contracting Authority's seat and insurance will be covered by the Supplier.
9. The Contracting Authority does not allow the possibility of subcontracting the contract, in whole or in part.
10. Payment terms for the performed service – by transfer within 60 days.
11. The Contracting Authority reserves the right to reject a bid in the event of an excessively low price in relation to the subject of the contract, i.e., when the quoted price significantly deviates from market prices or raises doubts about the feasibility of executing the subject of the contract. The Commission will request the Supplier to clarify the substantiation of the price calculation in order to determine the feasibility of properly fulfilling the contract, unless it is obviously unnecessary.
12. The Contracting Authority reserves the right to cancel this proceedings at any time without giving a reason, especially in the case when:
 - a. no bid that would not be subject to rejection was submitted;
 - b. the price of the most advantageous bid exceeds the amount the Contracting Authority can allocate for funding the contract;
 - c. the proceedings are burdened with an irremovable defect preventing the conclusion of a contract for the order that cannot be annulled;
 - 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 Contracting Authority, which could not have been predicted in advance.
13. In the event of obvious errors in the bid that do not result in significant changes in its content, they may be corrected and immediately notified to the Supplier. The Contracting Authority may refrain from correcting errors and from calling for the completion and clarification of bids, provided that it does not affect the selection of the most advantageous bid.
14. In the event of the cancellation of the proceedings, the Bidders are not entitled to any claims against the Contracting Authority.
15. If the Supplier, whose bid was selected, withdraws from concluding the contract, the Contracting Authority may choose the most advantageous bid from the remaining bids.
16. The Contracting Authority reserves the right to negotiate the price verbally or in writing with the Suppliers.

17. Notification of the selection of the most advantageous bid does not mean its acceptance. The conditions on which the purchase is made are confirmed by signing an contract with the Supplier or by placing an order. The Contracting Authority has the right not to sign a contract with the Supplier whose bid was the most advantageous, or not to place a signed order with it.
18. The Contracting Authority reserves the right to impose contractual penalties for failure to complete the contract on time.
19. The Contracting Authority 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 proceedings. 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 contract,
 - Occurrence of objective reasons beyond the control of the Contracting Authority and the Supplier affecting the subject of the contract,
 - 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 Contracting Authority concludes with the Financing Institution, i.e. the European Commission.
 - Changes in the deadline for completion of the subject of the contract at the request of the Contracting Authority or for reasons independent or justified by the Supplier,
 - Changes to the payment deadline;
 - Updating the data of the Supplier and the Contracting Authority by: changing the company name, changing the registered office address, changing the legal form, etc.
20. The contract is awarded through an enquiry for quotation procedure, 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 bid in the proceedings, the Supplier declares that both it and its 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 bid in the proceedings, the Supplier declares that it undertakes to comply with all applicable legal provisions concerning the prevention, combating, and responding to suspected or actual corrupt behaviour, and that they have familiarised themselves with the Anti-Corruption Policy of the KGHM Polska Miedź S.A. Group, the Code of Ethics of the KGHM Polska Miedź S.A. Group of Companies available at <https://kghm.com/pl/przetargi/klauzula-antykorupcyjna> and the anti-corruption clause of KGHM CUPRUM sp. z o.o. - CBR available at <https://kghmcuprum.com/wp-content/uploads/2022/04/klauzula-antykorupcyjna-kghm-cuprum-sp-z-o-o-cbr.pdf>, which will be binding for the parties.
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 CONTRACTING AUTHORITY IN ACCORDANCE WITH ARTICLE 13 OF THE GDPR APPLIED BY THE CONTRACTING AUTHORITY FOR THE PURPOSE RELATED TO THE CONDUCT OF THE PROCEEDINGS FOR AWARDING A CONTRACT THROUGH AN ENQUIRY FOR QUOTATION PROCEDURE

The Contracting Authority informs that in accordance with Article 13 of the General Data Protection Regulation of April 27, 2016 (Official Journal of the EU L 119 of 04.05.2016):

- 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) The Data Protection Officer can be contacted at - iod@kghmcuprum.com
- 3) The Data Controller processes:
 - a. Personal data of bidders – in the case of submitting a bid by a bidder who is a natural person – legal basis for processing: Article 6 (b) of the GDPR and Article 6 (c) of the GDPR – for the purpose of selecting the bid, concluding and executing the contract, 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: Article 6 (f) of the GDPR – the legally justified interest of the Data Controller consisting in enabling the selection of the bid, conclusion, and execution of the contract.
 - c. Personal data of other natural persons indicated by the bidder for contact with the Contracting Authority – legal basis for processing: Article 6 (f) of the GDPR – the legally justified interest of the Data Controller consisting in enabling the selection of the bid and execution of the contract.
- 4) Your personal data will be disclosed only to 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 contract and necessary for the limitation of any claims;
- 6) providing personal data is voluntary for the purpose of concluding and executing the contract binding the Contracting Authority with the Contractor under this proceedings conducted through an enquiry for quotation procedure; refusal to provide them will prevent cooperation between the aforementioned parties;
- 7) Decisions concerning personal data will not be made in an automated manner, in accordance with Article 22 of the GDPR;
- 8) individuals whose personal data are transferred to the Contracting Authority 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 Article 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 Contracting Authority 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.

APPENDICES:

- Appendix No. 1 – Bid Form
- Appendix No. 2 – Declaration of no financial and personal ties with the Contracting Authority

Kierownik
Działu Zakupów

Alicja Niedziela

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Appendix No. 1 to Enquiry for Quotation No. DZ/20/09/2024

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

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

BID FORM

In response to the Enquiry for Quotation in the proceedings for the purchase and delivery of a mining ventilation modelling software with training for the project "VOT3D. Ventilation Optimizing Technology based on 3D-scanning", funded under the EIT RawMaterials programme

I hereby submit the following bid:

I. SUBJECT OF THE CONTRACT

The subject of the contract is the purchase and delivery of a mining ventilation modelling software, together with installation and training, for the project "VOT3D. Ventilation Optimising Technology based on 3D-scanning", funded by the EIT RawMaterials programme.

Detailed description of the subject of the contract has been specified in this Enquiry for Quotation.

The subject of the contract should meet the requirements indicated in the Enquiry for Quotation. The bid must be accompanied by technical specifications with parameters that meet or exceed those those indicated in the Enquiry for Quotation and the licensing terms of the subject of the contract.

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Appendix No. 1 to Enquiry for Quotation No. DZ/20/09/2024

II. PRICE AND DEADLINE

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| Net price for the entire subject of the contract | , |
| Gross price for the entire subject of the contract | , |
| including VAT at% | |
| <i>In words, gross amount:</i> | |
| Validity period of the bid | 30 days |
| Deadline for payment | Bank transfer within 60 days |
| Contract completion deadline | up to 2 months from the date of signing the contract |

For foreign Suppliers outside the European Union, please provide a breakdown of all costs included in the quoted price for the entire contract. This should include any fees and charges, in particular customs duty, which the Contracting Authority would be obliged to pay to the relevant authorities in accordance with the applicable regulations:

| Type of fee | Value |
|-------------|-------|
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III. DECLARATIONS

- 1) I declare that:
- I have the right to perform the specified activity or actions that are the subject of this contract;
 - I meet the conditions regarding the necessary knowledge and experience and have the appropriate technical and human resources capable of performing the task;
 - I am in a stable financial and economic situation that guarantees the execution of this contract;
 - no liquidation or bankruptcy proceedings are being conducted against my company, and it is not in bankruptcy;
 - I am not in arrears with tax or social insurance contributions;
 - I am not involved in any legal dispute with the Contracting Authority, and no judgment has been issued indicating that the Contracting Authority has any claims for damages against the Contractor;



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- 2) I undertake to provide a contractual warranty for a minimum period of 12 months and a statutory warranty for a period of 24 months on the terms specified in the Contracting Authority's requirements.
- 3) The prepared bid meets all the requirements specified in the Enquiry for Quotation No. DZ/20/09/2024 dated 18.09.2024 r., hereinafter referred to as the Enquiry for Quotation.
- 4) I bear responsibility for the correct, damage-free delivery of the subject of the contract.
- 5) I have sufficiently and adequately 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. Lack of knowledge of the above circumstances cannot be the cause of additional financial claims.
- 6) I commit to keeping all information obtained during the tender proceedings confidential.
- 7) The subject of the contract complies with the detailed specification and is free from any physical and legal defects.
- 8) By submitting a bid in the proceedings, I undertake to comply 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://kg hm.com/pl/przetargi/klauzula-antykorypcyjna> and the anti-corruption clause of KGHM CUPRUM sp. z o.o. - CBR available at <https://kg hmcuprum.com/wp-content/uploads/2022/04/klauzula-antykorypcyjna-kg hm-cuprum-sp-z-o-o-cbr.pdf>, which will be binding for the parties.
- 9) By submitting a bid in the proceedings, I declare that neither the Bidder, its representatives, not its 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.
- 10) GDPR information clause
In accordance with Article 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) The Data Protection Officer can be contacted at - iod@kg hmcuprum.com
 - c) The Data Controller processes:
 - a. Personal data of bidders – in the case of submitting a bid by a bidder who is a natural person – legal basis for processing: Article 6 (b) of the GDPR and Article 6 (c) of the GDPR – for the purpose of selecting the bid, concluding and executing the contract, 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: Article 6 (f) of the GDPR – the legally justified interest of the Data Controller consisting in enabling the selection of the bid, conclusion, and execution of the contract.
 - c. Personal data of other natural persons indicated by the bidder for contact with the Contracting Authority – legal basis for processing: Article 6 (f) of the GDPR – the legally justified interest of the Data Controller consisting in enabling the selection of the bid and execution of the contract.
 - d) Your personal data will be disclosed only to entities authorised to obtain personal data based on legal provisions

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Appendix No. 1 to Enquiry for Quotation No. DZ/20/09/2024

- e) Personal data will be stored for the time necessary to implement and settle the contract and necessary for the limitation of any claims;
- f) providing personal data is voluntary for the purpose of concluding and executing the contract binding the Contracting Authority with the Supplier under these proceedings conducted through an enquiry for quotation procedure; however, refusal to provide them will prevent cooperation between the aforementioned parties;
- g) Decisions concerning personal data will not be made in an automated manner, in accordance with Article 22 of the GDPR;
- h) individuals whose personal data are transferred to the Contracting Authority 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 Article 17(1) of the GDPR, subject to Article 17(3) of the GDPR;
 - ✓ based on Article 18 of the GDPR, the right to request the controller to restrict the processing of personal data, subject to the cases referred to in Article 18(2) of the GDPR;
 - ✓ the right to object to the processing of their personal data; - provided that the requests are not evidently unfounded or excessive and do not limit or exclude other provisions;
- i) individuals whose personal data are transferred to the Contracting Authority 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 bid:

1. Power of attorney – applicable / not applicable (delete as appropriate)
2. Declaration of no personal and financial ties with the Contracting Authority – constituting Appendix No. 2
3. Technical specification.
4. Licensing terms.
5. Other.....

.....
Place, date

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

The form must bear an electronic signature, an ePuap signature or a personal signature by the person or persons authorised to represent the Contractor.

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Annex No. 2 to Enquiry for Quotation No. DZ/20/09/2024

| | |
|--------------------------------------|-------|
| 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

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Signature of the authorised person

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