



Attachment No 1 – Non-disclosure Declaration to the Request for quotation No P5/2025/07/17

**Non – Disclosure Declaration
with the request to provide the Technical Specification**

(the statement must be signed by the person authorized to represent the Contractor and submitted in original)

For the information purposes only.

In the event of inconsistency or discrepancy, the original Polish language version shall prevail.

In response to the The subject of the order is the supply of a set of hydraulic distributors (set no. 2) for a set of innovative drilling and bolting machines on a universal chassis intended for underground mining and tunnel construction P5/2025/07/17 regarding the selection of the Contractor for a project financed by the European Funds Operational Program for Lower Silesia for years 2021-2027. Project number: FEDS.01.02-IP.01-0013/24 "A set of innovative drilling and bolting machines on a universal chassis, typical for underground mining and tunnel construction, as a solution in the Mine Master export offer", I am requesting access to the Technical Specification of the order in order to submit an offer in the procedure initiated by the request for quotation placed in the Competitiveness Database.

Simultaneously, I declare that:

I, the undersigned acting on behalf of(the „**Contractor**”) undertake to preserve confidentiality of information, data or correspondence constituting business secrets, which would be included in the „Attachment No 2 to the Request for quotation - Technical specification,” and I declare and guarantee the Contracting Entity, that:

1. I acknowledge that the Technical specification includes in its entirety and in detail technical, technological and organisational information of the Contracting Entity, or other information of economic value that is not publicly available and whose confidentiality is protected by the Contracting Entity, and thus constitute a business secret within the meaning of Art. 11 of Act of 16 April 1993 on Fair Trading (Dz.U.2018.419).,
2. I will use the information specified in the Technical specification solely for the purpose of the preparation of the procedure and, as the case may be, of the implementation of the contract,
3. I accept that, I am not acquiring implicitly or otherwise any legal title to information included in the Technical specifications;
4. I undertake neither to disclose, nor to use and transfer to any other entity of all or any information of Technical Specification without the written consent of the Contracting Entity.
5. I would keep the information detailed in the **Technical specification** confidential and would limit access to the information only to those employees and subcontractors who are required to have the information for the purpose of this procedure and were previously obliged to preserve confidentiality under the conditions at least similar to the hereby agreement, and
 - a. I will instruct employees and subcontractors referred to above about the obligations arising from the content of this declaration, regarding confidentiality, and



- b. I will not disclose data included in the Technical specification to third parties;
 - c. I will not use information included in the Technical specification, for purposes other than the award procedure;
 - d. under no circumstances I would copy information included in Technical specifications, unless it is required in order to apply for a contract, and I accept the fact that the copies of information specified in the Technical specification include business secret.
- 6. I am obliged to secure the Technical specification's data, constituting the Contracting Entities' business secret with the utmost care and I would protect storage devices containing the Technical specification against loss, damage, theft, the data hack and any unauthorized access.
 - 7. I am obliged to inform the Contracting entity, about any event that could affect the security of storage data which include Technical specifications not later than within 3 days from obtaining the information about the incident related.
 - 8. Not later than 7 days after the contract is awarded I would delete the Technical specification from any storage devices and I would destroy all the copies and recordings of the Technical specification.
 - 9. If the Contracting Entity states that duties resulting from this Declaration were not fulfilled I would pay the Contracting entity PLN 100 000 (one hundred thousand zł) payable on first demand within 14 days from the date of receiving the demand.
 - 10. If the damage resulted from the business secret misconduct exceeds the amount mentioned in point 9 above I accept responsibility over the reserved amount up to the full amount of damage.

Place date.....

(signature and stamp of the person authorized to
represent the economic operator)



Attachment No 3 Offer template to the Request for quotation No P5/2025/07/17

Contractor's stamp

..... r.

The Contracting Entity:

Mine Master Sp. z o.o.

Wilków, ul. Dworcowa 27, 59-500 Złotoryja

NIP: 6940007277; REGON: 390234796;

KRS: 0000114912

The offer template

Acting on behalf of the Contractor

.....
(Registered name of the Contractor)

.....
(Registered address of the Contractor)

.....
(National Court Register number, if applicable)

.....
(telephone number, e-mail)

In response to the Request for Quotation concerning *Delivery of a set of hydraulic directional valves 2 for modern, multi-purpose mining machines* visible under the European Funds Operational Programme for Lower Silesia 2021-2027, I hereby submit the following offer:

I declare that the offer meets all the requirements of the Subject of the Contract specified in the Request to quotation and relates to:

Designation of subject of delivery	Quantity	Model/ Manufacturer/ Catalogue code / Production year
TECHNICAL SPECIFICATION 1	2 pc	
TECHNICAL SPECIFICATION 2	2 pc	
TECHNICAL SPECIFICATION 3	2 pc	



TECHNICAL SPECIFICATION 4	2 pc	
TECHNICAL SPECIFICATION 5	2 pc	

1. The order must be accompanied by a drawing indicating dimensions of the offered drill with marked dimensions consistent with the requirements included in Attachment No. 2 – Technical Specification of the subject of order and evaluation criteria.
2. The order must be accompanied by the Technical Specification of the offered *hydraulic directional valves*.
3. I offer the following price for the delivery of the subject of order:

TECHNICAL SPECIFICATION	1	2	3	4	5
OFFERED NET PRICE					
Currency					
Quantity	2 pc	2 pc	2 pc	2 pc	2 pc
net worth					
Subject of the offer covered by customs duties					
YES/NO					
Customs tariff code					
VAT					
GROSS amount [including VAT and custom duties)					
GROSS TOTAL (the amount to be entered in the Competitiveness Database)					



4. The contracting entity allows placing offers in the following currencies:

- Polish zloty (PLN)
- Euro (EUR)
- American dollars (USD)

If prices in the offer are provided in foreign currencies, then the Contracting Entity shall convert them into the Polish zloty (PLN) at the average exchange rate of Narodowy Bank Polski [National Bank of Poland] as of the date of placing the offers. The Ordering Party provides the possibility of partial payment for each order item separately.

5. I offer the delivery of the subject of order under following delivery conditions:

Subject of the offer	Delivery Term	Warranty Period
TECHNICAL SPECIFICATION 1		
TECHNICAL SPECIFICATION 2		
TECHNICAL SPECIFICATION 3		
TECHNICAL SPECIFICATION 4		
TECHNICAL SPECIFICATION 5		

6. The offered hydraulic directional valves meets all the requirements specified in the technical specification presented in Appendix 2 to the Inquiry: Technical specification of the order or the following equivalent.

Subject of the offer	MEETS ALL TECHNICAL REQUIREMENTS [YES/NO] IF NO, SPECIFY THE EXCEPTIONS
TECHNICAL SPECIFICATION 1	
TECHNICAL SPECIFICATION 2	
TECHNICAL SPECIFICATION 3	



TECHNICAL SPECIFICATION 4	
TECHNICAL SPECIFICATION 5	

And I declare as follows

7. I declare that I acknowledge the Request for quotation and I accept its conditions and do not raise objections. I undertake to perform the Subject Matter of the Contract in accordance with these conditions.
8. If my offer is selected, I would conclude an agreement provided by the Contracting Entity in the place and time proposed by the Contracting Entity.
9. I declare that I feel bound by this offer within 30 days form the expiry of the date for submitting offers.
10. I declare that the would be carried out with the following sub-contractors / I declare that no subcontractors would be involved in the Contract operation

.....
(please provide names (companies) and addresses of subcontractors if they are already known)

11. According to the Request for quotation I attach the following documents:

- a) technical documentation/catalog card of the offered items of the contract
- b) Declaration of lack of security and exclusion of conditions for participation in the proceedings (Attachment No. 4);
- c) Declaration of the absence of capital or personal links (Attachment No. 5)
- d) The recent excerpt from the National Court Register or the power of attorney or its authenticated copy made by the Contractor to the person authorized to act on its behalf if its power of attorney cannot be deducted otherwise.*
- e) Attachment no. 5 GDPRs' information clause (Attachment No. 6)
- f) The offer includes Sequentially numbered pages from the page to the page

.....
(date and place)

.....
Stamp and signature of the Contractor

* Delete where applicable



Fundusze Europejskie
dla Dolnego Śląska



Rzeczpospolita
Polska

Dofinansowane przez
Unię Europejską



**DOLNY
ŚLĄSK**

Attachment no. 4 Declaration of the absence of capital or personal links **P3/2025/07/17**

.....
(place)

.....
(date)

.....
.....
.....
.....
(name and the address)

Declaration of no personal or capital links with the Ordering Party

I provide that is not related personally or financially with the request, i.e. the company Mine Master Sp. z o. o. in Wilków that these are not connections between devices and executive or specified for taking by the administrator of the Ordering Party or created by the administrator of the Ordering Party, who is covered by the preparation and superior of the executive procedure, discussed in:

- a) participating in a company as a partner in a civil partnership or a partnership, owning at least 10% of shares or stocks (unless a lower threshold results from legal provisions), performing the function of a member of the supervisory or management body, proxy, attorney,
- b) to be in a relationship, in terms of consanguinity or affinity in the line of coverage, consanguinity or affinity in the collateral line up to the second degree, or in a relationship with the titles of adoption, guardianship or guardianship or to be in cohabitation with the executor, his deputy or the activating or monitoring supervisory powers that are activated on the transfer,
- c) being in such a legal or factual relationship with the contractor that there is a justified doubt as to their impartiality or independence in connection with the contract award procedure.

.....
(stamp and signature)

I declare that I am not subject to exclusion from the proceedings for the reasons referred to in Article 7 paragraph 1 of the Act of 13 April 2022 on special solutions for counteracting support for aggression against Ukraine and serving to protect national security.

.....
(stamp and signature)



Attachment no. 5 to the REQUEST FOR QUOTATION no. P5/2025/07/17

DECLARATION ON FULFILLMENT OF CONDITIONS FOR PARTICIPATION IN THE PROCEDURE

Hereby, acting on behalf of (name of the Contractor), I/We declare that I/We have read the content of the Request for Quotation for the "Delivery of a set of hydraulic directional valves 2 for modern, multi-purpose mining machines"

and therefore I/We declare that:

- I/we accept the terms and conditions contained therein without reservation,
- the offered subject of the order meets the requirements described in the technical specification, in particular the environmental requirements
- I/we have the authorizations to perform specific activities or actions if the provisions of law impose the obligation to have them,
- I/we are in an economic and financial situation that ensures timely and compliant execution of the order,
- I/we have the necessary knowledge, experience and technical potential, as well as the personnel capable of executing the Order and we undertake to present the relevant documents confirming this (list of deliveries) upon request during the examination of offers.
- I/we are not subject to exclusion from the public procedure (no personal or capital links with the Ordering Party specified in Chapter IV of the Request for Proposals).

.....
Podpisy osób umocowanych prawnie



Attachment no. 6 GDPRs' information clause to Request for quotation no. **P5/2025/07/17**

Information clause pursuant to Article 13 of the GDPR in the event of collection of personal data directly from the natural person whose data is being processed for the purpose of a public procurement procedure.

According to the General Data Protection Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (Dz. Urz. UE L 119 z 04.05.2016, str. 1), hereinafter „GDPR”, I inform that:

- Your personal data is managed by the Mine Master sp. z o.o. with registered office in Wilków, 59-500 Złotoryja, ul. Dworcowa 27, e-mail: info@minemaster.eu;
- the personal data protection officer at Mine Master Sp. z o.o. is Ms. Jolanta Jasińska, contact: jjasinska@minemaster.eu, telephone +48 76 8778 139
- Your personal data is processed on the basis of Art. 6 par. point c GDPR in relation to the Request for quotation for the ***Delivery of a set of hydraulic directional valves 2 for modern, multi-purpose mining machines, No. P5/2025/07/17.***
- The recipients of your personal data will be persons or entities to whom the procedure documentation will be made available, as well as public entities and institutions responsible for the implementation of the European Funds Programme for Lower Silesia 2021-2027; Your data will be stored for 4 years from the date of completion of contract award procedure, and if the duration of the contract exceeds 4 years, the storage period covers the entire duration of the contract;
- Your personal data will be stored for a period of 2 years from 31 December of the year following the end of the project's durability period, and in the case of the Contractor with whom the contract will be concluded, for a period of 10 years from the date of termination of the contract;
- the obligation to provide your personal data directly concerning you is a condition for concluding the contract; failure to provide certain data will result in rejection of the offer;
- Decisions regarding your personal data will not be made in an automated manner, pursuant to Article 22 of the GDPR;
- you have:
 - under Article 15 of the GDPR, the right to access your personal data;
 - under Article 16 of the GDPR, the right to rectify your personal data**;
 - under Article 18 of the GDPR, the right to request that the controller restrict the processing of your personal data, subject to the cases referred to in Article 18 paragraph 2 of the GDPR***;
 - the right to lodge a complaint with the President of the Personal Data Protection Office if you consider that the processing of your personal data violates the provisions of the GDPR;
- you are not entitled to:
 - under Article 17 paragraph 3 letters b, d or e of the GDPR, the right to have your personal data deleted;
 - the right to transfer your personal data, referred to in Article 20 of the GDPR;
 - under Article 21 GDPR the right to object to the processing of personal data, as the legal basis for the processing of your personal data is Article 6 paragraph 1 letter c of the GDPR.

.....
(stamp and signature)



Attachment no 7 Contract template to the Request for quotation no **P5/2025/07/17**

SUPPLY CONTRACT

no

concluded in Wilków, between:

Mine Master sp. z o.o. with its registered office in Wilków, 59-500, ul. Dworcowa 27, commune Złotoryja entered into the register of entrepreneurs conducted by the District Court in Wrocław - Fabryczna in Wrocław, IX Commercial Division of the National Court Register Number (KRS) 0000114912, share capital of: PLN 27 600 616,68 PLN, NIP (tax identification number): 6940007277, BDO: 000131507

Represented by:

.....
.....

hereinafter "the Contracting Entity"

and

(in case of an entrepreneur registered in the National Court Register)

(company's name)..... with its registered office in postal code, entered into the register of entrepreneurs conducted by the District Court in Division of the National Court Register Number, NIP, entrepreneur registration number (KRS)....., share capital (applies to a limited liability company), (share capital..... paid up to..... (applies to joint-stock company)

(in case of entrepreneur registered in the Central Register and Information on Economic Activity)

(Name and Surname) No PESEL....., entrepreneur operating under a business name, with its registered office in registered in the Central Register and Information on Economic Activity (CEIDG), NIP, entrepreneur registration number

(in case of civil-law partnerships)

(Name and Surname) No PESEL....., entrepreneur operating under a business name, with registered office in registered in Central Register and Information on Economic Activity (CEIDG), NIP, entrepreneur registration number

and



(Name and Surname), No PESEL....., entrepreneur operating under a business name, with registered office in, registered in Central Register and Information on Economic Activity (CEIDG), NIP, company registration number

- i.e. partners of civil-law partnership with partnership name....., with head office in, NIP..... entrepreneur registration number

Represented by :

a) -

b) -

hereinafter “the Contractor”

jointly referred to in this Contract as **“the Parties”**.

This contract is concluded as the Contracting Entity selected the Contractor's offer in the contract award procedure conducted according to the principle of competitiveness established in the Guidelines on the eligibility of expenditure under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for 2021–2027, approved on 18th November 2022 by the Ministry Minister of Funds and Regional Policy.

§ 1.

1. The Contractor obliges to deliver as follows to the Contracting Entity pursuant to the Request for Quotation, including in particular the Technical Specification of the order, and pursuant to the offer of the Contractor submitted as response to the Request for Quotation **P5/2025/07/17**:

Designation of the subject of delivery	Quantity	Model/manufacturer/production year
TECHNICAL SPECIFICATION 1	2 pc.	
TECHNICAL SPECIFICATION 2	2 pc	
TECHNICAL SPECIFICATION 3	2 pc.	



TECHNICAL SPECIFICATION 4	2 pc	
TECHNICAL SPECIFICATION 5	2 pc	

2. The Contracting Entity obliges to pay the price as specified below for the benefit of the Contractor for the subject of delivery:

TECHNICAL SPECIFICATION	1	2	3	4	5
OFFERED NET PRICE					
Currency					
Quantity	2 pc	2 pc	2 pc	2 pc	2 pc
Net worth					
Subject of the offer covered by customs duties					
YES/NO					
Customs tariff code					
VAT					
GROSS amount [including VAT and custom duties)					
GROSS TOTAL (the amount to be entered in the Competitiveness Database)					



3. Request for quotation, the Technical Specification and Contractor's offer are attached to the Contract.
4. The Contractor is obliged to deliver the Subject(s) with the utmost care and to possess required approvals and certificates. All other obligations required by law or by the Contracting Entity in order to use the Subject(s) must be met.
5. The Contractor would guarantee compliance of the Subject(s) with the environmental requirements specified in the Request for quotation and operation of the device in underground mines.
6. The Contractor declares that the Subject(s), specified in § 1 point 2 above is/are its sole property, is/are not encumbered with third party('s) rights and is free from any other physical or legal defects.

§ 2.

1. The supply of the subject of order shall be completed in the following date:

Subject of the offer	Delivery Term
TECHNICAL SPECIFICATION 1	
TECHNICAL SPECIFICATION 2	
TECHNICAL SPECIFICATION 3	
TECHNICAL SPECIFICATION 4	
TECHNICAL SPECIFICATION 5	

2. The Contractor will notify the Contracting Entity that the Subject is ready to be delivered 3 days before the planned delivery date on an e-mail address: przetargi@minemaster.eu.
3. The place of the delivery is the registered office of the Contracting Entity in Wilków, 59-500, ul. Dworcowa 27, Złotoryja.
4. The Contractor is obliged to deliver the Subject complete and ready to use.
5. The Contracting Entity acquires ownership of the Subject(s) after its acceptance.

§ 3.

1. The Subject(s) is accepted by the Contracting Entity on the date of delivery.
2. Acceptance on the date of delivery (acceptance in quantitative terms) would involve verifying if the Subject(s) is/are free from substantial defects, in particular, if requirements provided in the Request for quotation are met and if the delivery is made to the full extent.
3. If defects of the Subject(s) occur or the delivery is not made in full, and that would be confirmed in a protocol, the Contractor, regardless of claims arising from the guarantee, is obliged to deliver the Subject(s) free from defects and/or complete, according to the Contractor's offer, not later than within 14 days (unless the Parties establish other time limit), without incurring any additional costs by the Contracting Entity.
4. The Parties would sign a protocol of acceptance containing in particular:
 - a) detailed description of the Subject(s);
 - b) description of defects occurred or the statement that no defects occurred.
5. The Contracting Entity can refuse acceptance of the Subject if defects occurred make the Subject unable to work as intended (substantial defects), if the delivery is not made to the full extent or the delivery is not made on time.
6. Acceptance made according to this agreement does not deprive the Contracting Entity of claims resulting from a statutory warranty or guarantee.
7. The Contractor guarantees and bears responsibility that delivered devices have valid approvals in order to be used as intended.
8. The Contractor provides to the Contracting Entity quality guarantees in respect of the subject/-s of delivery for the following period:

Subject of the offer	Warranty Period
TECHNICAL SPECIFICATION 1	
TECHNICAL SPECIFICATION 2	
TECHNICAL SPECIFICATION 3	
TECHNICAL SPECIFICATION 4	



**TECHNICAL
SPECIFICATION 5**

9. The warranty is granted upon receipt of the Object of the contract and covers the Subject of delivery as a whole, as well as its individual components, subassemblies and microelements, taking into account the purpose and method of use of the subject of delivery - exploitation in underground mines.
10. All the possible defects and damages of the Subject(s) Matter of the Contract are covered by the Guarantee (except for damages caused by the Contracting Entity depending on the fault).
11. Defects or shortcomings reported by the Contracting Entity during acceptance or guarantee period would be eliminated by the Contractor immediately, not later than 14 days from the date of reporting them by the Contracting Entity (service response time), unless the Parties establish other technically justified time limit in writing. The Contractor is not allowed to refuse removing the defects due to the related costs.

§ 4.

1. The payment for the Subject Matter of the Contract is single (in total), paid after acceptance of the Subject Matter of the Contract confirmed in the acceptance protocol signed without any reservations, based on the correctly issued VAT invoice.
2. The payment will be made within 30 days from the date when the correctly issued VAT invoice with a signed copy of the final acceptance protocol is delivered.
3. The gross price offered by the Contractor includes all costs that the Contractor must incur in order to perform the subject of the contract, in particular: due taxes, customs and shipping fees, transport costs to the place of delivery, costs of release of the goods, costs of any technical inspections during the quality guarantee period, costs of obtaining documents required by this contract, costs of training employees, costs of participation of the Contractor's representative in the acceptance. The price cannot be changed.
4. All payments to the Contractor for the performance of the contract will be made by bank transfer to the Contractor's bank account provided in the VAT invoice.
5. The date of payment would be the date of debiting the account of the Contracting Entity with the payment amount.

§ 5.

1. The Parties establish liability for non-performance or improper performance of the Contract as contractual penalties.



2. The Contractor pays to the Contracting Entity contractual penalties:
 - a) for delay in execution of the Subject Matter of the Contract (delayed delivery): in the amount of 0.5% of the gross value of the order for each day of delay,
 - b) for delay in delivery of the Subject Matter of the Delivery technical documentation to the Contracting Entity in the amount of 0.5% of the gross value of the order for each day of delay
 - c) for withdrawing from the contract for reasons attributable to the Contractor - 35% of the gross value of the contract.
3. The Contracting Entity may claim damages in excess of contractual penalties on general terms.
4. The Contracting Entity is entitled to deduct the contractual penalties from the Contractor's invoice without a prior call.
5. The Contracting Entity is entitled to terminate the Contract immediately for the Contractor's fault upon two improper executions of the Contract resulting in imposing contractual penalties.

§ 6.

1. The contract expires as a result of the parties fulfilling their obligations.
2. Both Parties may jointly terminate the agreement at any time by written agreement of the Parties or by unilateral notice with a 1-month notice period effective at the end of the calendar month, in writing under pain of nullity.
3. The Contracting Entity may withdraw from the Agreement for reasons attributable to the Contractor, in particular when:
 - a) the liquidation of the Contractor's activities is opened,
 - b) the Contractor will not deliver the goods or deliver the goods with a delay exceeding 21 calendar days,
 - c) the Contractor delays in removing of quantity shortcomings or defects reported by the Contracting Entity during the acceptance.
4. The right of withdrawal referred to in paragraph 4 above may be exercised by the Ordering Party within 30 days of becoming aware of the circumstances referred to in paragraph 1.
5. The Parties allow the possibility of changing the contract during its execution if:
 - a) The official VAT rate changes by introducing a new VAT rate for the Subject Matter of the Contract concerned, which will affect and change the gross price;
 - b) the necessity of delivering the Subject Matter of the Contract other than declared in the offer (without changing the price), available at the time of submitting the offer in the



proceeding by the Contractor, caused by the end of production of the declared Subject Matter of the Contract or its withdrawal from production or trade on the territory of the Republic of Poland, having parameters not worse than proposed by the Contractor in the offer submitted in the proceeding,

- c) if the applicable law changes and that would affect the date, manner or scope of the Subject Matter of the contract.
- d) when the change is in the Contracting Entities' interest.

§ 7.

1. This Agreement is based on Polish law.
2. In matters not covered by this contract, the provisions of the Civil Code and other generally applicable provisions of Polish law are applicable to relations set out in this contract.
3. Any disputes that may arise from the performance of this contract will be settled amicably, and ultimately will be resolved by the court competent for the seat of the Contracting Entity.
4. The contract may be in the following form:
 - A paper contract prepared in three copies: 2 (two) copies for the Ordering Party, 1 (one) copy for the Contractor
 - An electronic contract signed with qualified signatures
5. Integral parts of the Contract are:
 - a) attachment no. 1 – Request for quotation and Contractor's offer

.....
the Contracting Entity

.....
the Contractor



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Attachment No 8 Declaration of providing resources to the Request for quotation no
P5/2025/07/17

.....

Name and address of the entity
providing the resources

In the proceedings for the award Contract award procedure conducted in accordance with the principle of competitiveness for the ***Delivery of a set of hydraulic directional valves 2 for modern, multi-purpose mining machines*** No **P5/2025/07/17**, I guarantee to make available to the Contractor

.....

the following resources necessary for the implementation of the subject of the contract:

.....

Fromto

Date:.....

.....

Signature of the person authorised to
represent the entity providing the resources

