Kraków, dated 15.06.2022

**REQUEST FOR QUOTATION no 04a/AMTP/2022**

In relations to the implementation of the project *„Production of innovative products on a hybrid technological line for the production of black and metalic coated tubes with simultaneous narrowing of dimensional tolerances, using a flux leackgage method for qualitative testing„* (Application No.: POIR.01.01.01-00-0510/18-00), co-funded by European Regional Development Fund and under Operational Program Smart Growth 2014-2020, Measure 1.1. (a competition organized by the National R&D Center no. 2/1.1.1/2018), and in relations to the competition, efficiency, openness and transparency, **ArcelorMittal Tubular Products Kraków Sp. z o.o.** submits a request for quotation for **the purchase, the delivery in accordance with DDP INCOTERMS 2010, commissioning, conducting tests, technical acceptance of the in line NDT Flux leakage system including auxiliaries.This machine will be a part of the pilot (technological) line for the production of pipes Ø 76.1 - 168.3 mm OD** **tube** **and 60x60 - 120x120 hollow structural sections.**

submits a request for quotation for delivery in accordance with DDP INCOTERMS 2010, commissioning, testing, technical acceptance of milling machines for processing pipe ends working in the production line.

składa zapytanie ofertowe na dostawę zgodnie z DDP INCOTERMS 2010, uruchomienie, testy, odbiór techniczny frezarek do obróbki końcówek rur pracujących na linii produkcyjnej.

comprises an inquiry for the supply in accordance with DDP INCOTERMS 2010 run, carry out tests acceptance milling machines for machining the ends of the tubes employed in the production line.

obejmuje zapytanie ofertowe na dostawę zgodnie z przebiegiem DDP INCOTERMS 2010, przeprowadzenie testów odbiorczych frezarek do obróbki końcówek rur stosowanych na linii produkcyjnej.

Nie mogę wczytać wszystkich wyników

Ponów próbę

Ponawianie próby

Ponawianie próby

A detailed description of the subject of the order is provided in section III of this request for quotation and in Technical Specification 04a/AMTP/2022.

**I. ORDERING PARTY:**  
  
**ArcelorMittal Tubular Products Kraków Sp. z o.o.**  
ul. Ujastek 1  
31-752 Kraków  
Website address: <https://poland.arcelormittal.com>  
  
hereinafter referred to as the Company, the Buyer.

**II. MODE / PROCEDURE:**

II.1. This procedure is not subject to the provisions of the act of 29th January 2004 on Public procurement low (i.e. J.oL. of 2021, item 1843 with further changes).

II.2. This procedure is performer in accordance with the principle for fair competition, effectiveness, openness, transparency and equal access.

II.3. This procedure is performer in accordance with the principle for fair competition, effectiveness, openness, transparency and equal access.

II.4. The Buyer shall make every effort to avoid any conflict of interest understood as the absence of impartiality and objectivity.

II.5. The present procedure shall be carried out in accordance with the Contract Awarding Regulations (hereinafter: Regulations) which is in effect at the Buyer’s company.

II.6. The Contract Awarding Regulations are available at the Buyer’s headquarters (1, Ujastek Street, 31-752 Kraków) and on the Buyer’s website.

II.7. The Buyer reserves the right to:

a) change the content of the request for quotation inclusive of a change of the procedure conditions;

b) close the procedure without the selection of any of the bids or cancellation of the procedure at any of its stages, without the indication of cause.

II.8. The changes introduced in the request for quotation shall be communicated by the Buyer to the Bidders in each of the manners specified as a form of publication specified in the Regulations.

II.9. The Buyer reserves itself the right to ask the Bidders at each stage of the procedure for additional information, documents or explanations. The Buyer shall contact the Bidder via electronic means specified in the content of the bid sent by the Bidder.

II.10. The Buyer reserves itself the right to undertake negotiations with all Bidders, who submitted a bid that meets the access conditions (i.e. the conditions for participation in the procedure) specified in the content of the request for quotation. The negotiations shall be run according to the following rules:

1. After the lapse of the bids submission deadline, the Buyer shall notify all of the Bidders, who submitted their non-rejectable bids about the possible execution of negotiations and shall invite those Bidders for negotiations, whereby the meeting dates shall be arranged individually with each Bidder.
2. The arrangements concerning the date of negotiations shall be run via electronic mail;
3. The negotiations shall solely cover those parameters which constitute the bids evaluation criteria.
4. The flow of the negotiations shall be documented in the form of a written report signed by the negotiation teams of the Buyer and of the Bidder.
5. within the time limit indicated by the Buyer, the Bidder shall submit a modified bid, which takes into account the arrangements from negotiations.The modified bid may not contain conditions which are less beneficial than the orginal bid.
6. In case the Bidder refuses to take part in the negotiations, the negotiations fail to lead to binding arrangements or the Bidder fails to submit a modified bid, then the orginally submitted Bidder’s bid shall be subject to evaluation.
7. The Buyer shall, within up to 60 days as of submission of the last modified bid, evaluate the bids and select the Contractor whose bid is the best.
8. The Buyer may ask the Bidders to give their consent to an extension of the bid validity period.
9. The offer is valid for 120 days from the date of its submission.

II.11. In case of closing the procedure without a selection or cancellation of the procedure, the Buyer shall immediately inform the Bidders, who submitted the bids and publish a relevant information.

II.12. This request for bid does not oblige the Buyer to conclude an Agreement.

The Buyer reserves the right to request the Bidders at any stage of the procedure for additional information, documents or explanations. The contact between the Buyer and the Bidder will take place via e-mail indicated in the offer sent by the Bidder.

II.13. The Buyer **does not allow** **the possibility** of submitting partial bids**.**

II.14. The Buyer **does not** **allow the possibility** of submitting variant bids.

**II.15. The submission of a bid is equal to the acceptance, without reservations, of the contents of this request for bid together with its appendices as well as the Contract Awarding Regulations.**

II.16. The Bidders are entitled to means of legal protection in the form of a protest concerning the bids evaluation which is performer in accordance with the Contract Awarding Regulations.

II.17. The documentation related to this request for quotation (together with appendices) is prepared in Polish and English language. In case of discrepancies in the contents of the indicated documentation, the English version of the bid shall be binding.

In a situation where the offer is submitted to the Buyer by the Bidder in only one language version, the Bidder is obliged to submit a translation of the offer within 2 weeks from receiving such a request from the Buyer by e-mail. The translation of the offer should include all additions made by the Bidder.

**III. ORDER DESCRIPTION (TOGETHER WITH THE CPV CODES):**

Code / CPV codes 1:

42000000-6 – Industrial machinery  
42900000-5 – Miscellaneous general and special-purpose machinery  
42921300-1 – Machines for bulk or individual packaging;

42921310-4 – Strapping machines

42921320-7 – Machines for bulk packaging

42923100-3 – Weighing machines

The subject of the contract will be **the purchase, the delivery in accordance with DDP INCOTERMS 2010, commissioning, conducting tests, technical acceptance of the in line NDT Flux leakage system including auxiliaries. This machine will be a part of the pilot (technological) line for the production of pipes Ø 76.1 - 168.3 mm OD** **tube** **and 60x60 - 120x120 hollow structural sections.**

A detailed description of the subject of the contract is indicated in the Technical Specification No. 04a/AMTP/2022 constituting Appendix No.2 to this request for quatation.

The place of performance of the subject of the contract is: ArcelorMittal Tubular Products Kraków Sp. z o.o. , ul. Ujastek 1, 31-752 Kraków, Poland. A detailed description of the subject of the contract is indicated in the technical specification constituting Appendix No. ……………….

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1 In accordance with Commission Regulation (EC) No. 213/2008 of November 28, 2007. amending Regulation (EC) No 2195/2002 of the European Parliament and of the Council on the Common Procurement Vocabulary (CPV) and Directives 2004/17 / EC and 2004/18 / EC of the European Parliament and of the Council regarding procedures for the award of public contracts regarding the amendment of the CPV.

Szczegółowy opis przedmiotu zamówienia wskazany jest w specyfikacji technicznej stanowiącej załącznik nr ……………….

A detailed description of the order is indicated in the technical specifications annexed No. ...................

Szczegółowy opis zamówienia znajduje się w załączonej specyfikacji technicznej nr ...................

Nie mogę wczytać wszystkich wyników

Ponów próbę

Ponawianie próby

Ponawianie próby

**ATTENTION:**

ATTENTION:

UWAGA:

WARNING:

OSTRZEŻENIE:

NOTE:

UWAGA:

CAUTION:

UWAGA:

COMMENT:

KOMENTARZ:

Nie mogę wczytać wszystkich wyników

Ponów próbę

Ponawianie próby

Ponawianie próby

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Ponów próbę

Ponawianie próby

Ponawianie próby

Due to the sanitary restrictions and rigors resulting from the situation of the coronavirus pandemic and the internal rigors of the Company in terms of work organization and in order to meet the Bidders' needs in terms of detailing the content of the subject of the contract, the Buyer has prepared an organizational solution for the Bidders interested in taking part in this proceeding.

**Due to the sanitary restrictions and rigors resulting from the situation of the coronavirus pandemic and the internal rigors of the Company in terms of work organization and in order to meet the bidders' needs in terms of detailing the content of the subject of the contract, the Ordering Party has prepared a package of organizational solutions for bidders interested in taking a department in the proceedings.**

**Ze względu na restrykcje i rygory sanitarne wynikające z sytuacji pandemii koronawirusa oraz wewnętrzne rygory Spółki w zakresie organizacji pracy oraz w celu zaspokojenia potrzeb oferentów w zakresie doprecyzowania treści przedmiotu zamówienia, Zamawiający przygotował pakiet rozwiązań organizacyjnych dla oferentów zainteresowanych objęciem działu w postępowaniu.**

**Due to the rigors of rigidities and sanitary situation resulting from the pandemic coronavirus and internal rigors of the Company in the organization of work and meet the needs in the field of bidders detail the contents of the contract, the Contracting Authority has prepared a package of organizational solutions for bidders interested in taking a share in this proceeding.**

**Ze względu na rygory sztywności i sytuację sanitarną wynikającą z pandemii koronawirusa oraz wewnętrzne rygory Spółki w zakresie organizacji pracy i zaspokojenia potrzeb oferentów w zakresie uszczegółowienia treści umowy, Zamawiający przygotował pakiet organizacyjny rozwiązania dla oferentów zainteresowanych udziałem w tym postępowaniu.**

**Nie mogę wczytać wszystkich wyników**

**Ponów próbę**

**Ponawianie próby**

**Ponawianie próby**

**Nie mogę wczytać wszystkich wyników**

**Ponów próbę**

**Ponawianie próby**

**Ponawianie próby**

**The proposed solution is the possibility of conducting an on-site inspection in a remote mode.** The first solution is the possibility of conducting an on-site inspection in a remote mode.

Pierwszym rozwiązaniem jest możliwość przeprowadzenia inspekcji na miejscu w trybie zdalnym.

The first solution is the ability to carry out the vision of the local remote mode.

Pierwszym rozwiązaniem jest możliwość realizacji wizji lokalnego trybu zdalnego.

Nie mogę wczytać wszystkich wyników

Ponów próbę

Ponawianie próby

Ponawianie próby

The details of remote viewing are listed below.

**The details of remote viewing are listed below.**

**Szczegóły zdalnego podglądu są wymienione poniżej.**

**Details perform remote vision are indicated below.**

**Szczegóły dotyczące zdalnego widzenia są wskazane poniżej.**

**Nie mogę wczytać wszystkich wyników**

**Ponów próbę**

**Ponawianie próby**

**Ponawianie próby**

**Nie mogę wczytać wszystkich wyników**

**Ponów próbę**

**Ponawianie próby**

**Ponawianie próby**

DETAILED INFORMATION ON DETAILED INFORMATION ON

SZCZEGÓŁOWE INFORMACJE NA TEMAT

DETAILS DOT.

SZCZEGÓŁY DOT.

Nie mogę wczytać wszystkich wyników

Ponów próbę

Ponawianie próby

Ponawianie próby

POSSIBILITIES TO MAKE A LOCAL VISION IN REMOTE MODE (hereinafter: 'local vision'):

The confidentiality declaration must be signed by authorized persons from the Tenderer in the registration document or the power of attorney granted.

Oświadczenie o zachowaniu poufności musi być podpisane przez osoby upoważnione przez Oferenta w dowodzie rejestracyjnym lub udzielonym pełnomocnictwie.

Privacy statement must be signed by authorized person by the Bidder in the document by registered or granted power of attorney.

Oświadczenie o ochronie prywatności musi być podpisane przez Oferenta przez osobę upoważnioną w dokumencie poprzez pełnomocnictwo imienne lub udzielone.

Nie mogę wczytać wszystkich wyników

Ponów próbę

Ponawianie próby

Ponawianie próby

Nie mogę wczytać wszystkich wyników

Ponów próbę

Ponawianie próby

Ponawianie próby

Conducting a remote on-site inspection will consist in the connection of the Bidder at the time agreed with the Buyer using the free application: Microsoft Teams with the possibility of using a microphone and a camera. Conducting a remote on-site inspection will consist in the connection of the Tenderer at the time agreed with the Ordering Party using the free application: Microsoft Teams with the possibility of using a microphone and a camera.

Przeprowadzenie zdalnej inspekcji na miejscu będzie polegało na podłączeniu Oferenta w uzgodnionym z Zamawiającym czasie za pomocą bezpłatnej aplikacji: Microsoft Teams z możliwością wykorzystania mikrofonu i kamery.

Conducting a remote site visit will be to the Bidder in connection with the Purchaser agreed deadline via free applications: Microsoft Teams with the ability to use a microphone and camera.

Przeprowadzenie zdalnej wizyty na miejscu będzie odbywać się u Oferenta w ustalonym przez Zamawiającego terminie za pośrednictwem bezpłatnych aplikacji: Microsoft Teams z możliwością obsługi mikrofonu i kamery.

Nie mogę wczytać wszystkich wyników

Ponów próbę

Ponawianie próby

Ponawianie próby

The vision will take the form of a videoconference, which can be connected via a device with Internet access.

The vision will take the form of a videoconference, which can be connected via a device with Internet access.

Wizja przybierze formę wideokonferencji, do której będzie można podłączyć urządzenie z dostępem do Internetu.

Vision will take place by videoconference, which connection can be achieved with a device that has Internet access.

Wizja będzie odbywać się poprzez wideokonferencję, którą można połączyć za pomocą urządzenia z dostępem do Internetu.

Nie mogę wczytać wszystkich wyników

Ponów próbę

Ponawianie próby

Ponawianie próby

Nie mogę wczytać wszystkich wyników

Ponów próbę

Ponawianie próby

Ponawianie próby

To the previously indicated e-mail address of the Bidder, the Buyer will send a link inviting to participate in a remote site visit.

After receiving the e-mail with the invitation, the Bidder joins the remote meeting by pressing the *"Join meeting"* button (or similar - depending on the platform used).

After receiving the e-mail with the invitation, the Bidder joins the remote meeting by pressing the "Join meeting" button (or similar - depending on the platform used).

Po otrzymaniu e-maila z zaproszeniem Oferent dołącza do spotkania zdalnego poprzez naciśnięcie przycisku „Dołącz do spotkania” (lub podobnego - w zależności od używanej platformy).

After receiving an email message with an invitation tenderer you join the meeting by pressing the remote button "Join meeting" (or similar - depending on your platform).

Po otrzymaniu wiadomości e-mail z zaproszeniem oferenta dołączasz do spotkania, naciskając przycisk zdalny „Dołącz do spotkania” (lub podobny - w zależności od platformy).

Nie mogę wczytać wszystkich wyników

Ponów próbę

Ponawianie próby

Ponawianie próby

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Ponów próbę

Ponawianie próby

Ponawianie próby

The Bidder, agreeing with the Buyer on the vision date, must indicate names and surnames of the people who will participate in the remote vision. The Bidder, agreeing with the Employer on the date of the vision, must indicate the names and surnames of the people who will participate in the remote vision.

Oferent uzgadniając z Zamawiającym datę wizji musi wskazać imiona i nazwiska osób, które będą uczestniczyć w zdalnej wizji.

Tenderer agreeing with the Employer holding term vision must indicate the names of the persons who will participate in the remote vision.

Oferent zgadzający się z Zamawiającym posiadającym wizję terminową musi wskazać nazwiska osób, które będą uczestniczyć w zdalnej wizji.

Nie mogę wczytać wszystkich wyników

Ponów próbę

Ponawianie próby

Ponawianie próby

For organizational reasons, the Tenderer has the right to delegate up to three people to participate in the remote site visit.

If the user has never used a videoconferencing platform, it may be necessary to install a plugin to enable the use of the videoconferencing platform. Due to the number of videoconferences and the applicable time limit for each video meeting, it is very important for the Bidder to log in on time, taking into account several minutes of spare for technical matters such as checking the microphone, camera and Internet connection stability. The Buyer is not responsible for any technical organization of the remote vision by the Bidder.

Before the videoconference, make sure that the camera is not obstructed and that the microphone and sound player in the workstation are working properly.

**The Bidder cannot record the course of the meeting (complete ban).** A voice recording of the meeting is kept by the Buyer.

Conducting a remote on-site inspection will be carried out in the formula of questions and answers.

In order to ensure the effectiveness of the on-site visit, any questions and doubts of the Bidder regarding the subject of the order must be submitted to the Buyer 24 hours (by e-mail) before the agreed date of the on-site visit.

Bidders will be entitled to an one-off on-site visit with no time limit.

The date of the on-site visit in a remote mode will be agreed with the Bidder via e-mail.

The date of the on-site visit will be agreed with the Bidder via e-mail.

Termin wizyty na miejscu zostanie uzgodniony z Oferentem za pośrednictwem poczty elektronicznej.

Term vision to be agreed with the local Bidder by way of electronic correspondence.

Wizja terminowa do uzgodnienia z lokalnym Oferentem w drodze korespondencji elektronicznej.

Nie mogę wczytać wszystkich wyników

Ponów próbę

Ponawianie próby

Ponawianie próby

An on-site inspection is possible up to 7 days before the end of the bidding process.

The date of the on-site visit will be agreed upon after signing and returning the CONFIDENTIALITY STATEMENT by the Bidders.

Przeprowadzenie oględzin na miejscu jest możliwe do .............................. 2020r.

Conduct site inspection is possible within the 2020 ...............................

Przeprowadzenie inspekcji na miejscu jest możliwe w ciągu 2020 ...............................

Nie mogę wczytać wszystkich wyników

Ponów próbę

Ponawianie próby

Ponawianie próby

Nie mogę wczytać wszystkich wyników

Ponów próbę

Ponawianie próby

Ponawianie próby

The scope of the contract is: delivery in accordance with DDP INCOTERMS 2010, commissioning, testing, technical acceptance.

The scope of the contract is: delivery in accordance with DDP INCOTERMS 2010, commissioning, testing, technical acceptance.

Zakres zamówienia to: dostawa zgodnie z DDP INCOTERMS 2010, uruchomienie, testy, odbiór techniczny.

In the implementation of the contract is the delivery according to the DDP Incoterms 2010, commissioning, testing, commissioning.

W ramach realizacji zamówienia jest dostawa zgodnie z DDP Incoterms 2010, uruchomienie, testy, uruchomienie.

Nie mogę wczytać wszystkich wyników

Ponów próbę

Ponawianie próby

Ponawianie próby

Nie mogę wczytać wszystkich wyników

Ponów próbę

Ponawianie próby

Ponawianie próby

Technical parameters and requirements are presented in the **Technical Specification No. 04 a/ AMTP / 2022**, which is an attachment to this request for quotation.

**Time limit for the contract:** The maximum time allowed by the Buyer to complete the subject of the contract is 10 months from signing the contract (access condition). Time limit for the contract: The maximum time allowed by the Supplier to complete the subject of the contract is 15 months from signing the contract (an admitting condition).

Termin realizacji zamówienia: Maksymalny termin realizacji przedmiotu umowy przez Dostawcę to 15 miesięcy od dnia podpisania umowy (warunek dopuszczenia).

The term of the contract: The maximum allowed limit for completion of the contract by the supplier is 15 months from the signing of the contract (a condition permitting).

Okres obowiązywania umowy: Maksymalny dopuszczalny termin wykonania umowy przez dostawcę to 15 miesięcy od podpisania umowy (warunek na to pozwala).

Nie mogę wczytać wszystkich wyników

Ponów próbę

Ponawianie próby

Ponawianie próby

Offers with a longer realization time of the subject of the contract will be rejected.Offers for a longer period of the subject of the contract will be rejected.

**Oferty na dłuższy okres przedmiotu zamówienia będą odrzucane.**

**Offers A longer period of execution of the order will be rejected.**

**Oferty Dłuższy termin realizacji zamówienia zostanie odrzucony.**

**Nie mogę wczytać wszystkich wyników**

**Ponów próbę**

**Ponawianie próby**

**Ponawianie próby**

**Nie mogę wczytać wszystkich wyników**

**Ponów próbę**

**Ponawianie próby**

**Ponawianie próby**

**The delivery date is understood as The delivery date is understood as:**

**Termin dostawy rozumiany jest jako:**

**Delivery time is defined as:**

**Czas dostawy definiuje się jako:**

**Nie mogę wczytać wszystkich wyników**

**Ponów próbę**

**Ponawianie próby**

**Ponawianie próby**

**Nie mogę wczytać wszystkich wyników**

**Ponów próbę**

**Ponawianie próby**

**Ponawianie próby**

**fault-free acceptance protocol PAT. – fault-free device acceptance protocol;**

- protokół bezbłędnego odbioru urządzenia;

- flawless reception protocol operation of the equipment;

- bezbłędne działanie protokołu odbioru sprzętu;

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Ponów próbę

Ponawianie próby

Ponawianie próby

Nie mogę wczytać wszystkich wyników

Ponów próbę

Ponawianie próby

Ponawianie próby

**Completion of the subject of the contract is understood as the signing by the Buyer a fault-free final Performance Acceptance Certificate (PAC), during which the final confirmation of the achievement and compliance with the technical conditions of the installation's operation takes place in the scope of:**

Completion of the subject of the contract is understood as the signing by the Ordering Party of a fault-free final acceptance protocol (PAC), during which the final confirmation of the achievement and compliance with the technical conditions of the installation's operation takes place in the scope of:

Przez realizację przedmiotu zamówienia rozumie się podpisanie przez Zamawiającego bezbłędnego protokołu odbioru końcowego (PKA), na którym następuje ostateczne potwierdzenie osiągnięcia i zgodności z warunkami technicznymi pracy instalacji w Zakres:

Completion of the contract is understood as the signing by the Employer faultless final acceptance protocol (PAC), which takes place during the final confirmation of achievement and fulfillment of the technical operation of the system in terms of:

Przez zakończenie umowy rozumie się podpisanie przez Zamawiającego bezbłędnego protokołu odbioru końcowego (PKA), który następuje w trakcie ostatecznego potwierdzenia osiągnięcia i wykonania sprawności technicznej systemu w zakresie:

Nie mogę wczytać wszystkich wyników

Ponów próbę

Ponawianie próby

Ponawianie próby

Nie mogę wczytać wszystkich wyników

Ponów próbę

Ponawianie próby

Ponawianie próby

a. Equipment performance - Capacity range (meters per minute) divided into individual pipe dimensions according to point 1.3.3 of Technical Specification No. 04a / AMTP / 2022 (access condition - the Bidder, by submitting the offer, confirms the possibility of achieving a given condition).

a. Equipment performance

za. Wydajność sprzętu

a. Device Performance

za. Wydajność urządzenia

Nie mogę wczytać wszystkich wyników

Ponów próbę

Ponawianie próby

Ponawianie próby

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Ponów próbę

Ponawianie próby

Ponawianie próby

b. The quality of manufactured products - following conditions must be achieved:

- System has to be able to detect imperfections on pipes produced from black steel stip as well as with metallic and galvanic coatings with coating thickness up to 35 μm – one side and 70 μm both sides.

- System has to be able to detect defects on the pipes from production range of the line with the quality F2 acc. to EN 10893-3 with speed of the line as above.

- Equipment has to endure that defected pipes will be rejected and separated to collecting bin for rejected pipes.

- System has to test pipes with tolerances of OD, wall thickness, ovality and straightness as shown in table 1.3.1.

b. The quality of manufactured products

b. Jakość wytwarzanych produktów

Nie mogę wczytać wszystkich wyników

Ponów próbę

Ponawianie próby

Ponawianie próby

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Ponów próbę

Ponawianie próby

Ponawianie próby

c. Equipment reliability - as described in point 1.4.1 of Technical Specification No. 04a / AMTP / 2022 **(access condition - the Bidder, by submitting the offer, confirms the possibility of achieving a given condition).**

The mechanical and electrical equipment and systems design have to be suitable for operation in a heavy duty steel mill environment operating 21 (twenty one) turns/week (8 hrs per shift), 50 (fifty) weeks per year. Annual production requirements are based on 15 (fifteen) turns/week per week, 48 (forty eight) weeks per year.

**c. Device Reliability**

**do. Niezawodność urządzenia**

**Nie mogę wczytać wszystkich wyników**

**Ponów próbę**

**Ponawianie próby**

**Ponawianie próby**

**Nie mogę wczytać wszystkich wyników**

**Ponów próbę**

**Ponawianie próby**

**Ponawianie próby**

**Provisional Acceptance Test (PAT) will be carried out after all devices, described in detail in point 4.1 of Technical Specification No. 04a / AMTP / 2022, have been properly installed and commissioned. Initial Acceptance Tests (PAT) will be carried out after proper installation and start-up of all devices, described in detail in point 4.1 of Technical Specification No. 02 / AMTP / 2019.**

**Provisional Acceptance Test (PAT) must be completed within a maximum of 5 days from their commencement** **(access condition - the Bidder, by submitting the offer, confirms the possibility of achieving a given condition).**

**Testy Odbioru Wstępnego (PAT) zostaną przeprowadzone po prawidłowej instalacji i uruchomieniu wszystkich urządzeń, szczegółowo opisanych w punkcie 4.1 Specyfikacji Technicznej nr 02 / AMTP / 2019.**

**Preliminary Acceptance Tests (PAT) will be carried out after proper installation and commissioning of all devices described in detail in section 4.1 of the Technical Specification No. 02 / AMTP / 2019.**

**Wstępne Testy Odbiorowe (PAT) zostaną przeprowadzone po prawidłowym zainstalowaniu i uruchomieniu wszystkich urządzeń opisanych szczegółowo w punkcie 4.1 Specyfikacji Technicznej nr 02 / AMTP / 2019.**

**Nie mogę wczytać wszystkich wyników**

**Ponów próbę**

**Ponawianie próby**

**Ponawianie próby**

**Initial Acceptance Tests (PAT) must be completed within a maximum of 5 days from their commencement.**

**Wstępne testy akceptacyjne (PAT) muszą zostać zakończone w ciągu maksymalnie 5 dni od ich rozpoczęcia.**

**Preliminary Acceptance Tests (PAT) must be completed within a maximum of five days of their commencement.**

**Wstępne testy akceptacyjne (PAT) muszą zostać zakończone w ciągu maksymalnie pięciu dni od ich rozpoczęcia.**

**Nie mogę wczytać wszystkich wyników**

**Ponów próbę**

**Ponawianie próby**

**Ponawianie próby**

**Nie mogę wczytać wszystkich wyników**

**Ponów próbę**

**Ponawianie próby**

**Ponawianie próby**

**A positive result of the Provisional Acceptance Test (PAT) is the basis for issuing the Performance Acceptance Certificate (PAC) described in detail in point 4.2 of the Technical Specification No. 04a / AMTP / 2022 (access condition - the Bidder, by submitting the offer, confirms the possibility of achieving a given condition).**

**Conditions for PAT:**

1. Provisional Acceptance Test will be carried out on a 3 dimensions of pipes in 3 wall thickness combination :

|  |  |  |  |
| --- | --- | --- | --- |
| **OD/WT** | 2,9 | 4,0 | 6,0 |
| 76,1 | **70** | **50** | **45** |
| 114,3 | **50** | **45** | **35** |
| 168,3 | **-** | **35** | **25** |

1. Provided speed in m/min is minimum required to perform and be accepted. Up to 5% deviation is acceptable.
2. System has to ensure detection of longitudinal imperfections on outside and inside surface imperfections of pipes of the line size range.
3. System has to be able to detect imperfections on pipes produced from black steel stip as well as with metallic and galvanic coatings woth coating thickness up to 35 μm – one side and 70 μm both sides.
4. System has to be able to detect defects on the pipes from production range of the line with the quality F2 acc. to EN 10893-3 with speed of the line as above.
5. Equipment has to detect defected pipes and give signal to effective rejection and separation to collecting bin for rejected pipes.
6. System has to test pipes with tolerances of OD, wall thickness, ovality and straightness as shown in table 1.3.1.
7. Confirmation of successful PAT will be detection of longitudinal defects of depth within 5% of wall thickness or minimum 0,3mm, width max 1mm, length max 25mm.
8. Calibration of equipment has to be done as per EN 10893-3 on reference pipes prepared as per EN 10893-3.
9. Provisional Acceptance Test will be carried out in minimum 1 hour campaign for each item.
10. The test campaign can be counted as successful on in condition of continuous production, without stoppages and breakdowns.
11. Tubes produced during PAT has to meet quality requirements of the material specification standards and any other requirements from the contract.
12. During the conduct of the trial PAT the equipment is working in fully automatic way, without operator’s help under regular conditions.
13. In case of defeat, re-tests will be carried out after three days. Maximum two further trials may be carried out.

Warunki dla PAT:

Conditions for the PAT:

Warunki PAT:

Nie mogę wczytać wszystkich wyników

Ponów próbę

Ponawianie próby

Ponawianie próby

Nie mogę wczytać wszystkich wyników

Ponów próbę

Ponawianie próby

Ponawianie próby

**The Buyer reserves the right to change the date of implementation of the subject of the contract based on the status of the project implementation or in the event of force majeure or other terms of the grant contract.**

**The submission of the offer by the Bidder will constitute a written consent to the above-mentioned conditions for the performance of the subject of the contract, which will then be included in the contract with the selected Bidder. The Buyer does not allow the possibility of negotiating the above conditions.**

Due to the fact that the implementation of the contract covered by this request for quotation is closely related to the project carried out by the Company, for which the Buyer signed a grant agreement and against the rigors associated with the period of eligibility of expenditure related to, among others, Due to the fact that the implementation of the subject of the contract covered by this request for quotation is closely related to the project implemented by the Company, for which the Ordering Party has signed a co-financing agreement, and due to the rigors related to the period of expenditure eligibility related to, inter alia,

Z uwagi na fakt, iż realizacja przedmiotu zamówienia objętego niniejszym zapytaniem ofertowym jest ściśle związana z realizowanym przez Spółkę projektem, na który Zamawiający podpisał umowę o dofinansowanie oraz ze względu na rygory związane z okres kwalifikowalności wydatków związany m.in.

Due to the fact that the implementation of the contract covered by this tender inquiry is closely related to the project implemented by the Company, for which the Employer signed a dofinasowanie and against the rigors associated with the period of eligibility of expenditure related to, among others,

Z uwagi na fakt, że realizacja zamówienia objętego niniejszym zapytaniem ofertowym jest ściśle związana z realizowanym przez Spółkę projektem, na który Zamawiający podpisał dofinasowanie oraz wbrew rygorom związanym z okresem kwalifikowalności wydatków związanych m.in. ,

Nie mogę wczytać wszystkich wyników

Ponów próbę

Ponawianie próby

Ponawianie próby

with the timely commissioning of part of the pilot (technological) line for the production of pipes (the in line NDT Flux leakage system) (which is directly related to the deadline of the supplier and carrying out final acceptance - constituting the last milestone in the implementation of the subject of the contract), the content of the contract for the implementation of the subject of the contract will include provisions on, among others: contractual penalties related to with the timely commissioning of research equipment (which is directly related to the deadline of the supplier and carrying out final acceptance - constituting the last milestone in the implementation of the subject of the contract), the content of the contract for the implementation of the subject of the contract will include provisions on, among others: contractual penalties related to

z terminowym uruchomieniem aparatury badawczej (co jest bezpośrednio związane z terminem realizacji przez dostawcę i dokonaniem odbioru końcowego - stanowiącego ostatni etap realizacji przedmiotu zamówienia), treść umowy na wykonanie przedmiotu umowy zawierać będą m.in. postanowienia dotyczące: kar umownych z tytułu

the timely commissioning of the use of research equipment (which is directly associated with the term supplier and load carrying końcowych- constitute the last milestone in the implementation of the contract), the content of the agreement for the implementation of the contract will include provisions on contractual penalties m.in .: related

terminowe uruchomienie użytkowania aparatury naukowo-badawczej (co jest bezpośrednio związane z terminem dostawcą i końcowymi obciążeniami - stanowi ostatni kamień milowy w realizacji zamówienia), w treści umowy na realizację zamówienia znajdą się zapisy dotyczące kary umowne m.in .: powiązane

Nie mogę wczytać wszystkich wyników

Ponów próbę

Ponawianie próby

Ponawianie próby

delays. resulting delays.

wynikające z tego opóźnienia.

delays arising.

powstające opóźnienia.

Nie mogę wczytać wszystkich wyników

Ponów próbę

Ponawianie próby

Ponawianie próby

The submission of the offer by the Bidder constitutes a written consent to the following terms and conditions of the performance of the subject of the contract, which will then be included in the contract with the selected Bidder.

**Due to the fact that the implementation of the subject of the contract covered by this request for quotation is closely related to the project implemented by the Company, for which the Ordering Party has signed a co-financing agreement, and due to the rigors related to the period of expenditure eligibility related to, inter alia,**

**Z uwagi na fakt, iż realizacja przedmiotu zamówienia objętego niniejszym zapytaniem ofertowym jest ściśle związana z realizowanym przez Spółkę projektem, na który Zamawiający podpisał umowę o dofinansowanie oraz ze względu na rygory związane z okres kwalifikowalności wydatków związany m.in.**

**Due to the fact that the implementation of the contract covered by this tender inquiry is closely related to the project implemented by the Company, for which the Employer signed a dofinasowanie and against the rigors associated with the period of eligibility of expenditure related to, among others,**

**Z uwagi na fakt, że realizacja zamówienia objętego niniejszym zapytaniem ofertowym jest ściśle związana z realizowanym przez Spółkę projektem, na który Zamawiający podpisał dofinasowanie oraz wbrew rygorom związanym z okresem kwalifikowalności wydatków związanych m.in. ,**

**Nie mogę wczytać wszystkich wyników**

**Ponów próbę**

**Ponawianie próby**

**Ponawianie próby**

**with the timely commissioning of the pilot line element (milling machine system), (which is directly related to the deadline of the supplier and the final acceptance - constituting the last milestone in the implementation of the subject of the contract), the content of the contract for the implementation of the subject of the contract will include provisions regarding, among others**

**z terminowym uruchomieniem elementu linii pilotażowej (systemu frezarki), (co jest bezpośrednio związane z terminem dostawy dostawcy i odbiorem końcowym - stanowiącym ostatni kamień milowy w realizacji przedmiotu zamówienia), treść umowa na realizację przedmiotu zamówienia zawierać będzie postanowienia dotyczące m.in.**

**the timely commissioning of use of the pilot line (milling system), (which directly associated with the term supplier and load carrying końcowych- constitute the last milestone in the implementation of the contract), the content of the agreement for the implementation of the contract will include provisions on m.in**

**terminowe oddanie do użytku linii pilotażowej (systemu mielenia), (co bezpośrednio wiąże się z terminem dostawcą i końcowymi ładunkami końcowymi - stanowi ostatni kamień milowy w realizacji zamówienia), treść umowy na realizację zamówienia będzie zawierać postanowienia dotyczące m.in.**

**Nie mogę wczytać wszystkich wyników**

**Ponów próbę**

**Ponawianie próby**

**Ponawianie próby**

**.: contractual penalties related to the resulting delays.**

**.: kary umowne związane z wynikającymi z tego opóźnieniami.**

**.: contractual penalties related to delays arising.**

**.: kary umowne związane z powstającymi opóźnieniami.**

**Nie mogę wczytać wszystkich wyników**

**Ponów próbę**

**Ponawianie próby**

**Ponawianie próby**

**The submission of the offer by the tenderer constitutes a written consent to the following terms and conditions of the performance of the subject of the contract, which will then be included in the content of the contract with the selected tenderer.**

**Złożenie oferty przez oferenta stanowi pisemną zgodę na poniższe warunki wykonania przedmiotu zamówienia, które następnie zostaną zawarte w treści umowy z wybranym oferentem.**

**Submission of the offer by the bidder provides written consent to the following conditions for the performance of the contract, which will then be included in the contract with the successful tenderer.**

**Złożenie oferty przez oferenta stanowi pisemną zgodę na następujące warunki realizacji zamówienia, które następnie zostaną zawarte w umowie z wybranym oferentem.**

**Nie mogę wczytać wszystkich wyników**

**Ponów próbę**

**Ponawianie próby**

**Ponawianie próby**

**Nie mogę wczytać wszystkich wyników**

**Ponów próbę**

**Ponawianie próby**

**Ponawianie próby**

**Provisions regarding contractual penalties that will be included in the content of the contract with the selected tenderer:**

"The Contractor will be obliged to pay the Buyer a contractual penalty:

a) for failure to meet the delivery date of the Equipment - in the amount of 0.2% of the gross value of the contract, for each day of delay from the date designated as the delivery date to the delivery date,

b) for failure to meet the deadline for commissioning the Equipment - in the amount of 0.2% of the gross value of the contract, for each day of delay from the date set as the day of commissioning to the day of commissioning

c) for non-performance or improper performance of the contract for cause of the Contractor - 10% of the gross contract value. Non-performance or improper performance is understood as non-compliance with the PAT conditions (point 4.1 of Technical Specification No. 04a/AMTP/2022),  
d) for failure to meet the deadline for repair or replacement of the device - 0.2% of the gross value of the contract, for each day of delay from the date of expiry of the repair or replacement deadline, resulting from this declaration, until the date of repair.

In the event of non-performance or improper performance of the contract, the Buyer has the right to withdraw in whole or in part from the contract with the right to demand a contractual penalty referred to point c) above. The declaration of withdrawal should be submitted in writing within 14 working days of learning about the event constituting the basis for the withdrawal. The total value of contractual penalties may not exceed 20%. The Buyer has the right to claim damages in excess of the contractual penalty on general terms.

**Warranty and service requirement, which are the access condition, the failure of which in the content of the offer will result in rejection of the offer:**

a. Warranty not shorter than 12 months from signing the PAC from the date of signing the failure-free Performance Acceptance Certificate (**access condition**). Offers with a shorter warranty period will be rejected.

b. Service response time no later than 24 hours from notification, and if necessary, the physical presence of a representative on the pilot line no later than 72 hours from notification; (**access condition**). Offers indicating a longer service time will be rejected.

c. Free service inspection, at least once a year during the warranty period, with replacement of consumables required by the manufacturer.

d. The requirement for an additional paid post-warranty service of the device for a minimum period of 5 years after the warranty period (not included in the offer price).

e. Direct / remote technical support via VPN for the duration of the proposed warranty any time during working days and hours, from 8.30 a.m. to 12.30 p.m. and from 1.30 p.m. to 5.30 p.m.

**IV. CONDITIONS FOR AWARDING CONTRACTS, PARTICIPATION IN THE PROCEDURE AND DESCRIPTION OF THE BIDS EVALUATION METHOD:**

IV.1 The awarding of a contract may be pursued by the Bidder who:

1. have the licences for execution of a certain activity or action, if the regulations impose an obligation to have such licences – a condition confirmed with a statement;
2. run an activity which is consistent with the description of the contract subject matter – a condition confirmed with a statement;
3. are in a financial and economic situation which ensures the performance of the contract – condition confirmed with experience;
4. are neither in a state of liquidation nor they have announced their bankruptcy; a condition confirmed with a statement;
5. are not in arrears with the payment of public & legal fees, taxes or premiums for social or health insurance – the Bidder shall present a declaration / certificate, that it is not in arrears with the payment of public & legal receivables (public & legal fees, taxes, social insurance premiums);
6. were not validly sentenced, for an offence committed in connection with a contract award procedure, for bribery, for an offence against economic turnover or for any other offence committed with the aim of gaining financial profits – as a partner of a registered partnership, a partner of management board member of a professional partnership; a general partner of a limited partnership as well as a limited joint-stock partnership; a member of the management body of a legal person;
7. have the necessary knowledge and experience as well as the technical potential and people capable of performing the contract - a condition confirmed with a statement along with references - it is required to submit at least one reference letter issued by the entity for which in line NDT Flux leakage system was made in the last four years (name of the buyer, location, year, description). The Bidder will provide a declaration containing a reference list of at least five implemented High frequency welding machines working in the production line in the last 4 years before the deadline for submitting bids. The list must include: buyer's name, location, year, description of the scope, implementation time and contact details of the buyer's representative ( name and surname, e-mail address, telephone number), Appendix no 7 to this request for quotation;
8. have a liability insurance policy concerning their business activity – the Bidder shall submit a declaration that within 30 days of signing the contract it will hold a relevant third-party liability insurance policy for the value of min. 3 mln EUR (net)
9. signed the Work Health & Safety Agreements according to a template attached to the present request for quotation.
10. signed the approval form of the Significant Conditions of Purchase according to the template attached to this inquiry.
11. signed an agreement or a declaration of confidentiality in accordance with the template indicated by the Buyer and attached to this inquiry, Annex 3, in order to receive a full description of the subject of the contract - if applicable,
12. The Bidder undertakes to provide the Buyer with a bank guarantee compliant in essential terms with one of the templates indicated in Appendix 7 to this request for quotation, along with an invoice that will require security. Failure to provide a bank guarantee or providing a bank guarantee inconsistent in essential matters with the Buyer's model will entitle the Buyer to refrain from any payments until the Bidder submits the relevant guarantee documents, and the Bidder shall not be entitled to any claims for withholding payments.

IV.2 The Buyer shall verify the compliance of the presented bid with the requirements of the description of the contract subject matter through examination of the completeness of the presented descriptions. A failure to fulfil one of the below mentioned requirements by the Bidder will mean that the bid will be rejected and will not be subject to further evaluation. The verification shall be performed in the form of a checklist:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No.** | **List of criteria admitting to the next stage of offer evaluation** | **Confirmation**  **(Yes/No)** | **Description of the possibilities of performing the task** | **The deadline for achieving / confirming the fulfilment of the admitting condition by the Bidder** | **Link to the offer: Page no. Point no.** |
| **1** | Meeting the requirements of the Buyer specified in Technical Specification No. 04a/AMTP/2022 other than those specified below in the points (1.1-1.12) |  |  |  |  |
| **1.1** | Meeting the requirements of the line parameters mentioned (Products Specifications) in the point 1.3.1 of the Technical Specification No. 04a/AMTP/2022 |  |  |  |  |
| **1.2** | Meeting the requirements of the line parameters mentioned (Product Specifications) in the point 1.3.2 of the Technical Specification No. 04a/AMTP/2022  In particular, equipment must enable testing pipes manufactured of:  - pipes according to following standards EN 10217-1, EN 10217-2; EN ISO 3183; EN 10224,  - finished product free of marks and scratches. |  |  |  |  |
| **1.3** | Meeting the requirements of the line parameters (Production mix) mentioned in the point 1.3.3 of the Technical Specification No. 04a/AMTP/2022.  In particular, equipment must enable the testing of pipes with a minimum capacity of 80 m / min for 76.1; 55 m / min for 114.3mm pipes and 40 m / min for pipes 168,3mm. |  |  |  |  |
| **1.4** | Meeting the requirements of the line parameters (Design parameters of High frequency welding machine) mentioned in the point 1.3.4 of the Technical Specification No. 04a/AMTP/2022.  In particular, equipment must enable the  changeover of 20 minutes maximum for full size changing. The fulfillment of the given condition will be confirmed during the PAT acceptance test.  Whole equipment has to be operated by maximum 1 person to operate in full range of production. |  |  |  |  |
| **1.5** | Meeting the general requirements of the scope of supply (including mandatory CE marking and Machinery Directive 2006/42/EC) mentioned in the point 1.4.1 of the Technical Specification No. 04a/AMTP/2022 |  |  |  |  |
| **1.6** | Including in the offer: support with additional NDT eddy current probe for weld testing according to the point 1.4.2 of the Technical Specification No. 04a/AMTP/2022 |  |  |  |  |
| **1.7** | Metting general requirements:  - Detected defects - 100%  - Defects to be identified - Longitudinal  - Acceptance level - min. F2 according to EN ISO 10893-3  - Power supply - variable DC power  - Paint marking to identify the flaws area  - Sorting: two classes "accepted" / "rejected"  according to the point 1.4.2 of the Technical Specification No. 04a/AMTP/2022 |  |  |  |  |
| **1.8** | Meeting requirement of ability to transport through the whole device square and rectangular hollow sections produced on the line according to the point 1.4.2 of the Technical Specification No. 04a/AMTP/2022. |  |  |  |  |
| **1.9** | Including in the offer:   * Magnetizing unit – for magnetic technology * Coil/Semi-coil or Probe support – adapted to mill structure - with engagement system * External calibration structure * NDT eddy current probe with all auxiliaries, * Engaging power system (hydraulic station, pneumatic or mechanical) * Main control panel in the main control cabin of the line. * Additional control panel near the equipment. * Set-up stand * Tools for maintenance, set-up and size change   according to the point 1.4.2 of the Technical Specification No. 04a/AMTP/2022 |  |  |  |  |
| **1.10** | Including in the offer:  Operational and start-up spares lists according to the point 1.5 of the Technical Specification No. 04a/AMTP/2022 |  |  |  |  |
| **1.11** | Including in the offer:  Turnkey installation according to the point 1.6.1 of the Technical Specification No. 04a/AMTP/2022.  Performing all assembly and installation works resulting from the documentation prepared by the Bidder. |  |  |  |  |
| **1.12** | Including in the offer:  Training for operating, maintenance and engineering/maintenance technology –  according to the point 1.6.2 of the Technical Specification No. 04a/AMTP/2022 |  |  |  |  |
| **2** | The delivery term included in the offer is maximum 10 months counted from the moment the contract is signed.  The implementation of the subject of the order should be understood as meeting all the conditions contained in the contract and successfully conducting the Provisional Acceptance Test (PAT).  The terms of delivery of DDP Kraków in accordance with point 3.1 of Technical Specification No. 04 a/ AMTP / 2022.  (Offers that will indicate longer delivery terms than 10 months will be rejected (allowing condition). Please notice that delivery term is also scoring criterion and the offers will be evaluated about proposed delivery term). |  |  |  |  |
| **3** | The warranty period included in the offer is minimum 12 months counted from the signing the acceptance test protocol (PAC).  (The offers that will indicate shorter warranty period than 12 months will be rejected (allowing condition). Please notice that warranty is also scoring criterion and the offers will be evaluated about proposed delivery term). |  |  |  |  |
| **4** | Warranty service included in the offer:  Technical assistance guaranteed in 24 hours on site.  Additionally direct/remote software technical assistance via VPN by the period of proposed warranty any time during working days and hours, from 8.30 a.m. to 12.30 p.m. and from 1.30 p.m. to 5.30 p.m..  Warranty service should be confirmed by a official statement. |  |  |  |  |
| **5** | The bidder will submit a statement that within 30 days of signing the contract he will have an appropriate liability insurance policy with a value of min. EUR 3,000,000 |  |  |  |  |
| **6** | Validity of the offer should be at least 120 days  (The offers that will indicate shorter validity of the offer than 120 days will be rejected). |  |  |  |  |
| **7** | The offer will include the co-ordination and system integration according to point 2.3 of the Technical Specification No. 04a/AMTP/2022 |  |  |  |  |
| **8** | The offer includes the set of final length-cut and numbered electrical cables to connect the machines to electric cabinet and control desk/panels. Cables will be delivered together with the equipment already connected on one side.  The division of competences is on the terminals in the cabinet supplying the device. |  |  |  |  |
| **9** | The offer contains the following documents to be supplied with the bid:  - Mechanical/Civil drawings (including layout drawing, general arrangement drawing of equipment including size, footprint, foundations, trenches, pits etc. All utilities required giving flow rate, pressure and consumption); |  |  |  |  |
| **10** | Following documents to be supplied after signing a contract for the pilot (technological) line for the production of pipes :  - construction drawings for easy wear items;  - detail drawings for rolls tools including clamps;  - other documents listed in point 3.3 of the Technical Specification No. 04a/AMTP/2022 |  |  |  |  |
| **11** | The Supplier / Contractor will provide backups of control programs from frequency converters as well as PLC controllers and HMI panels.  After the warranty period – within 30 days, the supplier will provide PLC programs that will become the Purchaser’s property.  The condition should be confirmed by a statement. |  |  |  |  |
| **12** | The offer must include the presence of a coordinator with the required authorizations to perform the subject of the contract in terms supervising the proper conduct of work in all it’s aspects and all stages of implementation. |  |  |  |  |
| **13** | The coordintator will be also responsible of Health & Safety services of the works carried out by the contractor and/or it’s subcontractors (during the working hours of the contractor’s employees and/or it’s subcontractors). All works has to be done in accordance with ArcelorMittal Poland Health & Safety rules.  The condition should be confirmed by a statement. |  |  |  |  |
| **14** | a. Provisional Acceptance Test will be carried out on a 3 dimensions of pipes in 3 wall thickness combination :   |  |  |  |  | | --- | --- | --- | --- | | **OD/WT** | 2,9 | 4,0 | 6,0 | | 76,1 | **70** | **50** | **45** | | 114,3 | **50** | **45** | **35** | | 168,3 | **-** | **35** | **25** |  1. Provided speed in m/min is minimum required to perform and be accepted. Up to 5% deviation is acceptable. 2. The system has to detect on outside and inside surface imperfections of pipes of the line size range. 3. System has to be able to detect imperfections on pipes produced from black steel stip as well as with metallic and galvanic coatings with coating thickness up to 35 μm – one side and 70 μm both sides. 4. The system has to be able to detect defects on the pipes from production range of the line with the quality F2 acc. to EN 10893-3 with speed of the line as above. 5. Equipment has to ensure that defected pipes will be rejected and separated to collecting bin for rejected pipes. 6. The system has to test pipes with tolerances of OD, wall thickness, ovality and straightness as shown in table 1.3.1. 7. Confirmation of successful PAT will be detection of longitudinal defects of depth within 5% of wall thickness or minimum 0,3mm, width max 1mm, length max 25mm. 8. Calibration of equipment has to be done as per EN 10893-3 on reference pipes prepared as per EN 10893-3. 9. Tubes produced during test has to meet quality requirements of the material specification standards and any other requirements from the contract. 10. During the conduct of the trial the equipment is working in fully automatic way, without operator’s help under regular conditions. 11. In case of defeat, re-tests will be carried out after three days. Maximum two further trials may be carried out. 12. Provisional Acceptance Test will be carried out in minimum 1 hour campaign for each item. 13. The test campaign can be counted as successful in condition of continuous production, without stoppages and breakdowns. |  |  |  |  |
| **15** | Bidder's declaration of acceptance of the Health and Safety Agreement in force at AMTP and Significant Conditions of Purchase. |  |  |  |  |

IV.3 The following Bidders shall be excluded from the contract awarding procedure:

1. Bidders who do not meet the conditions specified under IV.1 and IV.2 of this request for quotation;
2. Bidders who over the last 3 years before initiation of the procedure caused a damage by not performing a contract or by performing it in an improper manner, whereas the said damage was not voluntarily remedied by the day of initiation of the procedure, unless the non-performance or improper performance results from circumstances for which the Bidder is not liable. Therefore the Buyer will exclude from the procedure such Bidder who will jointly meet all of the following premises:
3. within the last 3 years before initiation of the procedure the Bidder caused a damage by not performing a contract or by performing it in an improper manner;
4. the damage was not voluntarily remedied by him until the day of initiation of the procedure;
5. a contrario the non-performance or improper performance of a contract results from circumstances, for which the Bidder is liable.
6. natural persons, who have been validly sentenced for an offence committed in connection with a contract award procedure, offence against the rights of people performing paid work, offence against the environment, for bribery, for an offence against economic turnover or for any other offence committed with the aim of gaining financial profits, as well as for treasury offence or an offence of participation in organized crime group or in an union aimed at committing an offence or treasury offence;
7. registered partnerships whose partner has been validly sentenced for an offence committed in connection with a contract award procedure, offence against the rights of people performing paid work, offence against environment, for bribery for an offence against economic turnover or for any other offence committed with the aim of gaining financial profits, as well as for treasury offence or an offence of participation in organized crime group or in an union aimed at committing an offence or treasury offence;
8. professional partnership whose partner or member of the management board has been validly sentenced for an offence committed in connection with a contract award procedure, offence against the rights of people performing paid work, offence against environment, for bribery for an offence against economic turnover or for any other offence committed with the aim of gaining financial profits, as well as for treasury offence or an offence of participation in organized crime group or in an union aimed at committing an offence or treasury offence;
9. limited partnerships and limited joint-stock partnership whoes general partner has been validly sentenced for an offence committed in connection with a contract award procedure, offence against the rights of people performing paid work, offence against environment, for bribery for an offence against economic turnover or for any other offence committed with the aim of gaining financial profits, as well as for treasury offence or an offence of participation in organized crime group or in an union aimed at committing an offence or treasury offence;
10. legal persons whose active member of the managing body has been validly sentenced for an offence committed in connection with a contract award procedure, offence against the rights of people performing paid work, offence against environment, for bribery for an offence against economic turnover or for any other offence committed with the aim of gaining financial profits, as well as for treasury offence or an offence of participation in organized crime group or in an union aimed at committing an offence or treasury offence;
11. collective entities, with respect to whom a curt has issued a decision prohibiting them from competing for contracts under the provisions concerning the liability of collective entities for tort under the liability to penalty;

IV.4. The Bidders with capital or personal links with the Buyer shall be excluded from the contract awarding procedure (mutual connections between the Buyer or persons authorized to enter into obligations on behalf of the Buyer or persons performing – on behalf of the Bidder – activities associated with carrying out the procedure to select the Contractor and the Bidder) – a condition confirmed with a statement.

Capital or personal links mean any mutual connections between the Contracting Party or persons authorized to enter into obligations on behalf of the Contracting Party or persons performing – on behalf of the Contracting Party – activities associated with preparation and carrying out the proceedings to select the Supplier, and the Supplier, in particular:

* participation in a company as a partner of a general partnership or a partnership,
* possession of at least 10% of shares or stock,
* performing the function of a supervisory or management authority, legal proxy or representative,
* being married, in a direct kinship or relationship, kinship of the second degree or secondary relationship of the second degree in relation to the adoption, care or guardianship,

**V. BIDS EVALUATION CRITERIA TOGETHER WITH AN INFORMATION ABOUT POINT OR PERCENTAGE WEIGHTS ASSIGNED TO THE INDIVIDUAL BIDS EVALUATION CRITERIA:**

V.1 The evaluation consist of two parts: the financial & trade evaluation as well as the technical evaluation.

|  |  |  |  |
| --- | --- | --- | --- |
| Item | Criterion | Maximum number of points | Weight of the criterion [%] |
| 1 | **C – net price\***  **[PLN / EUR]**  \*The offer price must include all costs related to the implementation of the subject of the contract | 100 | 60 |
| 2 | **Delivery term for the performance of the contract subject** | 100 | 30 |
| 3 | **Warranty** | 100 | 10 |
|  |  | 300 | 100 |

**Criterion: Price**  
**weight: 60 % = 60 points**

1. Please specify the prices in net values (without VAT) as well as in gross values.
2. The price should be quoted in EUR or PLN.
3. Quotation of the price in another currency shall result in the Buyer’s conversion of the price into EUR using the exchange rate tabels (Table A – Average exchange rate for foreign currencies) of the National Bank of Poland as of the date specified in item VII.1 (final date for submission of offers).
4. In case of negotiations with the Bidders and submisson of final bids by them, the Buyer’s conversion to the EUR currency will be made using the exchange rate tabels (Table A – Average exchange rates of foreign currencies) of the National Bank of Poland as of the day specified in item 3 above.
5. Regardless of the prices quoted by the Bidder in a currency other than EUR, the currency of the contract concluded with the Bidder selected by the Buyer is EUR.

The score will be calculated as a proportion of the lowest price among the submitted bids to the price from the examined bid in the procedure, multiplied by the criterion weight.

C = (Cmn / Cnob) x 60% where:  
C – numer of points for a price  
Cmn - lowest bid price, net  
Cnob - net price of the examined bid

The offer should include the final price of the comprehensive performance of the contract subject with due diligence of the activities listed in the subject of the contract, taking into account all costs associated with the implementation of the task necessary to perform the contract and add other components affecting the final price to the resulting amount. These prices must include all costs related to the implementation of the subject of the contract, including:

1. value of works specified in the subject of the order,

2. VAT tax,

3. all materials and devices used,

4. labour costs of people and equipment,

5. transport costs,

6. costs of securing the area,

7. all taxes and fees,

8. costs of geodetic service for construction

9. insurance costs,

10. costs of loading and unloading,

11. all costs related to the comprehensive performance of the contract,

12. all fees and compensation for damages, costs and losses arising in connection with the implementation of the order.

The Bidder then deducts all discounts and rebates from these amounts and calculates the price for the subject of the contract. The price calculated in this way is included in the offer. This price will be taken into account by the Tender Commission when selecting the best bid. *The offered price is valid throughout the offer validity period.*

**Criterion: Delivery term**

**weight: 30 % = 30 points**

Please submit your offer based on the terms of DDP Kraków, where the deadline means the date of delivery and installation and commissioning of the subject of the contract to the address of the Buyer.  
The implementation of the subject of the order should be understood as meeting all the conditions in the contract and successfully conducting the Performance Acceptance Test (PAT). Offers with a delivery time longer than 10 months will be rejected (**access condition**).

Description of the method of awarding points for fulfilling a given offer evaluation criterion.

TR = Delivery term from the particular offer ≤ 8,5 months = 30 points

8,5 months < delivery time from the particular offer ≤ 9 months = 20 points

9 months < delivery time from the particular offer ≤ 9,5 months = 10 points

9,5 months < delivery time from the particular offer ≤ 10 months = 0 points

Half month increment.

**Criterion: Warranty**

**weight: 10 % = 10 points**

Description of the method of awarding points for fulfilling a given offer evaluation criterion.

The warranty period included in the offer is minimum 12 months from the signing of the Performance Acceptance Protocol (PAC). Offers with a warranty period shorter than 12 months will be rejected (**access condition**).

The score for the criterion - warranty will be considered on the basis of the warranty period declared by the Supplier in the particular offer for the delivered equipment:

G = warranty: 12 months = 0 points  
warranty: 18 months = 4 points  
warranty: 24 months = 6 points  
warranty: 30 months = 8 points  
warranty: 36 months and longer = 10 points

The warranty period included in the offer should be given in months through full six-month periods.

**The total number of points awarded for a given evaluated offer is the sum of points awarded underindividual criteria:**

**C + TR + G**

1. The offers will be evaluated by the Tender Committee appointed by the Buyer. First of all, compliance with formal conditions will be assessed. The Ordering Party may request Tenderers to provide explanations regarding the content of the submitted offers at every stage of the procedure, corrects obvious spelling errors, obvious accounting errors, taking into account the accounting consequences of the corrections made, other errors consisting in the non-compliance of the offer with the inquiry, not causing significant changes in the content of the offer the bidder's consent. Obvious mistakes are corrected by the Ordering Party in a special form, notifying the tenderer whose offer has been corrected.

If the Bidder does not agree to the correction of errors within the time limit indicated by the Buyer, their offer will be rejected. Subsequently, the committee will evaluate the fulfillment of the admittance conditions required from Bidders. Information on the selection of the best offer (including the name, address and price of the winner of the procedure) will be published on the website of the Buyer and the Competition Database.

1. The Buyer will select the most advantageous offer that obtains the highest number of added points.
2. If, as part of the purchase of services and supplies necessary for the implementation of the Project, the Buyer will decide between several offers that are most economically advantageous, the Buyer will select an offer that is more favorable in terms of environmental and climate impact. Assessment based on the answer to the question: Do you use the Integrated Management System? (YES/NO).

In connection with the above, the Buyer asks to provide in the the offer information about the use of the Integrated Management System in your company, including: the ISO 14001 Environmental Management System (we apply YES / do NOT use).

In the event of failure to provide in the offer the above mentioned information, the Buyer will assume that the Integrated Management System is not used by the given Bidder.

The lack of the above mentioned information in the offer does not affect the formal evaluation of the offer's completeness and does not cause its rejection.

1. If there is still a situation with an equal number of points and the Buyer will continue to settle between several offers with an equal number of points, the Buyer has the right to call the Bidders whose offers received the highest final number of points to supplement the offer by providing the information on the environmental impact of the subject of the offer indicated by the Buyer (e.g. lower energy consumption, lower water consumption, use of recycled materials, etc.).

**VI. INFORMATION ON THE PROPER PERFORMANCE SECURITY OF THE CONTRACT REQUIRED BY THE CONTRACTING PARTY ( IF THE ORDERING PARTY REQUESTS SUCH GUARANTEE):**

VI.1. In connection with the strict obligations of the Buyer resulting from the contract for co-financing in the scope of the project completion date and the related restrictions, the Buuyer reserves the right to introduce into the contract with the Contractor provisions guaranteeing the payment of funds under certain conditions with rigors for the Order Receiver / Supplier in the scope of proper performance of the contract in the form of a bank guarantee or a performance guarantee, as described in point VI.2.

VI.2. The Contractor undertakes to provide the Buyer, within 14 days from the conclusion of the Agreement, with a bank guarantee that is essentially consistent with one of the templates indicated in Annex 7 to this inquiry. Failure to provide a bank guarantee or delivery of a bank guarantee inconsistent in essential matters with the Buyer's model will entitle the Buyer to refrain from any payments until the Contractor submits the relevant guarantee documents, and the Contractor shall not be entitled to any claims for payment suspension.

VI.3. The Buyer reserves the right to request the Bidder whose offer has been selected to secure the proper performance of the Contract, hereinafter referred to as "security".

VI.4. The security will serve to cover claims for non-performance or improper performance of the Contract and for the return of the advance payment to the Bidder. If the Bidder is also a guarantor, the security will also serve to cover claims under the quality guarantee.

VI.5. A detailed description of the security required in accordance with the provisions of the contract.

**VII. PLACE, DEADLINE AND PROCEDURE FOR SUBMISSION OF BIDS:**

**VII.1. The bids must be submitted by 18.07.2022, 16:00 (4:00 p.m.)**

VI.2. The bid (together with its appendices) must be prepared in the Polish and English language. In case of discrepancies in the contents of the submitted bid, the English version of the bid shall be binding. **The subject of the e-mail should contain the name and number of the inquiry, indicated on the first page of this inquiry.**

VII.3. In the situation when the Buyer receives from the Bidder the offer in only one language version, the Bidder is obliged to deliver to the Buyer the relevant translation within two weeks from receiving the request from the Buyer via e-mail. The translation shall include all the clarifications made by the Bidder.

VII.4. The offer should be signed by persons authorized to represent the Bidder in accordance with the registration document or in accordance with the power of attorney. The proper offer should consist of a commercial offer and a technical offer. The technical offer should take into account the substantive description of the method of implementation of the object of the contract. The commercial offer should be prepared in accordance with the form attached as Annex 1 to this Inquiry.

VII.5. Offers with attachments should be submitted by email to [iwona.wolkowicz@arcelormittal.com](mailto:iwona.wolkowicz@arcelormittal.com), [artur.fialek@arcelormittal.com](mailto:artur.fialek@arcelormittal.com), [jakub.dziurdzia@arcelormittal.com](mailto:jakub.dziurdzia@arcelormittal.com)

Offers should be marked with a note **"Inquiry No. 04a/ AMTP / 2022".**

VII.6. The bids submission date shall be the day on which it reaches the Buyer’s e-mail address specified in the request.

VII.7. Bids received after the deadline will not be evaluated.

VII.8. The Bidder may ask the Buyer to explain the content of the request for quotation. The Buyer shall provide explanation if the request was submitted to the Buyer not later than 3 working days (working days: days from Monday 8:00 a.m. until Friday 3:30 p.m. with exclusion of the national public holidays) before the deadline for submitting offers. In the case of orders with a deadline of at least 30 days for the submission of tenders, Tenderers' inquiries may be submitted no later than 7 working days prior to the deadline for submitting tenders. The content of the questions together with the Employer's explanations is published in the same way as the inquiry was published.

Questions concerning the content of the request for quotation together with the attachments (as well as the content of the subject-matter of the order) should be addressed to the following persons:

**For technical matters:**

Jakub Dziurdzia +48 606 815 712 [jakub.dziurdzia@arcelormittal.com](mailto:jakub.dziurdzia@arcelormittal.com)

Artur Fiałek +48 668312518 [artur.fialek@arcelormittal.com](mailto:artur.fialek@arcelormittal.com)

**For commercial matters:**

Iwona Wołkowicz +48 604 960 346 [iwona.wolkowicz@arcelormittal.com](mailto:iwona.wolkowicz@arcelormittal.com)

VII.9. The costs related to preparation of a bid shall be incurred by a Bidder.

VII.10. The bid must be prepared in accordance with the form which is included in appendix no. 1 to this request for quotation.

VII.11. During the evaluation of bids the Buyer may request from the Bidders the provision of explanations and supplements to the content of their submitted bids.

VII.12. The information regarding the need to supplement the submitted bid (including: the scope of the required supplements as well as the deadline and manner for their submission) shall be submitted by electronic mail.

VII.13. In case of the Bidders’ failure to deliver the certificates or declarations confirming the fulfilment of the conditions for participation in a contract awarding procedure, the Suppliers Selection Committee may specify an additional deadline for their submission.

VII.14. The bid (commercial and technical) must be accompanied by:

1. Declarations that confirm meeting of the contract-related conditions specified under point IV.1., IV.3. and IV.4. of this request for quotation,
2. The Bidder's declaration that they have the necessary knowledge and experience and have the technical potential and persons capable of performing the contract.
3. A list (the tenderer's own list) of at least five completed systems of NDT Flux leakage system working in the production line in the last 4 years before the deadline for submitting offers (buyer name, location, value, year, scope description, installation parameters, completion time)
4. Signed confidentiality declaration- IF APPLICABLE.
5. Signed declaration of acceptance of the terms of the Occupational Health and Safety Agreement;
6. Signed the approval form of the Significant Conditions of Purchase;
7. Bidder's registration document or power of attorney if applicable.
8. Substantive description regarding the method of implementation of the subject of the contract.

**VIII. BID VALIDITY PERIOD:**

**The bid should contain its binding validity period (at least 120 days as of the day of its submission).**

The Buyer may ask the Bidders to give their consent to an extension of the bid validity period.

**IX. ADDITIONAL INFORMATION**

IX.1. The Buyer recommends that the information restricted as trade secrets should be submitted by the Bidder with the description "trade secret". Failure to clearly indicate which information constitutes a trade secret will mean that all declarations made in the course of these proceedings are open to the public without reservations. The reservation of confidentiality of information that does not constitute a business secret within the meaning of the Act on Combating Unfair Competition will be treated as ineffective and will result in its declassification.

IX.2. The bidder may change, supplement or withdraw his offer before the offer submission deadline. In the event of a change, supplement or withdrawal of the offer. In this case, the message should be additionally marked, respectively: CHANGE / ADDITION / WITHDRAWAL OF THE OFFER.

IX.3. Submitting an offer is tantamount to accepting without reservations the content of this request for quotation with attachments and the Regulations.

IX.4. Bidders are entitled to a legal remedy in the form of a protest against the evaluation of offers in accordance with the Regulations.

IX.5. Buyer reserves the right to enter into price negotiations with the Bidder who submits offers that meet the admissible conditions specified in this Inquiry.

IX.6. Offers will be evaluated by a tender committee appointed by the Buyer. First of all, compliance with formal conditions will be assessed. The Ordering Party may request Tenderers to provide explanations regarding the content of the submitted offers at every stage of the procedure, corrects obvious spelling errors, obvious accounting errors, taking into account the accounting consequences of the corrections made, other errors consisting in the non-compliance of the offer with the inquiry, not causing significant changes in the content of the offer the bidder's consent. Obvious mistakes are corrected by the Ordering Party in a special form, notifying the tenderer whose offer has been corrected.

IX.7. If the Tenderer does not agree to the correction of errors within the time limit indicated by the Buyer, their offer will be rejected.

IX.8. Subsequently, the committee will evaluate the fulfillment of the admittance conditions required from Bidders.

IX.9. Information on the selection of the best offer (including the name, address and price of the winner of the procedure) will be posted on the website of Buyer and the competition database.

IX.10. The Buyer reserves the right to change the conditions of the Agreement which was concluded as a result of the present request for quotation. The changes may refer to:

1. The term of the contract resulting e.g. from extension in project execution;
2. The volume of the Contract. The increase in the volume of the contract shall not exceed 50% of the value of the awarded contract specified in the concluded Contract.
3. changes indicated in the essential terms of the contract (if applicable).

Sincerely,

Buyer’s team

APPENDICES:

1. Bid form together with actual description concerning the method of execution of the contract subject matter and declarations confirming the fulfilment of the conditions from point IV.1., IV.3. and IV.4. of the request for quotation no. 04a/AMTP/2022 dated 15.06.2022;
2. Technical Specification no. 04a/AMTP/2022
3. Confidentiality declaration;
4. Agreement regarding Health and Safety at Work;
5. Significant Conditions of Purchase,
6. List (the tenderer's own list) of at least five completed systems of NDT Flux leakage system working in the production line in the last 4 years before the deadline for submitting offers (buyer name, location, value, year, scope description, installation parameters, completion time);
7. Template of bank guarantee;
8. Declaration of the scope of the offer constituting the company's secret;

APPENDIX NO.1 TO THE REQUEST FOR QUOTATION no. **04a/AMTP/2022** dated 15.06.2022

**BID FORM**

The bid constitutes a reply to the request for quotation no. **04a/AMTP/2022** dated 15.06.2022 regarding **the purchase, the delivery in accordance with** **DDP INCOTERMS 2010, commissioning, tests, technical acceptance and installation of the in line NDT Flux leakage system including auxiliaries. This machine will be a part of the pilot (technological) line for the production of pipes Ø 76.1 - 168.3 mm OD tube and 60x60 - 120x120 hollow structural sections.**

**Data of the bidder:**

1. Name:.………………………………………………………………………………
2. Address of the registered office:……………………………………….
3. Taxpayer ID No. (NIP):…….………………………………………………..
4. Business Entity ID No. (REGON):……………………………………….
5. Person authorized to contact the Buyer:

name and surname:….……………………………………………………..

phone:………………….………………………………………………………….

e-mail address:..……………………………………………………………….

1. I offer the execution of the subject the contract at the following price:

|  |  |  |  |
| --- | --- | --- | --- |
|  | **PRICE** | **CURRENCY** | **IN WORDS** |
| TOTAL NET VALUE |  |  |  |
| VAT VALUE (…%) |  |  |  |
| GROSS VALUE |  |  |  |

1. Please complete the table below showing the price breakdown for individual elements of the subject of the contract. The total amount of the subject of the contract indicated in point 1 above must be the same as the price summary shown in the breakdown below.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| ***L.p.*** | **Element of the subject of the contract** | **Piece** | **Net Price PLN/EUR** | **In words:** | **Comments** |
| 1 | NDT Flux leakage system |  |  |  |  |
| 2 | Installation |  |  |  |  |
| 3 | Training |  |  |  |  |
| 4 | Commissioning |  |  |  |  |
| 5 | Transport |  |  |  |  |
|  |  |  |  |  |  |

**ORDERING PARTY INFORMATION:**

Please provide prices in EUR or PLN, net values ​​(not including VAT) and in gross values.

Determining the price in another currency will result in the price being converted by the Employer into EUR using the exchange rate tables (Table A - Average exchange rates of foreign currencies) of the National Bank of Poland as of the day specified in point VI.1 from the request for quotation (final date for submission of tenders).

In case of negotiations with Tenderers and their submission of final bids, the Purchaser will convert the bids to EUR using the exchange rate tables (Table A - Average exchange rates of foreign currencies) of the National Bank of Poland on the day specified above.

3. I declare that I have read the content of this request for quotation with attachments and I do not raise any objections to it.

4. The offer is valid for 120 days from the date of its submission.

5. Payment term: ……………………………………………………….

6. I acknowledge that, if I certify untruth by me, the offer will be rejected.

7. In reference to other offer evaluation criteria:

A. Declared delivery term (please indicate the number of months after contract signature): …………………………………………………………………………………………………………………………………………….

B. Declared warranty period (please indicate the number of months)………………………………………………..

1. I declare that by proceeding with the selection of our offer, we agree to provide in the content of the document about the result of the procedure information about the offered price of the subject of the contract, as well as the name of our Company / Company with its full address.

I declare that by proceeding with the selection of our offer, we agree to submit the results of the transparent procedure on the Competitiveness Database website.

1. We declare that in connection with the strict obligations of the Ordering Party resulting from the contract for co-financing in the scope of the project completion date and the related restrictions, **we hereby accept the fact that the Ordering Party will introduce the following provisions into the contract with the Contractor**: *"The Contractor undertakes to deliver to the Ordering Party, within 14 days from the date of conclusion of the Agreement, a bank guarantee consistent in essential matters with one of the templates indicated in Appendix No. 8. Failure to deliver a bank guarantee or delivery of a bank guarantee inconsistent with the Ordering Party's model in essential matters, it shall entitle the Employer to withhold any payments until the Contractor submits the relevant guarantee documents, and the Contractor shall not be entitled to any claims for withholding payments.”*
2. Do you use the Integrated Management System? No / yes \* - please describe.
3. **I declare that if this offer is selected, I consent to the conclusion of the following provision in the contract for the performance of the subject of the contract described in this offer:** *"In case of non-performance or improper performance of the contract, the Contractor will be obliged to pay the Ordering Party a contractual penalty:*
4. *for failure to meet the date of delivery of the Equipment - in the amount of 0.2% of the gross value of the contract, for each day of delay from the date designated as the date of delivery to the date of delivery,*
5. *for failure to meet the deadline for commissioning the Equipment - in the amount of 0,2 % of the gross value of the contract,*
6. *for non-performance or improper performance of the contract for reasons attributable to the Contractor - in the amount of 10% of the gross contract value,*
7. *for failure to meet the deadline for repair or replacement of the device - 0.2% of the gross value of the contract, for each day of delay from the date of the repair or replacement deadline, resulting from this declaration, until the date of repair*

*In case of non-performance or improper performance of the contract, the Ordering Party has the right to withdraw in whole or in part from the contract with the right to demand a contractual penalty referred to in point c) above. The declaration of withdrawal should be submitted in writing within 14 working days of learning about the event constituting the basis for the withdrawal. The total value of the contractual penalties may not exceed 10%. The contracting authority has the right to claim damages in excess of the contractual penalty on general terms.”*

12. I hereby declare that:

a. I accept the conditions of the Occupational Health and Safety Agreement without reservation;

b. I accept the Significant Conditions of Purchase without reservation thereby agreeing to process the subject of the order in accordance with these conditions

13. By submitting the offer, the Bidder declares that it is covered by "trade secret". - please indicate the elements covered by the "trade secret" in the "DECLARATION ON THE SCOPE OF THE OFFER CONSTITUTING THE TRADE SECRET OF THE ENTERPRISE", which is an appendix No. 8 to COMMERCIAL BID FORM to this RFQ.

APPENDICES TO THE BID:

1. Declaration confirming the fulfilment of the conditions from point IV.1 of the request for quotation no. 04a/AMTP/2022 15.06.2022
2. Declaration confirming the fulfilment of the conditions from point IV.3 of the request for quotation no. 04a/AMTP/2022 dated 15.06.2022
3. Declaration confirming the fulfilment of the conditions from point IV.4 of the request for quotation no. 04a/AMTP/2022 dated 15.06.2022

………………………………………………………………….. …….………………………………………………………….  
 Place, date Company stamp, stamp and signature of a representative

\* (delete as appropriate)

\*\* Signature of a person or persons entered in registers to incur obligations on behalf of the Bidder or in a proper authorization.

APPENDIX NO.1 TO THE BID FORM  
REFERS TO THE REQUEST FOR QUOTATION NO. **04a/AMTP/2022** dated 15.06.2022

DECLARATION CERTIFYING THE FULFILMENT OF CONDITIONS FROM POINT **IV.1** OF THE REQUEST FOR QUOTATION

I hereby declare that the Bidder……………………………………………………………………………………………….(name and address of the registered office) meets the following conditions:

1. It has the licences necessary to perform a defined activity or action, if such licences are required by law.
2. It runs its business in accordance with a description of the contract subject matter.
3. It has the necessary knowledge and experience as well as technical capacity and persons able to execute the contract.
4. Its economic and financial position allows for execution of the contract.
5. It is neither in a state of liquidation nor has declared its bankruptcy.
6. It is not in arrears with payment of public & legal fees, taxes, or social and health insurance premiums.
7. Has not been legally convicted, for an offence committed in connection with a contract award procedure, for bribery, for an offence against economic turnover or for any other offence committed with the aim of gaining financial profits – as a partner of a registered partnership, a partner or management board member of a professional partnership; a general partner of a limited partnership as well as a limited joint-stock partnership; a member of the management body of a legal person.
8. Other………….- if applicable.

…………………………………………………………………….. .…………………………………………………………………….  
Place and date (Company stamp, stamp and signature of a representative)\*

\* Signature of a person or persons entered in registers to incur obligations on behalf of the Bidder or in a proper authorization.

APPENDIX NO.2 TO THE BID FORM  
REFERS TO THE REQUEST FOR QUOTATION NO. **04a/AMTP/2022** dated 15.06.2022

DECLARATION CERTIFYING THE FULFILMENT OF CONDITIONS FROM POINT **IV.3** OF THE REQUEST FOR QUOTATION

STATEMENT

CONCERNING THE FULFILLMENT OF THE CONDITIONS FOR THE PARTICIPATION IN THE PROCEDURE

On behalf of the Company (Bidders name)……………………….. I, the undersigned, herby declare that there are no reasons for exclusion from the procedure indicated below:

1. Over the last 3 years before initiation of the procedure The Bidder has caused a damage by not performing a contract or by performing it in an improper manner, whereas the said damage was not voluntairly remedied by the day of initiation of the procedure, unless the non-performance or improper performance results from circumstances for which the bidder is not liable. The Buyer will therefore exclude the Bidder from the proceedings if the following conditions are jointly met:
2. Within the last 3 years before initiation of the procedure the Bidder has caused a damage by not performing a contract or by performing it in an improper manner;
3. The damage was not voluntarily remedied by Bidder until the day of initiation of the procedure;
4. A contratio the non-performance or improper performance of a contract results from circumstances, for which the Bidder is liable.
5. In case the Bidder is a natural persons – I have been validly sentenced for an offence committed in connection with a contract award procedure, offence against the rights of people performing paid work, offence against the environment, for bribery, for an offence against economic turnover or for any other offence committed with the aim of gaining financial profits, as well as for treasury offence or an offence of participation in organized crime group or in an union aimed at committing an offence or treasury offence;
6. In case the Bidder is a registered partnerships – as a partner I have been validly sentenced for an offence committed in connection with a contract award procedure, offence against the rights of people performing paid work, offence against environment, for bribery for an offence against economic turnover or for any other offence committed with the aim of gaining financial profits, as well as for treasury offence or an offence of participation in organized crime group or in an union aimed at committing an offence or treasury offence;
7. In case the Bidder is a professional partnership – as a partner or member of the management board I have been validly sentenced for an offence committed in connection with a contract award procedure, offence against the rights of people performing paid work, offence against environment, for bribery for an offence against economic turnover or for any other offence committed with the aim of gaining financial profits, as well as for treasury offence or an offence of participation in organized crime group or in an union aimed at committing an offence or treasury offence;
8. In case the Bidder is a limited partnerships and limited joint-stock partnership – as a general partner I have been validly sentenced for an offence committed in connection with a contract award procedure, offence against the rights of people performing paid work, offence against environment, for bribery for an offence against economic turnover or for any other offence committed with the aim of gaining financial profits, as well as for treasury offence or an offence of participation in organized crime group or in an union aimed at committing an offence or treasury offence;
9. In case the Bidder is a legal person – as an active member of the managing body I have been validly sentenced for an offence committed in connection with a contract award procedure, offence against the rights of people performing paid work, offence against environment, for bribery for an offence against economic turnover or for any other offence committed with the aim of gaining financial profits, as well as for treasury offence or an offence of participation in organized crime group or in an union aimed at committing an offence or treasury offence;
10. In case the Bidder is collective entities – the court has issued a decision prohibiting from competing for contracts under the provisions concerning the liability of collective entities for tort under the liability to penalty;

…………………………………………………………………….. .…………………………………………………………………….

Place and date (Company stamp, stamp and signature of a representative)\*

\* Signature of a person or persons entered in registers to incur obligations on behalf of the Bidder or in a proper authorization.

APPENDIX NO.3 TO THE BID FORM  
REFERS TO THE REQUEST FOR QUOTATION NO. **04a/AMTP/2022** dated 15.06.2022

STATEMENT  
OF NO CAPITAL OR PERSONAL LINKS WITH THE CONTRACTING PARTY  
CERTIFYING THE FULFILMENT OF CONDITIONS FROM POINT **IV.4** OF THE REQUEST FOR QUOTATION

I, the undersigned confirm the absence of capital or personal relations between…………………………………………………………………………........................ *(name and address of the registered office)* and the Buyer.

Capital or personal links mean any mutual connections between Contracting Party or persons authorized to enter into obligations on behalf of the Contracting Party or persons performing – on behalf of the Contracting Party – activities associated with preparation and carrying out the proceedings to select the Supplier, and the Supplier, in particular:

1. participation in a company as a partner of a general partnership or a partnership,
2. holding of at least 10% of stocks or shares,
3. holding the function of a member of a supervisory or managing body, proxy, authorised representative,
4. being joined in matrimony, related through kinship or direct affinity, secondary kinship or affinity up to the second degree, or linked through adoption, care or custody.

…………………………………………………………………….. .……………………………………………………………………..  
Place and date (Company stamp, stamp and signature of a representative)\*

\* Signature of a person or persons entered in registers to incur obligations on behalf of the Bidder or in a proper authorization.

APPENDIX NO 6 TO THE REQUEST FOR QUOTATION no. **04a/AMTP/2022** dated 15.06.2022

**Statement**

confirming having the necessary knowledge and experience

Reference List

I declare that the Bidder *………………………………………………………………………………………….. ……………………. (name and address of the seat)* duly \* fulfilled the orders listed in Table 1.

The reference list must include properly performed orders, the scale and functionality of which is similar to the subject of the order described in the Inquiry.

The company .................. *(name and address of the registered office)* has the necessary knowledge and experience, and has technical potential and persons capable of performing the contract.

*\* duly completed orders should be understood as faultless delivery, installation, commissioning and qualified.*

Table 1: Reference list

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Full name of the entity (and address) for whose the order has been completed | Number with the name of devices / installation, elements installed in a given organization  [pcs] | Delivery & installation year | Contact details necessary for verification purposes  Official contact to the company where the device was installed |
| **1.** |  |  |  |  |
| **2.** |  |  |  |  |
| **3.** |  |  |  |  |
| **4.** |  |  |  |  |
| **5.** |  |  |  |  |

*It is obligatory to demonstrate in the Reference List that the Bidder has completed at least 5 reference contracts in the last 4 years and submits at least one reference letter related to the contract indicated in the list. The reference list must include properly performed orders, the scale and functionality of which is similar to the subject of the order described in the Inquiry*

…………………………………………………………………….. .……………………………………………………………………..  
Place and date (Company stamp, stamp and signature of a representative)\*

\* Signature of a person or persons entered in registers to incur obligations on behalf of the Bidder or in a proper authorization.

APPENDIX NO.7 TO THE REQUEST FOR QUOTATION no. **04a/AMTP/2022** dated 15.06.2022

TEMPLATES OF BANK GUARANTEE

MODEL OF THE GUARANTEE OF THE CONTRACT PROPER PERFORMANCE

(name and address of the beneficiary)

**GUARANTEE OF GOOD PERFORMANCE OF THE CONTRACT No. ..................... ..**

We have been informed that ArcelorMittal Tubular Products Kraków with its seat in Kraków (hereinafter referred to as the "Ordering Party") signed on [•] the Agreement No. [•], the subject of which is [•] (hereinafter referred to as the "Agreement") with the company [•] (hereinafter referred to as the "Contractor") for the amount of [•]

We have also been informed that, in accordance with the terms of the Agreement, the Contractor is to provide the Ordering Party with a bank guarantee of [•] as a security for the proper performance of the Agreement.

In connection with the above, we, [name, KRS number and address of the bank] (hereinafter referred to as the "Bank"), acting on behalf of the Contractor, hereby irrevocably and unconditionally undertake to pay any amount or amounts up to a total amount not exceeding:

……………………………

(in words : …………………………..)

after receiving the first written request for payment from the Ordering Party, containing a statement that the Contractor has not fulfilled its contractual obligations towards the Ordering Party.

In order to authenticate the signatures, a written request for payment should be sent to us at […………………] in one of the following ways:

- via an authenticated SWIFT message (SWIFT code [•]), along with the Bank's confirmation that it is in possession of the original payment request issued by the Ordering Party, signed by authorized persons, and that the SWIFT sent by this Bank accurately reflects the content of the request Of the Ordering Party, submitted under this warranty, and the original request has been sent to the above-mentioned address, or

- through the bank keeping the Ordering Party's account, which will confirm that the signatures placed under the demand for payment belong to the persons authorized to sign on behalf of the Ordering Party.

In the event of a withdrawal made under this guarantee, our liability will be automatically reduced by the amount of the payment made.

This warranty is effective on the date of issue and will remain in force until [•] year.

Claims under the Guarantee should be received by the Bank on the last day of validity of the Guarantee at the latest. After this deadline or in the event of early payment of the full amount of the Guarantee, the Guarantee shall expire automatically and completely, regardless of whether the original is returned to the Bank or not. The return of the original of this Guarantee before the expiry of its validity shall be understood as releasing the Bank from its obligations and authorizing to cancel the Guarantee.

The assignment of a guarantee is only possible with our consent. The guarantee has been made in accordance with Polish law. The law of the Republic of Poland shall apply to all rights and obligations arising from this guarantee. **All bank guarantees must be advised via ………………………………………….**

SAMPLE GUARANTEE PAID ON FIRST REQUEST

(name and address of the beneficiary)

**GUARANTEE PAID ON FIRST DEMAND No ........................... ..**

We have been informed that ArcelorMittal Tubular Products Kraków based in Kraków (hereinafter referred to as the "Ordering Party") signed on [•] Agreement No………. the subject of which is [•] (hereinafter referred to as the "Agreement") with the company [•] (hereinafter referred to as the "Contractor") for the amount of [•]

We have also been informed that the Contractor will receive an advance payment from the Ordering Party in the amount of [•] upon presentation of a bank guarantee for the return of the advance payment issued to the Ordering Party.

In connection with the above, we, [name, KRS number and address of the bank] (hereinafter referred to as the "Bank"), acting on behalf of the Contractor, hereby irrevocably and unconditionally undertake to pay any amount or amounts up to a total amount not exceeding:

……………………………

(in words : …………………………..)

after receiving the first written request for payment from the Ordering Party, containing a declaration that the Contractor has not fulfilled its contractual obligations towards the Ordering Party and has not returned the advance payment made by the Ordering Party.

In order to authenticate the signatures, a written request for payment should be sent to us at […………………] in one of the following ways:

- via an authenticated SWIFT message (SWIFT code [•]), along with the Bank's confirmation that it is in possession of the original payment request issued by the Ordering Party, signed by authorized persons, and that the SWIFT sent by this Bank accurately reflects the content of the request Of the Ordering Party, submitted under this warranty, and the original request has been sent to the above-mentioned address, or

- through the bank keeping the Ordering Party's account, which will confirm that the signatures placed under the demand for payment belong to the persons authorized to sign on behalf of the Ordering Party.

In the event of a withdrawal made under this guarantee, our liability will be automatically reduced by the amount of the payment made.

This warranty is effective on the date of issue and will remain in force until [•] year.

Claims under the Guarantee should be received by the Bank on the last day of validity of the Guarantee at the latest. After this deadline or in the event of early payment of the full amount of the Guarantee, the Guarantee shall expire automatically and completely, regardless of whether the original is returned to the Bank or not. The return of the original of this Guarantee before the expiry of its validity shall be understood as releasing the Bank from its obligations and authorizing to cancel the Guarantee.

The assignment of a guarantee is only possible with our consent. The guarantee has been made in accordance with Polish law. The law of the Republic of Poland shall apply to all rights and obligations arising from this guarantee. **All bank guarantees must be advised via ………………………………………….**

**TEMPLATE OF BANK GUARANTEE PAYABLE ON THE FIRST REQUEST**

**(name and address of the beneficiary)**

**GUARANTEE PAYABLE ON THE FIRST REQUEST no. ………………….**

We have been informed that ArcelorMittal Tubular Products Kraków having its registered office in Kraków (hereinafter referred to as "the Company") signed, on **[  ]**. Contract no.: **[  ]**, the subject-matter of which is **[  ]** (hereinafter referred to as the "Contract") with the company **[  ]** (hereinafter referred to as the "the Contractor") for the amount **[  ]**

We have also been informed that the Contractor shall receive advance payment in the amount of **[  ]** from the Company after presentation of the bank guarantee for return of the advance payment, issued for the Company. **[  ]**

In connection with the above, we, [name, KRS number and address of the bank] (hereinafter referred to as the "Bank"), acting to the order of the Contractor, hereby irrevocably and unconditionally undertake to pay each amount or amounts up to the total amount not exceeding:

**[  ]**

(in words: **[  ] )**

upon receipt from the Company of the first written payment request containing a statement that the Contractor has not fulfilled their contractual obligations towards the Company and has not returned the advance payment paid by the Company in full or in part.

In order to ensure credibility of the signatures, the written payment request should be sent to us to the address **[  ]** in one of the following ways: **[  ]**

- through a key-protected SWIFT message (SWIFT code **[  ]**), along with a confirmation from the Bank that they are in possession of the original payment request issued by the Company, signed by the authorized persons, and that the SWIFT order sent by this Bank accurately reflects the content of the Company's request, submitted under this guarantee, and the original of the request has been sent to the aforementioned address, or **[  ]**

- through of the bank keeping the account of the Company which will confirm that the signatures affixed on the payment request have been made by the persons authorized to sign documents on behalf of the Company.

In the case of any payment made under this guarantee, the amount of our liability shall be automatically reduced by the amount of the payment effected.

The present performance bond shall become effective on the day of issuing and shall remain valid until **[ ]**

Claims under the Bond shall be received by the Bank no later than on the last day of the validity term of the Bond. After this term or, in the case of an earlier payment of the full amount of the Bond, the Bond shall expire automatically and completely, regardless of whether its original has been returned to the Bank, or not. Return of the original Bond before the end of its validity term shall be understood as release of the Bank from their assumed obligations and an authorization to cancel the Bond.

Any assignment of the bond shall be deemed invalid unless made with our consent. This guarantee is subject to the Uniform Rules for Demand Guarantee URDG 2010 Revision No 758. All bank guarantees must be notified through ING Bank Śląski S.A., Swift INGBPLPW

APPENDIX NO.8 TO THE REQUEST FOR QUOTATION no. **04a/AMTP/2022** dated 15.06.2022

Declaration of the scope of the offer constituting the company's secret

I declare[1] that the information contained in the offer submitted on …………, constituting a response to the inquiry no. 04a/AMTP/2022 of 15.06.2022, constitutes a business secret within the meaning of article 11 sec. 4 of Unfair Competition Suppression Act of April 16, 1993 (Journal of Laws of 2003, No. 153, item 1503, as amended) in the following scope:

……………………………………………………..

……………………………………………………..

……………………………………………………..

……………………………………………………..

……………………………………………………..

This information is a business secret as defined in article 11 sec. 4 of Unfair Competition Suppression Act of April 16, 1993 (Journal of Laws of 2003, No. 153, item 1503, as amended), meeting three conditions in total:

• are of a technical, technological, organizational nature or have economic value,

• have not been disclosed to the public,

• the necessary steps have been taken to maintain their confidentiality.

The Management Board of the Company ……………………………… .. is aware that information (news) "not disclosed to the public" is information unknown to the general public or persons who, due to their activity, are interested in having it.

We also declare that the information contained in the offer submitted on ......... remains a business secret within the meaning of Art. 11 sec. 4 of Unfair Competition Suppression Act of April 16, 1993 (Journal of Laws of 2003, No. 153, item 1503, as amended), on the date of signing this statement.

**………………………………………………… ………………………………………………………..**

Place and date (Company stamp, stamp and signature of a representative)\*

\* Signature of a person or persons entered in registers to incur obligations on behalf of the Bidder or in a proper authorization.

[1] Based on: a) Art. 5 sec. 2 of the Act of September 6, 2001 on Access to Public Information (Journal of Laws No. 112, item 1198, as amended), b) the judgment of October 3, 2000 (I CKN 304/00, OSNC 2001/4/59), in which the Supreme Court stated that since the trade secret is to concern information "not disclosed to the public", i.e. information that is not known to the public or to persons who, due to their profession, are interested in having it, it is the entrepreneur who must have the will to keep the information secret for competitors and certain groups of recipients, and this will must be recognizable to them. If the information is unknown, but we are not dealing with the will of the entrepreneur to keep it secret, it does not constitute a trade secret;