Dąbrowa Górnicza, 21.05.2021

REQUEST FOR QUOTATION no. 2/034/2021

Due to realization of project called "*Development and demonstration of an intelligent cooling system for a metallurgical unit by closing and integrating water circuits, increasing the operational reliability of the metallurgical process and improving the efficiency of industrial cooling water use.*" (project no. POIR.01.01.01-00-0034/18), co-financed from the funds of the European Regional Development Fund and as part of the Smart Growth Operational Program 2014-2020, sub-measure 1.1.1 (the call for proposals organized by the National Centre for Research and Development, no. 2/1.1.1/2018) and in relation to the obligation to make purchases based on the most economically advantageous offer, while observing the principles of fair competition, effectiveness, openness and transparency, **the Company ArcelorMittal Poland S.A.** makes a request for quotation concerning **modernization of cooling system at Blast Furnace no. 2 in Dąbrowa Górnicza.**

A detailed description of the subject matter of the contract is provided in point III of the inquiry.

I. BUYER:

ArcelorMittal Poland S.A.
Al. J. Piłsudskiego 92
41-308 Dąbrowa Górnicza
capex-publictenders@arcelormittal.com
www: http://poland.arcelormittal.com/

hereinafter referred to as the 'Company' or the 'Buyer'.

II. PROCEDURE:

II.1. This procedure is not subject to the provisions of the act of 29th January 2004 on Public procurement law (i.e. J.oL. of 2019, item 1843 with further changes).

II.2. This procedure is awarded in a mode consistent with the principle of competitiveness.

II.3. This procedure is performed 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 (Al. J. Piłsudskiego 92, Dąbrowa Górnicza) 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:

a. 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,
b. the arrangements concerning the date of negotiations shall be run via electronic mail,
c. the negotiations shall solely cover those parameters which constitute the bids evaluation criteria,
d. 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,
e. within the deadline determined by the Buyer, the Bidder submits a modified bid which takes into account the arrangements from negotiations. The modified bid may not contain conditions which are less beneficial than the original bid,
f. 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 originally submitted Bidder's bid shall be subject to evaluation,
g. The Buyer may ask the Bidders to give their consent to an extension of the bid validity period.

II.11. In case of closing of 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.

II.13. As part of this procedure the Buyer **does not allow** the possibility of acceptance of partial bid.

II.14. Within this procedure, the Ordering Party allows the possibility of submitting variant bids. Variant 1 - basic, assumes the use of some elements from the BF5 cooling system in Krakow. Option 2 assumes the purchase of all elements as new (without using elements from Krakow). The list of elements to be used from BF5 from Krakow is provided in point 6.2.3 of the Technical Specification and in the basic engineering.

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 performed in accordance with the Contract Awarding Regulations.

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

indicated documentation, the English version of the bid shall be binding.

II.18. In a situation where one of the documents is prepared in only one language version, the Bidder, may send an e-mail request addressed to the Ordering Party and therefore has the option of receiving the language version he needs.

II.19. In the situation when the Ordering Party receives from the Bidder the offer in only one language version, the Bidder is obliged to deliver to the Ordering Party the relevant translation within two weeks from receiving the request from the Ordering Party via e-mail. The translation shall include all the clarifications made by the Bidder.

III. DESCRIPTION OF THE CONTRACT SUBJECT MATTER (TOGETHER WITH AN INDICATION OF THE CPV CODES):

Code / CPV codes[1]: 42500000-1
Name of CPV code: cooling and ventilation equipment
The subject matter of the contract is **modernization of cooling system at Blast Furnace no. 2 in Dąbrowa Górnicza.**

A detailed description of the subject matter of the contract is provided in point III of the inquiry.

The please where the subject matter of the order is performed is Dąbrowa Górnicza, Poland.

Due to the fact that the full description of the subject matter of the contract is a **business secret**, the BUYER informs the full description of the subject matter of the contract together with the drawings will be provided after the Bidder sends back a signed CONFIDENTIALITY STATEMENT (Appendix No. 3) attached to this inquiry. CONFIDENTIALITY STATEMENT must be sent to the BUYER by 31.05.2021 at the latest.

The CONFIDENTIALITY STATEMENT must be signed by authorized persons on the Bidder's side.

Provision of access by the BUYER for Bidders to the full content of the description of the subject matter of the contract (i.e. the drawings) will be made electronically within 3 working days of receipt of the signed CONFIDENTIALITY STATEMENT.

The Ordering Party will evaluate only offers of Bidders who signed the CONFIDENTIALY STATEMENT and gained access to the full scope of technical specification, together with its attachments.

The site visit will take place upon the bidder's written request. The bidder may participate in the site visit after signing the CONFIDENTIALITY STATEMENT, a specimen of which can be found in Appendix No. 3.

The CONFIDENTIALITY STATEMENT must be signed by authorized persons on the Bidder's side.

ATTENTION:

[1] *Pursuant to the Commission Regulation (EC) no. 213/2008 of 28th November 2007 amending the Regulation (EC) no. 2195/2002 of the European Parliament and of the Council on the Common Procurement Vocabulary (CPV) and the Directives 2004/17/EC and 2004/18/EC of the European Parliament and the Council on public procurement procedures as regards the revision of the CPV*

Due to the sanitary restrictions and rules resulting from the situation of the coronavirus pandemic and the internal rules of the Company in terms of work organization, and to meet the bidders' needs in terms of detailing the content of the subject of the quotation, the Buyer prepared a package of organizational solutions for bidders interested in participating in the procedure.

The first solution is the possibility of conducting a remote site inspection. Details of remote site visit are listed below.

The second solution is a video recording prepared by the Buyer regarding the existing infrastructure of the Company at the Blast Furnace Department and specific technical conditions that may affect the implementation of the subject matter of the order. Video can be played during 1 hour MS Teams session with explanations given by Buyer technical team. The date of the video playback session will be agreed with the Bidder by an e-mail.

DETAILED INFORMATION ON POSSIBILITIES FOR A REMOTE SITE VISIT:
A remote site visit will be held by video connection between the Buyer and the Bidder at the agreed time through the MS Teams application with the possibility of using a microphone and a camera. The vision takes place in the form of a videoconference, which can be maintained via a computer connected to Internet, after receiving an invitation from the Buyer.

After receiving an e-mail from the Buyer to the e-mail address indicated earlier, please join the meeting by pressing the "Join meeting" button (or a similar button - depending on the platform used).

The Bidder, agreeing on the date of the vision, must indicate the names of the people who will participate in the remote vision. Due to the organizational reasons, the Bidder has the right to include a maximum of 10 participants.

In case when the user has never used a videoconferencing platform, it may be necessary to install a plugin to enable the use of the videoconference platform. Due to the number of videoconference and the applicable time limit for each video meeting, it is very important for the Applicant to log in on time, taking into account several minutes of spare time for technical matters, such as checking the microphone, webcam and Internet connection stability. The Buyer is not responsible for any technical aspects of organization of the remote vision by the Bidder.
Before videoconference starts, make sure the camera is not covered and that the microphone and speaker in the workstation are working properly. **The Bidder cannot record the course of the meeting (complete ban).** A voice recording of the meeting will be done by the Buyer.
The panel meeting takes place in the form of questions and answers.

The Bidder will have the right to participate in one remote site visit that will last no longer than 2 hours. The date of the remote site visit will be agreed via e-mail correspondence**.** Remote site visit shall be carried out until 04.06.2021.

Deadline of order completion: 63 weeks from contract’s signature date and it is divided into three stages.

- Readiness for Blast Furnace no. 2 blow down: 44 weeks from contract’s signature date (entry criterion),
- Work completion time from blowing down of BF2 until reaching operational readiness on the cooling system (when BF2 is during stoppage): 90 days (entry criterion),

- Verification of the achievement of guaranteed parameters: 1 month from Blast Furnace 2 blow-in

The duration of the first two steps is the entry criterion. Offers that indicate the longer term of subject matter of the contract's completion will be rejected. Completion of the subject matter of the contract is understood as signing by the Ordering Party of Final Acceptance Protocol, during which the final confirmation of the achievement and fulfillment of the technical conditions of the installation takes place.

Only those offers whose completion date is specified according this inquiry or shorter than 63 weeks from contract's signature date are allowed for evaluation (entry criterion).

The Ordering Party reserves the right to change the date of implementation of the subject matter of the contract (purchase order) based on the status of the project implementation, in the event of force majeure or other terms of the co-financing agreement.

Due to the fact that the implementation of the subject matter of the contract covered by this request for quotation is related to the project implemented by the Ordering Party and is covered by the co-financing agreement and due to the rigors related to the period of expenditure eligibility related to, inter alia, commissioning of research equipment on time (which is directly related to delivery deadlines of the Bidder and the signature of the final acceptance protocol - constituting the last milestone in the implementation of the subject matter of the contract), the content of the contract for the implementation of the subject matter of the contract will include provisions regarding, (among others) contractual penalties related to resulting delays. The submission of the offer by the Bidder constitutes a written consent to the following terms of the performance of the subject matter of the contract, which will then be included in the content of the contract with the selected Bidder.

Provisions regarding contractual liquidated damages that will be included in the content of the contract with the selected Bidder:

"The Contractor will be obliged to pay the Ordering Party the following contractual liquidated damages:
a) for failure to meet the deadline for blowing down the furnace,
b) for failure to meet the R.F.I.O.,
The maximum amount of liquidated damages resulting from the delay indicated in point a) and b) shall not exceed 10% of the contract value.
c) for failure to meet the guaranteed parameters.
The maximum amount of liquidated damages resulting from failure to meet the guaranteed parameters indicated in point c) may not be more than 10% of the contract value.
The maximum amount of liquidated damages resulting from the delay indicated in point a) and b) and failure to meet the guaranteed parameters indicated in point c) may not be more than 15% of the contract value.

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

Warranty requirements

a. Warranty: min. 24 months starting from the signature of the final acceptance protocol (entry criterion). Offers with shorter warranty term will be excluded from the proceeding.
b. Service response time: no later than 12 hours (with remote support) from the notification, and if necessary, the physical presence of a representative on the pilot line no later than 72 hours from the notification. Offers indicating a longer service time will be rejected (entry criterion).

IV. CONDITIONS FOR AWARDING THE CONTRACT, CONDITIONS FOR PARTICIPATION IN THE PROCEDURE AND DESCRIPTION OF THEIR EVALUATION METHOD:

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

a. 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,
b. run an activity which is consistent with the description of the contract subject matter - a condition confirmed with a statement,
c. have the necessary knowledge and experience as well as the technical potential and people able perform the contract - a condition confirmed with a statement together with credentials - **it is required to submit at least 1 reference letter issued by the entity for which the cooling installation of industrial facilities was performed with the use of welded joints, min. 10,000 linear meters of steel pipes DN40 - DN500 in less than 100 days in the last 10 years (name of the buyer, location, year, description). <u>If it is not possible to provide a reference letter, the Bidder shall submit a statement</u> containing a reference list with a list of completed industrial facilities of cooling installations with the usage of welded joints, min. 10,000 m of steel pipes with a diameter of DN40 - DN500 in less than 100 days from the last 10 years. The list must include: name of the buyer, location, year, plate description, quantity and contact details of the buyer's representative (name and surname, e-mail address, telephone number) enabling AMP to confirm the information contained in the reference letter**
d. are in a financial and economic situation which ensures the performance of the contract - condition confirmed with experience,
e. are neither in a state of liquidation nor have they announced their bankruptcy - a condition confirmed with a statement,
f. are not in arrears with the payment of public & legal fees, taxes, or contributions for social or health insurance - the Bidder shall present a declaration/certificate, that it is not in arrears with the above-mentioned payments (public & legal fees, taxes, social insurance premiums),
g. will a have third-party liability insurance policy concerning their business activity - the Bidder shall submit a declaration that within 60 days from the contract signing date it will hold a relevant third-party liability insurance policy for the value of min. for the value of min. 5 mln EUR for one event with the annual accumulation 15 mln Euro. The policy shall be valid/extended for the entire contract term for the value indicated above,
h. were not convicted with a lawful decision for any crime committed in relation to the contract awarding procedure, for the crime of bribery, for a crime against the economic turnover or other crime committed in order to obtain financial benefits - 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,

i. 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 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,

j. signed the confidentiality agreements or declarations in accordance with the template specified by the Buyer, which has been attached to this request, and with the purpose of receiving of a full description of the contract subject matter - if applicable,

k. signed the Work Health & Safety Agreements according to a template attached to the present request for quotation,

l. The Contractor will deliver to the Ordering Party, together with the invoice which requires security, a bank guarantee consistent with the essential issues of templates indicated in Appendix No 2 of this request for quotation. Failure to provide a bank guarantee or delivery of a bank guarantee inconsistent in essential matters with the Ordering Party's template will entitle the Ordering Party to refrain from any payments until the Contractor submits the relevant guarantee documents, and the Contractor will not be entitled to any claims for withheld 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 was rejected and will not be subject to further evaluation. The verification shall be performed in the form of a checklist:

ENTRY CRITERIA FOR VARIANT 1:

No.	List of entry criteria to the next stage of the procedure for the modernization of the cooling system	Confirmation (YES/NO)	Description of the feasibility of the task Please complete the column The information contained in the table below is the basis for the Buyer's assessment of the Bidder's compliance with the technical and technological requirements. If only the YES / NO option is selected, the Buyer will assume that the condition has not been met	Bidder's comments! Please complete the column	Reference to the bid: Page no. Point no.
1	Declaration of acceptance of the AMP health and safety agreement				
2	Submission of at least 1 reference letter issued by the entity for which the cooling installation of industrial facilities was performed with the use of welded joints, min. 10,000 linear meters of steel pipes DN40 - DN500 in less than 100 days in the last 10 years (name of the buyer, location, year, description). If it is not possible to provide a reference letter, the Tenderer shall submit a statement containing a reference list with a list of completed industrial facilities cooling installations using welded joints, min. 10,000 m of steel pipes with a diameter of DN40 - DN500 in less than 100 days in the last 10				

	years The list must include: name of the buyer, location, year, description and contact details of the buyer's representative (name and surname, e-mail address, telephone number) enabling AMP to confirm the information contained in the reference letter.				
3	The tenderer will submit a declaration that he is not in arrears with the payment of public law liabilities (taxes, social security contributions)				
4	The tenderer will make a declaration that within 60 days from the date of signing the contract, he has an appropriate third party liability insurance policy for the amount of at least EUR 5 million per event, with an annual accumulation of EUR 15 million. The policy must be valid / extended for the entire duration of the contract to the value indicated above				
5	Preparation and delivery to AMP of detailed and as-built documentation for the cooling system covering the energy, mechanical, construction, electrical, automatic and I&C branch in accordance with the requirements and scope described in the Technical Specification				
6	Acceptance of the parameters of the Basic Design				
7	Construction of the cooling system according to the assumptions of the basic design - 3 closed cooling systems, emergency water circuit, make-up water circuit, industrial water circuit, cooling of HBS elements				
8	Selection of a fan cooling tower according to the assumptions of the basic design				
9	Selection of a fan cooling tower according to the assumptions of the building design				
10	Adaptation of cooling towers from Krakow - for the variant of the offer with the use of Krakow equipment				
11	The use of BF5 cooling elements from Krakow - fan cooling tower, compensation tanks, pumps, fittings - for the variant of the offer with the use of Krakow equipment				
12	Verification of collisions with other BF2 repair projects				
13	Acceptance of the scope of disassembly of cooling installations and steel structures in accordance with the requirements described in the Technical Specification				
14	Presentation of the work schedule				
15	Acceptance of documentation standards (point 2.1 of technical spec.)				
16	All necessary demolition works needed to perform the installation in accordance with the basic design and included in the Technical Specifications are within the scope of the tenderer's works.				
17	The Tenderer will submit a statement that, as part of the AGREEMENT, prior to the commencement of works on the facility, he will provide the Health and Safety organization plan for the whole scope - Health and Safety				
18	Providing a project manager in the period from signing the contract to signing the PAC				

19	Providing a health and safety inspector for the duration of demolition / assembly and acceptance works.				
20	Compliance of the cooling installation with the PiD drawings				
21	Design and placing of pumps on new pedestals in pumping station no. 7				
22	Design and placing of pipelines of the new cooling system				
23	Design and execution of foundation of compensation tanks				
24	Detailed design and erction of installation of utilities media for the cooling system. Nitrogen, steam, air				
25	Detailed design of the industrial water system in the cast house				
26	Design of the cover of the pipes supplying the tuyere sets on the bustle pipe				
27	Design / selection of a new diesel tank as required, together with the motors supply system.				
28	Detailed design and connection of measuring devices of the blast furnace and the main BLT gearbox				
29	The use of heat exchangers of the current BF2 cooling				
30	Acceptance of the material requirements included in the Basic Design				
31	Acceptance of cooling system tests before BF2 blow-in				
32	Presentation of acceptance protocols for pumps, valves, welds, tanks				
33	Carrying out tests of the automation system for cooling systems and the dirty water circulation according to the specifications contained in the Technical Specification				
34	Acceptance of the scope of reconstruction of the intakes of the current circuit on the intakes of softened water in accordance with the technical specification				
35	Acceptance of the list of pumps				
36	Acceptance of the list of fittings				
37	Acceptance of the list of measuring devices				
38	The installation of circulation and auxiliary pumps with measuring systems				
39	Installation of suction and pressure pipelines in the pumping station No. 7, in the energy tunnel and between the pumping station number 7 and the fan coolin tower				
40	Installation of the control valve together with its power supply (if required) included in the design of the new cooling system				
41	Installation of a new diesel fuel tank that meets all UDT (Office of Technical Inspection) and fire protection requirements, as well as commissioning along with the installation supplying diesel engines with fuel				
42	Purchase of pipes for suction and discharge manifolds of pumps, fittings, mounting flanges, compensators and other necessary materials				
43	Buildings expansion tanks 3 pieces with all the instrumentation and supporting structure				
44	Installation of a cooling tower in accordance with the assumptions of the basic design and the requirements included in the specification				
45	Detailed design of the industrial water installation in the casthouse				
46	Design and erection of the necessary platforms to operate the cooling circuit fittings				
47	Marking the installation in accordance with the guidelines contained in point 6.2.3 of the technical specification				
48	Acceptance of the scope of commissioning of cooling systems specified in point 6.2.4				

49	Acceptance of point 6.2.3.1.2. - mechanical scope				
50	Finishing works in the pumping station hall, in the water conditioning room, in the electrical substation room				
51	Preparation of the floor and pedestals in accordance with the design prepared by the Contractor for the installation of new pumps with drives				
52	Design and execution of supports for pipelines				
53	Detailed design and execution of supporting structures for all pipelines included in the basic design, i.e. Blast Furnace, Pump Station, energy tunnel, fan cooling tower				
54	Purchase of materials and execution of pipeline supports				
55	Acceptance of the entire scope: analyzes and checks of structures, detailed designs, calculations as well as civil, assembly and dismantling works - comprehensively, in accordance with the provisions of the specification.				
56	Acceptance of the design scope in accordance with the requirements contained in the construction and building part.				
57	Acceptance of the scope of work in accordance with the requirements contained in the construction and building part.				
58	Acceptance of item 6.2.3.3.3. - Civil and construction scope				
59	Adaption of the road in the area of cooling towers				
60	Acceptance of the scope of disassembly of electrical installations and I&C in accordance with the requirements described in the Technical Specification				
61	Implementation of PLC software (cooling and circulation of dirty water) and SCADA visualization for these ranges				
62	The use of continuous measurement of pumping station operating parameters (bearing temperature, vibrations, pressure, water temperature, etc.) in industry technology 4.0				
63	Implementation of a dedicated standalone workstation connected to the controller directly via Ethernet to ensure full process control, including online trends, process alarms, events				
64	Implementation of a control cabinet with all accessories L0, L1 along with PLC software for the BF2 cooling system and the dirty water circulation system				
65	Providing full automation functionality for the BF2 cooling installation and the dirty water circuit included in the AMP technical specification and the attached basic design				
66	Delivery and guarantee of full openness of source codes. The Contractor will grant AMP the right to use the changes made and to use the source code and licenses of the software used. Electrical documentation should be in Eplan				
67	Confirmation of the design of the automation system in accordance with the AMP standards described in the specification and Annex 4				
68	Providing training for employees of AMP maintenance and operators in the field of PLC and SCADA programming, operation of I&C devices and control.				
69	Confirmation of the implementation of the fully automatic system for the installation of the dirty water circuit based on the attached basic design.				
70	Creating a common SCADA visualization for the BF2 cooling system and the dirty water circuit				

71	Connecting all drives and the automation and control system to the power supply				
72	Construction of a drive control system				
73	Installation of all I&C elements with functional tests of automation FTP				
74	Delivery of automation system components (both hardware and software licenses)				
75	Performing system start-ups (cold and hot), trainings, providing a comprehensive furnace cooling system with an automatic range of dirty water circulation to full production capacity.				
76	Ensuring the implementation of a complete project in the electrical branch by authorized designers				
77	Ensuring the delivery of all necessary electrical devices without exclusions with the presentation of target suppliers at the offer stage				
78	Ensuring the possibility of performing FAT checks for key elements - inverters, switchgear transformers				
79	Ensuring the performance of all start-ups (LV part - switching stations, control, configuration of inverters etc. and MV - start-up of medium voltage fields), post-assembly tests and delivery of complete quality documentation				
80	Acceptance of PLC driver requirements				
81	Acceptance of SCADA Requirements				
82	Acceptance of L0 and L1 Network Requirements				
83	Delivery of the materials contained in point 6.2.3.1.5. - Electric range				
84	Execution of the electrical scope in accordance with the assumptions of the technical specification				
85	Execution of anti-corrosion protection in accordance with the technical specification				
86	Conducting training for service and maintenance personel				
87	The minimum warranty period expected by the Investor is 24 months from the moment of signing the PAC protocol.				
88	Time from blow-down the BF2 to operational readiness ≤ 90 days				
89	Preparation and submission - together with the offer - of a detailed schedule, in the weekly basis, from the date of signing the contract to the date of blow-in the BF2 and signing the PAC				
90	Time needed by the company to be ready to blow-down the BF2 maximum 44 weeks from contract signature				
91	The tenderer will provide a list of exclusions in the form of a responsibility matrix - relating to the subject of the contract that is not an entry criteria - IF APPLICABLE. The list of exclusions may not lead to partial implementation of the subject of the order by the Supplier. The purpose of the list of exclusions is to show the Supplier's responsibility for the performance of the subject of the order. The list of exclusions may not constitute the scope of any supplementary or additional orders at a later stage of the project implementation.				

ENTRY CRITERIA FOR VARIANT 2:

No.	List of entry criteria to the next stage of the procedure for the modernization of the cooling system	Confirmation (YES/NO)	Description of the feasibility of the task Please complete the column The information contained in the table below is the basis for the Buyer's assessment of the Bidder's compliance with the technical and technological requirements. If only the YES / NO option is selected, the Buyer will assume that the condition has not been met	Bidder's comments! Please complete the column	Reference to the bid: Page no. Point no.
1	Declaration of acceptance of the AMP health and safety agreement				
2	Submission of at least 1 reference letter issued by the entity for which the cooling installation of industrial facilities was performed with the use of welded joints, min. 10,000 linear meters of steel pipes DN40 - DN500 in less than 100 days in the last 10 years (name of the buyer, location, year, description). If it is not possible to provide a reference letter, the Tenderer shall submit a statement containing a reference list with a list of completed industrial facilities cooling installations using welded joints, min. 10,000 m of steel pipes with a diameter of DN40 - DN500 in less than 100 days in the last 10 years The list must include: name of the buyer, location, year, description and contact details of the buyer's representative (name and surname, e-mail address, telephone number) enabling AMP to confirm the information contained in the reference letter.				
3	The tenderer will submit a declaration that he is not in arrears with the payment of public law liabilities (taxes, social security contributions)				
4	The tenderer will make a declaration that within 60 days from the date of signing the contract, he has an appropriate third party liability insurance policy for the amount of at least EUR 5 million per event, with an annual accumulation of EUR 15 million. The policy must be valid / extended for the entire duration of the contract to the value indicated above				
5	Preparation and delivery to AMP of detailed and as-built documentation for the cooling system covering the energy, mechanical, construction, electrical, automatic and I&C branch in accordance with the requirements and scope described in the Technical Specification				
6	Acceptance of the parameters of the Basic Design				
7	Construction of the cooling system according to the assumptions of the basic design - 3 closed cooling systems, emergency water circuit, make-up water circuit, industrial water circuit, cooling of HBS elements				
8	Selection of a fan cooling tower according to the assumptions of the basic design				
9	Selection of a fan cooling tower according to the assumptions of the building design				

10	Verification of collisions with other BF2 repair projects				
11	Acceptance of the scope of disassembly of cooling installations and steel structures in accordance with the requirements described in the Technical Specification				
12	Presentation of the work schedule				
13	Acceptance of documentation standards (point 2.1 of technical spec.)				
14	All necessary demolition works needed to perform the installation in accordance with the basic design and included in the Technical Specifications are within the scope of the tenderer's works.				
15	The Tenderer will submit a statement that, as part of the AGREEMENT, prior to the commencement of works on the facility, he will provide the Health and Safety organization plan for the whole scope - Health and Safety				
16	Providing a project manager in the period from signing the contract to signing the PAC				
17	Providing a health and safety inspector for the duration of demolition / assembly and acceptance works.				
18	Compliance of the cooling installation with the PiD drawings				
19	Design and placing of pumps on new pedestals in pumping station no. 7				
20	Design and placing of pipelines of the new cooling system				
21	Design and execution of foundation of compensation tanks				
22	Detailed design and erction of installation of utilities media for the cooling system. Nitrogen, steam, air				
23	Detailed design of the industrial water system in the cast house				
24	Design of the cover of the pipes supplying the tuyere sets on the bustle pipe				
25	Design / selection of a new diesel tank as required, together with the motors supply system.				
26	Detailed design and connection of measuring devices of the blast furnace and the main BLT gearbox				
27	The use of heat exchangers of the current BF2 cooling				
28	Acceptance of the material requirements included in the Basic Design				
29	Acceptance of cooling system tests before BF2 blow-in				
30	Presentation of acceptance protocols for pumps, valves, welds, tanks				
31	Carrying out tests of the automation system for cooling systems and the dirty water circulation according to the specifications contained in the Technical Specification				
32	Acceptance of the scope of reconstruction of the intakes of the current circuit on the intakes of softened water in accordance with the technical specification				
33	Acceptance of the list of pumps				
34	Acceptance of the list of fittings				
35	Acceptance of the list of measuring devices				
36	The installation of circulation and auxiliary pumps with measuring systems				
37	Installation of suction and pressure pipelines in the pumping station No. 7, in the energy tunnel and between the pumping station number 7 and the fan coolin tower				

38	Installation of the control valve together with its power supply (if required) included in the design of the new cooling system				
39	Installation of a new diesel fuel tank that meets all UDT (Office of Technical Inspection) and fire protection requirements, as well as commissioning along with the installation supplying diesel engines with fuel				
40	Purchase of pipes for suction and discharge manifolds of pumps, fittings, mounting flanges, compensators and other necessary materials				
41	Buildings expansion tanks 3 pieces with all the instrumentation and supporting structure				
42	Installation of a cooling tower in accordance with the assumptions of the basic design and the requirements included in the specification				
43	Detailed design of the industrial water installation in the casthouse				
44	Design and erection of the necessary platforms to operate the cooling circuit fittings				
45	Marking the installation in accordance with the guidelines contained in point 6.2.3 of the technical specification				
46	Acceptance of the scope of commissioning of cooling systems specified in point 6.2.4				
47	Acceptance of point 6.2.3.1.2. - mechanical scope				
48	Finishing works in the pumping station hall, in the water conditioning room, in the electrical substation room				
49	Preparation of the floor and pedestals in accordance with the design prepared by the Contractor for the installation of new pumps with drives				
50	Design and execution of supports for pipelines				
51	Detailed design and execution of supporting structures for all pipelines included in the basic design, i.e. Blast Furnace, Pump Station, energy tunnel, fan cooling tower				
52	Purchase of materials and execution of pipeline supports				
53	Acceptance of the entire scope: analyzes and checks of structures, detailed designs, calculations as well as civil, assembly and dismantling works - comprehensively, in accordance with the provisions of the specification.				
54	Acceptance of the design scope in accordance with the requirements contained in the construction and building part.				
55	Acceptance of the scope of work in accordance with the requirements contained in the construction and building part.				
56	Acceptance of item 6.2.3.3.3. - Civil and construction scope				
57	Adaption of the road in the area of cooling towers				
58	Acceptance of the scope of disassembly of electrical installations and I&C in accordance with the requirements described in the Technical Specification				
59	Implementation of PLC software (cooling and circulation of dirty water) and SCADA visualization for these ranges				
60	The use of continuous measurement of pumping station operating parameters (bearing temperature, vibrations,				

	pressure, water temperature, etc.) in industry technology 4.0				
61	Implementation of a dedicated standalone workstation connected to the controller directly via Ethernet to ensure full process control, including online trends, process alarms, events				
62	Implementation of a control cabinet with all accessories L0, L1 along with PLC software for the BF2 cooling system and the dirty water circulation system				
63	Providing full automation functionality for the BF2 cooling installation and the dirty water circuit included in the AMP technical specification and the attached basic design				
64	Delivery and guarantee of full openness of source codes. The Contractor will grant AMP the right to use the changes made and to use the source code and licenses of the software used. Electrical documentation should be in Eplan				
65	Confirmation of the design of the automation system in accordance with the AMP standards described in the specification and Annex 4				
66	Providing training for employees of AMP maintenance and operators in the field of PLC and SCADA programming, operation of I&C devices and control.				
67	Confirmation of the implementation of the fully automatic system for the installation of the dirty water circuit based on the attached basic design.				
68	Creating a common SCADA visualization for the BF2 cooling system and the dirty water circuit				
69	Connecting all drives and the automation and control system to the power supply				
70	Construction of a drive control system				
71	Installation of all I&C elements with functional tests of automation FTP				
72	Delivery of automation system components (both hardware and software licenses)				
73	Performing system start-ups (cold and hot), trainings, providing a comprehensive furnace cooling system with an automatic range of dirty water circulation to full production capacity.				
74	Ensuring the implementation of a complete project in the electrical branch by authorized designers				
75	Ensuring the delivery of all necessary electrical devices without exclusions with the presentation of target suppliers at the offer stage				
76	Ensuring the possibility of performing FAT checks for key elements - inverters, switchgear transformers				
77	Ensuring the performance of all start-ups (LV part - switching stations, control, configuration of inverters etc. and MV - start-up of medium voltage fields), post-assembly tests and delivery of complete quality documentation				
78	Acceptance of PLC driver requirements				
79	Acceptance of SCADA Requirements				
80	Acceptance of L0 and L1 Network Requirements				
81	Delivery of the materials contained in point 6.2.3.1.5. - Electric range				
82	Execution of the electrical scope in accordance with the assumptions of the technical specification				

83	Execution of anti-corrosion protection in accordance with the technical specification				
84	Conducting training for service and maintenance personel				
85	The minimum warranty period expected by the Investor is 24 months from the moment of signing the PAC protocol.				
86	Time from blow-down the BF2 to operational readiness ≤ 90 days				
87	Preparation and submission - together with the offer - of a detailed schedule, in the weekly basis, from the date of signing the contract to the date of blow-in the BF2 and signing the PAC				
88	Time needed by the company to be ready to blow-down the BF2 maximum 44 weeks from contract signature				
89	The tenderer will provide a list of exclusions in the form of a responsibility matrix - relating to the subject of the contract that is not an entry criteria - IF APPLICABLE. The list of exclusions may not lead to partial implementation of the subject of the order by the Supplier. The purpose of the list of exclusions is to show the Supplier's responsibility for the performance of the subject of the order. The list of exclusions may not constitute the scope of any supplementary or additional orders at a later stage of the project implementation.				

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

a. bidders who do not meet the conditions specified under IV.1 and IV.2 of this request for quotation;

b. 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:

(1) 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,

(2) the damage was not voluntarily remedied by him until the day of initiation of the procedure,

(3) a contrario the non-performance or improper performance of a contract results from circumstances, for which the Bidder is liable.

c. 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,

d. 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 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,

e. 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 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,

f. limited partnerships and limited joint-stock partnerships whose 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 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,

g. 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 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,

h. collective entities, with respect to whom a court 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 Buyer - 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, or 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 consists of two parts: the financial & trade evaluation as well as the technical evaluation.

Item	Criterion	Weight of the criterion	Evaluation method
1	C - Net price	85%	C = (Cmn / Cnob) x 85, where C - number of points for a price Cmn - lowest bid price, net Cnob - the examined bid price, net
2	TP - Technical parameters	5%	1) 0 ÷ < 75% - TP = 0% 2) 75 ÷ < 77,5% - TP = 0,5% 3) 77,5 ÷ < 80% - TP = 1% 4) 80 ÷ < 82,5% - TP = 1,5% 5) 82,5 ÷ < 85% - TP = 2% 6) 85 ÷ < 87,5% - TP = 2,5% 7) 87,5 ÷ < 90% - TP = 3% 8) 90 ÷ < 92,5% - TP = 3,5% 9) 92,5 ÷ < 95% - TP = 4% 10) 95 ÷ < 97,5% - TP = 4,5% 11) 97,5 ÷ =< 100% - TP = 5%
3	RD – Time needed for company readiness for furnace blow down	10%	t – amount of weeks from the date of contract's signature until the contractor readiness to BF2 blow down t <= 40 weeks until BF2 blow down - RD = 10% t = 41 weeks - RD = 8% t = 42 weeks - RD = 6% t = 43 weeks - RD = 4% t = 44 weeks - RD = 2% t => 45 weeks - RD = 0%

Criterion: price (C)

Weight: 85%

1. Please specify the prices in net values (without VAT) as well as in gross values.

2. The price should be quoted in **EUR/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 tables (Table A - Average exchange rates for foreign currencies) of the National Bank of Poland as of the date specified in item VII.1 according to request for quotation (final date for submission of offers).

4. In case of negotiations with the Bidders and submission of final bids by them, the Buyer's conversion to the **EUR** currency will be made 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 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**

6. These prices must include all costs related to the implementation of the subject matter of the contract, including:

1) the value of modernization of cooling system at Blast Furnace no. 2 in Dąbrowa Górnicza,

2) VAT,

3) all materials and devices used,
4) labor and equipment costs,
5) transport costs,
6) costs of securing the area
7) all fees related to the subject of the order,
8) costs of geodetic construction services,
9) insurance costs,

10) costs of loading and unloading,
11) all costs related to the comprehensive performance of the contract,
12) all fees and compensations for damages, costs and losses incurred in connection with the implementation of the order.

The offer with the lowest price will receive 100 points multiplied by the weight of the criterion and will be accepted as the basis for examining the remaining offers. The scoring for the prices of subsequent offers will be made according to the formula:

$$\text{Criterion „C”} = \frac{\textit{Lowest price}}{\textit{Price of the examined offer}} \textit{ x 100 pkt x } \mathbf{85} \textit{ \% (weight of the criterion)}$$

Criterion: **Technical parameters (TP)**

Weight: 5%

The awarding of points for this criterion will take place only after all entry criteria specified in point IV.2 of this inquiry will be fulfilled.

The evaluation will be carried out according to presented descriptions specified in the offer under 4 groups indicated below:

FOR VARIANT 1:

Item	Group	S.No	Parameters	Group Rating	Subgroup Rating	Total Subgroup Rating
A	**Performance Guarantees / Quality**	1	Compliance of the works and systems with the documentation, including the construction part of the fan cooling tower, installation of pump house, supply and return piping, manifolds for each circuit, power supply stations, automation equipment part.	45%	9%	100%
		2	Positive leakage test result on full pump parameters for all circuits. No water loss for the low, medium and high pressure circuit, minimum 72h.		10%	

		3	Positive result of functional test of control and automation of all cooling system units (pumps, valves, motors of fan cooling tower) with achievement of design thermal efficiency		10%	
		4	Positive emergency test result for cooling system automation.		8%	
		5	Visual assessment of the correctness of all works by both parties.		5%	
		6	Positive result of all necessary technical inspections by Office of Technical Inspection (UDT) and Transport Technical Inspection (TDT).		8%	
		7	Submission of complete as-built documentation.		5%	
		8	Submission of documents necessary to apply for an occupancy permit for the system.		8%	
		9	Completion of all construction works including provision of access to all cooling system fittings.		10%	
		10	Conducting trainings for operating and maintenance personnel.		5%	
		11	Keeping the work areas in good order.		2%	
		12	Guaranteed inlet temperature to the furnace, flow and pressure to all circuits in accordance with the technical documentation.		10%	
		13	Reduction of electricity consumption by min. 10% compared to the existing state.		10%	
B	**Equipment Technology**	1	Verification of flows	30%	10%	100%
		2	Verification of thermal calculations		10%	
		3	Pipeline isometry according to the base design		4%	
		4	Acceptance of equipment from Krakow		4%	
		5	Design of placement of the station for conditioning of water circuits		4%	
		6	Design of the cover of the pipes supplying the tuyer sets on the bustle pipe		7%	
		7	Conducting an analysis to check whether the planned assembly works (new pumps, new pipelines, structural changes, etc.) in pumping station No. 7 will require modifications in the scope of fire protection.		7%	

		8	In case of a positive result of the analysis: Development of an Detailed Design for a new extinguishing system and other fire protection measures. required by law and applicable standards and regulations. The design should be agreed with the fire protection expert.		7%	
		9	Replacement of the water pipeline supplementing the slag granulation from the łosień pipeline to the slag granulation DN 400 - DN250 - Length approximately 500m		6%	
		10	Replacement of the DN150 softened water pipeline in the energy tunnel, length - 1200m		7%	
		11	Acceptance of item 6.2.3.3.6. - Fire protection systems		6%	
		12	Acceptance of pump specifications included in point 6.2.5 of the technical specification		5%	
		13	Acceptance of the valve specifications contained in point 6.2.5 of the technical specification		5%	
		14	Acceptance of flexible connection specifications included in point 6.2.5 of the technical specification		6%	
		15	Disassembly 4 and assembly of 2 new pipelines ø800 dirty water in accordance with the technical specification		6%	
		16	Construction of a linear drainage system for a cooling tower with a connection to the nearest rainwater drainage well		6%	
C	**Project time schedule**	1	Together with the offer, the contractor will provide a draft work schedule (on a weekly basis) for consultation with the Investor and approval. The schedule should take into account all important milestones (preparation of detailed documentation, prefabrication, deliveries of key elements, shutdown works, tests and commissioning).	15%	10%	100%
		2	Estimated time for the performance of works during the BF2 repair shutdown		90%	
D	**Other requirements**	1	Warranty for delivered devices and work performed	10%	35%	100%

		2	The executive documentation will be made on the basis of the basic design and technical specifications provided by AMP		25%	
		3	Provision of detailed and as-built documentation in paper and electronic form (DWG) in Polish and English and a 3D model		25%	
		4	Prepared according to the Ordering Party's guidelines, every two-weekly reports specifying the% of work performed in relation to the assumed plan;		15%	

FOR VARIANT 2:

Item	Group	S.No	Parameters	Group Rating	Subgroup Rating	Total Subgroup Rating
A	**Performance Guarantees / Quality**	1	Compliance of the works and systems with the documentation, including the construction part of the fan cooling tower, installation of pump house, supply and return piping, manifolds for each circuit, power supply stations, automation equipment part.	45%	9%	100%
		2	Positive leakage test result on full pump parameters for all circuits. No water loss for the low, medium and high pressure circuit, minimum 72h.		10%	
		3	Positive result of functional test of control and automation of all cooling system units (pumps, valves, motors of fan cooling tower) with achievement of design thermal efficiency		10%	
		4	Positive emergency test result for cooling system automation.		8%	
		5	Visual assessment of the correctness of all works by both parties.		5%	
		6	Positive result of all necessary technical inspections by Office of Technical Inspection (UDT) and		8%	

			Transport Technical Inspection (TDT).			
		7	Submission of complete as-built documentation.		5%	
		8	Submission of documents necessary to apply for an occupancy permit for the system.		8%	
		9	Completion of all construction works including provision of access to all cooling system fittings.		10%	
		10	Conducting trainings for operating and maintenance personnel.		5%	
		11	Keeping the work areas in good order.		2%	
		12	Guaranteed inlet temperature to the furnace, flow and pressure to all circuits in accordance with the technical documentation.		10%	
		13	Reduction of electricity consumption by min. 10% compared to the existing state.		10%	
B	**Equipment Technology**	1	Verification of flows	30%	11%	100%
		2	Verification of thermal calculations		11%	
		3	Pipeline isometry according to the base design		5%	
		4	Design of placement of the station for conditioning of water circuits		4%	
		5	Design of the cover of the pipes supplying the tuyer sets on the bustle pipe		7%	
		6	Conducting an analysis to check whether the planned assembly works (new pumps, new pipelines, structural changes, etc.) in pumping station No. 7 will require modifications in the scope of fire protection.		7%	
		7	In case of a positive result of the analysis: Development of an Detailed Design for a new extinguishing system and other fire protection measures. required by law and applicable standards and regulations. The design should be agreed with the fire protection expert.		7%	
		8	Replacement of the water pipeline supplementing the slag granulation from the łosień pipeline to the slag		7%	

			granulation DN 400 - DN250 - Length approximately 500m			
		9	Replacement of the DN150 softened water pipeline in the energy tunnel, length - 1200m		7%	
		10	Acceptance of item 6.2.3.3.6. - Fire protection systems		6%	
		11	Acceptance of pump specifications included in point 6.2.5 of the technical specification		5%	
		12	Acceptance of the valve specifications contained in point 6.2.5 of the technical specification		5%	
		13	Acceptance of flexible connection specifications included in point 6.2.5 of the technical specification		6%	
		14	Disassembly 4 and assembly of 2 new pipelines ø800 dirty water in accordance with the technical specification		6%	
		15	Construction of a linear drainage system for a cooling tower with a connection to the nearest rainwater drainage well		6%	
C	**Project time schedule**	1	Together with the offer, the contractor will provide a draft work schedule (on a weekly basis) for consultation with the Investor and approval. The schedule should take into account all important milestones (preparation of detailed documentation, prefabrication, deliveries of key elements, shutdown works, tests and commissioning).	15%	10%	100%
		2	Estimated time for the performance of works during the BF2 repair shutdown		90%	
D	**Other requirements**	1	Warranty for delivered devices and work performed	10%	35%	100%
		2	The executive documentation will be made on the basis of the basic design and technical specifications provided by AMP		25%	
		3	Provision of detailed and as-built documentation in paper and electronic form (DWG) in Polish and English and a 3D model		25%	
		4	Prepared according to the Ordering Party's guidelines, every two-weekly		15%	

			reports specifying the% of work performed in relation to the assumed plan;			

Criterion: **Time needed for company readiness for furnace blow down**

t – amount of weeks from the date of contract's signature until the contractor readiness to BF2 blow down

t <= 40 weeks until BF2 blow down - RD = 10%

t = 41 weeks - RD = 8%

t = 42 weeks - RD = 6%

t = 43 weeks - RD = 4%

t = 44 weeks - RD = 2%

t => 45 weeks - RD = 0%

Description of the manner of granting of points for the fulfilment of a given bid evaluation criterion.

Criterion: Price (C)

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 / C nob) x 85 where:

C - number of points for a price

Cmn- net price of the lowest bid

Cnob - net price of the examined bid

Criterion: Technical parameters (TP)

Description of the adopted method for assessing the technical parameters (TP) of the offer:

FOR VARIANT 1:

Sl.No	Element description	Required and expected parameters	Value of the Subgroup rating	The weight value of the element	Description of the adopted assessment method	Bidder no. 1		
	Element desctription					The obtained score (Scale: 1-10)	The calculated value of the element	Remarks

A	**Guaranteed parameters/ Quality**	**45,00%**						
1	Compliance of the works and systems with the documentation, including the construction part of the fan cooling tower, installation of pump house, supply and return piping, manifolds for each circuit, power supply stations, automation equipment part.	To be confirmed	9%	4,05%	Yes = 10, other = 0		0,00%	
2	Positive leakage test result on full pump parameters for all circuits. No water loss for the low, medium and high pressure circuit, minimum 72h.	To be confirmed	10%	4,50%	Yes = 10, other = 0		0,0%	
3	Positive result of functional test of control and automation of all cooling system units (pumps, valves, motors of fan cooling tower) with achievement of design thermal efficiency	To be confirmed	10%	4,50%	Yes = 10, other = 0		0,0%	
4	Positive emergency test result for cooling system automation.	To be confirmed	8%	3,60%	Yes = 10, other = 0		0,0%	
5	Visual assessment of the correctness of all works by both parties.	To be confirmed	5%	2,25%	Yes = 10, other = 0		0,0%	
6	Positive result of all necessary technical inspections by Office of Technical Inspection (UDT) and Transport Technical Inspection (TDT).	To be confirmed	8%	3,60%	Yes = 10, other = 0		0,0%	

7	Submission of complete as-built documentation.	To be confirmed	5%	2,25%	Yes = 10, other = 0		0,0%	
8	Submission of documents necessary to apply for an occupancy permit for the system.	To be confirmed	8%	3,60%	Yes = 10, other = 0		0,0%	
9	Completion of all construction works including provision of access to all cooling system fittings.	To be confirmed	10%	4,50%	Yes = 10, other = 0		0,0%	
10	Conducting trainings for operating and maintenance personnel.	To be confirmed	5%	2,25%	Yes = 10, other = 0		0,0%	
11	Keeping the work areas in good order.	To be confirmed	2%	0,90%	Yes = 10, other = 0		0,0%	
12	Guaranteed inlet temperature to the furnace, flow and pressure to all circuits in accordance with the technical documentation.	To be confirmed	10%	4,50%	Yes = 10, other = 0		0,0%	
13	Reduction of electricity consumption by min. 10% compared to the existing state.	To be confirmed	10%	4,50%	Yes = 10, other = 0		0,0%	
	Group Rating - Performance Guarantees / Quality		**100,00 %**	**45,00%**			**0,00%**	
B	**Equipment Technology**	**30,00%**						
1	Verification of flows	To be confirmed	10%	3,00%	Yes = 10, other = 0		0,0%	
2	Verification of thermal calculations	To be confirmed	10%	3,00%	Yes = 10, other = 0		0,0%	
3	Pipeline isometry according to the base design	To be confirmed	4%	1,20%	Yes = 10, other = 0		0,0%	
4	Acceptance of equipment from Krakow	According to Technical Specification	4%	1,20%	Cooling tower+pumps+fittings = 10 Cooling tower+pumps = 5 Only cooling		0,0%	

					tower = 2 No confirmation = 0			
5	Design of placement of the station for conditioning of water circuits	To be confirmed	4%	1,20%	Yes = 10, other = 0		0,0%	
6	Design of the cover of the pipes supplying the tuyer sets on the bustle pipe	To be confirmed	7%	2,10%	Yes = 10, other = 0		0,0%	
7	Conducting an analysis to check whether the planned assembly works (new pumps, new pipelines, structural changes, etc.) in pumping station No. 7 will require modifications in the scope of fire protection.	To be confirmed	7%	2,10%	Yes = 10, other = 0		0,0%	
8	In case of a positive result of the analysis: Development of an Detailed Design for a new extinguishing system and other fire protection measures. required by law and applicable standards and regulations. The design should be agreed with the fire protection expert.	To be confirmed	7%	2,10%	Yes = 10, other = 0		0,0%	
9	Replacement of the water pipeline supplementing the slag granulation from the łosień pipeline to the slag granulation DN 400 - DN250 - Length approximately 500m	To be confirmed	6%	1,80%	Yes = 10, other = 0		0,0%	

10	Replacement of the DN150 softened water pipeline in the energy tunnel, length - 1200m	To be confirmed	7%	2,10%	Yes = 10, other = 0		0,0%	
11	Acceptance of item 6.2.3.3.6. - Fire protection systems	To be confirmed	6%	1,80%	Yes = 10, other = 0		0,0%	
12	Acceptance of pump specifications included in point 6.2.5 of the technical specification	To be confirmed	5%	1,50%	Yes = 10, other = 0		0,0%	
13	Acceptance of the valve specifications contained in point 6.2.5 of the technical specification	To be confirmed	5%	1,50%	Yes = 10, other = 0		0,0%	
14	Acceptance of flexible connection specifications included in point 6.2.5 of the technical specification	To be confirmed	6%	1,80%	Yes = 10, other = 0		0,0%	
15	Disassembly 4 and assembly of 2 new pipelines ø800 dirty water in accordance with the technical specification	To be confirmed	6%	1,80%	Yes = 10, other = 0		0,0%	
16	Construction of a linear drainage system for a cooling tower with a connection to the nearest rainwater drainage well	To be confirmed	6%	1,80%	Yes = 10, other = 0		0,0%	
	Group Rating - Equipment		**100,00 %**	**30,00%**			**0,00%**	
C	**Project time schedule**	**15,0%**						

1	Together with the offer, the contractor will provide a draft work schedule (on a weekly basis) for consultation with the Investor and approval. The schedule should take into account all important milestones (preparation of detailed documentation, prefabrication, deliveries of key elements, shutdown works, tests and commissioning).	To be confirmed	10,0%	1,5%	Yes = 10, other = 0		0,0%	
2	Estimated time for the performance of works during the BF2 repair shutdown	Maximum T=90 days	90,0%	13,5%	T=<80days = 10; T>80 ÷ 85days = 6; T>85 ÷ 90days = 4; T>90days = 0		0,0%	
	Group Rating - Time schedule		**100,00 %**	**15,00%**			**0,00%**	
D	**Other requirements**	**10,00%**						
1	Warranty for delivered devices and work performed	Min. 24 months	35%	3,50%	>36 months = 10 36 months = 8; 32 months = 6; 28 months = 4; 24 months = 2; <24 months = 0		0,0%	
2	The executive documentation will be made on the basis of the basic design and technical specifications provided by AMP	To be confirmed	25%	2,50%	Yes = 10, other = 0		0,0%	
3	Provision of detailed and as-built documentation in paper and electronic form (DWG) in Polish and English and a 3D model	To be confirmed	25%	2,50%	Documentation in PL and EN = 10 Documentation only in PL or EN = 2 No confirmation = 0		0,0%	

4	Prepared according to the Ordering Party's guidelines, every two-weekly reports specifying the% of work performed in relation to the assumed plan;	Min. bi-weekly report	15%	1,50%	Weekly report = 10 Bi-weekly report = 5 No confirmation = 0		0,0%	
	Group rating - Other requirements		**100,00 %**	**10,00%**			**0,00%**	
	Total Score	**100,00%**		**100,00%**			**0,00%**	

FOR VARIANT 2:

Sl.No	Element description Element desctription	Required and expected parameters	Value of the Subgroup rating	The weight value of the element	Description of the adopted assessment method	Bidder no. 1 The obtained score (Scale: 1-10)	The calculated value of the element	Remarks
A	**Guaranteed parameters/ Quality**	**45,00%**						
1	Compliance of the works and systems with the documentation, including the construction part of the fan cooling tower, installation of pump house, supply and return piping, manifolds for each circuit, power supply stations, automation equipment part.	To be confirmed	9%	4,05%	Yes = 10, other = 0		0,00%	
2	Positive leakage test result on full pump parameters for all circuits. No water loss for the low,	To be confirmed	10%	4,50%	Yes = 10, other = 0		0,0%	

	medium and high pressure circuit, minimum 72h.							
3	Positive result of functional test of control and automation of all cooling system units (pumps, valves, motors of fan cooling tower) with achievement of design thermal efficiency	To be confirmed	10%	4,50%	Yes = 10, other = 0		0,0%	
4	Positive emergency test result for cooling system automation.	To be confirmed	8%	3,60%	Yes = 10, other = 0		0,0%	
5	Visual assessment of the correctness of all works by both parties.	To be confirmed	5%	2,25%	Yes = 10, other = 0		0,0%	
6	Positive result of all necessary technical inspections by Office of Technical Inspection (UDT) and Transport Technical Inspection (TDT).	To be confirmed	8%	3,60%	Yes = 10, other = 0		0,0%	
7	Submission of complete as-built documentation.	To be confirmed	5%	2,25%	Yes = 10, other = 0		0,0%	
8	Submission of documents necessary to apply for an occupancy permit for the system.	To be confirmed	8%	3,60%	Yes = 10, other = 0		0,0%	
9	Completion of all construction works including provision of access to all cooling system fittings.	To be confirmed	10%	4,50%	Yes = 10, other = 0		0,0%	
10	Conducting trainings for operating and maintenance personnel.	To be confirmed	5%	2,25%	Yes = 10, other = 0		0,0%	

11	Keeping the work areas in good order.	To be confirmed	2%	0,90%	Yes = 10, other = 0		0,0%	
12	Guaranteed inlet temperature to the furnace, flow and pressure to all circuits in accordance with the technical documentation.	To be confirmed	10%	4,50%	Yes = 10, other = 0		0,0%	
13	Reduction of electricity consumption by min. 10% compared to the existing state.	To be confirmed	10%	4,50%	Yes = 10, other = 0		0,0%	
	Group Rating - Performance Guarantees / Quality		**100,00%**	**45,00%**			**0,00%**	
B	**Equipment Technology**	**30,00%**						
1	Verification of flows	To be confirmed	11%	3,30%	Yes = 10, other = 0		0,0%	
2	Verification of thermal calculations	To be confirmed	11%	3,30%	Yes = 10, other = 0		0,0%	
3	Pipeline isometry according to the base design	To be confirmed	5%	1,50%	Yes = 10, other = 0		0,0%	
4	Design of placement of the station for conditioning of water circuits	To be confirmed	4%	1,20%	Yes = 10, other = 0		0,0%	
5	Design of the cover of the pipes supplying the tuyer sets on the bustle pipe	To be confirmed	7%	2,10%	Yes = 10, other = 0		0,0%	
6	Conducting an analysis to check whether the planned assembly works (new pumps, new pipelines, structural changes, etc.) in pumping station No. 7 will require modifications in the scope of fire protection.	To be confirmed	7%	2,10%	Yes = 10, other = 0		0,0%	

7	In case of a positive result of the analysis: Development of an Detailed Design for a new extinguishing system and other fire protection measures. required by law and applicable standards and regulations. The design should be agreed with the fire protection expert.	To be confirmed	7%	2,10%	Yes = 10, other = 0		0,0%	
8	Replacement of the water pipeline supplementing the slag granulation from the łosień pipeline to the slag granulation DN 400 - DN250 - Length approximately 500m	To be confirmed	7%	2,10%	Yes = 10, other = 0		0,0%	
9	Replacement of the DN150 softened water pipeline in the energy tunnel, length - 1200m	To be confirmed	7%	2,10%	Yes = 10, other = 0		0,0%	
10	Acceptance of item 6.2.3.3.6. - Fire protection systems	To be confirmed	6%	1,80%	Yes = 10, other = 0		0,0%	
11	Acceptance of pump specifications included in point 6.2.5 of the technical specification	To be confirmed	5%	1,50%	Yes = 10, other = 0		0,0%	
12	Acceptance of the valve specifications contained in point 6.2.5 of the technical specification	To be confirmed	5%	1,50%	Yes = 10, other = 0		0,0%	
13	Acceptance of flexible connection specifications included in point 6.2.5 of the	To be confirmed	6%	1,80%	Yes = 10, other = 0		0,0%	

	technical specification							
14	Disassembly 4 and assembly of 2 new pipelines ø800 dirty water in accordance with the technical specification	To be confirmed	6%	1,80%	Yes = 10, other = 0		0,0%	
15	Construction of a linear drainage system for a cooling tower with a connection to the nearest rainwater drainage well	To be confirmed	6%	1,80%	Yes = 10, other = 0		0,0%	
	Group Rating - Equipment		**100,00%**	**30,00%**			**0,00%**	
C	**Project time schedule**	**15,0%**						
1	Together with the offer, the contractor will provide a draft work schedule (on a weekly basis) for consultation with the Investor and approval. The schedule should take into account all important milestones (preparation of detailed documentation, prefabrication, deliveries of key elements, shutdown works, tests and commissioning).	To be confirmed	10,0%	1,5%	Yes = 10, other = 0		0,0%	
2	Estimated time for the performance of works during the BF2 repair shutdown	Maximum T=90 days	90,0%	13,5%	T=<80days = 10; T>80 ÷ 85days = 6; T>85 ÷ 90days = 4; T>90days = 0		0,0%	
	Group Rating - Time schedule		**100,00%**	**15,00%**			**0,00%**	
D	**Other requirements**	**10,00%**						

1	Warranty for delivered devices and work performed	Min. 24 months	35%	3,50%	>36 months = 10 36 months = 8; 32 months = 6; 28 months = 4; 24 months = 2; <24 months = 0		0,0%	
2	The executive documentation will be made on the basis of the basic design and technical specifications provided by AMP	To be confirmed	25%	2,50%	Yes = 10, other = 0		0,0%	
3	Provision of detailed and as-built documentation in paper and electronic form (DWG) in Polish and English and a 3D model	To be confirmed	25%	2,50%	Documentation in PL and EN = 10 Documentation only in PL or EN = 2 No confirmation = 0		0,0%	
4	Prepared according to the Ordering Party's guidelines, every two-weekly reports specifying the% of work performed in relation to the assumed plan;	Min. bi-weekly report	15%	1,50%	Weekly report = 10 Bi-weekly report = 5 No confirmation = 0		0,0%	
	Group rating - Other requirements		**100,00%**	**10,00%**			**0,00%**	
	Total Score	**100,00%**		**100,00%**			**0,00%**	

The above table will allow you to make a summary assessment of the offered technical parameters of the offer based on the following formula:

Calculated element value [%] = received evaluation for offered parameter **[points]** x weight value of element **[%] / 5**

Criterion: RD – Time needed for Contractor's readiness for furnace blow down

t – amount of weeks from the date of contract's signature until the contractor readiness to BF2 blow down

t <= 40 weeks until BF2 blow down - RD = 10%

t = 41 weeks - RD = 8%

t = 42 weeks - RD = 6%

t = 43 weeks - RD = 4%

t = 44 weeks - RD = 2%

t => 45 weeks - RD = 0%

The total number of points granted to a given evaluated bid is the sum of points granted under individual criteria:

Final rating of the offer = C + TP + RD

Analysis and evaluation of offers will be made by the Suppliers Selection Committee. Firstly, the formal conditions and entry criteria will be assessed. **The Ordering Party may request explanations regarding the content of submitted bids at each stage of the proceeding, corrections of obvious clerical errors, obvious accounting mistakes, taking into account the accounting consequences of the corrections made, other errors which make offers not consistent and do not significantly change the content of the offer.** Obvious mistakes are corrected by the Buyer in a special form, notifying the bidder whose offer has been corrected.

If the Bidder does not correct errors until the deadline indicated by the Ordering Party, his offer will be rejected.

Next, the Suppliers Selection Committee will assess the fulfillment of the conditions required from Bidders. It will determine which offers will be rejected and if the tender needs to be cancelled.

With regard to Bidders who meet the conditions for participation in the proceedings, the Suppliers Selection Committee will select the most-advantageous offer in accordance with the bids evaluation criteria indicated in the request for quotation.

Information on the selection of the best offer (including the name and address of the winner of the proceedings) will be posted on the websites of the Buyer and on the websites of Competitiveness Database (Baza Konkurencyjności).

1. Buyer will select the most advantageous offer that obtains the largest number of summed up points.
2. If, as part of the purchase of services and supplies necessary for the implementation of the Project, Buyer will decide between several offers that are most economically advantageous, it will choose 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, Buyer asks you to provide in the content of the offer information about the use of the Integrated Management System in your company, including: which includes the ISO 14001 environmental management system. (YES, we do/ NO, we don't).

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

   The lack of the aforementioned information in the content of the offer does not affect the formal assessment of the completeness of the offer and does not cause its rejection.
3. If there is still a situation with an equal number of points and Buyer will still settle between several offers with an equal number of points, 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 Buyer (e.g. . lower energy consumption, lower water consumption, use of recycled materials, etc.).

VI. INFORMATION ABOUT THE PERFORMANCE BOND REQUESTED BY THE BUYER (IF THE BUYER DEMANDS SUCH BOND):

VI.1. The Buyer reserves itself the right to demand from the Bidder, whose bid was selected, a performance bond for the Agreement, hereinafter referred to as the 'bond'.

VI.2. The bond shall be used to cover the claims related to the non-performance or improper performance of the Agreement and as a return of advance paid to the Bidder. If the Bidder is a guarantor at the same time, the bond will also be used to cover the claims related to a quality guarantee.

VI.3. A detailed description of the requested bonds is in accordance with the provisions of the contract.

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

VII.1. **The bids must be submitted until 23.06.2021 16:00 (4:00 p.m.)**

VII.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 name and number of the Request for quotation specified on the first page of this enquiry should be indicated on the envelope and/or in the subject of an e-mail.**

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

VII.4. The bid should be signed by people authorized to represent the Bidder according a registration document or according to a power of attorney.

VII.5. The bids have to be submitted to the following e-mail address: capex-publictenders@arcelormittal.com and marta.bodnar@arcelormittal.com The bid should be addressed to Mrs Marta Bodnar, EPO Department with addition "inquiry no **2/034/2021"**. Due to the current epidemiological situation offices of ArcelorMittal Poland S.A. remain closed. It is possible to submit an offer in person, however, only after prior arrangement with the Ordering Party.

VII.6. The bids submission date shall be the day on which it reaches the Buyer's headquarters or reaches the 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 explanations 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 lapse of the bids submission deadline. In case of requests for quotation with at least 30-day long deadline for the submission of bids, the questions of the Bidders may be submitted not later than within 7 working days before the lapse of the bids submission deadline. The content of the questions with explanations of the Buyer is published in the same way in which the request for quotation was published.

VII.9. 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:

capex-publictenders@arcelormittal.com

Mr Jakub Stawowy - jakub.stawowy@arcelormittal.com

Mr Michał Kolasa – michal.kolasa@arcelormittal.com

Mr Michał Kocot - michal.kocot@arcelormittal.com

For commercial matters:

capex-publictenders@arcelormittal.com

Mrs Marta Bodnar - marta.bodnar@arcelormittal.com

VII.10. The costs related to preparation of a bid shall be incurred by a Bidder.

VII.11. The bid must be prepared in accordance with the form which is included in appendix no. 1 to this request for quotation.

VII.12. 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.13. The information about 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.14. 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.15. The bid must be accompanied by:

a. Declarations that confirm the meeting of the contract-related conditions specified under point IV.1., IV.3. and IV.4. of this request for quotation,
b. A signed confidentiality agreement or declaration,
c. A signed Work Health & Safety Agreement,
d. The Bidder's registration document or his power of attorney,
e. Declaration on the scope of the offer constituting the trade secret of the enterprise - **if applicable,**
f. Declaration on the list of manufacturing reference subjects order - **if applicable,**

VIII. BID VALIDITY PERIOD:

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

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

IX. INFORMATION CLAUSE FROM ART. 13 GDPR

According to Art. 13 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC (General Data Protection Regulation) (Journal of Laws UE L 119 of 04/05/2016, p. 1), hereinafter referred to as "GDPR", ARCELORMITTAL POLAND S.A. informs that:

1. the administrator of personal data is ARCELORMITTAL POLAND S.A. based in Dąbrowa Górnicza;
2. personal data will be processed as part of the proceedings in accordance with the principle of competition, in order to:
   - enable the bidder to participate in the procedure - Art. 6 sec. 1 lit. b GDPR;
   - archival (evidence) which is the implementation of the legitimate interest of the administrator, such as pursuing claims and defending the rights of the administrator - art. 6 sec. 1 lit. f GDPR.
3. personal data will be kept for a period of 10 + 1 years from the end of the procedure. In the case of proceedings co-financed from EU funds - the storage period may be longer, determined in accordance with art. 140 of Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 establishing common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund and repealing Council Regulation (EC) No 1083/2006;
4. with regard to personal data, decisions will not be made in an automated manner, in accordance with art. 22 GDPR;
5. the administrator does not transfer the bidders data outside the European Economic Area;
6. the recipients of the Bidder personal data will only be entities authorized to obtain personal data on the basis of legal provisions;
7. the bidder has the right to access personal data, receive their copies and, subject to the provisions of the law, rectify, transfer, delete or limit processing;
8. the right to lodge a complaint to the President of the Office for Personal Data Protection, the bidder considers that the processing of personal data concerning him violates the provisions of the GDPR;
9. providing personal data is voluntary, but necessary to achieve the purposes for which they were collected, failure to provide personal data will prevent the bidder from participating in the procedure.

IX. ADDITIONAL INFORMATION:

IX.1. Buyer recommends that the information restricted as a trade secret be submitted by the Bidder, marked as "trade secret". Lack of an unequivocal indication of which information constitutes a trade secret will mean that all statements made in the course of this procedure 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 such a case, the envelope should be additionally marked with the following annotation: CHANGE / ADDITION / WITHDRAWAL OF THE OFFER.

IX.3. The Buyer allows for advance payments.

IX.4. Submitting an offer is tantamount to accepting without reservations the content of this request for quotation with attachments and the Regulations.

IX.5. Bidders are entitled to a legal remedy in the form of a protest against the evaluation of offers in accordance with the Regulations.

IX.6. 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.7. The offers will be assessed by a tender committee appointed by Buyer. First of all, compliance with formal conditions will be assessed. The Buyer may request Bidders to provide

explanations regarding the content of the submitted offers at every stage of the procedure, corrects obvious spelling mistakes, obvious accounting errors, taking into account the accounting consequences of the corrections made, other errors consisting in the non-compliance of the offer from the inquiry, not causing significant changes in the content of the offer the consent of the bidder. Obvious mistakes are corrected by the Buyer in a special form, notifying the bidder whose offer has been corrected.

IX.8. If the Bidder does not agree to the correction of errors within the time limit indicated by Buyer, his offer will be rejected.

IX.9. Subsequently, the committee will evaluate the fulfillment of the admittance conditions required from Bidders.

IX.10. 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.11. The Buyer reserves the right to change the terms of the contract concluded as a result of this order. The changes may concern:

a. the term of the Agreement - changes resulting from, among others from the extension of the project implementation,

b. the size of the contract - increasing the size of the contract will not exceed 50% of the value of the awarded contract specified in the concluded Agreement,

c. changes indicated in the essential terms of the contract (if applicable).

……
(company stamp, stamp and signature of a representative)

APPENDICES:

1. 1a. Bid form together with the information about the price and declarations confirming the fulfilment of the conditions from point IV.1, IV.3. and IV.4. of the request for quotation no. 2/034/2021 dated 21.05.2021**,**

   1b. Bid form with the factual description concerning the method of execution of the contract's subject matter and the information about entry criteria's fulfillment.
2. Templates of bank guarantees;
3. Confidentiality statement;
4. Technical specification;
5. Work Health & Safety Agreement;
6. Significant Conditions of Purchase.

APPENDIX NO. 1a TO THE REQUEST FOR QUOTATION no **2/034/2021** of 21.05.2021

COMMERCIAL BID FORM

The bid constitutes a reply to the request for quotation no. 2/034/2021 of 21.05.2021 concerning **modernization of cooling system at Blast Furnace no. 2 in Dąbrowa Górnicza.**

1. Data of the bidder:

a. Name: ……..
b. Address of the registered office: ……
c. Taxpayer ID No. (NIP): …….
d. Business Entity ID No. (REGON): ……
e. Person authorized to contact the Buyer:
name and surname: ……
Phone: ……..
e-mail address: …….

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

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

3. Please complete the table below showing the price breakdown for individual elements of the subject matter of the contract. *The total value of the subject matter of the contract indicated in point 2 above must be the same as the price summary shown in the breakdown below.*

FOR VARIANT 1:

Sl. No	**Items**	**Materials**			**Work**		**Total price**	**Remarks**
		Quantity	**Weight**	**Unit Price**	**Man hours**	**Unit Price**		
1	**Complete engineering**							
1.1	Detail engineering							
1.2	As-built documentation							
2	**Dismatlings**							
2.1	Pumps with foundations							

2.2	Cooling elements in the BF area (fittings, pipelines, trays, etc.)							
2.3	Piping, vessels and valves in pump house no. 7							
2.4	Piping in tunnel							
2.5	Supporting structures for cooling installations							
2.6	Electrical and automation instalations							
2.7	Other utilities (nitrogen, steam..)							
3	**Pumphouse no. 7**							
3.1	Foundations for pumps							
3.2	Foundations and supports for suction pipelines and pressure pipes							
3.3	Foundations for working and communication platforms							
3.4	Sump rebuilding							

3.5	Supports and reinforcement of the ceiling beams							
3.6	Reconstruction of pumphouse walls and ceilings - passages for the new installations, blanking unnecessary openings							
3.7	Performance of the steel constructions of platforms, stairs, bridges							
3.8	Delivery and assembly of pumps in "low pressure" system,							
3.9	Delivery and assembly of pumps in "medium pressure" system,							
3.10	Delivery and assembly of pumps in "high pressure" system,							
3.11	Delivery and assembly of pumps in industrial water system							

3.12	Delivery and assembly of pipings in pumphouse area							
3.13	Delivery and assembly of all valves & accessories							
3.14	Delivery and assembly of different Utility [N2, compressed air, instrument air etc.] lines up to consumer lines (from Take over points)							
4	**Dry fan cooling tower**							
4.1	Delivery of new dry fan cooler							
4.2	Installation of the new dry fan cooler:							
4.3	Preparation of the excavation for the foundations							
4.4	Pouring foundations as per design of cooler assembly together with rain water drainage installation							

4.5	Assembly of the support construction of cooling tower together with platforms							-
4.6	Assembly of all segments of cooler							-
4.7	Selection, purchase and assembly of electrical engines (~400V) for fans together with alignment and supply connection							-
4.8	Connection of cooler segments together with supply and return collectors							-
4.9	Providing lights on the cooler and surrounding area							-
4.10	Assembly of measurement and control equipment							-

4.11	Installation of lightning protection (including measurements)							-
4.12	Protecting connection elements of the steel structures against corrosion and untightening due to vibrations							-
5	**Tunel energetyczny**							-
5.1	Delivery and installation of piping for low, medium and high pressure							-
5.2	Replacement of DN800 dirty water pipe							-
5.3	Replacement of pipe for slag granulation							-
5.4	Replacement of softened water pipe							-
6	**Blast Furnace no. 2**							-
6.1	Assembly of low pressure installation							-
6.2	Assembly of medium pressure installation							-

6.3	Assembly of high pressure installation							-
6.4	Assembly of industrial water circuit							-
6.5	Delivery and instalation of steel constructions, platforms, stairs							-
6.6	Installation of booster pumps with foundations							-
6.7	Instalation of 3 expansion tanks							-
6.8	Delivery and assembly of all valves & accessories							-
6.9	Delivery and assembly of different utilities (nitrogen, compressed air, instrument air etc.) lines up to consumer lines (from Take over points)							-

6.10	Delivery and assembly of insulation for for different pipings [as required]							-
7	**Control and measurement equipment**							-
7.1	Delivery and assembly of the components of control and measurement system (measuring equipment, transducers, electrical equipment, etc.)							-
7.2	Differential pressure transducers and pressure transducers with HART protocol for data exchange with the transducer.							-
7.3	Electromagnetic flowmeters supplied from 240 ACV network.							-

7.4	Temperature measurements by resistance thermometers Pt-100 equipped with thermometer wells.							-
7.5	Other necessary field instruments [i.e. vibration measurement for pumps]							-
7.6	Delivery and erection of cable trays							-
7.7	Parameterization of control and measurement equipment							-
8	**Automation and IT**							-
8.1	Prefabrication of automation and server cabinet.							-
8.2	Delivery and assembly of server cabinets							-
8.3	Delivery and assembly of UPS in the cabinets							-
8.4	Delivery and assembly of all automation system components.							

8.5	Construction of IT network dedicated for the automation system of the closed circuit cooling system in the area of pumping station no. 7 and BF#2.							
9	**Electrical scope**							
9.1	Delivery and assembly of electrical installations for all equipments							
9.2	Modernization of 0.4kV S-109 switching station							
9.3	Modernization of 0,4kV switching station for pumphouse no. 7							
10	**Commisioning**							
10.1	Dry cooling tower							
10.2	All pumps incl. first fill [oil, grease as applicable]							
10.3	Automation and control system							

10.4	Electrical installations							
10.5	Tests of logic and emergency systems							
11	**Adaptation cost of cooling tower from Kraków**							
12	**Heavy equipment (cranes, etc.)**							
13	**Training**							
14	**Interpreters**							
15	**Health and safety**							
15.1	Safety equipment							
15.2	Safety supervision							
16	**Spare Parts**							
16.1	Commissioning spares							
Total price								

FOR VARIANT 2:

Sl. No	**Items**	**Materials**			**Work**		**Total price**	**Remarks**
		Quantity	**Weight**	**Unit Price**	**Man hours**	**Unit Price**		
1	**Complete engineering**							
1.1	Detail engineering							
1.2	As-built documentation							
2	**Dismatlings**							
2.1	Pumps with foundations							

2.2	Cooling elements in the BF area (fittings, pipelines, trays, etc.)							
2.3	Piping, vessels and valves in pump house no. 7							
2.4	Piping in tunnel							
2.5	Supporting structures for cooling installations							
2.6	Electrical and automation instalations							
2.7	Other utilities (nitrogen, steam..)							
3	**Pumphouse no. 7**							
3.1	Foundations for pumps							
3.2	Foundations and supports for suction pipelines and pressure pipes							
3.3	Foundations for working and communication platforms							
3.4	Sump rebuilding							

3.5	Supports and reinforcement of the ceiling beams							
3.6	Reconstruction of pumphouse walls and ceilings - passages for the new installations, blanking unnecessary openings							
3.7	Performance of the steel constructions of platforms, stairs, bridges							
3.8	Delivery and assembly of pumps in "low pressure" system,							
3.9	Delivery and assembly of pumps in "medium pressure" system,							
3.10	Delivery and assembly of pumps in "high pressure" system,							
3.11	Delivery and assembly of pumps in industrial water system							

3.12	Delivery and assembly of pipings in pumphouse area							
3.13	Delivery and assembly of all valves & accessories							
3.14	Delivery and assembly of different Utility [N2, compressed air, instrument air etc.] lines up to consumer lines (from Take over points)							
4	**Dry fan cooling tower**							
4.1	Delivery of new dry fan cooler							
4.2	Installation of the new dry fan cooler:							
4.3	Preparation of the excavation for the foundations							
4.4	Pouring foundations as per design of cooler assembly together with rain water drainage installation							

4.5	Assembly of the support construction of cooling tower together with platforms							-
4.6	Assembly of all segments of cooler							-
4.7	Selection, purchase and assembly of electrical engines (~400V) for fans together with alignment and supply connection							-
4.8	Connection of cooler segments together with supply and return collectors							-
4.9	Providing lights on the cooler and surrounding area							-
4.10	Assembly of measurement and control equipment							-

4.11	Installation of lightning protection (including measurements)							-
4.12	Protecting connection elements of the steel structures against corrosion and untightening due to vibrations							-
5	**Tunel energetyczny**							-
5.1	Delivery and installation of piping for low, medium and high pressure							-
5.2	Replacement of DN800 dirty water pipe							-
5.3	Replacement of pipe for slag granulation							-
5.4	Replacement of softened water pipe							-
6	**Blast Furnace no. 2**							-
6.1	Assembly of low pressure installation							-
6.2	Assembly of medium pressure installation							-

6.3	Assembly of high pressure installation							-
6.4	Assembly of industrial water circuit							-
6.5	Delivery and instalation of steel constructions, platforms, stairs							-
6.6	Installation of booster pumps with foundations							-
6.7	Instalation of 3 expansion tanks							-
6.8	Delivery and assembly of all valves & accessories							-
6.9	Delivery and assembly of different utilities (nitrogen, compressed air, instrument air etc.) lines up to consumer lines (from Take over points)							-

6.10	Delivery and assembly of insulation for for different pipings [as required]							-
7	**Control and measurement equipment**							-
7.1	Delivery and assembly of the components of control and measurement system (measuring equipment, transducers, electrical equipment, etc.)							-
7.2	Differential pressure transducers and pressure transducers with HART protocol for data exchange with the transducer.							-
7.3	Electromagnetic flowmeters supplied from 240 ACV network.							-

7.4	Temperature measurements by resistance thermometers Pt-100 equipped with thermometer wells.							-
7.5	Other necessary field instruments [i.e. vibration measurement for pumps]							-
7.6	Delivery and erection of cable trays							-
7.7	Parameterization of control and measurement equipment							-
8	**Automation and IT**							-
8.1	Prefabrication of automation and server cabinet.							-
8.2	Delivery and assembly of server cabinets							-
8.3	Delivery and assembly of UPS in the cabinets							-
8.4	Delivery and assembly of all automation system components.							

8.5	Construction of IT network dedicated for the automation system of the closed circuit cooling system in the area of pumping station no. 7 and BF#2.								
9	**Electrical scope**								
9.1	Delivery and assembly of electrical installations for all equipments								
9.2	Modernization of 0.4kV S-109 switching station								
9.3	Modernization of 0,4kV switching station for pumphouse no. 7								
10	**Commisioning**								
10.1	Dry cooling tower								
10.2	All pumps incl. first fill [oil, grease as applicable]								
10.3	Automation and control system								

10.4	Electrical installations							
10.5	Tests of logic and emergency systems							
11	**Heavy equipment (cranes, etc.)**							
12	**Training**							
13	**Interpreters**							
14	**Health and safety**							
14.1	Safety equipment							
14.2	Safety supervision							
15	**Spare Parts**							
15.1	Commissioning spares							
Total price								

BUYER'S INFORMATION:

Please provide the price of the subject matter of the contract in EURO or PLN, net values (not including VAT) and gross values.

These prices must include all costs related to the implementation of the subject matter of the contract, including:

1) the value of modernization of cooling system at Blast Furnace no. 2 in Dąbrowa Górnicza,
2) VAT,
3) all materials and devices used,
4) labor and equipment costs,
5) transport costs,
6) costs of securing the area
7) all fees related to the subject of the order,
8) costs of geodetic construction services,
9) insurance costs,
10) costs of loading and unloading,
11) all costs related to the comprehensive performance of the contract,
12) all fees and compensations for damages, costs and losses incurred in connection

with the implementation of the order.

Quotation of the price in another currency shall result in the Buyer's conversion of the price into EUR using the exchange rate tables (Table A - Average exchange rates for foreign currencies) of the National Bank of Poland as of the date specified in item VII.1 according to request for quotation (final date for submission of offers).

In case of negotiations with the Bidders and submission of final bids by them, the Buyer's conversion to the EUR currency will be made 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 the sentence above.

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.

4. *I confirm to have acquainted myself with the request for quotation together with its appendices and I do not raise any objections to it.*

5. *We declare that the deadline for completing the subject matter of the contract is 39 weeks from contract's signature for DDP delivery of cooling staves and 63 weeks from contract's signature for signature of Final Acceptance Protocol.*

6. *The bid is valid for 120 days counting from its submission date.*

7. *I declare I accept the wording of Significant Terms of Purchase from Appendix no. 6 of the Request for Quotation.*

8. I declare that in case of selecting our offer by the Buyer, we give our consent to the disclosure of information regarding the selection of our company (the result of the procedure, including information about the offered price for the contract subject matter, as well as the name of the Bidder with his full address) to the public, including publication on the Competitiveness Database.

9. *Term of payment:*

a) For down-payment: 30 days from invoice date
b) For other invoices: 60 days from invoice date

10. *We declare that due to the strict obligations of the Ordering Party resulting from the co-financing agreement that are given in the scope of the project completion date,* ***we hereby accept the fact that the Ordering Party will introduce the following provisions into the contract with the Contractor****: "Together with the invoice which requires security, a bank guarantee consistent with the essential issues of templates indicated in Appendix No 2 of this request for quotation. Failure to provide a bank guarantee or delivery of a bank guarantee inconsistent in essential matters with the Ordering Party's template will entitle the Ordering Party to refrain from any payments until the Contractor submits the relevant guarantee documents, and the Contractor will not be entitled to any claims for withheld payments".*

11. *I acknowledge that if I attest an untruth the bid shall be rejected.*

12. *Do you use the Integrated Management System? No / yes - please describe.*

13. *I declare that if this offer is selected, I agree to add to the wording of the contract for the purchase of the subject matter of the order the following wording:*

"The Contractor will be obliged to pay the Ordering Party the following contractual liquidated damages:
a) for failure to meet the deadline for blowing down the furnace,
b) for failure to meet the R.F.I.O.,
The maximum amount of liquidated damages resulting from the delay indicated in point a) and b) shall not exceed 10% of the contract value.
c) for failure to meet the guaranteed parameters.
The maximum amount of liquidated damages resulting from failure to meet the guaranteed parameters indicated in point c) may not be more than 10% of the contract value.
The maximum amount of liquidated damages resulting from the delay indicated in point a) and b) and failure to meet the guaranteed parameters indicated in point c) may not be more than 15% of the contract value."

APPENDICES TO THE BID:

1. Declaration confirming the fulfilment of the conditions from point IV.1 of the request for quotation no. 2/034/2021 of 21.05.2021,
2. Declaration confirming the fulfilment of the conditions from point IV.3 of the request for quotation bids no. 2/034/2021 of 21.05.2021,
3. Declaration confirming the fulfilment of the conditions from point IV.4 of the request for quotation bids no. 1/0034_21/2021 of 21.05.2021,
4. Declaration on the scope of the offer constituting the trade secret of the enterprise - IF APPLICABLE
5. Declaration on the list of manufacturing reference of order's subjects - IF APPLICABLE

……..…....., (date) ……
City, on

.....
Company stamp, stamp and signature of a representative

APPENDIX NO. 1 TO COMMERCIAL BID FORM
REFERS TO THE REQUEST FOR QUOTATION NO. 2/034/2021 OF 21.05.2021

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 activity 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 it declared its bankruptcy.
6. It is not in arrears with payment of public & legal fees, taxes, or contributions for social and health insurance premiums.
7. It was not convicted with a lawful decision for any crime committed in relation to the contract awarding procedure, for the crime of bribery, for a crime against the economic turnover or other crime committed in order to obtain financial benefits - 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. It was 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 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.
9. Other …….. - if applicable

……. ……
City 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 COMMERCIAL BID FORM
REFERS TO THE REQUEST FOR QUOTAION NO. 2/034/2021 OF 21.05.2021

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

STATEMENT
CERTIFYING THE FULFILMENT OF CONDITIONS OF PARTICIPATION IN THE PROCEDURE

I, the undersigned confirm the **absence** of grounds for exclusion from the procedure, indicated below:

a. 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, 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:

(1) 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,

(2) the damage was not voluntarily remedied by him until the day of initiation of the procedure,

(3) a contrario the non-performance or improper performance of a contract results from circumstances, for which the Bidder is liable.

b. 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,

c. 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 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,

d. 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 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,

e. limited partnerships and limited joint-stock partnerships whose 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 the environment, for bribery, for an offence against economic turnover or for any other offence committed with the aim of

f. 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,

g. 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 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,

h. collective entities, with respect to whom a court 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.

……. ……

City 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 COMMERCIAL BID FORM
REFERS TO THE REQUEST FOR QUOTAION NO. 2/034/2021 OF 21.05.2021

DECLARATION CERTIFYING THE FULFILMENT OF CONDITIONS FROM POINT **IV.4** OF THE REQUEST FOR QUOTATION

STATEMENT
OF NO CAPITAL OR PERSONAL LINKS WITH THE CONTRACTING PARTY

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

……. ……
City 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. 4 TO COMMERCIAL BID FORM
REFERS TO THE REQUEST FOR QUOTAION NO. **2/034/2021** of 21.05.2021.

DECLARATION ON THE SCOPE OF THE OFFER CONSTITUTING THE TRADE SECRET OF THE ENTERPRISE

I declare that the information contained in the offer submitted on ……, constituting a response to the Request for Quotation no. 2/034/2021 is a trade secret within the meaning of Art. 11 sec. 4 of the Act of April 16, 1993 on Combating Unfair Competition (Journal of Laws of 2003, No. 153, item 1503, as amended) in the following scope:
……..
……..
……..
……..
……..
……..

This information is a business secret as defined in art. 11 point 4 of the Act of April 16, 1993 on Combating Unfair Competition (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,
and the necessary steps have been taken to maintain 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 to persons who, due to the conducted activity, are interested in having it.
We also declare that the information contained in the offer submitted on …… remains business secret within the meaning of Art. 11 sec. 4 of the Act of April 16, 1993 on Combating Unfair Competition (Journal of Laws of 2003, No. 153, item 1503, as amended) on the date of signing this statement.

……. ……

City 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. 5 TO COMMERCIAL BID FORM
REFERS TO THE REQUEST FOR QUOTAION NO. **2/034/2021** of 21.05.2021.

DECLARATION ON THE LIST OF MANUFACTURING REFERENCE ORDER'S SUBJECTS

Aware of criminal liability for submitting a false declaration under Art 233 § 1 of the Criminal Code "Whoever by submitting a testimony to be used as evidence in court proceedings or other proceedings conducted under the Act, testifies untruthfully or conceals the truth, shall be liable to imprisonment from 6 months to 8 years", I voluntarily declare that:

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.

LIST OF REFERENCE ORDER SUBJECTS, INCLUDING NSTALLATIONS FOR COOLING INDUSTRIAL FACILITIES WITH USE OF WELDED JOINTS, MIN. 10,000 MB OF STEEL PIPES DIAMETER FROM DN40 - DN500 IN LESS THAN 100 DAYS WITHIN LAST 10 YEARS

L.P.	Buyer's name	Location	Year of implementation	Description of scope	Execution Time - from (month / year) - to (month / year) - (as General Contractor)	Contact details of the Buyer / End User

…….
City 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. 1b TO THE REQUEST FOR QUOTATION no. 2/034/2021 OF 21.05.2021

TECHNICAL BID FORM

The bid constitutes a reply to the request for quotation no. 2/034/2021 OF 21.05.2021 concerning **modernization of cooling system at Blast Furnace no. 2 in Dąbrowa Górnicza.**

1. **Data of the bidder**:

f. Name: ……..
g. Address of the registered office: ……
h. Taxpayer ID No. (NIP): …….
i. Business Entity ID No. (REGON): ……
j. Person authorized to contact the Buyer:
name and surname: ……
Phone: ……..
e-mail address: …….

2. **Reference to the entry criteria. The Ordering Party will verify the compliance of the submitted matter of the offer with the description of the subject matter of the contract by examining its completeness. Failure to meet one of the following requirements by the Bidder (being the entry criteria) will mean that the offer will be rejected and will not be subject to further evaluation.**

ENTRY CRITERIA FOR VARIANT 1:

No.	List of entry criteria to the next stage of the procedure for the modernization of the cooling system	Confirmation (YES/NO)	Description of the feasibility of the task Please complete the column The information contained in the table below is the basis for the Buyer's assessment of the Bidder's compliance with the technical and technological requirements. If only the YES / NO option is selected, the Buyer will assume that the condition has not been met	Bidder's comments! Please complete the column	Reference to the bid: Page no. Point no.
1	Declaration of acceptance of the AMP health and safety agreement				
2	Submission of at least 1 reference letter issued by the entity for which the cooling installation of industrial facilities was performed with the use of welded joints, min. 10,000 linear meters of steel pipes DN40 - DN500 in less than 100 days in the last 10 years (name of the buyer, location, year, description). If it is not possible to provide a reference letter, the Tenderer shall submit a statement containing a reference list with a list of completed industrial facilities cooling installations using welded joints, min. 10,000 m of steel pipes with a diameter of DN40 - DN500 in less than 100 days in the last 10 years The list must include: name of the buyer, location, year, description and contact				

	details of the buyer's representative (name and surname, e-mail address, telephone number) enabling AMP to confirm the information contained in the reference letter.				
3	The tenderer will submit a declaration that he is not in arrears with the payment of public law liabilities (taxes, social security contributions)				
4	The tenderer will make a declaration that within 60 days from the date of signing the contract, he has an appropriate third party liability insurance policy for the amount of at least EUR 5 million per event, with an annual accumulation of EUR 15 million. The policy must be valid / extended for the entire duration of the contract to the value indicated above				
5	Preparation and delivery to AMP of detailed and as-built documentation for the cooling system covering the energy, mechanical, construction, electrical, automatic and I&C branch in accordance with the requirements and scope described in the Technical Specification				
6	Acceptance of the parameters of the Basic Design				
7	Construction of the cooling system according to the assumptions of the basic design - 3 closed cooling systems, emergency water circuit, make-up water circuit, industrial water circuit, cooling of HBS elements				
8	Selection of a fan cooling tower according to the assumptions of the basic design				
9	Selection of a fan cooling tower according to the assumptions of the building design				
10	Adaptation of cooling towers from Krakow - for the variant of the offer with the use of Krakow equipment				
11	The use of BF5 cooling elements from Krakow - fan cooling tower, compensation tanks, pumps, fittings - for the variant of the offer with the use of Krakow equipment				
12	Verification of collisions with other BF2 repair projects				
13	Acceptance of the scope of disassembly of cooling installations and steel structures in accordance with the requirements described in the Technical Specification				
14	Presentation of the work schedule				
15	Acceptance of documentation standards (point 2.1 of technical spec.)				
16	All necessary demolition works needed to perform the installation in accordance with the basic design and included in the Technical Specifications are within the scope of the tenderer's works.				
17	The Tenderer will submit a statement that, as part of the AGREEMENT, prior to the commencement of works on the facility, he will provide the Health and Safety organization plan for the whole scope - Health and Safety				
18	Providing a project manager in the period from signing the contract to signing the PAC				

19	Providing a health and safety inspector for the duration of demolition / assembly and acceptance works.				
20	Compliance of the cooling installation with the PiD drawings				
21	Design and placing of pumps on new pedestals in pumping station no. 7				
22	Design and placing of pipelines of the new cooling system				
23	Design and execution of foundation of compensation tanks				
24	Detailed design and erction of installation of utilities media for the cooling system. Nitrogen, steam, air				
25	Detailed design of the industrial water system in the cast house				
26	Design of the cover of the pipes supplying the tuyere sets on the bustle pipe				
27	Design / selection of a new diesel tank as required, together with the motors supply system.				
28	Detailed design and connection of measuring devices of the blast furnace and the main BLT gearbox				
29	The use of heat exchangers of the current BF2 cooling				
30	Acceptance of the material requirements included in the Basic Design				
31	Acceptance of cooling system tests before BF2 blow-in				
32	Presentation of acceptance protocols for pumps, valves, welds, tanks				
33	Carrying out tests of the automation system for cooling systems and the dirty water circulation according to the specifications contained in the Technical Specification				
34	Acceptance of the scope of reconstruction of the intakes of the current circuit on the intakes of softened water in accordance with the technical specification				
35	Acceptance of the list of pumps				
36	Acceptance of the list of fittings				
37	Acceptance of the list of measuring devices				
38	The installation of circulation and auxiliary pumps with measuring systems				
39	Installation of suction and pressure pipelines in the pumping station No. 7, in the energy tunnel and between the pumping station number 7 and the fan coolin tower				
40	Installation of the control valve together with its power supply (if required) included in the design of the new cooling system				
41	Installation of a new diesel fuel tank that meets all UDT (Office of Technical Inspection) and fire protection requirements, as well as commissioning along with the installation supplying diesel engines with fuel				
42	Purchase of pipes for suction and discharge manifolds of pumps, fittings, mounting flanges, compensators and other necessary materials				
43	Buildings expansion tanks 3 pieces with all the instrumentation and supporting structure				
44	Installation of a cooling tower in accordance with the assumptions of the basic design and the requirements included in the specification				
45	Detailed design of the industrial water installation in the casthouse				
46	Design and erection of the necessary platforms to operate the cooling circuit fittings				
47	Marking the installation in accordance with the guidelines contained in point 6.2.3 of the technical specification				
48	Acceptance of the scope of commissioning of cooling systems specified in point 6.2.4				

49	Acceptance of point 6.2.3.1.2. - mechanical scope				
50	Finishing works in the pumping station hall, in the water conditioning room, in the electrical substation room				
51	Preparation of the floor and pedestals in accordance with the design prepared by the Contractor for the installation of new pumps with drives				
52	Design and execution of supports for pipelines				
53	Detailed design and execution of supporting structures for all pipelines included in the basic design, i.e. Blast Furnace, Pump Station, energy tunnel, fan cooling tower				
54	Purchase of materials and execution of pipeline supports				
55	Acceptance of the entire scope: analyzes and checks of structures, detailed designs, calculations as well as civil, assembly and dismantling works - comprehensively, in accordance with the provisions of the specification.				
56	Acceptance of the design scope in accordance with the requirements contained in the construction and building part.				
57	Acceptance of the scope of work in accordance with the requirements contained in the construction and building part.				
58	Acceptance of item 6.2.3.3.3. - Civil and construction scope				
59	Adaption of the road in the area of cooling towers				
60	Acceptance of the scope of disassembly of electrical installations and I&C in accordance with the requirements described in the Technical Specification				
61	Implementation of PLC software (cooling and circulation of dirty water) and SCADA visualization for these ranges				
62	The use of continuous measurement of pumping station operating parameters (bearing temperature, vibrations, pressure, water temperature, etc.) in industry technology 4.0				
63	Implementation of a dedicated standalone workstation connected to the controller directly via Ethernet to ensure full process control, including online trends, process alarms, events				
64	Implementation of a control cabinet with all accessories L0, L1 along with PLC software for the BF2 cooling system and the dirty water circulation system				
65	Providing full automation functionality for the BF2 cooling installation and the dirty water circuit included in the AMP technical specification and the attached basic design				
66	Delivery and guarantee of full openness of source codes. The Contractor will grant AMP the right to use the changes made and to use the source code and licenses of the software used. Electrical documentation should be in Eplan				
67	Confirmation of the design of the automation system in accordance with the AMP standards described in the specification and Annex 4				
68	Providing training for employees of AMP maintenance and operators in the field of PLC and SCADA programming, operation of I&C devices and control.				
69	Confirmation of the implementation of the fully automatic system for the installation of the dirty water circuit based on the attached basic design.				
70	Creating a common SCADA visualization for the BF2 cooling system and the dirty water circuit				

71	Connecting all drives and the automation and control system to the power supply				
72	Construction of a drive control system				
73	Installation of all I&C elements with functional tests of automation FTP				
74	Delivery of automation system components (both hardware and software licenses)				
75	Performing system start-ups (cold and hot), trainings, providing a comprehensive furnace cooling system with an automatic range of dirty water circulation to full production capacity.				
76	Ensuring the implementation of a complete project in the electrical branch by authorized designers				
77	Ensuring the delivery of all necessary electrical devices without exclusions with the presentation of target suppliers at the offer stage				
78	Ensuring the possibility of performing FAT checks for key elements - inverters, switchgear transformers				
79	Ensuring the performance of all start-ups (LV part - switching stations, control, configuration of inverters etc. and MV - start-up of medium voltage fields), post-assembly tests and delivery of complete quality documentation				
80	Acceptance of PLC driver requirements				
81	Acceptance of SCADA Requirements				
82	Acceptance of L0 and L1 Network Requirements				
83	Delivery of the materials contained in point 6.2.3.1.5. - Electric range				
84	Execution of the electrical scope in accordance with the assumptions of the technical specification				
85	Execution of anti-corrosion protection in accordance with the technical specification				
86	Conducting training for service and maintenance personel				
87	The minimum warranty period expected by the Investor is 24 months from the moment of signing the PAC protocol.				
88	Time from blow-down the BF2 to operational readiness ≤ 90 days				
89	Preparation and submission - together with the offer - of a detailed schedule, in the weekly basis, from the date of signing the contract to the date of blow-in the BF2 and signing the PAC				
90	Time needed by the company to be ready to blow-down the BF2 maximum 44 weeks from contract signature				
91	The tenderer will provide a list of exclusions in the form of a responsibility matrix - relating to the subject of the contract that is not an entry criteria - IF APPLICABLE. The list of exclusions may not lead to partial implementation of the subject of the order by the Supplier. The purpose of the list of exclusions is to show the Supplier's responsibility for the performance of the subject of the order. The list of exclusions may not constitute the scope of any supplementary or additional orders at a later stage of the project implementation.				

ENTRY CRITERIA FOR VARIANT 2:

No.	List of entry criteria to the next stage of the procedure for the modernization of the cooling system	Confirmation (YES/NO)	Description of the feasibility of the task Please complete the column The information contained in the table below is the basis for the Buyer's assessment of the Bidder's compliance with the technical and technological requirements. If only the YES / NO option is selected, the Buyer will assume that the condition has not been met	Bidder's comments! Please complete the column	Reference to the bid: Page no. Point no.
1	Declaration of acceptance of the AMP health and safety agreement				
2	Submission of at least 1 reference letter issued by the entity for which the cooling installation of industrial facilities was performed with the use of welded joints, min. 10,000 linear meters of steel pipes DN40 - DN500 in less than 100 days in the last 10 years (name of the buyer, location, year, description). If it is not possible to provide a reference letter, the Tenderer shall submit a statement containing a reference list with a list of completed industrial facilities cooling installations using welded joints, min. 10,000 m of steel pipes with a diameter of DN40 - DN500 in less than 100 days in the last 10 years The list must include: name of the buyer, location, year, description and contact details of the buyer's representative (name and surname, e-mail address, telephone number) enabling AMP to confirm the information contained in the reference letter.				
3	The tenderer will submit a declaration that he is not in arrears with the payment of public law liabilities (taxes, social security contributions)				
4	The tenderer will make a declaration that within 60 days from the date of signing the contract, he has an appropriate third party liability insurance policy for the amount of at least EUR 5 million per event, with an annual accumulation of EUR 15 million. The policy must be valid / extended for the entire duration of the contract to the value indicated above				
5	Preparation and delivery to AMP of detailed and as-built documentation for the cooling system covering the energy, mechanical, construction, electrical, automatic and I&C branch in accordance with the requirements and scope described in the Technical Specification				
6	Acceptance of the parameters of the Basic Design				
7	Construction of the cooling system according to the assumptions of the basic design - 3 closed cooling systems, emergency water circuit, make-up water circuit, industrial water circuit, cooling of HBS elements				
8	Selection of a fan cooling tower according to the assumptions of the basic design				
9	Selection of a fan cooling tower according to the assumptions of the building design				

10	Verification of collisions with other BF2 repair projects				
11	Acceptance of the scope of disassembly of cooling installations and steel structures in accordance with the requirements described in the Technical Specification				
12	Presentation of the work schedule				
13	Acceptance of documentation standards (point 2.1 of technical spec.)				
14	All necessary demolition works needed to perform the installation in accordance with the basic design and included in the Technical Specifications are within the scope of the tenderer's works.				
15	The Tenderer will submit a statement that, as part of the AGREEMENT, prior to the commencement of works on the facility, he will provide the Health and Safety organization plan for the whole scope - Health and Safety				
16	Providing a project manager in the period from signing the contract to signing the PAC				
17	Providing a health and safety inspector for the duration of demolition / assembly and acceptance works.				
18	Compliance of the cooling installation with the PiD drawings				
19	Design and placing of pumps on new pedestals in pumping station no. 7				
20	Design and placing of pipelines of the new cooling system				
21	Design and execution of foundation of compensation tanks				
22	Detailed design and erction of installation of utilities media for the cooling system. Nitrogen, steam, air				
23	Detailed design of the industrial water system in the cast house				
24	Design of the cover of the pipes supplying the tuyere sets on the bustle pipe				
25	Design / selection of a new diesel tank as required, together with the motors supply system.				
26	Detailed design and connection of measuring devices of the blast furnace and the main BLT gearbox				
27	The use of heat exchangers of the current BF2 cooling				
28	Acceptance of the material requirements included in the Basic Design				
29	Acceptance of cooling system tests before BF2 blow-in				
30	Presentation of acceptance protocols for pumps, valves, welds, tanks				
31	Carrying out tests of the automation system for cooling systems and the dirty water circulation according to the specifications contained in the Technical Specification				
32	Acceptance of the scope of reconstruction of the intakes of the current circuit on the intakes of softened water in accordance with the technical specification				
33	Acceptance of the list of pumps				
34	Acceptance of the list of fittings				
35	Acceptance of the list of measuring devices				
36	The installation of circulation and auxiliary pumps with measuring systems				
37	Installation of suction and pressure pipelines in the pumping station No. 7, in the energy tunnel and between the pumping station number 7 and the fan coolin tower				

38	Installation of the control valve together with its power supply (if required) included in the design of the new cooling system				
39	Installation of a new diesel fuel tank that meets all UDT (Office of Technical Inspection) and fire protection requirements, as well as commissioning along with the installation supplying diesel engines with fuel				
40	Purchase of pipes for suction and discharge manifolds of pumps, fittings, mounting flanges, compensators and other necessary materials				
41	Buildings expansion tanks 3 pieces with all the instrumentation and supporting structure				
42	Installation of a cooling tower in accordance with the assumptions of the basic design and the requirements included in the specification				
43	Detailed design of the industrial water installation in the casthouse				
44	Design and erection of the necessary platforms to operate the cooling circuit fittings				
45	Marking the installation in accordance with the guidelines contained in point 6.2.3 of the technical specification				
46	Acceptance of the scope of commissioning of cooling systems specified in point 6.2.4				
47	Acceptance of point 6.2.3.1.2. - mechanical scope				
48	Finishing works in the pumping station hall, in the water conditioning room, in the electrical substation room				
49	Preparation of the floor and pedestals in accordance with the design prepared by the Contractor for the installation of new pumps with drives				
50	Design and execution of supports for pipelines				
51	Detailed design and execution of supporting structures for all pipelines included in the basic design, i.e. Blast Furnace, Pump Station, energy tunnel, fan cooling tower				
52	Purchase of materials and execution of pipeline supports				
53	Acceptance of the entire scope: analyzes and checks of structures, detailed designs, calculations as well as civil, assembly and dismantling works - comprehensively, in accordance with the provisions of the specification.				
54	Acceptance of the design scope in accordance with the requirements contained in the construction and building part.				
55	Acceptance of the scope of work in accordance with the requirements contained in the construction and building part.				
56	Acceptance of item 6.2.3.3.3. - Civil and construction scope				
57	Adaption of the road in the area of cooling towers				
58	Acceptance of the scope of disassembly of electrical installations and I&C in accordance with the requirements described in the Technical Specification				
59	Implementation of PLC software (cooling and circulation of dirty water) and SCADA visualization for these ranges				
60	The use of continuous measurement of pumping station operating parameters (bearing temperature, vibrations,				

	pressure, water temperature, etc.) in industry technology 4.0				
61	Implementation of a dedicated standalone workstation connected to the controller directly via Ethernet to ensure full process control, including online trends, process alarms, events				
62	Implementation of a control cabinet with all accessories L0, L1 along with PLC software for the BF2 cooling system and the dirty water circulation system				
63	Providing full automation functionality for the BF2 cooling installation and the dirty water circuit included in the AMP technical specification and the attached basic design				
64	Delivery and guarantee of full openness of source codes. The Contractor will grant AMP the right to use the changes made and to use the source code and licenses of the software used. Electrical documentation should be in Eplan				
65	Confirmation of the design of the automation system in accordance with the AMP standards described in the specification and Annex 4				
66	Providing training for employees of AMP maintenance and operators in the field of PLC and SCADA programming, operation of I&C devices and control.				
67	Confirmation of the implementation of the fully automatic system for the installation of the dirty water circuit based on the attached basic design.				
68	Creating a common SCADA visualization for the BF2 cooling system and the dirty water circuit				
69	Connecting all drives and the automation and control system to the power supply				
70	Construction of a drive control system				
71	Installation of all I&C elements with functional tests of automation FTP				
72	Delivery of automation system components (both hardware and software licenses)				
73	Performing system start-ups (cold and hot), trainings, providing a comprehensive furnace cooling system with an automatic range of dirty water circulation to full production capacity.				
74	Ensuring the implementation of a complete project in the electrical branch by authorized designers				
75	Ensuring the delivery of all necessary electrical devices without exclusions with the presentation of target suppliers at the offer stage				
76	Ensuring the possibility of performing FAT checks for key elements - inverters, switchgear transformers				
77	Ensuring the performance of all start-ups (LV part - switching stations, control, configuration of inverters etc. and MV - start-up of medium voltage fields), post-assembly tests and delivery of complete quality documentation				
78	Acceptance of PLC driver requirements				
79	Acceptance of SCADA Requirements				
80	Acceptance of L0 and L1 Network Requirements				
81	Delivery of the materials contained in point 6.2.3.1.5. - Electric range				
82	Execution of the electrical scope in accordance with the assumptions of the technical specification				

83	Execution of anti-corrosion protection in accordance with the technical specification				
84	Conducting training for service and maintenance personel				
85	The minimum warranty period expected by the Investor is 24 months from the moment of signing the PAC protocol.				
86	Time from blow-down the BF2 to operational readiness ≤ 90 days				
87	Preparation and submission - together with the offer - of a detailed schedule, in the weekly basis, from the date of signing the contract to the date of blow-in the BF2 and signing the PAC				
88	Time needed by the company to be ready to blow-down the BF2 maximum 44 weeks from contract signature				
89	The tenderer will provide a list of exclusions in the form of a responsibility matrix - relating to the subject of the contract that is not an entry criteria - IF APPLICABLE. The list of exclusions may not lead to partial implementation of the subject of the order by the Supplier. The purpose of the list of exclusions is to show the Supplier's responsibility for the performance of the subject of the order. The list of exclusions may not constitute the scope of any supplementary or additional orders at a later stage of the project implementation.				

……..…....., (date) ……
City, on

.....
Company stamp, stamp and signature of a representative

APPENDIX NO. 2 TO THE REQUEST FOR QUOTATION no. 2/034/2021 OF 21.05.2021

1) **TEMPLATE OF BANK GUARANTEE PAYABLE ON FIRST DEMAND SECURING THE CLAIMS FOR DEFECTS**

(name and address of the beneficiary)

GUARANTEE PAYABLE ON FIRST DEMAND SECURING THE CLAIMS FOR DEFECTS

no. .....

We have been informed that ArcelorMittal Poland S.A. having its registered office in Dąbrowa Górnicza (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, in accordance with the terms of the Contract, the Contractor is to provide a bank guarantee to the Company in the amount of **[•]** to secure Company's claims resulting from statutory warranty for defects of the object of the Contract and Company's claims resulting from contractual quality guarantee granted by the Contractor, including Company's claims arisen as a result of exercise by the Company of the right of withdrawal from the Contract or the right to decrease the price.

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 obligations towards the Company resulting from statutory warranty for defects of the object of the Contract and Company's claims resulting from contractual quality guarantee granted by the Contractor, including Company's claims arisen as a result of exercise by the Company of the right of withdrawal from the Contract or the right to decrease the price.

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

2) <u>TEMPLATE OF BANK GUARANTEE PAYABLE ON THE FIRST REQUEST</u>

(name and address of the beneficiary)

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

We have been informed that ArcelorMittal Poland S.A. having its registered office in Dąbrowa Górnicza (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