

Dąbrowa Górnicza, 21.05.2021

REQUEST FOR QUOTATION no. 3/0784/2021

Due to realization of project called "Interoperational railway rails with standard and increased operating properties, intended for the construction of large- and conventional-speed railway lines, being characterized by very good flatness of the running surface and increased safety indicators resulting from the low level of residual magnetism" (project No.: POIR.01.01.01-00-0784/17) 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 "Industrial research and development work carried out by enterprises". 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 Control Block in rails finishing area of the rolling mill 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:
- 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,
 - the arrangements concerning the date of negotiations shall be run via electronic mail,
 - the negotiations shall solely cover those parameters which constitute the bids evaluation criteria,
 - 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,
 - 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,
 - 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,
 - The Buyer will make the final evaluation of the offers and select the Contractor, based on the last modified offer submitted by the bidder.
 - 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. As part of this procedure the Buyer **does not allow** the possibility of awarding variant bids.
- II.15. The submission of a bid is equal to the acceptance, without reservations, of the contents of this request for bid together with its appendices as well as the Contract Awarding Regulations.**
- II.16. The Bidders are entitled to means of legal protection in the form of a protest concerning the bids evaluation which is performed in accordance with the Contract Awarding Regulations.
- II.17. The documentation related to this request for quotation (together with appendices) must 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 Buyer and therefore has the

option of receiving the language version he needs.

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

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

Code / CPV codes¹: 38540000-2

Name of CPV code: Testing and measuring machines and apparatus

Code / CPV codes: 42995000-7

Name of CPV code: Various cleaning machines

The place of execution of the subject matter of the contract is Dąbrowa Górnicza, Poland.

ATTENTION:

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 a visit directly on the site, The site visit will take place upon the Bidder's written request. Bidders will have the right to undergo a one site visit.

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

The third solution is a video recording prepared by the Buyer regarding the existing infrastructure at ArcelorMittal Poland S.A. 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).

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

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 date of the on-site visit will be agreed upon after signing and returning the CONFIDENTIALITY STATEMENT by the Bidders. Due to the fact that **the deadline for submitting offers expires on 26th of June 2021 at 4:00 p.m. (CET)**, Bidders will have the right to undergo a one on-site visit.*

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

Time limit for the performance of the subject matter of the contract:

Completion of works and signing of the Final Acceptance Protocol no later than the end of March 2023 (entry criterion).

The Buyer 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 need for a third party to obtain a building permit, the Buyer reserves the right to change the HSM shutdown date in the event of a delay in obtaining the building permit, which may result in an extension of the deadline for the completion of the subject matter of the contract. In this case, the deadline for completing the subject matter of the contract will be adequately adjusted and the Parties will not pursue claims caused by the delay in this respect. The resulting possible delay in obtaining a building permit may not cause downtime in the performance of the subject matter of the contract in the scope of works that do not require obtaining such decisions.

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 Buyer 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 9-roller vertical straightener and Control Block 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 penalties that will be included in the content of the contract with the selected Bidder:

1. Payment terms:

- a) For advance invoices: 30 days from the invoice date,
- b) For other invoices: 60 days from the invoice date.

2. Liquidated Damages:

"The Contractor will be obliged to pay the Buyer the following contractual penalties:

- a) for failure to meet the deadline for delivery of detail engineering within the deadline agreed by the PARTIES in the CONTRACTUAL SCHEDULE,
- b) for failure to meet the deadline for full completion of deliveries agreed by the PARTIES in the CONTRACTUAL SCHEDULE
- c) for failure to meet the deadline for completing the subject matter of the contract agreed by the PARTIES in the CONTRACTUAL SCHEDULE and confirmed by mutual signature of Final Acceptance Protocol.

The maximum amount of penalties resulting from the delay indicated in point a), b) and c) shall not exceed 10% of the net contract value.

In the event of failure to meet the guaranteed parameters indicated below the "make good clause" will apply

No./ Nr	Performance parameter/ Parametry odbiorowe, wydajnościowe	Guaranteed value and acceptable limits
1	FMG: Required vertical flatness	up to 0,2 mm on the length of 3 m
2	FMG: Railway rails measurement speed	Up to 2m/s
3	FMG: Length of railway rails	Minimum length 10m, maximum length 130m
4	FMG: Accuracy of the measurement	< +/- 0.05 mm



5	FMG: The lowest measured value of amplitude	0,05mm
6	FMG: Sampling rate in the longitudinal direction	50mm
7	PMG: Length of railway rails: 10-130 m	Minimum length 10m, maximum length 130m
8	PMG: Railway rails measurement speed	Up to 2m/s
9	PMG: Accuracy of the measurement	< +/- 0.05 mm
10	PMG: Module must provide measurement of below parameters:	<ul style="list-style-type: none"> - Railway rail height - Head width - Chambers on both sides - Foot width - Left asymmetry - Right asymmetry - Foot asymmetry - Chamber width - Twitching - Foot convexity - Head shape (Head radius)
11	PMG: The minimum detected defect with a depth of	0,3mm
12	Cleaning machine: Railway rails measurement speed	Up to 2m/s

3. Warranty period and service response time:

- a) The required warranty period, counted from the signing of the Final Acceptance Protocol: minimum 24 months.
- b) The required response time for reporting a bug (technical contact or VPN connection) up to max. 24h from the notification, in the scope of 24/7. It is required to report the defect by e-mail

The submission of the offer by the CONTRACTOR constitutes a written consent to the above-mentioned conditions for the performance of the subject matter of the contract.

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

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. The Bidder will submit a declaration (in accordance with the template in APPENDIX 5 to the COMMERCIAL BID FORM attached) that has the necessary knowledge and experience as well as the technical potential and people able perform the contract.
- this condition will be confirmed by a statement regarding the list of execution of reference items order, including the installation of a control block for railway rails - required is submission of a list of completed installations of the Control Block from the last 15 years including the name of the buyer, location, year, description of the scope, time of completion - minimum one realization,
 - 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 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. 1mln EUR for one event with the annual accumulation 5mln 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 STATEMENT 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 Buyer, 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 Buyer 's template will entitle the Buyer 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 will verify the compliance of the submitted offer with the formal conditions and entry criteria set out in the table below (admission criteria).

Failure by the Bidder to meet the requirements indicated in the inquiry and in the table below will mean that the offer will be rejected and will not be subject to further evaluation.

ITEM	List of criteria admitting to the next stage of bids evaluation	Confirmation (YES/NO)	Description of task feasibility + List of works with the proposed technology of execution.	Remarks of the bidder / List of items /works with quantity	Reference to the bid: Page no. Point no.
1	Declaration of the Bidder on the acceptance of Health & Safety Agreement v. 5				
2	The Bidder shall submit a declaration that it is not in arrears with the payment of public & legal receivables (taxes, social insurance premiums)				
3	The Bidder will submit a statement that, as part of the AGREEMENT, the last delivery of the equipment will take place two weeks before the shutdown of the heavy rolling mill				
4	The Bidder will submit a statement that, as part of the AGREEMENT, he will deliver Basic engineering. This documentation will be provided within 3 months of contract signature date.				

5	The Bidder will submit a statement that, as part of the AGREEMENT, he will deliver Details engineering. This documentation will be provided within 12 months of contract signature date.				
6	The Bidder will prepare and submit, together with the offer, a detailed schedule, broken down into weeks, from the date of signing the contract up to the end of hot tests.				
7	The Bidder will submit a statement that as part of the AGREEMENT, he will perform assembly works and commissioning of the system (cold and hot tests), conduct training and lead the system to full production capacity.				
8	The Bidder will submit a statement that, as part of the AGREEMENT, he will maintain compliance of the devices used with the Insulation standard (AMP).				
9	The Bidder will submit a statement that, as part of the AGREEMENT, he will guarantees the delivery time from signing the contract to the commencement of the complete shutdown of the heavy section mill not longer than 12,5 months. The period may be extended in the event of a change in the deadline of the HSM shutdown.				
10	The Bidder will submit a statement that, as part of the AGREEMENT, he will will perform assembly, programming and commissioning works within 10 calendar days.				
11	The Bidder will submit a statement that, as part of the AGREEMENT, he will provide service instructions (manuals) of the installation/devices for regular maintenance in polish				

12	<p>The Bidder will submit a declaration (in accordance with the template in APPENDIX 5 to the COMMERCIAL BID FORM attached) that has the necessary knowledge and experience as well as the technical potential and people able perform the contract.</p> <p>- this condition will be confirmed by a statement regarding the list of execution of reference items order, including the installation of a control block for railway rails - required is submission of a list of completed installations of the Control Block from the last 15 years including the name of the buyer, location, year, description of the scope, time of completion - minimum one realization and has technical potential and people (resources) capable to perform the contract - this condition will be confirmed by a statement regarding the list of reference items, including the control and measuring block for railway rails - a list of completed control and measuring block for the last 15 years is required, including the name of the buyer, location, year, scope description, completion time - minimum one implementation.</p>				
13	<p>The Bidder will submit a statement that, as part of the AGREEMENT, it will grant a Guarantee - 24 months after signing the Final Acceptance Protocol.</p>				
14	<p>The Bidder will submit a statement that, as part of the AGREEMENT, he will provide training for operators, maintenance and automation engineers.</p>				
15	<p>The Bidder will submit a statement that, as part of the AGREEMENT, he will issue a Declaration of Conformity in accordance with the essential requirements of the relevant European Union Directives - and will mark the new devices with the CE mark</p>				
16	<p>The Bidder will submit a statement that as part of the AGREEMENT, he will guarantees the bidder's response time to the failure reported by AMP - up to 24 hours during the warranty period. Technical consultation or VPN connection. Possibility to report a failure by e-mail.</p>				

17	The Bidder will submit a statement that as part of the AGREEMENT, he will provide quantitative and qualitative supervision over the installation / assembly				
18	The Bidder will provide a list of exclusions / exclusions in the form of a liability matrix relating to the subject of the contract not constituting the acceptance criteria - IF APPLICABLE. The list of exclusions may not lead to partial implementation of the subject of the order by the Supplier.				
19	The list of exclusions may not constitute the scope of any supplementary or additional orders at a later stage of the project implementation.				
20	The Bidder will submit a statement that, as part of the AGREEMENT, he will provide a Safety Plan for the implementation of the order – Health and Safety Plan before the commencement of work on the facility.				
21	The Bidder will submit a statement that, as part of the AGREEMENT, he will provide a flatness measurement module - FGM compliant with the requirements of the technical specification, point 3.2.A, constituting an attachment to this request for quotation				
22	The Bidder will submit a statement that, as part of the AGREEMENT, he will provide a profilemeter compliant with the requirements of the technical specification, point 3.2.B, constituting an attachment to this request for quotation				
23	The Bidder will submit a statement that, as part of the AGREEMENT, he will provide a cleaning machine compliant with the requirements of the technical specification, point 3.2.C, constituting an attachment to this request for quotation				
24	The Bidder will submit a statement that, as part of the AGREEMENT, he will provide and install components of the automation and electric scope - including power / communication cables, pneumatics / hydraulics, diagnostic tools and others required for the proper				

	implementation of the project				
25	<p>The Bidder will provide a list of exclusions / exclusions in the form of a liability matrix relating to the subject of the contract not constituting the acceptance criteria - IF APPLICABLE. The list of exclusions may not lead to partial implementation of the subject of the order by the Supplier.</p> <p>The purpose of the list of exclusions is to show the Supplier's responsibility for the material 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.</p>				
26	<p>The Bidder will submit a statement that, as part of the AGREEMENT, he will provide a Safety Plan for the implementation of the order – Health and Safety Plan before the commencement of work on the facility.</p>				
27	<p>The Bidder will guarantee the accuracy level of the test for the waviness module and the profile meter $<+/- 0.05$ mm</p>				
28	<p>The Bidder will guarantee that the system detects a minimum defect of 0.3mm in depth</p>				
29	<p>The Bidder will submit a statement that, as part of the AGREEMENT, it will grant a Guarantee - 24 months after signing the Final Acceptance Protocol.</p>				
30	<p>The Bidder will guarantee that the project will be implemented by the end of March 2023, ending with the signing of the Final Acceptance Protocol.</p>				
31	<p>The Bidder will submit a statement that, as part of the AGREEMENT, prior to the commencement of works on the facility, he will provide the Order Performance Security Plan - Health and Safety</p>				

IV.3. The BUYER will verify the compliance of the submitted offer with the requirements of the description of the subject matter of the contract by examining the completeness of

the descriptions provided by the Bidder in relation to the technical specification constituting Appendix No. 5 to this inquiry.

Failure by the Bidder to meet the technical specification (Appendix No. 5) will result in rejection of the offer.

IV.4. The following Bidders shall be excluded from the contract awarding procedure:

- a. bidders who do not **meet the conditions specified under IV.1 IV.2 and IV.3 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.5 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* [EUR/PLN] * The offered price must include all costs related to the implementation of the subject matter of the contract.	80%	$C = (C_{mn} / C_{nob}) \times 70$, where C - number of points for a price C _{mn} - lowest bid price, net C _{nob} - the examined bid price, net
2	TP - Technical parameters* * Assessment will be carried out according to the table below.	20%	1) 0%=< <15% - TP = 0% 2) 15%=< <30% - TP = 2% 3) 30%=< <40% - TP = 5% 4) 40%=< <45% - TP = 7% 5) 45%=< <55% - TP = 9% 6) 55%=< <70% - TP = 12%

		7) 70%=< <85% - TP = 15% 8) 85%=< <100% - TP = 17% 9) 100% - TP = 20%
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Criterion: price (C)

Weight: 80%

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**.

IF APPLICABLE:

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**

When calculating this criterion, the BUYER will take into account the net price in EURO or PLN for the performance of the subject of the contract. These prices must include all costs related to the implementation of the subject matter of the contract, including:

- 1) the price of the modernization of Control Block in rails finishing area of the rolling mill in Dąbrowa Górnicza,
- 2) VAT,
- 3) all materials and devices used,
- 4) labour and equipment costs,
- 5) transport costs,
- 6) costs of land security,
- 7) all taxes and fees related to the subject of the order,
- 8) insurance costs,
- 9) costs of loading and unloading
- 10) all costs related to the comprehensive performance of the contract,
- 11) 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:

$$\text{Criterion „C”} = \frac{\text{Lowest price}}{\text{Price of the examined offer}} \times 100 \text{ pkt} \times 80 \% \text{ (weight of the criterion)}$$

Criterion: Technical parameters (TP)

Weight: 20%

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 parameter indicated below:

Item	Group	S.No	Parameters	Group Rating	Subgroup Rating	Total Subgroup Rating
A	Performance Guarantees / Quality	1	Test accuracy <+/- 0.05 mm	100%	30%	100%
		2	The minimum detected defect with a depth of 0.3mm		30%	
		3	Warranty 24 months		40%	

V.2. 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.

$$C = (\text{Cmn} / \text{C nob}) \times 80 \text{ where:}$$

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:

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		
						The obtained score (Scale: 1-10)	The calculated value of the element	Remarks
A	Guaranteed parameters/ Quality	100,00%						
1	Test accuracy <+/- 0.05 mm	0.05mm	30%	30,00%	>= 0,05mm = 0 points 0,05mm> accuracy >=0,03mm = 5 points <0,03mm = 10 points		0,0%	

2	The minimum detected defect with a depth of 0.3mm	0.3mm	30%	30,00%	$\geq 0,3\text{mm} = 0$ points $< 0,3\text{mm} = 10$ points		0,0%	
3	Warranty 24 months	24months	40%	40,00%	$\leq 24 = 0$ points $> 24 = 10$ points		0,0%	
Group Rating - Performance Guarantees / Quality			100,00%	100,00%			0,00%	
Total Score		100,00%		100,00%			0,00%	

The above table will allow 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 [%] / 20

- After determining the Total percentage value of the offered technical parameter included in the submitted offer, the award of points will be made in accordance with the following method:

- 1) $0\% \leq < 15\%$ - TP = 0%
- 2) $15\% \leq < 30\%$ - TP = 2%
- 3) $30\% \leq < 40\%$ - TP = 5%
- 4) $40\% \leq < 45\%$ - TP = 7%
- 5) $45\% \leq < 55\%$ - TP = 9%
- 6) $55\% \leq < 70\%$ - TP = 12%
- 7) $70\% \leq < 85\%$ - TP = 15%
- 8) $85\% \leq < 100\%$ - TP = 17%
- 9) 100% - TP = 20%

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

Analysis and evaluation of offers will be made by the Suppliers Selection Committee appointed by the Buyer.

Firstly, the formal conditions and admission criteria will be assessed.

The Buyer 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 Buyer, his offer will be rejected.

Next, the Suppliers Selection Committee will assess the fulfilment of the conditions required from Bidders.

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 Buyer receives from the Bidder the offer in only one language version, the Bidder is obliged to deliver to the Buyer the relevant translation within two weeks from receiving the request from the Buyer via e-mail. The translation shall include all the clarifications made by the Bidder.
- VII.4. The 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 Mr Piotr Muziol, EPO Department and inquiry no **3/0784/2021**. 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 Buyer.
- 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.

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

zbigniew.gryt@arcelormittal.com

Project Manager:

Mr Zbigniew Gryt + 48 668 860 133 zbigniew.gryt@arcelormittal.com

Detailed technical consultation conducted by:

Mr Artur Kaczmarczyk + 48 795 525 179 artur.kaczmarczyk@arcelormittal.com

For commercial matters:

capex-publictenders@arcelormittal.com

Mrs Marta Bodnar – marta.bodnar@arcelormittal.com

- VII.9. The costs related to preparation of a bid shall be incurred by a Bidder.
- VII.10. The bid must be prepared in accordance with the form which is included in appendix no. 1 to this request for quotation.

- VII.11. During the evaluation of bids the Buyer may request from the Bidders the provision of explanations and supplements to the content of their submitted bids.
- VII.12. The information 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.13. In case of the Bidders' failure to deliver the certificates or declarations confirming the fulfilment of the conditions for participation in a contract awarding procedure, the Suppliers Selection Committee may specify an additional deadline for their submission.
- VII.14. The bid must be accompanied by:
- Declarations that confirm the meeting of the contract-related conditions specified under point IV.1., IV.4. and IV.5 of this request for quotation,
 - A signed Work Health & Safety Agreement,
 - The Bidder's registration document or his power of attorney,
 - Declaration on the scope of the offer constituting the trade secret of the enterprise - IF APPLICABLE.
 - Declaration on the list of manufacturing reference order's subject,

VIII. BID VALIDITY PERIOD:

The bid should contain its binding validity period (at least 150 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:

- the administrator of personal data is ARCELORMITTAL POLAND S.A. based in Dąbrowa Górnicza;
- 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.
- 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;
- 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.

X. 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.4. and IV.5. of the request for quotation no. **3/0784/2021** of 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. Work Health & Safety Agreement,
4. Significant Conditions of Purchase - Acceptance Form,
5. Technical specification.

COMMERCIAL BID FORM

The bid constitutes a reply to the request for quotation no. **3/0784/2021** of 21.05.2021 concerning **modernization of Control Block in rails finishing area of the rolling mill in Dąbrowa Górnicza.**

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:

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

	PRICE	CURRENCY	IN WORDS
NET VALUE			
VAT VALUE (... %)			
GROSS VALUE			

2. 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. Completion of the table below is mandatory.*

No.	Item Name	Unit	Q-ty	Unit price	Value EUR - net DDP Dąbrowa Górnicza	Remarks
1.	Documentation					
1.1	Basic engineering – 3 sets	mhr				
1.2	Detail engineering - 3 sets	mhr				
1.3	As-built documentation + necessary instructions – 3 sets	mhr				
2.	Deliveries					



2.1	Communication cables	lm				
2.2	Cable trays	lm				
2.3	Power cables	lm				
2.4	FMG module - flatness module	lm				
2.5	PMG module - profile meter	pcs	1			
2.6	Cleanning machine	pcs	1			
2.7	PLC system to control new devices	set	1			
3.	Commissioning/assembly					
3.1	Assembly of FMG module	days				
3.2	Assembly of PMG module	days				
3.3	Cleanning machine assembly	days				
3.4	Programming work - start-up the entire system	days				
3.5	Connection and execution of cable trays for new devices	set				
4.	Others					
4.1	Spare parts 5% of total contract price	set				
4.2	Training	set				
4.3	Supervision over performed works	set				
	Total					

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 price of the modernization of Control Block in rails finishing area of the rolling mill in Dąbrowa Górnicza,
- 2) VAT,
- 3) all materials and devices used,
- 4) labour and equipment costs,
- 5) transport costs,
- 6) costs of land security,
- 7) all fees related to the subject of the order,
- 8) insurance costs,
- 9) costs of loading and unloading
- 10) all costs related to the comprehensive performance of the contract,
- 11) 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.

- 3.** I confirm to have acquainted myself with the request for quotation together with its appendices and I do not raise any objections to it.
- 4.** We declare that the deadline for completing the subject matter of the contract is end of March 2023 (entry criterion).
- 5.** The bid is valid for 150 days counting from its submission date.
- 6. 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.**
- 7.** I declare that I accept the Significant Conditions of Purchase attached in Appendix 5 to this Request for Quotation.
- 8.** We declare that due to the strict obligations of the Buyer resulting from the co-financing agreement that are given in the scope of the project completion date, **we hereby accept the fact that the Buyer 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 Buyer's template will entitle the Buyer 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".*
- 9.** I acknowledge that if I attest an untruth the bid shall be rejected.
- 10.** Do you use the Integrated Management System? No / yes - please describe.
- 11.** By submitting the offer, the Bidder declares that it is covered by "trade secret". - please indicate the elements covered by the "trade secret" in the "DECLARATION ON THE SCOPE OF THE OFFER CONSTITUTING THE TRADE SECRET OF THE ENTERPRISE", which is an appendix No. 4 to COMMERCIAL BID FORM to this RFQ.

APPENDICES TO THE BID:

1. Declaration confirming the fulfilment of the conditions from point IV.1 of the request for quotation no. **3/0784/2021** of 21.05.2021,
2. Declaration confirming the fulfilment of the conditions from point IV.4 of the request for quotation bids no. **3/0784/2021** of 21.05.2021,
3. Declaration confirming the fulfilment of the conditions from point IV.5 of the request for quotation bids no. **3/0784/2021** 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 order's subjects

.....
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. 1 TO COMMERCIAL BID FORM

REFERS TO THE REQUEST FOR QUOTATION NO. **3/0784/2021** 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. **3/0784/2021** of 21.05.2021

DECLARATION CERTIFYING THE FULFILMENT OF CONDITIONS FROM POINT **IV.4**
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 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. 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,
- g. 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. **3/0784/2021** of 21.05.2021.

DECLARATION CERTIFYING THE FULFILMENT OF CONDITIONS FROM POINT **IV.5**
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. 3/**0784/2021** 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. **3/0784/2021** 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. **3/0784/2021** of 21.05.2021.

**DECLARATION ON THE LIST OF MANUFACTURING REFERENCE SUBJECTS ORDER,
INCLUDING INSTALLATION OF VERTICAL STRAIGHTENER**

Aware of criminal liability for submitting a false declaration under Art 233 § 1of 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 INSTALLATION OF CONTROL BLOCK FOR
RAILWAY RAILS**

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

.....
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

TECHNICAL BID FORM

The bid constitutes a reply to the request for quotation no. **3/0784/2021** of 21.05.2021 concerning **modernization of Control Block in rails finishing area of the rolling mill in Dąbrowa Górnicza.**

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:

- 1. Reference to the entry criteria. The Buyer 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.**

ITEM	List of criteria admitting to the next stage of bids evaluation	Confirmation (YES/NO)	Description of task feasibility + List of works with the proposed technology of execution.	Remarks of the bidder / List of items /works with quantity	Reference to the bid: Page no. Point no.
1	Declaration of the Bidder on the acceptance of Health & Safety Agreement v. 5				
2	The Bidder shall submit a declaration that it is not in arrears with the payment of public & legal receivables (taxes, social insurance premiums)				

3	The Bidder will submit a statement that, as part of the AGREEMENT, the last delivery of the equipment will take place two weeks before the shutdown of the heavy rolling mill				
4	The Bidder will submit a statement that, as part of the AGREEMENT, he will deliver Basic engineering. This documentation will be provided within 3 months of contract signature date.				
5	The Bidder will submit a statement that, as part of the AGREEMENT, he will deliver Details engineering. This documentation will be provided within 12 months of contract signature date.				
6	The Bidder will prepare and submit, together with the offer, a detailed schedule, broken down into weeks, from the date of signing the contract up to the end of hot tests.				
7	The Bidder will submit a statement that as part of the AGREEMENT, he will perform assembly works and commissioning of the system (cold and hot tests), conduct training and lead the system to full production capacity.				
8	The Bidder will submit a statement that, as part of the AGREEMENT, he will maintain compliance of the devices used with the Insulation standard (AMP).				
9	The Bidder will submit a statement that, as part of the AGREEMENT, he will guarantees the delivery time from signing the contract to the commencement of the complete shutdown of the heavy section mill not longer than 12,5 months. The period may be extended in the event of a change in the deadline of the HSM shutdown.				
10	The Bidder will submit a statement that, as part of the AGREEMENT, he will will perform assembly, programming and commissioning works within 10 calendar days.				
11	The Bidder will submit a statement that, as part of the AGREEMENT, he will provide service instructions (manuals) of the installation/devices for regular maintenance in polish				



12	<p>The Bidder will submit a declaration (in accordance with the template in APPENDIX 5 to the COMMERCIAL BID FORM attached) that has the necessary knowledge and experience as well as the technical potential and people able perform the contract.</p> <p>- this condition will be confirmed by a statement regarding the list of execution of reference items order, including the installation of a control block for railway rails - required is submission of a list of completed installations of the Control Block from the last 15 years including the name of the buyer, location, year, description of the scope, time of completion - minimum one realization and has technical potential and people (resources) capable to perform the contract - this condition will be confirmed by a statement regarding the list of reference items, including the control and measuring block for railway rails - a list of completed control and measuring block for the last 15 years is required, including the name of the buyer, location, year, scope description, completion time - minimum one implementation.</p>				
13	<p>The Bidder will submit a statement that, as part of the AGREEMENT, it will grant a Guarantee - 24 months after signing the Final Acceptance Protocol.</p>				
14	<p>The Bidder will submit a statement that, as part of the AGREEMENT, he will provide training for operators, maintenance and automation engineers.</p>				
15	<p>The Bidder will submit a statement that, as part of the AGREEMENT, he will issue a Declaration of Conformity in accordance with the essential requirements of the relevant European Union Directives - and will mark the new devices with the CE mark</p>				
16	<p>The Bidder will submit a statement that as part of the AGREEMENT, he will guarantees the bidder's response time to the failure reported by AMP - up to 24 hours during the warranty period. Technical consultation or VPN connection. Possibility to report a failure by e-mail.</p>				

17	The Bidder will submit a statement that as part of the AGREEMENT, he will provide quantitative and qualitative supervision over the installation / assembly				
18	The Bidder will provide a list of exclusions / exclusions in the form of a liability matrix relating to the subject of the contract not constituting the acceptance criteria - IF APPLICABLE. The list of exclusions may not lead to partial implementation of the subject of the order by the Supplier.				
19	The list of exclusions may not constitute the scope of any supplementary or additional orders at a later stage of the project implementation.				
20	The Bidder will submit a statement that, as part of the AGREEMENT, he will provide a Safety Plan for the implementation of the order – Health and Safety Plan before the commencement of work on the facility.				
21	The Bidder will submit a statement that, as part of the AGREEMENT, he will provide a flatness measurement module - FGM compliant with the requirements of the technical specification, point 3.2.A, constituting an attachment to this request for quotation				
22	The Bidder will submit a statement that, as part of the AGREEMENT, he will provide a profilemeter compliant with the requirements of the technical specification, point 3.2.B, constituting an attachment to this request for quotation				
23	The Bidder will submit a statement that, as part of the AGREEMENT, he will provide a cleaning machine compliant with the requirements of the technical specification, point 3.2.C, constituting an attachment to this request for quotation				
24	The Bidder will submit a statement that, as part of the AGREEMENT, he will provide and install components of the automation and electric scope - including power / communication cables, pneumatics / hydraulics, diagnostic tools and others required for the proper				

	implementation of the project				
25	<p>The Bidder will provide a list of exclusions / exclusions in the form of a liability matrix relating to the subject of the contract not constituting the acceptance 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 material 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.</p>				
26	<p>The Bidder will submit a statement that, as part of the AGREEMENT, he will provide a Safety Plan for the implementation of the order – Health and Safety Plan before the commencement of work on the facility.</p>				
27	<p>The Bidder will guarantee the accuracy level of the test for the waviness module and the profile meter $<+/- 0.05$ mm</p>				
28	<p>The Bidder will guarantee that the system detects a minimum defect of 0.3mm in depth</p>				
29	<p>The Bidder will submit a statement that, as part of the AGREEMENT, it will grant a Guarantee - 24 months after signing the Final Acceptance Protocol.</p>				
30	<p>The Bidder will guarantee that the project will be implemented by the end of March 2023, ending with the signing of the Final Acceptance Protocol.</p>				
31	<p>The Bidder will submit a statement that, as part of the AGREEMENT, prior to the commencement of works on the facility, he will provide the Order Performance Security Plan - Health and Safety</p>				

.....
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 THE REQUEST FOR QUOTATION no. **3/0784/2021** 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) TEMPLATE OF BANK GUARANTEE PAYABLE ON THE FIRST REQUEST

(name and address of the beneficiary)

GUARANTEE PAYABLE ON THE FIRST REQUEST no.

We have been informed that ArcelorMittal 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