

Kraków, on 14.01.2022.

## REQUEST FOR QUOTATION no 01/211/2022

In relation to the implementation of the project "Developing and implementing an optimal logistics model and cooling model at the coil stockyard before pickling line in Cold Rollin Mill ArcelorMittal Poland S.A." (project no. POIR.01.02.00-00-0211/17-00), ) co-financed from the funds of the European Regional Development Fund and as part of the Smart Growth Operational Program 2014-2020, sub-measure 1.2 „Sector program B+R” (program of the National Centre for Research and Development no 7/1.2/2017\_INNOSTAL ) 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 **design, delivery ( DDP), installation commissioning and integration of safety system for the needs of ACE in Arcelor Mittal Poland plant in Kraków.**

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

### I. BUYER:

#### **ArcelorMittal Poland S.A.**

Al. J. Piłsudskiego 92

41-308 Dąbrowa Górnicza

[capex-publictenders@arcelormittal.com](mailto:capex-publictenders@arcelormittal.com)

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

### II. MODE / PROCEDURE :

- II.1. This procedure is not subject to the provisions of the act of 29th January 2004 on Public procurement law (i.e. J.oL. of 2021, item 1129, 1598).
- 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 will make the final evaluation of the offers and select the Contractor, based on the last modified offer submitted by the bidder.
  - h. 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 codes : 35120000-1.

Name of CPV code: Surveillance and security systems and devices.

The subject-matter of the contract is **design, delivery ( DDP), installation commissioning and integration of safety system for the needs of ACE**

**Safety system is to be manufactured in accordance with Technical specification (Appendix no 5), and in accordance with risk analysis for the complete ACE system performed by supplier of the OHT crane. Risk analysis is expected to be available in June 2022. Safety system is one of the projects realized in parallel in Arcelor Mittal plant in Kraków**

The place of execution of the subject matter of the contract is Kraków, 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).

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 February 18<sup>th</sup> 2022 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:**

The subject matter of the contract (Stage I and Stage II) to be completed no later than 9 months from signing the contract (admission criteria) Offers indicating longer period will be rejected.

After the completion, the safety system will be subject to 1-month commissioning, including cold and hot commissioning, followed by a 30-day test of system availability.

Delivery date is understood as the signing by the Ordering Party of a fault-free Final Acceptance Protocol (FAC), during which the final confirmation of the parameters and compliance with the technical conditions of the installation operation takes place.

**The main task is to design, prepare, install, start up and validate:**

- 6 safety zones, entry points to restricted areas (platforms) and electrical infrastructure for the Genesis ACE system.
- Connection of the system electrical infrastructure and safety zones to the currently existing electrical infrastructure and Mill.
- Safety system responsible for control of safety zones - preparation of start-up program.
- Integration of safety zone system with overhead cranes and Genesis ACE system.
- Supplying power and providing network for safety zone system equipment.

**Stage I**

In the range of:

- design of safety system
- design of fencing system for safety zones and electrical/electronic/network infrastructure
- manufacturing and installation of fencing for designated safety zones
- manufacturing and installation of electrical/electronic infrastructure
- cooperation with contractors of equipment working in safety zones

Will be completed within max. 7 (seven) months from the contract signature date and confirmed by **Stage I Completion Protocol.**

**Stage II**

In the range of:

- integration and commissioning of the safety zone systems with GENESIS ACE
- validation of technical solutions and safety zone system
- provision of instructions and trainings

Will be completed within max. 2 (two) months from the contract signature date and confirmed by **Stage II Completion Protocol**.

Final Acceptance Protocol is to be signed within 60 calendar days after the contract completion notified by supplier.

**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 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 (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) a) For advance invoices: 30 days from the invoice date,
- b) 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 liquidated damages:

- a) for failure to meet the deadline for full completion of deliveries agreed by the PARTIES in the CONTRACTUAL SCHEDULE
- b) For failure to meet the deadline for R.F.I.O. agreed by the PARTIES in the CONTRACTUAL SCHEDULE and confirmed by mutual signature of Final Acceptance Protocol.

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

**3. Warranty period and service response time:**

- a). The required warranty period, counted from the signing of the Final Acceptance Protocol: minimum 24 months. (admission criteria). Offers indicating shorter warranty will not be admitted
- b). The required response time for reporting a bug up to max. 24h from the notification, up to 72 h for the presence of the Bidder representative on the line in case it is required (admission criteria) Offers indicating longer times will not be admitted .
- c). Free service inspection during warranty period, once per year or more often
- d). Availability of post-warranty service for a minimum 5 years after the warranty period (not included in price offer)
- e). Technical support (direct/over VPN) during warranty period 24h/7 days per week.

**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.**

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

- IV.1. The awarding of a contract may be pursued by the 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 - 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. 3mIn EUR for one event with the annual accumulation 5mIn 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.
- m. Signed the Significant Conditions of Purchase

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. Verification will be done as a list :**

L.P.	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	Meeting the requirements of the Buyer specified in Appendix no. 5 (Technical Specification). The Bidder should also foresee all additional works not particularly listed in Annex no 5 (Technical Specification)				
2	Guaranteed parameter, which shall be verified during the acceptance performed by the Buyer: Meeting the system and safety zone performance requirements by: <ul style="list-style-type: none"> <li>- Emergency stopping of the movement of overhead travelling cranes, robot, walking beam in case of activation of the specified safety system (E-stop button marked as E on the Safety Zone Plan) and (emergency stop devices marked as ER on the Safety Zone Plan) according to the shutdown matrix. Checking the interruption of LB light barriers</li> </ul>				
3	Guaranteed parameter, which shall be verified during the acceptance performed by the Buyer: Performance and operation of safety system devices. <ul style="list-style-type: none"> <li>- Carrying out three tests of the entire system behaviour for independent tripping of each safety circuit, in accordance with the safety requirements.</li> </ul>				
4	Guarantee Period - minimum 24 months.				

	<b>confirmed by a statement</b>				
<b>5</b>	<p>Guarantee service:</p> <p>Response time - up to 24 hours from notification (up to 72 h for the presence of the Bidder representative on the line in case it is required)</p> <p><b>- confirmed by a statement.</b></p>				
<b>6</b>	<p>The lead time shall be maximum 9 months (nine months) from the date of signing the contract by the Bidder / Contractor.</p> <p>After the delivery, the safety system will be subject to 1-month commissioning, including cold and hot commissioning, followed by a 30-day test of system availability</p> <p>Bids that include lead times longer than the dates indicated above will be subject to rejection.</p>				
<b>7</b>	<p>The Bidder shall submit a Preliminary Schedule containing periods of time assumed for the completion of individual stages of the Project, in accordance with the stages listed below: (milestones)</p> <ul style="list-style-type: none"> <li>- Submission of the technical documentation for Owner's approval.</li> <li>- Completion of individual supplies that are of key importance to meet the installation and project completion deadlines,</li> <li>- Take-over of the work site and start of the installation works,</li> <li>- Installation of the safety system</li> <li>- Functional start-up,</li> <li>- Submission of a complete as-built documentation along with the required operating documentation to the Owner</li> </ul> <p>It should be also mentioned in the schedule that after the delivery, the safety system will be subject to 1-month commissioning, including cold and hot commissioning, followed by a 30-day test of system availability. The conditions for the commissioning and availability test are described in section 9.5. of Appendix no. 5 (Technical Specification)</p> <p>Scheduled deadlines shall be guaranteed by the Bidder/Contractor and shall be subject to commercial terms and conditions set forth in the Commercial Bid.</p> <p>.</p>				
<b>8</b>	<ul style="list-style-type: none"> <li>- The Bidder/Contractor shall be solely and entirely responsible for correctness of information, parameters and dimensions quoted in the documentation and shall be held liable for any damage arising from provision of incorrect information.</li> </ul> <p>Acceptance of technical documentation by ArcelorMittal Poland S.A. shall not assume mitigation or lifting of the Contractor's liability for the equipment.</p> <p><b>The Bidder shall confirm these conditions with a statement.</b></p>				



9	The Bid provided by the Bidder shall be accompanied by noise specifications for individual devices.				
10	The Bidder should apply the visual management model described in Appendix 4. The entire system provided by the Bidder should meet the visual management requirements				
11	The Bidder shall submit a declaration that within 30 days from the contract signing date, it shall hold a relevant third-party liability insurance policy for the value of min. EUR 3,000,000 per event with an annual accumulation of up to EUR 5 million The insurance will be valid (prolonged) during whole contract duration.				
12	- The Bidder/Contractor shall nominate the Site Manager with appropriate/required approvals for the whole period of construction/project execution until its completion.				
13	The Bidder/Contractor shall appoint a coordinator (Site/Project/Work Manager) responsible for supervision of proper course of works in all its aspects and at all stages of execution (quality, progress, on-time performance, etc.) and for cooperation and contacts with the Owner on an ongoing basis.				
14	- The Bidder/Contractor shall provide geodetic services for the construction/project being executed.				
15	Prior to the commencement of works the representatives of the Contractor shall submit proof of current medical examinations in the form of appropriate document (health passport or certificate confirmed by signature and stamp of a physician) and shall be trained in the scope of provisions for safety at work (Safety Manual, SOPs, HIRA) and fire prevention applicable in ArcelorMittal Poland, unit in Kraków. <b>The Bidder shall confirm these conditions with a statement</b>				
16	The Bidder/Contractor shall ensure that permanent safety supervision of works executed by the Contractor and/or its Subcontractors is performed by safety at work services (OHS Inspector) ( <u>during the working hours of the Contractor's and/or its subcontractors' employees</u> ). <b>The Bidder shall confirm these conditions with a statement.</b>				
17	The Bid price shall comprise costs of adaptation of employees and equipment to comply with OHS standards applicable in AMP. OHS standards are referred to in the documents constituting Appendix no. 3 to the Request for Quotation no. 01/211/2022 – familiarisation with and acceptance of these terms and conditions is a prerequisite for participation in subsequent stages of this tender procedure. <b>The Bidder shall confirm these conditions with a statement.</b>				
18	During the Project (during the working hours of Coordinator's and/or its subcontractors' employees), the Contractor's OHS Coordinator may not perform other duties at the construction site.				

	<b>The Bidder shall confirm these conditions with a statement.</b>				
19	<p>The presence of a qualified gas rescue service worker and a person qualified to administer pre-medical first aid is required in each team during the performance of the task (during working hours of the Contractor's and/or its subcontractors' employees)</p> <p><b>The Bidder shall confirm these conditions with a statement.</b></p>				
20	<p>The Contractor's employees carrying out work on power networks must have the following qualifications: Employees performing assembly works - licences for persons employed in positions related to operation of Group II and III equipment;</p> <p>Supervisors (supervising works) - licences for persons employed in positions related to Supervision of Group II and III equipment. If supervisory staff are to also perform physical work (e.g. foremen, masters), they must hold the licences listed above as well.</p> <p>Licences must be issued in accordance with the Regulation of the Minister of Economy, Labour and Social Policy of 28 April 2003 on specific rules for confirmation of qualifications held by personnel employed for operation of equipment, facilities and grids;</p> <p><b>The Bidder shall confirm these conditions with a statement.</b></p>				
21	<p>Production, segregation, transport, collection, storage and recycling of wastes produced during the implementation of the Project is the Bidder's/Contractor's responsibility. The Contractor shall have appropriate approvals required by the law to perform these activities</p> <p><b>The Bidder shall confirm these conditions with a statement.</b></p>				
22	<p>- The Bidder/Contractor shall ensure training for operators and maintenance personnel on tools/environment and software.</p> <p><b>The Bidder shall confirm these conditions with a statement.</b></p>				
23	<p>- The Bidder/Contractor shall ensure training for automation personnel - the training should ensure sufficient level of detail to enable Automation personnel to perform all possible changes in the software (e.g. adding or broadening of interface, changing of logic, changing/adding of the user interface, etc.).</p> <p><b>The Bidder shall confirm these conditions with a statement.</b></p>				
24	<p>The Bidder shall accept the Buyer's Matrix or present its proposal for a Responsibility Matrix, i.e. division of responsibilities/works clearly defining the Bidder's and the Buyer's scope of supply.</p>				
25	<p>The Bidder shall present the list of materials and works with indication of quantities</p>				

<b>26</b>	The Bidder shall present the list of suppliers and potential sub-suppliers.				
<b>27</b>	The Bidder shall provide a list of exclusions (work within the Buyer's scope of supply) if applicable				
<b>28</b>	The Bidder shall provide a declaration that the expertise and experience held, and site visit are sufficient to complete the entire task.				
<b>29</b>	The Bidder shall provide a declaration that the scope of supply and services will be completed in accordance with good engineering practice and in compliance with the provisions of law				
<b>30</b>	The Bidder shall provide a declaration that it will keep the Buyer's confidential information secret and will not make available technical, technological or any other information it has received in the course of this request for bid to any third party				

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; 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
  - 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*	90%	$C = (C_{mn} / C_{nob}) \times 90$ where: C - number of points for a price C <sub>mn</sub> - lowest bid price, net C <sub>nob</sub> - the examined bid price, net
2	<i>Project deadline (* only offers with deadline not longer than indicated in point III Description of the contract subject matter will be evaluated)</i>	10%	<b><u>Maximum allowable time is 9 months from signing the contract (admission criteria) Offers stating longer time will be rejected</u></b>  Evaluation covers completion time shorter than 7 months for Stage I and 2 months for Stage II- where 1% is awarded for reducing the completion time for every week (7 calendar days) calculated jointly for both stages  TR – total points for project deadline

Criterion: price „C” / **weight: 90 %**

- Please specify the prices in net values (without VAT) as well as in gross values.
- The price should be quoted in **EUR**

IF APPLICABLE:

- 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.I (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 item 3 above.*

When calculating this criterion, the BUYER will take into account the net price 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:

- the price of purchase of subject matter of the contract,
- VAT,
- all materials and devices used,
- labour and equipment costs,
- transport costs,
- costs of land security,
- all taxes and fees related to the subject of the order,
- cost of geodetic service
- insurance costs,
- costs of loading and unloading
- 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.

Then the bidder subtracts any discounts and rebates from these amounts and calculates the price for the performance of the subject of the contract. The price calculated in this way is included in the offer. This price will be taken into account by the Tender Committee when selecting the best offer. The offered price is valid for the entire period of validity of the offer

Criterion: Project deadline „TR” / **weight: 10 %**

The assessment will be based on:

- calculation of each time reduction by week (7 calendar days) up to maximum 10 weeks

V.2. Description of the manner of granting of points for the fulfilment of a given bid evaluation 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.

$C = (C_{mn} / C_{nob}) \times 90$  where: C - number of points for a price

$C_{mn}$  - lowest bid price, net

$C_{nob}$  - net price of the examined bid

Project deadline „TR”:

Score will be calculated by evaluation of completion time shorter than 7 months for Stage I and 2 months for Stage II, where 1% is awarded for reducing the completion time for every week (7 calendar days) calculated jointly for both stages

TR = 30 weeks (7 months) for Stage I and 9 weeks (2 months) for Stage II = 0%

TR = 27 weeks for Stage I and 8 weeks for Stage II = 4% (total time reduction by 4 weeks)

TR = 22 weeks for Stage I and 7 weeks for Stage II = 10% (total time reduction by 10 weeks)

Total deadline shorter than 29 weeks will not result in awarding additional points

**Final rating of the offer = Criterion „C” + Criterion „TR”**

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).

Buyer will select the most advantageous offer that obtains the largest number of summed up points.

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 favourable 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.

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 18.02.2022, 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](mailto:capex-publictenders@arcelormittal.com), [barbara.lewandowska@arcelormittal.com](mailto:barbara.lewandowska@arcelormittal.com) and [marta.bodnar@arcelormittal.com](mailto:marta.bodnar@arcelormittal.com)) The bid should be addressed to Ms Marta Bodnar and Ms Barbara Lewandowska, Department and inquiry no **01/211/2022**. 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. Due to the current epidemiological situation Offices of ArcelorMittal Poland S.A. remain closed. It is possible to submit the offer in person, however, only after prior arrangement with the Buyer
- VII.7. 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.8. Bids received after the deadline will not be evaluated.
- VII.9. 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](mailto:capex-publictenders@arcelormittal.com)

Mr Jacek Buzdygan, [Jacek.buzdygan@arcelormittal.com](mailto:Jacek.buzdygan@arcelormittal.com)

Mr Dariusz Kowalski [Dariusz.kowalski@arcelormittal.com](mailto:Dariusz.kowalski@arcelormittal.com) ;

**For commercial matters:**

[capex-publictenders@arcelormittal.com](mailto:capex-publictenders@arcelormittal.com)

Ms Barbara Lewandowska, [barbara.lewandowska@arcelormittal.com](mailto:barbara.lewandowska@arcelormittal.com)

Ms Marta Bodnar – [marta.bodnar@arcelormittal.com](mailto: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:
- 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,
  - Time schedule for realisation of subject matter of the contract
  - Exclusion list and scope not enclosed in the Technical Specification



## 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;  
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 INFORMAIION:

- X.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.

- X.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.
- X.3. The Buyer allows for advance payments.
- X.4. Submitting an offer is tantamount to accepting without reservations the content of this request for quotation with attachments and the Regulations.
- X.5. Bidders are entitled to a legal remedy in the form of a protest against the evaluation of offers in accordance with the Regulations.
- X.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.
- X.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.
- X.8. If the Bidder does not agree to the correction of errors within the time limit indicated by Buyer, his offer will be rejected.
- X.9. Subsequently, the committee will evaluate the fulfilment of the admittance conditions required from Bidders.
- X.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.
- X.11. The Buyer reserves the right to change the terms of the contract concluded as a result of this order. The changes may concern:
- the term of the Agreement - changes resulting from, among others from the extension of the project implementation,
  - 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,
  - changes indicated in the essential terms of the contract (if applicable).
  - Force majeure

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

#### APPENDICES:

- 1a. Bid form together with the information about the price and declarations 01/211/2022 z of 14.01.2022
- 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 fulfilment.
2. Templates of bank guarantees
3. Work Health & Safety Agreement
4. Significant Conditions of Purchase;
5. Technical Specification

APPENDIX NO. 1a TO THE REQUEST FOR QUOTATION no **01/211/2022** of 14.01.2022

### COMMERCIAL BID FORM

The bid constitutes a reply to the request for quotation 01/211/2022 of 14.01.2022 concerning design, delivery (DDP), installation commissioning and integration of safety system for the needs of ACE in Arcelor Mittal Poland plant in Kraków

#### 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			

#### INFORMATION :

Please specify the prices in net values (without VAT) as well as in gross values. The price should be quoted in EUR

If applicable:

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.I (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 item 3 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. 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.

L.P	ITEM NAME	UNIT	QTY	UNIT PRICE	VALUE	CURRENCY
1.A	Preparing and agreeing with AMP on DE technical documentation for the entire project and prefabrication of all components under the project (optionally, purchase of complete solutions if the Bidder/Contractor does not manufacture this type of equipment). STAGE I	mhr				
1.B	Supply of prefabricated units to the Owner (location - ArcelorMittal Poland S.A. – Cold Rolling Mill in Krakow) and storage of the components in a designated storage place. STAGE I	delivery				
2.A	Design of fencing system for safety zones and electrical, electronic infrastructure, and other technical protection measures according to the ACE system risk analysis. STAGE I	mhr				
2.B	Preparation of electrical/electronic/network infrastructure and installation of safety zone fencing and other technical protection measures. STAGE I	delivery				
3	Supplying power and providing network for safety zone system equipment. STAGE I	mhr				
4	Project commissioning (cold and hot commissioning, calibration, availability test). STAGE II	mhr				
5	Delivery of as-built documentation. STAGE II	delivery				
6	Trainings STAGE II	mhr				

**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) Price of design, delivery (DDP), installation commissioning and integration of safety system for the needs of ACE in Arcelor Mittal Poland plant in Kraków,
- 2) VAT,
- 3) all materials and devices used,,

- 4) labour and equipment used ,
- 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.*

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 subject matter of the contract (Stage I and Stage II) to be completed no later than 9 months from signing the contract (admission criteria) Offers indicating longer period will be rejected. After the completion, the safety system will be subject to 1-month commissioning, including cold and hot commissioning, followed by a 30-day test of system availability. Delivery date is understood as the signing by the Ordering Party of a fault-free Final Acceptance Protocol (FAC), during which the final confirmation of the parameters and compliance with the technical conditions of the installation operation takes place
6. The bid is valid for 120 days from offer submission date.
7. I declare that I accept the conditions indicated in the content of the inquiry in the scope of liquidated damages, payment terms and the warranty period.
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. I declare that I accept the Significant Conditions of Purchase attached in Appendix 4 to this Request for Quotation.
10. 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".
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.** 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.

**14. Completion deadline :**

The subject matter of the contract to be completed no later than 9 months from signing the contract (admission criteria)

Final Acceptance Protocol is to be signed within 60 calendar days after the contract completion notified by supplier

**15. Payment terms:**

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

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

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

**17.** I acknowledge that if the Buyer receives a grant that will cover the subject of the contract specified in the inquiry no. 01/211/2022 of 14.01.2022 the inquiry with attachments will be visualised in accordance with the regulations.

APPENDICES TO THE BID:

1. Declaration confirming the fulfilment of the conditions from point IV. 1 of the request for quotation no 01/211/2022 of 14.01.2022
2. Declaration confirming the fulfilment of the conditions from point IV. 3 of the request for quotation no 01/211/2022 of 14.01.2022
3. Declaration confirming the fulfilment of the conditions from point IV. 4 of the request for quotation no 01/211/2022 of 14.01.2022
4. Declaration on the scope of the offer constituting the trade secret of the enterprise.
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. 01/211/2022 of 14.01.2022

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

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

1. It has the licences necessary to perform a defined activity or action, if such licences are required by law.
2. It runs its 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 QUOTATION NO. 01/211/2022 of 14.01.2022

### 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 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 QUOTATION NO. 01/211/2022 of 14.01.2022

**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 QUOTATION NO. 01/211/2022 of 14.01.2022

**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. 01/211/2022 of 14.01.2022 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 QUOTATION NO. 01/211/2022 of 14.01.2022

#### DECLARATION ON THE LIST OF MANUFACTURING REFERENCE ORDERS' 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 INSTALLATION OF DELIVERY OF DEMAGNETIZERS

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

**APPENDIX NO 1b TO THE REQUEST FOR QUATATIO NO 01/211/2022 OF 14.01.2022.  
TECHNICAL BID FORM**

1. The bid constitutes a reply to the request for quotation no. 01/211/2022 of 14.01.2022 concerning design, delivery (DDP), installation commissioning and integration of safety system for the needs of ACE in Arcelor Mittal Poland plant in Kraków

**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: .....

**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**

L.P.	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	Meeting the requirements of the Buyer specified in Appendix no. 5 (Technical Specification). The Bidder should also foresee all additional works not particularly listed in Annex no 5 (Technical Specification)				
2	Guaranteed parameter, which shall be verified during the acceptance performed by the Buyer: Meeting the system and safety zone performance requirements by: - Emergency stopping of the movement of overhead travelling cranes, robot, walking beam in case of activation of the specified safety system (E-stop button marked as E on the Safety Zone Plan) and (emergency stop devices marked as ER on the Safety Zone Plan) according to the shutdown matrix. Checking the interruption of LB light barriers				
3	Guaranteed parameter, which shall be verified during the acceptance performed by the Buyer: Performance and operation of safety system devices. - Carrying out three tests of the entire system behaviour for independent tripping of each				

	safety circuit, in accordance with the safety requirements.				
<b>4</b>	Guarantee Period - minimum 24 months. <b>confirmed by a statement</b>				
<b>5</b>	Guarantee service: Response time - up to 24 hours from notification (up to 72 h for the presence of the Bidder representative on the line in case it is required) <b>- confirmed by a statement.</b>				
<b>6</b>	The lead time shall be maximum 9 months (nine months) from the date of signing the contract by the Bidder / Contractor.  After the delivery, the safety system will be subject to 1-month commissioning, including cold and hot commissioning, followed by a 30-day test of system availability  Bids that include lead times longer than the dates indicated above will be subject to rejection.				
<b>7</b>	The Bidder shall submit a Preliminary Schedule containing periods of time assumed for the completion of individual stages of the Project, in accordance with the stages listed below: (milestones)  - Submission of the technical documentation for Owner's approval.  - Completion of individual supplies that are of key importance to meet the installation and project completion deadlines,  - Take-over of the work site and start of the installation works,  - Installation of the safety system  - Functional start-up,  - Submission of a complete as-built documentation along with the required operating documentation to the Owner  It should be also mentioned in the schedule that after the delivery, the safety system will be subject to 1-month commissioning, including cold and hot commissioning, followed by a 30-day test of system availability. The conditions for the commissioning and availability test are described in section 9.5. of Appendix no. 5 (Technical Specification)  Scheduled deadlines shall be guaranteed by the Bidder/Contractor and shall be subject to commercial terms and conditions set forth in the Commercial Bid.  .				
<b>8</b>	- The Bidder/Contractor shall be solely and entirely responsible for correctness of information, parameters and dimensions quoted in the documentation and shall be held liable for any damage arising from provision of incorrect information.  Acceptance of technical documentation by ArcelorMittal Poland S.A. shall not assume				

	mitigation or lifting of the Contractor's liability for the equipment. <b>The Bidder shall confirm these conditions with a statement.</b>				
9	The Bid provided by the Bidder shall be accompanied by noise specifications for individual devices.				
10	The Bidder should apply the visual management model described in Appendix 4. The entire system provided by the Bidder should meet the visual management requirements				
11	The Bidder shall submit a declaration that within 30 days from the contract signing date, it shall hold a relevant third-party liability insurance policy for the value of min. EUR 3,000,000 per event with an annual accumulation of up to EUR 5 million The insurance will be valid (prolonged) during whole contract duration.				
12	- The Bidder/Contractor shall nominate the Site Manager with appropriate/required approvals for the whole period of construction/project execution until its completion.				
13	The Bidder/Contractor shall appoint a coordinator (Site/Project/Work Manager) responsible for supervision of proper course of works in all its aspects and at all stages of execution (quality, progress, on-time performance, etc.) and for cooperation and contacts with the Owner on an ongoing basis.				
14	- The Bidder/Contractor shall provide geodetic services for the construction/project being executed.				
15	Prior to the commencement of works the representatives of the Contractor shall submit proof of current medical examinations in the form of appropriate document (health passport or certificate confirmed by signature and stamp of a physician) and shall be trained in the scope of provisions for safety at work (Safety Manual, SOPs, HIRA) and fire prevention applicable in ArcelorMittal Poland, unit in Kraków. <b>The Bidder shall confirm these conditions with a statement</b>				
16	The Bidder/Contractor shall ensure that permanent safety supervision of works executed by the Contractor and/or its Subcontractors is performed by safety at work services (OHS Inspector) ( <u>during the working hours of the Contractor's and/or its subcontractors' employees</u> ). <b>The Bidder shall confirm these conditions with a statement.</b>				
17	The Bid price shall comprise costs of adaptation of employees and equipment to comply with OHS standards applicable in AMP. OHS standards are referred to in the documents constituting Appendix no. 3 to the Request for Quotation no. 01/211/2022 – familiarisation with and acceptance of these terms and conditions is a prerequisite for participation in subsequent stages of this tender procedure. <b>The Bidder shall confirm these conditions with a statement.</b>				

18	<p>During the Project (during the working hours of Coordinator's and/or its subcontractors' employees), the Contractor's OHS Coordinator may not perform other duties at the construction site.</p> <p><b>The Bidder shall confirm these conditions with a statement.</b></p>			
19	<p>The presence of a qualified gas rescue service worker and a person qualified to administer pre-medical first aid is required in each team during the performance of the task (during working hours of the Contractor's and/or its subcontractors' employees)</p> <p><b>The Bidder shall confirm these conditions with a statement.</b></p>			
20	<p>The Contractor's employees carrying out work on power networks must have the following qualifications: Employees performing assembly works - licences for persons employed in positions related to operation of Group II and III equipment;</p> <p>Supervisors (supervising works) - licences for persons employed in positions related to Supervision of Group II and III equipment. If supervisory staff are to also perform physical work (e.g. foremen, masters), they must hold the licences listed above as well.</p> <p>Licences must be issued in accordance with the Regulation of the Minister of Economy, Labour and Social Policy of 28 April 2003 on specific rules for confirmation of qualifications held by personnel employed for operation of equipment, facilities and grids;</p> <p><b>The Bidder shall confirm these conditions with a statement.</b></p>			
21	<p>Production, segregation, transport, collection, storage and recycling of wastes produced during the implementation of the Project is the Bidder's/Contractor's responsibility. The Contractor shall have appropriate approvals required by the law to perform these activities</p> <p><b>The Bidder shall confirm these conditions with a statement.</b></p>			
22	<p>- The Bidder/Contractor shall ensure training for operators and maintenance personnel on tools/environment and software.</p> <p><b>The Bidder shall confirm these conditions with a statement.</b></p>			
23	<p>- The Bidder/Contractor shall ensure training for automation personnel - the training should ensure sufficient level of detail to enable Automation personnel to perform all possible changes in the software (e.g. adding or broadening of interface, changing of logic, changing/adding of the user interface, etc.).</p> <p><b>The Bidder shall confirm these conditions with a statement.</b></p>			
24	<p>The Bidder shall accept the Buyer's Matrix or present its proposal for a Responsibility Matrix, i.e. division of responsibilities/works clearly defining the Bidder's and the Buyer's scope of supply.</p>			



<b>25</b>	The Bidder shall present the list of materials and works with indication of quantities				
<b>26</b>	The Bidder shall present the list of suppliers and potential sub-suppliers.				
<b>27</b>	The Bidder shall provide a list of exclusions (work within the Buyer's scope of supply) if applicable				
<b>28</b>	The Bidder shall provide a declaration that the expertise and experience held, and site visit are sufficient to complete the entire task.				
<b>29</b>	The Bidder shall provide a declaration that the scope of supply and services will be completed in accordance with good engineering practice and in compliance with the provisions of law				
<b>30</b>	The Bidder shall provide a declaration that it will keep the Buyer's confidential information secret and will not make available technical, technological or any other information it has received in the course of this request for bid to any third party				

.....  
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 QUATATIO NO 01/211/2022 OF 14.01.2022.**

**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