

Dąbrowa Górnicza, 13.04.2022

## REQUEST FOR QUOTATION no. 1/0438/2022

Due to realization of project called "Reliable and durable in operation, modern railway rails with a length of 120 m, characterized by high mechanical properties, high resistance to cracking and a modified microstructure of the material due to the modernization of the cooling process after rolling". (project no. POIR.01.01.01-00-0438/17), co-financed from the funds of the European Regional Development Fund and as part of the Smart Growth Operational Program 2014-2020, sub-measure 1.1.1 "Industrial research and development work carried out by enterprises" and in relation to the obligation to make purchases based on the most economically advantageous offer, while observing the principles of fair competition, effectiveness, openness and transparency, **the Company ArcelorMittal Poland S.A.** makes a request for quotation concerning **modernization of the mechanical rail head hardening system in DWD Dąbrowa Górnicza.**

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

### I. BUYER:

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

Al. J. Piłsudskiego 92

41-308 Dąbrowa Górnicza

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

www: <http://poland.arcelormittal.com/>

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

### II. PROCEDURE:

- II.1. This procedure is not subject to the provisions of the act of 29th January 2004 on Public procurement law (i.e. J.oL. of 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 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) shall be prepared in the Polish and English language. In case of discrepancies in the contents of the indicated documentation, the English version of the bid shall be binding.
- II.18. In a situation where one of the documents is prepared in only one language version, the Bidder, may send an e-mail request addressed to the Ordering Party and therefore has the option of receiving the language version he needs.
- II.19. In the situation when the Ordering Party receives from the Bidder the offer in only one language version, the Bidder is obliged to deliver to the Ordering Party the relevant translation within two weeks from receiving the request from the Ordering Party via e-mail. The translation shall include all the clarifications made by the Bidder.
- II.20. In the event that the selected Contractor withdraws from concluding the contract with the Ordering Party or if the contract is not signed within 60 days from the announcement of the information on the selection of the best offer, the Ordering Party has the right to conclude a contract with the next Contractor who obtained the next highest number in the contract award procedure. points.

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

Code / CPV codes<sup>1</sup>: 51134000-0, 51514100-9, 51541400-0, 51111100-4, 51111300-6

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



Name of CPV code: Installation services of compressors, Installation services of machines and equipment for water purification or filtering, Installation services of metallurgical machines, Installation services of electric motors, Installation services of transformers

The subject of the contract is the **modernization of the mechanical rail head hardening system.**

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

ArcelorMittal Poland S.A. in order to improve the quality of the manufactured rails, it plans to modernize the installation into a rail head hardening line and install a vertical roller straightener. All mechanical equipment will be provided by the technology supplier. Hardening the rail head will allow to achieve its high mechanical parameters: high wear resistance, fatigue caused by rolling contact, cracking and tensile strength, and high hardness. Straightening the rails in the new vertical straightener will ensure better straightness and minimize residual stresses. The new hardening line will be installed after the last rolling stand and before the hot saws. The assembly will include the installation of hoists, a new control room, assembly of two polymer baths - ~ 130m in length with a tilting system, assembly of brackets for piping, assembly of two steam demisters at the beginning and end of the head hardening line, assembly of brackets on the B3 building for the piping system, installation of two ~ 23m high chimneys and installation of accessories inside the new building - the technological part of polymer preparation. Installation of a new fence - fencing of the hardening line and installation of protective barriers on the B3 electrical building. It will be the Bidder's responsibility to provide sufficient personnel and equipment / tools to complete the work on time.

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

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

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

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

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

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

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

**ATTENTION:**

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

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

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

DETAILED INFORMATION ON POSSIBILITIES FOR A REMOTE SITE VISIT:



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

After receiving an e-mail from the Buyer to the e-mail address indicated earlier, please join the meeting by pressing the "Join meeting" button (or a similar button - depending on the platform used). The Bidder, agreeing on the date of the vision, must indicate the names of the people who will participate in the remote vision. Due to the organizational reasons, the Bidder has the right to include a maximum of 10 participants.

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

Before videoconference starts, make sure the camera is not covered and that the microphone and speaker in the workstation are working properly. **The Bidder cannot record the course of the meeting (complete ban).** A voice recording of the meeting will be done by the Buyer.

The panel meeting takes place in the form of questions and answers.

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

**The deadline for completing the subject of the contract: 62 days from the indicated date of commencement of work after the conclusion of the contract with the selected Bidder. The implementation date is divided into 4 stages**

- **Installation before the standstill of the rolling mill: 31 days from the date of the final assembly commencement date (entry criteria) completed with a signed protocol**
- **Installation during the standstill of the rolling mill: 23 days ended with a protocol signed by both parties and declaration of readiness for testing**
- **Execution of finishing works: 8 days from the installation, during the standstill of the rolling mill, completed with an acceptance protocol**
- **Hot tests: 2 months from the end of the works, completed with the signing of the Final Acceptance Protocol**

**The duration of the individual stages of order completion described above is one of the entry criteria.** Offers that will indicate longer deadline of order completion will be rejected. Completion of the subject matter of the contract is understood as the signature by the Ordering Party of a fault-free Final Acceptance Protocol, during which the final confirmation of the achievement and compliance with the technical conditions of installation's operation takes place.

**Only those offers whose completion date is as specified according this inquiry or shorter than 67 weeks from contract's signature date are allowed for evaluation.**

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

Due to the fact that the implementation of the subject matter of the contract covered by this request for quotation is related to the project implemented by the Ordering Party and is covered by the co-financing agreement and due to the rigors related to the period of expenditure eligibility related to, inter alia, commissioning of research equipment on time (which is directly related to delivery deadlines of the Bidder and the signature of the final acceptance protocol - constituting the last milestone in the implementation of the subject matter of the contract),



the content of the contract for the implementation of the subject matter of the contract will include provisions regarding, (among others) contractual penalties related to resulting delays. The submission of the offer by the Bidder constitutes a written consent to the following terms of the performance of the subject matter of the contract, which will then be included in the content of the contract with the selected Bidder.

**Provisions regarding payment terms and contractual penalties that will be included in the content of the contract with the selected Bidder:**

1. Payment terms:

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

2. Liquidated damages:

The Contractor will be obliged to pay the Ordering Party the following liquidated damages:

- a) for failure to meet the deadline
- b) for failure to meet the R.F.I.O.

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

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

**Warranty requirements**

- a. Warranty: min. 24 months starting from the signature of the final acceptance protocol (admission criterion). Offers with shorter warranty term will be excluded from the proceeding.

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

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

- a. have the licences for execution of a certain activity or action, if the regulations impose an obligation to have such licences - a condition confirmed with a statement,
- b. run an activity which is consistent with the description of the contract subject matter - a condition confirmed with a statement,
- c. have the necessary knowledge and experience as well as the technical potential and people able to perform the contract - a condition confirmed with a statement together with credentials - **Submission of declaration containing a reference list with a list of completed modernization works with a minimum value of PLN 1,000,000 in the last 7 years. The list must contain: the buyer's name, location, year, job description, and contact details of the buyer's representative (name, e-mail address, telephone number) enabling AMP to validate the information contained in the reference letter.**
- d. are in a financial and economic situation which ensures the performance of the contract - condition confirmed with experience,
- e. are neither in a state of liquidation nor have they announced their bankruptcy - a condition confirmed with a statement,



- f. are not in arrears with the payment of public & legal fees, taxes, or contributions for social or health insurance - the Bidder shall present a declaration/certificate, that it is not in arrears with the above-mentioned payments (public & legal fees, taxes, social insurance premiums),
  - g. will 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. 2 mln EUR for one event with the annual accumulation 6 mln Euro. The policy shall be valid/extended for the entire contract term for the value indicated above,
  - h. were not convicted with a lawful decision for any crime committed in relation to the contract awarding procedure, for the crime of bribery, for a crime against the economic turnover or other crime committed in order to obtain financial benefits - as a partner of a registered partnership, a partner or management board member of a professional partnership; a general partner of a limited partnership as well as a limited joint-stock partnership; a member of the management body of a legal person,
  - i. were not validly sentenced for an offence committed in connection with a contract award procedure, for bribery, for an offence against economic turnover or for any other offence committed with the aim of gaining financial profits - as a partner of a registered partnership, a partner or management board member of a professional partnership; a general partner of a limited partnership as well as a limited joint-stock partnership; a member of the management body of a legal person,
  - j. signed the confidentiality agreements or declarations in accordance with the template specified by the Buyer, which has been attached to this request, and with the purpose of receiving of a full description of the contract subject matter - if applicable,
  - k. signed the Work Health & Safety Agreements according to a template attached to the present request for quotation,
  - l. The Contractor will deliver to the Ordering Party, together with the invoice which requires security, a bank guarantee consistent with the essential issues of templates indicated in Appendix No 2 of this request for quotation. Failure to provide a bank guarantee or delivery of a bank guarantee inconsistent in essential matters with the Ordering Party's template will entitle the Ordering Party to refrain from any payments until the Contractor submits the relevant guarantee documents, and the Contractor will not be entitled to any claims for withheld payments.
  - m. The Contractor will submit a statement that, as part of the AGREEMENT, prior to the commencement of works on the facility, he will provide the Security Plan for the implementation of the order - Health and Safety,
- IV.2. The Buyer shall verify the compliance of the presented bid with the requirements of the description of the contract subject matter through examination of the completeness of the presented descriptions. A failure to fulfil one of the below mentioned requirements by the bidder will mean that the bid was rejected and will not be subject to further evaluation. The verification shall be performed in the form of a checklist:

I.p.	List of criteria admitting to the next stage of bids evaluation for modernization of cooling system	Confirmation (YES/NO)	Description of the feasibility of the task  The information contained in the table below is the basis for the Buyer's assessment of the Bidder's compliance with the technical and technological requirements.	Bidder's comments!	Offer reference: Page number. Item no
1	The Bidder confirms on the acceptance of Health & Safety Agreement applicable in AMP - the Agreement is attached as Annex 4 to the inquiry 1/0438/2022				



2	The Bidder shall submit a declaration that it is not in arrears with the payment of public & legal receivables (taxes, social insurance premiums)				
3	The Bidder will submit a statement that, as part of the AGREEMENT, it will have human resources (incl. works manager with building license for UDT according to polish building law, surveyor, project manager, health and safety supervision, crane operator) and equipment / tools necessary to perform the assembly work within the time limit indicated by the ordering party.				
4	The Bidder will submit a statement that, as part of the AGREEMENT, he will ensure the presence of an assembly manager, who will report the progress of work to AMP. Communication in English required - AMP allows the participation of an interpreter.				
5	The Bidder will submit a statement that as part of the AGREEMENT, he will assemble the delivered devices in accordance with the technical and assembly documentation and in accordance with the latest technical knowledge. Any deviations from the documentation will be reported on an ongoing basis and will require written approval.				
6	The Bidder will submit a statement that, as part of the AGREEMENT, it will provide a work cycle during the performance of works 24/7, all shifts will be fully covered. Work that does not affect the production process should start before HSM stoppage.				
7	Together with the offer, the Bidder will present a general Project implementation schedule, including the stages of implementation in accordance with the Schedule indicated in point III of this RFQ..				
8	The Bidder will present a detailed Project implementation schedule, including the stages of implementation, in accordance with the Schedule indicated in point III of this request for quotation no later than 30 days before the commencement of works on the HSM. The schedule will take into				



	account the branch coordinations in order to determine the correct sequence of work. The schedule must comply with paragraph. 3.1.9 and 4 of the technical specification.				
9	The Bidder will submit a statement that, as part of the AGREEMENT, it will grant a Warranty - 24 months after signing the Final Acceptance Protocol.				
10	The Bidder will provide a list of exclusions - liability matrix - for the subject of the contract that is not an acceptance criterion - IF APPLICABLE				
11	The Bidder will confirm that it accepts the work being carried out under the supervision of an AMP representative and a representative of the main technology provider.				

Substantive description concerning the method of implementation of the subject of the contract;

Performing mechanical assembly on the basis of the documentation provided by the ordering party - any deviations from the documentation must be approved by the representative of AMP and the technology supplier. The assembly will include the installation of 12 hoists collecting the rail from the roller table, a new control room (for the operator), installation of two polymer baths - ~ 130m in length with a rail tilting system, installation of supports for piping - supplying and receiving media (water, steam, polymer), installation of a support construction on the roof of the B3 building - roof reinforcement, installation of two demisters at the beginning and end of the head hardening line, installation of brackets on the B3 building for the piping system, installation of two chimneys ~ 23m high with roof flashing (sealing included in the Bidder's delivery) and assembly of accessories - technological part of polymer preparation - list of devices described in point 3.1.4.a. Installation of a new fence - fencing of the hardening line and installation of protective barriers on the B3 electrical building. Installation of a transformer - 8 tons inside the B3 electric building - construction of the road (2 pieces, ~ 10 m long) for the transformer; cutting out 48 holes in the covers protecting the right roller table.

Final Acceptance Protocol signing conditions (project closing protocol):

The assembly of all the supplied equipment in the mechanical scope based on the provided execution assembly documentation. The verification will be carried out and confirmed by a three parties - Contractor's representative, AMP's representative, technology supplier's representative - signing the Final Acceptance Protocol. The final verification will take place after checking the functionality of all installed devices.

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

- a. bidders who do not meet the conditions specified under IV.1 and IV.2 of this request for quotation;
- b. bidders who over the last 3 years before initiation of the procedure caused a damage by not performing a contract or by performing it in an improper manner, whereas the said damage was not voluntarily remedied by the day of initiation of the procedure, unless the non-performance or improper performance results from circumstances for which the Bidder is not liable. Therefore the Buyer will exclude from the procedure such bidder who will jointly meet all of the following premises:
  - (1) within the last 3 years before initiation of the procedure the Bidder caused a damage by not performing a contract or by performing it in an improper manner,
  - (2) the damage was not voluntarily remedied by him until the day of initiation of the procedure,
  - (3) a contrario the non-performance or improper performance of a contract results from circumstances, for which the Bidder is liable.
- c. natural persons, who have been validly sentenced for an offence committed in connection with a contract award procedure, offence against the rights of people performing paid work, offence against the environment, for bribery, for an offence against economic turnover or for any other offence committed with the aim of gaining financial profits, as well as for treasury offence or an offence of





- participation in organized crime group or in an union aimed at committing an offence or treasury offence,
- d. registered partnerships whose partner has been validly sentenced for an offence committed in connection with a contract award procedure, offence against the rights of people performing paid work, offence against the environment, for bribery, for an offence against economic turnover or for any other offence committed with the aim of gaining financial profits, as well as for treasury offence or an offence of participation in organized crime group or in an union aimed at committing an offence or treasury offence,
  - e. professional partnership whose partner or member of the management board has been validly sentenced for an offence committed in connection with a contract award procedure, offence against the rights of people performing paid work, offence against the environment, for bribery, for an offence against economic turnover or for any other offence committed with the aim of gaining financial profits, as well as for treasury offence or an offence of participation in organized crime group or in an union aimed at committing an offence or treasury offence,
  - f. limited partnerships and limited joint-stock partnerships whose general partner has been validly sentenced for an offence committed in connection with a contract award procedure, offence against the rights of people performing paid work, offence against the environment, for bribery, for an offence against economic turnover or for any other offence committed with the aim of gaining financial profits, as well as for treasury offence or an offence of participation in organized crime group or in an union aimed at committing an offence or treasury offence,
  - g. legal persons whose active member of the managing body has been validly sentenced for an offence committed in connection with a contract award procedure, offence against the rights of people performing paid work, offence against the environment, for bribery, for an offence against economic turnover or for any other offence committed with the aim of gaining financial profits, as well as for treasury offence or an offence of participation in organized crime group or in an union aimed at committing an offence or treasury offence,
  - h. collective entities, with respect to whom a court has issued a decision prohibiting them from competing for contracts under the provisions concerning the liability of collective entities for tort under the liability to penalty.
- IV.4 The Bidders with capital or personal links with the Buyer shall be excluded from the contract awarding procedure (mutual connections between the Buyer or persons authorized to enter into obligations on behalf of the Buyer or persons performing - on behalf of the Buyer - activities associated with carrying out the procedure to select the Contractor and the Bidder) - a condition confirmed with a statement.
- Capital or personal links mean any mutual connections between the Contracting Party or persons authorized to enter into obligations on behalf of the Contracting Party or persons performing - on behalf of the Contracting Party - activities associated with preparation and carrying out the proceedings to select the Supplier, and the Supplier, in particular:
- participation in a company as a partner of a general partnership or a partnership,
  - possession of at least 10% of shares or stock,
  - performing the function of a supervisory or management authority, legal proxy or representative,
  - being married, in a direct kinship or relationship, kinship of the second degree or secondary relationship of the second degree, or in relation to the adoption, care or guardianship.

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

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

Item	Criterion	Weight of the criterion	Evaluation method
1	C - Net price	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	TP - Technical parameters	10%	1) $0 \div < 75\%$ - TP = 0% 2) $75 \div < 77,5\%$ - TP = 0,5% 3) $77,5 \div < 80\%$ - TP = 1% 4) $80 \div < 82,5\%$ - TP = 1,5% 5) $82,5 \div < 85\%$ - TP = 2% 6) $85 \div < 87,5\%$ - TP = 2,5% 7) $87,5 \div < 90\%$ - TP = 3% 8) $90 \div < 92,5\%$ - TP = 3,5% 9) $92,5 \div < 95\%$ - TP = 4% 10) $95 \div < 97,5\%$ - TP = 4,5% 11) $97,5 \div = < 100\%$ - TP = 5%

**Criterion: price (C)**

**Weight: 90%**

1. Please specify the prices in net values (without VAT) as well as in gross values.
2. The price should be quoted in **EUR or PLN**.
3. Quotation of the price in another currency shall result in the Buyer's conversion of the price into **EUR**, using the exchange rate tables (Table A - Average exchange rates for foreign currencies) of the National Bank of Poland as of the date specified in item VII.1 according to request for quotation (final date for submission of offers).
4. In case of negotiations with the Bidders and submission of final bids by them, the Buyer's conversion to the **EUR** currency will be made using the exchange rate tables (Table A - Average exchange rates of foreign currencies) of the National Bank of Poland as of the day specified in item 3 above.
5. Regardless of the prices quoted by the Bidder in a currency other than **EUR or PLN**, the currency of the contract concluded with the Bidder selected by the Buyer is **EUR or PLN**
6. These prices must include all costs related to the implementation of the subject matter of the contract, including:
  - 1) the value of modernization of the mechanical rail head hardening system in DWD Dąbrowa Górnica.
  - 2) VAT,
  - 3) all materials and devices used,
  - 4) labor and equipment costs,
  - 5) transport costs,
  - 6) all fees related to the subject of the order,
  - 7) insurance costs,
  - 8) costs of loading and unloading,
  - 9) all costs related to the comprehensive performance of the contract,
  - 10) all fees and compensations for damages, costs and losses incurred in connection with the implementation of the order.

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

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

**Criterion: Technical parameters (TP)**

**Weight: 10%**

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

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

Item	Group	S.No	Parameters	Group Rating	Subgroup Rating	Total Subgroup Rating
A	<b>Performance Guarantees / Quality</b>	1	Warranty - 24 months after Final Acceptance Protocol signature.	100 %	20%	100%
		2	Works prior to shutdown of the HSM - 31 days from the final date of commencement of assembly, Estimated date of shutdown of the HSM: November 2022.		20%	100%
		3	Standstill of the HSM - 23 days for the assembly of equipment that requires a stoppage of the rolling mill		20%	100%
		4	Time for the completion of the remaining works - 8 days		20%	100%
		5	Participation in the FAT at Danieli's headquarters in Italy		20%	100%

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

**Criterion: Price (C)**

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

C = (C<sub>mn</sub> / C<sub>nob</sub>) x 90 where:  
 C - number of points for a price  
 C<sub>mn</sub> - net price of the lowest bid  
 C<sub>nob</sub> - net price of the examined bid



**Criterion: Technical parameters (TP)**

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

SI.No	Element description	Required and expected parameters	Value of the Subgroup rating	The weight value of the element	Description of the adopted assessment method	Bidder no. 1		
						The obtained score (Scale: 1-10)	The calculated value of the element	Remarks
<b>A</b>	<b>Guaranteed parameters/ Quality</b>	<b>100,00%</b>						
1	Warranty - 24 months after Final Acceptance Protocol signature.	24 months	20%	20,00%	warranty = 24 months = 0 points 30>= warranty >24 months = 5 points warranty >30 months = 10 points		0,00%	
2	Works prior to shutdown of the HSM - 31 days from the final date of commencement of assembly, Estimated date of shutdown of the HSM: November 2022.	31 days	20%	20,00%	time = 31 days = 0 points 30>= time >27 days = 5 points time =<27 days = 10 points		0,00%	
3	Standstill of the HSM - 23 days for the assembly of equipment that requires a stoppage of the rolling mill	23 days	20%	20,00%	time = 23 days = 0 points 22>= time >20 days = 5 points time =<20 days = 10 points		0,00%	
4	Time for the completion of the remaining works - 8 days	8 days	20%	20,00%	time = 8 days = 0 points 7>= time >5 days = 5 points time =<5 days = 10 points		0,00%	
5	Participation in the FAT at Danieli's headquarters in Italy		20%	20,00%	YES = 10 punktów NO = 0 punktów		0,00%	
<b>Group Rating - Performance Guarantees /</b>			<b>100,00%</b>	<b>100,00%</b>			<b>0,00%</b>	



Quality							
Total Score	100,00%		100,00%			0,00%	

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

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

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

**Final rating of the offer = C + TP**

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

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

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

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

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

1. Buyer will select the most advantageous offer that obtains the largest number of summed up points.
2. If, as part of the purchase of services and supplies necessary for the implementation of the Project, Buyer will decide between several offers that are most economically advantageous, it will choose an offer that is more favorable in terms of environmental and climate impact.

Assessment based on the answer to the question: Do you use the Integrated Management System? (YES/NO).

In connection with the above, Buyer asks you to provide in the content of the offer information about the use of the Integrated Management System in your company, including: which includes the ISO 14001 environmental management system. (YES, we do/ NO, we don't).

Required response time - visit of the contractor's representative at the AMP rolling mill in Dąbrowa Górnicza to report a bug, during the hot tests - up to 24 hours; in the scope of 24/7. (YES NO)

During the warranty period, the service response time to reporting a failure - up to 24 hours, removal of a defect - up to 48 hours. (YES NO)

Removal of a failure in the event of an event due to the fault of the Contractor during hot tests: up to 36h. (YES NO)



The required service availability in Polish and the possibility of reporting a defect by e-mail. (YES NO)

The contractor must attach to the technical offer the procedure of reporting failures requiring service intervention. (YES NO)

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

The lack of the aforementioned information in the content of the offer does not affect the formal assessment of the completeness of the offer and does not cause its rejection.

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

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

- VI.1. The Buyer reserves itself the right to demand from the Bidder, whose bid was selected, a performance bond for the Agreement, hereinafter referred to as the 'bond'.
- VI.2. The bond shall be used to cover the claims related to the non-performance or improper performance of the Agreement and as a return of advance paid to the Bidder. If the Bidder is a guarantor at the same time, the bond will also be used to cover the claims related to a quality guarantee.
- VI.3. A detailed description of the requested bonds is in accordance with the provisions of the contract.

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

- VII.1. **The bids must be submitted until 16.05.2022 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 Ordering Party receives from the Bidder the offer in only one language version, the Bidder is obliged to deliver to the Ordering Party the relevant translation within two weeks from receiving the request from the Ordering Party via e-mail. The translation shall include all the clarifications made by the Bidder.
- VII.4. The bid should be signed by people authorized to represent the Bidder according a registration document or according to a power of attorney.
- VII.5. The bids have to be submitted to the following e-mail address: [capex-publictenders@arcelormittal.com](mailto:capex-publictenders@arcelormittal.com) and [marta.bodnar@arcelormittal.com](mailto:marta.bodnar@arcelormittal.com) and [krzysztof.simiela@arcelormittal.com](mailto:krzysztof.simiela@arcelormittal.com) The bid should be addressed to Mrs Marta Bodnar, EPO Department and inquiry no **1/0438/2022**. 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 Ordering Party.
- VII.6. The bids submission date shall be the day on which it reaches the Buyer's headquarters or reaches the e-mail address specified in the request.
- VII.7. Bids received after the deadline will not be evaluated.
- VII.8. The Bidder may ask the Buyer to explain the content of the request for quotation. The Buyer shall provide explanations if the request was submitted to the Buyer not later than 3 working days (working days: days from Monday 8:00 a.m. until Friday 3:30 p.m. with exclusion of the national public holidays), before the lapse of the bids submission deadline. In case of requests for quotation with at least 30-day long deadline for the submission of bids, the questions of the Bidders may be submitted not later than within 7 working days before the lapse of the bids submission deadline. The content of the questions



with explanations of the Buyer is published in the same way in which the request for quotation was published.

VII.9. Questions concerning the content of the request for quotation together with the attachments (as well as the content of the subject-matter of the order) should be addressed to the following persons:

VII.10.

**For technical matters:**

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

Pan Robert Sidło – [robert.sidlo@arcelormittal.com](mailto:robert.sidlo@arcelormittal.com)

Pan Tomasz Dzierżawczyk – [tomasz.dzierzawczyk@arcelormittal.com](mailto:tomasz.dzierzawczyk@arcelormittal.com)

Pan Piotr Nabielski – [piotr.nabielski@arcelormittal.com](mailto:piotr.nabielski@arcelormittal.com)

Pan Zbigniew Gryt - [zbigniew.gryt@arcelormittal.com](mailto:zbigniew.gryt@arcelormittal.com)

**For commercial matters:**

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

Mrs Marta Bodnar - [marta.bodnar@arcelormittal.com](mailto:marta.bodnar@arcelormittal.com)

Mr Krzysztof Simiela – [krzysztof.simiela@arcelormittal.com](mailto:krzysztof.simiela@arcelormittal.com)

VII.11. The costs related to preparation of a bid shall be incurred by a Bidder.

VII.12. The bid must be prepared in accordance with the form which is included in appendix no. 1 to this request for quotation.

VII.13. 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.14. 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.15. 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.16. The bid must be accompanied by:

- a. Declarations that confirm the meeting of the contract-related conditions specified under point IV.1., IV.3. and IV.4. of this request for quotation,
- b. A signed confidentiality agreement or declaration,
- c. A signed Work Health & Safety Agreement,
- d. The Bidder's registration document or his power of attorney – **if applicable**,
- e. Declaration on the scope of the offer constituting the trade secret of the enterprise - **if applicable**,
- f. Declaration on the list of manufacturing reference subjects order, including installation of vertical straightener - **if applicable**,
- g. A declaration that, as part of the AGREEMENT, prior to the commencement of works on the facility, he will provide the Order Performance Security Plan - Health and Safety

## VIII. BID VALIDITY PERIOD:

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

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

## IX. INFORMATION CLAUSE FROM ART. 13 GDPR



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

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

#### **X. ADDITIONAL INFORMATION:**

- 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 fulfillment 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:
  - a. the term of the Agreement - changes resulting from, among others from the extension of the project implementation,
  - b. the size of the contract - increasing the size of the contract will not exceed 50% of the value of the awarded contract specified in the concluded Agreement,
  - c. changes indicated in the essential terms of the contract (if applicable).

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

APPENDICES:

1. 1a. Bid form together with the information about the price and declarations confirming the fulfilment of the conditions from point IV.1, IV.3. and IV.4. of the request for quotation no. 1/0438/2022 dated 13.04.2022,  
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 fulfillment.
2. Templates of bank guarantees;
3. Confidentiality statement;
4. Technical specification;
5. Work Health & Safety Agreement;
6. Significant Conditions of Purchase.



APPENDIX NO. 1a TO THE REQUEST FOR QUOTATION no **1/0438/2022 of 13.04.2022**

COMMERCIAL BID FORM

The bid constitutes a reply to the request for quotation no. **1/0438/2022 of 13.04.2022** concerning **modernization of the mechanical rail head hardening system in DWD Dąbrowa Górnicza.**

**1. Data of the bidder:**

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

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

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

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

No.	Item Name	Unit	Q-ty	Unit price	Value PLN/EUR - net DDP Dąbrowa Górnicza	Value PLN/EUR - gross DDP Dąbrowa Górnicza	Remarks
<b>1.</b>	<b>Assembly execution</b>						
1.1	12 hoists	mhr					
1.2	Fencing around equipment	mhr					
1.3	Fencing on the building B3	mhr					
1.4	Assembly of the new operator room	mhr					
1.5	Assembly of two bath lines for polymer including equipment	mhr					
1.6	Assembly of the truss on the B3 building roof	mhr					
1.7	Assembly of two chimneys - DN850mm with shape change into a rectangle - height ~ 23m	mhr					



1.8	Flashing and sealing of the junction of a roof with chimneys	mhr					
1.9	Assembly of 2 demisters at the beginning and end of the HH line	mhr					
1.10	Assembly of piping supports on the building B3	mhr					
1.11	Transformer installation ~ 8 tons inside the B3 building	mhr					
1.12	Installation of the transformer roadway - 2 pieces, about 10 m each	mhr					
1.13	Booster pumps for rail foot quenching system (qty. 3+1)	mhr					
1.14	Demi water collecting tank (qty.1)	mhr					
1.15	Filtering system for rail foot quenching system (qty.1)	mhr					
1.16	Quenchant tank (no. 1)	mhr					
1.17	Pumps for quenchant circuit (no. 4+1)	mhr					
1.18	Filtering system for quenchant recirculation system (qty. 2)	mhr					
1.19	Viscosimeter (qty.1)	mhr					
1.20	Viscosimeter cooling circuit (qty.1)	mhr					
1.21	Pre-heaters for quenchant recirculating system (qty.1)	mhr					
1.22	Heat exchanger for quenchant recirculating system (qty. 3+1)	mhr					
1.23	Quenchant regeneration tank (qty.1)	mhr					
1.24	Sump pumps for regeneration systems (qty. 1+1)	mhr					
1.25	Filtering system for quenchant regeneration circuit (qty.1)	mhr					
1.26	Pasteurizer (qty.1)	mhr					
1.27	Waste quenchant collecting system sump pumps (qty. 1+1)	mhr					
1.28	Polymer feed pumps (qty. 2)	mhr					
1.29	Sump pumps – sludge/drain pits (qty.2)	mhr					
1.30	Hydraulic unit (qty. 1)	mhr					
1.31	Accumulator bench (qty. 2)	mhr					
1.32	Centralized grease pumps (qty.2)	mhr					
1.33	Compressor unit (qty.1)	mhr					
1.34	Cutting out of 48 holes in the right roller table	mhr	48				
<b>2</b>	<b>Supervision/ support</b>						
2.1	Support during the hot tests - 4 workers present for 2 months, 3 days per week for 12 hours	mhr					
2.2	Works Manager with building license (for UDT according to polish building law)	mhr					



2.3	Surveyor	mhr					
2.4	Project Manager	mhr					
2.5	Health and safety supervision	mhr					
2.6	Crane operator	mhr					
<b>3</b>	<b>Other</b>						
3.1	Participation in FAT	set					
<b>Total/Suma</b>							

**BUYER'S INFORMATION:**

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

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

- 1) the value of the subject matter of the order,
- 2) VAT,
- 3) all materials and devices used,
- 4) labor and equipment costs,
- 5) transport costs,
- 6) all fees related to the subject of the order,
- 7) insurance costs,
- 8) costs of loading and unloading,
- 9) all costs related to the comprehensive performance of the contract,
- 10) all fees and compensations for damages, costs and losses incurred in connection with the implementation of the order.

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

*In case of negotiations with the Bidders and submission of final bids by them, the Buyer's conversion to the EUR currency will be made using the exchange rate tables (Table A - Average exchange rates of foreign currencies) of the National Bank of Poland as of the day specified in the sentence above.*

*Regardless of the prices quoted by the Bidder in a currency other than EUR or PLN, the currency of the contract concluded with the Bidder selected by the Buyer is EUR or PLN.*

- 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.*

*We declare that the deadline for completing the subject matter of the contract is 62 days from the indicated date of commencement of work after the conclusion of the contract with the selected Bidder. The implementation date is divided into 4 stages*

- *Installation before the standstill of the rolling mill: 31 days from the date of the final assembly commencement date (entry criteria) completed with a signed protocol*
- *Installation during the standstill of the rolling mill: 23 days ended with a protocol signed by both parties and declaration of readiness for testing*
- *Execution of finishing works: 8 days from the installation, during the standstill of the rolling mill, completed with an acceptance protocol*
- *Hot tests: 2 months from the end of the works, completed with the signing of the Final Acceptance Protocol.*



5. *The bid is valid for 120 days counting from its submission date.*
6. *I declare I accept the wording of Significant Terms of Purchase from Appendix no. 6 of the Request for Quotation.*
7. ***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.***
8. *Term of payment:*
  - a) *For down-payment: 30 days from invoice date*
  - b) *For other invoices: 60 days from invoice date*
9. *We declare that due to the strict obligations of the Ordering Party resulting from the co-financing agreement that are given in the scope of the project completion date, **we hereby accept the fact that the Ordering Party will introduce the following provisions into the contract with the Contractor:** "Together with the invoice which requires security, a bank guarantee consistent with the essential issues of templates indicated in Appendix No 2 of this request for quotation. Failure to provide a bank guarantee or delivery of a bank guarantee inconsistent in essential matters with the Ordering Party's template will entitle the Ordering Party to refrain from any payments until the Contractor submits the relevant guarantee documents, and the Contractor will not be entitled to any claims for withheld payments".*
10. *I acknowledge that if I attest an untruth the bid shall be rejected.*
11. *Do you use the Integrated Management System? No / yes - please describe.*
12. *I declare that if this offer is selected, I agree to add to the wording of the contract for the purchase of the subject matter of the order the following wording:*

*"The Contractor will be obliged to pay the Ordering Party the following liquidated damages:*

  - a) *for failure to meet the deadline for BF2 blow down,*
  - b) *for failure to meet the R.F.I.O.*

*The maximum amount of liquidated damages resulting from the delay indicated in point a) and b) shall not exceed 10% of the gross contract value. The maximum sum of liquidated damages resulting from failure to meet the guaranteed parameters indicated in point c) may not be more than 10% of the contract value.*

APPENDICES TO THE BID:

1. Declaration confirming the fulfilment of the conditions from point IV.1 of the request for quotation no. 1/0438/2022 of 13.04.2022,
2. Declaration confirming the fulfilment of the conditions from point IV.3 of the request for quotation bids no. 1/0438/2022 of 13.04.2022,
3. Declaration confirming the fulfilment of the conditions from point IV.4 of the request for quotation bids no. 1/0438/2022 of 13.04.2022,
4. Declaration on the scope of the offer constituting the trade secret of the enterprise - IF APPLICABLE
5. Declaration on the list of manufacturing reference of order's subjects - IF APPLICABLE
6. Declaration that, as part of the AGREEMENT, prior to the commencement of works on the facility, he will provide the Order Performance Security Plan - Health and Safety

....., (date) .....  
City, on

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



APPENDIX NO. 1 TO COMMERCIAL BID FORM  
REFERS TO THE REQUEST FOR QUOTATION NO. 1/0438/2022 of 13.04.2022

**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 QUOTAION NO. 1/0438/2022 of 13.04.2022

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
- f. gaining financial profits, as well as for treasury offence or an offence of participation in organized crime group or in an union aimed at committing an offence or treasury offence,
- g. legal persons whose active member of the managing body has been validly sentenced for an offence committed in connection with a contract award procedure, offence against the rights of people performing paid work, offence against the environment, for bribery, for an offence against economic turnover or for any



- other offence committed with the aim of gaining financial profits, as well as for treasury offence or an offence of participation in organized crime group or in an union aimed at committing an offence or treasury offence,
- h. collective entities, with respect to whom a court has issued a decision prohibiting them from competing for contracts under the provisions concerning the liability of collective entities for tort under the liability to penalty.

.....  
City and date

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

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





APPENDIX NO. 3 TO COMMERCIAL BID FORM  
REFERS TO THE REQUEST FOR QUOTAION NO. 1/0438/2022 of 13.04.2022

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 QUOTAION NO. 1/0438/2022 of 13.04.2022

**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. .... is a trade secret within the meaning of Art. 11 sec. 4 of the Act of April 16, 1993 on Combating Unfair Competition (Journal of Laws of 2003, No. 153, item 1503, as amended) in the following scope:

.....  
.....  
.....  
.....  
.....  
.....

This information is a business secret as defined in art. 11 point 4 of the Act of April 16, 1993 on Combating Unfair Competition (Journal of Laws of 2003, No. 153, item 1503, as amended), meeting three conditions in total: are of a technical, technological, organizational nature, or have economic value, have not been disclosed to the public, and the necessary steps have been taken to maintain confidentiality.

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

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

.....  
City and date

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

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



APPENDIX NO. 5 TO COMMERCIAL BID FORM  
REFERS TO THE REQUEST FOR QUOTAION NO. 1/0438/2022 of 13.04.2022

**DECLARATION ON THE LIST OF MANUFACTURING REFERENCE ORDER'S SUBJECTS**

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

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

**LIST OF REFERENCE ORDER SUBJECTS, INCLUDING EXECUTION OF COOLING INSTALLATION OF INDUSTRIAL FACILITIES FROM THE LAST 10 YEARS**

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

.....  
City and date

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

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



APPENDIX NO. 1b TO THE REQUEST FOR QUOTATION no. 1/0438/2022 of 13.04.2022

TECHNICAL BID FORM

The bid constitutes a reply to the request for quotation no. 1/0438/2022 of 13.04.2022 concerning **modernization of the mechanical rail head hardening system in DWD Dąbrowa Górnicza.**

**1. Data of the bidder:**

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

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

l.p.	List of criteria admitting to the next stage of bids evaluation for modernization of cooling system	Confirmation (YES/NO)	Description of the feasibility of the task  The information contained in the table below is the basis for the Buyer's assessment of the Bidder's compliance with the technical and technological requirements.	Bidder's comments!	Offer reference: Page number. Item no
1	The Bidder confirms on the acceptance of Health & Safety Agreement applicable in AMP - the Agreement is attached as Annex 4 to the inquiry 1/0438/2022				
2	The Bidder shall submit a declaration that it is not in arrears with the payment of public & legal receivables (taxes, social insurance premiums)				
3	The Bidder will submit a statement that, as part of the AGREEMENT, it will have human resources (incl. works manager with building license for UDT according to polish building law, surveyor, project manager,				



	health and safety supervision, crane operator) and equipment / tools necessary to perform the assembly work within the time limit indicated by the ordering party.				
4	The Bidder will submit a statement that, as part of the AGREEMENT, he will ensure the presence of an assembly manager, who will report the progress of work to AMP. Communication in English required - AMP allows the participation of an interpreter.				
5	The Bidder will submit a statement that as part of the AGREEMENT, he will assemble the delivered devices in accordance with the technical and assembly documentation and in accordance with the latest technical knowledge. Any deviations from the documentation will be reported on an ongoing basis and will require written approval.				
6	The Bidder will submit a statement that, as part of the AGREEMENT, it will provide a work cycle during the performance of works 24/7, all shifts will be fully covered. Work that does not affect the production process should start before HSM stoppage.				
7	Together with the offer, the Bidder will present a general Project implementation schedule, including the stages of implementation in accordance with the Schedule indicated in point III of this RFQ..				
8	The Bidder will present a detailed Project implementation schedule, including the stages of implementation, in accordance with the Schedule indicated in point III of this request for quotation no later than 30 days before the commencement of works on the HSM. The schedule will take into account the branch coordinations in order to determine the correct sequence of work. The schedule must comply with paragraph. 3.1.9 and 4 of the technical specification.				
9	The Bidder will submit a statement that, as part of the AGREEMENT, it will grant a Warranty - 24 months after signing the Final Acceptance Protocol.				
10	The Bidder will provide a list of exclusions - liability matrix - for the subject of the contract that is not an acceptance criterion - IF APPLICABLE				
11	The Bidder will confirm that it accepts the work being carried out under the supervision of an AMP representative and a representative of the main technology provider.				



....., (date) .....  
City, on

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



APPENDIX NO. 2 TO THE REQUEST FOR QUOTATION no. 1/0438/2022 of 13.04.2022

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





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APPENDIX 6 TO THE PRICE TENDER FORM  
CONCERNS THE INQUIRY ON 1/0438/2022 OF 13/04/2022

STATEMENT  
ON DELIVERY OF THE SECURITY PLAN OF THE ORDER FULFILLMENT (OHS) BEFORE STARTING WORK ON  
THE FACILITY

I, THE UNDERSIGNED, DECLARE THAT AS PART OF THE IMPLEMENTATION OF THE AGREEMENT, BEFORE  
THE COMMENCEMENT OF WORKS ON THE FACILITY, I WILL PROVIDE THE SECURITY PLAN FOR THE  
IMPLEMENTATION OF THE ORDER - OHS,

.....  
PLACE AND DATE

.....  
(*company stamp, stamp and signature of an authorized person*) \*

\* SIGNATURE OF THE PERSON OR PERSONS APPEARING IN THE REGISTERS TO INCUR OBLIGATIONS ON  
BEHALF OF THE TENDERER OR IN THE APPROPRIATE AUTHORIZATION