



Dąbrowa Górnicza, 18.10.2021

REQUEST FOR QUOTATION no. 4/034/2021

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

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

I. BUYER:

ArcelorMittal Poland S.A.

Al. J. Piłsudskiego 92

41-308 Dąbrowa Górnicza

capex-publictenders@arcelormittal.com

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

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

II. PROCEDURE:

- II.1. This procedure is not subject to the provisions of the act of 29th January 2004 on Public procurement law (i.e. J.oL. of 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,



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- 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.

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

Code / CPV codes¹: 42500000-1

Name of CPV code: cooling and ventilation equipment

The subject matter of the contract is **purchase and deliveries (in accordance with DDP INCOTERMS 2020) of copper cooling staves for Blast Furnace No. 2 in Dąbrowa Górnicza.**

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

The 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.

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

The 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.

Deadline of order completion:

DDP delivery of cooling staves: 42 weeks from contract's signature date,

Signature of the Final Acceptance Protocol: 30 days from the start-up of Blast Furnace no 2 after its reline.

Deadline for DDP delivery of cooling staves is one of the entry criteria. Offers that will indicate longer deadline for DDP delivery of cooling staves will be rejected.

Only those offers whose completion date of DDP delivery of cooling staves is specified according this inquiry or shorter than 42 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 for DDP delivery of copper staves,
- b) for failure to meet the signature of the Final Acceptance Protocol.

The maximum amount of penalties 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.

Warranty requirements

- a. Warranty: min. 18 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,



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- b. run an activity which is consistent with the description of the contract subject matter - a condition confirmed with a statement,
 - c. have the necessary knowledge and experience as well as the technical potential and people able perform the contract - a condition confirmed with a statement together with credentials - **it is required to submit at least 1 reference letter d by company for whom detail engineering for staves was prepared and copper staves were delivered as a General Bidder from the last 5 years (name of the purchaser, location, year, description of staves, quantity). If it is not possible to provide a reference certificate for submission of a declaration containing a reference list with a list of completed documentation and deliveries of copper cooling staves in the last 5 years. The list must contain: buyer's name, location, year, staves description, quantity and contact details of the buyer's representative (name, email address, telephone number) enabling AMP to validate the information contained in the reference list.**
 - 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. 5 mln EUR for one event with the annual accumulation 15 mln Euro. The policy shall be valid/extended for the entire contract term for the value indicated above,
 - h. were not convicted with a lawful decision for any crime committed in relation to the contract awarding procedure, for the crime of bribery, for a crime against the economic turnover or other crime committed in order to obtain financial benefits - as a partner of a registered partnership, a partner or management board member of a professional partnership; a general partner of a limited partnership as well as a limited joint-stock partnership; a member of the management body of a legal person,
 - i. were not validly sentenced for an offence committed in connection with a contract award procedure, for bribery, for an offence against economic turnover or for any other offence committed with the aim of gaining financial profits - as a partner of a registered partnership, a partner or management board member of a professional partnership; a general partner of a limited partnership as well as a limited joint-stock partnership; a member of the management body of a legal person,
 - j. signed the confidentiality agreements or declarations in accordance with the template specified by the Buyer, which has been attached to this request, and with the purpose of receiving of a full description of the contract subject matter - if applicable,
 - k. signed the Work Health & Safety Agreements according to a template attached to the present request for quotation,
 - l. The Contractor will deliver to the Ordering Party, together with the invoice which requires security, a bank guarantee consistent with the essential issues of templates indicated in Appendix No 2 of this request for quotation. Failure to provide a bank guarantee or delivery of a bank guarantee inconsistent in essential matters with the Ordering Party's template will entitle the Ordering Party to refrain from any payments



until the Contractor submits the relevant guarantee documents, and the Contractor will not be entitled to any claims for withheld payments.

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

I.p.	List of criteria admitting to the next stage of bids evaluation for delivery of copper staves	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	Declaration of the Bidder on the acceptance of Health & Safety Agreement applicable in AMP				
2	Submission of at least 1 credential issued by company for whom detail engineering for staves was prepared and copper staves were delivered as a General Bidder from the last 5 years (name of the purchaser, location, year, description of staves, quantity). If it is not possible to provide a reference certificate, submit a declaration containing a reference list with a list of completed documentation and deliveries of copper cooling staves in the last 5 years. The list must contain: buyer's name, location, year, staves description, quantity and contact details of the buyer's representative (name, email address, telephone number) enabling AMP to validate the information contained in the reference list.				
3	The Bidder shall submit a declaration that it is not in arrears with the payment of public & legal receivables (taxes, social insurance premiums)				
4	The Bidder shall submit a declaration that within 60 days from the contract signing date, it shall hold a relevant third-party liability insurance policy for the value of min. 5 mln EUR for one event with the annual accumulation 15 mln Euro . The policy shall be valid/extended for the entire contract term for the value indicated above				
5	Preparation and delivery to AMP detail engineering for copper staves, accessories and for installation of cooling staves in compliance with the furnace geometry and shell openings presented in BE. The detailed design will be developed on the basis of the BE and the technical specification attached to the inquiry.				
6	The drawings made by the contractor shall be transmitted to AM POLAND for comments. Only upon receipt of released for construction drawings, the contractor shall start the actual fabrication.				



7	Delivery of 7 pcs. of copper staves type TH-A				
8	Delivery of 7 pcs. of copper staves type TH-B				
9	Delivery of 4 pcs. of copper staves type TH-C				
10	Delivery of 4 pcs. of copper staves type TH-D				
11	Delivery of 4 pcs. of copper staves type TH-E				
12	Delivery of 4 pcs. of copper staves type TH-F				
13	Delivery of 42 pcs. of copper staves type Be7				
14	Delivery of 42 pcs. of copper staves type S8 with second cooling layer				
15	<p>Supply for all copper staves:</p> <ul style="list-style-type: none"> • mounting elements (bolts, washers, nuts, caps, permanent PIN, alignment PIN), • compensating elements (complete compensators, washers, caps), • sealing elements, spacers, • elements for fastening slings during assembly, • pressure measuring nozzles, • nozzles for temperature measurement, • nozzles for measuring the thickness of staves with bars • backfilling strips, • templates and gauges for inspections purposes, 				
16	<p>Delivery for 33 pcs. of Bo6 copper staves stored in AMP's warehouse ordered in 2018:</p> <ul style="list-style-type: none"> • mounting elements (bolts, washers, nuts, caps, permanent PIN, alignment PIN), • compensating elements (complete compensators, washers, caps), • sealing elements, spacers, • elements for fastening slings during assembly, • pressure measuring nozzles, • nozzles for temperature measurement, • nozzles for measuring the thickness of staves with bars • backfilling strips, 				
17	Manufacturing of copper staves from a material of minimum 98% IACS for drilled staves				
18	Manufacture of copper staves from a material of minimum 80% IACS for casted staves				
19	<p>Be7: Min. thickness of cold face 15mm, min. thickness of hot face 20mm, Min. thickness of ribs 55mm. For S8 min. thickness of cold face 15mm of copper, min. thickness of hot face 20mm of copper, Min. thickness of ribs 55mm.</p> <p>For S8: min. thickness of cold face 12mm of copper for secondary layer and 20mm for first layer, min. thickness of hot face 18mm of copper, Min. thickness of ribs 55mm.</p>				



20	Out-coming cooling pipes (for copper staves) have to be provided with steel sleeves to allow the welding of the compensators on site				
21	The copper staves have to be delivered with metallic caps to protect the cooling pipes thread during transport and erection.				
22	Cooling channels have to be drilled from the bottom side of the copper stave. Then only plugs at the bottom are allowed (Be7). Staves S8 have to be casted. Taphole staves will need to be top drilled as per BE (top , side , bottom).				
23	The curvature of the staves according to the radius of the shell of the blast furnace,				
24	Copper staves with round cooling channels in individual rows with a diameter of: <ul style="list-style-type: none"> • Be7 ø55 • S8 ø55 and second layer identical as second layer at S10 				
25	Copper staves have vertical slicing on the hot face side. (for rows Be7, S8)				
26	The number of weeks required from the date of signing the contract for the delivery of cooling staves ≤ 42 weeks				
27	Preparation and submission - together with the offer - of a detailed schedule, broken down by weeks, from the date of signing the contract to the date of staves delivery				
28	Supervising the company that installs cooling staves on BF2 in accordance with the requirements set out in the technical specification				
29	Minimum 18-months guarantee from signing the acceptance protocol				
30	Acceptance of the quality control plan for copper staves in accordance with the requirements described in the technical specification				
31	Delivery of support steel plates on the cold face of staves for gunning of the joints				
32	The fixing and sealing elements are adapted to the solicitation encountered in the zone in order to assure best performance. They are designed to be fully gastight and to minimize the introduction of stresses in cooling pipes and welds.				
33	All pipes will have threaded ends for outside pipe connections, and must be protected by metallic caps for erection phase and storage. The cooling pipes in Cu casted S8 staves shall be Monel 400				
34	Protruding horizontal blade above the upper edge (Cu Staves). Only in Be7 and S8				
35	Cylindrical ø55 cooling channels (Cu staves)				
36	Protection pipe for casted staves S8 staves				
37	Acceptance of tolerances on the staves				



38	Measure thickness cooper bar will be installed on site the contractor will supply 4 cooper bar per row (only in row Be7 - upper part of stave and S8 – middle of stave).				
39	Acceptance of welding requirements				
40	Due to the heating of the copper stave by welding tubes and stops some oxidation inside the channels occurs. An appropriate pickling has to be done afterwards to remove the oxides.				
41	Cooling agent to be used: chemically treated soften water in a closed circuit with forced circulation.				
42	Stave designs should include reusing existing or new designed furnace shell holes (not applicable for S8 second layer)				
43	The Contractor is responsible for the complete supply of equipment including manufacturing, testing, painting, packing, shipping and transport to AM POLAND.				
44	Identification of staves according to Technical Specification				
45	Acceptance of transportation requirements				
46	If the contractor makes errors in design then the contractor shall be responsible and liable for every corrective action that may be necessary to remedy the impact of the error, both in design stage and manufacturing stage.				
47	Hot face design: S8: Protruding metal elements beyond the ribs outline or solution for material capture to protect the copper S8: 2 bolts in front of cooling channel in one rib out of 3 (8 bolts per rib). If rib in front of cooling channel is covered by protruding metal element, the bolts is not necessary in that place. Be7: 8 pes bolts per long rib. If rib in front of cooling channel is covered by protruding metal element, the bolts is not necessary in that place. Be7: 2 bolts in front of cooling channel in one rib out of 2 (8 bolts per rib). If rib in front of cooling channel is covered by protruding metal element, the bolts is not necessary in that place. Be7: Contractor propose a solution for material capture to protect the copper Be7: Every 3 ribs long 100mm rib. If rib in front of cooling channel is covered by protruding metal element, the bolts is not necessary in that place. Be7: Inclination of ribs				
48	S8: 1st and 4th channels should be moved to the edge of the stave more than 2nd and 3rd (1st and 4th by 10 mm to the edge, 2nd and 3rd by 5mm.) The channels cannot be as straight as in the current design.				
49	All Standards (DIN, EN, ISO, PN) needed to be proposed by Contractor at the stage of offer and accepted by Customer.				

The technical specification indicates that the offer should include:



a. Exclusions (work for a buyer);

b. The offer will include detailed liability matrices between AMP and the contractor

c. Weekly schedule with milestones;

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

- a. bidders who do not meet the conditions specified under IV.1 and IV.2 of this request for quotation;
- b. bidders who over the last 3 years before initiation of the procedure caused a damage by not performing a contract or by performing it in an improper manner, whereas the said damage was not voluntarily remedied by the day of initiation of the procedure, unless the non-performance or improper performance results from circumstances for which the Bidder is not liable. Therefore the Buyer will exclude from the procedure such bidder who will jointly meet all of the following premises:
 - (1) within the last 3 years before initiation of the procedure the Bidder caused a damage by not performing a contract or by performing it in an improper manner,
 - (2) the damage was not voluntarily remedied by him until the day of initiation of the procedure,
 - (3) a contrario the non-performance or improper performance of a contract results from circumstances, for which the Bidder is liable.
- c. natural persons, who have been validly sentenced for an offence committed in connection with a contract award procedure, offence against the rights of people performing paid work, offence against the environment, for bribery, for an offence against economic turnover or for any other offence committed with the aim of gaining financial profits, as well as for treasury offence or an offence of participation in organized crime group or in an union aimed at committing an offence or treasury offence,
- d. registered partnerships whose partner has been validly sentenced for an offence committed in connection with a contract award procedure, offence against the rights of people performing paid work, offence against the environment, for bribery, for an offence against economic turnover or for any other offence committed with the aim of gaining financial profits, as well as for treasury offence or an offence of participation in organized crime group or in an union aimed at committing an offence or treasury offence,
- e. professional partnership whose partner or member of the management board has been validly sentenced for an offence committed in connection with a contract award procedure, offence against the rights of people performing paid work, offence against the environment, for bribery, for an offence against economic turnover or for any other offence committed with the aim of gaining financial profits, as well as for treasury offence or an offence of participation in organized crime group or in an union aimed at committing an offence or treasury offence,
- f. limited partnerships and limited joint-stock partnerships whose general partner has been validly sentenced for an offence committed in connection with a contract award procedure, offence against the rights of people performing paid work, offence against the environment, for bribery, for an offence against economic turnover or for any other offence committed with the aim of gaining financial profits, as well as for treasury offence or an offence of participation in organized crime group or in an union aimed at committing an offence or treasury offence,
- g. legal persons whose active member of the managing body has been validly sentenced for an offence committed in connection with a contract award procedure, offence against the rights of people performing paid work, offence against the environment, for bribery, for an offence against economic turnover or for any other offence committed with the aim of



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

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

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

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

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

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

Item	Criterion	Weight of the criterion	Evaluation method
1	C - Net price	85%	$C = (C_{mn} / C_{nob}) \times 85$, where C - number of points for a price C _{mn} - lowest bid price, net C _{nob} - the examined bid price, net
2	TP - Technical parameters	5%	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%
3	RD – Time needed for complete delivery of copper cooling	10%	t – amount of weeks from the date of contract's signature until the last delivery of staves to ArcelorMittal Poland t ≤ 38 weeks - RD = 10%



	staves and accessories to ArcelorMittal Poland DG	t = 39 weeks - RD = 8% t = 40 weeks - RD = 6% t = 41 weeks - RD = 4% t = 42 weeks - RD = 2% t => 43 weeks - RD = 0%
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Criterion: price (C)

Weight: 85%

1. Please specify the prices in net values (without VAT) as well as in gross values.
2. The price should be quoted in **EUR 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**, the currency of the contract concluded with the Bidder selected by the Buyer is **EUR**
6. These prices must include all costs related to the implementation of the subject matter of the contract, including:
 - 1) the value of purchase and deliveries (in accordance with DDP INCOTERMS 2020) of copper cooling staves for Blast Furnace No. 2 in Dąbrowa Górnicza,
 - 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:

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



Criterion "C" will be counted in following way:

$$C = CM + CP$$

Where:

C – price

CM – price of copper staves

CP – price of other elements

The price of copper cooling staves (CM) will be counted on the basis of the following formula based on the LME index:

	UoM	
LME* Cash settlement Grade A Copper, \$/ton (for bidding purpose the LME rate of 18.10.2021 date to be considered), <u>final adjustment shall be made based on the copper rate on the date of Contract signed by the BUYER.</u>		
* pure copper LME rate on finished quantity, no allowance of scrap or LME premium	\$/ton	
Exchange rate to be considered 1.15 USD = 1 EURO for bid purpose <u>final adjustment shall be made for exchange rate on the date of Contract signed by the BUYER based on the European Central bank exchange rate</u>		1,15
Weight ton (finished weight)	ton	
Material Copper price	EURO	0
Manufacturing/ machining cost (this will include any wastage allowance and scrap allowance and any premium or transport cost on the copper delivery) - Fixed price	EURO	
Accessories cost - fixed cost	EURO	
Engineering cost - Fixed price	EURO	
Transport cost - fixed price	EURO	
Total Value	EURO	0

Price of all additional elements of the order (CP) will be introduced as fixed, lump sum price.

Criterion: Technical parameters (TP)

Weight: 5%

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



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

Item	Group	S.No	Parameters	Group Rating	Subgroup Rating	Total Subgroup Rating
A	Performance Guarantees / Quality	1	Quality control service during manufacturing in foundry	35%	100%	
B	Equipment Technology	1	Copper staves	20%	100%	
		1.1	<p>Cu staves: composition and properties similar to SE copper for all the staves as per DIN1787</p> <p>The same quality is guaranteed for the two different production techniques.</p> <p>High purity copper, purity > 99.9%</p> <p>Conductivity: minimum 98% IACS for rolled staves</p> <p>Conductivity: minimum 80% IACS for casted staves</p> <p>Steel parts to be weld on Cu parts: Steel 35.8</p>			
C	Project time schedule	1	<p>The Contractor should deliver with the offer the draft works schedule (in the weekly basis) for Investor's consultation and approval.</p> <p>In time schedule all important milestones will be highlighted including preparation of DE, start of manufacturing, FAT, start and finish of shipment.</p>	2%	100%	100%
D	Other requirements	1	Warranty parameters for staves	43%	40%	100%
		2	Preparation of Detail Engineering for copper staves, accessories according to requirements presented in Technical Specification		50%	
		3	Submission of complete DE package in paper and electronic version, in both languages (Polish, English).		5%	
		4	<p>The Contractor will report frequently to AM POLAND to assure a fluent cooperation of engineering, manufacturing and delivery and to assure the delivery time.</p> <p>The Contractor will also report the way they will do and have done the quality control.</p>		5%	

Criterion: Time needed for complete delivery of cooling staves and accessories to ArcelorMittal Poland DG



~~t – amount of weeks from the date of contract’s signature until the last delivery of staves to ArcelorMittal Poland~~

- t <= 38 weeks - RD = 10%
- t = 39 weeks - RD = 8%
- t = 40 weeks - RD = 6%
- t = 41 weeks - RD = 4%
- t = 42 weeks - RD = 2%
- t => 43 weeks - RD = 0%

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

Criterion: Price (C)

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

C = (Cmn / C nob) x 85 where:

C - number of points for a price

Cmn- net price of the lowest bid

Cnob - net price of the examined bid

Criterion "C" will be counted in following way:

$$C = CM + CP$$

Where:

C – price

CM – price of copper staves

CP – price of other elements

The price of copper cooling staves (CM) will be counted on the basis of the following formula based on the LME index:

	UoM	
LME* Cash settlement Grade A Copper, \$/ton (for bidding purpose the LME rate of 18.10.2021 date to be considered), <u>final adjustment shall be made based on the copper rate on the date of Contract signed by the BUYER.</u>		
* pure copper LME rate on finished quantity, no allowance of scrap or LME premium	\$/ton	



Exchange rate to be considered 1.15 USD = 1 EURO for bid purpose <u>final adjustment shall be made for exchange rate on the date of Contract signed by the BUYER based on the European Central bank exchange rate</u>		1,15
Weight ton (finished weight)	ton	
Material Copper price	EURO	0
Manufacturing/ machining cost (this will include any wastage allowance and scrap allowance and any premium or transport cost on the copper delivery) - Fixed price	EURO	
Accessories cost - fixed cost	EURO	
Engineering cost - Fixed price	EURO	
Transport cost - fixed price	EURO	
Total Value	EURO	0

Price of all additional elements of the order (CP) will be introduced as fixed, lump sum price.

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
A	Guaranteed parameters/ Quality	35,00%						
1	Quality control service during manufacturing in foundry	To be confirmed	100%	35,00%	Contractor + foundry quality control = 10 External company quality control + foundry = 5 Foundry quality control = 2		0,0%	
	Group Rating - Performance Guarantees / Quality		100,00%	35,00%			0,00%	
B	Equipment Technology	20,00%						
1	Copper staves							



1.1	<p>Cu staves: composition and properties similar to SE copper for all the staves as per DIN1787 The same quality is guaranteed for the two different production techniques. High purity copper, purity > 99.9% Conductivity: minimum 98% IACS for rolled staves Conductivity: minimum 80% IACS for casted staves</p> <p>Steel parts to be weld on Cu parts: Steel 35.8</p>	To be confirmed	100%	20,00 %	<p>(IACS for rolled>=98,3%, IACS for casted >80%) = 10 (IACS for rolled=98,2%, IACS for casted = 80%) = 6 (IACS for rolled=98,1%, IACS for casted =80%) = 4 (IACS for rolled=98%, IACS for casted =80%) = 2 (IACS for rolled<98%, IACS for casted <80%) = 0 In all cases copper purity>99.9%</p>		0,0%	
	Group Rating - Equipment		100,00 %	20,00 %			0,00%	
C	Project time schedule	2,0%						
1	<p>The Contractor should deliver with the offer the draft works schedule (in the weekly basis) for Investor's consultation and approval. In time schedule all important milestones will be highlighted including preparation of DE, start of manufacturing, FAT, start and finish of shipment.</p>	To be included	100,0%	2,0%	Included = 10; not included = 0		0,0%	
D	Other requirements	43,00%						
1	Warranty parameters for staves	Min. 18 months	40%	17,20 %	<p>>= 36 months = 10 34 months = 8; 30 months = 6; 24 months = 4; 18 months = 2; <18 months = 0</p>		0,0%	



2	Preparation of Detail Engineering for copper staves, accessories according to requirements presented in Technical Specification	Description in the bid	50%	21,50 %	General layout, Tap hole area layout, Shaft copper staves layout, Shaft cast iron staves layout, Cross section tap hole, Cross section shaft copper staves, Cross section shaft cast iron, Top view for each row, Assembly drawings, Assembly accessories drawings, Detail staves drawings, hot face design drawings, Accessories drawings, backfilling strips drawings, and other necessary drawings = 10; General layout, Detail drawings, Assembly drawings = 5; Detail drawings, Assembly drawings = 2;		0,0%	
3	Submission of complete DE package in paper and electronic version, in both languages (Polish, English).	To be confirmed	5%	2,15%	EN + PL in electronic and paper version = 10 EN + PL in electronic version = 5 EN in electronic version = 2		0,0%	
4	The Contractor will report frequently to AM POLAND to assure a fluent cooperation of engineering, manufacturing and delivery and to assure the delivery time. The Contractor will also report the way they will do and have done the quality control.	Min. Monthly report	5%	2,15%	Weekly report = 10 Bi-weekly report = 5 Monthly report = 2 Not confirmed = 0		0,0%	
Group rating - Other requirements			100,00 %	43,00 %			0,00%	
Total Score		100,00%		100,00%			0,00%	



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

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

Criterion: RD – Time needed for complete delivery of cooling staves and accessories to ArcelorMittal Poland DG

t – amount of weeks from the date of contract’s signature until the last delivery of staves to ArcelorMittal Poland

t <= 38 weeks - RD = 10%

t = 39 weeks - RD = 8%

t = 40 weeks - RD = 6%

t = 41 weeks - RD = 4%

t = 42 weeks - RD = 2%

t => 43 weeks - RD = 0%

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

Final rating of the offer = C + TP + RD

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

- VII.1. **The bids must be submitted until 19.11.2021 16:00 (4:00 p.m.)**
- VII.2. The bid (together with its appendices) must be prepared in the Polish and English language. In case of discrepancies in the contents of the submitted bid, the English version of the bid shall be binding. **The name and number of the Request for quotation specified on the first page of this enquiry should be indicated on the envelope and/or in the subject of an e-mail.**
- VII.3. In the situation when the Ordering Party receives from the Bidder the offer in only one language version, the Bidder is obliged to deliver to the Ordering Party the relevant translation within two weeks from receiving the request from the Ordering Party via e-mail. The translation shall include all the clarifications made by the Bidder.
- VII.4. The bid should be signed by people authorized to represent the Bidder according a registration document or according to a power of attorney.
- VII.5. The bids have to be submitted to the following e-mail address: capex-publictenders@arcelormittal.com and marta.bodnar@arcelormittal.com The bid should be addressed to Mrs Marta Bodnar, EPO Department and inquiry no **4/034/2021**. Due to the current epidemiological situation offices of ArcelorMittal Poland S.A. remain



- closed. It is possible to submit an offer in person, however, only after prior arrangement with the Ordering Party.
- VII.6. The bids submission date shall be the day on which it reaches the Buyer's headquarters or reaches the e-mail address specified in the request.
- VII.7. Bids received after the deadline will not be evaluated.
- VII.8. The Bidder may ask the Buyer to explain the content of the request for quotation. The Buyer shall provide explanations if the request was submitted to the Buyer not later than 3 working days (working days: days from Monday 8:00 a.m. until Friday 3:30 p.m. with exclusion of the national public holidays), before the lapse of the bids submission deadline. In case of requests for quotation with at least 30-day long deadline for the submission of bids, the questions of the Bidders may be submitted not later than within 7 working days before the lapse of the bids submission deadline. The content of the questions with explanations of the Buyer is published in the same way in which the request for quotation was published.
- VII.9. Questions concerning the content of the request for quotation together with the attachments (as well as the content of the subject-matter of the order) should be addressed to the following persons:
- VII.10.
- For technical matters:**
- capex-publictenders@arcelormittal.com
- Mr Marek Berliński - marek.berlinski@arcelormittal.com
- Mr Michał Kolasa - michal.kolasa@arcelormittal.com
- Mr Michał Kocot - michal.kocot@arcelormittal.com
- For commercial matters:**
- capex-publictenders@arcelormittal.com
- Mrs Marta Bodnar - marta.bodnar@arcelormittal.com
- VII.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:
- 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,
 - A signed confidentiality agreement or declaration,
 - A signed Work Health & Safety Agreement,
 - 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,**

VIII. BID VALIDITY PERIOD:

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

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

IX. INFORMATION CLAUSE FROM ART. 13 GDPR

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

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



IX. ADDITIONAL INFORMATION:

- IX.1. Buyer recommends that the information restricted as a trade secret be submitted by the Bidder, marked as "trade secret". Lack of an unequivocal indication of which information constitutes a trade secret will mean that all statements made in the course of this procedure are open to the public without reservations. The reservation of confidentiality of information that does not constitute a business secret within the meaning of the Act on combating unfair competition will be treated as ineffective and will result in its declassification.
- IX.2. The bidder may change, supplement or withdraw his offer before the offer submission deadline. In the event of a change, supplement or withdrawal of the offer. In such a case, the envelope should be additionally marked with the following annotation: CHANGE / ADDITION / WITHDRAWAL OF THE OFFER..
- IX.3. The Buyer allows for advance payments.
- IX.4. Submitting an offer is tantamount to accepting without reservations the content of this request for quotation with attachments and the Regulations.
- IX.5. Bidders are entitled to a legal remedy in the form of a protest against the evaluation of offers in accordance with the Regulations.
- IX.6. Buyer reserves the right to enter into price negotiations with the Bidder who submits offers that meet the admissible conditions specified in this Inquiry.
- IX.7. The offers will be assessed by a tender committee appointed by Buyer. First of all, compliance with formal conditions will be assessed. The Buyer may request Bidders to provide explanations regarding the content of the submitted offers at every stage of the procedure, corrects obvious spelling mistakes, obvious accounting errors, taking into account the accounting consequences of the corrections made, other errors consisting in the non-compliance of the offer from the inquiry, not causing significant changes in the content of the offer the consent of the bidder. Obvious mistakes are corrected by the Buyer in a special form, notifying the bidder whose offer has been corrected.
- IX.8. If the Bidder does not agree to the correction of errors within the time limit indicated by Buyer, his offer will be rejected.
- IX.9. Subsequently, the committee will evaluate the fulfillment of the admittance conditions required from Bidders.
- IX.10. Information on the selection of the best offer (including the name, address and price of the winner of the procedure) will be posted on the website of Buyer and the competition database.
- IX.11. The Buyer reserves the right to change the terms of the contract concluded as a result of this order. The changes may concern:
- a. the term of the Agreement - changes resulting from, among others from the extension of the project implementation,
 - b. the size of the contract - increasing the size of the contract will not exceed 50% of the value of the awarded contract specified in the concluded Agreement,
 - c. changes indicated in the essential terms of the contract (if applicable).

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



APPENDICES:

1. 1a. Bid form together with the information about the price and declarations confirming the fulfilment of the conditions from point IV.1, IV.3. and IV.4. of the request for quotation no. 4/034/2021 dated 18.10.2021,
1b. Bid form with the factual description concerning the method of execution of the contract's subject matter and the information about entry criteria's fulfillment.
2. Templates of bank guarantees;
3. Confidentiality statement;
4. Technical specification;
5. Work Health & Safety Agreement;
6. Significant Conditions of Purchase.



APPENDIX NO. 1a TO THE REQUEST FOR QUOTATION no **4/034/2021** of 18.10.2021

COMMERCIAL BID FORM

The bid constitutes a reply to the request for quotation no. **4/034/2021** of 18.10.2021 concerning **purchase and deliveries (in accordance with DDP INCOTERMS 2020) of copper cooling staves for Blast Furnace No. 2 in Dąbrowa Górnicza**

1. Data of the bidder:

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

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

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

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

Pos.	Items	Quantity	Unit	Price
1.0	Complete engineering			
1.1	Detail engineering for copper staves including accessories		mhrs	
2.0	Quality control			
2.1	Quality control Copper Staves		-	
3.0	Cooling staves			
3.1	Material for copper staves production			
3.1.1	7 pcs. of copper staves type TH-A		t	
3.1.2	7 pcs. of copper staves type TH-B		t	
3.1.3	4 pcs. of copper staves type TH-C		t	
3.1.4	4 pcs. of copper staves type TH-D		t	
3.1.5	4 pcs. of copper staves type TH-E		t	
3.1.6	4 pcs. of copper staves type TH-F		t	



3.1.7	42 pcs. of copper staves type Be7		t	
3.1.8	42 pcs. of copper staves type S8 with second cooling layer		t	
3.2	Copper staves manufacturing			
3.2.1	7 pcs. of copper staves type TH-A		t	
3.2.2	7 pcs. of copper staves type TH-B		t	
3.2.3	4 pcs. of copper staves type TH-C		t	
3.2.4	4 pcs. of copper staves type TH-D		t	
3.2.5	4 pcs. of copper staves type TH-E		t	
3.2.6	4 pcs. of copper staves type TH-F		t	
3.2.7	42 pcs. of copper staves type Be7		t	
3.2.8	42 pcs. of copper staves type S8 with second cooling layer		t	
4.0	Accessories			
4.1	Accessories for copper staves			
4.1.1	7 pcs. of copper staves type TH-A		set/stave	
4.1.2	7 pcs. of copper staves type TH-B		set/stave	
4.1.3	4 pcs. of copper staves type TH-C		set/stave	
4.1.4	4 pcs. of copper staves type TH-D		set/stave	
4.1.5	4 pcs. of copper staves type TH-E		set/stave	
4.1.6	4 pcs. of copper staves type TH-F		set/stave	
4.1.7	42 pcs. of copper staves type Be7		set/stave	
4.1.8	42 pcs. of copper staves type S8 with second cooling layer		set/stave	
4.1.9	33 pcs. of copper staves type Bo6 stored in AMP warehouse		set/stave	
5.0	Hot face protection			
5.1	Hot face protection cost for copper staves		t	
6.0	Others			
6.1	Supervision for staves installation during BF2 repair (15 days of supervision: 24h/day, 7 days/week)		mhrs	
6.2	Transportation cost for copper staves			
6.3	Spare Parts for commissioning period (1 set of accessories / 1 stave at each row)			
Total price				



The price of copper cooling staves (CM) will be counted on the basis of the following formula based on the LME index:

	UoM	
LME* Cash settlement Grade A Copper, \$/ton (for bidding purpose the LME rate of 18.10.2021 date to be considered), <u>final adjustment shall be made based on the copper rate on the date of Contract signed by the BUYER.</u>		
* pure copper LME rate on finished quantity, no allowance of scrap or LME premium	\$/ton	
Exchange rate to be considered 1.15 USD = 1 EURO for bid purpose <u>final adjustment shall be made for exchange rate on the date of Contract signed by the BUYER based on the European Central bank exchange rate</u>		1,15
Weight ton (finished weight)	ton	
Material Copper price	EURO	0
Manufacturing/ machining cost (this will include any wastage allowance and scrap allowance and any premium or transport cost on the copper delivery) - Fixed price	EURO	
Accessories cost - fixed cost	EURO	
Engineering cost - Fixed price	EURO	
Transport cost - fixed price	EURO	
Total Value	EURO	0

Price of all additional elements of the order (CP) will be introduced as fixed, lump sum price.

BUYER'S INFORMATION:

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

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

- 1) the value of 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, the currency of the contract concluded with the Bidder selected by the Buyer is EUR.

4. I confirm to have acquainted myself with the request for quotation together with its appendices and I do not raise any objections to it.
5. We declare that the deadline for completing the subject matter of the contract is 42 weeks from contract's signature for DDP delivery of copper cooling staves and that the Final Acceptance Protocol will be signed 30 days from start-up of the Blast Furnace no. 2 after its reline.
6. The bid is valid for 120 days counting from its submission date.
7. I declare I accept the wording of Significant Terms of Purchase from Appendix no. 6 of the Request for Quotation.
8. **I declare that in case of selecting our offer by the Buyer, we give our consent to the disclosure of information regarding the selection of our company (the result of the procedure, including information about the offered price for the contract subject matter, as well as the name of the Bidder with his full address) to the public, including publication on the Competitiveness Database.**
9. Term of payment:
 - a) For down-payment: 30 days from invoice date
 - b) For other invoices: 60 days from invoice date
10. We declare that due to the strict obligations of the Ordering Party resulting from the co-financing agreement that are given in the scope of the project completion date, **we hereby accept the fact that the Ordering Party will introduce the following provisions into the contract with the Contractor:** "Together with the invoice which requires security, a bank guarantee consistent with the essential issues of templates indicated in Appendix No 2 of this request for quotation. Failure to provide a bank guarantee or delivery of a bank guarantee inconsistent in essential matters with the Ordering Party's template will entitle the Ordering Party to refrain from any payments until the Contractor submits the relevant guarantee documents, and the Contractor will not be entitled to any claims for withheld payments".
11. I acknowledge that if I attest an untruth the bid shall be rejected.
12. Do you use the Integrated Management System? No / yes - please describe.
13. I declare that if this offer is selected, I agree to add to the wording of the contract for the purchase of the subject matter of the order the following wording:

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

 - a) for failure to meet the DDP delivery of copper cooling staves,



b) for failure to meet the signature of the Final Acceptance Protocol.

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

APPENDICES TO THE BID:

1. Declaration confirming the fulfilment of the conditions from point IV.1 of the request for quotation no. 4/034/2021 of 18.10.2021,
2. Declaration confirming the fulfilment of the conditions from point IV.3 of the request for quotation bids no. 4/034/2021 of 18.10.2021,
3. Declaration confirming the fulfilment of the conditions from point IV.4 of the request for quotation bids no. 4/034/2021 of 18.10.2021,
4. Declaration on the scope of the offer constituting the trade secret of the enterprise - IF APPLICABLE
5. Declaration on the list of manufacturing reference of order's subjects - IF APPLICABLE

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

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



APPENDIX NO. 1 TO COMMERCIAL BID FORM
REFERS TO THE REQUEST FOR QUOTATION NO. 4/034/2021 of 18.10.2021

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

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

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

.....
City and date
*representative**)*

.....
(*Company stamp, stamp and signature of a*

* 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. 4/034/2021 of 18.10.2021

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

STATEMENT
CERTIFYING THE FULFILMENT OF CONDITIONS OF PARTICIPATION IN THE PROCEDURE

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

- a. within the last 3 years before initiation of the procedure the Bidder caused a damage by not performing a contract or by performing it in an improper manner, whereas the said damage was not voluntarily remedied by the day of initiation of the procedure, unless the non-performance or improper performance results from circumstances for which the Bidder is not liable. Therefore the Buyer will exclude from the procedure such bidder who will jointly meet all of the following premises:
 - (1) within the last 3 years before initiation of the procedure the Bidder caused a damage by not performing a contract or by performing it in an improper manner,
 - (2) the damage was not voluntarily remedied by him until the day of initiation of the procedure,
 - (3) a contrario the non-performance or improper performance of a contract results from circumstances, for which the Bidder is liable.
- b. natural persons, who have been validly sentenced for an offence committed in connection with a contract award procedure, offence against the rights of people performing paid work, offence against the environment, for bribery, for an offence against economic turnover or for any other offence committed with the aim of gaining financial profits, as well as for treasury offence or an offence of participation in organized crime group or in an union aimed at committing an offence or treasury offence,
- c. registered partnerships whose partner has been validly sentenced for an offence committed in connection with a contract award procedure, offence against the rights of people performing paid work, offence against the environment, for bribery, for an offence against economic turnover or for any other offence committed with the aim of gaining financial profits, as well as for treasury offence or an offence of participation in organized crime group or in an union aimed at committing an offence or treasury offence,
- d. professional partnership whose partner or member of the management board has been validly sentenced for an offence committed in connection with a contract award procedure, offence against the rights of people performing paid work, offence against the environment, for bribery, for an offence against economic turnover or for any other offence committed with the aim of gaining financial profits, as well as for treasury offence or an offence of participation in organized crime group or in an union aimed at committing an offence or treasury offence,
- e. limited partnerships and limited joint-stock partnerships whose general partner has been validly sentenced for an offence committed in connection with a contract award procedure, offence against the rights of people performing paid work, offence against the environment, for bribery, for an offence against economic turnover or for any other offence committed with the aim of



-
- f. gaining financial profits, as well as for treasury offence or an offence of participation in organized crime group or in an union aimed at committing an offence or treasury offence,
 - g. legal persons whose active member of the managing body has been validly sentenced for an offence committed in connection with a contract award procedure, offence against the rights of people performing paid work, offence against the environment, for bribery, for an offence against economic turnover or for any other offence committed with the aim of gaining financial profits, as well as for treasury offence or an offence of participation in organized crime group or in an union aimed at committing an offence or treasury offence,
 - h. collective entities, with respect to whom a court has issued a decision prohibiting them from competing for contracts under the provisions concerning the liability of collective entities for tort under the liability to penalty.

.....
City and date
*representative**)*

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

- * 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. 4/034/2021 of 18.10.2021

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

STATEMENT
OF NO CAPITAL OR PERSONAL LINKS WITH THE CONTRACTING PARTY

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

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

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

.....
City and date
*representative**)*

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

* 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. 4/034/2021 of 18.10.2021

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

I declare that the information contained in the offer submitted on, constituting a response to the Request for Quotation no. 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. 4/034/2021 of 18.10.2021

DECLARATION ON THE LIST OF MANUFACTURING REFERENCE ORDER'S SUBJECTS

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

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

LIST OF REFERENCE ORDER SUBJECTS, INCLUDING DELIVERY OF COPPER COOLING STAVES FROM THE LAST 5 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. 4/034/2021 of 18.10.2021

TECHNICAL BID FORM

The bid constitutes a reply to the request for quotation no. 4/034/2021 of 18.10.2021 concerning **purchase and deliveries (in accordance with DDP INCOTERMS 2020) of copper cooling staves for Blast Furnace No. 2 in Dąbrowa Górnicza.**

1. Data of the bidder:

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

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

l.p.	List of criteria admitting to the next stage of bids evaluation for delivery of copper staves	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	Declaration of the Bidder on the acceptance of Health & Safety Agreement applicable in AMP				
2	Submission of at least 1 credential issued by company for whom detail engineering for staves was prepared and copper staves were delivered as a General Bidder from the last 5 years (name of the purchaser, location, year, description of staves, quantity). If it is not possible to provide a reference certificate, submit a declaration containing a reference list with a list of completed documentation and deliveries of copper cooling staves in the last 5 years. The list must contain: buyer's name, location, year, staves description, quantity and contact details of the buyer's representative (name, email address, telephone number) enabling AMP to validate the information contained in the reference list.				
3	The Bidder shall submit a declaration that it is not in arrears with the payment of public & legal receivables (taxes, social insurance premiums)				



4	<p>The Bidder shall submit a declaration that within 60 days form the contract signing date, it shall hold a relevant third-party liability insurance policy for the value of min. 5 mln EUR for one event with the annual accumulation 15 mln Euro. The policy shall be valid/extended for the entire contract term for the value indicated above</p>				
5	<p>Preparation and delivery to AMP detail engineering for copper staves, accessories and for installation of cooling staves in compliance with the furnace geometry and shell openings presented in BE. The detailed design will be developed on the basis of the BE and the technical specification attached to the inquiry.</p>				
6	<p>The drawings made by the contractor shall be transmitted to AM POLAND for comments. Only upon receipt of released for construction drawings, the contractor shall start the actual fabrication.</p>				
7	<p>Delivery of 7 pcs. of copper staves type TH-A</p>				
8	<p>Delivery of 7 pcs. of copper staves type TH-B</p>				
9	<p>Delivery of 4 pcs. of copper staves type TH-C</p>				
10	<p>Delivery of 4 pcs. of copper staves type TH-D</p>				
11	<p>Delivery of 4 pcs. of copper staves type TH-E</p>				
12	<p>Delivery of 4 pcs. of copper staves type TH-F</p>				
13	<p>Delivery of 42 pcs. of copper staves type Be7</p>				
14	<p>Delivery of 42 pcs. of copper staves type S8 with second cooling layer</p>				
15	<p>Supply for all copper staves:</p> <ul style="list-style-type: none"> • mounting elements (bolts, washers, nuts, caps, permanent PIN, alignment PIN), • compensating elements (complete compensators, washers, caps), • sealing elements, spacers, • elements for fastening slings during assembly, • pressure measuring nozzles, • nozzles for temperature measurement, • nozzles for measuring the thickness of staves with bars • backfilling strips, • templates and gauges for inspections purposes, 				



16	<p>Delivery for 33 pcs. of Bo6 copper staves stored in AMP's warehouse ordered in 2018:</p> <ul style="list-style-type: none"> • mounting elements (bolts, washers, nuts, caps, permanent PIN, alignment PIN), • compensating elements (complete compensators, washers, caps), • sealing elements, spacers, • elements for fastening slings during assembly, • pressure measuring nozzles, • nozzles for temperature measurement, • nozzles for measuring the thickness of staves with bars • backfilling strips, 				
17	Manufacturing of copper staves from a material of minimum 98% IACS for drilled staves				
18	Manufacture of copper staves from a material of minimum 80% IACS for casted staves				
19	<p>Be7: Min. thickness of cold face 15mm, min. thickness of hot face 20mm, Min. thickness of ribs 55mm. For S8 min. thickness of cold face 15mm of copper, min. thickness of hot face 20mm of copper, Min. thickness of ribs 55mm.</p> <p>For S8: min. thickness of cold face 12mm of copper for secondary layer and 20mm for first layer, min. thickness of hot face 18mm of copper, Min. thickness of ribs 55mm.</p>				
20	Out-coming cooling pipes (for copper staves) have to be provided with steel sleeves to allow the welding of the compensators on site				
21	The copper staves have to be delivered with metallic caps to protect the cooling pipes thread during transport and erection.				
22	Cooling channels have to be drilled from the bottom side of the copper stave. Then only plugs at the bottom are allowed (Be7). Staves S8 have to be casted. Taphole staves will need to be top drilled as per BE (top , side , bottom).				
23	The curvature of the staves according to the radius of the shell of the blast furnace,				
24	<p>Copper staves with round cooling channels in individual rows with a diameter of:</p> <ul style="list-style-type: none"> • Be7 ø55 • S8 ø55 and second layer identical as second layer at S10 				
25	Copper staves have vertical slicing on the hot face side. (for rows Be7, S8)				
26	The number of weeks required from the date of signing the contract for the delivery of cooling staves ≤ 42 weeks				



27	Preparation and submission - together with the offer - of a detailed schedule, broken down by weeks, from the date of signing the contract to the date of staves delivery				
28	Supervising the company that installs cooling staves on BF2 in accordance with the requirements set out in the technical specification				
29	Minimum 18-months guarantee from signing the acceptance protocol				
30	Acceptance of the quality control plan for copper staves in accordance with the requirements described in the technical specification				
31	Delivery of support steel plates on the cold face of staves for gunning of the joints				
32	The fixing and sealing elements are adapted to the solicitation encountered in the zone in order to assure best performance. They are designed to be fully gastight and to minimize the introduction of stresses in cooling pipes and welds.				
33	All pipes will have threaded ends for outside pipe connections, and must be protected by metallic caps for erection phase and storage. The cooling pipes in Cu casted S8 staves shall be Monel 400				
34	Protruding horizontal blade above the upper edge (Cu Staves). Only in Be7 and S8				
35	Cylindrical ø55 cooling channels (Cu staves)				
36	Protection pipe for casted staves S8 staves				
37	Acceptance of tolerances on the staves				
38	Measure thickness cooper bar will be installed on site the contractor will supply 4 cooper bar per row (only in row Be7 - upper part of stave and S8 – middle of stave).				
39	Acceptance of welding requirements				
40	Due to the heating of the copper stave by welding tubes and stops some oxidation inside the channels occurs. An appropriate pickling has to be done afterwards to remove the oxides.				
41	Cooling agent to be used: chemically treated soften water in a closed circuit with forced circulation.				
42	Stave designs should include reusing existing or new designed furnace shell holes (not applicable for S8 second layer)				
43	The Contractor is responsible for the complete supply of equipment including manufacturing, testing, painting, packing, shipping and transport to AM POLAND.				
44	Identification of staves according to Technical Specification				
45	Acceptance of transportation requirements				
46	If the contractor makes errors in design then the contractor shall be responsible and liable for every corrective action that may be necessary to remedy the impact of the error, both in design stage and manufacturing stage.				



47	<p>Hot face design: S8: Protruding metal elements beyond the ribs outline or solution for material capture to protect the copper S8: 2 bolts in front of cooling channel in one rib out of 3 (8 bolts per rib). If rib in front of cooling channel is covered by protruding metal element, the bolts is not necessary in that place. Be7: 8 pcs bolts per long rib. If rib in front of cooling channel is covered by protruding metal element, the bolts is not necessary in that place. Be7: 2 bolts in front of cooling channel in one rib out of 2 (8 bolts per rib). If rib in front of cooling channel is covered by protruding metal element, the bolts is not necessary in that place. Be7: Contractor propose a solution for material capture to protect the copper Be7: Every 3 ribs long 100mm rib. If rib in front of cooling channel is covered by protruding metal element, the bolts is not necessary in that place. Be7: Inclination of ribs</p>				
48	<p>S8: 1st and 4th channels should be moved to the edge of the stave more than 2nd and 3rd (1st and 4th by 10 mm to the edge, 2nd and 3rd by 5mm.) The channels cannot be as straight as in the current design.</p>				
49	<p>All Standards (DIN, EN, ISO, PN) needed to be proposed by Contractor at the stage of offer and accepted by Customer.</p>				

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

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

APPENDIX NO. 2 TO THE REQUEST FOR QUOTATION no. 4/034/2021 OF 18.10.2021

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

(name and address of the beneficiary)

GUARANTEE PAYABLE ON FIRST DEMAND SECURING THE CLAIMS FOR DEFECTS

no.

We have been informed that ArcelorMittal Poland S.A. having its registered office in Dąbrowa Górnicza (hereinafter referred to as "the Company") signed, on [•], Contract no.: [•], the subject-matter of which is [•] (hereinafter referred to as the "Contract"), with the company [•] (hereinafter referred to as the "the Contractor") for the amount [•]

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

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

[•]

(in words: [•])

upon receipt from the Company of the first written payment request containing a statement that the Contractor has not fulfilled their obligations towards the Company resulting from statutory warranty for defects of the object of the Contract and Company's claims resulting from contractual quality guarantee granted by the Contractor, including Company's claims arisen as a result of exercise by the Company of the right of withdrawal from the Contract or the right to decrease the price.

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

- through a key-protected SWIFT message (SWIFT code [•]), along with a confirmation from the Bank that they are in possession of the original payment request issued by the Company, signed by the authorized persons, and that the SWIFT order sent by this Bank accurately reflects the content of the Company's request, submitted under this guarantee, and the original of the request has been sent to the aforementioned address, or [•]
- through of the bank keeping the account of the Company which will confirm that the signatures affixed on the payment request have been made by the persons authorized to sign documents on behalf of the Company.

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

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

Claims under the Bond shall be received by the Bank no later than on the last day of the validity term of the Bond. After this term or, in the case of an earlier payment of the full amount of the Bond, the Bond shall expire automatically and completely, regardless of whether its original has been returned to



the Bank, or not. Return of the original Bond before the end of its validity term shall be understood as release of the Bank from their assumed obligations and an authorization to cancel the Bond.

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

2) TEMPLATE OF BANK GUARANTEE PAYABLE ON THE FIRST REQUEST

(name and address of the beneficiary)

GUARANTEE PAYABLE ON THE FIRST REQUEST no.

We have been informed that ArcelorMittal Poland S.A. having its registered office in Dąbrowa Górnicza (hereinafter referred to as "the Company") signed, on [•], Contract no.: [•], the subject-matter of which is [•] (hereinafter referred to as the "Contract") with the company [•] (hereinafter referred to as the "the Contractor") for the amount [•]

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

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

[•]

(in words: [•])

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

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

- through a key-protected SWIFT message (SWIFT code [•]), along with a confirmation from the Bank that they are in possession of the original payment request issued by the Company, signed by the authorized persons, and that the SWIFT order sent by this Bank accurately reflects the content of the Company's request, submitted under this guarantee, and the original of the request has been sent to the aforementioned address, or [•]
- through of the bank keeping the account of the Company which will confirm that the signatures affixed on the payment request have been made by the persons authorized to sign documents on behalf of the Company.

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

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

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



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

