



ANNOUNCEMENT NO.4

of March 24, 2022

In connection with the initiated procedure No. 3/2022/0786 of 11/02/2022 regarding the **purchase, delivery (in accordance with DDP INCOTERMS 2010), installation and commissioning of a system for continuous measurement of the sheet geometry (length, width, thickness and flatness regarding the project entitled " Innovative hybrid technology of hot-rolled sheets straightening "(co-financing agreement number: POIR.01.01.01-00-0786/18), relating to the project entitled" Innovative hybrid technology of hot-rolled steel sheets straightening "(co-financing agreement number: POIR.01.01.01- 00-0786 / 18), co-financed by the European Regional Development Fund and under the Smart Growth Operational Program 2014-2020, sub-measure 1.1.1 Industrial research and development work carried out by enterprises (competition organized by the National Center for Research and Development No.: 5 / 1.1 .1 / 2018),**

herewith clarifies the provisions of the inquiry.

CURRENT VERSION:

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

IV.1. Bidders may apply for the award of the contract, who:

[...]

I. The Bidder undertakes to provide Buyer, within 15 days from the conclusion of the Agreement, with a bank guarantee that is essentially compliant with one of the templates indicated in Appendix 6 to this inquiry. Failure to provide a bank guarantee or delivery of a bank guarantee inconsistent in essential matters with Buyer's model will entitle Buyer to withhold all payments until the Contractor submits the relevant guarantee documents, and the Contractor shall not be entitled to any claims for withholding payments..

VERSION AFTER CHANGES:

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

IV.1. Bidders may apply for the award of the contract, who:

[...]



I. The Bidder undertakes to deliver to the Ordering Party, within **30** days from the date of issuing the invoice that will require security, a **bill of exchange** or a bank guarantee that is essentially compatible with one of the templates indicated in Appendix 6 to this request for quotation. Failure to deliver a **bill of exchange** or a bank guarantee or delivery of a bank guarantee inconsistent in essential matters with Buyer's model will entitle Buyer to withhold all payments until the Contractor submits the relevant guarantee documents, and the Contractor shall not be entitled to any claims for withholding payments....

CURRENT VERSION:

VI. INFORMATION ABOUT THE PROPER PERFORMANCE OF THE CONTRACT REQUESTED BY THE CONTRACTING PARTY (IF THE CONTRACTING PARTY REQUESTS SUCH SECURITY):

VI.1. Due to the strict obligations of Buyer resulting from the contract for co-financing in terms of the project completion date and the related restrictions, Buyer reserves the right to introduce into the contract with the Contractor provisions guaranteeing the payment of funds under certain conditions with rigors for the Order Receiver / Supplier in the scope of proper performance of the contract in the form of a bank guarantee or a guarantee of proper performance of the contract, as described in point VI.2.

VI.2. The Contractor undertakes to provide Buyer, within 30 days from the date of concluding the Agreement, a bank guarantee compliant in essential matters with one of the templates indicated in Annex 6 to this request for quotation. Failure to provide a bank guarantee or delivery of a bank guarantee inconsistent in essential matters with Buyer's model will entitle Buyer to withhold all payments until the Contractor submits the relevant guarantee documents, and the Contractor shall not be entitled to any claims for withholding payments.

VI.3. Buyer reserves the right to request from the Bidder whose offer has been selected for additional security for the proper performance of the contract, hereinafter referred to as "security".

VI.4. The security will be used to cover claims for non-performance or improper performance of the contract and for the return of the advance paid to the Bidder. If the Bidder is also the guarantor, the security will also serve to cover claims under the quality guarantee.

VI.5. Detailed description of the requested securities in accordance with the provisions of the contract. VI.5. Szczegółowy opis żądanych zabezpieczeń zgodnie z postanowieniami zapisów umowy.

VERSION AFTER CHANGES:

VI. INFORMATION ABOUT THE PROPER PERFORMANCE OF THE CONTRACT REQUESTED BY THE CONTRACTING PARTY (IF THE CONTRACTING PARTY REQUESTS SUCH SECURITY):



VI. INFORMATION ABOUT THE PROPER PERFORMANCE OF THE CONTRACT REQUESTED BY THE CONTRACTING PARTY (IF THE CONTRACTING PARTY REQUESTS SUCH SECURITY):

VI.1. Due to the strict obligations of Buyer resulting from the contract for co-financing in terms of the project completion date and the related restrictions, Buyer reserves the right to introduce into the contract with the Contractor provisions guaranteeing the payment of funds under certain conditions with rigors for the Order Receiver / Supplier in the scope of proper performance of the contract in the form of a bank guarantee, **bill of exchange** or a guarantee of proper performance of the contract, as described in point VI.2.

VI.2. The Contractor undertakes to provide Buyer, within 30 days from the date of concluding the Agreement, a **bill of exchange** or bank guarantee compliant in essential matters with one of the templates indicated in Annex 6 to this request for quotation. Failure to provide a **bill of exchange or** bank guarantee or delivery of a bank guarantee inconsistent in essential matters with Buyer's model will entitle Buyer to withhold all payments until the Contractor submits the relevant guarantee documents, and the Contractor shall not be entitled to any claims for withholding payments.

VI.3. Buyer reserves the right to request from the Bidder whose offer has been selected for additional security for the proper performance of the contract, hereinafter referred to as "security".

VI.4. The security will be used to cover claims for non-performance or improper performance of the contract and for the return of the advance paid to the Bidder. If the Bidder is also the guarantor, the security will also serve to cover claims under the quality guarantee.

VI.5. Detailed description of the requested securities in accordance with the provisions of the contract. VI.5. Szczegółowy opis żądanych zabezpieczeń zgodnie z postanowieniami zapisów umowy.

VI.6. Buyer allows the use of the bill of exchange as security after verification of the party issuing the bill by the Risk Department of AMDS PL.

CURRENT VERSION:

OFFER FORM

8. We hereby declare that due to the strict obligations of the Buyer resulting from the grant agreement with regard to the project completion date and restrictions related to that date, we hereby accept that the Buyer will introduce the following provisions into the agreement with the Contractor: "The Contractor undertakes to provide Buyer, within the period of 30 days from the date of conclusion of the Agreement, with a bank guarantee which is consistent, in terms of essentials, with one of the specimens indicated in the Attachment No. 6. Failure to provide a bank guarantee or provision of a bank guarantee that is inconsistent with the Ordering Party's template, shall entitle the Principal to withhold all payments until the



Contractor submits the relevant guarantee documents, and the Contractor shall not be entitled to any claims for withholding payment".

VERSION AFTER CHANGES:

OFFER FORM

8. We hereby declare that due to the strict obligations of the Buyer resulting from the grant agreement with regard to the project completion date and restrictions related to that date, we hereby accept that the Buyer will introduce the following provisions into the agreement with the Contractor: "The Contractor undertakes to provide Buyer, within the period of 30 days from the date of conclusion of the Agreement, with a **bill of exchange** or bank guarantee which is consistent, in terms of essentials, with one of the specimens indicated in the Attachment No. 6. Failure to provide a bank guarantee or provision of a bank guarantee that is inconsistent with the Ordering Party's template, shall entitle the Principal to withhold all payments until the Contractor submits the relevant guarantee documents, and the Contractor shall not be entitled to any claims for withholding payment".

CURRENT VERSION:

VII. PLACE, DATE AND MODE FOR SUBMITTING OFFERS:

VII.1. Offers must be submitted by March 25, 2022. until 4:00 p.m. Polish time (CET)

VERSION AFTER CHANGES:

VII. PLACE, DATE AND MODE FOR SUBMITTING OFFERS:

VII.1. Offers must be submitted by **March 31, 2022**. until 4:00 p.m. Polish time (CET)

Announcement no. 4 is only a detailed specification of the existing provisions of the inquiry. The remaining content of the inquiry remains unchanged.