

Katowice, on 09.02.2022r.

INQUIRY No. 2/2022/0786

Due to realization of the Project " Innovative hybrid technology of straightening hot-rolled sheets " (co-financing agreement number: POIR.01.01.01-00-0786/18), co-financed by the European Development Fund Regional and under the Intelligent Development Operational Program 2014-2020, sub-measure 1.1.1 Industrial research and development works carried out by enterprises (competition organized by the National Center for Research and Development No.: 5 / 1.1.1 / 2018) and in connection with the obligation to make purchases in based on the most economically advantageous offer, in accordance with the principles of fair competition, efficiency, openness and transparency, **ArcelorMittal Distribution Solutions Poland Sp. z o.o. submits an inquiry for the purchase, delivery (in accordance with DDP INCOTERMS 2010), installation and commissioning of fixed structural components in demonstration plant: inner stress measuring system.**

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

I. BUYER:

ArcelorMittal Distribution Solutions Poland Sp. z o.o.

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hereinafter referred to as the " *Company*" or " *Purchaser*".

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 with further changes).
- II.2. This procedure is awarded in a mode consistent with the principle of competitiveness.
- II.3. This procedure is performed in accordance with the principle for fair competition, effectiveness, openness, transparency and equal access.
- II.4. The Buyer shall make every effort to avoid any conflict of interest understood as the absence of impartiality and objectivity.
- II.5. The present procedure shall be carried out in accordance with the Contract awarding regulations (hereinafter: Regulations) which is in effect at the Buyer's company.
- II.6. The Contract Awarding Regulations are available at the Buyer's headquarters (ul. Stalowa 1, 40-610 Katowice) and on the Buyer's website.
- II.7. The Buyer reserves the right to:
 - a) change the content of the request for quotation inclusive of a change of the procedure conditions,

b) close the procedure without the selection of any of the bids or cancellation of the procedure at any of its stages, without the indication of cause.

If the selected Supplier withdraws from concluding the contract with the Buyer or if the contract is not signed by April 15, 2022, the Buyer concludes a contract with the next Supplier who received the next highest number of points in the contract award procedure.

- 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 shall, within up to 60 days as of submission of the last modified bid, evaluate the bids and select the Contractor whose bid is the best,
 - h. The Buyer may ask the Bidders to give their consent to an extension of the bid validity period.
- II.11. In case of closing of the procedure without a selection or cancellation of the procedure, the Buyer shall immediately inform the Bidders, who submitted the bids and publish a relevant information.
- II.12. This request for bid does not oblige the Buyer to conclude an Agreement.
- II.13. As part of this procedure the Buyer does not allow the possibility of acceptance of partial bid.
- II.14. As part of this procedure the Buyer does not allow the possibility of awarding variant bids.
- II.15. Submitting an offer is tantamount to accepting without reservations the content of this request for quotation with attachments, and the Regulations.
- II.16. Documentation related to this request for quotation (including attachments) may be prepared in Polish and English.
- II.17. If the tenderer submits an offer in English the contracting authority has the right to request the tenderer to submit an offer in Polish.
- II.18. In the event of any doubts as to the content of the documents relating to the proceedings in question, the binding language is Polish. The exception is the Specification of Technical Requirements, for which Polish is the binding language for any doubts as to

the content of the document.

III. DESCRIPTION OF THE OBJECT OF THE CONTRACT (INCLUDING THE CPV CODES)

CPV¹ code (s): Industrial process control devices – 38810000-6

A detailed description of the subject of the contract is indicated in the technical specification constituting Appendix *SIWZ_AMDS_02_2022_0786_ENG pomiar naprężeń* to the inquiry in question.

The place of performance of the subject of the order is: ArcelorMittal Distribution Solutions Poland Sp. z o.o; Ujastek 1, 30-969 Cracow.

ATTENTION:

Due to the fact that the implementation of this subject of the order will be carried out under the contract for co-financing, the Purchaser is bound by strict deadlines for the implementation of the project. Due to the above, the deadlines imposed in this request for quotation (including the date of signing the contract, the date of commencement and completion of the subject of the contract) must be respected.

The deadlines indicated in this inquiry have been indicated in order to efficiently conduct the procedure on the basis of which the supplier will be selected. Failure by bidders to comply with the deadlines specified in this request for proposals (including the deadlines for submitting updates to the submitted offer) will be the basis for rejection of the offer.

ATTENTION:

Due to sanitary restrictions and rigors resulting from the situation of the coronavirus pandemic and the internal rigors of the Company in terms of work organization, and in order to meet the needs of bidders in terms of detailing the content of the subject of the contract, Buyer prepared a package of organizational solutions for bidders interested in taking a department in this procedure.

The first solution is the possibility of conducting an on-site inspection in a remote mode. Details of remote viewing are listed below.

The second solution is the recording of a film prepared by the Buyer (hereinafter: "recording") showing the existing infrastructure of the Company in the SSC Cracow Branch and specific technical conditions that may affect the implementation of the subject of the contract.

Due to the fact that the information and images disclosed in the content of the recording constitute a business secret, the Ordering Party reserves that the sent of the recording by e-mail will take place after the Bidder sends back a signed declaration of confidentiality in accordance with Annex 3 to the inquiry in question

The confidentiality declaration must be signed by persons authorized to do so by the Bidder in the registration document or the power of attorney granted .

DETAILED INFORMATION ON POSSIBILITIES TO MAKE A LOCAL VISION IN REMOTE MODE (hereinafter: 'local vision'):

Conducting a remote on-site inspection will consist in connecting the Tenderer at the time agreed with the Ordering Party using the free application: Microsoft Teams with the possibility of using a microphone and a camera. The vision will take the form of a videoconference, which can be connected via a device with Internet access

To the previously indicated e-mail address of the Bidder, Buyer will send a link inviting them to participate in a remote site visit.

After receiving the e-mail with the invitation, the Bidder joins the remote meeting by pressing the "Join meeting" button (or similar - depending on the platform used).

The Bidder, agreeing with the Buyer on the date of the vision, must indicate the names and surnames of the people who will participate in the remote vision. For organizational reasons, the Bidder has the right to delegate up to three people to participate in the remote site inspection.

In case 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 videoconferences 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 for technical matters, such as checking the microphone, camera and internet connection stability. Buyer is not responsible for any technical organization of the remote vision by the Bidder.

Before a videoconference, make sure that the camera is not obstructed and that the microphone and sound player in the workstation are working properly.

The bidder cannot record the course of the meeting (complete ban). A voice recording of the meeting is kept by the Purchaser.

Conducting a remote on-site inspection will be carried out in the formula of questions and answers.

In order to ensure the effectiveness of the on-site visit, any questions and doubts of the Bidder regarding the subject of the order must be submitted to Buyer 24 hours (by e-mail) before the agreed date of the on-site visit.

Bidders will have the right to undergo a one-off on-site visit lasting no longer than 180 minutes.

The date of the on-site visit will be agreed with the Bidder via e-mail. Conducting an on-site visit can be carried out until March 04, 2022.

DEADLINE FOR THE IMPLEMENTATION OF THE ORDER:

The term of the contract:

Deadline for completing the subject of the contract: installation of the subject of the contract no later than September 18, 2022. Final commissioning of the subject of the contract no longer than December 30, 2022.

The deadline for completing and final commissioning of the subject of the order is an admissible condition. Offers that indicate a longer term of the subject of the contract will be rejected. Completion of the subject of the contract is understood as the signing by Buyer of a faultless final acceptance protocol, during which there is a final confirmation of the achievement and compliance with the technical conditions of the installation's operation included in the technical specification.

Only those offers whose completion date is specified in this inquiry or is shorter than 6 months from the conclusion of the contract with the selected tenderer are admitted to the evaluation.

Buyer reserves the right to change the date of implementation of the subject of the order (contract) based on the status of the project implementation or in the event of force majeure or other terms of the co-financing contract.

Due to the fact that the implementation of the subject of the contract covered by this request for quotation is closely related to the project implemented by the Company, for which Buyer has

signed a co-financing agreement, and due to the rigors related to the period of expenditure eligibility related to, inter alia, with the timely commissioning of research equipment (which is directly related to the deadline of the supplier and carrying out final acceptance - constituting the last milestone in the implementation of the subject of the contract), the content of the contract for the implementation of the subject 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 of the contract, which will then be included in the content of the contract with the selected bidder.

Provisions regarding contractual penalties that will be included in the content of the contract with the selected bidder:

„The contractor will be obliged to pay to the Purchaser a contractual penalty:

- a) for failure to meet the delivery date for the Equipment – 0,5% of the gross value of the contract, for each week of delay from the date designated as the delivery date to the delivery date,*
- b) for failure to meet the deadline for commissioning the Equipment - in the amount of 0,5% of the gross value of the contract, for each week of delay from the date set as the day of commissioning to the day of commissioning*
- c) for non-performance or improper performance of the contract for reasons attributable to the Contractor - in the amount of 10% of the gross contract value,*
- d) for failure to meet the deadline for repair or replacement of the device - in the amount of 0,1% of the gross value of the contract, for each day of delay from the date of expiry of the repair or replacement deadline, resulting from this declaration, until the date of repair*
- e) for delay in delivering a replacement device – 0,1% of the gross contract value for each day of delay in delivering a replacement device,*

In the event of non-performance or improper performance of the contract, Buyer has the right to withdraw in whole or in part from the contract with the right to demand a contractual penalty referred to in point c) above. The declaration of withdrawal should be submitted in writing within 14 working days of learning about the event constituting the basis for the withdrawal. The total value of the contractual penalties may not exceed 10%. Buyer has the right to claim damages in excess of the contractual penalty on general terms.”

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

Warranty and service requirements:

- a. warranty min. 24 months from the date of signing the flawless final acceptance protocol; (condition permitting). Offers with a shorter warranty period will be rejected.
- b. Service response time no later than 48 hours from reporting, and if necessary, the physical presence of a representative on the pilot line no later than 72 hours from reporting; (condition permitting). Offers indicating a longer service time will be rejected.
- c. Free service inspection, at least once a year during the warranty period,
- d. with replacement of consumables required by the manufacturer.
- e. The requirement for an additionally paid post-warranty service of the device for a minimum period of 5 years after the warranty period (not included in the offer price).
- f. Direct / remote technical support via VPN for the duration of the proposed warranty, 24 hours a day - 7 days a week.

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:

- a. are authorized to perform a specific activity or activity, if the regulations impose an obligation to have such powers - a condition confirmed by a declaration,
- b. conduct activities in accordance with the description of the subject of the contract - a condition confirmed by a declaration,
- c. have the necessary knowledge and experience, and have technical potential and people capable of performing the contract - a condition confirmed by a declaration in accordance with the Annex (Reference List) to the Offer Form attached as Annex 1 to this inquiry reference orders in the last five years and the submission of one reference letter related to the procurement indicated in the summary. The reference list must include properly performed orders, the scale and functionality of which is similar to the subject of the order described in the Inquiry..
- d. are in an economic and financial situation ensuring the performance of the contract - a condition confirmed by a declaration,
- e. are not in liquidation or have not declared bankruptcy - condition confirmed by a declaration,
- f. are not in arrears with the payment of public and legal fees, taxes or social security or health insurance contributions - the Bidder will submit a declaration that he is not in arrears due to the above-mentioned fees (public and legal fees, taxes, social or health insurance contributions) - a condition confirmed by a declaration,
- g. will have a civil liability insurance policy relating to their business activity - the Bidder will submit a declaration that within 60 days of signing the contract he will have an appropriate third party liability insurance policy for the equivalent of at least 1,000,000.00 € on the day of signing the contract with the selected bidder. The policy will be valid / extended for the entire duration of the contract to the value indicated above - if applicable,
- h. have not been legally convicted of an offense committed in connection with the contract award procedure, bribery, offense against economic turnover or other offense committed in order to gain financial benefits - applies to a partner of a general partnership, partner or member of the management board of a partnership, general partner of a limited partnership and limited joint-stock partnership; a member of the management body of a legal person - a condition confirmed by a declaration,
- i. have not been legally convicted of an offense committed in connection with the contract award procedure, bribery, offense against economic turnover or other offense committed in order to obtain financial benefits - applies to a partner of a general partnership, partner or member of the management board of a partner company, general partner of a limited partnership and partnership limited joint-stock partnership; a member of the management body of a legal person - a condition confirmed by a declaration,
- j. have signed a contract or a confidentiality declaration according to the template provided by Buyer and attached to this inquiry in order to receive a full description of the subject of the contract - if applicable,
- k. have signed a Prevention Plan according to the template attached to this RFP, which will then form an attachment to the contract with the successful bidder;
- l. 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.

IV.2. Buyer will verify the compliance of the submitted offer with the requirements of the description of the subject of the contract by examining the completeness of the descriptions presented.

- a. **The offer will be fully completed, and all activities and possible equipment necessary for the proper implementation of the project will be presented by the Bidder in the offer.**
- b. **The tenderer will read Annex *SIWZ_AMDS_02_2022_0786_ENG pomiar naprężeń (Technical Specification)* and attached documentation, and after making sure that the delivery, assembly and commissioning are feasible, he will take full responsibility for the guaranteed level of project functioning**
- c. **The bidder is obliged to submit the offer in accordance with the tender documentation and the conducted site inspection. It should also provide for any additional works not included in Appendix *SIWZ_AMDS_02_2022_0786_ENG pomiar naprężeń (Technical Specification)*;**

IV.3. Bidders will be excluded from applying for the contract if:

- a. do not meet the conditions specified in IV.1 of this inquiry;
- b. in the last 3 years prior to the commencement of the procedure, they caused damage by not performing the contract or performing it improperly, and the damage has not been voluntarily remedied by the date of initiation of the procedure, unless the non-performance or improper performance is a consequence of circumstances for which the Bidder is not responsible. Buyer will therefore exclude the Bidder from the proceedings if the following conditions are jointly met:
 - (1) in the last 3 years prior to the commencement of the procedure, caused damage by not performing the contract or by improperly performing it,
 - (2) the damage has not been voluntarily remedied by him until the proceedings are instituted,
 - (3) a contrario, non-performance or improper performance of the contract is a consequence of circumstances for which the Bidder is responsible.
- c. individuals who have been legally convicted of an offense committed in connection with the contract award procedure, an offense against the rights of paid persons, a crime against the environment, a bribery offense, an offense against economic turnover or other offenses committed for financial gain, as well as for a crime tax or the offense of participating in an organized group or association aimed at committing a crime or fiscal offense,
- d. general partnerships whose partner has been legally convicted of an offense committed in connection with the contract award procedure, offense against the rights of paid persons, offense against the environment, bribery, offense against economic turnover or other offense committed for financial gain, and also for fiscal offense or the offense of participating in an organized group or association aimed at committing a fiscal crime or offense,
- e. partner companies whose partner or member of the management board has been legally convicted of a crime committed in connection with the contract award procedure, an offense against the rights of people performing paid work, an offense against the environment, a bribery offense, an offense against economic turnover or other offenses committed for financial gain, as well as for a fiscal offense or the offense of participating in an organized group or association aimed at committing a crime or fiscal offense,

- f. limited partnerships and limited joint-stock partnerships, whose general partner has been legally convicted of an offense committed in connection with the contract award procedure, an offense against the rights of people performing paid work, an offense against the environment, a bribery offense, an offense against economic turnover or another offense committed in order to gain benefits property, as well as for a fiscal offense or the offense of participating in an organized group or association aimed at committing a crime or fiscal offense,
- g. legal persons whose current member of the management body has been legally convicted of a crime committed in connection with the contract award procedure, an offense against the rights of persons performing paid work, an offense against the environment, an offense against bribery, an offense against economic turnover or another offense committed for financial gain, as well as for a fiscal offense or the offense of participating in an organized group or association aimed at committing a crime or fiscal offense,
- h. are collective entities against which the court has ruled a ban on applying for contracts, based on the provisions of the liability of collective entities for acts prohibited under penalty.

IV.3 Bidders who are personally or financially related with Buyer will be excluded from applying for the contract (interrelationships between Buyer or persons authorized to incur obligations on behalf of Buyer or persons performing on behalf of Buyer activities related to the Contractor selection procedure and the Bidder) confirmed by a declaration.

Capital or personal ties are understood as mutual connections between Buyer or persons authorized to incur liabilities on behalf of Buyer or persons performing on behalf of Buyer activities related to the preparation and conduct of the Contractor selection procedure and the Contractor, in particular:

- participating in the company as a partner in a civil partnership or partnership,
- owning at least 10% of shares or stocks,
- acting as a member of the supervisory or management body,
- being married, in relationship of kinship or affinity in a straight line, kinship of the second degree or affinity in the lateral line or in relation to adoption, care or guardianship.

V. OFFER EVALUATION CRITERIA WITH INFORMATION ON POINTS OR PERCENTAGE WEIGHTS ASSIGNED TO INDIVIDUAL OFFER EVALUATION CRITERIA:

V.1. The evaluation of proposals consists of two parts: the financial and commercial evaluation and technical evaluation.

L.p.	Name	Maximum number of points
1.	<p>Net price* of the subject of the contract indicated in point III of this inquiry.</p> <p>[PLN]</p> <p><i>* The offer price must include all costs related to the implementation of the subject of the contract.</i></p>	80
2.	<p>Warranty period*</p> <p>[month]</p> <p><i>* only those offers whose warranty period will not be shorter than 24 months from the date of signing the acceptance protocol without reservations will be accepted for evaluation)</i></p>	20
	TOTAL	100

Maximum no. of points that a Contractor may be awarded for all a/m criteria is 100. Points under each criterion shall be calculated with accuracy to two decimal places.

With regard to Bidders who have met the conditions for participation in the procedure, the evaluation of the bids will be made on the basis of the following criteria:

a) Price ("C") - 80 points

When calculating this criterion, Buyer will take into account the net price in PLN for the performance of the subject of the contract. The price must include:

- purchase price, delivery price (in accordance with DDP INCOTERMS 2010), installation and commissioning of a pilot installation;
- value of works specified in the subject of the contract,
- VAT,
- all materials and devices used,
- labor costs for people and equipment,
- transport costs,
- costs of securing the area,
- all taxes and fees,
- costs of site surveying services
- insurance costs,
- costs of loading and unloading,
- all costs related to the comprehensive performance of the contract,
- all fees and compensations for damages, costs and losses resulting from the relationship with the execution of the order).

The scoring for the prices of subsequent offers will be made according to the formula:

$$C = (C_{min} : C_o) \times 80$$

Where:

C – number of points awarded to given Bid under the criterion Price

C_{min} – the lowest price among valid Bids

C_o – price provided by the Contractor who's outcome is being calculated

Thus, the maximum number of points that a Contractor may be awarded for the criterion Price is 70.

b) Warranty period ("G") – 20 points

Points will be awarded in cases where the offer will indicate a warranty period longer than 24 months, counted from the date of signing the fault-free final commissioning protocol (condition admitting). Offers with a shorter warranty period will be rejected.

Points awarded for the criterion Guarantee for the whole procurement shall be calculated using the formula below:

$$G = (G_o : G_{max}) \times 20$$

Where:

G – number of points awarded to given Bid under the criterion Guarantee

G_o – guarantee period provided by the Contractor whose outcome is being calculated

G_{max} – longest guarantee period among all valid Bids (meeting the admittance condition)

Thus, the maximum number of points that a Contractor may be awarded for the criterion Guarantee is 30

THE FINAL NUMBER OF POINTS WILL BE CALCULATED BY SUBJECTING THE DATA OBTAINED ABOVE INTO THE FOLLOWING FORMULA:

$$\text{Total points} = \text{Criterion „C”} + \text{Criterion „G”}$$

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

The offers will be assessed by the Tender Committee appointed by the Purchaser. First of all, the fulfillment of formal conditions will be assessed. The Purchaser may request the Bidders to provide explanations regarding the content of the submitted bids 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 tenderer. Obvious errors are rectified by the Purchaser in a special form, notifying the tenderer whose offer has been corrected. If the Tenderer does not agree to the correction of the errors within the time limit indicated by the Purchaser, his offer will be rejected. Subsequently, the committee will evaluate the fulfillment of the admittance conditions required from Bidders. Information on the selection of the best offer (including the name, address and price of the winner of the procedure) will be published on the website of the Purchaser and the Competitiveness Database.

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 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.

VII. PLACE, DATE AND MODE FOR SUBMITTING OFFERS:

- VII.1. **Offers must be submitted by March 14, 2022. until 4:00 p.m. Polish time (UTC/GMT +1)**
- VII.2. The offer (with the required attachments) should be prepared in Polish or English. In the subject of the e-mail, please indicate the name and number of the inquiry, indicated on the first page of this inquiry.
- VII.3. **The offer should be signed by persons authorized to represent the Bidder in accordance with the registration document or in accordance with the power of attorney granted.**

- VII.4. Offers must be submitted by e-mail amds.przetarg@arcelormittal.com.
- VII.5. The date of submission of the offer is the date of receipt of the e-mail address provided in the inquiry.
- VII.6. Offers received after the deadline will not be assessed.
- VII.7. The Bidder may ask Buyer to explain the content of the inquiry. Buyer will provide explanations if the inquiry has been received by Buyer no later than 3 working days (working days: Monday from 8:00 am to Friday until 3:30 pm, excluding public holidays) before the deadline for submitting offers. In the case of orders with a deadline of at least 30 days for the submission of tenders, the inquiries of Bidders may be submitted no later than 7 working days before the deadline for submission of tenders..
- The content of the questions together with the Purchaser explanations is published in the same way as the inquiry was published.
- VII.8. The Bidder shall bear the costs related to the preparation of the offer.
- VII.9. The offer should be prepared in accordance with the form constituting Appendix 1 to this inquiry.**
- VII.10. At each stage of the procedure, during the examination and evaluation of offers, Buyer reserves the right to request additional information from the Bidders, which it deems necessary for a reliable evaluation of the submitted offers..
- VII.11. Information on the possible need to supplement the submitted offer (including the scope of the required supplements and the date and method of their submission) will be provided via e-mail.
- VII.12. If the Bidders fail to provide certificates or declarations confirming the fulfillment of the conditions for participation in the contract award procedure, the Supplier Selection Commission may set an additional deadline for their supplementation..
- VII.13. The offer (prepared in accordance with the submitted model) must be attached:
- Statements confirming the fulfillment of the conditions regarding the order specified in points IV.1., IV.2 and IV.3. of this query;
 - A signed contract or declaration of confidentiality;
 - General purchase conditions signed;
 - Bidder's registration document or a power of attorney granted to sign the offer;
 - Substantive description of the method of implementation of the subject of the contract.

VIII. OFFER BINDING DATE:

The offer should include its validity period (minimum 120 days from the date of expiry of the offer submission deadline).

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 DISTRIBUTION SOLUTIONS POLAND SP. Z O.O. I inform that:

- the administrator of personal data is ARCELORMITTAL DISTRIBUTION SOLUTIONS POLAND SP. Z O.O. based in Katowice;
- personal data will be processed as part of the proceedings in accordance with the principle of competition, in order to:
 - enabling the bidder to participate in the procedure - Art. 6 sec. 1 lit. b GDPR;

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

X. ADDITIONAL INFORMATION:

- X.1. Buyer recommends that the information restricted as a trade secret be submitted by the Bidder, marked as "trade secret". Lack of an unequivocal indication of which information constitutes a trade secret will mean that all statements made in the course of this procedure are open to the public without reservations. The reservation of confidentiality of information that does not constitute a business secret within the meaning of the Act on combating unfair competition will be treated as ineffective and will result in its declassification.
- X.2. The bidder may change, supplement or withdraw his offer before the offer submission deadline. In the event of a change, supplement or withdrawal of the offer. In such a case, the envelope should be additionally marked with the following annotation: CHANGE / ADDITION / WITHDRAWAL OF THE OFFER..
- X.3. The purchaser allows for advance payments.
- X.4. Submitting an offer is tantamount to accepting without reservations the content of this request for quotation with attachments and the Regulations.
- X.5. Bidders are entitled to a legal remedy in the form of a protest against the evaluation of offers in accordance with the Regulations.
- X.6. Buyer reserves the right to enter into price negotiations with the Bidder who submits offers that meet the admissible conditions specified in this Inquiry.
- X.7. The offers will be assessed by a tender committee appointed by Buyer. First of all, compliance with formal conditions will be assessed. The Awarding Entity 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 Buyer in a special form, notifying the bidder whose offer has been corrected.

- X.8. If the Bidder does not agree to the correction of errors within the time limit indicated by Buyer, his offer will be rejected.
- X.9. Subsequently, the committee will evaluate the fulfillment of the admittance conditions required from Bidders.
- X.10. Information on the selection of the best offer (including the name, address and price of the winner of the procedure) will be posted on the website of Buyer and the competition database.
- X.11. The purchaser reserves the right to change the terms of the contract concluded as a result of this order. The changes may concern:
- the term of the Agreement - changes resulting from, among others from the extension of the project implementation,
 - the size of the contract - increasing the size of the contract will not exceed 50% of the value of the awarded contract specified in the concluded Agreement,
 - changes indicated in the essential terms of the contract (if applicable).

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

ANNEXES:

1. The offer with a substantive description of the method of implementation of the subject of the contract and statements confirming the fulfillment of the conditions of point IV.1, IV.2 and IV.3. of the inquiry no. 2/2022/0786 of February 09, 2022.
2. Technical specification of the subject of the contract;
3. A declaration of confidentiality;
4. General terms and conditions of purchase in force at Buyer;
5. Bank guarantee template;

APPENDIX No. 1 TO THE REQUEST FOR QUOTATION No. 2/2022/0786 of February 09, 2022

BID FORM

The bid constitutes a reply to the request for quotation no. 2/2022/0786 of February 09, 2022, concerning **purchase, delivery (in accordance with DDP INCOTERMS 2010), installation and commissioning of a pilot installation for inner stress measuring system installed upstream and downstream sheet levelling components.**

Data of the Bidder:

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

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

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

2. We ask you to fill in the table below indicating the price breakdown for individual elements of the order. The total execution amount of the contract subject indicated in point 2 above must be identical with the price summary indicated in the breakdown below.

L.p.	The element of the subject matter of the contract included in item No. III of the request for quotation No. 2/2022/0786 of February 09, 2022	Quantity	NET VALUE PLN/EUR	In words:	Remarks:
1	Measuring equipment for the device no. 1				
2	Mechanical system for device no. 1				
3	Measuring equipment for the device no. 2				
4	Mechanical system for				

	device no. 2				
5	Measuring equipment for the device no. 3				
6	Mechanical system for device no. 3				

BUYER'S INFORMATION:

Please specify the prices in EUR or PLN (without VAT) as well as in gross values.

The price above includes:

- price of: purchase, delivery (in accordance with DDP INCOTERMS 2010), installation and commissioning of a pilot installation
- the value of work specified in the subject of the contract,
- value-added tax (VAT)
- all materials and equipment used
- labor costs of people and equipment,
- transport costs
- costs of securing the site
- all taxes and charges,
- construction site surveying costs
- insurance costs,
- loading and unloading costs
- any costs associated with the comprehensive execution of the contract,
- any fees and compensation for damages, costs and losses arising from the execution of the tender).

Quotation of the price in another currency shall result in the Buyer's conversion of the price into PLN 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 PLN 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.

- 3.** I confirm to have acquainted myself with the request for quotation together with its appendices and I do not raise any objections to it.
- 4.** We declare that the deadline for completing the subject of the order will be completed by December 30, 2022.
- 5.** The bid is valid for 120 days as of its submission date.
- 6.** I declare that in case of selecting our offer by the Buyer, we give our consent to the disclosure of information regarding the selection of our company (the result of the procedure, including information about the offered price for the contract subject matter, as well as the name of the Bidder with his full address) to the public, including publication on the competitiveness database.
- 7.** Term of payment: to be agreed between the parties
- 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".

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

10. If an Integrated Management System is used? No/ yes - please describe.

11. I declare that in case of choosing this offer, I agree to include the following provision in the content of the contract for the execution of the subject matter described in this offer:

"In case of non-performance or improper performance of the contract, the Contractor shall be obliged to pay a contractual penalty to the Buyer:

- a) for failure to meet the delivery date of the Equipment - in the amount of 0,5% of the gross value of the contract, for each week of delay from the date designated as the delivery date to the date of delivery,*
- b) for failure to meet the starting date of the Equipment - in the amount of 0,5% of the gross value of the contract, for each week of delay from the date designated as the starting date to the starting date,*
- c) for non-performance or improper performance of the contract for reasons attributable to the Contractor - in the amount of 10% of the gross value of the contract,*
- d) for failure to meet the deadline for repair or replacement of the equipment - in the amount of 0.1% of the gross value of the contract, for each day of delay from the date of expiry of the deadline for repair or replacement, resulting from this statement until the date of repair*
- e) for a delay in the delivery of the replacement equipment, an amount of 0.1% of the gross value of the contract for each day of delay in delivering the replacement equipment,*

In case of non-performance or improper performance of the contract, Buyer shall have the right to withdraw from the contract in whole or in part, with the right to claim the contractual penalty referred in point (c) above. The statement of withdrawal should be submitted in a written form within 14 working days from finding out about the event giving rise to the withdrawal. The total value of contractual penalties may not exceed 10%. Buyer has a right to claim damages in excess of the reserved amount of contractual penalties.

LIST OF ANNEXES TO THE REQUEST FOR QUOTATION

1. Declaration certifying the fulfilment of conditions from point IV.1 of the request for quotation No. 2/2022/0786 of February 09, 2022.
2. Declaration certifying the fulfilment of conditions from point IV.2 of the request for quotation No. 2/2022/0786 of February 09, 2022.
3. Declaration certifying the fulfilment of conditions from point IV.3 of the request for quotation No. 2/2022/0786 of February 09, 2022.
4. Description concerning the method of execution of the contract subject matter.

.....
City, date

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

APPENDIX NO. 1 TO THE BID FORM

REFERS TO THE REQUEST FOR QUOTATION NO. 2/2022/0786 of February 09, 2022

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

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

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

.....
City and date

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

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

APPENDIX NO.2 TO THE BID FORM

REFERS TO THE REQUEST FOR QUOTATION NO. 2/2022/0786 of February 09, 2022

DECLARATION CERTIFYING THE FULFILMENT OF CONDITIONS FROM POINT **IV.2** OF THE
REQUEST FOR QUOTATION

STATEMENT

CERTIFYING THE FULFILMENT OF CONDITIONS OF PARTICIPATION IN THE PROCEDURE

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

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

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

.....
City and date

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

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

APPENDIX NO. 3 TO THE BID FORM

REFERS TO THE REQUEST FOR QUOTATION NO. 2/2022/0786 of February 09, 2022

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

STATEMENT
OF NO CAPITAL OR PERSONAL LINKS WITH THE CONTRACTING PARTY

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

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

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

.....
City and date

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

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

APPENDIX NO. 4 TO THE BID FORM

REFERS TO THE REQUEST FOR QUOTATION 2/2022/0786 of February 09, 2022

A STATEMENT CERTIFYING THE NECESSARY KNOWLEDGE AND EXPERIENCE

Reference List

I hereby declare that the Bidder

.....
.....

..... (name and address of the registered office) has duly* fulfilled the orders listed in Table 1.

* * *duly completed orders shall be understood as faultless delivery, installation, commissioning and qualification.*

The reference list must include properly completed contracts whose scale and functionality is similar to the subject matter described in the Request for Quotation.

TABLE NO.1: REFERENCE LIST:

Item	Full name of the entity (and its address) for which the contract has been completed	The quantity and name of the equipment/ installation components installed in the organisation [pcs]	Year of DELIVERY AND INSTALLATIONS	Contact details necessary for verification purposes Official contact to the company where the device has been installed
1.				
2.				
3.				
4.				
5.				

It shall be a precondition that the Bidder has demonstrated in the reference list that it has fulfilled at least five reference contracts during the past five years and that it has submitted one reference letter relating to the contract indicated in the list above. The reference list must include properly completed contracts whose scale and functionality is similar to the subject matter described in the Request for Quotation.

.....
City, date

.....
Name, surname, signature, stamp*

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

ZAŁĄCZNIK NR 3 DO ZAPYTANIA OFERTOWEGO nr 2/2022/0786 of February 09, 2022

OŚWIADCZENIE O POUFNOŚCI

CONFIDENTIALITY STATEMENT

Złożone przez:

Made by:

wobec:

to:

.....

.....

I. PREAMBUŁA

I. PREAMBLE

- ARCELORMITTAL DISTRIBUTION SOLUTIONS POLAND SP. Z O.O. rozpoczął realizację projektu pod nazwą „*Innowacyjna hybrydowa technologia prostowania blach gorącowalcowanych*” (nr umowy o dofinansowanie: POIR.01.01.01-00-0786/18 współfinansowanego ze środków Europejskiego Funduszu Rozwoju Regionalnego i w ramach Programu Operacyjnego Inteligentny Rozwój 2014-2020, podziałanie 1.1.1
- Oferent zainteresowany jest złożeniem oferty w postępowaniu przetargowym ogłoszonym przez ARCELORMITTAL DISTRIBUTION SOLUTIONS POLAND SP. Z O.O. w ramach Projektu („Przetarg”);
- Zgodnie z zapytaniem ofertowym, uzyskanie przez Oferenta dostępu do niektórych dokumentów przetargowych wymaga złożenia przez Oferenta niniejszego oświadczenia o poufności.

- ARCELORMITTAL DISTRIBUTION SOLUTIONS POLAND SP. Z O.O. started realization of the project named “*Innovative hybrid technology of straightening hot-rolled sheets*” (co-financing agreement number: POIR.01.01.01-00-0786/18) co-financed from the funds of the European Regional Development Fund and as part of the Smart Growth Operational Program 2014-2020, Measure 1.1.1
- The Bidder is interested in placement of an offer in the tender procedure announced by ARCELORMITTAL DISTRIBUTION SOLUTIONS POLAND SP. Z O.O. within the framework of the Project (“Tender”),
- According to the request for bids, access to some of the tender documents by the Bidder require submitting of this confidentiality statement.

II. Przedmiot i cel Oświadczenia

1. Niniejsze oświadczenie o poufności („Oświadczenie”) określa zasady i warunki regulujące ujawnienie, wykorzystanie i ochronę przekazywanych przez ARCELORMITTAL DISTRIBUTION SOLUTIONS POLAND SP. Z O.O. Oferentowi informacji poufnych („Informacje Poufne”), określonych w punkcie 3 poniżej, w celu złożenia oferty przez Oferenta, a także w trakcie

II. Subject and Purpose of the Agreement

1. This confidentiality statement (“Statement”) determines the principles and conditions which govern the disclosure, use and protection of confidential data disclosed by ARCELORMITTAL DISTRIBUTION SOLUTIONS POLAND SP. Z O.O. to the Bidder (“Confidential Data”), described in item 3 below, for the purpose of

Przetargu, w ramach rozmów, negocjacji oraz korespondencji pomiędzy Stronami.

2. Ujawnienie Informacji Poufnych Oferentowi nie stanowi przyjęcia jego oferty, ani przyjęcia lub obietnicy jakichkolwiek przyszłych umów lub wprowadzenia zmian do już istniejących umów.

III. Informacje Poufne

1. Informacje Poufne są to wszelkie informacje, jakie ARCELORMITTAL DISTRIBUTION SOLUTIONS POLAND SP. Z O.O. będzie przekazywać Oferentowi w Przetargu, które nie zostały podane do publicznej wiadomości, w szczególności zgodnie z:

- a) Regulaminem udzielania zamówień,
- b) Wytycznymi w zakresie kwalifikowania wydatków w ramach Funduszu Rozwoju Regionalnego, Europejskiego Funduszu Społecznego oraz Funduszu Spójności na lata 2014 – 2020 oraz Wytycznymi w zakresie kwalifikowalności wydatków w ramach Programu Operacyjnego Inteligentny Rozwój 2014 – 2020.

2. Informacje Poufne mogą być używane wyłącznie dla celów uczestnictwa Oferenta w Przetargu.
3. W rozumieniu niniejszego Oświadczenia, za Informacje Poufne uważane będą w szczególności wszelkie informacje pisemne, ustne lub zapisane na nośnikach informacji, odnoszące się do działalności ARCELORMITTAL DISTRIBUTION SOLUTIONS POLAND SP. Z O.O. , w szczególności informacje gospodarcze, techniczne, know-how, handlowe, organizacyjne, finansowe, prawne, pracownicze, dotyczące sieci dystrybucyjnej, źródeł nabycia, oprzyrządowania, planów zakładów, procesów produkcji, obróbki i montażu, procedur i know-how, kosztów, technik testowania komponentów, statystycznych metod kontroli procesów oraz procesów kontroli jakości i inne, w tym mogące mieć wartość ekonomiczną, niezależnie od sposobu, w jaki zostały udostępnione Oferentowi.

IV. Zachowanie poufności Oferent:

placement of an offer by the Bidder and during the Tender, exchanged by way of/during any talks, negotiations, and correspondence between the Parties.

2. Disclosure of Confidential Data shall not constitute an offer acceptance, acceptance or promise of any future agreement, nor a change of any existing agreements.

III. Confidential Data

1. Confidential Data shall mean any information which ARCELORMITTAL DISTRIBUTION SOLUTIONS POLAND SP. Z O.O. will disclose to the Bidder in the Tender, which were not made available to the public in particular according to the:

- a) Contract awarding regulations,
- b) Guidelines for the qualification of expenditure as part of the European Regional Development Fund, the European Social Fund as well as the Cohesion Fund for 2014 – 2020 as well as the Guidelines for the eligibility of expenditure as part of the Smart Growth Operational Program for 2014 – 2020.

2. Confidential Data may be used only for the purpose of participation in a Tender.
3. In the meaning of this Statement, Confidential Data shall be understood as, in particular, any information in the written, oral or electronic form relating to the operation of ARCELORMITTAL DISTRIBUTION SOLUTIONS POLAND SP. Z O.O. , in particular, business, technical, know-how, commercial, organisational, financial, legal information, as well as information relating to staff, distribution network, sources of goods acquired, tools, plant blueprints, production processes, material treatment and assembly, procedures and know-how, costs, component testing technologies, statistical process control methods, quality inspection procedures and others, which may have an economic value, irrespective of the manner of their disclosure to the Bidder.

IV. Obligation of Confidentiality

1. The Bidder:

- a) zobowiązuje się do zachowania w tajemnicy Informacji Poufnych;
- b) nie będzie wykorzystywał, adaptował, zmieniał i stosował Informacji Poufnych dla celów innych niż dla celów uczestnictwa w Przetargu;
- c) zobowiąże swoich pracowników i współpracowników (w tym również spółek powiązanych oraz podwykonawców), którzy są zaangażowani przy uczestnictwie Oferenta w Przetargu, do przestrzegania zasad ochrony Informacji Poufnych;
- d) może kopiować Informacje Poufne tylko w zakresie niezbędnym dla celów uczestnictwa Oferenta w Przetargu;
- e) nie może ujawniać Informacji Poufnych żadnej osobie trzeciej bez uprzedniego pisemnego zezwolenia ARCELORMITTAL DISTRIBUTION SOLUTIONS POLAND SP. Z O.O. , z zastrzeżeniem lit. c) powyżej oraz pkt 5 ust. 1;
- f) w przypadku gdy oferta Oferenta nie zostanie wybrana przez ARCELORMITTAL DISTRIBUTION SOLUTIONS POLAND SP. Z O.O. , Oferent zniszczy na własny koszt wszelkie materiały zawierające jakiegokolwiek Informacje Poufne wraz ze wszelkimi kopiami będącymi w jej posiadaniu, z możliwością zachowania jednego egzemplarza ze względu na wymogi prawne; w przypadku wyraźnego żądania ARCELORMITTAL DISTRIBUTION SOLUTIONS POLAND SP. Z O.O. , Oferent niezwłocznie zwróci przekazane materiały zawierające Informacje Poufne.
- a) undertakes to keep confidential the Confidential Data;
- b) shall refrain from using, adapting and changing Confidential Data for purposes other than participation in the Tender;
- c) shall oblige its employees and collaborators (including associated entities and subBidders) involved in participation in the Tender to comply with the principles of protection of Confidential Data;
- d) can only copy Confidential Data in the scope necessary for participation of the Bidder in the Tender;
- e) shall be prohibited from disclosing Confidential Data to any third parties without obtaining prior written consent from the other Party, subject to item c) above and item 5 cl. 1;
- f) if Bidder's offer is not selected by ARCELORMITTAL DISTRIBUTION SOLUTIONS POLAND SP. Z O.O. , shall destroy, at its own cost, all materials containing any Confidential Data with all copies held by the Bidder, while it shall be possible to keep one copy for legal reasons; in case of an explicit request of ARCELORMITTAL DISTRIBUTION SOLUTIONS POLAND SP. Z O.O. , the Bidder shall immediately return all materials received which contain Confidential Data.
- V. Ograniczenia obowiązku zachowania poufności
1. Ograniczenia przekazywania lub wykorzystania Informacji Poufnych zawarte w niniejszym Oświadczeniu nie obowiązują w odniesieniu do Informacji Poufnych, które:
- a) stały się publicznie dostępne bez naruszenia niniejszego Oświadczenia przez Oferenta;
- b) były wcześniej w posiadaniu Oferenta lub pozyskane zostały legalnie z
- V. Limitation of the Obligation of Confidentiality
1. Limitations on the use or disclosure of Confidential Data set out by this Statement shall not apply to Confidential Data which:
- a) has become publicly available without a violation of this Statement;
- b) had already been at the Bidder's disposal or obtained legally from other sources or if ARCELORMITTAL

innych źródeł albo zostały wyraźnie przez ARCELORMITTAL DISTRIBUTION SOLUTIONS POLAND SP. Z O.O. zwolnione z ograniczeń przewidzianych niniejszym Oświadczeniem;

- c) muszą być ujawnione na podstawie przepisów prawa albo na żądanie sądów lub właściwych organów administracji publicznej. Jeśli Oferent, musi ujawnić Informacje Poufne, zobowiązany jest on podjąć wszystkie dozwolone środki do zapewnienia, że poufność tych informacji będzie zachowana także po ich ujawnieniu organom.

VI. Inne prawa i obowiązki Oferenta

Oferent zobowiązany jest niezwłocznie powiadomić ARCELORMITTAL DISTRIBUTION SOLUTIONS POLAND SP. Z O.O. na piśmie o każdym stwierdzonym przypadku:

1. naruszenia zobowiązania do zachowania w tajemnicy Informacji Poufnych przez Oferenta lub jakąkolwiek osobę trzecią;
2. podejrzenia o możliwości ujawnienia, przekazania lub nieuprawnionego wykorzystania Informacji Poufnych;
3. zagubienia, kradzieży lub nieuprawnionego zniszczenia nośników, dokumentów lub innych materiałów zawierających Informacje Poufne.

VII. Prawa do informacji,

Na mocy niniejszego Oświadczenia nie zostają przekazane żadne prawa, w tym majątkowe prawa autorskie, do Informacji Poufnych, w szczególności nie zostaje udzielona jakakolwiek licencja w związku z wynalazkiem, patentem, prawem autorskim lub innym prawem własności intelektualnej.

VIII. Odpowiedzialność

Oferent ponosi wobec ARCELORMITTAL DISTRIBUTION SOLUTIONS POLAND SP. Z O.O. pełną i nieograniczoną odpowiedzialność na zasadach określonych przepisami obowiązującego prawa za wszelkie szkody spowodowane ujawnieniem Informacji Poufnych w tym szkody wynikłe z działania lub

DISTRIBUTION SOLUTIONS POLAND SP. Z O.O. explicitly waived the limitations imposed by this Statement on such data;

- c) must be disclosed on the basis of the law or upon request of courts or competent public administration bodies. If the Bidder is required to disclose Confidential Data, he is obliged to employ all the allowable means to ensure that the confidentiality of such data will also be maintained after their disclosure.

VI. Other Rights and Obligations of the Bidder

The Bidder is obliged to immediately inform ARCELORMITTAL DISTRIBUTION SOLUTIONS POLAND SP. Z O.O. in writing in case of each detected:

1. breach of the obligation to maintain confidentiality of Confidential Data by the Bidder or any other party;
2. suspicion that Confidential Data may have been disclosed, shared or used without authorisation;
3. loss, theft or unauthorised destruction of media, documents and other materials containing Confidential Data.

VII. Right to Information, Personal Data Protection

No rights, including proprietary copyrights to Confidential Data shall be transferred on the basis of this Statement, in particular, no license is granted in relation to inventions, patents, copyrights or other intellectual property rights.

VIII. Liability

The Bidder bears full and unlimited liability towards ARCELORMITTAL DISTRIBUTION SOLUTIONS POLAND SP. Z O.O. in line with mandatory legal provisions for any and all damages caused by the disclosure of Confidential Data, including for damages resulting from the actions and omissions of its

zaniechania jej przedstawicieli, pracowników i współpracowników (w tym również spółek powiązanych oraz podwykonawców).

IX. Obowiązwanie

1. Niniejsze Oświadczenie obowiązuje przez okres 5 (pięciu) lat od dnia jego podpisania.
2. W przypadku zawarcia przez Strony Umowy w wyniku wyboru oferty Oferenta w Przetargu, Oferent związany jest Oświadczeniem przez okres obowiązywania łączącej je umowy, jak również przez okres 5 (pięciu) lat po jej zakończeniu.

X. Postanowienia końcowe

1. Wszelkie zmiany i uzupełnienia niniejszego Oświadczenia wymagają formy dokumentowej pod rygorem nieważności, poprzez przesłania osobom umocowanym w ARCELORMITTAL DISTRIBUTION SOLUTIONS POLAND SP. Z O.O. wiadomości e-mail zawierającej skan podpisanego przez Oferenta aneksu do Oświadczenia.
2. Niniejsze Oświadczenie podlega prawu polskiemu.
3. Spory rozpatrywane będą przez sąd powszechny, właściwy miejscowo dla siedziby ARCELORMITTAL DISTRIBUTION SOLUTIONS POLAND SP. Z O.O.
4. Niniejsze Oświadczenie sporządzone zostało w języku polskim i angielskim. W przypadku rozbieżności pierwszeństwo będą miały zapisy w języku polskim.
5. Poprzez podpisanie niniejszego Oświadczenia przez Oferenta i przesłanie skanu podpisanego Oświadczenia osobie umocowanej w ARCELORMITTAL DISTRIBUTION SOLUTIONS POLAND SP. Z O.O. , Oferent zobowiązuje się niniejszym Oświadczeniem.

Za Oferenta / For the Bidder:

/podpis/signature/

representatives, employees and collaborators (including associated entities and subcontractors).

IX. Agreement Validity Term

1. This Statement shall remain valid for the period of 5 (five) years after its signature.
2. If the Parties conclude an agreement as a result of selection of Bidder's offer in the Tender, the Bidder shall be bound by this Statement during the validity term of the agreement concluded between them, as well as for the period of 5 (five) years after its termination.

X. Final Provisions

1. Any amendments and supplements to this Agreement require document form under rigour of invalidity, by sending to the competent persons in ARCELORMITTAL DISTRIBUTION SOLUTIONS POLAND SP. Z O.O. an e-mail message containing the scan of an annex to the Statement, signed by the Bidder.
2. This Statement shall be governed by the Polish law.
3. Any disputes shall be settled by a common court of competent jurisdiction for the registered office of ARCELORMITTAL DISTRIBUTION SOLUTIONS POLAND SP. Z O.O.
4. This Statement was drawn up in Polish and English. In case of discrepancies, Polish text shall be binding.
5. By signing of this Statement by the Bidder and by sending the scan of signed Statement to the persons competent in ARCELORMITTAL DISTRIBUTION SOLUTIONS POLAND SP. Z O.O. , the Bidder shall be bound by this Statement.

/podpis/signature/



/funkcja/function/

/funkcja/function/

place: _____

place: _____

date: _____

date: _____

APPENDIX NO. 5a TO THE REQUEST FOR QUOTATION 2/2022/0786 of February 09, 2022

CONTRACT PERFORMANCE GUARANTEE TEMPLATE

(name and address of beneficiary)

ADVANCED CONTRACT PERFORMANCE GUARANTEE No.....

We have been informed that with its registered office in (hereinafter referred to as "the Buyer") has concluded [•] an Agreement No.: [•], the subject of which is [•] (hereinafter referred to as the „Agreement”) with the company [•] (hereinafter referred to as „Contractor”) for the amount of [•]

We have also been informed that in accordance with the terms of the Agreement, the Contractor must provide the Buyer a bank guarantee in the amount of [•] as a security for the proper performance of the Agreement.

Therefore, We, [name and address of the bank] (hereinafter referred to as the "Bank"), acting upon the Contractor's order, hereby irrevocably and unconditionally undertake to pay any amount or amounts up to the total amount not exceeding:

[•]

(in words: [•])

after receiving the first written demand for payment from the Buyer including a statement that the Contractor has not fulfilled its contractual obligations towards the Buyer.

In order to authenticate signatures, a written request for payment should be sent to us at [**address**] in one of the following ways:

- via the SWIFT key message (SWIFT code [•]), along with the Bank's confirmation that It is in possession of the original request for payment issued by the Buyer, signed by persons authorized to do so, and that SWIFT sent by this Bank accurately reflects the content of the Buyer's request under this guarantee and the original of the request has been sent to the above mentioned address,

Or

- through the bank keeping the Buyer's account, which will confirm that the signatures placed under the demand for payment belong to the persons authorized to sign on behalf of the Buyer.

If a payment is made under this guarantee, the amount of this guarantee shall be reduced automatically by the amount of each payment made by the Bank according to the terms of the guarantee.

This guarantee shall take effect on the date of issue and shall remain valid until [•].

Claims under the Guarantee should be received by the Bank at the latest on the last day of the Guarantee's validity. Upon expiry of this deadline or in the event of early payment of the full amount of the Guarantee, the Guarantee shall expire automatically and completely, regardless of whether the original of the Guarantee is returned to the Bank or not. Returning the original of this Guarantee before

its expiry date shall be understood as releasing the Bank from its obligations and authorizing the cancellation of the Guarantee.

The assignment of a bank guarantee is only possible with our consent. The guarantee has been drawn up in accordance with Polish law. The law of the Republic of Poland shall apply to all rights and obligations resulting from this guarantee.

Any disputes arising out of this guarantee shall be submitted to the decision of the General Court having jurisdiction over the registered office of the Ordering Party.

APPENDIX NO. 5b TO THE REQUEST FOR QUOTATION 2/2022/0786 of February 09, 2022

BANK GUARANTEE OF RETURNING AN ADVANCE PAID AT FIRST DEMAND - TEMPLATE

(name and address of beneficiary)

BANK GUARANTEE FOR THE REPAYMENT OF THE ADVANCE PAYMENT No.

We have been informed that with its registered office in (hereinafter referred to as "the Buyer") has signed on [•] an Agreement No.: [•], the subject of which is [•] (hereinafter referred to as the „Agreement“) with the company [•] (hereinafter referred to as „Contractor“)

We have also been informed that the Contractor shall receive from the Buyer an advance payment in the amount of [•] upon presentation of a bank guarantee of return of the advance payment issued to Buyer.

Therefore, We, [name, and address of the bank] (hereinafter referred to as the "Bank"), acting upon the Contractor's order, hereby irrevocably and unconditionally undertake to pay any amount or amounts up to the total amount not exceeding:

[•]

(in words: [•])

within a maximum of 7 days after receiving the first written demand for payment from the Buyer, including a statement that the Contractor has not fulfilled its contractual obligations towards the Buyer. and has not given back all or part of the advance payment made by the Buyer.

In order to authenticate signatures, a written request for payment should be sent to us at [address] in one of the following ways:

- via the SWIFT key message (SWIFT code [•]), along with the Bank's confirmation that It is in possession of the original request for payment issued by the Buyer, signed by persons authorized to do so, and that SWIFT sent by this Bank accurately reflects the content of the Buyer's request under this guarantee and the original of the request has been sent to the above mentioned address,

or

- through the bank keeping the Buyer's account, which will confirm that the signatures placed under the demand for payment belong to the persons authorized to sign on behalf of the Buyer.

If a payment is made under this guarantee, the amount of our liability will automatically be reduced by the value of the payment made.

This guarantee shall take effect on the date of issue and shall remain valid until [•].

Claims under the Guarantee should be received by the Bank at the latest on the last day of the Guarantee's validity. Upon expiry of this deadline or in the event of early payment of the full amount of the Guarantee, the Guarantee shall expire automatically and completely, regardless of whether the original of the Guarantee is returned to the Bank or not. Returning the original of this Guarantee before its expiry date shall be understood as releasing the Bank from its obligations and authorizing the cancellation of the Guarantee.

The assignment of a bank guarantee is only possible with our consent. The guarantee has been drawn up in accordance with Polish law. The law of the Republic of Poland shall apply to all rights and obligations resulting from this guarantee.

Any disputes arising out of this guarantee shall be submitted to the decision of the General Court having jurisdiction over the registered office of the Ordering Party.