

TENDER FOR A NEW BREMBO
CAST IRON FOUNDRY IN DĄBROWA GÓRNICZA**SUMMARY**

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1. BACKGROUND

Brembo will be investing in a new manufacturing facility at Dąbrowa Górnicza (Tuczna), Poland. The project requires construction of an iron casting foundry and of related buildings and infrastructures.

For this purpose Brembo invites interested suppliers to engage in Brembo's qualification process and, if they become so qualified, to submit an offer, in accordance with the rules laid down below.

2. GENERAL RULES AND REQUIREMENTS

- All interested suppliers will have to prove to Brembo that they have the necessary capacity, knowledge, organization and experience to fulfill the project requirements. Brembo will perform prior qualification of interested suppliers, according to Brembo's standard qualification criteria listed below. Following the qualification process, the qualified suppliers will be invited to submit their offers.
- Tenders will be divided in two main areas - Foundry project and Building project.
- Qualified suppliers are cautioned to read the specifications carefully. Specification discrepancies or recommendation items shall be indicated by suppliers prior to submission of their offers. Any cost items indicated after submission of the offers will not be allowed.
- The supplier shall be responsible for any minor details missing in the specification pertaining to design, fabrication, supervision or materials of essential items needed to provide Brembo with a complete and safe system operating at the specified capacity. Such omissions shall not entitle the supplier to make claims for extras on material or labor.
- Due to the need to protect legally protected or sensitive information, including business secrets, as well as to protect its legitimate commercial interests, Brembo reserves the right, at any stage of the supplier qualification or the offer evaluation process, until a contract is signed, to exclude,

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at its discretion and without giving reasons, any entity or entities from participation in this tender. Brembo shall not bear any liability in this regard, which each participant accepts by engaging in the supplier qualification or the offer evaluation process.

3. BUILDING PROJECT – CONSTRUCTION

3.1. Equipment description and requirements

- 3.1.1. A new building of around 25,000 square meters will be erected in an area of 170,000 square meters located in Dąbrowa Górnicza (Tucznawa), Poland, where a new cast iron foundry production will begin, including new core production, a new molding system, melting and casting finishing operations, a new sand plant and a small warehouse. Moreover, a new High Voltage Substation, offices, lockers, canteen, parking etc. will be erected.
- 3.1.2. The design of the main building includes buildings with steel, concrete and composite steel-concrete structures. The construction company will be expected to develop the dimensioning of the constructive nodes, and to prepare the construction drawings and calculation reports.
- 3.1.3. Planned excavations and actions include:
- (i) the excavation and levelling of the area object of intervention until the project level, with provision of the material in the yard area for the amount needed to backfill;
 - (ii) restricted sectional excavations,
 - (iii) fillings and backfilling,
 - (iv) eventual piling and/or soil reinforcement according to results of geotechnical survey.
- 3.1.4. For avoidance of doubt, the project includes:
- (i) realization of a new electrical substation through the implementation of a new concrete building and underground tunnels,
 - (ii) installation of electrical transformers (110 KV) and the related equipment,
 - (iii) a new ecological area, consisting of a building with metal structure suitable to house the caissons for the waste materials, concrete pavement and water collection networks,
 - (iv) arrangement and completion of external areas through the execution of new roads and parking lots and the finishing works consisting in signs, illumination system and green areas,
 - (v) a building including offices, reception/entrance, facilities and changing room where around 200 people will be located.
- 3.1.5. In order to respect the deadlines for the delivery of the project, tenders will be conducted based on estimated bill of quantities according to preliminary design. Final accounting of works, according to the real executed activities, will be measured and validated on site by the works supervisors.
- For the above reasons, project may be subjected to variations in the scope of work and new activities that could lead to modification in the bill of quantities initially estimated.
- 3.1.6. The contractor has to prove the technical capacities to develop the engineering drawings for construction details at Dąbrowa Górnicza (Tucznawa), Poland, related to the contract.
- 3.1.7. The related technical documentation has to be delivered for controlling and registration to the ordering party.

- 3.1.8. All documentation shall be prepared at least in English. All control functions and instruction displayed on the equipment are to be prepared at least in English. Other languages could be added in order to comply with local laws.
- 3.1.9. In relation to the electrical, mechanical and civil installations all the documentation has to be delivered to the ordering party.
- 3.1.10. Building and equipment design shall allow for operating conditions as encountered in Dąbrowa Górnicza (Tucznawa), Poland.
- 3.1.11. Engineering drawings for construction details may be required for the entire system, including general arrangements and foundation layouts with loads, as well as electrical power and control drawings.
- 3.1.12. Brembo's approval does not absolve the contractor from his responsibility for correct planning or a proper set-up of the work, since the ultimate responsibility in that regard rests with the contractor.

3.2. Qualification of contractors and invitation to bid

- 3.2.1. An interested contractor is required to submit to Brembo its declaration of interest and qualification documents (see below) within 7 days from the announcement of the tender process.

Item Nr.	Description	Announcement of the tender
1	MEP – Mechanical, electrical and plumbing	17/01/2024

- 3.2.2. In order to demonstrate qualifications for the proposed work, each interested contractor must submit, in writing, the following documents:
 - (i) evidence of experience, of the contractor and/or its subcontractors, in similar construction (cast iron foundry) projects in the last ten (10) years (with the possibility for the Brembo engineers to conduct a “bench marking” visit),
 - (ii) a customer list,
 - (iii) evidence of financial standing.
- 3.2.3. Brembo Real Estate Team will review and assess, at its discretion, all the declarations of interest and qualification documents received, against the following preselection criteria:
 - (i) experience, of the contractor and/or its subcontractors, in similar construction (cast iron foundry) projects in the last ten (10) years,
 - (ii) a customer list,
 - (iii) financial standing.
- 3.2.4. Brembo will inform relevant suppliers that they have been qualified for participation in the tender in line with the rules mentioned above and submit accordingly the request for quotation including all the relevant available tender documentation required for bidders to be able to present their offers.
- 3.2.5. The activities list, and the deadlines for submission of respective offers, are as follow:

Item Nr.	Description	Dead line for offer's submission
1	MEP – Mechanical, electrical and plumbing	a) Preliminary offer: 17/02/2024 b) Offer after technical alignment and submission of updated design: 15/03/2024 c) Final offer after negotiation including any tentative changes or comments to the Brembo template contract: 04/04/2024 Between step b) and step c) negotiation meetings will be organized in Brembo headquarter in Italy or Poland, as furtherly defined by Brembo

3.3. Documents available to qualified suppliers

3.3.1. The following documents shall be available upon request from the qualified contractors only:

- (i) Technical drawings,
- (ii) Technical specifications,
- (iii) Calculation tables,
- (iv) Template Brembo contract

3.4. Submission of offers

- 3.4.1. Contractors qualified in line with the rules above shall submit by e-mail to Brembo a copy of their offer within the deadlines defined in section 3.2.5. above.
- 3.4.2. Brembo reserves the right to reject any offer that does not comply with the tender documentation.
- 3.4.3. Qualified contractors will attend a pre-bidding meeting where they will have the possibility to discuss in detail from the technical point of view all data necessary to understand the project.
- 3.4.4. Offers will include a detailed and itemized description of the supplies as they will be supplied, including a detailed drawing of each component where necessary.
- 3.4.5. A time schedule in Microsoft "Project" showing engineering, procurement of materials, constructions, final testing and delivery must be submitted as part of the offer. If needed the contractor must be available for three shift daily operation and/or Saturday or Sunday working.
- 3.4.6. The offer has to be as in the specification and the use of subcontractors is not allowed if not previously authorized by Brembo, including on the basis of the subcontractors' own references. If a contractor expects that any activity will be subcontracted, the expected subcontractor shall be indicated in the offer and will remain subject to Brembo's prior authorization.
- 3.4.7. Each offer shall provide a price breakdown on the Price Quotation Sheet included in each technical specification.
- 3.4.8. Each offer shall provide a written statement detailing the warranty provided with each item of supply.

- 3.4.9. During the tender qualified contractors shall, by analyzing the project, verify that the works as they are designed ensure correct realization, according to building systems that they will provide.
- 3.4.10. When submitting an offer the contractor:
- (i) should review the drawings attached to the specification confirming the calculation of the amount and indicating the unit prices,
 - (ii) if the contractor considers that certain materials and / or components included in the project are not fit for use for which they were appointed - should report it before submitting the offer,
 - (iii) must provide the detailed program of the works, including any rules and sequence of operations that this contractor will follow, the equipment that will be used and any other information useful for a comprehensive identification of the work in the yard,
 - (iv) must provide all the samples of materials and components as required.
- 3.4.11. The total price offered must include:
- (i) all the burdens and formalities required by safety regulations,
 - (ii) all temporary works necessary for the proper performance of work in contract and to safeguard the works carried out by the contractor during all stages of the building site until the end of the work, and to ensure the integrity of the work performed,
 - (iii) confirmation that all items listed are included in the offer,
 - (iv) all items contained in the specification and all the requirements for the safety of the yard area.
- 3.4.12. Offers shall include a detailed schedule of the different activities indicating the expected length for each contract work. The proposed timings will be reviewed by Brembo and coordinated between the different contractors, as these timings have to be in line with the general timing of the work.
- 3.4.13. Two (2) electronic files of all technical documentation in English and Polish language shall be supplied to Brembo. In the case of the utilities, where expressly asked it could be necessary to deliver preliminary documents for installer use.
- 3.4.14. Company presentations and offers shall be sent to:

Brembo Head of Real Estate Development

Ing. Amedeo Locatelli

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24040, Stezzano (BG) Italy

E-mail: amedeo_locatelli@brembo.it

Real Estate Development Engineer

Ing. Pierre Colombi

Viale Europa, 2

24040, Stezzano (BG) Italy

E-mail: pierre_colombi@brembo.it

- 3.4.15. Brembo will seek to conclude an agreement with the successful bidder on the basis of Brembo template contract, which will be made available to eligible bidders as a part of the tender documentation. If a bidder envisages, at any stage of negotiations, proposing any changes or making any comments whatsoever to the Brembo template contract that could alter or have impact on the wording or application of this contract, such changes and comments can be submitted to Brembo, but no later than within the deadline for submission of the final offers, on the pain of being inadmissible. Please note that in line with section 3.5.1. below submission by a bidder to Brembo of changes or comments to Brembo template contract may, under the evaluation criterion “*Alignment with Brembo template contract*”, have detrimental effect on assessment of the relevant offer.
- 3.4.16. Notwithstanding section 3.4.15. above, the mere fact that a bidder proposes changes or makes comments to the contract template presented by Brembo, or that Brembo selects that bidder’s offer, does not in any way imply Brembo’s acceptance of these changes or comments, which may further be subject to negotiations between Brembo and the selected bidder and may eventually be modified or declined (in which case Brembo may decide to select the next best bidder or, if more consistent with the market conditions, annul the tender).
- 3.4.17. Bidders are also kindly requested to note that any refinements, including changes or comments to the Brembo template contract, proposed after the deadline for the "Final offer after negotiation" will not be taken into account in the tender and that their offers will be assessed by Brembo only as submitted not later than within the “Final offer after negotiation” deadline.
- 3.4.18. The requirements and rules laid down in sections 3.4.1. – 3.4.17. above apply to all offers submitted by a bidder, whether they are preliminary or final.

3.5. Selection of the successful bidder

- 3.5.1. Based on the valid offers submitted by particular qualified suppliers within the submission deadlines Brembo will select the successful supplier. The selection shall be made against the following selection criteria:

Criteria	Weight %	Evaluation Rate (from 1 to 5)
Price	45 %	
Delivery time/schedule	20 %	
Major experience, of the contractor and/or its subcontractors, in similar construction (cast iron foundry) projects in the last ten (10) years	20 %	
Alignment with Brembo template contract*	15 %	

* - Alignment with Brembo template contract shall be assessed against the following scale:

5	Full compliance with the contract template provided by Brembo, possibly with the exception of:
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	<ul style="list-style-type: none"> - minor corrections on wording or articles without any impact on commercial/technical/organization/safety aspects; - removal of conditions not applicable to the scope of the tender.
4	Minor discrepancies with one organizational aspect related to the execution of the contract (ex. construction site, supervision and testing, site manager, technical documentation etc.).
3	No compliance with aspects related to commercial conditions, such as payment terms and conditions, including liquidated damages or subcontracting conditions.
2	No compliance with aspects related to execution of the contract, such as suspension of works, termination, force majeure conditions, including confidentiality.
1	No compliance with aspects which could affect safety matters (risk to people or property) or have impact on warranties.
0	Key discrepancies in more aspects (mainly connected to commercial/technical/organization/safety aspects).

3.6. Duties of the successful bidder

- 3.6.1. All processes are inclusive of provision and installation.
- 3.6.2. The Contractor must verify and approve drawings attached to the specification and draw up a bill of quantities according to the tender.
- 3.6.3. The Contractor shall comply with the deadline set by the project and agreed in the contract.
- 3.6.4. The Contractor should specify the equipment that will be used and any other useful information for a comprehensive identification of the work in the yard.
- 3.6.5. The Contractor shall provide all the samples of materials and components as required and, but if necessary, during the offer, he can submit samples of alternatives to the project materials.
- 3.6.6. The Contractor must submit for approval, to the designer and the ordering party, the list of all materials and systems that will be applied, specifying the brands and technical specifications.
- 3.6.7. The Contractor, before the beginning of the works, will provide to the office of executive planning the statement of the project's approval declaration.
- 3.6.8. The Contractor before the implementation of each single work must provide to the office of executive planning all the materials and products certifications.
- 3.6.9. The Contractor will use all appropriate equipment for carrying out the works.
- 3.6.10. Throughout the duration of the construction works, other contractors will be operating in the areas. To this end, the Contractor shall use every precaution necessary to avoid situations of obstacle and danger to these workings.
- 3.6.11. The contract will cover the following charges:
 - (i) custody and protection of materials and works,
 - (i) materials handling,
 - (ii) resulting materials,
 - (iii) possible damages,
 - (iv) cleaning.

3.6.12. For avoidance of doubt, the following items are deemed as included in the price:

- (i) temporary works, preparations and equipment used to ensure, throughout the duration of the work, injury prevention and health protection of workers,
- (ii) transport,
- (iii) the lowering and lifting of the materials on the ground floor from the means of transport, loading on trucks, and for materials not reused, transportation to a public dump,
- (iv) engineering design, fabrication, delivery, installation supervision and commission.

3.6.13. Any type of subcontracting must be previously authorized by the ordering party as defined in the contract, in any case a list of all subcontractors and suppliers that are working on the project; this should include: Company Name, Company Phone Number and E-mail address of all contacts.

3.6.14. The Contractor will be required to provide a Project Status Report every two weeks to Brembo project manager.

3.6.15. All general arrangement and detail drawings shall become the property of Brembo. All documents will be in English and in Polish.

3.6.16. The Contractor will be required to ensure equipment warranty as outlined with the proposal.

3.7. Contract negotiation

3.7.1. Without prejudice to commitments made by the qualified suppliers in their offers (including factors such as price or time of delivery), a contract shall be negotiated between Brembo and the bidders.

3.8. Participation at all stages

3.8.1. For avoidance of doubt, all bidders are required to proceed through all the subsequent steps of the tender procedure, including the qualification and (in case of qualified bidders) review of the complete tender documentation obtained from Brembo, submission of preliminary offers, any subsequent communication on detailed terms of the tender as well as any potential comments or proposed amendments to the Brembo template contract, if and as required, and the final offer, which should be submitted as an integral text accommodating any prior alignments as well as any comments and proposed amendments to the Brembo template contract.