**REQUEST FOR PROPOSAL**

***Dear Sirs,***

***ORLEN S.A. hereby requests your proposal regarding the performance of the service described below.***

*The Bidder hereby acknowledges and accepts that bids are submitted as part of the purchasing procedure carried out by ORLEN S.A. and that bid submission constitutes one of the stages of negotiations according to art. 72 of the Civil Code, therefore, the provisions regarding offers, in the definition of art. 66, and regarding auctions and procurements, in the definition of art. 701 – 705 of the Civil Code, shall not apply.*

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1. **SUBJECT OF THE REQUEST FOR PROPOSAL:**

**The subject of the purchase is Feasibility Study for CO2 Conditioning Unit (CC\_EO) processing CO2 from Ethylene Oxide (EO) unit in ORLEN Refinery in Płock.**

The subject of the purchase is a Feasibility Study (FS), which will enable the clarification of the scope and verification of the business justification of the project related to the construction of an unit for the management of CO2 from Ethylene Oxide unit in ZP Płock (in short: CC\_EO unit). The purpose of the CC\_EO unit is to prepare CO2 for sequestration (permanent storage). It is assumed that within the CC\_EO unit, unit operations aimed at purification, compression and liquefaction of CO2 will be carried out.

CO2 processing from Ethylene Oxide (EO) unit in ORLEN Refinery in Płock is one of the work streams within the project "CO2 capture in ZP Płock", which is part of the strategic "CCS Program".

CO2 processing from EO towards sequestration is part of the decarbonization strategy by reducing CO2 emissions from refinery in Płock.

It is assumed that in the event of a positive result of verification of the economic efficiency of the project, the technical and economic data obtained in the course of this SW will be used to develop a multi-discipline Conceptual Design, which will then become the basis for defining the assumptions for EPC contracting.

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| **NOTE:**  **The purchasing process is planned to consist of 2 ROUNDS:**  **ROUND I – preselection of the Bidders**  **During this round, the Bidders will be preliminarily verified based on the key 0/1 criteria (formal and technical). In parallel, Non-Disclosure Agreements will be agreed and signed, which are necessary to provide the Bidders with detailed technical assumptions and continue the purchasing process in the ROUND II.**  The below given appendixes will be shared to the Bidder after sending declaration “Bid submission declaration” by section Questions/Answers in the Connect Platform:   * Appendix no. 5: Scope of Work * Appendix no. 5.1: Attachment III to Scope of Work - Feasibility Study Documentation * Appendix no. 5.2: Attachment V to Scope of Work - Cost Estimate Template * Appendix no. 5.3: Attachment VI to Scope of Work - Comments Resolution Sheet Template * Appendix no. 5.8. Price picture   **ROUND II – selection of the Bidders**  **During this round, the group of Bidders selected in the pre-selection process will receive detailed technical assumptions and prepare a comprehensive technical and commercial offer. During Round II, a two-stage technical and commercial evaluation will be carried out and a preferred Contractor will be selected.**  The following appendixes to Scope of Work may be shared to the Bidders only after a non-disclosure agreement (NDA) has been submitted:   * Appendix no. 5.4: Attachment I to Scope of Work - Process Design Basis * Appendix no. 5.5: Attachment IIA to Scope of Work - Site and Utility Information * Appendix no. 5.6: Attachment IIB to Scope of Work - Design Standards & Requirements * Appendix no. 5.7: Attachment IV to Scope of Work - Preliminary Location CC\_EO * The Ordering Party reserves the right to resign from performance of mentioned scope(s) without giving reasons and without any financial consequences. * In each case, the scope of ordered works will be confirmed by the Ordering Party. * The signing of the Contract and incurring financial obligations will take place after receiving corporate approvals. If the required corporate approvals are not received, the Ordering Party reserves the right to end the procurement procedure without selecting a contractor and without giving a reason. |

1. **WORKS PERFORMANCE DATES:**

**Commencement**: on the date of signing the Contract by both sides

**Completion:**

**• Kick-off meeting:** within **2 weeks** from the date of mutual signing of the agreement

**• Completion of the Feasibility Study (final Acceptance Protocol signed): 26 weeks** from the date of the kick-off meeting

**Feasibility study shall consist of three phases** (each followed by FS Results Report and Acceptance Protocol):

**Phase I – configuration Study**

**Phase II – Process Study**

**Phase III – Implementation Study**

*\*This is the estimated date of completion of the last works by the contractor. The exact date of completion of the subject matter of the agreement will be consequential and cannot be indicated.*

*If the Bidders appear at the stage of the procurement procedure with information that the proposed deadline is not possible to meet, the Ordering Party has the opportunity to analyse it and extend it and present a new deadline.*

1. **DOCUMENTS AND INFORMATION REQUIRED TO PLACE A BID**

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| In order for the bid to be accepted and considered, it is necessary to present documents and information listed in  **Appendix No. 1, 2, 3.** |

1. **BID** **SUBMISSION – CONDITIONS/ RULES:**
   1. If you would like to place a bid, please send us a short message through CONNECT. To write a

message, please choose "Ask the Ordering Party a question" or "Go to questions and answers" and fill in the question field - in the "Subject of the message" field, please enter: "Bid submission declaration", write short information that you are interested of participation in our purchasing process.

* 1. After receiving the detailed Scope of Work from ORLEN S.A., please prepare your bid.
  2. The bid must be placed before the deadline specified in the CONNECT system, in Polish or English, through CONNECT - Purchasing Platform of the ORLEN Group available at <https://connect.orlen.pl> by completing all fields in the form and attaching the information/documents requested in the RFP.
  3. The lack of any document in a bid, or the lack of a declaration of its delivery at another date indicated and agreed with the Ordering Party, may result in the exclusion of the Bidder from further proceedings.
  4. The bid should be signed by a representative of the Bidder, authorised according to the provisions of National Court Register or other respective commercial register of companies or according to the relevant power of attorney.
  5. If you do not wish to submit a bid please send us a short message through CONNECT (in the "Subject of the message" field, please write "Decline the request to submit a bid", please indicate the reasons in the body of the message and click "Decline" (the order of the actions is relevant).
  6. Any requests for additional information and explanations should only be submitted through CONNECT ("Ask the Ordering Party a question" option) in the timeframe provided for by the system. The reply will be submitted in the same way.
  7. The Purchaser reserves the right not to answer the questions asked if questions are asked within the three days before the required date for submission of tenders.

1. **PROCESS –** **MODE OF BID SUBMISSION:**

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| **ORLEN S.A. operates a two-step bid submission process:**  **Formal and technical documents may not contain any trade information and/or remuneration.**  Bidders submit documents (scanned copies of documents) through the CONNECT system.  **ROUND 1:**   * The signed **Appendix No. 1** constituting the **FORMAL OFFER** along with the required **Appendices F1-F7** should be attached in the item entitled "FORMAL OFFER" - Please submit all files in one .zip file. * The signed **Appendix No. 2** constituting the **TECHNICAL OFFER – ROUND I** along with the required **Appendices T1-T2** should be attached in the item entitled "TECHNICAL OFFER" - Please submit all files in one .zip file.   **NOTE: During this stage, NDA agreements will be agreed and signed, which are necessary to provide Bidders with detailed technical assumptions and continue the purchasing process in the next round.**  **ROUND 2:**  After evaluation by ORLEN S.A. formal and technical documents Bidders who have been qualified to participate in the further part of the procedure and signed Non-Disclosure Agreement, will be asked to submit technical offer – ROUND II and commercial documents.  The Bidders will be informed about the deadline for submitting documents through the CONNECT Platform.   * The signed **Appendix No. 2** constituting the **TECHNICAL OFFER** – **ROUND II** along with the required **Appendices** **T1-T4** should be attached in the item entitled **"TECHNICAL OFFER"** - Please submit all files in one .zip file. * Scanned and signed by authorised person document together with editable version of commercial documents **Appendix No. 3** constituting the **COMMERCIAL OFFER** along with the required **Appendices H1-H2** should be attached in the item entitled "COMMERCIAL OFFER" - Please submit all files in one .zip file.   *Note:*   1. *The sequence of documents attached to the offer should be consistent with the numbering in the Appendices.* 2. *All submitted documents must be signed by authorised persons (acceptable is electronically signature).* |

1. **SELECTION OF THE BID/BIDDER:**
   1. The Bidder will be selected on the basis of an evaluation of the bids submitted, according to the criteria established by the request for proposal, once technical and price negotiations with the Bidders have been concluded.
   2. The bids will be evaluated by the Purchasing Team at ORLEN S.A. - without participation of the Bidders.
   3. The following aspects are significant for the evaluation of the bids:

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| **ROUND I:**  **Formal evaluation** - performed as an 0/1 evaluation (does not meet/meets) according to items listed in **Appendix No. 1** to RFP.  **Technical evaluation** - performed as an 0/1 evaluation (does not meet/meets) according to items listed in **Appendix No. 2** – TECHNICAL OFFER – ROUND I,  **ROUND II:**  **Technical evaluation** – will be performed in two stages:  Stage 1 : 0/1 evaluation (does not meet/meets) according to items listed in **Appendix No. 2** to RFP.  Stage 2 : Performed as an point score for requirements listed in **Appendix No. 2** to RFP  **Commercial evaluation:** – will be performed in two stages:  Stage 1 : 0/1 evaluation (does not meet/meets) according to items listed in **Appendix No. 3** to RFP.  Stage 2 : Performed as an point score based on **Appendix No. 3** to RFP  ***Note:***  *Any comments or changes in DECLARATIONS – 0/1 CRITERIA in Appendix No. 1, 2 or 3 are NOT ACCEPTABLE.* |

1. **CONFIDENTIALITY:** 
   1. The Bidder undertakes to respect the confidential nature of all information resulting from this bidding process.
   2. These bidding documents are to be used by the Bidder solely for the purpose of preparation and submission of the Conceptual Design and Cost Estimation offer on the expressed condition that neither the bidding documents nor the information contained therein shall be disclosed to others or used for any other purpose without the expressed prior written consent of the Ordering Party.
   3. The Bidder undertakes to treat all information related to this request for proposal, as well as information acquired during the purchasing procedure, as confidential. Information concerning the fact of being invited to respond to this request for proposal, of submitting a tender, of holding commercial negotiations or of signing a contract may be revealed by Bidders only subject to a written consent of ORLEN S.A. to publish of reveal such information to third parties. Should it be necessary to obtain bids from subcontractors/sub-suppliers, the Bidder may share information with such parties in the scope necessary to acquire the bids, at the same time obliging the subcontractors/sub-suppliers to keep the information in confidence.
2. **RESERVATIONS OF ORLEN S.A.:**
   1. ORLEN S.A. is not bound by the provisions of the act of 29 January 2004 on public procurement law and reserves the right to:
3. Select any Bidder at its discretion, according to the assessment criteria set out;
4. Cancel, close, refrain from the bid selection process and from negotiations without giving reasons. The Bidders are not entitled to any claims against ORLEN S.A. on these basis;
5. Limit the scope of works, make corrections and specifications regarding the scope of works while analysing the bids, ask for the bids to be updated during the technical and price negotiations.
6. Reject the most and least expensive offer - without giving reasons;
7. Carry out multi-stage negotiations of various types, in particular, direct negotiations and negotiations carried out through the electronic auction system;
8. Freely select the entity/entities with which to conduct negotiations regarding the entire scope of the submitted bid/response or a part thereof, and to conclude contracts with more than one Bidder selected in the course of negotiations, whereas the scope of the contract may cover the entire bid/response submitted to the request for proposal or a part thereof,
   1. The Bidder acknowledges and accepts that all communications received during the purchasing procedure, irrespective of their form, are for information only and will not be considered a statement of intent to conclude a contract. The contract between ORLEN S.A. and the Bidder shall be concluded at the time of its signing by authorised representatives of both parties, however, if the Bidder receives copies of the Contract signed by ORLEN S.A. and does not return a copy of the Contract signed by itself to ORLEN S.A. within 14 calendar days from receipt of the Contract copies, ORLEN S.A. shall be entitled to present the Bidder - within the next 60 calendar days from the end of the abovementioned 14-day period - with Contract withdrawal notice. If ORLEN S.A. submits a withdrawal notice, the Contract shall be considered non-concluded.
   2. Only duly authorised persons can confirm the agreed-upon conditions at the end of ORLEN S.A.
   3. The Bidder shall bear all the costs related to the preparation and submission of the bid and shall not be entitled to demand reimbursement of such costs from ORLEN S.A.
   4. The Bidder shall be obliged to familiarise itself with the conditions of the request for proposal. Submission of a bid shall be tantamount to accepting these conditions of the RFP procedure.
   5. ORLEN S.A. may reject the application for a reference without giving any reason.
   6. Execution of powers by ORLEN S.A. resulting from point 8.1. does not constitute the basis for any claims for damages or related to the conclusion of the Contract.
   7. Pursuant to the provisions of Article 4c of the polish act, dated 8 march 2013, on counteracting excessive late payments in commercial transactions (Journal of laws 2022 pos. 893 as amended), ORLEN S.A. declares that it has a status of a large entrepreneur.

Best Regards,

Eliza Ostrowska

Zespół Zakupów Dokumentacji | Document Procurement Team

Obszar Zakupów | Procurement Area

ORLEN S.A.

ul. Chemików 7, 09-411 Płock

+48 24 242 26 30

1. **LIST OF APPENDICES**

|  |  |
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| No. of the Appendix | Name of the Appendix |
| **Appendix No. 1** | FORMAL OFFER |
| **Appendix No. 2** | TECHNICAL OFFER |
| **Appendix No. 3** | COMMERCIAL OFFER |
| **Appendix No. 4** | NDAClosure |
| **Appendix 4A** | Information clause for members of corporate bodies, proxies, representative of the Bidder and employees or associates who are contact persons or employees or associates who cooperate with Bidder at the conclusion and implementation of the Agreement. |
| **Appendix 4B** | Information clause for the Bidder being a natural person conducting economic activity, including a partner of a civil-law partnership. |
| **Appendix 4C** | MAR Clause |
| **Appendix 4D** | Sanction Clause |
| **Appendix 4E** | A copy of the power of attorney held the person signing the NDA and OFFER or an indication that the person is authorised directly on the basis of the National Court Register (KRS) or another register. |
| **Appendix 4F** | Anti-corruption Clause |
| **Appendix No. 5** | **Scope of Work** |
| **Appendix No. 5.1** | Attachment III to Scope of Work - **Feasibility Study Documentation** |
| **Appendix No. 5.2** | Attachment V to Scope of Work - **Cost Estimate Template** |
| **Appendix No. 5.3** | Attachment VI to Scope of Work - **Comments Resolution Sheet Template** |
| **Appendix No. 5.4** | Attachment I to Scope of Work - Process Design Basis  (provided after signing the NDA) |
| **Appendix No. 5.5** | Attachment IIA to Scope of Work - Site and Utility Information  (provided after signing the NDA) |
| **Appendix No. 5.6** | Attachment IIB to Scope of Work - Design Standards & Requirements  (provided after signing the NDA) |
| **Appendix No. 5.7** | Attachment IV to Scope of Work - Preliminary Location CC\_EO  (provided after signing the NDA) |
| **Appendix No. 5.8** | Price Picture |
| **Appendix F6** | Beneficial owner statement |
| **Appendix T1** | List of subcontractors |
| **Appendix T2** | Reference List Template |
| **Appendix H1** | Price Picture (according to Appendix No. 5.4) |
| **Appendix H2** | Draft of the Contract (after technical evaluation) |

## **Appendix no. 1 – FORMAL OFFER**

**BIDDER:**

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Bidder’s name, registered office, address

In response to the Request for Proposal announced by ORLEN S.A. for the project titled: **“Feasibility Study for CO2 Conditioning Unit (CC\_EO) processing CO2 from Ethylene Oxide (EO) unit in ORLEN Refinery in Płock ”**, we hereby submit the proposal complying with the requirements of the Request for Proposal.

1. **DECLARATION – 0/1 CRITERIA to FORMAL OFFER**
2. **We hereby declare** that we are submitting this proposal as:
   1. An individual Bidder**\***;
   2. Bidders acting collectively (consortium) **\***.

***\**** *delete as appropriate*

1. **We declare** that we read and accept the terms and condition of this Request for Proposal,
2. **We declare** that we are submitting complete OFFER fulfilling the requirements of the RFP for the entire scope of the subject of RFP.
3. **We declare** that our offer submitted on the CONNECT platform is valid for a period of **9 months** from the date of its submission.
4. **We declare** that our company, as well as its subsidiaries, parent entities and members of its organs, comply with the sanctions regulations introduced by the United Nations, the European Union, the member states of the European Union and the European Economic Area, the United States of America, the United Kingdom of Great Britain and Northern Ireland (the "Sanction Provisions") and are not subject to any sanctions imposed under the Sanction Provisions.
5. **We declare** that we are not covered by the sanction regulations introduced by international organizations and groups of countries or individual countries, as well as authorities acting on their behalf, and we are not a natural or legal person with whom sanction regulations prohibit transaction.
6. **We hereby declare** that we do not employ any ORLEN S.A. employees or the employees of the ORLEN S.A. Capital Group.
7. **We hereby declare** that the employees and the management, as well as the partners/shareholders of the Bidder do not remain with other entities known to participate in the tender procedure in any legal or factual relationship that could affect ORLEN S.A. or ORLEN Capital Group company to select a proposal submitted within the tender procedure.
8. **We declare** that we have completed on behalf of ORLEN S.A. information obligation towards natural persons employed by us, whose personal data has been transferred to ORLEN S.A. in order to participate in the procurement procedure in question by providing them with the information clause constituting **Appendix 4A** and/or **4B** to the RFP and we undertake to inform the Ordering Party about its changing financial and sanctions situation and to comply with the rules described **Appendix 4C and 4D**.
9. **We declare** that the offered solutions do not infringe the copyrights and intellectual and industrial property rights of ORLEN S.A. and other entities, in particular protection rights to trademarks.
10. **We hereby declare** that we consent to the forwarding of our proposal submitted as part of this procedure, in whole or in part, or their future supplements, to the external Advisors of  ORLEN S.A.(if applicable).
11. **We declare** that we have familiarized ourselves with the documents indicated below in sub-item a), b), c), d) e) and we undertake to comply with their provisions:
12. Regarding the safety standards of the Health and Safety Office available on the website www.orlen.pl according to paths: about the company / about the company / our standards / safety in Orlen / external contractors / safety requirements or at:

<https://www.orlen.pl/pl/o-firmie/o-spolce/nasze-standardy/bezpieczenstwo-w-orlenie/wykonawcy-zewnetrzni/wymagania-bezpieczenstwa>

1. The current excerpt from the operational regulation No. 5/2020 / GC and the excerpt from the "Guidelines of the Director of the Control and Safety Office for the organization of passenger traffic at ORLEN SA" are available to the ORLEN Capital Group's contractors in the ORLEN Connect Group Purchasing Platform in the Help tab at the address:

[Platforma zakupowa GK ORLEN](https://connect.orlen.pl/servlet/HomeServlet?MP_module=main&MP_action=publicFilesList);

<https://connect.orlen.pl/servlet/HomeServlet?MP_module=main&MP_action=publicFilesList>

1. Rules for ordering and performing geodetic and cartographic works at ORLEN S.A. posted on the website www.orlen.pl according to paths: about the company / about the company / our standards / safety in Orlen / external contractors / geodetic service or at:

<https://www.orlen.pl/pl/o-firmie/o-spolce/nasze-standardy/bezpieczenstwo-w-orlenie/wykonawcy-zewnetrzni/obsluga-geodezyjna>

1. The Contractor is obliged to read and apply the rules concerning the Contractors' safety at work posted on the website www.orlen.pl according to paths: about the company / about the company / our standards / safety in Orlen / external contractors / news or at:

<https://www.orlen.pl/pl/o-firmie/o-spolce/nasze-standardy/bezpieczenstwo-w-orlenie/wykonawcy-zewnetrzni/aktualnosci>

1. The Contractor is obliged to read and apply the rules regarding training for Contractors posted on the website www.orlen.pl according to paths: about the company / about the company / our standards / safety in Orlen / external contractors training or at the address:

<https://www.orlen.pl/pl/o-firmie/o-spolce/nasze-standardy/bezpieczenstwo-w-orlenie/wykonawcy-zewnetrzni/szkolenia>

1. **APPENDICES to FORMAL PROPOSAL**

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| **Appendix F1** | Extract from the **National Court Register** (KRS) or a certificate of entry to the Central Registration and Information on Business register (CEIDG) or **other respective commercial register of companies.**  *Notice*:  *• In the case of a consortium of Bidders, the document must be submitted by each Bidder*. |
| **Appendix F2** | **List of persons authorised** to engage in technical and price negotiations with contact phone numbers and relevant powers of attorney, unless they are authorised directly on the basis of the KRS or another register, and a list of contact persons (with contact phone numbers) authorised to update the bid and to exchange correspondence on behalf of the bidder through the CONNECT system.  *Notice*:  *• In the case of a consortium of Bidders, the document must be submitted by each Bidder*. |
| **Appendix F3** | A valid certificate from the Tax Authority confirming that the Bidder is an **active VAT-payer** or a printout from the tax portal of the Ministry of Finance signed by authorized persons  *Notice:*   * *In the case of foreign entities (other than Polish), such documents are not required.* * *In the case of a consortium of Bidders, the document must be submitted by each Bidder.* * *The documents must be issued not later than 3 months before the deadline for submitting proposals.* |
| **Appendix F4** | A certificates on the absence of arrears in **tax payments and Social insurance** contributions, issued for the Bidder or all entities comprising the consortium.  *Notice:*   * *In the case of foreign entities (other than Polish), such documents are not required.* * *In the case of a consortium of Bidders, the document must be submitted by each Bidder.* * *The documents must be issued not later than 3 months before the deadline for submitting proposals.* |
| **Appendix F5** | Financial data authorised by persons authorised to represent the Bidder, i.e.   * **balance sheet,** * **profit and loss account and** * **cash flow statement**   (by separate and non-consolidated financial statements) for the years 2022, 2023 and the latest quarterly or semi-annual statement for the current period of 2024;  *Notice:*   * *In the case of financial documents prepared in paper form, please attach a copy of the financial statement prepared in the required form and signed by the relevant persons, as required by relevant regulations, confirmed (by an authorised employee of the Bidder) to correspond to the original.* * *Documents may be signed in electronic form. A qualified signature is accepted, but only from EU Bidders.* * *If a financial statement for the periods indicated is not available, the Bidder shall inform the Owner thereof, and the Owner shall send a list of financial data required to conduct a financial verification.* * *In the case of a loss incurred at the end of one of the reporting periods, an additional explanation as to why the loss occurred is required.* * *In the case of a consortium of Bidders, the document must be submitted by each Bidder.* * *Each consortium member must submit separate data.* |
| **Appendix F6** | Filled and signed Declaration of the **BENEFICIAL OWNER STATEMENT** and for domestic Bidders also a printout from the Central Register of Beneficial Owner (Company's entries in the Central Register of Beneficial Owner).  *Notice*:  *• In the case of a consortium of Bidders, the document must be submitted by each Bidder*. |
| **Appendix F7** | A copy of the **Consortium Agreement** (in the case of a Bidder constituting a consortium of companies). |

*A proposal submitted against the above specified order may be returned for completion or may be rejected.*

*The Bidder may enclose additional appendices to the obligatory appendices set forth in RFP.*

*Appendices may be enclosed to the FORMAL PROPOSAL, maintaining the order according to their numbering, properly marked in order to ensure fact and unobstructed reference to particular appendices.*

Bidder’s signatures

*(representatives authorized to sign statements of intent)*

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

Date: .........................

*Comment to a consortium of Bidders applying for the award of procurement:*

*Bidder applying for the award of procurement as a consortium must submit one “proposal” document prepared according to this template. It is signed by the lawful attorney (Consortium Leader) or by all of the Bidders in the consortium. The status of representation of the Bidders applying as a consortium and the method of submitting statements in the preliminary proposal must be expressly stated in the letter of attorney.*

## **Appendix no. 2 - TECHNICAL OFFER**

**BIDDER:**

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Bidder’s name, registered office, address

In response to the Request for Proposal announced by ORLEN S.A. for the project titled: **“Feasibility Study for CO2 Conditioning Unit (CC\_EO) processing CO2 from Ethylene Oxide (EO) unit in ORLEN Refinery in Płock”** we hereby submit the proposal complying with the requirements of the Request for Proposal.

**ROUND I.**

1. **DECLARATION – 0/1 CRITERIA to TECHNICAL PROPOSAL**

**1.1** We declare to perform the full scope of works according to the RFP.

**1.2** We confirm to have the technology to purify and liquefy CO2 (in the case of a bid submitted by a consortium, the sum of the potential of both companies counts).

*Alternatively, a mutually signed document confirming the agreement on cooperation between the Bidder and the supplier/suppliers of the listed technologies will also be acceptable.*

*In such case the Bidder does not need to form a consortium with the technology supplier.*

*The Bidder shall inform ORLEN if the technology mentioned above requires purchase of license.*

**1.3** We present at least one reference from the last 10 years, in the scope of successful implementation of CO2 purification and liquefaction technology (the same technology as presented in the response to point 1.2 above).

*The list of references shall be presented in the format according to the template contained in RFP – Appendix T2.*

*Successful implementation of the technology shall be confirmed by an acceptance protocol, a reference letter or other credible document issued by the entity where the technology was implemented.*

**1.4** We present at least two references from the last 10 years, in the scope of performance of Feasibility Study or Basic Design or Detailed Engineering Design for the investment with an estimated value (TIC) of at least 20 million EUR in refining, petrochemical, gas, energy or chemical industry.

*The list of references shall be presented in the format according to the template contained in RFP – Appendix T2.*

*In the case of a bid submitted by a consortium, the sum of the potential of both companies counts.*

*References of subcontractors are not taken into account when evaluating the offer.*

**1.5** We presenta copy of the valid certificate confirming implementation of the ISO 9001 quality system or an equivalent.

**1.6** We confirmthe guarantee period for documentation – Feasibility Study – 24 months.

**1.7** We presenta list of possible subcontractors with the scope of work to be outsourced to them if the contract is concluded with percentage shares – **Appendix T1**.

*In the case subcontractors are reported, the presentation of their references in scope of subcontract is required.*

*References of subcontractors are not taken into account when evaluating the offer.*

**1.8** We confirmthat in the course of works Cost Estimate Template shall be completed according to the example attached to the RFP – Appendix 5.2.

Minor deviations from the template may be accepted by ORLEN.

Final form of Cost Estimate Template table shall be agreed with CONTRACTOR during the KoM at the latest.

**1.9** We confirmthe willingness to cooperate and sign a confidentiality agreement with the technical advisor contracted by ORLEN - IDOM Consulting, Engineering Architecture S.A.U.

**1.10** We confirmthat the future EPC RFP prepared based on the Feasibility Study can be issued to the open market.

*In addition, please define the scope of information from the Feasibility Study that cannot be transposed to EPC RFP and published in the open tender process (if such scope is defined).*

*It is assumed that the list of potential EPC contractors will not be restricted by the Feasibility Study provider and only the scope of information strictly related with the specific technology may be restricted from publishing in the EPC RFP (such information shall be clearly marked in the Feasibility Study documentation as proprietary).*

1. **Appendices:**

|  |  |
| --- | --- |
| **Appendix T1** | LIST OF SUBCONTRACTORS - in accordance with point 1.7 of the TECHNICAL OFFER - Criterion 0/1 |
| **Appendix T2** | REFERENCES - in accordance with point 1.3 and 1.4 of the TECHNICAL OFFER – Criterion 0/1 |

Bidder’s signatures

*(representatives authorized to sign statements of intent)*

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

Date: .........................

*Comment to a consortium of Bidders applying for the award of the Contract:*

*Bidders applying for the award of procurement as a consortium must submit one “OFFER” document prepared according to this template. It is signed by the lawful attorney (Consortium Leader) or by all of the Bidders in the consortium. The status of representation of the Bidders applying as a consortium and the method of submitting statements in the preliminary proposal must be expressly stated in the letter of attorney.*

*NOTICE: Appendices basing on the original version of the Request for Proposal with completed Bidder’s data and information in indicated slots – only comments entered in the document tracking mode will be accepted. A proposal submitted against the above specified order may be returned to be supplemented or may be rejected. The Bidder may enclose additional appendices to the obligatory appendices set forth in RFP. Appendices may be enclosed to the TECHNICAL OFFER, maintaining the order according to their numbering, properly marked in order to ensure fact and unobstructed reference to particular appendices.*

## **Appendix no. 2 - TECHNICAL OFFER**

**BIDDER:**

………………………………………………………

………………………………………………………

………………………………………………………

Bidder’s name, registered office, address

In response to the Request for Proposal announced by ORLEN S.A. for the project titled: **“Feasibility Study for CO2 Conditioning Unit (CC\_EO) processing CO2 from Ethylene Oxide (EO) unit in ORLEN Refinery in Płock”** we hereby submit the proposal complying with the requirements of the Request for Proposal.

**ROUND II.**

1. **DECLARATION – 0/1 CRITERIA to TECHNICAL PROPOSAL**

**1.1** We declareto perform the full scope of works according to the RFP (taking into account detailed technical attachments shared in ROUND II of the bidding process).

**1.2** We presenta framework schedule according to the RFP requirements for performance of the Feasibility Study.

*Confirmation of implementation of the Feasibility Study in the time-frame specified in the Scope of Work.*

**1.3** We presentthe organizational structure and list of members of the project team dedicated to perform the Feasibility Study with indication of: job position, specialization, permissions/certificate, the length of seniority. In the case of participation of subcontractors, it is required to mark their members in structure of the project team.

**1.4** We presentthe offer in a descriptive form in accordance with Scope of Work.

1. **SCORING CRITERIA**

**1.5** We present more than one reference from last 10 years, in the scope of **successful implementation of CO2 purification and liquefaction technology** (the same technology that was presented in Round I of this bidding process).

*The list of references shall be presented in the format according the template contained in RFP – Appendix T2.*

*Successful implementation of the technology shall be confirmed by an acceptance protocol, a reference letter or other credible document issued by the entity where the technology was implemented.*

***NOTE: The number of references will have impact on the number of points obtained.***

***The Bidder who presents more references, will obtain higher score.***

**1.6** We present more than two references from the last 10 years, in the scope of performance **of Feasibility Study or Basic Design or Detailed Engineering Design** for the investment with an estimated value (TIC) of at least 20 million EUR in **refining, petrochemical, gas, energy or chemical industry.**

*The list of References shall be presented in the format according the template contained in RFP – Appendix T2.*

*In the case of a bid submitted by a consortium, the sum of the potential of both companies counts.*

*References of subcontractors are not taken into account when evaluating the offer.*

***NOTE: The number of references will have impact on the number of points obtained.***

***The Bidder who presents more references, will obtain higher score.***

**1.7** We present at least one reference in the scope of successful implementation of CO2 purification and liquefaction technology (the same technology that was presented in Round I of this bidding process ) **for CO2 originating from Ethylene Oxide production Unit.**

*The list of references shall be presented in the format according the template contained in RFP – Appendix T2.*

*Successful implementation of the technology shall be confirmed by an acceptance protocol, a reference letter or other credible document issued by the entity where the technology was implemented.*

**1.8** We present at least one reference from the last 10 years, in the scope of **performance of Detailed Engineering Design** (within E+PC or EPC execution) for the investment that covers **purification and liquefaction** of CO2 from industrial source.

*The list of references shall be presented in the format according the template contained in RFP – Appendix T2.*

*In the case of a bid submitted by a consortium, the sum of the potential of both companies counts.*

*References of subcontractors are not taken into account when evaluating the offer.*

**1.9** We present at least one reference from the last 10 years, in the scope of performance of Feasibility Study or Basic Design or Detailed Engineering Design concerning refining/petrochemical unit in **GK ORLEN (ORLEN CAPITAL GROUP).**

*In the case of a bid submitted by a consortium, the sum of the potential of both companies counts.*

*References of subcontractors are not taken into account when evaluating the offer.*

1. **Appendices:**

|  |  |
| --- | --- |
| **Appendix T1** | FRAMEWORK SCHEDULE - in accordance with point 1.2 of the TECHNICAL OFFER - Criterion 0/1 |
| **Appendix T2** | REFERENCES - in accordance with point 2 of the TECHNICAL OFFER – Scoring criterion |
| **Appendix T3** | ORGANIZATIONAL STRUCTURE in accordance with point 1.3 of the TECHNICAL OFFER - Criterion 0/1 |
| **Appendix T4** | OFFER IN A DESCRIPTIVE FORM in accordance with point 1.4 of the TECHNICAL OFFER - Criterion 0/1 |

Bidder’s signatures

*(representatives authorized to sign statements of intent)*

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

Date: .........................

*Comment to a consortium of Bidders applying for the award of the Contract:*

*Bidders applying for the award of procurement as a consortium must submit one “OFFER” document prepared according to this template. It is signed by the lawful attorney (Consortium Leader) or by all of the Bidders in the consortium. The status of representation of the Bidders applying as a consortium and the method of submitting statements in the preliminary proposal must be expressly stated in the letter of attorney.*

*NOTICE: Appendices basing on the original version of the Request for Proposal with completed Bidder’s data and information in indicated slots – only comments entered in the document tracking mode will be accepted. A proposal submitted against the above specified order may be returned to be supplemented or may be rejected. The Bidder may enclose additional appendices to the obligatory appendices set forth in RFP. Appendices may be enclosed to the TECHNICAL OFFER, maintaining the order according to their numbering, properly marked in order to ensure fact and unobstructed reference to particular appendices.*

## **Appendix no. 3 – COMMERCIAL OFFER**

**BIDDER:**

**………………………………………………………**

**………………………………………………………**

**………………………………………………………**

Bidder’s name, registered office, address

In response to a Request for Proposal announced by ORLEN S.A. for the award of procurement under investment project titled **“Feasibility Study for CO2 Conditioning Unit (CC\_EO) processing CO2 from Ethylene Oxide (EO) unit in ORLEN Refinery in Płock“** we hereby submit a proposal complying with the requirements of the Request for Proposal and we hereby declare that this proposal was drawn up for the entire Scope of Works and deliveries related to the completion of the subject of procurements, as stipulated in this Request for Proposal.

1. **DECLARATION – 0/1 CRITERIA to COMMERCIAL PRICE PROPOSAL**
   1. We declare to indicate a MAXIMUM amount of total remuneration (for all works covered by the scope RFP) and broken down into individual components for each scope of works with indication of number of man-hours and hourly rate assumed for each of the components. If necessary, please also indicate any other cost ingredients.
   2. We accept the payment in accordance with Appendix H1 Price Picture (filled in in the form of a PDF file (signed by an authorized person) and in an editable version).
   3. We accept that the remuneration will be paid adequately to the scope that was actually performed and confirmed by signed final acceptance protocol. The SCOPE OF WORK can be limited after the COMPANY's decision (in written form sent via email).
   4. We accept a 45-day invoice payment term, counted from the date of receipt of a correctly issued invoice with an acceptance protocol

*Note:*

*The Bidder acknowledges and accepts that the selected attachments to the Contract will be in electronic form.*

*The list of attachments in electronic form will be provided to the Bidder before signing the Contract, via the Connect Purchasing Platform ("Questions / Answers" section).*

*The Ordering Party reserves the right to present the same price picture to each Bidder, taking into account the updated settlement method of work. All the above based on the results of the commercial proposals received.*

1. **Scoring criteria - PRICE:**

In response to a Request for Proposal announced by ORLEN S.A. for the award of procurement under investment project titled **“Feasibility Study for CO2 Conditioning Unit (CC\_EO) processing CO2 from Ethylene Oxide (EO) unit in ORLEN Refinery in Płock”** we submit an offer with a price in accordance with the requirements of the RFP and declare that this Offer has been prepared for the entire Scope of Works and amounts to:

Maximum Price: ……………………………. EUR/PLN \*) (in words: …………….......................................)

*\* the Ordering Party will accept OFFER in PLN.*

1. **Appendices:**

|  |  |
| --- | --- |
| **Appendix H1** | **Price Picture** – filled in in the form of a PDF file (signed by an authorized person) and in an editable version (according to Appendix No. …..) |
| **Appendix H2** | **Template of the Contract -** after verification / acceptance of the entries by the Bidder |

Bidder’s signatures

*(representatives authorized to sign statements of intent)*

Date: ......................... ……………………………………….

*Notice:*

*Bidders applying for the award of procurement as a consortium must submit one “offer” document prepared according to this template. It is signed by the lawful attorney (Consortium Leader) or by all of the Bidders in the consortium. The status of representation of the Bidders applying as a consortium and the method of submitting statements in the preliminary proposal must be expressly stated in the letter of attorney.*

## **Appendix no. 4A – Information clause for members of corporate bodies**

**Information clause for members of corporate bodies, proxies, representative of the Tenderer/Contractor/Mandatary/Contracting Party/Supplier\* and employees or associates who are contact persons or employees or associates who cooperate with Tenderer/Contractor/Mandatary/Contracting Party/Supplier at the conclusion and implementation of the Agreement.**

*(fulfilment of the information obligation under Article 14(1) and (2) of the General Data Protection Regulation of 27 April 2016)*

*\*Delete inappropriate words \*\*Enter the name of the Tenderer/Contractor/Mandatary/Contracting Party*

1. ORLEN S.A. with its registered office in Płock, ul. Chemików 7 (“ ORLEN S.A.”) informs that its the controller of your personal data. Contact phone numbers to the controller: (24) 256 00 00, (24) 365 00 00, (22) 778 00 00.
2. You can contact the Data Protection Officer in ORLEN S.A. by e-mail to: daneosobowe@orlen.pl. You can also contact the Data Protection Officer in writing to the address of the registered office of ORLEN S.A., indicated in item 1, with additional information “Inspektor Ochrony Danych” (Data Protection Officer). Contact details of the Data Protection Officer are also avalible in the "Contact" tab at [www.orlen.pl](https://connect.orlen.pl).
3. Your personal data, provided to ORLEN S.A. by ..........................\*\*, an entity cooperating with ORLEN S.A.or intends to cooperate with ORLEN S.A.,include, depending on the type of cooperation, necessary data to represent the legal person, data included in the documents confirming your authorisations or experience or constituting a product of the performance of the agreement, held by you.
4. Your personal data may be processed by ORLEN S.A., depending on the type of cooperation, for the following purposes:
   * 1. performance of the agreement concluded with ORLEN S.A., whose party is / will be, the entity indicated in item 3, in particular for the purpose of verification of the declarations made by, the entity indicated in item 3, including confirmation of representation, the qualifications of the persons designated for the performance of the agreement, contact in the course of the performance of the agreement, exchange of correspondence, granting powers of attorney for representation of ORLEN S.A., proper performance of the agreement, control, settlement of the agreement, compliance with the principles of confidentiality and occupational health and safety,
     2. handling, pursing and defence of claims, if any, including claims between you and ORLEN S.A. or between ORLEN S.A. and the entity indicated in item 3.
     3. fulfilment of legal obligations imposed on ORLEN S.A., including in particular the obligations of the obliged institution under the Prevention of Money Laundering and Financing Terrorism Act, the Construction Law, he Regulation of the European Parliament and of the Council on market abuse or other provisions result from the specificity of the Agreement.
5. The legal grounds for the processing by ORLEN S.A. of your personal data, depending on the type of cooperation, for the purposes defined in Section 4 above include:
   * 1. legally justified interest of ORLEN S.A. (pursuant to Article 6(1)(f) of the GDPR) in order to enable correct and effective performance of the agreement concluded between ORLEN S.A. and the entity indicated in item 3,
     2. fulfilment of legal obligations (in compliance with Article 6(1)(c) of the GDPR) imposed on ORLEN S.A.
6. The scope of personal data processed by ORLEN S.A. may include depending on the function and scope of cooperation, data: name and surname, position, function, business telephone number, business e-mail address, PESEL number, information about the rights and qualifications you have.
7. Your personal data may be disclosed by ORLEN S.A. to entities cooperating with it (data recipients), including companies from ORLEN Capital Group, if it is necessary to achieve the purposes of processing indicated in item 3to entities participating in purchasing processes, entities providing IT services in the scope of delivery of correspondence and shipments, protection of persons and property, assurance of occupational health and safety, consulting services, legal services and archiving services.
8. Your personal data are processed for the periodnecessary for implementation of legitimate interest of ORLEN S.A. and performance of obligations under the legal provisions. The data processing period may be extended only in the instances and to the extent as are provided for by the law.
9. In connection with the processing of your personal data you have the following rights:

* the right to access the content of your data,
* the right to require rectification of your personal data,
* the right to require erasure of your personal data or limitation of processing;

the right to object, in the event your personal data are processed by ORLEN S.A. on the basis of its legitimate interest; the objection may be made due to a special situation You can send a request regarding the implementation of the above-mentioned rights by e-mail: [daneosobowe@orlen.pl](mailto:daneosobowe@orlen.pl) or in writing to the address indicated in item 1 with additional information „Inspektor Ochrony Danych”.

1. You may file a complaint with the President of the Personal Data Protection Office.

Appendix no. 4B – Information clause for the Bidder

Information clause for the Tenderer/Contractor/Mandatary/Contracting Party being a natural person conducting economic activity, including a partner of a civil-law partnership

1. ORLEN S.A. with its registered office in Płock, ul. Chemików 7 hereby informs that its the controller of your personal data. Contact phone numbers to the controller: (24) 256 00 00, (24) 365 00 00, (22) 778 00 00.
2. You can contact the Data Protection Officer in ORLEN S.A. by e-mail to: daneosobowe@orlen.pl. You can also contact the Data Protection Officer in writing to the address of the registered office of ORLEN S.A., indicated in item 1, with additional information “Inspektor Ochrony Danych” (Data Protection Officer). Information on the Data Protection Officer is also available at the www.orlen.pl in the tab "Contact”.
3. Your personal data are processed for the following purposes:
   * 1. establish cooperation, conclusion and performance of the agreement to which you are a party,
     2. fulfilment of the legal obligations of ORLEN S.A. under the legal provisions, in particular the obligations under tax and accounting law,  the obligations of the obliged institution under the Prevention of Money Laundering and Financing, the obligations related to prevent  fraud and irregularities related to anti-corruption laws or other provisions result from the specificity of the Agreement,
     3. verification of data correctness and timeliness, the reliability of business partners of ORLEN S.A. or persons related to the contractor, including business history research,  legal and financial situation   
        to protect the economic and legal interests of ORLEN S.A.,
     4. care for security of ORLEN S.A against fraud and irregularities regarding anti-corruption, including fraud detection and prevention, preventing conflicts of interest in business processes, maintaining high ethical standards,
     5. establishing or maintaining business relationships, including appropriate correspondence or telephone contact,
     6. conducting internal business analyses related to servicing contractors, terms of current business cooperation or the possibility of its development,
     7. handling, pursing and defence of claims,
     8. marketing of own products or services ORLEN S.A.
4. The legal grounds for the processing by ORLEN S.A. of your personal data for the purpose defined in item 3 above include:
   * 1. conclusion and performance of the Agreement and taking action on demand of a person whose data is being processed prior to the conclusion of the Agreement (in compliance with Article 6(1)(b) of the GDPR) for the purposes defined item 3 point a,
     2. fulfilment of legal obligations imposed on ORLEN S.A. (in compliance Article 6(1)(c) of the GDPR) to ensure compliance with the law, regulations and sectoral guidelines,
     3. legitimate interest of ORLEN S.A. (in compliance with Article 6(1)(f) of the GDPR), for the purposes indicated in item 3 point c-h.
5. Your personal data comes directly from you or publicly accessible registers (the National Court Register, the Central Register and Information on Economic Activity and other), the Internet pages kept by you for the purposes of business activity and from entities implementing on behalf of ORLEN S.A. services for the development and delivery of economic information in digital form in order to supplement / update data or verify it.
6. Your personal data may be disclosed by ORLEN S.A. to entities cooperating with it (recipients) in the performance of the Agreement, companies from the ORLEN Capital Group in the event that it is necessary to achieve the purposes of processing referred to in item 3, entities providing IT services, services in the scope of invoicing, settlement of liabilities, delivery of correspondence and shipments,  advisory service, legal services, debt recovery services, archiving services and personal and property protection services.
7. The provision of personal data is voluntary but necessary for the establish cooperation, conclude and perform of the Agreement and achieve the purposes set out in item. 3 above.
8. Your personal data processed under the Agreement shall be stored for the duration of the Agreement. After this period, ORLEN S.A. will store your personal data, if ORLEN S.A. is obliged by law, for the period specified by law and  in order to protect our legitimate interests, until the expiry of mutual claims arising ftom the Agreement.   
   In the case of data processing on the basis of a legitimate interest, the data are processed for or a period enabling the implementation of this interest or submit an effective objection to data processing.
9. In connection with the processing of your personal data you have the following rights:

* the right to access the content of your data,
* the right to require rectification of your personal data,
* the right to require erasure of your personal data or limitation of processing,
* the right to data portability,
* the right to object, in the event your personal data are processed by ORLEN S.A. on the basis of its legitimate interest; the objection may be made due to a special situation.

You can send a request regarding the implementation of the above-mentioned rights by e-mail: daneosobowe@orlen.pl or in writing to the address indicated in item 1 with additional information „Inspektor Ochrony Danych”.

1. You have the right to file a complaint with the President of the Office for Personal Data Protection.

## **Appendix no. 4C - MAR Clause**

**INFORMATION NOTE**

**Regarding disclosure requirements of public company**

ORLEN S.A. is subject to disclosure requirements towards capital market, regulated by the Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse (market abuse regulation) and repealing Directive 2003/6/EC of the European Parliament and of the Council and Commission Directives 2003/124/EC, 2003/125/EC and 2004/72/EC with changes („MAR Regulation”).

Accordingly, in applying the provisions of the above Regulation:

1. ORLEN S.A. informs the other party of the agreement that as a result of performing its tasks for ORLEN S.A., it has an access to the inside information within the meaning of MAR Regulation, and ORLEN S.A. shall publish the information immediately or with delay.
2. An inside information within the meaning of MAR Regulation cannot be used or unlawfully disclosed by the other party of the agreement and persons working on its behalf. In case of use of inside information or its unlawful disclosure, the sanctions according to MAR Regulation apply.
3. If the circumstances mentioned in point 1 arise, then acc. to Art. 18 of MAR Regulation:
4. The other party of the agreement will be obliged to prepare a list of all persons who have access to the inside information mentioned above. The other party shall include on the list its employees and persons working on its behalf or on its account.
5. The other party of the agreement shall take all reasonable steps to ensure that any person on the list of persons who have access to inside information acknowledges in writing the legal and regulatory duties entailed and is aware of the sanctions applicable in case of use of inside information or its unlawful disclosure.
6. The other party of the agreement will be obliged to update the list promptly, strictly acc. to Art. 18 item 4 of MAR Regulation.
7. The other party of the agreement will be obliged to retain its insider list for a period of at least five years after it is drawn up or updated.
8. The other party of the agreement shall provide the list of persons who have access to inside information to the Polish Financial Authority upon its request.
9. Format of the list of persons who have access to inside information determines Commission Implementing Regulation (EU) 2022/1210 of 13 July 2022 laying down implementing technical standards for the application of Regulation (EU) No 596/2014 of the European Parliament and of the Council with regard to the format of insider lists and their updates.

## **Appendix no. 4D – Sanction Clause**

1. **REPRESENTATIONS OF THE CONTRACTOR**

The Contractor represents that, to the best of its knowledge, as of the date of the Agreement, it and its subsidiaries, parent companies and members of its bodies and persons acting in its name and on its behalf:

1. comply with sanctions provisions introduced by the United Nations, the European Union, Member States of the European Union and the European Economic Area, the United States of America, the United Kingdom of Great Britain and Northern Ireland, and by other authorities of a similar nature and bodies acting on their behalf (hereinafter: the “**Sanction Provisions**”);
2. are not subject to any sanctions, including economic sanctions, trade embargoes or other restrictive measures under the Sanction Provisions and are not legal or natural persons with whom the Sanction Provisions prohibit transactions (hereinafter: the “**Sanctioned Entity**”);
3. are not directly or indirectly owned or controlled by legal or natural persons meeting the criteria set out in point (ii) above;
4. do not have their domicile or their principal place of business in a country subject to the Sanction Provisions or are not incorporated under the laws of a country subject to the Sanction Provisions;
5. are neither subject to nor involved in proceedings or an investigation against them in relation to the Sanction Provisions.
6. **ObligationS OF THE CONTRACTOR**
   1. The Contractor hereby undertakes to ensure that during the term of the Agreement:
7. it and its subsidiaries, and members of its bodies and persons acting on its behalf and for its benefit, shall comply with the Sanction Provisions;
8. any remuneration to which it is entitled under the Agreement will not be available (directly or indirectly) to the Sanctioned Entity and neither used for the advantage of the Sanctioned Entity to the extent that such action is prohibited under the Sanction Provisions;
9. any of the representations represented in Clause 1 will remain correct.
   1. In the event that any of the representations represented in Clause 2.1 becomes incorrect, the Contractor shall, unless prohibited by law, promptly, but in any event within 30 days of becoming aware of such a case, inform the Purchaser of each such event and of the steps undertaken to restore the correctness of such representations.
   2. In the event of breach of the obligations set forth in Clause 2.1, the Purchaser shall be entitled to terminate the Agreement due to the fault of the Contractor and to compensation covering any damages related thereto. In addition, if as a result of violation of the obligations set forth in Clause 2.1 or Clause 2.2, the Purchaser shall be subjected to any restrictions, sanctions or limitations by the entities listed in Clause 1 (i), the Purchaser shall be entitled to compensation covering any damages related to such restrictions, sanctions or limitations.

## **Appendix no. 4F – Anti-corruption Clause**

1. Each of the Parties certifies that, in connection with performance hereof, it shall exercise due diligence and shall comply with all legal provisions applicable to the Parties as regards the prevention of corruption, issued by competent authorities in Poland and in the territory of the European Union, both directly and while acting through business entities controlled by or affiliated with the Parties.
2. Each Party declares that it has implemented procedures for the prevention of corruption   
   and conflict of interests.
3. Each of the Parties additionally certifies that, in connection with performance hereof, they shall comply with all requirements and internal regulations applicable to the Parties as regards standards of ethical conduct, prevention of corruption, settlement of transactions, costs and expenses in compliance with the law, conflict of interests, giving and accepting gifts and anonymous reporting and clarification of irregularities, both directly and while acting through business entities controlled by or affiliated with the Parties.
4. The Parties guarantee that, in connection with the conclusion and performance hereof, neither of the Parties and none of their owners, shareholders, stockholders, members of the management board, directors, employees, subcontractors and no other person acting on their behalf have made, proposed, promised to make or will propose to make or authorise any payment or another transfer constituting a financial benefit or any other benefit, either directly or indirectly, to any of the following:
5. any member of the management board, director or another employee or agent of a Party or any business entity controlled by or affiliated with the Parties,
6. a public official understood as a natural person performing a public function within the meaning granted to this term in the legal system of a country in which the present Agreement is performed or in which registered offices of the Parties or any business entity controlled by or affiliated with the Parties are located;
7. any political party, member of a political party or candidate for a post in a state office;
8. any agent or intermediary in exchange for payment to any of the aforementioned; and
9. any other person or entity – in order to obtain their decision, influence, or actions which may result in any privilege inconsistent with the law or for any other improper purpose, if the said action is or would be in breach of legal provisions on the prevention of corruption, issued by competent authorities in Poland and in the territory of the European Union, both directly and while acting through business entities controlled by or affiliated with the Parties.
10. The Parties are under an obligation to immediately inform each other about each and every case of a breach of provisions laid down in this anti-corruption clause. At a written request of one of the Parties, the other Party shall provide information and answers to justified questions concerning the performance of this Agreement, to the extent compliant with the provisions of this anti-corruption clause.
11. Each of the Parties certifies that during the period of performance of this Agreement, it shall enable each person acting in good faith to report breaches of law via electronic mail to the address: [naruszenieprawa@orlen.pl](mailto:naruszenieprawa@orlen.pl) or by phone: +48 800 322 323 – without caller identification.
12. In case where it is suspected that corrupt actions may have been committed in connection with or for the purpose of performance of this Agreement by any representatives of any Party, the Parties shall cooperate in good faith to clarify the circumstances pertaining to potential corrupt actions.

## **Appendix F6 – Beneficial owner statement**

…………………………, date ……………..

(place)

|  |  |  |
| --- | --- | --- |
| Customer’s data („Company”, „Customer”) | | |
| 1 | Name |  |
| 2 | Address |  |
| 3 | Tax identification number (NIP) |  |
| 4 | If the case of unavailability of NIP: |  |
| A | The state of registration |  |
| B | The name of relevant register (eg. commercial register) |  |
| C | The number and date of registration |  |

1. Are the Company’s securities admitted to trading on a regulated market that is subject to information disclosure requirements arising from European Union law or corresponding regulation of a third country:

YES , name of the regulated market: ……………………………………………………...............

NO

*[If „⎕ YES” is checked go to part III]*

1. The ultimate beneficial owners („Beneficial owner”) of the Company are the following natural persons:

|  |  |
| --- | --- |
| No. | Surname and first name |
| 1 |  |
| 2 |  |
| 3 |  |
| 4 |  |

1. Statements

I hereby certify that the above data have been provided to the best of my knowledge. In the event of any changes with respect to the information presented above, I shall update them within 7 days from the date when the change occurred and I shall provide additional documents to confirm the authenticity of this statement in case of necessity.

I, the undersigned, hereby represent that I have read the information clause included as Annex 1 on the processing of my personal data contained in this statement by ORLEN S.A. (hereinafter: ORLEN S.A.). I undertake to transfer on behalf of ORLEN S.A. as the administrator of data in the understanding of the current binding laws on personal data protection, without delay and no later than 30 (thirty) days from the date of submission of this statement, the information obligation towards natural persons whose data is included in this statement. The obligation referred to in the preceding sentence should be fulfilled by providing such natural persons with the information clause included as Annex 1 to this statement.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Person declaring on behalf of the Company | |  | Person declaring on behalf of the Company | |
| Surname and first name |  |  | Surname and first name |  |
| Signature |  |  | Signature |  |
| Type of representation | Representative/Authorised person \* |  | Type of representation | Representative/Authorised person \* |

*\** *Delete as necessary*

Annexes:

Annex 1 - Information clause

Annex 2 - Explanations to the Beneficial Owner Statement

***Annex 1 do the Beneficial Owner Statement -*** ***Information clause***

1. ORLEN S.A. with its registered office in Płock, ul. Chemików 7 (“ORLEN S.A.”) hereby informs that is the controller of your personal data. Contact phone numbers to the controller: (24) 256 00 00, (24) 365 00 00, (22) 778 00 00.
2. You can contact the Data Protection Officer in ORLEN S.A. by e-mail to: [daneosobowe@orlen.pl](mailto:daneosobowe@orlen.pl) . You can also contact the Data Protection Officer in writing to the address of the registered office of ORLEN S.A. indicated in item 1 with additional information „Inspektor Ochrony Danych“ (Data Protection Officer). Information on the Data Protection Officer is also available at www.orlen.pl/en in the tab „Contact“.
3. Your personal data is processed for the following purposes:
4. undertaking activities in order to establish cooperation and conclude and perform the agreement with a party for which you are the Beneficial owner,
5. fulfilment of the legal obligations of ORLEN S.A., in particular:
6. obligations of an obliged institution resulting from the Act of 1 March 2018 on counteracting money laundering and terrorist financing ("AML Act")
7. resulting from tax regulations, including those related to the obligation to provide tax authorities with information on tax schemes,
8. verification of the correctness and timeliness of your data and your reliability in order to protect the economic and legal interests of ORLEN S.A., in particular by verifying the existence of your data on sanction lists.
9. handling, pursing and defence of claims.
10. The legal grounds for the processing by ORLEN S.A. of your personal data for the purpose defined in Section 3 above include:
11. conclusion and performance of the agreement (in compliance with Article 6(1)(b) of the GDPR) for the purposes defined item 3 point a,
12. fulfilment of the legal obligations (in compliance with Article 6(1)(c) of the GDPR) imposed on ORLEN S.A. for the purposes defined item 3 point b,
13. legitimate interest of ORLEN S.A. (in compliance with Article 6(1)(f) of the GDPR) for the purposes defined item 3 point c and d i.e. ensuring security of ORLEN S.A. interests (economic, image and legal) when concluding and continuing business relations and handling, pursing and defence of claims.
14. Your personal data submitted to ORLEN S.A. by you personally or by a person/people authorised to act on behalf of the Customer i.e. entity providing services to ORLEN S.A. or intending to provide services to which you are a Beneficial owner are first name, surname, citizenship, PESEL number, date of birth series and number of document confirming the identity, residence address and that you are a Politically exposed person or a Family member or Associate of a Politically exposed person.
15. Your personal data may be disclosed by ORLEN S.A. to entities and bodies authorised to process such data under the applicable laws. Your personal data may also be disclosed, in the event that it is necessary to achieve the purposes of processing referred to in point 3, to companies from the ORLEN Capital Group and entities (recipients) cooperating in the performance of the agreement, in particular entities providing IT services, services in the scope of invoicing, settlement of receivables, delivery correspondence, advisory services, legal services, debt recovery services, archiving services.
16. Your personal data shall be stored for the duration of the agreement and for a period of 5 years thereafter, however not less than until the expiry of mutual claims arising from the agreement. Providing personal data is voluntary, but necessary to conclude and perform the contract.
17. In connection with the processing of your personal data you have the following rights:

* the right to access to the content of your data,
* the right to require rectification of your personal data,
* the right to require erasure of your personal data or limitation of processing,
* the right to data portability,
* the right to object, in the event your personal data are processed by ORLEN S.A. on the basis of its legitimate interest; the objection may be made due to a special situation.

You can send a request regarding the implementation of the above-mentioned rights by e-mail: daneosobowe@orlen.pl or in writing to the address indicated in item 1 with additional information „Inspektor Ochrony Danych”.

1. You have the right to file a complaint with the President of the Office for Personal Data Protection.

***Annex 2 do the Beneficial Owner Statement*** - **Explanations to the Beneficial Owner Statement**

Due to Act of March 2018 on counteracting money laundering and terrorist financing (Polish act) implementing:

1. DIRECTIVE (EU) 2015/849 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, amending Regulation (EU) No 648/2012 of the European Parliament and of the Council, and repealing Directive 2005/60/EC of the European Parliament and of the Council and Commission Directive 2006/70/EC; and
2. DIRECTIVE (EU) 2018/843 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 30 May 2018 amending Directive (EU) 2015/849 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, and amending Directives 2009/138/EC and 2013/36/EU:
3. **THE BENEFICIAL OWNER**

The Beneficial owner is any natural person who exercise, directly or indirectly, control over a customer through the powers held, which result from legal or actual circumstances, enabling exerting a critical impact on activities or actions undertaken by a customer or any natural person on whose behalf a business relationship is established or an occasional transaction is conducted, including:

1. In the case of a legal entity other than a company whose securities are admitted to trading on a regulated market that is subject to information disclosure requirements arising from the European Union law or corresponding regulations of a third country:

* a natural person being the stakeholder or shareholder holding the ownership title of more than 25% of the total number of stocks or shares of such legal person;
* a natural person holding more than 25% of the total number of votes in the governing body of this legal person also as a pledgee or a user, or under agreements with others persons authorized to vote;
* a natural person exercising control over a legal person or legal persons holding in aggregate the ownership title of more than 25% of the total number of stocks or shares, or holding in aggregate more than 25% of the total number of votes in the governing body of this legal person, also as a pledgee or a user, or under agreements with other persons authorised to vote;
* a natural person exercising control over legal person through holding powers referred to in Article 3(1)(37) of the Accounting Act of 29 September 1994 (Journal of Laws of 2021, item 217), i.e. a natural person controlling a legal entity through holding powers identical to those of the parent company, or
* a natural person holding a senior management position in the case of documented lack of possibility to determine the identity, or doubts regarding the identity of natural persons defined in the first - the fourth indent, and in the case of failure to confirm the suspicion of money laundering or terrorist financing.

1. In the case of a trust:

* a founder,
* a trustee,
* a supervisor, if established,
* a beneficiary or - where a natural persons benefiting from the trust have not yet to be determined - the group of persons in whose main benefit the trust were established or operates,
* other natural person exercising control over the trust,
* other natural person having powers or performing duties equivalent to defined in the first - the fifth indent.

1. In the case of a natural person pursuing economic activity in relation to whom no premises or circumstances were found that could indicate the fact of exercising control over it by other natural person or natural persons, such natural person is simultaneously a Beneficial owner.

## **Appendix no. T1 – List of subcontractors**

1. Bidder anticipates involvement of the following subcontractors \*

Please specify the Scope of works to be allocated to the Subcontractors

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| No. | Subcontractor  (name, address) | Outsourced material scope | Percentage share of outsourced works | Experience of subcontracting scope |
| 1 |  |  |  |  |
| 2 |  |  |  |  |
| 3 |  |  |  |  |
| 4 |  |  |  |  |
| … |  |  |  |  |

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

date Bidder's signature and stamp

*(persons authorised to submit statements of will)*

1. Bidder does not provide for the participation of subcontractors \*

We declare that we will carry out the works covered by this RFP ourselves without subcontracting any works.

………………………….. ......................................

date Bidder's signature and stamp

*(persons authorised to submit statements of will)*

\* Complete the appropriate part of the form