



REQUEST FOR PROPOSAL

Applies to: **CONSTRUCTION OF A HYDROCHLORIC ACID SYNTHESIS**

I. UNIT SCOPE OF WORKS

The details on the **scope of works and the** information requisite for the preparation of the technical quotation are contained in **the TECHNICAL SPECIFICATION attached as Appendix no. 1** to this request and in the other documents annexed to this specification.

Annexes to the TECHNICAL SPECIFICATIONS:

- Appendix 3 to TS – PLOT BOUNDARIES
 - Appendix 17 to TS – MARKING OF INSTALLATIONS / Annex 17.2 – Marking of installations
 - Appendix 17 to TS – MARKING OF INSTALLATIONS / Exhibit 17.3 – Marking of installations
- will be made available to Tenderers upon the delivery of a signed non-disclosure agreement (NDA) – Appendix no. 7.

II. LOCAL INSPECTION

Prior to submitting proposals, each tenderer is obliged to conduct a site inspection to familiarise themselves with the conditions of works directly on site where such works are to be performed. Guidelines related to the site inspection:

- The person responsible for establishing and conducting the site inspection is Wojciech Lewandowski – Head of the Electrolysis and Chlorine Treatment Department, phone +48 24 202 18 15, mobile +48 609 160 652, e-mail: wojciech.lewandowski3@anwil.pl,
- Participation in the site inspection must be agreed at least 2 days in advance.
- Prior to the site inspection, the tenderer is required to provide a signed NON DISCLOSURE AGREEMENT, a template of which is attached as Appendix no. 7,
- Confirmation that such a site inspection has taken place is provided by signing the DECLARATION OF THE ACKNOWLEDGEMENT OF THE SCOPE OF WORKS AND THE TERMS AND CONDITIONS OF THEIR PERFORMANCE, which is attached as Appendix no. 3. This declaration must be included in the technical part of the proposal submitted.

III. CONTACT PERSONS

All information about the subject matter of the procedure will be provided by:

TECHNOLOGY INDUSTRY

- Bartłomiej Och, phone +48 24 202 18 12, e-mail: bartlomiej.och@anwil.pl,
- Wojciech Bielicki, phone +48 24 202 14 70, e-mail: wojciech.bielicki@anwil.pl,
- Marek Żuk, phone +48 24 202 19 10, e-mail: marek.zuk@anwil.pl,
- Daniel Szafran, phone +48 24 202 18 10, e-mail: daniel.szafran@anwil.pl,
- Wojciech Lewandowski, phone +48 24 202 18 15, e-mail: wojciech.lewandowski3@anwil.pl,
- Jarosław Typiński, phone +48 24 202 18 11, e-mail: jaroslaw.typinski@anwil.pl

CONSTRUCTION INDUSTRY

- Marlena Skoczylas, phone +48 242021633, +48 609440818, e-mail: marlena.skoczylas@anwil.pl,

MECHANICAL INDUSTRY

- Igor Dryps, phone +48 24 202 16 52, e-mail: igor.dryps@anwil.pl,
- Marcin Lisiecki, phone +48 24 202 16 56, e-mail: marcin.lisiecki@anwil.pl

ELECTRICAL INDUSTRY

- Cezary Olejniczak, phone +48 24 202 16 59, e-mail: cezary.olejniczak@anwil.pl
- Janusz Lewandowski, phone +48 24 202 16 62, e-mail: janusz.lewandowski@anwil.pl

CONTROL AND INSTRUMENTATION INDUSTRY

- Cezary Olejniczak, phone cezary.olejniczak@anwil.pl
- Artur Zajdel, phone +48 24 202 16 66, e-mail: artur.zajdel@anwil.pl

CONTROL SYSTEM

- Dariusz Nowakowski, phone +48 24 202 16 72, e-mail: dariusz.nowakowski@anwil.pl

OTHER AREAS

INVESTMENTS	Marcin Mroczek, phone +48 24 202 15 51, e-mail: marcin.mroczek@anwil.pl,
INSPECTION DEPARTMENT	Krystian Żakowiecki, phone +48 24 202 16 19, e-mail: krystian.zakowiecki@anwil.pl,
TECHNICAL ANALYSIS DEPARTMENT	Miłosz Krajewski, phone +48 24 202 16 75, e-mail: milosz.krajewski@anwil.pl
PROCESS SECURITY DEPARTMENT	Agnieszka Rauowicz, phone +48 24 202 16 93, e-mail: agnieszka.rauowicz@anwil.pl
OCCUPATIONAL SAFETY AND HEALTH	Dawid Matusiak, phone +48 24 202 15 95, e-mail: dawid.matusiak@anwil.pl
FIRE PROTECTION	Maciej Studziński, phone +48 24 202 17 49, e-mail: maciej.studzinski@anwil.pl
IT OFFICE	Arkadiusz Zakrzewski, phone +48 24 202 11 33, e-mail: arkadiusz.zakrzewski@anwil.pl

IV. ENQUIRIES ABOUT THE SCOPE

1. All enquiries relevant to the preparation of proposals and all replies to such enquiries will be published on the CONNECT Platform for the information of all Tenderers applying to submit a proposal in the purchasing procedure, without identifying the author of an enquiry. Enquiries from Tenderers may be received by the Ordering Party no later than 5 working days before the deadline for the submission of respective parts of proposals. After the expiry of this period, the Ordering Party reserves the right not to reply
2. In the case of enquiries and/or replies which, in the opinion of the Tenderer, may result in sharing the Tenderer's confidential information, it is permissible to reply only to that Tenderer after the Tenderer has stipulated this fact in the body of the enquiry and/or reply.
3. Replies will only be provided to enquiries submitted on the Connect Platform.

V. DELIVERY DATE

Expected completion date of the task: 15.09.2028

VI. SCOPE OF THE PROPOSAL

1. FORMAL CRITERIA

Do attach the following documents:

- a) Confirmation that the Tenderer has read and accepts the document: Terms and Conditions for Participation in the RFP Procedure (Appendix no. 8).
- b) Confirmation that the Tenderer has read and accepts:

- Code of Conduct for suppliers of ANWIL S.A. (document available at the link: <https://www.anwil.orlen.pl/PL/StrefaZakupow/Strony/Kodeks-postepowania-dla-Dostawcow.aspx>),
 - provisions of the Anti-Corruption Policy of ANWIL S.A. (documents available at: <https://www.anwil.orlen.pl/PL/StrefaZakupow/Strony/Wytyczne-ANWIL-dla-Oferentow-i-Wykonawcow.aspx>),
 - Principles for accepting and giving gifts at ANWIL S.A. (documents available at: <https://www.anwil.orlen.pl/PL/StrefaZakupow/Strony/Wytyczne-ANWIL-dla-Oferentow-i-Wykonawcow.aspx>),
 - provisions of the "Human Rights Protection Policy" (documents available at: <https://www.anwil.orlen.pl/PL/StrefaZakupow/Strony/Wytyczne-ANWIL-dla-Oferentow-i-Wykonawcow.aspx>),
- c) An extract from the National Court Register or a certificate of entry in the Central Registration and Information on Economic Activity (in the case of consortia, a copy of the consortium agreement and a power of attorney for the consortium leader to represent the other members of the consortium must be submitted).
- d) A current (no older than 3 months from the designated deadline for the submission of proposals) certificate of no tax arrears from the Tax Office.
- e) A current (not older than 3 months from the deadline for submission of proposals) certificate of no arrears in social security contributions from the Social Insurance Institution.
- f) Financial documents as listed below:
- in the case of business entities keeping full accounting records:
 - authorised balance sheet and profit and loss account for two full reporting years,
 - the most recent quarterly statement for the current period (balance sheet and profit and loss account or F01),
 - in the case of economic operators using simplified accounting:
 - annual statements (PITs with confirmation from the Tax Office of their receipt for all shareholders) for the past two calendar years,
 - the most recent authorised statement of income, expenses and revenue for the current reporting period.
- g) Declaration to take out CAR/EAR construction risks insurance should the contract be awarded.
- h) Current public liability policy.

Guidelines on third party liability policies

- in the event of signing an Agreement for the performance of the task in question, the required minimum values of the sum insured for one and all events are as follows:

Value of the agreement (net)	Minimum sum insured in third party liability
up to PLN 15 thousand	to be determined
over PLN 15 thousand up to PLN 100 thousand	PLN 500 thousand
over PLN 100 thousand up to PLN 500 thousand	PLN 1 million
over PLN 500 thousand up to PLN 2 million	PLN 2 million
over PLN 2 million	net contract value

- in the event that the contractual provisions do not exclude the Supplier from subcontracting some or all of the work to its subcontractors, it is required to extend the scope of the contractor's liability insurance with a clause on damages caused by subcontractors with the limit of liability for one and all events equal to 100% of the guaranteed sum,
 - the supplier is obliged to maintain the third party liability policy for at least the term of the agreement,
 - in the event that the third party liability policy expires prior to the completion of the Agreement, the policy will be renewed under no worse terms and conditions of cover.
- i) Power of attorney of the Tenderer to sign the proposal and all the documents making it up (should the proposal be signed by persons other than the ones indicated in the registration

documents).

j) Representation about the Beneficial Owner (Appendix no. 6).

In the case of the proposal submitted by a Consortium:

- submission of the documents described in point IV is required by all consortium members
- data provided by Tenderers bidding jointly for the Agreement, confirming that they have relevant and required knowledge and experience, human and technical potential and economic and financial situation, is subject to aggregation and combined assessment by ANWIL S.A.,
- all participants in a consortium are subject to financial verification,
- it is required to enclose with the proposal the executed consortium agreement and the power of attorney of the consortium leader to represent the other consortium members.

2. TECHNICAL PROPOSAL

The TECHNICAL PROPOSAL should include:

1. Confirmation of the fulfilment of the entire material scope included in the REQUEST FOR PROPOSALS.
2. Confirmation of the completion of the entire material scope within the deadlines specified in the REQUEST FOR PROPOSALS.
3. Representation that the tenderer has participated in a site inspection and acknowledged the conditions and the scope of works directly at the facility – Appendix no. 3.
4. Timetable for the completion of the task broken down into documentation, completion of deliveries, prefabrication, performance of works at the facility and acceptance.
5. Guarantee for the works performed – a minimum of **36 months**.
6. Guarantee on materials and equipment supplied – a minimum of **24 months**.
7. Guarantee for the corrosion protection provided – a minimum of **60 months**
8. List of potential subcontractors with the scope of works and percentage share, in particular a designing company, should the preparation of technical documentation be subcontracted (Appendix no. 7).
9. Own references and any subcontractors' with a list of completed works of the same nature on an EPC basis for chemical, refinery or petrochemical plants (minimum of 3 projects implemented) over the past 5 years (Appendix no. 5).
10. Competence of tenderers requisite to perform the works covered by this enquiry and specified in the annexes to the TECHNICAL SPECIFICATION

Furthermore, the TECHNICAL PROPOSAL should include:

1. The technical documentation of the subject matter of the contract and the method statement to enable the evaluation of compliance of the proposed scope with the detailed requirements contained in the technical specification and annexes, including:
 - technology description,
 - types of basic devices and materials,
 - list of intended manufacturers of equipment and basic materials with stating the standard according to which they will be made.
2. Confirmation of the provision of all materials, equipment and transportation requisite for the implementation of the task.
3. Confirmation of the consideration of the organisation and conduct of the installation construction work on the premises of an active chemical company.
4. Terms and conditions of guarantee and post-guarantee service, including but not limited to the response time of the guarantee service.
5. Obligation to remedy all faults and such faults as may be detected during the acceptance of works and during the guarantee period.
6. Certificates and technical licenses requisite to perform the job
7. Confirmation of saving the documentation into the ARCHEO system.

Do not attach commercial terms and conditions to your technical proposal, as this may result in a proposal being rejected.

3. COMMERCIAL PROPOSAL

The commercial proposal should include:

1. A fixed flat rate net price in PLN for the performance of the task.

2. Settlement of works:

Proposal for the method of billing for the work – the Tenderer should consider the following principles when preparing the invoicing schedule:

- a) settlement based on a single invoice issued upon the completion and acceptance of all works by ANWIL S.A.,
- b) preferred deferred payment terms for invoices: 30-60 days (in the case of a term of up to 30 days, the term is calculated from the FV delivery date; in the case of a term exceeding 30 days, the term is calculated from the FV issue date),
- c) it is not possible to finance the task by means of advance payments,
- d) it is permissible for the Tenderer to submit a proposed method of partial invoicing. The invoicing stages should specify the scope of works to be invoiced and should be consistent with the implementation schedule (material and financial schedule),
- e) a final – settlement – invoice – of a value not lower than 10% of the agreement value – will be issued after the final acceptance of the agreement subject matter.

After the analysis of such proposals as may be received, ANWIL S.A. reserves the right to possibly present an invoicing schedule that is identical for all Tenderers, e.g. as regards the number of stages, the percentage value of each stage in relation to the total value offered by the Tenderer.

- 3.** Declaration of price invariability until the end of the procedure subject matter implementation.
- 4.** Information on the validity of the proposal – preferably 90-120 days from the date of the last price Proposal.
- 5.** Presentation of persons authorised to negotiate prices, including contact telephone numbers and e-mail addresses.
- 6.** Representation that the content of the provided draft agreement (Appendix no. 2) has been read and accepted as the basis for preparing the agreement for the performance of said works.

The draft agreement will be made available to Tenderers no later than after the verification of the technical parts of proposals and before commercial proposals are submitted.

NOTE: The Ordering Party does not require hard copies of proposals – a proposal should only be submitted on the CONNECT Purchasing Platform.

VI. SUBMISSION OF PROPOSALS

The procedure is implemented in a **2-stage** procedure.

Stage 1: Tenderers are required to submit **formal documents and a technical** proposal within the deadline specified on the Connect Platform.

Stage 2: After acceptance by the Evaluation Team on the part of ANWIL S.A. of the formal documents and technical proposals, the Tenderers who/which will be qualified to participate in the further part of the purchasing procedure will be informed via the Connect Platform of the deadline for submitting **commercial proposals**.

During each of the aforementioned stages, the Ordering Party reserves the right to make additional questions to Tenderers via the CONNECT Platform with a view to submitting clarifications / additions / revisions to their proposals.

VII. PROPOSAL SELECTION

The selection of the Contractor will take place in 2 stages.

Formal documents and technical proposals are evaluated first, followed by commercial proposals.

Stage 1:

- a) Assessment of the fulfilment of formal requirements through verification of the submitted

documents (according to point 6) - grade: 0/1 (meets/does not meet requirements).

- b) Substantive/Technical evaluation of proposals submitted, including evaluation of the technical criteria (as per point 2) grade: 0/1 (meets/does not meet requirements).

Stage 2:

The second stage of the evaluation of proposals involves assessing the proposal price, taking into account the payment period of invoices.

The contractor is obliged to comply with general order regulations, works safety, fire protection and environmental regulations in force in ANWIL S.A., available at the following link

<https://www.anwil.orlden.pl/PL/StrefaZakupow/Strony/Wytyczne-ANWIL-dla-Oferentow-i-Wykonawcow.aspx>

(The items available at the link include but are not limited to: health and safety regulations, manual on how to proceed when locating temporary backup facilities on the premises of Anwil S.A., manual on passenger traffic, guidelines for drivers entering the protected premises of Anwil S.A.).

All enquiries related to additional information and clarifications are to be submitted **exclusively in an electronic form via the CONNECT Platform**: <https://connect.orlden.pl/>.

The reply will be provided by the same method.

The Ordering Party reserves the right to conduct negotiations in several stages in various forms, to be exact direct negotiation and negotiation via an electronic auction system.

Proposals obtained during potential negotiations using the electronic auction system may be subject to further negotiations with Tenderers.

After the negotiations and final evaluation of proposals according to the aforementioned weighting criteria, the highest scoring proposal will be considered the most advantageous one.

VII. SUPPLEMENTARY INFORMATION

1. ANWIL S.A. reserves the right to freely select the entity/-ies with which to conduct negotiations as regards the entire scope.
2. ANWIL S.A. reserves the right to reject the cheapest and the most expensive proposals without giving the reason for doing so.
3. ANWIL S.A. reserves the right to amend or cancel this request for proposals or the terms and conditions of the procedure in part or in whole, to cancel or withdraw from the conducted procedure in part or in whole, including withdrawal from the negotiations in part or in whole, at any time without giving any reason for doing so, of which it will immediately inform Tenderers. Tenderers will have no claims against the Ordering Party on this account. The request for proposals does not commit the Ordering Party to any specific action.
4. The provisions of the Polish Act dated 11.09.2019 do not apply to the activities undertaken by ANWIL S.A. Public Procurement Law (consolidated text, Journal of Laws of 2024, item 1320, as amended) implementing acts issued pursuant thereto.
5. This enquiry constitutes an invitation to negotiate within the meaning of Article 72 of the Polish Civil Code (Journal of Laws of 1964, No. 16, item 93, as amended). The provisions concerning a proposal within the meaning of Article 66 et seq. of the Polish Civil Code and the provisions on auctions specified in Articles 70(1) - 70(5) of the Polish Civil Code do not apply to this enquiry.
6. ANWIL S.A. reserves that the agreement will be entered into upon its signing by ANWIL S.A. and the Tenderer. Any statement that a proposal has been selected is not equivalent to the acceptance of the proposal and is not sufficient to deem the agreement as entered into.
7. ANWIL S.A. is not responsible for the content of announcements concerning this procedure as published on websites other than the official website of the CONNECT Purchasing Platform.
8. ANWIL S.A. reserves the right to reject the issuance of references without giving the reason for doing so.

Interested parties will be notified of the outcome of the bidding action as soon as the proposals have been considered.

Appendices:

- Appendix no 1 – TECHNICAL SPECIFICATION (including appendices)
- Appendix no 2 – DRAFT AGREEMENT (including appendices) – to be provided to TENDERERS no later than after the verification of the technical part of the proposal and before submitting a commercial proposal
- Appendix no 3 – DECLARATION OF THE ACKNOWLEDGEMENT OF THE SCOPE OF WORKS AND THE TERMS AND CONDITIONS OF THEIR PERFORMANCE DIRECTLY AT THE FACILITY (SITE INSPECTION)
- Appendix no 4 – LIST OF SUBCONTRACTORS
- Appendix no 5 – LIST OF WORKS COMPLETED
- Appendix no 6 – STATEMENT BY THE BENEFICIAL OWNER
- Appendix no 7 – NON-DISCLOSURE AGREEMENT
- Appendix no 8 – CONDITIONS FOR PARTICIPATION IN THE REQUEST FOR PROPOSALS
- Appendix no 9 – TABLE OF COSTS

The appendices are available on the **CONNECT Platform**.

This case is supervised by:

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