

## SUBJECT OF THE ENQUIRY

Cooldown with liquid nitrogen of 1-V-01 and 1-V-02 reactors in Hydrocracker Unit in Production Plant of ORLEN S.A. in Płock.

## SCOPE OF WORKS

According to Scope of works with Cooldown data, Reactor diagram, Sparger diagram and Reaction section.

## TERM OF REALIZATION

Execution of works in the unit from 10.04.2026 to 11.04.2026. The completion date may change due to technological or production reasons.

## CONTACT IN TECHNICAL MATTERS AND VISIT ON THE PLANT

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## OFFERS WILL BE EVALUATED IN TWO STAGES

Stage 1 – Submitting of technical and commercial offer. Cost calculation required. Verification of fulfillment of formal and technical requirements.

Stage 2 - After fulfillment of formal and technical requirements, the best commercial offer (lump sum price) will be the basis for selection of the Contractor.

## GENERAL INFORMATION

1. Offers may be submitted exclusively via Purchasing Platform CONNECT website <https://connect.orten.pl/>
2. All possible questions should be asked via Purchasing Platform CONNECT, there you can find a special tab "Questions/Answers" which is the communication space between the Evaluating Team and Bidders.
3. Before the offer submission, Bidder may visit the site and check the work conditions on the installation. In this purpose, to enter the Production Plant of ORLEN S.A., Bidder is obliged to contact a few days in advance the Plant Representatives indicated above, with whom he will agree the visit date and conditions of entering the Plant (i.e. necessary equipment, appropriate cloths/self protection, safety rules). Bidder who does not have ORLEN S.A.'s pass, which enables him to enter the Plant, should ask the Plant representatives for help in obtaining of such pass before the planned visit according to Excerpt from guidelines of the security office director to organization of individual traffic in ORLEN S.A. for external entities and Excerpt from Operational disposition no. 16/2023/GC for external entities. The costs of issuance of the entering cards (passes) for workers and safety training costs are borne by the Contractor.
4. The technical requirements for the required experience and familiarization with work on the site must be met by subcontractors who are not entitled to further subcontracting.
5. When the offer is submitted by a consortium, a copy of the consortium agreement and the consortium leader's power of attorney to represent the remaining members of the consortium are required. The consortium leader is responsible for fulfilling all formal requirements for ORLEN S.A. eg. deposit of a bid bond or another guarantee of good performance. Data provided by bidders jointly applying for the order confirming that they have the relevant and required knowledge and experience, human resources and technical capabilities, and economic and financial conditions are subject to a joint assessment by the Ordering Party. Only those members of the consortium who will actually carry out the part of the contract for which having the appropriate entitlements are

required, shall meet the requirement. In the case of a consortium, all consortium participants are subject to financial verification. The percentage of involvement in the total value of works of individual participants in the consortium should be included.

6. The bidder submitting the offer shall not take part in this purchasing process as a subcontractor of another bidder participating in this purchasing process and / or as a consortium participant. Exceptions are multi-branch purchasing processes, in which the bidder submitting the offer may only act as a subcontractor of another bidder or a consortium member for a branch that is not a leading branch in this purchasing process.
7. Only offers covering the whole scope of work will be accepted. Offers that cover a partial scope of work will not be considered.
8. Offers will be opened without bidders.
9. Technical and commercial offer revisions received after the deadline will be rejected.
10. ORLEN S.A. reserves the right to conduct several stages of commercial negotiations (including electronic auctions).
11. In case of Bidder's representative's absence during the face to face negotiations, failure to take part in the electronic auction, for which he was invited, or failure to submit an offer's revision, constituting the contractor selection basis, within the indicated deadline – unless the Bidder informed about his waiver of further proceedings, the Ordering Party will understand the Bidder's previous offer as the final and not negotiable proposal.
12. ORLEN S.A. reserves the right to reject the offer when Bidder includes information about the offered prices in technical offer.
13. ORLEN S.A. reserves the right to reject offers which: do not meet requirements listed in the Enquiry, are incomplete, include information which, after being verified, turned out to be false and it may effect on the Contractor selection result.
14. ORLEN S.A. may, at its sole discretion, at any time prior to awarding the contract, exclude Bidder from the purchasing process and/or reject its offer if Bidder or its proposed suppliers or subcontractors offer a product or service originating in a third country, which shall be understood as a country: other than a Member State of the European Union, or other than a country that is a party to the World Trade Organisation (WTO) Agreement on government procurement, or other than a country that is a party to an international agreement with the EU that guarantees mutual and equal access to the public procurement market. ORLEN S.A. shall immediately notify Bidder of its exclusion and/or rejection of its offer, and Bidder shall not be entitled to any claims against ORLEN S.A. in this respect.
15. ORLEN S.A. reserves the right to select at its sole discretion the company/companies with whom ORLEN S.A. will negotiate in respect to the full scope of the submitted answer or its parts and to conclude the agreement with more than one supplier, selected through negotiations. The scope of the agreement can cover a part or a full scope of the presented quotation.
16. ORLEN S.A. reserves the right to cancel this invitation for tenders and withdraw from negotiations without giving any reason. Bidders are not eligible for any claims against the Ordering Party.
17. ORLEN S.A. informs that the contract will be concluded upon signature by ORLEN S.A. and supplier.
18. Confirmation of contract commitments on behalf of ORLEN S.A. can be made by a person having a full power of attorney.
19. ORLEN S.A. reserves the right to reject to issue reference letter without giving a reason.
20. In the event of a low assessment of the Contractor's financial standing, ORLEN S.A. reserves the right to request the Contractor to secure the contract with a bank or insurance guarantee for the duration of the works and for the period of the warranty.
21. In the case the Contractor is a domestic entity or is a foreign registered VAT payer in Poland and the payment is settled in PLN or in a foreign currency, the remuneration of the Contractor shall be payable in the split payment mechanism in accordance with attachment Split payment mechanism clause.
22. ORLEN S.A. reserves the right to check detailed knowledge of the selected Contractor's personnel in terms of knowledge of occupational health and safety rules, process safety at specially prepared verification stations, verify the qualifications and knowledge of persons carrying out renovation works and ensure the required quality of their implementation in accordance with the document „Regulations of Training Centre in ORLEN S.A.”.
23. ORLEN S.A. reserves the possibility that the selected attachments to the contract will have an electronic form. A list of electronic attachments will be sent to the selected contractor prior to signing the contract via the Questions / Answers tab on the Purchase Platform CONNECT.
24. This letter is an invitation for negotiations in the understanding of Art. 72 of the Polish Civil Code.