



**“Basic Engineering Design Package (BEDP) for DCPD Plant
with associated infrastructure - pre-qualification process” –
INSTRUCTON TO BIDDER**



Procedure number: PKN/2/004798/25

ORLEN S.A.
Płock, Poland

**BASIC ENGINEERING DESIGN PACKAGE (BEDP)
FOR DCPD PLANT WITH ASSOCIATED INFRASTRUCTURE**

BIDDING DOCUMENTS

Section II: INSTRUCTION TO BIDDERS

Płock, 17th December 2025

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1. GENERAL INFORMATION

- 1.1. ORLEN S.A. located at 09-411 Płock, ul. Chemików 7, Poland (hereinafter referred to as the **“OWNER”**) presents this INSTRUCTION TO BIDDERS (**“ITB”**) as part of the BIDDING DOCUMENTS which sets out requirements for the submission of a binding offer for the provision of 1 basic engineering design package (BEDP) for the PROJECT (as defined in Clause 2 below) (the **“BID”**) in the bidding process for the selection of a BEDP Contractor (the **“BIDDING PROCESS”**).
- 1.2. The OWNER informs that there will be third parties involved in the BIDDING PROCESS, being technical and IP advisors to the OWNER and acting on the OWNER’s behalf. Details regarding advisors will be provided at a later stage.

All advisors shall hereinafter collectively be referred to as the **“ADVISORS”**. In case there are any new advisors appointed to participate in the BIDDING PROCESS, then the OWNER will notify the BIDDERS about them without undue delay.

The BIDDER shall submit a statement (signed by authorised persons) that the BID and Basic Engineering Design Package (BEDP) can be forwarded to the ADVISORS. If there is any additional NDA required, the BIDDER shall inform the OWNER within 5 days after issuance of these BIDDING DOCUMENTS at the latest.

- 1.3. This BIDDING PROCESS is considered as a pre-qualification stage, which aims at selecting BIDDERS that meet basic obligatory criteria formal 0/1 and technical 0/1 in order to be qualified for the RFP stage, which will be conducted as a separate tender process (RFP).

2. INFORMATION ABOUT THE PROJECT AND SCOPE OF WORK

- 2.1. The OWNER is planning to build **DCPD Plant with associated infrastructure** with a capacity of approx. 26 kta at its Płock Refinery in Poland (the **“PROJECT”** or **“UNIT”**).
- 2.2. At this stage, for the purpose of implementing the PROJECT, the OWNER intends to select a BIDDERS qualified for the separate tender process (RFP), the purpose of which will be to conclude the AGREEMENT. The AGREEMENT shall cover all BEDP Contractor’s services necessary for the OWNER to execute and operate the UNIT, in particular:
 - 2.2.1. basic engineering services, including the delivery of basic engineering design package;
 - 2.2.2. providing engineering and technical services during the execution phase (EPC) of the PROJECT; and
 - 2.2.3. delivery of proprietary equipment and catalysts/adsorbents (if applicable).
- 2.3. The terms and conditions of executing and delivering basic engineering design package as well as providing services and deliveries for the PROJECT by the successful BIDDER to OWNER will be subject of the AGREEMENT to be concluded between OWNER and the successful BIDDER based on the separate BIDDING PROCESS (RFP).
- 2.4. General technical information and process description regarding the PROJECT are included in Appendix 3 to this ITB.



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3. PRELIMINARY SCHEDULE OF THE BIDDING PROCESS

3.1. The OWNER assumes the following schedule of the BIDDING PROCESS:

| | | |
|---|---|-------------------------------|
| 1 | Publication of this Request on the CONNECT platform | |
| 2 | Submission of “FORMAL and TECHNICAL PROPOSAL” | 14 th January 2026 |
| 3 | BID evaluation | 23 rd January 2026 |
| 4 | Selection of BIDDERS qualified to the RFP stage | 6 th February 2026 |

3.2. The above schedule of the BIDDING PROCESS is preliminary only and may be modified by the OWNER at any time, at the OWNER's sole discretion through CONNECT platform.

4. CONTENT OF THE BIDDING DOCUMENTS

4.1. The BIDDING DOCUMENTS define:

- a) the scope of requirements/criteria required by the OWNER in order to select BIDDERS qualifying to the RFP stage;
- b) the scope of information provided to BIDDERS covering the basic process description for the needs of BEDP execution;
- c) the BIDDING PROCESS.

4.2. A set of the BIDDING DOCUMENTS consists of the following parts:

| SECTION | Description |
|---------|--|
| I | INVITATION FOR BIDS |
| II | INSTRUCTION TO BIDDERS (ITB) including appendices. |

4.3. The BIDDER is expected to review and examine carefully any and all instructions, forms, terms and specifications included in the BIDDING DOCUMENTS. It is an obligation and sole responsibility of the BIDDER to furnish all documents and information required by the BIDDING DOCUMENTS and submit a BID which is in all aspects prepared and submitted in accordance with and pursuant to the BIDDING DOCUMENTS.

5. BID SUBMISSION REQUIREMENTS

5.1. The OWNER will accept only a complete BID compliant with the BIDDING DOCUMENTS. The OWNER does not allow submitting partial, variant nor alternative bids and any such bids will be rejected.

5.2. A BIDDER may submit its BID individually or jointly with another party (parties) (as a CONSORTIUM) – in each case for the whole scope of the AGREEMENT. Wherever in this ITB the term "CONSORTIUM" is used, it shall mean a consortium, joint venture

or other unincorporated grouping of two or more entities as partners, which submit one BID as a collective body.

- 5.3. BIDS submitted by CONSORTIUM shall comply with the following requirements:
- 5.3.1. the BID shall be signed so as to be legally binding on all partners in full extent;
 - 5.3.2. one of the partners shall be nominated as CONSORTIUM leader and this authorisation shall be evidenced by submitting a power (or powers) of attorney signed legally by all the partners (authorised signatories);
 - 5.3.3. CONSORTIUM leader shall be authorised to incur liabilities and receive instructions for and on behalf of any and all partners of the CONSORTIUM and entire execution of the future BEDP AGREEMENT including payment; such authority shall be included in the power (or powers) of attorney provided by the other partners to the CONSORTIUM leader;
 - 5.3.4. all partners of CONSORTIUM shall be liable jointly and severally for the execution of the future BEDP AGREEMENT and their BID and relevant statement to this effect shall be included in the authorisation mentioned under Clause 5.3.2 above as well as in the BEDP AGREEMENT.
 - 5.3.5. a copy of the CONSORTIUM agreement entered into by and between the CONSORTIUM members shall be submitted along with BID.
 - 5.3.6. the OWNER may consider that a change in CONSORTIUM members or adding new CONSORTIUM member(s) during the BIDDING PROCESS, with the exception of change of the CONSORTIUM leader, does not constitute a change in the collective BID submitted by the CONSORTIUM members, and will be approved to further stages of the BIDDING PROCESS. Extension in the CONSORTIUM members by a new entity or any changes in CONSORTIUM members require the written consent of the OWNER and signing of a Non-Disclosure Agreement by each new CONSORTIUM partner. The OWNER may accept the change in the CONSORTIUM composition at the OWNER's discretion.

6. RULES GOVERNING THE BIDDING PROCESS AND NEGOTIATIONS OF THE BID

- 6.1. This ITB constitutes an invitation to negotiations within the meaning of Article 72 of the Act of 23 April 1964 – the Civil Code (unified version: Journal of Laws of 2022, item 1360, as amended) (the "**Polish Civil Code**").
- 6.2. The BIDS are submitted as part of the purchasing procedure carried out by the OWNER and the BID submission constitutes only one of the stages of negotiations within the meaning of Article 72 of the Polish Civil Code.
- 6.3. The statutory provisions regarding offers and acceptance, i.e. Articles 66-70 of the Polish Civil Code, and regarding auctions and procurement procedures, i.e. Articles 70¹ – 70⁵ of the Polish Civil Code, shall not apply howsoever to this this BIDDING PROCESS.
- 6.4. The BIDDING PROCESS is not subject to the provisions of the Act of 11 September 2019 – the Public Procurement Law (Journal of Laws of 2022, item 1710, as amended)

- or any implementing acts issued on its basis. The BIDDING PROCESS is subject to the OWNER's internal procedures.
- 6.5. The BIDDER shall bear all costs and expenses which the BIDDER has incurred arising from or associated with the BIDDING PROCESS, including costs and expenses arising from or associated with the preparation and submission of its BID, attendance in site visits, meetings or interviews. The OWNER shall not be responsible nor liable for such costs and expenses and shall not reimburse the BIDDER for any such costs and expenses, regardless of the conduct or outcome of the BIDDING PROCESS and whether the BIDDING PROCESS is changed or cancelled by the OWNER for any reason or without stating a reason. For the avoidance of doubt, the BIDDER shall not be entitled to any claims towards the OWNER in the case of considering its BID as noncompliant with the BIDDING DOCUMENTS, changing or cancelling the BIDDING PROCESS.
- 6.6. The OWNER may at any time: (i) discontinue the negotiations with any or all BIDDER(S); or (ii) commence or recommence negotiations with one or more BIDDER(S) previously not invited to take part in such negotiations, or with whom the negotiations have previously been closed and without the obligations to give any reasons. Any BIDDER not invited shall remain bound by its submitted BID and terms and conditions of the BIDDING DOCUMENTS, in particular provisions on the BID validity period, until the end of the BIDDING PROCESS.
- 6.7. The OWNER may at its discretion cancel the BIDDING PROCESS or change its terms and conditions, either in whole or in part, including withdrawing from the negotiations, in whole or in part, at any time, without the need to provide any justification thereto. The OWNER shall immediately notify the BIDDERS of such actions and the BIDDERS shall not be entitled to any claims towards the OWNER resulting therefrom. The BIDDING DOCUMENTS shall not oblige the OWNER to take any specific action.
- 6.8. The OWNER shall not be responsible nor held liable for the contents of tender announcements published on websites other than the official website of the ORLEN Capital Group Purchasing Platform – CONNECT (<http://connect.orken.pl>).
- 6.9. Should any of the BIDDER fail to observe the technical or formal requirements set forth in the BIDDING DOCUMENTS, the OWNER may dismiss its BID without analysing the commercial part of such BID.
- 6.10. The OWNER may reject an application for a reference without giving any reason
- 6.11. The OWNER may, at its full discretion, at any time exclude a BIDDER from the BIDDING PROCESS and dismiss its BID without providing any justification thereto.
- 6.12. The OWNER may, at its sole discretion, at any time prior to awarding the contract, exclude the BIDDER from the BIDDING PROCESS and/or reject its BID if the 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.

The OWNER shall immediately notify the BIDDER of its exclusion and/or rejection of its BID, and the BIDDER shall not be entitled to any claims against the OWNER in this respect.

7. CONFIDENTIALITY

- 7.1. The BIDDER undertakes to respect the confidential nature of all information resulting from this BIDDING PROCESS pursuant to Article 72¹ of the Polish Civil Code and Article 11 of the Act of 16 April 1993 on Combating Unfair Competition (unified version: Journal of Laws of 2020, item 1913, as amended).
- 7.2. These BIDDING DOCUMENTS are to be used by the BIDDER solely for the purpose of preparation and submission of the BID.
- 7.3. The information included in these BIDDING DOCUMENTS must be kept confidential at all times. These BIDDING DOCUMENTS are provided solely for the purpose of the BID preparation and submission 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 OWNER.
- 7.4. The BIDDER undertakes to treat as confidential these BIDDING DOCUMENTS and any and all of the information pertaining to this BIDDING PROCESS. The fact of inviting the BIDDER for participation in the BIDDING PROCESS and the fact of BID submission, may not be provided by the BIDDER without a written permission of the OWNER for disclosing to third parties or publication of such information. Any breach of this confidentiality obligation by the BIDDER may result in rejection of the BID or other actions deemed appropriate by the OWNER.
- 7.5. The submitted BID will not be returned to the BIDDER, unless otherwise agreed upon in writing. The content of the rejected or unsuccessful BIDS will remain confidential and will only be made available to OWNER's employees, agents, advisors or representatives in relation to evaluation of BIDS and awarding of the AGREEMENT.

8. COMMUNICATION AND CLARIFICATIONS

- 8.1. The BIDDER may communicate with the OWNER exclusively in the electronic form using the CONNECT platform.
- 8.2. The BIDDER may request the reasonable clarification of the particular provisions of the BIDDING DOCUMENTS or submit other reasonable questions regarding the BIDDING PROCESS. The purpose of such a request or question is to enable the OWNER to clarify the provisions of the BIDDING DOCUMENTS to the extent that they are ambiguous for the BIDDER.
- 8.3. The BIDDER may send any requests and questions to the OWNER **no later than 3 (three) calendar days before** the deadline for submitting particular parts of the BID. In the case of requests and questions sent after this deadline, the OWNER shall not be obliged to consider the BIDDER's requests or questions nor to provide clarifications or answers thereto.
- 8.4. The BIDDER's request for clarification or answer shall:
 - 8.4.1. indicate which specific part of the BIDDING DOCUMENTS the question refers to; and

- 8.4.2. specify what the BIDDER's concern that requires the OWNER's clarification consists of.
- 8.5. The OWNER may refuse to provide a clarification or answer without the need to provide a reason thereto.
- 8.6. The OWNER's clarifications and answers to the submitted requests shall be binding for the BIDDER(S) and implemented by the BIDDER(S) into the BID(S). Any possible changes and specifications introduced through such clarifications and answers shall become an integral part of BIDDING DOCUMENTS.
- 8.7. Clarifications and answers shall be notified to the BIDDERS using the CONNECT platform.
- 8.8. The OWNER shall not be responsible nor held liable for clarifications regarding the provisions of BIDDING DOCUMENTS, provided to the BIDDERS by third parties, not authorised to contact the BIDDERS, with the exception of the representatives listed in Clause 8.10 below or persons replacing such representatives, who are providing information through the CONNECT platform.
- 8.9. All statements, applications, notifications or information shall be exchanged by the OWNER and the BIDDERS using the CONNECT platform. It is required that all statements and declarations of the BIDDER are submitted in the form of a scanned copy containing the signatures of the authorised representatives of the BIDDER or signed electronically (a qualified signature is required). The above does not apply to the ongoing communication on the CONNECT platform.
- 8.10. The OWNER's representatives authorised to contact the BIDDERS and provide all information on this BIDDING PROCESS are: Daria Michalak daria.michalak@orlen.pl, tel. no. +48 665 774 186 and Michał Dzierżawski michal.dzierzawski@orlen.pl, tel. no. + 48 609 692 470 or upon their absence at work – another person designated by the OWNER or designated as replacement on the CONNECT platform.
- 8.11. The OWNER's clarifications and answers to BIDDER(S) questions will be provided to all BIDDERS participating in the BIDDING PROCESS. Should the content of the question refer to a unique solution proposed by the BIDDER, which should not be disclosed with the answer to the remaining BIDDERS, then it shall be clearly marked by the BIDDER, the OWNER reserves the right to provide an answer only to the BIDDER who asked the question.

9. AMENDMENT TO THE BIDDING DOCUMENTS

- 9.1. The OWNER may for any reason whatsoever on its own initiative, amend or modify the BIDDING DOCUMENTS by the issuance of an addendum to the BIDDING DOCUMENTS (“**ADDENDUM**”). The ADDENDUM shall form a part of the BIDDING DOCUMENTS and shall be binding as of the day of its issuance by the OWNER on the CONNECT platform, and all provisions hereof referring to “BIDDING DOCUMENTS” shall be understood to refer to the BIDDING DOCUMENTS as amended or supplemented by the ADDENDUM.
- 9.2. The ADDENDUM, if any, will be notified via CONNECT platform to the BIDDERS.
- 9.3. For the avoidance of doubt, under no circumstances shall amending or supplementing the BIDDING DOCUMENTS in any way by the OWNER be interpreted by any BIDDER as an action in bad faith on the part of the OWNER.

10. LANGUAGE OF THE BIDDING PROCESS AND THE BID

- 10.1. The BIDDING PROCESS shall be carried out in the English language.
- 10.2. The BID prepared by a BIDDER and any correspondence and documents related to the BID, exchanged between the BIDDER and the OWNER, shall be in English language.
- 10.3. Any documents related to the BID submitted by the BIDDER may be prepared in another language as long as these documents are accompanied with an English translation of their pertinent passages, in which case the English translation shall prevail for purposes of interpretation of the BID.
- 10.4. All formal documents regarding possible foreign subcontractors, submitted by the BIDDER with the BID must be drawn up or translated into English as well, as stipulated by Clause 10.3.

11. PRE-BID MEETING

- 11.1. The OWNER may organize a pre-bid meeting with the BIDDERS in premises of ORLEN S.A. in Płock, Poland or any other locations as indicated by the OWNER. The purpose of the pre-bid meeting (which can be alternatively held in the form of tele/videoconference) is to provide the BIDDER with clarifications and to answer any questions that may be raised in connection with the BIDDING DOCUMENTS and preparation and submission of the BID. The date of the pre-bid meeting will be mutually determined by the OWNER and the BIDDER.
- 11.2. As a result of the pre-bid meetings, the OWNER may introduce modifications to the BIDDING DOCUMENTS in accordance with Clause 9 above.
- 11.3. Attending the pre-bid meeting shall be at the BIDDER's own cost and expense. In particular, the BIDDER shall make its own travel arrangements and bear the costs of fares, local transportation, accommodation, and other out-of-pocket expenses.

12. FORM OF THE BID

- 12.1. The BID shall consist of the two main parts:
 - 12.1.1. FORMAL AND TECHNICAL PROPOSAL which shall contain the following components:

VOLUME 1: COVER LETTER

VOLUME 2: FORMAL PROPOSAL according to Clause 13.3

VOLUME 3: TECHNICAL PROPOSAL according to Clause 13.4

13. DOCUMENTS COMPRISING OF THE BID

- 13.1. Individual volumes of FORMAL AND TECHNICAL PROPOSAL shall be prepared in compliance with the provisions specified herein below.

13.2. VOLUME 1: COVER LETTER shall include:

- 13.2.1. Subject of the BID,
- 13.2.2. Name, registered seat address of the BIDDER and tax identification number,
- 13.2.3. List of persons dedicated for contact with OWNER during the BIDDING PROCESS,
- 13.2.4. Names of persons authorized to act in the BIDDER's name in matters related to the BIDDING PROCESS (including address for correspondence, if it differs from registered address of BIDDER, telephone and e-mail addresses); a power of attorney shall be attached, if applicable (Appendix F1 to FORMAL PROPOSAL),
- 13.2.5. List of exhibits (Volumes) which constitute the BID,
- 13.2.6. Period of the BID validity.

13.3. VOLUME 2: FORMAL PROPOSAL shall contain formal statements and appendices required in accordance with Appendix 1 to the ITB.

13.4. VOLUME 3: TECHNICAL PROPOSAL shall contain statements and appendices required in accordance with Appendix 2 to the ITB.

14. PERIOD OF VALIDITY OF BIDS

- 14.1. The OWNER requires a **6 month** validity period of the BID from the date of submission of the COMMERCIAL PRICED PROPOSAL, with the option of extending the term.
- 14.2. The BIDDER is entitled to extend the validity period independently of the BID.
- 14.3. Upon request of the OWNER, the BIDDERS shall undertake to extend the validity period of the BID for another **3 months** following the date of the expiry of the BID's initial validity period. Such request can be made by the OWNER to the BIDDERS via CONNECT platform by the end of the BID's initial validity period.
- 14.4. A BIDDER who refuses to extend the validity period of the BID may be excluded from the BIDDING PROCESS by the OWNER, and its BID may be qualified as rejected.

15. FORMAT AND SIGNING OF THE BID

- 15.1. These BIDDING DOCUMENTS and their provisions apply to the BID submitting procedure. Each BIDDER shall thoroughly familiarize itself with the provisions of the BIDDING DOCUMENTS, which must be read and interpreted together with their possible modifications and amendments made by the OWNER under Clause 9.
- 15.2. The BID constitutes a set of documents prepared in accordance with these BIDDING DOCUMENTS and explanations given by the OWNER to the BIDDER in the course of the BIDDING PROCESS.
- 15.3. Particular parts of the BID should be drawn up in accordance with templates included in appendices to these BIDDING DOCUMENTS. The OWNER will not accept partial BIDS, which means proposals for the execution of a part of the AGREEMENT.
- 15.4. The BID shall be submitted via the CONNECT platform in two versions: (i) in the form of scanned copies of documents signed by the authorised representatives of the BIDDER (marked as original) or electronically signed documents (a qualified signature is required); and (ii) in editable version (word, excel) wherever possible. In case of any inconsistencies between these documents, the original in the form of scanned copies

shall prevail. Particular documents comprising the BID must be properly ordered and their order must be clearly marked.

- 15.5. All pages of the BID, including all pages of appendices, should be numbered in order.
- 15.6. The BID document must be signed by and sealed with the personal stamps of the authorized representative(s) of the BIDDER, entitled to perform all legal activities and to make liabilities on its behalf, as stipulated by pertinent regulations, or entitled, at least with respect to the subject of the AGREEMENT, to make declarations of will for and on behalf of the BIDDER (if a seal is not possible, the documents must include a printed or manually entered: full name and position of the signatory).
- 15.7. Any changes to the BID (amendments, write offs, supplements) should be signed or initialled by the BIDDER – or shall not be accepted.
- 15.8. All provisions of the BID must be made in a continuous and legible manner.
- 15.9. The BID must include a power of attorney (Appendix F1 to FORMAL PROPOSAL) declaring the authorization to sign the BID, unless the right to sign the BID results from other documents submitted with the BID. The text of the power of attorney must expressly define the activities the representative is authorized to perform.

16. SUBMISSION OF THE BIDS

- 16.1. The BID must be submitted solely via the CONNECT platform.
- 16.2. The deadlines of submitting the BID are specified on the CONNECT platform. The OWNER may reject the BIDS submitted after the deadline for submitting BIDS. Any changes of the deadline for submitting of the BID shall be notified by the OWNER using the CONNECT platform.
- 16.3. A complete BID shall consist of the parts listed in the Clause 12.
- 16.4. Anticipated deadline for the submission of the BID is specified in Clause 3.
- 16.5. The OWNER shall not be responsible for incorrectly submitted BIDS or their incorrect marking.

17. MODIFICATION AND WITHDRAWAL OF THE BIDS

- 17.1. The BIDDER may modify or withdraw its BID after its submission on the CONNECT platform. Such modification or withdrawal shall be received by the OWNER on the CONNECT platform not later than on the BID submission deadline.
- 17.2. Any changes regarding the terms of the BID must be made as revisions indicating the amended provision(s), and a reference to corresponding pages and sections of the BID. Such amendments must be prepared and submitted in an identical manner to the BID itself.
- 17.3. No BID may be unilaterally modified or withdrawn by the BIDDER after the deadline for submission of BID.

18. EXAMINATION OF THE BIDS, DETERMINATION OF COMPLIANCE

- 18.1. In the course of examination of BIDS the OWNER will examine the BID to determine whether they are complete, whether the documents are properly signed and do not contain any impermissible deviations from the BIDDING DOCUMENTS or are in any

other way substantially noncompliant with the BIDDING DOCUMENTS, i.e. the OWNER will in particular examine:

18.1.1. whether the submitted BID contains all required documents and information and whether these documents and information have the form and content as specified in the BIDDING DOCUMENTS;

18.1.2. whether the submitted BID contains any reservations noncompliant with the BIDDING DOCUMENTS.

19. EVALUATION OF THE BIDS, CLARIFICATION AND REVISION OF THE BIDS

19.1. The BIDDERS are not entitled to participate in the opening or evaluation of the BIDS by the OWNER. The opening and evaluation of the BIDS will be carried out by the OWNER and its ADVISORS.

19.2. In order to facilitate the BID evaluation, the OWNER may, at its discretion, request BIDDERS to provide clarifications of the submitted bid, or supplementary information or documents to the BID, or to extend or revise (update) the BID at any time from the date of the opening of the BIDS until the expiry of their validity.

19.3. Should the BIDDER fail to respond to the OWNER's query or request for clarification or supplementary information in a timely manner, the OWNER may, at the OWNER's sole discretion, consider such BIDDER'S BID as non-compliant with the BIDDING DOCUMENTS.

19.4. The OWNER will evaluate and compare only the BIDS previously determined to be substantially compliant with the requirements of the BIDDING DOCUMENTS pursuant to Clause 18.

19.5. Evaluation Criteria

19.5.1. The OWNER will evaluate BIDS on the basis of formal requirements and technical criteria 0/1. Non-observance of any of formal requirements or technical criteria 0/1 authorizes the OWNER to reject the BID. BIDS shall be evaluated in terms of fulfilling / failing to fulfil the OWNER's requirements. The BID shall be rejected if it fails to fulfil at least one of 0/1 criteria presented within BIDDING DOCUMENTS in the CONNECT platform.

FORMAL:

- Completeness and correctness of the FORMAL PROPOSAL

TECHNICAL:

- Completeness and correctness of the TECHNICAL PROPOSAL

20. QUALIFICATION TO THE RFP STAGE

20.1. The OWNER hereby informs that only BIDDERS who meet the formal and technical criteria will be qualified for the next stage, i.e. the RFP phase conducted in a separate procurement procedure on the CONNECT platform. The OWNER will inform the qualified BIDDERS about the launch of the procurement procedure for the RFP phase via the CONNECT platform.



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INSTRUCTION TO BIDDER**

21. GOVERNING LAW AND SETTLEMENTS OF DISPUTES

- 21.1. This BIDDING PROCESS and any OWNER'S and BIDDERS' rights and obligations arising in connection with it shall be governed by, construed and interpreted in accordance with the laws of Poland.
- 21.2. All disputes arising from or in relation to the BID or the ITB shall be resolved by the court competent for the OWNER's registered office.

22. APPENDICES

- Appendix 1 “FORMAL PROPOSAL” form
- Appendix 2 “TECHNICAL PROPOSAL” form
- Appendix 3 PROCESS DESCRIPTION
- Appendix 4 Policy on the Prevention of Corruption and Fraud in the ORLEN Capital Group
- Appendix 5 Policy for Accepting and Giving Gifts in the ORLEN Group
- Appendix 6 Conflict of Interest Management Policy at the ORLEN Group
- Appendix 7 Human Rights Protection Policy in the ORLEN Capital Group
- Appendix 8 Code of conduct for ORLEN S.A. Suppliers
- Appendix 9 Beneficial Owner Statement
- Appendix 10 Information Clause
- Appendix 11 Whistleblower Protection Policy at the ORLEN Capital Group
- Appendix 12 Declaration of the Bidder – sanction provisions