

REQUEST FOR PROPOSAL (RFP)

Dear Sirs,

ORLEN Neptun Sp. z o.o. (being a parent entity to ORLEN Neptun II-XI Companies) **share of corporate group ORLEN Neptun** (hereinafter referred to as „ORLEN Neptun” or Ordering Party) **invites you to submit an offer for the performance of the works described below.**

The Bidder hereby acknowledges and accepts that bids are submitted as a part of the purchasing procedure carried out by ORLEN Neptun sp. z o. o. and that particular bid submission constitutes one of the stage of negotiation according to art. 72 of the Civil Code, therefore, the provisions regarding offers, in the definition of art. 66 of the Civil Code, and regarding auctions and procurements, in the definition of art. 70¹ – 70⁵ of the Civil Code, shall not apply.

1. SUBJECT OF THE REQUEST FOR PROPOSAL

The subject of the purchase is the execution of geophysical (seismic) survey to identify and locate sub-seabed boulders posing a significant foundation risk to the Wind Turbines (WTG) and Offshore Substations (OSS) within Area 46.E.1. (Baltic East OWF).

The primary goal of the campaign is to obtain high-fidelity, volumetric geological information necessary to establish a robust and detailed Geophysical/Seismic Model of the planned investment area. This geological information acquired during this survey will form the basis for further design work, specifically by allowing for the accurate identification and mapping of critical geohazards such as peat, boulders, shallow gas accumulations, faults, and other tectonic related hazards that could impact the integrity and feasibility of the planned offshore infrastructure.

The scope of work includes:

1. High-Resolution or Extremely-High Resolution seismic surveys for specific locations of wind turbine foundations and OSS stations to a depth of 70 metres. The subsurface full-fold seismic imaging area will be fully covered with seismic data to a specified survey depth and will be at least 200 m x 200 m.
2. Processing of seismic data with a particular focus on future identification of sub-seabed boulders.
3. Structural interpretation of the acquired data within the survey areas, with detailed interpretation of the specified seismic imaging areas (200 m x 200 m).
4. Recognition and identification of boulders beneath the seabed to a depth of at least 70 m below the seabed.
5. Determination of the dimensions of the identified boulders.
6. Determination of the accuracy of boulder identification in depth intervals and in space.
7. Determination of the location of WTG foundations within the identified areas and indication of new locations for WTG foundations within the surveyed areas, taking into account the limitations resulting from the spatial and depth distribution of boulders and their size, which may increase the risk of foundation installation (micrositing).
8. Performance of detailed models for WTG and OSS areas including data acquired during the initial campaign (2D UHRS + initial Geotech).

The planned works are expected to be carried out in a one-phase process.

Bidders are required to submit offers covering the entire scope of works.

Note:

1. **A detailed Scope of work will be provided to the Bidders through the CONNECT Platform after submitted the initial declaration of participation in the purchasing process.**
2. **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, without giving a reason and without any financial consequences on this account.**

2. WORKS PERFORMANCE DATES

2.1. Commencement: after signing contract by both parties.

2.2. Completion: 19th March 2027

3. DOCUMENTS AND INFORMATION REQUIRED TO PLACE A BID

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 according to the rules specified in point 4 below.**

4. BID SUBMISSION – CONDITIONS/ RULES

- 4.1. 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.
- 4.2. Scope of work and other details/documents will be provided to the Bidders through the CONNECT Platform (**after submitting the initial declaration of participation as it is given above in "Note"**).
- 4.3. Revealing of any RFP's content to other entities is forbidden.
- 4.4. The bid must be placed before the deadline specified in the CONNECT system, in Polish or English, through CONNECT Platform, available at <https://connect.orlen.pl/>. Please, fill all the demanded fields and attach the information/documents requested in the RFP.
- 4.5. 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.
- 4.6. 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.
- 4.7. If you do not wish to submit a bid, please send us a short message through CONNECT Platform (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).
- 4.8. Any requests for additional information and explanations should only be submitted through CONNECT Platform ("Ask the Ordering Party a question" option) in the timeframe provided in the system. The reply will be submitted in the same way.
- 4.9. 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 bids.

5. PROCESS – MODE OF BID SUBMISSION

ORLEN Neptun operates a two-step bid submission process:

Formal and technical documents shall not contain any trade information and/or remuneration data.
Bidders submit documents (scanned copies of documents) through the CONNECT Platform.

STEP 1:

- The signed **Appendix No. 1** along with the required **Appendices F1-F6**, constituting the **FORMAL OFFER**, should be attached in the item entitled "FORMAL OFFER" – Please submit all the files in one zip file.
- The signed **Appendix No. 2** along with the required **Appendices T1-T6 and TS1-TS4** constituting the **TECHNICAL OFFER** should be attached in the item entitled "TECHNICAL OFFER" – Please submit all the files in one zip file.

STEP 2:

After evaluation of the formal and technical documents, Bidders who have been qualified to participate in the further part of the procedure, will be asked to submit the commercial documents.
The Bidders will be informed about the deadline for submitting the commercial documents through the CONNECT Platform.

- Signed by authorised person documents **Appendix No. 3** along with the required **Appendices H1-H2**, constituting the **COMMERCIAL OFFER**, shall be attached in the commercial criteria indicated in the process (if there is no particular place to enclose the commercial document, please attach it in one of the commercial criterion). Please submit all the files in one zip file.

Note:

1. The sequence of the documents attached to the offer should be consistent with the numbering in the Appendices.
2. All the submitted documents must be signed by authorised persons (a qualified electronic signature is preferred).

6. SELECTION OF THE BID/BIDDER

- 6.1. The Bidder will be selected on the basis of an evaluation of the submitted bids, according to the criteria established by the request for proposal, once technical and price negotiation with the Bidders has been concluded.
- 6.2. The bids will be evaluated by the Purchasing Team of the Ordering Party – without a participation of the Bidders.
- 6.3. The following aspects are significant for the evaluation of the bids:

Formal evaluation – performed as an 0/1 evaluation (does not meet/meets) according to items listed in **Appendix No. 1** to RFP – **FORMAL OFFER**.

Technical/substantive evaluation – will be performed in two stages:

Stage 1: 0/1 evaluation (does not meet/meets) according to items listed in point I of **Appendix No. 2** to RFP - **TECHNICAL OFFER**.

Stage 2: Performed as an point score for requirements listed in point II of **Appendix No. 2** to RFP.

Sum of technical criterion weights: 40%

Commercial evaluation – will be performed as an 0/1 evaluation (does not meet/meets) according to items listed in **Appendix No. 3** to RFP – **COMMERCIAL OFFER**, and as a point score.

Sum of commercial weights (price): 60%

Note:

Any comments or changes to the **DECLARATIONS – CRITERIA 0/1** in **Appendix 1, 2 and/or 3** may exclude the Bidder from participation in the procurement procedure.

7. CONFIDENTIALITY

- 7.1. The Bidder undertakes to respect the confidential nature of all information resulting from this procurement procedure.
- 7.2. These bidding documents shall be used by the Bidder solely for the purpose of preparation and submission of the 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.
- 7.3. The Bidder undertakes to treat all information related to this RFP, as well as information acquired during the procurement procedure, as confidential. Information concerning the fact of being invited to respond to this RFP, of submitting a tender, of holding commercial negotiation or signing a contract may be revealed by Bidders only subject to a written consent of ORLEN Neptun to publish or 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.

8. RESERVATIONS OF ORLEN NEPTUN

- 8.1. Ordering Party is not bound by the provisions of the act of 11 September 2019 on public procurement law and reserves the right to:
 - a) Select any Bidder at its discretion, according to the assessment criteria set out,
 - b) Cancel, close, refrain from the bid selection process and from negotiation without giving reasons. The Bidders are not entitled to any claims against Ordering Party on these basis,
 - c) 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,
 - d) Reject the most and least expensive offer – without giving reasons,

- e) Carry out multi-stage negotiations of various types, in particular, direct negotiations and negotiations carried out through the electronic auction system,
 - f) 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 negotiation, whereas the scope of the contract may cover the entire bid/response submitted to the request for proposal or a part thereof.
- 8.2. 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 the Contract. The Contract between the Ordering Party 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 Ordering Party and does not return a copy of the Contract signed by itself to Ordering Party within 14 calendar days from receipt of the Contract copies, Ordering Party shall be entitled to present the Bidder – within the next 60 calendar days from the end of the abovementioned 14-day period – with the Contract withdrawal notice. If Ordering Party submits a withdrawal notice, the Contract shall be considered as non-concluded.
- 8.3. Only duly authorised persons can confirm the agreed-upon conditions at the end of Ordering Party.
- 8.4. 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 the Ordering Party.
- 8.5. The Bidder shall be obliged to familiarise itself with the conditions of the RFP. Submission of a bid shall be tantamount to accept the conditions of the RFP procedure.
- 8.6. Ordering Party may reject the application for a reference without giving any reason.
- 8.7. A negative decision of the Ordering Party's Financial Department after financial verification of the Bidder means the exclusion the Bidder from further participation in the purchasing procedure.
- 8.8. The offers submitted by the Bidder can be analyzed by the external advisors who provide services for ORLEN Neptun.
- 8.9. The Ordering Party (after analysing the offers) can ask for preparing the same, obligatory schedule for all the Bidders.
- 8.10. Execution of powers by the Ordering Party, resulting from point 8.1., does not constitute the basis for any claims for damages or related to the conclusion of the Contract.
- 8.11. Pursuant to the provisions of Article 4c of the polish act, dated 8 march 2013, on counteracting excessive late payments in commercial transactions, Ordering Party as a subsidiary, declares that ORLEN Neptun has the status of a large entrepreneur.
- 8.12. The Bidder submitting an offer in this RFP undertakes to comply with the principle of potential conflict of interest in relation to the provision of any consulting services to the contracting authority.
- 8.13. The Bidder submitting an offer in this RFP cannot act as a subcontractor of another Bidder participating in this RFP and/or as a member of a consortium.

Alicja Lachowicz
 Procurement Department
 ORLEN Neptun Sp. z o.o.
 ul. Bielańska 12, 00-085 Warszawa
 ☎ +48 885 191 735

APPENDICES TO THE RFP:

Appendix No. 1	FORMAL OFFER
Appendix No. 2	TECHNICAL OFFER
Appendix No. 3	COMMERCIAL OFFER
Appendix No. 4	n/a
Appendix No. 5	Scope of work (after submitting the declaration of the participation)
Appendix No. 6	Information clause
Appendix No. 7	INFORMATION NOTE (MAR clause)
Appendix No. 8	Sanction Clause
Appendix No. 9	Technical Specification and Requirements (after submitting the declaration of the participation)
Appendix No. 9.1	GIS Specification (after submitting the declaration of the participation)
Appendix No. 9.2	Data Transfer Journal (after submitting the declaration of the participation)
Appendix No. 10	Employers Minimum Requirements for the vessels (after submitting the declaration of the participation)
Appendix F4	BENEFICIAL OWNER'S STATEMENT
Appendix H1	Draft of the Contract (after meeting 0/1 formal and technical criteria)



Request for Proposal No. **NEP/2/000003/26**
as part of the procurement procedure entitled:
"Execution of geophysical (seismic) survey within the 46.E.1 area of the Baltic
East Project for the purpose of sub-seabed boulder detection"

Appendix H2

REMUNERATION and BoQ (after submitting the declaration of the participation)

Appendix No. 1 – FORMAL OFFER

Bidder:

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Bidder's name, registered office, address

FORMAL OFFER

In response to the Request for Proposal announced by ORLEN Neptun entitled: “Execution of geophysical (seismic) survey within the 46.E.1 area of the Baltic East Project for the purpose of sub-seabed boulder detection” (“RFP”), we hereby submit the proposal complying with the requirements of the RFP.

DECLARATIONS – 0/1 CRITERIA to FORMAL OFFER

1. **We hereby declare** that we are submitting this proposal as:
 - a) An individual Bidder*
 - b) Bidders acting collectively (consortium) *** delete as appropriate*
2. **We declare** that we have read and accept the terms and condition of this Request for Proposal and the rules presented in the Suppliers' Code of Conduct that is available at www.orlen.pl.
3. We declare that we are submitting complete OFFER fulfilling the requirements of the RFP for the entire scope of the subject of the RFP.
4. **We declare** that our offer submitted on the CONNECT Platform is valid for a period of **6 months** from the date of its submission.
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 Neptun employees or the employees of ORLEN S.A. Capital Group (do not concern companies from ORLEN capital group).
7. **We declare** that we run a company whose subject of activity complies with the scope indicated in proper commercial register and includes supply of services of the subject of the RFP.
8. **We declare** that we have completed on behalf of ORLEN Neptun information obligation towards natural persons employed by us, whose personal data has been transferred to ORLEN Neptun in order to participate in the procurement procedure in question by providing them with the information clause constituting **Appendix 6** 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 in the **Appendix 8**.
9. **We declare** that the offered solutions do not infringe the copyrights and intellectual and industrial property rights of ORLEN Neptun 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/contractors of ORLEN Neptun (if applicable).

The FORMAL OFFER includes the following Appendices:

Appendix F1	Extract from the National Court Register (KRS) or other respective commercial register of companies. <i>Notice:</i> <ul style="list-style-type: none">• In the case of a consortium of Bidders, the document must be submitted by each Bidder.• The documents must be issued no later than 3 months before the deadline for submitting proposals.
Appendix F2	<ol style="list-style-type: none">a) 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,b) Current certificate on the absence of arrears in tax payments.c) Current certificate on the absence of arrears in Social insurance contributions. <i>Notice:</i> <ul style="list-style-type: none">• 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 F3	<p>a) A copy of the power of attorney held the person signing the offer or an indication that the person is authorised directly on the basis of the National Court Register (KRS) or another register.</p> <p>b) 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 NCR (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 Platform.</p> <p><i>Notice:</i> <i>In the case of a consortium of Bidders, the document must be submitted by each Bidder.</i></p>
Appendix F4	<p>Filled and signed Declaration of the BENEFICIAL OWNER'S 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).</p> <p><i>Notice:</i> <i>In the case of a consortium of Bidders, the document must be submitted by each Bidder.</i></p>
Appendix F5	<p>A copy of the Consortium Agreement (if applicable).</p>
Appendix F6	<p>Financial data authorised by persons authorised to represent the Bidder, i.e.</p> <ul style="list-style-type: none"> ▪ balance sheet ▪ profit and loss account ▪ cash flow statement <p>(by separate and non-consolidated financial statements) for the years 2023, 2024 and the latest quarterly or semi-annual statement for the current period of 2025.</p> <p><i>Notice:</i></p> <ul style="list-style-type: none"> • <i>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.</i> • <i>Documents may be signed in electronic form. A qualified signature is accepted, but only from EU Bidders.</i> • <i>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.</i> • <i>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.</i> • <i>In the case of a consortium of Bidders, the document must be submitted by each Bidder.</i> • <i>Each consortium member must submit separate data.</i>

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 shall 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:

Appendix No. 2 – TECHNICAL OFFER

Bidder:

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Bidder's name, registered office, address

TECHNICAL OFFER

In response to the Request for Proposal announced by ORLEN Neptun entitled: “Execution of geophysical (seismic) survey within the 46.E.1 area of the Baltic East Project for the purpose of sub-seabed boulder detection” (“RFP”), we hereby submit the proposal complying with the requirements of the RFP.

I. DECLARATION – 0/1 CRITERIA to TECHNICAL PROPOSAL

1. Confirmation of the completion of the entire scope of work in accordance with **Appendix 5** – “Scope of work”, **Appendix 9** – “Technical Specification and Requirements” and **Appendix 10** – “Minimum Requirements for Vessels”, within the time specified in the request for proposal (RFP).
2. Presentation of the technical offer in accordance with **Appendix 5** – “Scope of work”, **Appendix 9** - “Technical Specification and Requirements” and **Appendix 10** – “Minimum Requirements for Vessels”, to the request for proposal (RFP), understood as presentation of technical, functional and organizational concept of the contract execution in specified schedule (point 3). The Bidder may propose an alternative solution and indicate discrepancies with the Technical Specification if it is not possible to meet the assumptions set out by Orlen Neptun. However, the Bidder remains obliged to clearly describe and identify such discrepancies in his technical offer. The proposed alternative must be accepted by Orlen Neptun.
3. Presentation of the schedule of execution of the entire scope of work in accordance with **Appendix 5** – “Scope of Work” or a revised version of the schedule taking into account realistic timeframes for the performance of the scope of work based on the Contractor's experience.
4. Presentation of a list of potential subcontractors, specifying the scope of work that will be entrusted to them in the event of signing the contract. Orlen Neptun must approve the list of subcontractors.
5. List of projects performed in the field of high resolution multichannel 3D seismic data acquisition, processing and interpretation, carried out for the purpose of sub-seabed boulder detection for offshore windfarm projects. The list shall include at least two projects completed in the last 5 years, specifying the size of the survey area, the period of project execution, the seismic imaging depth and the location of the project, specifying the works performed in the area of Baltic Sea. The listed projects must have achieved a minimum seismic imaging depth of 30 meters below the seabed level.
6. Description of the accuracy with which the Contractor can localise the sub-seabed boulders in relation to the parameters defined in **Appendix 9** – “Technical Specification and Requirements” in Contractor's Technical Offer. The description shall include the size of the sub-seabed boulders which the Bidder is able to localise and the accuracy of their vertical and horizontal location. The criterion will not be accepted in the event of inconsistency between the proposed methodology and the expected accuracies and sizes of the detected boulders.
7. List of data samples and results obtained during campaigns, which were performed for the purpose of determining the location of sub-seabed boulders. The data should be anonymised in order to maintain the confidentiality of the project for which the data was obtained.

II. Scored technical criteria (weight 40%):

1. List of projects performed in the field of high resolution seismic data acquisition, processing and interpretation for the purpose of sub-seabed boulder detection for offshore projects where foundation works performed, including at least three projects executed in the last 5 years, with the period of project execution, location of the project specifying the works performed in the area of Baltic Sea.
2. List of projects carried out in the scope of seismic data processing and interpretation of high-resolution multichannel 3D seismic for offshore investments, including at least three projects executed in the last 5 years, with the period of project execution, localization of offshore investment, and specifying the works carried out for the construction of future offshore wind farms.

3. List of completed seismic survey services involving boulder risk assessment for the purpose of foundation installation for offshore wind farms or other marine-based foundations. The scope of performed works must have included a micro-siting procedure (defined as determining new installation locations in the event of detecting geohazards which prevent foundation placement at the originally selected site). The list must include at least two projects completed within the last 5 years, specifying the period and location of each project, with a clear distinction for works performed in the Baltic Sea.
4. List of references from clients for whom the bidder has performed seismic data acquisition, processing, and interpretation services for the purpose of developing future wind farms, with the aim of determining the location of sub-seabed boulders for the purpose of foundation installation. References supported by a post-installation confirmation (e.g., an installation report or investor statement) demonstrating the accuracy of the site selection through the absence of geohazard-related issues and success during the actual foundation installation will receive extra points.

The Ordering Party reserves the right to request documentation confirming that the Bidder meets the scored technical criteria set out in points 1, 2 and 3 in the form of references, acceptance reports, and other documentation confirming the scope of work performed.

The TECHNICAL OFFER includes the following Appendices:

Appendix T1	in accordance with point 2 of the TECHNICAL OFFER - Criterion 0/1
Appendix T2	in accordance with point 3 of the TECHNICAL OFFER - Criterion 0/1
Appendix T3	in accordance with point 4 of the TECHNICAL OFFER - Criterion 0/1
Appendix T4	in accordance with point 5 of the TECHNICAL OFFER - Criterion 0/1
Appendix T5	in accordance with point 6 of the TECHNICAL OFFER - Criterion 0/1
Appendix T6	in accordance with point 7 of the TECHNICAL OFFER - Criterion 0/1
Appendix TS1	in accordance with point 1 of the TECHNICAL OFFER – Scoring Criterion
Appendix TS2	in accordance with point 2 of the TECHNICAL OFFER – Scoring Criterion
Appendix TS3	in accordance with point 1 of the TECHNICAL OFFER – Scoring Criterion
Appendix TS4	in accordance with point 1 of the TECHNICAL OFFER – Scoring Criterion

Bidder's signatures
(representatives authorized to sign statements of intent)

Date:

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Appendix No. 3 – COMMERCIAL OFFER

Bidder:

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Bidder's name, registered office, address

COMMERCIAL OFFER

In response to the Request for Proposal announced by ORLEN Neptun entitled: "Execution of geophysical (seismic) survey within the 46.E.1 area of the Baltic East Project for the purpose of sub-seabed boulder detection" ("RFP"), we hereby submit the proposal complying with the requirements of the RFP and we hereby declare that this proposal was prepared as stipulated in this Request for Proposal.

COMMERCIAL PROPOSAL: DECLARATION – 0/1 CRITERIA

1. Total remuneration for the execution of all the works indicated in the request for proposal (RFP) in accordance with **Appendix H2** "REMUNERATION and BoQ".
2. Acceptance that the remuneration will be paid adequately to the scope actually executed and confirmed by a signed final acceptance protocol. The Scope of work may be limited by the Ordering Party's decision (in writing sent by e-mail).
3. Declaration that the remuneration includes the transfer to ORLEN Neptun of all intellectual property rights to the documentation prepared and any other data produced by the Bidder in connection with the implementation of the contract.
4. Declaration that the price will remain unchanged until the completion of the work.
5. Acceptance of a 45-day payment deadline from the date of receipt by the Ordering Party of a correctly issued invoice together with an accepted acceptance protocol.

PRICE OFFER (weight 60%)

Price:EUR (in words:)

Please note: All the additional costs (e.g. travel and accommodation costs, diet, translation costs – if required by the CONTRACTOR, etc.) are included in the Remuneration.

The Ordering Party reserves the right (after analysing the submitted commercial offers) to change the offered payment schedule and to ask the Bidders for presenting the compatible, obligatory for all the Bidders payment schedule.

The COMMERCIAL OFFER includes the following Appendices:

Appendix H1	Draft of the Contract (after meeting 0/1 formal and technical criteria)
Appendix H2	REMUNERATION and BoQ (after submitting the declaration of the participation)

Bidder's signatures

(representatives authorized to sign statements of intent)

Date:

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Appendix 6 – INFORMATION CLAUSE

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.

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

1. The administrator of your personal data is ORLEN Neptun Sp. z o. o. with its registered office in Warsaw (hereinafter referred to as the ORLEN Neptun), ul. Bielańska 12, 00-085 Warsaw. You can contact us by post to our registered office address or by phone (22)7780865. You can contact the Personal Data Protection Coordinator in writing to the registered office address with the note „Personal Data” or by writing to the following e-mail address: daneosobowe.neptun@orlen.pl
2. Your personal data, provided to ORLEN Neptun by**, (an entity cooperating with ORLEN Neptun or intends to cooperate with ORLEN Neptun) 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.
3. Your personal data may be processed by ORLEN Neptun, depending on the type of cooperation, for the following purposes:
 - a) performance of the agreement concluded with ORLEN Neptun, 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 Neptun, proper performance of the agreement, control, settlement of the agreement, compliance with the principles of confidentiality and occupational health and safety,
 - b) handling, pursuing and defence of claims, if any, including claims between you and ORLEN Neptun or between ORLEN Neptun and the entity indicated in item 3.
 - c) fulfilment of legal obligations imposed on ORLEN Neptun, including in particular the obligations of the obliged institution under the Prevention of Money Laundering and Financing Terrorism Act, the Construction Law, the Regulation of the European Parliament and of the Council on market abuse or other provisions result from the specificity of the Agreement
4. The legal grounds for the processing by ORLEN Neptun of your personal data, depending on the type of cooperation, for the purposes defined in Section 3 above include:
 - a) legally justified interest of ORLEN Neptun (pursuant to Article 6(1)(f) of the GDPR) in order to enable correct and effective performance of the agreement concluded between ORLEN Neptun and the entity indicated in item 3,
 - b) fulfilment of legal obligations (in compliance with Article 6(1)(c) of the GDPR) imposed on ORLEN Neptun.
5. The scope of personal data processed by ORLEN Neptun 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.
6. Your personal data may be disclosed by ORLEN Neptun 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 3 to 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.
7. Your personal data are processed for the period necessary for implementation of legitimate interest of ORLEN Neptun 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.
8. 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 Neptun 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.neptun@orlen.pl or in writing to the address indicated in item 1 with additional information „Koordynator ds. Ochrony Danych”.
9. You may file a complaint with the President of the Personal Data Protection Office.

Appendix 7 – MAR Clause

INFORMATION NOTE
Regarding disclosure requirements of public company

ORLEN S.A., being a parent entity to ORLEN Neptun Sp. z o.o. (being a parent entity to ORLEN Neptun II-XI Companies), (hereinafter referred to as „ORLEN Neptun”), 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 Neptun informs the other party of the agreement that as a result of performing its tasks for ORLEN Neptun it has an access to the inside information within the meaning of MAR Regulation 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:
 - a) 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.
 - b) 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.
 - c) The other party of the agreement will be obliged to update the list promptly, strictly acc. to Art. 18 item 4 of MAR Regulation.
 - d) 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.
 - e) 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.
4. 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 8 – Sanction Clause

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:

- (i) 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**”);
- (ii) 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**”);
- (iii) are not directly or indirectly owned or controlled by legal or natural persons meeting the criteria set out in point (ii) above;
- (iv) 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;
- (v) are neither subject to nor involved in proceedings or an investigation against them in relation to the Sanction Provisions.

2. OBLIGATIONS OF THE CONTRACTOR

2.1 The Contractor hereby undertakes to ensure that during the term of the Agreement:

- (i) 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;
- (ii) 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;
- (iii) any of the representations represented in Clause 1 will remain correct.

2.2 In the event that any of the representations represented in Clause 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.

2.3 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.

2.4 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 F4

BENEFICIAL OWNER'S 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 name of relevant register (eg. commercial register)
B	The state of registration
C	The number and date of registration

I. 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]

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

No.	Surname and first name
1	
2	
3	
4	
5	

III. 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 Neptun. I undertake to transfer on behalf of ORLEN Neptun 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	
Surname and first name	
Signature	
Type of representation	Representative/Authorised person *

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

Annexes:

Annex 1 - Information Clause

Annex 2 - Explanation to the Beneficial Owner Statement

Annex 1 to the Beneficial Owner Statement

Information clause

1. ORLEN Neptun Sp. z o.o. together with ORLEN Neptun II-XI Companies, for which Orlen Neptun Sp. z o.o. is parent company, with its registered office in Warszawa, ul. Bielańska 12, 00-085 Warszawa, (hereinafter: ORLEN Neptun) hereby informs that its the controller of your personal data completed in AML entry form. Contact phone numbers to the data controller (22)7780865.
2. You can contact the Data Protection Coordinator by e-mail to: daneosobowe.Neptun@orlen.pl. You can also contact the Data Protection Officer in writing to the address of the registered office of ORLEN NEPTUN SP. Z O.O. indicated in item 1 with additional information „Inspektor Ochrony Danych“ (Data Protection Officer).
3. Your personal data is processed for the following purposes:
 - a) undertaking activities in order to establish cooperation and conclude and perform the agreement with a party for which you are the Beneficial owner,
 - b) fulfilment of the legal obligations of ORLEN Neptun, in particular:
 - I. obligations of an obliged institution resulting from the Act of 1 March 2018 on counteracting money laundering and terrorist financing ("AML Act"),
 - II. resulting from tax regulations, including those related to the obligation to provide tax authorities with information on tax schemes,
 - c) verification of the correctness and timeliness of your data and your reliability in order to protect the economic and legal interests of ORLEN Neptun, in particular by verifying the existence of your data on sanction lists.
 - d) handling, pursuing and defence of claims.
4. The legal grounds for the processing by ORLEN Neptun of your personal data for the purpose defined in Section 3 above:
 - a) conclusion and performance of the agreement (in compliance with Article 6(1)(b) of the GDPR) for the purposes defined item 3 point a,
 - b) fulfilment of the legal obligations (in compliance with Article 6(1)(c) of the GDPR) imposed on ORLEN Neptun for the purposes defined item 3 point b,
 - c) legitimate interest of ORLEN Neptun (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 Neptun interests (economic, image and legal) when concluding and continuing business relations and handling, pursuing and defence of claims.
5. Your personal data submitted to ORLEN Neptun by you personally or by a person/people authorised to act on behalf of the Customer i.e. entity providing services to ORLEN Neptun 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.
6. Your personal data may be disclosed by ORLEN Neptun 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.
7. 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.
8. 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 Neptun Sp. z o.o. 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.Neptun@orlen.pl or in writing to the address indicated in item 1 with additional information „Inspektor Ochrony Danych“.
9. You have the right to file a complaint with the President of the Office for Personal Data Protection.

Annex 2 to 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:

I. 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.

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, the Beneficial Owner is:
 - 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.
2. 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.
3. 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.