



BalticEast

Baltic East

Onshore Substation with associated optional scope

Request for Proposal

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DEFINITIONS, ABBREVIATIONS AND INTERPRETATION

DEFINITIONS

"Bidder"	means the party submitting a Bid to the Employer as specified in this RFP.
"Bid Acknowledgement Letter"	means the letter to be issued by the Bidder, to the Employer, in the form as specified in Appendix 1.
"Bid Bulletins"	means the document issued by the Employer to Bidder updating the RFP.
"Bid" or "EPCI Bid"	means the Bidder's complete response to this RFP, being the Formal, Technical and Commercial Bid together, and containing all information required as specified in this RFP and any other supplemental information Bidder considers necessary. The Bid is divided into separate parts, which are required to be submitted depending on the phase of the procurement process.
"Bid Due Date"	means the final date by which the Bidder is required to submit the specific part of the Bid required for the relevant phase of the procurement process under this RFP.
"Bidding Process"	means the subject procurement process leading to the selection of the Contractor for the EPCI contract for the construction of the Onshore Substation within the Baltic East Project.
"Commercial Bid"	means the commercial part of the Bid compliant with requirements set out in this RFP.
"CONNECT Platform"	means the official website of the ORLEN Capital Group Purchasing Platform – CONNECT (http://connect.orlden.pl).
"Contract" or "EPCI Contract"	means the agreement that will be executed between the Employer with the successful finally selected Bidder to conduct the Works.
"Employer"	means Baltic East Sp. z o.o.
"Employer's Requirements"	means all the documents identified in Błąd! Nie można odnaleźć źródła odwołania. 7 (including any Annexes).
"Formal Bid"	means the formal part of the Bid compliant with requirements set out in this RFP
"Parties"	means the Employer and the Bidder together.

"Project"	means the Baltic East offshore wind farm.
"Request for Proposal" or "RFP"	means this document including all its appendices and attachments, and as may be updated by Bid Bulletins.
"RFP Query"	means the query sent by the Bidder to the Employer during the RFP period using the form in Appendix 8.
"Technical Bid"	means the technical part of the Bid Package compliant with requirements set out in this RFP.
"Works"	Means the works to be executed by the successful Bidder in accordance with the Contract and as described in the Employers Requirements.

INTERPRETATION

Unless indicated otherwise in this RFP:

1. Defined terms within this RFP shall have the meaning as defined in this document unless otherwise defined within the document in which they are used;
2. Words in the singular include the plural and vice versa;
3. Words in one gender include all other genders including neutral;
4. Reference to any Appendix, Schedule or Clause means an Annex, Schedule or Clause to this RFP;
5. In case of any contradiction between this body of document and any of its Appendices, the provisions of this body shall take precedence.

1. GENERAL

1.1. ORLEN S.A. AND ORLEN NEPTUN SP. Z O.O. AS THE INVESTOR

ORLEN S.A. is an integrated, multi-utility corporation primarily active in Central Europe. We supply energy and fuel to over 100 million Europeans, and our advanced products are sold in over 100 countries across six continents.

We are involved in the upstream and downstream sectors of the oil and gas industry, as well as in power generation and distribution. Central to ORLEN's mission is the commitment to lead the regional energy transition. The company is dedicated to adopting innovative, clean, and sustainable technologies, focusing particularly on low- and zero-emission power generation. This forward-thinking approach is part of ORLEN's strategic goal to achieve emission neutrality by the year 2050.

We plan to invest over USD 80 billion in strategic projects by the end of 2030, with approximately 40% dedicated to green investments. These include offshore and onshore wind energy, photovoltaics, biogas and biomethane, biofuels, electromobility, CCUS, green hydrogen, and synthetic fuels.

We aim to create new solutions in the fields of power generation and mobility, based on advanced and sustainable technologies. They are the key to the achievement of our long-term goal – reaching emission neutrality by 2050.

Responsible transformation

ORLEN Group's transition path is determined by renewable energy and modern petrochemicals. The key pillars

of our strategic development are complemented by the new approach to retail sales, which will enable us to meet a variety of customer needs comprehensively. The search for innovative solutions in the areas of new mobility, hydrogen energy and recycling is our response to the long-term trends.

The future starts now

We are fully aware that the future starts now. For this reason the maximization of profits and reconstruction of current activity drive the development of new business areas. We consider it crucial to increase efficiency and develop sustainability of our core business segments, including more environmentally-friendly biofuels and biocomponents.

We believe that gas energy is a valuable bridge to the energy transition in our region. For this reason, we are currently reconstructing our upstream assets portfolio and keep investing in power generation infrastructure. In addition, we are dynamically developing our retail network across Central Europe.

New energy

The global shift in approach to the use of natural resources redefines the challenges which our business faces. We believe that strong, integrated, multi-utility companies will be able to respond to them. They are the ones to create new, efficient and sustainable technologies, and the ones to become partners in a process of a profound socio-economic transition.

We've completed an acquisition of two leading Polish energy companies, LOTOS Group and PGNiG. The finalization of these acquisitions allowed us to become a regional leader shaping an entirely new appearance of the Central European economy.

Baltic East Sp. z o.o. – member of ORLEN capital group – shall be considered as SPV, founded by ORLEN (via 100% owned subsidiary ORLEN Neptun) to develop, construct, operate and maintain offshore wind farm Baltic East.

More information about ORLEN and Baltic East Project is available on the following websites:
<https://www.orten.pl/en> and <https://neptun.orten.pl/pl/o-spolce/inwestycje/Baltic-East>.

1.2. PROJECT SUPPORT SYSTEM

Given the potential of offshore wind energy in Poland, thanks to the industry coordinated works and efforts, a legal framework for further development of offshore wind projects in Poland has been developed and new "offshore wind act" has been approved by Polish government and Polish authorities. Full text of this act is available here:

<https://isap.sejm.gov.pl/isap.nsf/DocDetails.xsp?id=WDU20210000234>.

The above-mentioned act created a support system for offshore wind farm projects and divided it into 2 stages:

- 1) Stage 1 – support is allocated to limited and defined projects in the form of "direct" CfD (Contract for Difference);
- 2) Stage 2 – projects compete for state support by declaring maximum electricity price in the auctions organized every other year, first of them due to being organized in 2025. Based on the auction result CfD is granted to the winners.

Stage 1 of Polish offshore wind farm projects consist of nine projects. All of them have valid location permits and already are in construction or in advance development stages.

Stage 2 of Polish offshore wind farm projects has been organized in the form of competition, where investors and developers from all over the world were allowed to submit their applications for 'location permits' for areas of future offshore wind farms, defined in the Maritime Spatial Plan of the Polish Sea Areas (hereinafter: MSP). Dozens of applications were submitted and evaluated. As a result of this process, 10 new 'location permits' were granted – 5 permits for ORLEN capital group (including Baltic East Project considered herein).

1.3. PROJECT BUSINESS ENVIRONMENT

It is estimated that the combined size of areas with favourable conditions for offshore wind energy projects development in the Polish maritime areas is approximately 3500 km².

Potential of offshore wind energy development in Poland has been officially confirmed by two major milestones achieved on national level in Poland in the year 2021: official approval of Maritime Spatial Plan of the Polish Sea Areas (more info here: [link](#) and [here](#)) and official approval of „Energy Policy of Poland until 2040” ("PEP 2040") (more info here: [link](#)).

MSP define zones where construction of offshore wind farms will be permissible and will have priority over other ways of utilization of that part of the Baltic Sea. Aforementioned zones have favourable conditions for offshore wind farms development (estimated water depth: 25-50 m, estimated average annual wind speed at hub height: 9-10 m/s, negligible tides, low salinity) and combined size of around 2300 km², which is around 10% of Polish Exclusive Economic Zone of the Baltic Sea. Additionally MSP defined areas, where export cables will be permissible.

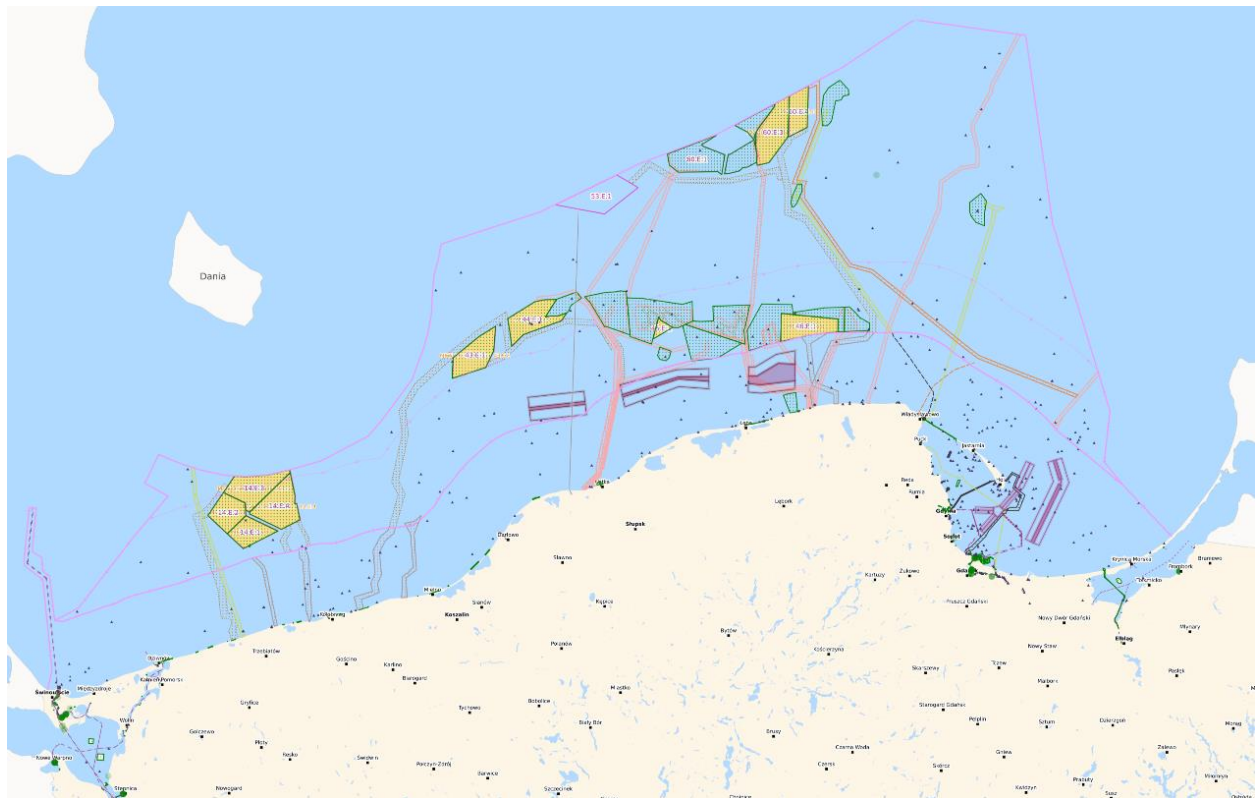


Figure 1 - Maritime Spatial Plan of Polish Sea Areas, source: <https://sipam.gov.pl/geoportal>

According to approved PEP 2040, offshore wind energy will be one of the three pillars of polish energy mix by year 2040. It is expected that there will be almost 5 GWe of generation capacity installed on polish waters in offshore wind farms until 2030 and more than 10 GWe until 2040. Abovementioned declaration is based on the size of areas, dedicated to offshore wind energy development and average offshore wind farm's power density and it's already being confirmed by projects being under development and construction. Expected area reductions caused by legal or environmental constraints were taken into account as well.

1.4. LOCATION OF BALTIC EAST PROJECT

Future offshore wind farms in ORLEN capital group's portfolio presented below. The Baltic East project, being subject of this RFI, is marked with grey rectangle on fig. 3.

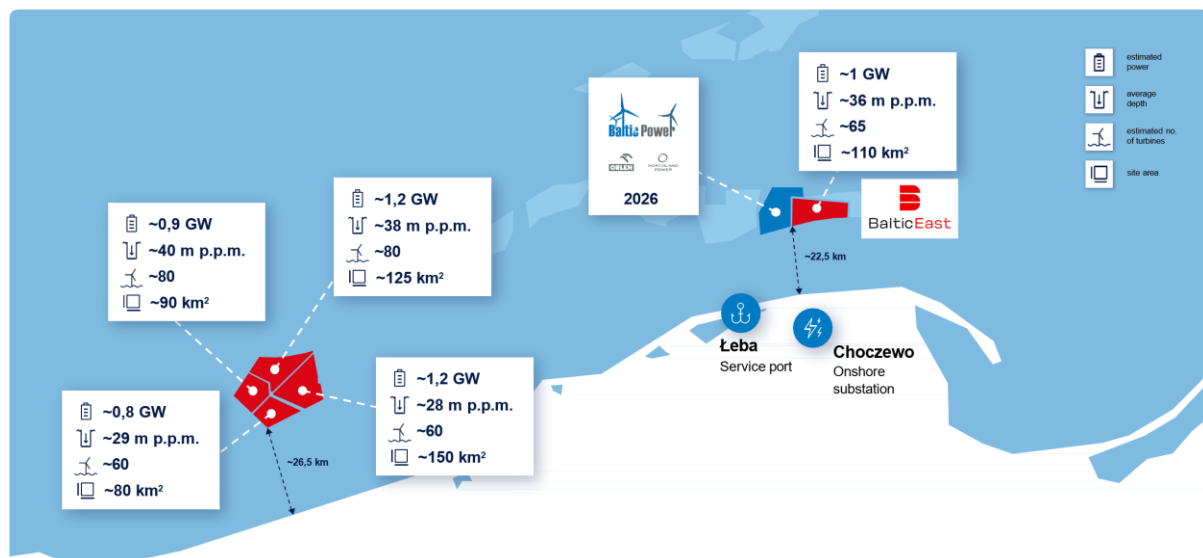


Figure 2 - Development of offshore wind projects in ORLEN Group: 2nd phase

The Baltic East offshore wind farm is a future development in the Baltic Sea, located in the Polish Exclusive Economic Zone (Figure 2). The 'location permit' covers a total area of approximately 110 km², located around 23 km north from the coastline of Poland. The project is located next to another offshore wind farm project in ORLEN capital group – Baltic Power, being under final construction stage at the moment.

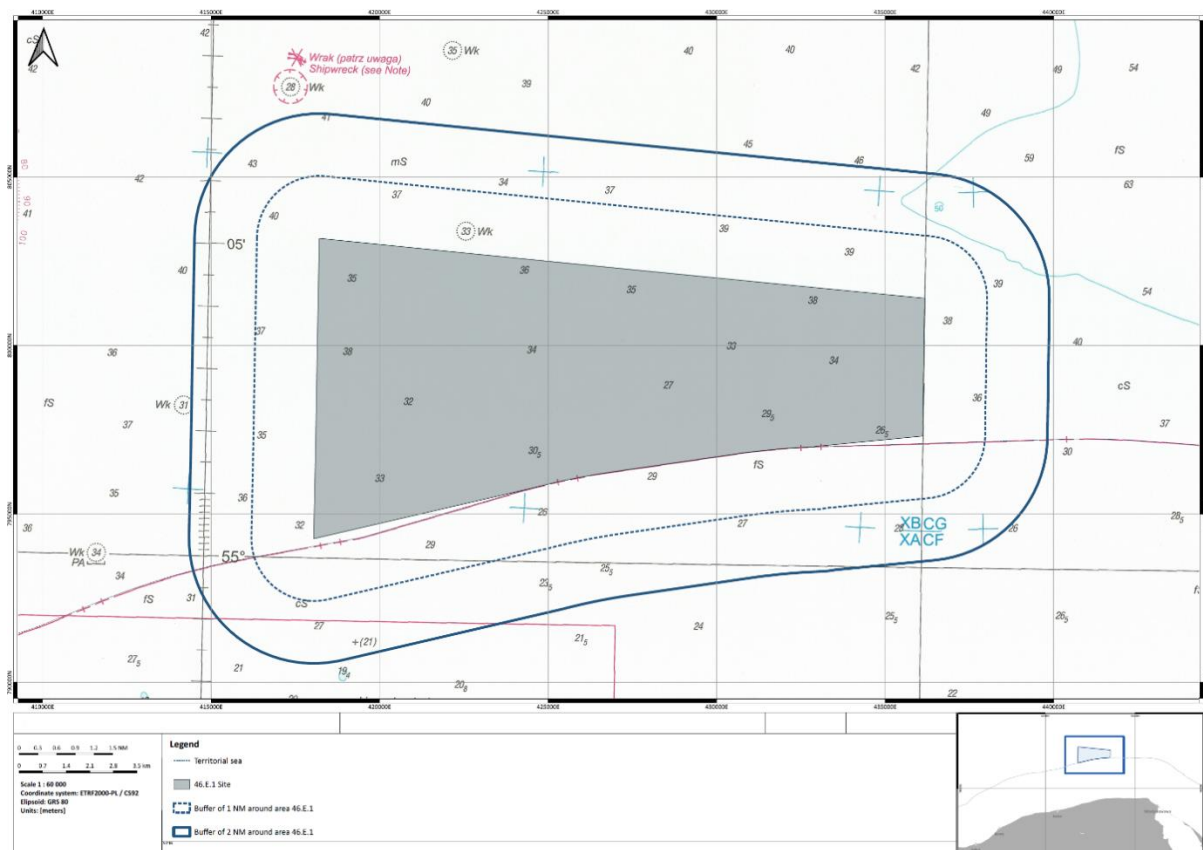


Figure 3 Baltic East Offshore Wind farm installation area

1.5. PROJECT STATUS AND KEY DATES

ORLEN Neptun owns the ‘location permit’ for Baltic East project (hereinafter: Concession) (pol. “*pozwolenie na wznoszenie i wykorzystywanie sztucznych wysp, konstrukcji i urządzeń w polskich obszarach morskich*” – permit to erect and operate artificial islands, structures and devices in the Polish maritime area) for an offshore wind farm on the Baltic Sea with a total power output up to 900 MWe.

The abovementioned Concession is not related in any way to an offshore nor onshore export cable route, which will require separate Permits.

Within the project area, defined by the Concession, since 2024 Baltic East has been developing the project to construct an offshore wind farm with a total power output up to 900MWe (hereinafter: Project) and preparing it for final investment decision (hereinafter: FID). Given its current status, the Project is at the stage of early development.

Status of the Project development comprises the following completed and planned actions:

1. Site surveys:

- 2024 Q3 – geotechnical project (pol. “*PRG – Projekt Robót Geologicznych*”) for initial geotechnical survey within the Concession area has been prepared and submitted for approval by the applicable authorities; such approval has been obtained wareQ1;
- 2024 Q4 – environmental surveys within the Concession area have been completed and the final report is being prepared; application for the environmental impact assessment has been submitted and obtaining of the environmental impact assessment decision for the offshore wind farm including OSS is expected in 2025 Q3;
- 2025 Q3 – wind measurement campaign is expected to be contracted, the campaign is scheduled to start in 2025 Q3;
- 2024 Q4 – procurement process for acquisition of environmental data within the export cable and onshore power infrastructure area has been commenced with aim to obtain environmental impact assessment decision before 2027 Q2;
- 2025 Q3 – seismic survey within the Concession area is planned to commence;
- 2025 Q3 – initial geotechnical survey within the Concession area is expected to commence with planned completion is 2025 Q4 and delivery of final documentation planned in 2026 Q1;
- 2026 Q1 – multi-step procurement process for selection of the contractor responsible for “main” geotechnical campaign within the Concession area will be commenced with execution of “main” geotechnical campaign expected in 2027 Q2;
- 2026 Q1 – multi-step procurement process for selection of the contractor responsible for geotechnical campaign within the export cable area will be commenced with execution of geotechnical campaign expected between 2026 Q3 and 2027 Q2;

2. Grid connection:

- 2024 Q3 – preliminary terms and conditions for the connection of the offshore wind farm to the national grid have been obtained; technical and legal negotiations with the Polish Transmission System Operator regarding a grid connection agreement are planned after the auction in 2025 in which the Project will take part;
- 2026 Q1 – project obtained final and bonding grid connection conditions

3. Design:

- 2025 Q1 – procurement process for concept design and preliminary technical design (“FEED”) as well as electrical design and advanced design and building permit design for the offshore wind farm including grid connection has been commenced

- 2026 Q1 – Contract with FEED designer signed
- 4. Procurement:
 - 2025-2028 – procurement processes for main components supply and installation are planned;
- 5. Construction phase:
 - 2029 – Final Investment Decision is expected;
 - 2030 – foundation installation;
 - 2030/2031 – turbine installation is expected (it is expected to install turbines with grid available);
 - 2030 – OSS topsides installation;
 - 2031 – ONS ready to energize;
 - 2032 – commencement of commercial operation.

1.6. PROJECT TECHNICAL ASSUMPTIONS

The Baltic East offshore wind farm has been granted a maximum capacity of up to 900 MW (grid connection capacity – 960 MW). The final offshore wind farm capacity (not higher than the above) is still to be determined, but at this stage one may expect that the value will be maximised unless there will be justified commercial or technical factors to reduce it.

The type of the turbine is still to be determined and depends – among others – also on potential contractors answers to this RFP and business case for the Project with different offerings. The Project target is to utilise the latest turbine technology available, so one may expect that any potential future order may consist of 60+ WTGs in case of ordering turbines already commonly known or a few less if any potential contractor is able to offer turbines with higher power output. The WTG substructure types are also under evaluation with the most probable substructure types being Monopiles (MPs) or pre-piled jackets. The Inter-Array Cables (IAC) network will connect each WTG in strings or loops to the project's Offshore Substations (OSSs). It is expected that the IAC voltage level will be 66 kV. The number of OSSs and the Extra High Voltage (EHV) level of the electricity export system has not been determined, however, there are generally expected one or two OSS (depending on received offers) and 275 kV AC power export system, connected to EHV 275/400 kV onshore substation (ONS). In case solution of two offshore substations it is expected to have 2 export cables per substation. For one offshore substation solution up to 4 export cables are still considered. Voltage of export system is considered 230kV or 275kV and will be determined at later stage of the project.

1.7. PROJECT WIND, ENVIRONMENTAL AND SOIL CONDITIONS

At the moment the met-ocean and geological conditions for Baltic East offshore wind farm are only partially known with studies, analysis and surveys being planned in the near future in order to gain significantly more knowledge about the site specific conditions. Given, however, the surveys completed to date and knowledge neighbouring site, site conditions may be estimated with enough certainty for the potential suppliers to submit their RFI responses.

1.7.1. WIND SPEED ROSE

The prevailing wind directions in the offshore Baltic East site is expected to be West and South West with 15-20% of time being covered by wind from this direction. Other wind directions are expected to be quite evenly distributed in time.

The average wind speed in the offshore Baltic East site is expected to be between 9 m/s and 11 m/s. The maximum wind speed should not exceed 50 m/s.

Above-mentioned values are expected to be confirmed / verified by measurement campaign expected to commence in 2025.

1.7.2. WAVES

It is expected that majority of waves on site will have westerly direction.

Waves directions are expected to be confirmed / verified by measurement campaign expected to commence in 2025.

1.7.3. SOILS INITIAL INFORMATION

In the region of Baltic Sea, where the Project is located, the seabed is expected to consist of sand and clay and generally to be strong enough to justify usage of monopiles as foundations for turbines. However, in this region of the Baltic Sea, seabed inhomogeneous within whole site is also expected, therefore the Project will conduct a variety of surveys (among others: geophysical survey, seismic survey, initial and main geotechnical survey including CPTs and boreholes sampling, UXO surveys, boulder survey etc.) in order to better understand ground conditions at specific turbines' locations.

2. ONSHORE SUBSTATION

2.1. SCOPE OF WORK

The Baltic East project is planning to contract the onshore substation under an EPCI contract scheme with the option to install the onshore HV-export cables from the connection point of the offshore export cables to the onshore substation as described in Employer's Requirements. Onshore substation will be located in Choczewo commune in Northern Poland.

The subject matter of the contractor's Works under the EPCI contract is expected as follows:

- Construction of a high voltage cable lines (220kV or 275kV) approx. 6,6km constituting the onshore section of power evacuation from the Baltic East offshore wind farm (including the provision of the connection to the offshore section),
- Construction of a new 400/220kV (or 400/275kV) substation (SE) along with the derivation of the overhead line between SE Baltic East and SE Choczewo,
- Performance of all other works relating to the connection of the Offshore Wind Farm to the National Power System (hereinafter: NPS) ensuring compliance with the issued Grid Connection Conditions (hereinafter: GCC), Grid Codes and applicable Acts of Law allowing for the connection of the facility to the NPS, including – among others – the provision of protection systems, communication links, signal transmission, SCADA etc.

As part of contract performance, the contractor will be responsible for preparing detailed designs and technical analyses necessary to complete the subject matter of the contract. This is expected to include:

- making the required arrangements (including the arrangements with PSE S.A [polish transmission system operator]),
- cooperating with the designer of the Polish Building Permit Design under the author's supervision, performing the necessary construction and assembly works as prescribed by Polish construction laws,
- delivery and installation of all the necessary materials and equipment,
- performing the required tests and trials,

- commissioning the systems (including participation in the network tests of the facility to be connected within the Scope of Works completed).

The envisioned scope of the subject matter of the EPC contract is expected to include – but not be limited to – the following list:

1. Development of a set of the detailed designs for the whole investment task, complementing and specifying the construction designs, to the extent and in the degree of precision necessary for the performance of all the construction works,
2. Development of a set of as-built designs,
3. Obtaining all necessary notifications / permits / consents resulting from decisions / approvals / conditions obtained by the Employer, allowing to perform the construction and assembly works and to commission the designed facilities,
4. Preparation of detailed designs of crossed-over and colliding facilities on the basis of the construction designs provided by the Employer (if required).
5. Preparation of construction designs and detailed designs for the crossed-over but not colliding facilities, if the need arises due to the conditions of performance of the construction and assembly works or expectations of the infrastructure owner.
6. Conducting technical analyses.
7. Selection of electrical equipment and accessories.
8. Construction of a new 400/220kV (or 400/275kV) substation and connection of 220kV (or 275kV) and 400kV cable lines, including cable route preparation.
9. Performance of construction and assembly works for the designed crossed-over, non-colliding and colliding lines and facilities (if required).
10. Construction of fibre optic routes to connect the offshore wind farm with the NPS.
11. Construction of 220kV (or 275kV) cable entries ensuring the connection with the offshore HV export cables.
12. Performance of all necessary works and measurements allowing to complete the task in question and to start up the constructed 220kV (or 275kV) lines.
13. Performance of all necessary works and measurements allowing to complete the task in question and to start up the constructed substation.
14. Co-participation in network tests of the built infrastructure.
15. Establishment of facility logs for the constructed 400/220kV (or 400/275kV) substation and other facilities subject to building permits.
16. Conducting public communication throughout the contract performance period.
17. Ensuring factory supervision over production and acceptance of the equipment that will be subject matter of the contract.
18. Training the Employer's personnel.
19. Provision of securities and technical guarantees for the proper operation of the constructed infrastructure.
20. Provision by the contractor of at least one experienced specialist (warranty engineer) to liaise with the Employer in respect of the operation of the substation throughout the basic warranty period.
21. Ensuring quality control of the Works.
22. Ensuring protection and cleaning of the construction site.
23. Ensuring supervision in the areas of fire protection, environmental protection and occupational health and safety at the construction site.
24. Provision of software and related hardware, necessary for the proper operation of the wind farm.
25. Remedy of any defects in the operation of the wind farm, in accordance with the provisions of the contract during the basic warranty period and – if applicable – the extended warranty period.

Detailed Scope of Work and technical Employer's Requirements are provided with following documents:

1. BLE-ONS-ERE-00001 – Scope Of Work
2. BLE-ONS-ERE-00002 – Basic design requirements
3. BLE-ONS-ERE-00003 – Project Requirements
4. BLE-ONS-ERE-00004 – List of standards, regulations and guidelines
5. BLE-ONS-ERE-00005 – List of abbreviations
6. BLE-ONS-ERE-00006 – Telecommunication Employer's Requirements
7. BLE-ONS-ERE-00007 – Cybersecurity Requirements
8. BLE-ONS-ERE-00008 – Technical Protection Systems
9. BLE-ONS-ERE-00009 – Onshore Export Cables Design&Supply Requirements
10. BLE-ONS-ERE-00010 – Installation Requirements for Onshore Export Cables
11. BLE-ONS-ERE-00011 – Testing and acceptance Requirements Cables
12. BLE-ONS-ERE-00012 – Testing and commissioning ONS
13. BLE-ONS-ERE-00013 – Power Quality Metering
14. BLE-ONS-ERE-00014 – Grid Connection Conditions
15. BLE-ONS-ERE-00015 – Initial Telecommunication Connection Conditions
16. BLE-ONS-ERE-00016 – Overall Wind Farm SCADA Requirements
17. BLE-ONS-ERE-00017 – Risk management
18. BLE-ONS-ERE-00018 – Schedule and programme management
19. BLE-ONS-ERE-00019 – Contractor's tender programme management
20. BLE-ONS-ERE-00020 – General HSE requirements
21. BLE-ONS-ERE-00021 – Tools and equipment
22. BLE-ONS-ERE-00022 – Early Works scope of work
23. BLE-ONS-ERE-00023 – Initial SLD
24. ON-PMO-DCC-ERE-00001 – Project documentation standards – Employer Requirements

For avoidance of doubt the Employer does not exclude the updating of mentioned above Employer's Requirements or provision of additional documents during procurement process for ONS EPCI.

2.2. WORKS PERFORMANCE DATES

Execution of the Onshore Substation EPCI contract is expected in years 2028-2031 (to be concluded and precisely agreed during next stages of procurement process).

3. BIDDING PROCESS

3.1. PURPOSE OF THE BIDDING PROCESS AND INTENT OF INVITATION

The purpose of this Bidding Process is to:

- 1) continue the process already commenced under the RFI stage in 2025,
- 2) further explore the level of market interest among EPCI suppliers and contractors involved in onshore power stations and onshore cable lines,
- 3) initiate a technical dialogue with Contractors interested in participating in subsequent stages of the tender procedure,
- 4) gather information on production capacity and possible delivery dates for power components and high-voltage cables (onshore section),

- 5) gather information about key subcontractors,
- 6) receive complete, non-binding price and technical offers at this stage of the procedure,
- 7) select a preferred Contractor for an EPCI contract for the onshore power station with accompanying installations and an optional scope (onshore section of export cable lines, SCADA for the whole wind farm) for the Baltic East project.

Any relevant information contained in the Bid shall be incorporated into the Contract.

3.2. ELIGIBILITY AND QUALIFICATIONS REQUIREMENTS

This Bidding Process is opened solely to eligible Bidders who comply with the following requirements:

- The submission of the Bid is limited to a single firm or company which is legally registered. Submission of the Bid by a joint-venture of two or more partners requires prior written agreement from the Employer.
- It is mandatory for the bidders to have valid Non-Disclosure Agreement (NDA) with the Employer prior to participating in the procurement process.

3.3. STRUCTURE OF THE BIDDING PROCESS

The Bidding Process will be carried out in two **PHASES** (RFI/RFP):

- **PHASE 1 (RFI)** – an open, two-stage procedure conducted on the Connect Platform (prequalification process).
- **PHASE 2 (RFP)** – a closed, two-stage procedure conducted on the Connect Platform, involving Bidders selected as a result of the prequalification process carried out under PHASE 1.

3.4. PRELIMINARY SCHEDULE OF THE BIDDING PROCESS

Preliminary schedule of Bidding Process for *Onshore Substation with associated optional scope - design, engineering, manufacture, supply, installation, commissioning, including final energization and grid compliance tests for the Baltic East Offshore Wind Farm Project* wind farm includes the following expected dates:

- **PHASE 1:** Prequalification of Bidders and non-binding commercial offers – 2026 Q2-Q4
- **PHASE 2:**
 - Technical consultations with Bidders – 2027 Q1
 - Request for binding offer (BO) – 2027 Q2-Q3
 - Request for binding best and final offer (BAFO) – 2027 Q4
 - Contract ready to be signed – 2028 Q1/Q2

3.5. NON-DISCLOSURE

The Bidder and the Employer shall enter into a non-disclosure agreement concerning the protection of confidential information exchanged in connection with the Project (the "NDA"). For the avoidance of doubt, the information provided under this request for proposals (RFP) shall be considered information exchanged in connection with the Project and shall therefore be subject to the provisions of this non-disclosure agreement (NDA).

The documents issued as part of this RFP are to be used by the Bidder solely for the purpose of responding to this RFP. The information included in this RFP shall be kept confidential and shall not be disclosed to others or used for any other purpose without the express prior written consent of the Employer.

3.6. COSTS

The Bidder shall bear any costs or expenses incurred in connection with the preparation or delivery of their Bid and all other costs in relation to the Bid, including but not limited to any site visits, attending clarification and negotiation meetings (including in Poland or other required locations). The Employer will not be responsible for or pay any expenses or losses that may be incurred by any Bidder in the preparation of any Bid in any circumstances, regardless of the conduct or outcome of the bidding process.

3.7. DISCREPANCIES, OMISSIONS, CLARIFICATIONS AND AMENDMENTS

The Bidder is required to carefully study the contents of this RFP and to obtain all information he may require enabling it to submit his Bid. The Bidder shall be responsible for the completeness and accuracy of its Bid. The Employer will evaluate and request clarification(s) regarding the Bid, as required. The Employer's clarification shall not relieve the Bidder of any of his responsibilities.

Should the Bidder find any conflict, defect, error, omission, inconsistency, incompleteness etc. in this RFP, or have any doubt as to the meaning or intent of any part thereof, the Bidder shall promptly issue a RFP Query (using the form in Appendix 8) which may include a proposal for removing / resolving such conflict, defect, error, omission, inconsistency, incompleteness etc. according to the communication rules described in this RFP in Section 3.12.

The Employer reserves the right to modify, amend and/or clarify any part of this RFP at any time. The Employer shall issue such modifications, amendments, and/or clarifications in writing, in the form of Bid Bulletins. All Bid Bulletins shall be deemed to become an integral part of this RFP, which prevails over any preceding information in the RFP. Oral or written instructions, corrections, interpretation or other communications not in the form of a Bid Bulletin shall not supersede any of the information described in this RFP.

The Bidder shall make his own investigations, projections and conclusions and consult his own advisers to verify independently the information contained in this RFP, and to obtain any additional information that he may require, prior to submitting a Bid.

Neither the Employer, his affiliates nor any of his advisors makes any representation or warranty as to the completeness of this RFP nor have they any liability for any representations (express or implied) contained in, or omissions from, this RFP. No claims whatsoever will be entertained arising out of Bidder's failure to study and understand this RFP.

3.8. ASSUMPTIONS

At the time of preparation of this RFP, not all relevant information regarding the Project is available. All information is provided by the Employer solely to assist the Bidder in making its own evaluation of the deliverables and shall not be assumed to be exhaustive.

Where assumptions are to be made by Bidder regarding information which is not available, these assumptions should be clearly set out in the Bid.

In addition, this RFP contains certain assumptions made by the Employer at this stage of the Project development. If the Bidder requires additional clarifications on these Employer's assumptions, finds any such assumption to be unrealistic or incorrect and/or believes additional assumptions are required to enable preparation of the Bid, the Bidder shall notify the Employer by means of RFP Query in accordance with Section 3.12 and request instructions on how to proceed.

3.9. BID VALIDITY PERIOD

The Commercial Bid Form shall state the period of validity of the Bid.

The Bid shall be valid for a minimum of six (6) months from the Bid Due Date as specified in this RFP (as may be extended by the Employer in accordance with this RFP) and shall be priced accordingly.

3.10. CLARIFICATION AND NEGOTIATION MEETINGS

The Bidder shall be prepared to discuss any aspect of its Bid at any time after submission of the Bid. The authorized representative of the Bidder, as proposed by the Bidder, shall participate in any such discussion and/or clarification meeting(s). Such meetings shall take place at a location specified by the Employer and/or via conference call if deemed appropriate.

3.11. LANGUAGE OF THE BIDDING PROCESS AND THE EPCI BID

1. The Bidding Process shall be carried out in the English language.
2. The EPCI Bid prepared by a Bidder and any correspondence and documents related to the EPCI Bid, exchanged between the Bidder and the Employer, shall be in English language.
3. Any documents related to the EPCI Bid submitted by the Bidder may be prepared in another language, provided that such documents are accompanied by a sworn English translation of the relevant passages prepared by a certified translator, in which case the English translation shall prevail for purposes of interpretation of the EPCI Bid, except for documents prepared in the Polish language, in which case the Polish version shall prevail.
4. All formal documents regarding possible foreign subcontractors, submitted by the Bidder with the EPCI Bid must be drawn up or translated into English by certified translator as well, as stipulated by in this Section in Point 3 above.
5. The Employer reserves rights to provide tender documentation in Polish language. Further translation into English as well as interpretation of these documents is solely Bidder's responsibility.

3.12. COMMUNICATION AND CLARIFICATIONS

1. The Bidder may communicate with the Employer exclusively in the electronic form using the CONNECT platform.
2. In case of any queries by the Bidder while preparing the Bid, whether of a formal, technical or commercial nature, these queries shall be submitted to the Employer in the form of a RFP Query in accordance with the communication rules, described in this Section 3.12.
3. The Bidder may send any requests and questions to the Employer no later than **10 (ten)** calendar days before the deadline for submitting particular parts of the EPCI Bid. In the case of requests

and questions sent after this deadline, the Employer shall not be obliged to consider the Bidder's requests or questions nor to provide clarifications or answers thereto.

4. The Employer may refuse to provide a clarification or answer without the need to provide a reason thereto.
5. The Employer's clarifications and answers to the submitted requests shall be binding for the Bidder's and implemented by the Bidders into the EPCI Bids. Any changes and specifications introduced through such clarifications and answers shall become an integral part of RFP.
6. Clarifications and answers shall be notified to the Bidders using the CONNECT platform.
7. The Employer shall not be responsible nor liable for clarifications regarding the provisions of RFP, provided to the Bidders by third parties, not authorised to contact the Bidders, with the exception of the representatives listed in point 9 below or persons replacing such representatives, who are providing information through the CONNECT platform.
8. All statements, applications, notifications or information shall be exchanged by the Employer and the Bidders using the CONNECT platform. It is required that all statements and declarations of the Bidder constituting part of the EPCI Bid are submitted in the form 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.
9. The Employer's representatives authorised to contact the Bidders and provide all information on this Bidding Process are: Alicja Lachowicz Alicja.Lachowicz@orlen.pl, tel. no. +48 885 191 735 and Jan Martowicz Jan.Martowicz@orlen.pl, tel. no. +48 885 191 833 or upon their absence at work – another person designated by the Employer or designated as replacement on the CONNECT platform.
10. The Employer's clarifications and answers to Bidders' 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, and the Employer reserves the right to provide an answer only to the Bidder who asked the question.

3.13. RIGHT TO CANCEL THE BIDDING PROCESS

The Employer reserves the right to terminate the Bidding Process at any time without any liability and without any obligation to inform the Bidders of the grounds for his action.

4. SUBMISSION PROCESS

4.1. ACKNOWLEDGEMENT OF PARTICIPATION

A Bidder wishing to participate in the RFP shall submit an Bid Acknowledgement Letter (constituting Appendix 1 to this RFP) via the Connect Platform.

To write a message, please choose "Ask buyer 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 message and attach the Bid Acknowledgement Letter.

4.2. NON-DISCLOSURE AGREEMENT

Scope of Work and other details/documents will be provided to the Bidders through the Connect Platform after signing NDA.

If the Bidder has entered into an NDA at the RFI stage NEP/2/000051/25, there is no need to sign it again.

4.3. DOCUMENTS COMPRISING THE EPCI BID

As indicated in point 3.4, the Bidding Process will consist of two PHASES. Within each of these PHASES, the Bidders will be requested to submit Bids in the following order:

4.3.1. PHASE 1

1. Formal and Technical Stage:
 - a) BID LETTER in accordance with Appendix 1 to the RFP. The signed Bid Letter should be attached to the "FORMAL OFFER" item.
 - b) FORMAL PROPOSAL shall contain formal statements and appendices required in accordance with Appendix 4 to the RFP. The signed Formal Proposal, should be attached to the "FORMAL OFFER" item – please submit all files in one .zip file.
 - c) TECHNICAL PROPOSAL shall contain technical statements and appendices required in accordance with Appendix 5 to the RFP. The signed Technical Proposal should be attached to the "TECHNICAL OFFER" item – please submit all files in one .zip file.
2. Commercial Stage:
 - a) Non-binding COMMERCIAL PROPOSAL constituting the Appendix 6 to the RFP shall contain price breakdown in accordance with the Pricing Schedule constituting the Appendix H1. The signed Commercial Proposal should be attached to the "COMMERCIAL OFFER" item – please submit all files in one .zip file.
3. During PHASE 1, it is planned to make available to the Bidders the Heads of Terms (hereinafter: HoT) document, setting out the preliminary key commercial and contractual assumptions, for the purpose of conducting preliminary negotiations of the basic terms of cooperation. The Bidders must be prepared to submit their comments on the HoT at the Employers' request, no later than together with the non-binding Commercial Proposal as an Appendix H2.

4.3.2. PHASE 2

The documents, procedures, and supplier selection criteria for PHASE 2 will be defined after the completion of PHASE 1. The RFP will then be supplemented with the relevant information and forms.

4.4. MODE OF BID SUBMISSION

The following shall be considered by the Bidder when submitting a response to this RFP:

1. Particular parts of the EPCI Bid must be submitted solely via the CONNECT platform.
2. The deadlines of submitting particular parts of the EPCI Bid are specified on the CONNECT platform. The Employer may reject the EPCI Bids submitted after the deadline for submitting EPCI Bids. Any changes of the deadlines for submitting particular parts of the EPCI Bid shall be notified by the Employer using the CONNECT platform.
3. A complete EPCI Bid shall consist of the parts listed in the Section 4.3. The lack of any document in a Bid, or the lack of a declaration of its delivery at another date indicated and agreed with the Employer, may result in the exclusion of the Bidder from further proceedings.
4. Anticipated deadlines for the submission of the particular parts of the EPCI Bid are specified in Section 3.4.
5. The Employer shall not be responsible for incorrectly submitted EPCI Bids or their incorrect marking.

6. The quality of the Bid is essentially important – the better the quality, the faster the procurement process can be concluded, which is of the benefit to all involved parties.
7. The sequence of documents attached to the offer should be consistent with the numbering in the Appendices.
8. The Bidder and their Bid shall focus on the requirements of this RFP. The Employer shall ensure that their responses and the information provided satisfies the requirements of this RFP (including the Employer’s Requirements). The Employer expects Bidders to address the issues unique to the Project from the perspective of achieving outstanding results and a financeable project. The Bid may refer to in-house procedures and standards but not merely use them in place of clearly and succinctly explaining how (Project) goals will be achieved.
9. The Bid, including all attachments, information, notes, catalogues and any other written material shall be typed and be fully legible. Illegible facsimile copies of technical literature shall not be acceptable.

4.5. SIGNING OF BIDS

The Bid, together with all its constituent elements, shall be signed by persons authorized to represent the Bidder. A complete Power of Attorney confirming the authority of the signing persons (full chain of authorizations) shall be submitted with the Bid. A qualified electronic signature is preferred.

The Bid Letter and all forms requiring signatures shall be signed by a duly authorized representative of the Bidder. In the case of a corporate Bidder, an official resolution authorizing the execution of the Bid shall be provided, and the position held by the signing person shall be indicated.

4.6. SUBMISSION OF A JOINT BID BY A CONSORTIUM

1. A Bidder may submit its EPCI Bid jointly with another party or parties (as a Consortium), covering the entire scope of the EPCI Contract. Wherever in this RFP the term “Consortium” is used, it shall mean a consortium, joint venture, or other unincorporated grouping of two or more entities acting as partners and submitting one EPCI Bid as a collective body.
2. EPCI Bids submitted by a Consortium shall comply with the following requirements:
 - a) the EPCI Bid shall be signed in a manner that makes it legally binding on all partners to the full extent;
 - b) one of the partners shall be nominated as the Consortium Leader, and such nomination shall be evidenced by the submission of a power (or powers) of attorney duly executed by all partners through their authorised signatories;
 - c) the Consortium Leader shall be authorised to incur liabilities and receive instructions for and on behalf of all partners of the Consortium, as well as to perform the entire execution of the EPCI Contract, including receipt of payments, unless the Employer agrees otherwise during the EPCI Contract negotiations; such authority shall be expressly included in the power (or powers) of attorney granted by the other partners to the Consortium Leader;
 - d) all partners of the Consortium shall be jointly and severally liable for the execution of the EPCI Contract and the EPCI Bid, and a statement to this effect shall be included both in the authorisation referred to in this Clause 2 b) and in the EPCI Contract;
 - e) a copy of the Consortium agreement entered into by and between the Consortium members shall be submitted together with the EPCI Bid;
 - f) the Employer may consider that a change in Consortium members or the addition of new Consortium member(s) during the Bidding Process, with the exception of a change of the

Consortium Leader, does not constitute a change to the collective EPCI Bid submitted by the Consortium and may approve such changes for further stages of the Bidding Process. Any extension of the Consortium by a new entity or any other changes in the Consortium composition shall require the prior written consent of the Employer and the execution of a Non-Disclosure Agreement by each new Consortium partner. Acceptance of any change in the Consortium composition shall be at the Employer's sole discretion.

4.7. LATE BIDS

The Employer reserves the right to reject any Bid received by the Employer after the deadline for submission specified by the Employer. The Bidder must request an extension of time from the Employer in advance of the Bid Due Date if required.

4.8. EVALUATION

After receipt of the Bid, the Employer shall firstly evaluate whether the Bid received is complete and compliant with this RFP.

Provided the Bid is complete and compliant, the Bid will be assessed on a combination of formal and technical assessment.

4.9. EMPLOYER'S RESERVATIONS

1. The Bidder's submission of the Bid and the Employer's evaluation does not create any obligations for the Employer and the Employer reserves his right to:
 - a) Award a contract on the basis of initial Bid received without requests for further offers or best and final offers;
 - b) Continue negotiations with and/or award contracts to more than one Bidder;
 - c) Reject any Bid (at any stage of negotiations) and make changes to this solicitation without any obligation – this shall be the unilateral right for the Employer,
 - d) Request further terms and conditions at a later stage.
2. The Bidder remains bound to the terms of the Bid, which can be accepted by the Employer, until the expiry of its validity.
3. The offers submitted by the Bidder can be analyzed by the external advisors who provide services for ORLEN Neptun.
4. Pursuant to the provisions of Article 4c of the Polish act, dated 8 March 2013, on counteracting excessive late payments in commercial transactions, Employer as a subsidiary, declares that ORLEN Neptun has the status of a large entrepreneur.
5. 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 Employer.
6. 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.

5. GOVERNING LAW AND SETTLEMENTS OF DISPUTES

1. This Bidding Process and any Employer'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.

2. This RFP 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 2020, item 1740, as amended) (the "Polish Civil Code").
3. The EPCI Bids are submitted as part of the purchasing procedure carried out by the Employer and the EPCI Bid submission constitutes only one of the stages of negotiations within the meaning of Article 72 of the Polish Civil Code. Despite reaching consensus on all the clauses which were the subject matter of the negotiations with the Bidders, the EPCI contract shall be deemed as validly concluded (executed) at the moment of signing the relevant documents containing the negotiated text of the EPCI contract by duly authorised representatives of the Employer and the EPCI Contractor.
4. 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 Bidding Process.
5. The Bidding Process is not subject to the provisions of the Act of 11 September 2019 – the Public Procurement Law (Journal of Laws of 2019, item 2019, as amended) or any implementing acts issued on its basis. The Bidding Process is subject to the Employer's internal procedures.
6. All disputes arising from or in relation to the EPCI Bid or the RFP shall be resolved by the court competent for the Employer's registered office.

6. APPENDICES TO RFP

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| 1) Appendix 1 | Bid Acknowledgment Letter |
| 2) Appendix 2 | NDA |
| 3) Appendix 3 | Bid Letter |
| 4) Appendix 4 | FORMAL OFFER |
| 5) Appendix 5* | TECHNICAL OFFER |
| 6) Appendix 6* | Non-binding COMMERCIAL OFFER |
| 7) Appendix 7* | Detailed Scope of Work and technical Employer's Requirements |
| 8) Appendix 8 | RFP Query |
| 9) Appendix 9 | CONNECT Instruction Document |
| 10) Appendix 10 | Information clause |
| 11) Appendix 11 | MAR Clauses |
| 12) Appendix 12 | Sanction Clause |
| 13) Appendix 13a | Supplier's Code of conduct |
| 14) Appendix 13b | Human Rights Protection Policy |
| 15) Appendix 13c | Policy on the Prevention of Corruption and Fraud |
| 16) Appendix F4 | Beneficial Owner's Statement |
| 17) Appendix T1* | Technical Compliance Criteria Table (Does Not Meet / Meets) |
| 18) Appendix T2* | Lead Time Table |
| 19) Appendix H1* | Pricing Schedule ONS |
| 20) Appendix H2* | Heads of Terms |

*Attachment to be provided after the Bidder submits a Bid Acknowledgment Letter and concludes a NDA with the Employer.