



Dear Sir/Madam,

"ORLEN Kolej" sp. z o.o. with its registered office in Gdańsk 80-716 at ul. Michałki 25, registered in the Register of Entrepreneurs kept by the Gdańsk-North District Court in Gdańsk, VII Economic Department, KRS 0000135118, share capital 17,170,000 PLN, REGON 1919139022, NIP 583-26-41-717, BDO:000008501, hereinafter referred to as the Ordering Party or ORLEN Kolej, invites you to submit a tender in the inquiry:

"Rail Transport for ORLEN Kolej Capital Group in 2027"

I. DETAILED SUBJECT OF THE INVITATION TO TENDER

The subject of this inquiry is the conclusion of a Framework Agreements for the provision of national and international rail transport services for ORLEN Kolej sp. z o.o. and ORLEN Unipetrol Doprava s.r.o in 2027. A detailed list of transport routes for this procedure is provided in Appendix No. 1 – List of Transport Relations ORLEN Kolej and Appendix No. 2 – List of Transport Relations ORLEN Unipetrol Doprava.

The detailed scope of the service provided, as well as the obligations and responsibilities of the Parties, will be based on the templates of Framework Agreements (separately for the Carrier and the Freight Forwarder), taking into account the application of an SLA (Service Level Agreement: cooperation covered by agreed quality and operational parameters, for which the Supplier is obliged to meet specific service standards, in particular with regard to the timeliness of transport execution, operational communication, and the level of reliability of the transports performed. The incentive system included therein affects the revenues generated by the Supplier from the performance of the Agreement) or the absence thereof, depending on the characteristics of the given relationship. Drafts Framework Agreements will be made available to the Tenderers qualified for Stage II of the procedure via the "Questions/Answers" tab.

1. RULES FOR SUBMITTING THE TENDER

PROCUREMENT PROCEDURE MODE:

The invitation to tender will be conducted in two stages (progressively):



STAGE I – formal and technical;

STAGE II – commercial (closed) – submission of commercial tenders in PLN/EUR following the completion of STAGE I and qualification for STAGE II. At this stage, the draft Framework Agreement will be made available, and a round for submitting questions regarding the commercial part will be opened. All comments and questions regarding the Agreement must be submitted via the CONNECT Platform before the deadline for submitting questions. ORLEN Kolej will provide answers to substantive questions regarding the Agreement during this stage. If a valid Framework Agreement is already in place with ORLEN Kolej sp. z o.o., or ORLEN Unipetrol Doprava s.r.o. amendments to the existing Agreements will be concluded.

GENERAL RULES

1. **The formal, technical and commercial part of the offer must be submitted **exclusively electronically on the Connect Purchasing Platform.****
2. Submitted offer should consist of a formal, technical and commercial section.
3. **The Formal and Technical Parts must not contain any prices/rates or information regarding other commercial terms.**
4. Submission of an offer implies acceptance of the conditions indicated in the request.
5. Lessor must be complete and prepared taking into account the information provided in this RFP. The required data should only be submitted via the Connect Platform in the forms specifically prepared for this purpose, and please attach the remaining information as attachments (in the spaces indicated). Comprehensive and specific answers are expected for all issues indicated in the Request for Tender. Responses should be provided in the form of concise descriptions and, where required, in tabular form. If any of the requirements detailed in the enquiry are not met in part or in full, please indicate this clearly.
6. Partial tenders for selected procurement items are permitted. Furthermore, ORLEN Kolej sp. z o.o. reserves the right to freely select Tenderers; the items will be considered individually rather than as a whole.
7. Before commencing STAGE II of the Tender, the Tenderer's representative shall present an appropriate power of attorney, unless the authority to act on behalf of the Tenderer arises directly from an extract from the National Court Register or another register, or an appropriate power of attorney was submitted with the Tender.



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FORMAL PART OF THE TENDER

1. I confirm the person to be contacted regarding the submitted – name, telephone, email.
2. I confirm the attachment to the Tender of a current extract from the National Court Register, an extract from the publicly available data and information provided by CEIDG, or an equivalent registration document of the Tenderer (the document must not be older than 3 months from the specified Tender submission deadline).
3. I confirm the validity period of the commercial Tender – 90 days is preferred.
4. I confirm that the bank account number indicated on the VAT invoice is on the list referred to in Article 96 b of the Value Added Tax Act of 11 March 2004 (i.e. Journal of Laws 2024, item 361, as amended) maintained by the Head of the National Fiscal Administration (the so-called "white list") and is up-to-date - the requirement applies to domestic entities.
5. I declare that I have read and accept the applicable rules presented in the Code of Conduct for ORLEN CG Suppliers, which is available at <https://kolej.orklen.pl/pl/Oferta/dla-dostawcow>
6. I declare that I have read and attached the completed Beneficiary Statement document (attached to the Invitation to Tender) to this offer, or that the Beneficiary Statement document attached in the Documents on the Supplier Profile is up to date, i.e. represents the status as at the date of the offer and that I have attached a printout from the Central Register of Actual Beneficiaries.
7. I confirm that I have read and accept the content of the anti-corruption clause attached to the procedure – the signed document must be attached.
8. I confirm that I have read and accept the content of the sanctions clause attached to the procedure – the signed document must be attached.
9. I confirm that I have read the contents and conditions of the request for quotation and that I consider myself bound by the provisions and rules of procedure set out therein.
10. I confirm the submission (in the form of an attachment) of a statement on the submission of VAT returns (for the last six months) - not applicable to foreign entities not registered in Poland for VAT purposes.
11. I confirm that I have enclosed a signed Declaration of No Arrears of Public and Legal Dues (taxes and fees) related to my business activity.
12. I confirm that the Tenderer is a registered, active VAT payer - not applicable to foreign entities not registered in Poland for VAT purposes.
13. In the event that the Tender is selected, I confirm the delivery of current certificates (not older than 3 months from the specified Tender submission deadline) confirming no arrears in the



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payment of taxes and social security contributions issued by ZUS and the Tax Office – this requirement applies to domestic entities.

14. I declare that, in the event that the offer is recommended, I will attach the completed and signed declaration regarding the legality of the employment of foreign nationals, which was included in the proceedings.
15. I confirm the attachment of proof of a valid insurance policy:
 - a) Carrier's Liability Insurance – minimum EUR 2.5 million
 - mandatory for the railway undertaking,
 - in the case of the freight forwarder, a declaration must be attached confirming that the entity whose services the forwarder uses holds a valid carrier's liability insurance policy meeting the above requirement.
 - b) Business Liability Insurance– additional insurance covering business operations, with a minimum insured amount of PLN 20 million (mandatory for both the railway undertaking and the freight forwarder), together with proof of payment of the insurance premium for the full insurance period.

If the valid policy does not cover the duration of the Agreement, the Tenderer is required to attach a declaration stating that the policy will be extended and remain valid throughout the term of the Agreement. If no policy is held or the existing policy does not meet the above requirements, a declaration must be attached confirming the Tenderer's readiness to conclude or adjust the policy in accordance with the requirements agreed with the Company in the event that the Tenderer's offer is selected.

TECHNICAL PART

1. I declare that the COMPANY I represent holds a valid railway undertaking licence - the licence must be attached. (In the case of a freight forwarder, a declaration must be attached confirming that the entity whose services the forwarder uses holds the relevant documents.) (TEXT)
2. I declare that the COMPANY I represent has obtained the safety certificate required for the performance of rail transport operations on the railway infrastructure - the certificate(s) relevant to the submitted tender must be attached. (In the case of a freight forwarder, a declaration must be attached confirming that the entity whose services the forwarder uses holds the relevant documents.) (TEXT)



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3. I declare that neither the NSA nor the ERA is conducting proceedings aimed at restricting the scope of the documents authorising the performance of rail transport operations (licence or certificate). (In the case of a freight forwarder, the declaration applies to the entity whose services the forwarder uses.) (YES/NO)
4. I declare that during the last 12 months, the COMPANY has not contributed to any serious railway accident on the railway infrastructure. (A serious accident shall be understood as an accident involving at least one moving railway vehicle that: 1) resulted in at least one fatality or serious injury; or 2) caused significant damage to rolling stock, railway tracks, installations or the environment, i.e. damage of at least EUR 150,000 in value; or 3) caused major traffic disruption, i.e. interruption of rail traffic on a main railway line for at least six hours.) (YES/NO)
5. I declare that the COMPANY has the technical capacity and appropriate technical resources in the form of technically efficient electric and/or diesel locomotives (applicable to Railway Undertakings), qualified personnel, as well as the experience and knowledge of the rail transport market necessary to provide services for ORLEN Kolej sp. z o.o. (YES/NO)
6. I confirm the attachment of at least two references confirming the provision of services of a similar nature, or, in their absence, confirmation of the performance of services of a similar nature. (TEXT)
7. I declare that the COMPANY adheres to/respects the provisions of the AVV Agreement (General Contract of Use for Wagons). (YES/NO)
8. I declare that the Tenderer will carry out the works in question independently, using personnel with confirmed (verified) qualifications in this field, or with the use of Subcontractors selected from among proven and qualified Subcontractors, and
 - a. a declaration that the Tenderer assumes full responsibility for the Subcontractor's personnel. (TEXT)

COMMERCIAL PART

1. Presentation of the price by attaching a calculation sheet in accordance with the template provided in Appendix No. 1 and Appendix No. 2 to the Invitation to Tender. (In the above-mentioned appendix, please complete all information, in particular the delivery lead times. Failure to indicate the delivery time may result in the tender not being considered.) (YES/NO) – **selection criterion**



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2. I confirm that the quoted rates include all additional charges arising from the performance of the service in accordance with the scope of this Invitation to Tender. (YES/NO)
3. I confirm the payment term from the date of receipt of a correctly issued invoice – minimum 30 days (NUMBER).
4. I confirm acceptance of the contents of the Agreement/-s (if questions were submitted during the question period, the confirmation applies to the Agreement including the answers provided thereto). If a Framework Agreement with ORLEN Kolej or ORLEN Unipetrol Doprava is already in force, the obligation to accept the draft Framework Agreement made available during the procedure is excluded; in such case, the confirmation concerns the willingness to conclude an annex to the existing Agreement. (YES/NO).
5. I confirm the price invariability during the performance of the Service. (YES/NO)
6. I confirm the submission (in the form of attachments) of documents for verification of financial credibility (authorised copies):
 - a) for business entities maintaining full accounting records: authorised balance sheet, profit and loss account, and cash flow statement for two full reporting years – 2024 and 2025 – and the most recent quarterly financial statement for the current period (balance sheet and profit and loss account or F01);
 - b) for business entities maintaining simplified accounting records: annual statements (PIT returns with confirmation of submission from the Tax Office for all partners) for the last two calendar years, and additionally the most recent authorised statement of revenues, costs, and income for the current reporting period;
 - c) for foreign entities: authorised balance sheet, profit and loss account, and cash flow statement for two full reporting years, and the most recent quarterly/half-yearly financial statement for the current period.

ADDITIONAL INFORMATION

ADDITIONAL QUESTIONS FROM TENDERERS

1. In the course of preparing a response to this tender request, the Tenderer is entitled to raise additional questions regarding this Request for Proposal. **Questions must be addressed via the Connect Platform.** At the same time, ORLEN Kolej reserves the right to refuse to answer submitted questions without stating reasons.



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2. ORLEN Kolej reserves the right to contact the Tenderer and arrange meetings in order to clarify the information contained in the Offer and to clarify any doubts regarding the scope of the Tender requiring, according to ORLEN Kolej, clarifications with the Tenderer.

SUBMISSION OF TENDERS BY CONSORTIA

1. In the case of a consortium, all documents required by the Invitation to Tender shall be submitted by all consortium participants, provided that the required statements and declarations may be submitted by the consortium leader on behalf of each consortium participant. In addition, a copy of the consortium agreement and a power of attorney granted to the consortium leader or its members to represent the remaining consortium members shall be submitted.
2. The consortium leader is responsible for meeting all formal requirements towards ORLEN Group, e.g. providing a bid bond or another performance security (if required).
3. All matters concerning the form and detailed requirements relating to the bid bond shall be determined by the Purchasing Team depending on the needs of the given purchasing process. The bid bond provided must properly secure the Tender submitted jointly by the Tenderers. Other forms of securing the interests of ORLEN Group are permissible – the decision is taken by the Purchasing Team.
4. Data submitted by Tenderers jointly applying for the Agreement, confirming that they possess the appropriate and required knowledge and experience, personnel and technical capacity, and economic and financial standing, are subject to joint assessment by ORLEN Group. If specific authorisations are required, it is permissible for only those consortium members who will actually perform the part of the contract for which such authorisations are required to meet these requirements.
5. If financial verification is necessary, all consortium participants are subject to verification. In such a case, the Buyer shall request the consortium leader to provide information on the percentage involvement of each consortium participant in the total estimated value of the Procedure.
6. A declaration defining the responsibilities of consortium members and indicating the percentage involvement of each consortium participant in the total estimated value of the Tender shall be submitted if this has not been included in the consortium agreement.
7. A change in the composition of the consortium (except for changes of roles within the consortium) during the present procedure requires the consent of the Inviting Party.
8. All consortium members bear joint and several liability for the performance of and obligations arising from the Agreement.



INFORMATION PROTECTION CLAUSE

Information regarding the fact that the Supplier has been invited to respond to this inquiry, as well as the conduct of commercial negotiations and any concluded agreements, may be disclosed by the Supplier only upon obtaining prior written consent from ORLEN S.A. for the disclosure of such information.

RESERVATIONS OF ORLEN Kolej

1. ORLEN Kolej is not bound by the provisions of the Act of 29 January 2004 – Public Procurement Law and reserves the right to:
 - Free selection of the Tenderer according to the evaluation criteria adopted;
 - any choice of entity/entities with which to negotiate for part or all of the scope of the submitted responses and to conclude an agreement with more than one Supplier selected through negotiations;
 - cancellation (closure) of the Supplier selection process and withdrawal from negotiations without giving reasons. No claims may be raised against ORLEN Kolej in this regard.
 - the possibility of limiting the scope of work, making corrections and clarifications to the scope of work during the analysis of the tenders, asking for possible updates during the technical and price negotiations;
 - rescheduling of the purchasing process without stating a reason;
 - responding only to selected offers;
 - any choice of entity/entities with which to negotiate;
 - rejecting the issue of a reference without stating a reason.
2. This enquiry constitutes an invitation to negotiate within the meaning of Article 72 of the Civil Code, and therefore the provisions concerning an offer within the meaning of Article 66 et seq. of the Civil Code do not apply.
3. If the Tenderer's representative is absent during direct negotiations, fails to participate in the online auction to which they were invited, or fails to submit a revised commercial Tender within the specified deadline forming the basis for selecting the Service Provider, unless the Tenderer has previously submitted information on withdrawing from further proceedings, ORLEN Kolej shall consider the Tenderer's earlier Tender as final and not subject to negotiation.



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4. ORLEN Kolej reserves the right to conduct additional price negotiations in the form of an electronic auction.
5. Tenderer shall bear all costs associated with the preparation and submission of the tender and shall not be entitled to claim reimbursement of these costs.
6. ORLEN Kolej stipulates that the Agreement shall be concluded upon its signature by ORLEN Kolej and the Supplier/Contractor.

Yours sincerely,
ORLEN Kolej Sp. z o.o.
Ul. Chemików 7, 09-411 Płock

Ewelina Bębenista
<tel:+48669881630>
E-mail: ewelina.bebenista@orlen.pl

Kacper Kawczyński
<tel:+48697832825>
E-mail: kacper.kawczynski3@orlen.pl