

REQUEST FOR PROPOSAL

Dear Sirs,

ORLEN S.A. hereby requests your proposal regarding the performance of the service described below.

The Bidder hereby acknowledges and accepts that bids are submitted as part of the purchasing procedure carried out by ORLEN S.A. and that bid submission constitutes one of the stages of negotiations according to art. 72 of the Civil Code, therefore, the provisions regarding offers, in the definition of art. 66, and regarding auctions and procurements, in the definition of art. 70¹ – 70⁵ of the Civil Code, shall not apply.

"ORLEN Capital Group", "ORLEN CG" - means the Ordering Party and its subsidiaries of any level and entities affiliated with the Ordering Party, regardless of the location of the registered office of such entities, whereby a subsidiary (respectively: affiliated entity) shall be understood as any entity which, according to at least one of the following Acts, is a company/entity/subsidiary of the Ordering Party (respectively: a company/entity affiliated with the Ordering Party): the Act of 15 September 2000. Commercial Companies Code, the Act of 29 July 2005 on Public Offering, Conditions Governing the Introduction of Financial Instruments to Organised Trading, and Public Companies, and the Act of 29 September 1994 on Accounting.

1. SUBJECT OF THE REQUEST FOR PROPOSAL:

The subject of the purchase is „Feasibility study of the CO2 transmission system”.

The subject of the purchase is a feasibility study of the CO2 transmission system, which is part of a project "Studies4CCS Interconnector" covered by EU funding under the CEF Energy "Studies" program .This study will consider potential routes for a CO2 pipeline to transport the medium from facilities belonging to or cooperating with ORLEN CG located in north-central Poland. The possibility of connecting potential emitters from other parts of Poland to the pipeline will also be analysed.

As part of the Feasibility Study, an investigation will be carried out into the feasibility of CO2 pipeline routes across the country, taking into account some ORLEN's facilities.

The scope of work includes the following scopes of the project:

Scope A. analysis of the pipeline connection of Production Plant in Płock with the marine terminal for CO2 in Gdańsk taking into account the emitters indicated by the Ordering Part on the pipeline route, including among others Holcim Polska S.A. in Piechcin.

Scope B. analysis of the optimum route for the central pipeline connecting emitters in other parts of Poland with potential Plock-Gdansk pipeline route.

Scope C. analysis of transition system for parameters of CO2 transported in the network to the technological needs of the terminal.

The scopes indicated above is a joint venture between ORLEN S.A., Holcim Polska S.A. and Air Liquide Polska sp. z o.o.(Consortium Partners).

The Bidder who is related to any of the Partners of the Consortium jointly applying for funding under the project **12.9-PLNL-S-M-23-4CCS Interconnector "Studies4CCS Interconnector"** implemented with funding from the European Union budget under the Connecting Europe Facility (CEF) Energy programme **may not participate** in the Procedure.

NOTE:

- The following technical appendices will be provided to the Bidders through the CONNECT Platform after submitted declaration of non-disclosure of information constituting company secret (signed NDA from **Appendix No. 4** without any substantive changes made by the Bidder):

Appendix no. 5 Scope of Work (provided after signing the NDA)

Appendix no. 5.1 Project Description and additional requirements for the scope of work (provided after signing the NDA)

Appendix no. 5.2 Price Picture (provided after signing the NDA)

- The Ordering Party reserves the right to resign from performance of above mentioned scope(s) without giving reasons and without any financial consequences.
- In each case, the scope of ordered works will be confirmed by the Ordering Party.
- 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 and without giving a reason.

2. WORKS PERFORMANCE DATES:

Commencement: on the date of signing the Contract by both sides

Completion:

Scope A - 20 weeks after Kickoff meeting

Scope B - 20 weeks after Kickoff meeting

Scope C - 24 weeks after Kickoff meeting

for the entire scope of work - 01.2025*.

*This is the estimated date of completion of the last works by the contractor. The exact date of completion of the subject matter of the agreement will be consequential and cannot be indicated.

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.**

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 and add in the attachment signed Information Protection Agreement – NDA from Appendix No. 4.
- 4.2.** After receiving the detailed Scope of Work from ORLEN S.A., please prepare your bid.
- 4.3.** The bid must be placed before the deadline specified in the CONNECT system, in English, through CONNECT - Purchasing Platform of the ORLEN Group available at <https://connect.orken.pl> by completing all fields in the form and attaching the information/documents requested in the RFP. If the

Bidder submits documents subject to evaluation and issued in a language other than English, they could not be taken into account.

- 4.4. 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 Part, may result in the exclusion of the Bidder from further proceedings.
- 4.5. 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.
- 4.6. If you do not wish to submit a bid please send us a short message through CONNECT (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).
- 4.7. Any requests for additional information and explanations should only be submitted through CONNECT ("Ask the Ordering Party a question" option) in the timeframe provided for by the system. The reply will be submitted in the same way.
- 4.8. 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 tenders.

5. PROCESS – MODE OF BID SUBMISSION:

ORLEN S.A. operates a two-step bid submission process:

Formal and technical documents may not contain any trade information and/or remuneration.

Bidders submit documents (scanned copies of documents) through the CONNECT system.

STEP 1:

- The signed **Appendix No. 1** constituting the **FORMAL OFFER** along with the required **Appendices F1-F7** should be attached in the item entitled "FORMAL OFFER" - Please submit all files in one .zip file.
- The signed **Appendix No. 2** constituting the **TECHNICAL OFFER** along with the required **Appendices T1-T2** should be attached in the item entitled "TECHNICAL OFFER" - Please submit all files in one .zip file.

STEP 2:

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

- Scanned and signed by authorised person document together with editable version of commercial documents **Appendix No. 3** constituting the **COMMERCIAL OFFER** along with the required **Appendices H1-H2** should be attached in the item entitled "COMMERCIAL OFFER" - Please submit all files in one .zip file.

All submitted documents must be signed by authorised persons (acceptable is electronically signature)

6. SELECTION OF THE BID/BIDDER:

- 6.1. The Bidder will be selected on the basis of an evaluation of the bids submitted, according to the criteria established by the request for proposal, once technical and price negotiations with the Bidders have been concluded.
- 6.2. The bids will be evaluated by the Purchasing Team at ORLEN S.A. - without 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.

Technical evaluation – will be performed in two stages:

- Stage 1 : 0/1 evaluation (does not meet/meets) according to items listed in **Appendix No. 2** to RFP.
- Stage 2 : Performed as an point score for requirements listed in **Appendix No. 2** to RFP
Maximum score from technical evaluation - **40%**

Commercial evaluation: – will be performed in two stages:

- Stage 1 : 0/1 evaluation (does not meet/meets) according to items listed in **Appendix No. 3** to RFP.
- Stage 2 : Performed as an point score based on **Appendix No. 3** to RFP
Maximum score from commercial evaluation - **60%**

Note:

➤ Any comments or changes in **DECLARATIONS** – 0/1 **CRITERIA** in **Appendix No. 1, 2 or 3** are **NOT ACCEPTABLE**.

7. CONFIDENTIALITY:

- 7.1. The Bidder undertakes to respect the confidential nature of all information resulting from this bidding process.
- 7.2. These bidding documents are to be used by the Bidder solely for the purpose of preparation and submission of the Conceptual Design and Cost Estimation 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 request for proposal, as well as information acquired during the purchasing procedure, as confidential. Information concerning the fact of being invited to respond to this request for proposal, of submitting a tender, of holding commercial negotiations or of signing a contract may be revealed by Bidders only subject to a written consent of ORLEN S.A. 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 S.A.:

- 8.1. ORLEN S.A. is not bound by the provisions of the act of 29 January 2004 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 negotiations without giving reasons. The Bidders are not entitled to any claims against ORLEN S.A. 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. Carry out multi-stage negotiations of various types, in particular, direct negotiations and negotiations carried out through the electronic auction system;

- e. 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 negotiations, 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 a contract. The contract between ORLEN S.A. 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 ORLEN S.A. and does not return a copy of the Contract signed by itself to ORLEN S.A. within 14 calendar days from receipt of the Contract copies, ORLEN S.A. shall be entitled to present the Bidder - within the next 60 calendar days from the end of the abovementioned 14-day period - with Contract withdrawal notice. If ORLEN S.A. submits a withdrawal notice, the Contract shall be considered non-concluded.
- 8.3.** Only duly authorised persons can confirm the agreed-upon conditions at the end of ORLEN S.A.
- 8.4.** The subject of the Proceedings will be performed for the project 12.9-PLNL-S-M-23-4CCS Interconnector "Studies4CCS Interconnector" implemented with funding from the European Union budget under the Connecting Europe Facility (CEF) Energy programme. This procurement process is covered by the rules and regulations of the Connecting Europe Facility (CEF). This means that the Purchaser, by signing the grant agreement, undertakes to: submit to inspections and audits in the scope of the implemented grant agreement, carried out by institutions entitled to do so, and make available, upon request of the aforementioned institutions, all documentation related to the Project, including documentation received from Bidders/Contractors, according to the rules described in the Connecting Europe Facility (CEF) programme regulations.
- 8.5.** As the Project is implemented jointly by the Consortium Partners, the Contracting Authority shall be obliged to make available to the Consortium Partners: the documents of the Procedure; the name of the selected Tenderer/Consortium; the summary of the Tender concerning the selected Tenderer together with its commercial offer; the commercial offers of the non-selected Tenderers excluding the names of the non-selected Tenderers; the draft contract excluding information concerning contractual penalties.
- 8.6.** 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 ORLEN S.A.
- 8.7.** The Bidder shall be obliged to familiarise itself with the conditions of the request for proposal. Submission of a bid shall be tantamount to accepting these conditions of the RFP procedure.
- 8.8.** Execution of powers by ORLEN S.A. resulting from point 8.1. does not constitute the basis for any claims for damages or related to the conclusion of the Contract.
- 8.9.** Pursuant to the provisions of Article 4c of the Polish act, dated 8 March 2013, on counteracting excessive late payments in commercial transactions (Journal of Laws 2022 pos. 893 as amended), ORLEN S.A. declares that it has a status of a large entrepreneur.
- 8.10.** After signing the contract with the selected Bidder, the Contracting Authority will inform the other Bidders of the end of the Procedure. The Contracting Authority will not be obliged to disclose the name of the successful Bidder.

Best Regards,

Weronika Pusiewicz
Zespół Zakupów Dokumentacji | Document Procurement Team
Obszar Zakupów | Procurement Area
ORLEN S.A.
ul. Chemików 7, 09-411 Płock
+48 609 163 082

No. of the Appendix	Name of the Appendix
Appendix No. 1	FORMAL OFFER
Appendix No. 2	TECHNICAL OFFER
Appendix No. 3	COMMERCIAL OFFER
Appendix No. 4	NDA Closure
Appendix 4A	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.
Appendix 4B	Information clause for the Bidder being a natural person conducting economic activity, including a partner of a civil-law partnership.
Appendix 4C	INFORMATION NOTE regarding disclosure requirements of public company (MAR).
Appendix 4D	SANCTION CLAUSE
Appendix 4E	A copy of the power of attorney held the person signing the NDA and OFFER or an indication that the person is authorised directly on the basis of the National Court Register (KRS) or another register.
Appendix 4F	Anti-corruption Clause
Appendix No. 5	Scope of Work with annexes (after signed NDA)
Appendix No. 5.1	Project Description and additional requirements for the scope of work (after signed NDA)
Appendix No. 5.2	Price Picture (provided after signing the NDA)
Appendix F6	Beneficial owner statement
Appendix T1	List of subcontractors
Appendix T2	References (Appendixes provided by the Bidder)
Appendix T3	Key members list (Appendix provided by the Bidder)
Appendix H1	Price Picture (according to Appendix No. 5.2)
Appendix H2	Draft of the Contract (after technical evaluation)
Appendix No. 6	Reasons for excluding the Bidder
Appendix No. 7	Financial verification criteria
Appendix No. 8	Requirements regarding the financial credibility of the Bidder
Appendix No. 9	Conditions of Insurance Policy

Appendix No. 1 – FORMAL OFFER

BIDDER:

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Bidder's name, registered office, address

In response to the Request for Proposal announced by ORLEN S.A. for the project titled: „**Feasibility study of the CO2 transmission system**”, we hereby submit the proposal complying with the requirements of the Request for Proposal.

I. DECLARATION – 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 read and accept the terms and condition of this Request for Proposal,
3. **We declare** that we are submitting complete OFFER fulfilling the requirements of the RFP for the entire scope of the subject of RFP.
4. **We declare** that our offer submitted on the CONNECT platform is valid for a period of **9 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 S.A. employees or the employees of the ORLEN S.A. Capital Group.
7. **We hereby declare** that the employees and the management, as well as the partners/shareholders of the Bidder do not remain with other entities known to participate in the tender procedure in any legal or factual relationship that could affect ORLEN S.A. or ORLEN Capital Group company to select a proposal submitted within the tender procedure.
8. **We declare** that we have completed on behalf of ORLEN S.A. information obligation towards natural persons employed by us, whose personal data has been transferred to ORLEN S.A. in order to participate in the procurement procedure in question by providing them with the information clause constituting **Appendix 4A** and/or **4B** 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 **Appendix 4C and 4D**.
9. **We declare** that the offered solutions do not infringe the copyrights and intellectual and industrial property rights of ORLEN S.A. 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 of ORLEN S.A.(if applicable).
11. **We declare** that we have familiarized ourselves with the documents indicated below in sub-item a), b), c), d) e) and we undertake to comply with their provisions:
 - a) Regarding the safety standards of the Health and Safety Office available on the website www.orklen.pl according to paths: about the company / about the company / our standards / safety in Orlen / external contractors / safety requirements or at:

<https://www.orklen.pl/pl/o-firmie/o-spolce/nasze-standardy/bezpieczenstwo-w-orklenie/wykonawcy-zewnetrzeni/wymagania-bezpieczenstwa>

b) The current excerpt from the operational regulation No. 5/2020 / GC and the excerpt from the "Guidelines of the Director of the Control and Safety Office for the organization of passenger traffic at ORLEN SA" are available to the ORLEN Capital Group's contractors in the ORLEN Connect Group Purchasing Platform in the Help tab at the address:

[Platforma zakupowa GK ORLEN;](#)

https://connect.orklen.pl/servlet/HomeServlet?MP_module=main&MP_action=publicFilesList

c) Rules for ordering and performing geodetic and cartographic works at ORLEN S.A. posted on the website www.orklen.pl according to paths: about the company / about the company / our standards / safety in Orlen / external contractors / geodetic service or at:

<https://www.orklen.pl/pl/o-firmie/o-spolce/nasze-standardy/bezpieczenstwo-w-orklenie/wykonawcy-zewnetrzeni/obsługa-geodezyjna>

d) The Contractor is obliged to read and apply the rules concerning the Contractors' safety at work posted on the website www.orklen.pl according to paths: about the company / about the company / our standards / safety in Orlen / external contractors / news or at:

<https://www.orklen.pl/pl/o-firmie/o-spolce/nasze-standardy/bezpieczenstwo-w-orklenie/wykonawcy-zewnetrzeni/aktualnosci>

e) The Contractor is obliged to read and apply the rules regarding training for Contractors posted on the website www.orklen.pl according to paths: about the company / about the company / our standards / safety in Orlen / external contractors training or at the address:

<https://www.orklen.pl/pl/o-firmie/o-spolce/nasze-standardy/bezpieczenstwo-w-orklenie/wykonawcy-zewnetrzeni/szkolenia>

12. **We declare** that a public liability policy meeting the requirements of the Ordering Party as set out in **Appendix 9** to the RFP be submitted prior to the conclusion of the contract.
13. **We declare** that during the whole term of the Contract (completion period of the subject matter of the Contract, warranty period) we will hold a valid and paid-up insurance policy in accordance with the requirements of the Contracting Authority as specified in **Appendix 9** to the RFP.
14. **We hereby declare** that we agree to all activities carried out by ORLEN S.A. in connection with the need to undergo control and audit in the scope of the executed subsidy agreement carried out by institutions authorised to do so, as well as to make available, at the request of the abovementioned institutions, all documentation related to the Project, including documentation received from the Bidders / Contractors, according to the principles described in the Connecting Europe Facility (CEF) regulations.
15. **We hereby declare** that we agree that ORLEN S.A. may transfer the following to the Consortium Partners Consortium Partners: documentation related to the Procedure; if our Offer is selected - the name of the selected Bidder/Consortium, a summary of our Offer, including the Commercial Offer; if our Offer is not selected - a summary of the Commercial Offers of the non-selected Bidders excluding the names of the non-selected Bidders; a draft of contract excluding information on contractual penalties.

II. APPENDICES to FORMAL PROPOSAL

<p>Appendix F1</p>	<p>Extract from the National Court Register (KRS) or a certificate of entry to the Central Registration and Information on Business register (CEIDG) or other respective commercial register of companies.</p> <p><i>Notice:</i></p> <ul style="list-style-type: none"> • <i>In the case of a consortium of Bidders, the document must be submitted by each Bidder.</i>
<p>Appendix F2</p>	<p>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 KRS or another register, and a list of contact persons (with contact phone numbers) authorised to</p>

	<p>update the bid and to exchange correspondence on behalf of the bidder through the CONNECT system.</p> <p><u>Notice:</u></p> <ul style="list-style-type: none"> • <i>In the case of a consortium of Bidders, the document must be submitted by each Bidder.</i>
Appendix F3	<p>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</p> <p><u>Notice:</u></p> <ul style="list-style-type: none"> • <i>In the case of foreign entities (other than Polish), such documents are not required.</i> • <i>In the case of a consortium of Bidders, the document must be submitted by each Bidder.</i> • <i>The documents must be issued not later than 3 months before the deadline for submitting proposals.</i>
Appendix F4	<p>A certificates on the absence of arrears in tax payments and Social insurance contributions, issued for the Bidder or all entities comprising the consortium.</p> <p><u>Notice:</u></p> <ul style="list-style-type: none"> • <i>In the case of foreign entities (other than Polish), such documents are not required.</i> • <i>In the case of a consortium of Bidders, the document must be submitted by each Bidder.</i> • <i>The documents must be issued not later than 3 months before the deadline for submitting proposals.</i>
Appendix F5	<p>Financial data authorised by persons authorised to represent the Bidder relating to the Bidder's financial reliability in accordance with the principles set out in the Appendix No. 8</p> <p><u>Notice:</u></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>
Appendix F6	<p>Filled and signed Declaration of the BENEFICIAL OWNER 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><u>Notice:</u></p> <ul style="list-style-type: none"> • <i>In the case of a consortium of Bidders, the document must be submitted by each Bidder.</i>
Appendix F7	<p>A copy of the Consortium Agreement (in the case of a Bidder constituting a consortium of companies).</p>

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 may 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:

Comment to a consortium of Bidders applying for the award of procurement:

Bidder applying for the award of procurement as a consortium must submit one "proposal" document prepared according to this template. It is signed by the lawful attorney (Consortium Leader) or by all of the Bidders in the consortium. The status of representation of the Bidders applying as a consortium and the method of submitting statements in the preliminary proposal must be expressly stated in the letter of attorney.

Appendix No. 2 - TECHNICAL OFFER

BIDDER:

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Bidder's name, registered office, address

In response to the Request for Proposal announced by ORLEN S.A. for the project titled: „**Feasibility study of the CO2 transmission system**” we hereby submit the proposal complying with the requirements of the Request for Proposal.

I. DECLARATION – 0/1 CRITERIA to TECHNICAL PROPOSAL

- 1.1. Declaration of performance of the full scope of works according to the RFP.
- 1.2. Declaration by the contractor or his subcontractors of knowledge of the legal regulations in force in Poland necessary to perform the scope of work.
- 1.3. Presentation of framework schedule according to the RFP requirements for performance of Feasibility Study. Confirmation of implementation of the Feasibility Study in the time-frame specified in the Price Picture.
- 1.4. Presentation of the offer in a descriptive form in accordance with Appendix No. 5 – Scope of Work.
- 1.5. Presentation of at least two references from last 8 years (confirmed by external references or by presenting the final acceptance report of the works), in the scope of performance of Feasibility Study or Engineering in refining, petrochemical, chemical or gas industry and concerning the infrastructure of energy or process utilities.
- 1.6. Presentation of at least one references from last 8 years (confirmed by external references or by presenting the final acceptance report of the works), in the scope of performance of Feasibility Study or Engineering for the field of long-distance pipelines with a length exceeding 30 km and nominal diameter DN200.
- 1.7. Presentation of at least two references from last 5 years (confirmed by external references or by presenting the final acceptance report of the works), in the scope of performance of Feasibility Study or Engineering for pipeline infrastructure projects implemented in European Union Member States or the Schengen area.
- 1.8. Presentation of a list of any subcontractors with the scope of work to be outsourced to them if the contract is concluded with percentage shares. In case of indicated subcontractors, the presentation of their references in scope of subcontract is required (according to the **Appendix T1**- List of subcontractors) References of the subcontractor are not taken when evaluating the offer.
- 1.9. Presentation of project team organizational chart and list of key members of project team dedicated to performance of Feasibility Study with indication of: job position, specialization, permissions/certificate, the length of seniority. In case of participation of subcontractors, it is required to mark their members in structure of project team (according to the **Appendix T3** - Key members list).
- 1.10. Declaration of participation in the organizational structure of the project team dedicated to carrying out the Feasibility Study of Polish-speaking members who can contact administrative bodies.
- 1.11. Confirmation of guarantee period for documentation – Feasibility Study – 36 months.
- 1.12. Confirmation of submitting along with the works results the completed Annex No. 5 to the Scope of work, which is a summary of data regarding financial analyses. ORLEN will provide a draft of Annex No. 5 after signing the NDA. The final form of the Annex No. 5 will be agreed with the contractor no later than on Kick-off meeting.
- 1.13. Confirmation of the template of the contract.

II. Scoring criteria (max 40%) - References:

1. Presentation more than two references from last 8 years (confirmed by external references or by presenting the final acceptance report of the works), in the scope of performance of Feasibility Study or Engineering in refining, petrochemical, chemical or gas industry and regarding the infrastructure of energy or process utilities.
2. Presentation of at least one references from last 8 years (confirmed by external references or by presenting the final acceptance report of the works), in the scope of performance of Feasibility Study or Engineering for the field of long-distance pipelines with a length exceeding 30 km used to transport carbon dioxide.

NOTE: The number of references will have impact on the number of points obtained. The Bidder who presents more references, will obtain higher score.

III. Appendices:

Appendix T1	LIST OF SUBCONTRACTORS - in accordance with point 1.8 of the TECHNICAL OFFER - Criterion 0/1
Appendix T2	REFERENCES - in accordance with point 2 of the TECHNICAL OFFER – Scored criterion
Appendix T3	KEY MEMBERS LIST - in accordance with point 1.9 of the TECHNICAL OFFER - Criterion 0/1

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

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Date:

Comment to a consortium of Bidders applying for the award of the Contract:

Bidders applying for the award of procurement as a consortium must submit one "OFFER" document prepared according to this template. It is signed by the lawful attorney (Consortium Leader) or by all of the Bidders in the consortium. The status of representation of the Bidders applying as a consortium and the method of submitting statements in the preliminary proposal must be expressly stated in the letter of attorney.

NOTICE: Appendices basing on the original version of the Request for Proposal with completed Bidder's data and information in indicated slots – only comments entered in the document tracking mode will be accepted. A proposal submitted against the above specified order may be returned to be supplemented or may be rejected. The Bidder may enclose additional appendices to the obligatory appendices set forth in RFP. Appendices may be enclosed to the TECHNICAL OFFER, maintaining the order according to their numbering, properly marked in order to ensure fact and unobstructed reference to particular appendices.

Appendix No. 3 - COMMERCIAL OFFER

BIDDER:

.....
.....
.....

Bidder's name, registered office, address

In response to a Request for Proposal announced by ORLEN S.A. for the award of procurement under investment project titled „**Feasibility study of the CO2 transmission system**” we hereby submit a proposal complying with the requirements of the Request for Proposal and we hereby declare that this proposal was drawn up for the entire Scope of Works and deliveries related to the completion of the subject of procurements, as stipulated in this Request for Proposal.

I. DECLARATION – 0/1 CRITERIA to COMMERCIAL PRICE PROPOSAL

- 1.1. We declare to indicate a maximum amount of total remuneration (for all works covered by the scope RFP) in accordance with **Appendix H1 Price Picture** filled in in the form of a PDF file (signed by an authorized person) and in an editable version.
- 1.2. We accept that the remuneration will be paid adequately to the scope that was actually performed and confirmed by signed final acceptance protocol. The SCOPE OF WORK can be limited after the COMPANY's decision (in written form sent via email).

Please note: All additional costs (e.g. travel and accommodation costs, diet, COVID tests, translation costs - if required by CONTRACTOR, etc.) are included in the lump-sum for each scope.

- 1.3. We accept a 45-day invoice payment term, counted from the date of receipt of a correctly issued invoice with an acceptance protocol

Notes:

The Bidder acknowledges and accepts that the selected attachments to the Contract will be in electronic form.

The list of attachments in electronic form will be provided to the Bidder before signing the Contract, via the Connect Purchasing Platform ("Questions / Answers" section).

The Ordering Party reserves the right to present the same price picture to each Bidder, taking into account the updated settlement method of work. All the above based on the results of the commercial proposals received.

II. Scoring criteria (max 60%) - PRICE:

In response to a Request for Proposal announced by ORLEN S.A. for the award of procurement under investment project titled „**Feasibility study of the CO2 transmission system**” we submit an offer with a price in accordance with the requirements of the RFP and declare that this Offer has been prepared for the entire Scope of Works and amounts to:

Maximum Price: EUR *) (in words:)

* the Ordering Party will not accept OFFER in PLN.

III. Appendices:

Appendix H1	Price Picture – filled in in the form of a PDF file (signed by an authorized person) and in an editable version (according to Appendix No. 5)
Appendix H2	Template of the Contract - after verification / acceptance of the entries by the Bidder

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

Date:

Notice:

Bidders applying for the award of procurement as a consortium must submit one “offer” document prepared according to this template. It is signed by the lawful attorney (Consortium Leader) or by all of the Bidders in the consortium. The status of representation of the Bidders applying as a consortium and the method of submitting statements in the preliminary proposal must be expressly stated in the letter of attorney.

APPENDIX No. 4A - Information clause for members

Information clause for members of corporate bodies, proxies, representative of the Tenderer/Contractor/Mandatar/Contracting Party/Supplier* and employees or associates who are contact persons or employees or associates who cooperate with Tenderer/Contractor/Mandatar/Contracting Party/Supplier 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)

*Delete inappropriate words **Enter the name of the Tenderer/Contractor/Mandatar/Contracting Party

1. ORLEN S.A. with its registered office in Plock, ul. Chemików 7 (“ORLEN S.A.”) informs that its the controller of your personal data. Contact phone numbers to the controller: (24) 256 00 00, (24) 365 00 00, (22) 778 00 00.
2. You can contact the Data Protection Officer in ORLEN S.A. by e-mail to: daneosobowe@orlen.pl. You can also contact the Data Protection Officer in writing to the address of the registered office of ORLEN S.A., indicated in item 1, with additional information “Inspektor Ochrony Danych” (Data Protection Officer). Contact details of the Data Protection Officer are also available in the "Contact" tab at www.orlen.pl.
3. Your personal data, provided to ORLEN S.A. by**, an entity cooperating with ORLEN S.A. or intends to cooperate with ORLEN S.A., 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.
4. Your personal data may be processed by ORLEN S.A., depending on the type of cooperation, for the following purposes:
 - a) performance of the agreement concluded with ORLEN S.A., 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 S.A., 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 S.A. or between ORLEN S.A. and the entity indicated in item 3.
 - c) fulfilment of legal obligations imposed on ORLEN S.A., 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.
5. The legal grounds for the processing by ORLEN S.A. of your personal data, depending on the type of cooperation, for the purposes defined in Section 4 above include:
 - a) legally justified interest of ORLEN S.A. (pursuant to Article 6(1)(f) of the GDPR) in order to enable correct and effective performance of the agreement concluded between ORLEN S.A. 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 S.A.
6. The scope of personal data processed by ORLEN S.A. 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.
7. Your personal data may be disclosed by ORLEN S.A. 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.
8. Your personal data are processed for the period necessary for implementation of legitimate interest of ORLEN S.A. 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.
9. 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 S.A. 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@orlen.pl or in writing to the address indicated in item 1 with additional information „Inspektor Ochrony Danych”.
10. You may file a complaint with the President of the Personal Data Protection Office.

Appendix No. 4B

Information clause for the Tenderer/Contractor/Mandatory/Contracting Party being a natural person conducting economic activity, including a partner of a civil-law partnership

1. ORLEN S.A. with its registered office in Płock, ul. Chemików 7 hereby informs that its the controller of your personal data. Contact phone numbers to the controller: (24) 256 00 00, (24) 365 00 00, (22) 778 00 00.
2. You can contact the Data Protection Officer in ORLEN S.A. by e-mail to: daneosobowe@orlen.pl. You can also contact the Data Protection Officer in writing to the address of the registered office of ORLEN S.A., indicated in item 1, with additional information “Inspektor Ochrony Danych” (Data Protection Officer). Information on the Data Protection Officer is also available at the www.orlen.pl in the tab “Contact”.
3. Your personal data are processed for the following purposes:
 - a) establish cooperation, conclusion and performance of the agreement to which you are a party,
 - b) fulfilment of the legal obligations of ORLEN S.A. under the legal provisions, in particular the obligations under tax and accounting law, the obligations of the obliged institution under the Prevention of Money Laundering and Financing, the obligations related to prevent fraud and irregularities related to anti-corruption laws or other provisions result from the specificity of the Agreement,
 - c) verification of data correctness and timeliness, the reliability of business partners of ORLEN S.A. or persons related to the contractor, including business history research, legal and financial situation to protect the economic and legal interests of ORLEN S.A.,
 - d) care for security of ORLEN S.A against fraud and irregularities regarding anti-corruption, including fraud detection and prevention, preventing conflicts of interest in business processes, maintaining high ethical standards,
 - e) establishing or maintaining business relationships, including appropriate correspondence or telephone contact,
 - f) conducting internal business analyses related to servicing contractors, terms of current business cooperation or the possibility of its development,
 - g) handling, pursuing and defence of claims,
 - h) marketing of own products or services ORLEN S.A.
4. The legal grounds for the processing by ORLEN S.A. of your personal data for the purpose defined in item 3 above include:
 - c) conclusion and performance of the Agreement and taking action on demand of a person whose data is being processed prior to the conclusion of the Agreement (in compliance with Article 6(1)(b) of the GDPR) for the purposes defined item 3 point a,
 - d) fulfilment of legal obligations imposed on ORLEN S.A. (in compliance Article 6(1)(c) of the GDPR) to ensure compliance with the law, regulations and sectoral guidelines,
 - e) legitimate interest of ORLEN S.A. (in compliance with Article 6(1)(f) of the GDPR), for the purposes indicated in item 3 point c-h.
5. Your personal data comes directly from you or publicly accessible registers (the National Court Register, the Central Register and Information on Economic Activity and other), the Internet pages kept by you for the purposes of business activity and from entities implementing on behalf of ORLEN S.A. services for the development and delivery of economic information in digital form in order to supplement / update data or verify it.
6. Your personal data may be disclosed by ORLEN S.A. to entities cooperating with it (recipients) in the performance of the Agreement, companies from the ORLEN Capital Group in the event that it is necessary to achieve the purposes of processing referred to in item 3, entities providing IT services, services in the scope of invoicing, settlement of liabilities, delivery of correspondence and shipments, advisory service, legal services, debt recovery services, archiving services and personal and property protection services.
7. The provision of personal data is voluntary but necessary for the establish cooperation, conclude and perform of the Agreement and achieve the purposes set out in item. 3 above.
8. Your personal data processed under the Agreement shall be stored for the duration of the Agreement. After this period, ORLEN S.A. will store your personal data, if ORLEN S.A. is obliged by law, for the period specified by law and in order to protect our legitimate interests, until the expiry of mutual claims arising from the Agreement. In the case of data processing on the basis of a legitimate interest, the data are processed for or a period enabling the implementation of this interest or submit an effective objection to data processing.
9. 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 data portability,
 - the right to object, in the event your personal data are processed by ORLEN S.A. 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@orlen.pl or in writing to the address indicated in item 1 with additional information „Inspektor Ochrony Danych”.
10. You have the right to file a complaint with the President of the Office for Personal Data Protection.

APPENDIX No. 4C - MAR Clauses INFORMATION NOTE

Regarding disclosure requirements of public company

ORLEN S.A. 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 S.A. informs the other party of the agreement that as a result of performing its tasks for ORLEN S.A., it has an access to the inside information within the meaning of MAR Regulation, and 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 No. 4D - 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 2.1 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. 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 No. 4F – Anti-corruption Clause

1. Each of the Parties certifies that, in connection with performance hereof, it shall exercise due diligence and shall comply with all legal provisions applicable to the Parties as regards the prevention of corruption, issued by competent authorities in Poland and in the territory of the European Union, both directly and while acting through business entities controlled by or affiliated with the Parties.
2. Each Party declares that it has implemented procedures for the prevention of corruption and conflict of interests.
3. Each of the Parties additionally certifies that, in connection with performance hereof, they shall comply with all requirements and internal regulations applicable to the Parties as regards standards of ethical conduct, prevention of corruption, settlement of transactions, costs and expenses in compliance with the law, conflict of interests, giving and accepting gifts and anonymous reporting and clarification of irregularities, both directly and while acting through business entities controlled by or affiliated with the Parties.
4. The Parties guarantee that, in connection with the conclusion and performance hereof, neither of the Parties and none of their owners, shareholders, stockholders, members of the management board, directors, employees, subcontractors and no other person acting on their behalf have made, proposed, promised to make or will propose to make or authorise any payment or another transfer constituting a financial benefit or any other benefit, either directly or indirectly, to any of the following:
 - (i) any member of the management board, director or another employee or agent of a Party or any business entity controlled by or affiliated with the Parties,
 - (ii) a public official understood as a natural person performing a public function within the meaning granted to this term in the legal system of a country in which the present Agreement is performed or in which registered offices of the Parties or any business entity controlled by or affiliated with the Parties are located;
 - (iii) any political party, member of a political party or candidate for a post in a state office;
 - (iv) any agent or intermediary in exchange for payment to any of the aforementioned; and
 - (v) any other person or entity – in order to obtain their decision, influence, or actions which may result in any privilege inconsistent with the law or for any other improper purpose, if the said action is or would be in breach of legal provisions on the prevention of corruption, issued by competent authorities in Poland and in the territory of the European Union, both directly and while acting through business entities controlled by or affiliated with the Parties.
5. The Parties are under an obligation to immediately inform each other about each and every case of a breach of provisions laid down in this anti-corruption clause. At a written request of one of the Parties, the other Party shall provide information and answers to justified questions concerning the performance of this Agreement, to the extent compliant with the provisions of this anti-corruption clause.
6. Each of the Parties certifies that during the period of performance of this Agreement, it shall enable each person acting in good faith to report breaches of law via electronic mail to the address: naruszenieprawa@orlen.pl or by phone: +48 800 322 323 – without caller identification.
7. In case where it is suspected that corrupt actions may have been committed in connection with or for the purpose of performance of this Agreement by any representatives of any Party, the Parties shall cooperate in good faith to clarify the circumstances pertaining to potential corrupt actions.



Request for Proposal No. PKN/2/001565/24
 as part of the procurement procedure entitled:
 „Feasibility study of the CO2 transmission system”

Appendix F6
BENEFICIAL OWNER 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 state of registration
B	The name of relevant register (eg. commercial register)
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	

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 S.A. (hereinafter: ORLEN S.A.). I undertake to transfer on behalf of ORLEN S.A. 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 *

Delete as necessary

Annexes:

Annex 1 - Information clause

Annex 2 - Explanations to the Beneficial Owner Statement

Annex 1 do the Beneficial Owner Statement - Information clause

11. ORLEN S.A. with its registered office in Płock, ul. Chemików 7 (“ORLEN S.A.”) hereby informs that is the controller of your personal data. Contact phone numbers to the controller: (24) 256 00 00, (24) 365 00 00, (22) 778 00 00.
12. You can contact the Data Protection Officer in ORLEN S.A. by e-mail to: daneosobowe@orlen.pl. You can also contact the Data Protection Officer in writing to the address of the registered office of ORLEN S.A. indicated in item 1 with additional information „Inspektor Ochrony Danych“ (Data Protection Officer). Information on the Data Protection Officer is also available at www.orlen.pl/en in the tab „Contact“.
13. Your personal data is processed for the following purposes:
- undertaking activities in order to establish cooperation and conclude and perform the agreement with a party for which you are the Beneficial owner,
 - fulfilment of the legal obligations of ORLEN S.A., in particular:
 - obligations of an obliged institution resulting from the Act of 1 March 2018 on counteracting money laundering and terrorist financing ("AML Act")
 - resulting from tax regulations, including those related to the obligation to provide tax authorities with information on tax schemes,
 - verification of the correctness and timeliness of your data and your reliability in order to protect the economic and legal interests of ORLEN S.A., in particular by verifying the existence of your data on sanction lists.
 - handling, pursuing and defence of claims.
14. The legal grounds for the processing by ORLEN S.A. of your personal data for the purpose defined in Section 3 above include:
- conclusion and performance of the agreement (in compliance with Article 6(1)(b) of the GDPR) for the purposes defined item 3 point a,
 - fulfilment of the legal obligations (in compliance with Article 6(1)(c) of the GDPR) imposed on ORLEN S.A. for the purposes defined item 3 point b,
 - legitimate interest of ORLEN S.A. (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 S.A. interests (economic, image and legal) when concluding and continuing business relations and handling, pursuing and defence of claims.
15. Your personal data submitted to ORLEN S.A. by you personally or by a person/people authorised to act on behalf of the Customer i.e. entity providing services to ORLEN S.A. 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.
16. Your personal data may be disclosed by ORLEN S.A. 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.
17. 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.
18. 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 S.A. 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@orlen.pl or in writing to the address indicated in item 1 with additional information „Inspektor Ochrony Danych”.
19. You have the right to file a complaint with the President of the Office for Personal Data Protection.

Annex 2 do 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, including:

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:
 - 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.

LIST OF SUBCONTRACTORS

1. Bidder anticipates involvement of the following subcontractors *

Please specify the Scope of works to be allocated to the Subcontractors

No.	Subcontractor (name, address)	Outsourced material scope	Percentage share of outsourced works	Experience of subcontracting scope
1				
2				
3				
4				
...				

.....
date

.....
Bidder's signature and stamp
(persons authorised to submit statements of will)

2. Bidder does not provide for the participation of subcontractors *

We declare that we will carry out the works covered by this RFP ourselves without subcontracting any works.

.....
date

.....
Bidder's signature and stamp
(persons authorised to submit statements of will)

* Complete the appropriate part of the form