

Police, 23.02.2021

TERMS OF REFERENCE (TOR)

TENDER № GSU/25/2021

regarding:

“Purchase and delivery of burners with top covers and a new catalyst charge for secondary reformers installed at the Ammonia Plant in GA Police”

for:

Grupa Azoty Zakłady Chemiczne „Police” S.A.

ul. Kuźnicka 1

72-010 Police

NIP [VAT-number]: 851-02-05-573;

Registry Court: District Court Szczecin-Centrum, 13th Commercial Division of the National Court Register;

KRS: 0000015501; BDO:000016847

Share capital: 1 241 757 680,00 PLN, paid up in full

The procedure is carried out based on Unified Regulations of Order Placing in Grupa Azoty S.A. Corporate Group (Disposition № 11/2017 of the President / CEO of Grupa Azoty Zakłady Chemiczne “Police” S.A.). The entity carrying out the procedure is Grupa Azoty Zakłady Chemiczne “Police” S.A. The procedure is not subject to the Public Procurement Act of September 11th, 2019, as well as to protests or appeals.

These Terms of Reference consist of:

Part I	Material Terms of the Order
Part II	General Terms and Conditions of Participation to the Tender
Part III	a) General Rules for Execution of Contracts b) Draft Contract (+ Appendices A-D)
Part IV	Detailed Description of the Subject Matter of the Order

Approved by:

.....

.....

PART I

MATERIAL TERMS OF THE ORDER

Caution:

Part I of the Terms of Reference includes provisions that are special and exceptional in regard to other Parts of the TOR. Unless the very Part I of the TOR stipulates otherwise, provisions hereof shall prevail over provisions of other parts of the TOR, in particular in the event of discrepancies between them. Explanation of all definitions used in TOR is included in Part IV of the TOR.

For the needs of this tender, the following provisions of the Part II shall be excluded, regarding:

- tender deposit (Part II of the TOR, item 4.7.),

A. Subject Matter of the Order

The subject matter of the order shall be design, purchase and delivery of two burners with top covers, new catalyst charge for two secondary reformers operating in the synthesis gas production plant, which is part of ammonia production plant and supervision over works performed on the installation.

The ammonia production technology used in Grupa Azoty Zakłady Chemiczne "Police" S. A. is based on classic two-stage steam reforming of natural gas with stoichiometric amount of process air, two-stage conversion of carbon monoxide, removal of CO₂ in the Benfield system, methanation of residual amounts of CO₂ and CO and catalytic synthesis of ammonia with recirculation of synthesis gas. The plant, which was designed under licence from the Danish company Haldor Topsøe and started up in 1984, consists of two identical production lines, each with a designed capacity of 750 MTPD. Thanks to the process upgrade, the actual maximum capacity has been increased to 950 MTPD.

Grupa Azoty Zakłady Chemiczne "Police" S.A. intend to produce ammonia with the use of hydrogen stream in the amount of 2015 kg/h, originating from Polyolefins installation. Hydrogen shall be introduced to the installation before methanation.

Each secondary reformer (afterburner) 11 / 12B302 will have to be adapted to the operating parameters with variable supply of hydrogen (Variants I and II) as well as to the operating parameters in the base conditions, i.e. without hydrogen from the Polyolefin installation.

B. Detailed Terms and Conditions of the Order

Detailed terms and conditions of the order have been described in Part IV of the TOR.

C. Variant and Substitute Bids

The Ordering Party shall **not approve** submitting variant bids.

The Ordering Party shall **not approve** submitting bids for substitutes.

D. Partial Bids

The Ordering Party shall **not approve** submitting partial bids.

E. Bid Evaluation Criteria

Submitted bids shall be evaluated based on the following criteria:

No.	Criteria		
	Name	Weight	Description
1	Price	50%	Scoring will be mathematically calculated according to the formula: $C_{min} / C_{of} \times 100$ where: C _{of} - price given in the examined offer C _{min} - the price given in the cheapest offer of not rejected bids. Ordering Party requires a price to be expressed in EURO (EUR). Scoring will be calculated mathematically by comparing the price of the examined bid to the price of the cheapest bid of all not rejected bids. A maximum of 100 points may be obtained by the Bidder, i.e. its maximum score after weighing the scores for this criterion may be 50.

No.	Criteria		
	Name	Weight	Description
2	References for the manufacture and supply of burners for second stage reformers working on installations producing synthesis gas for the production of ammonia.	10%	<p>The Ordering Party understands the experience related to the manufacture and delivery of burners as the performance of works identical to the Subject Matter of the Order in a similar price in the last 10 years before the deadline for submitting bids.</p> <p>Scoring will be awarded after examining the content of the bids. The Ordering Party will accept the following documents as references: letters of recommendation (reference), statements of the tenderer's contractors confirming the correct performance of the contract.</p> <p>Bids without proper references will not be considered.</p> <p>Scoring will be awarded after examining the content of the bids. The points are awarded as follows:</p> <ul style="list-style-type: none"> • 1 reference: 0 points; • 2 references: 25 points; • 3 references: 50 points; • 4 references: 75 points; • 5 references and above: 100 pts. <p>A maximum of 100 points may be obtained by the Bidder, i.e. its maximum score after weighing the scores for this criterion may be 10.</p>
3	References for the manufacture and supply of the catalyst for the second stage reformers working on installations producing synthesis gas for the production of ammonia.	7%	<p>The Ordering Party understands the experience related to the manufacture and supply of the catalyst as the performance of works identical to the Subject Matter of the Order in a similar price in the last 10 years before the deadline for submitting bids.</p> <p>Scoring will be awarded after examining the content of the bids. The Ordering Party will accept the following documents as references: letters of recommendation (reference), statements of the tenderer's contractors confirming the correct performance of the contract.</p> <p>Bids without proper references will not be considered.</p> <p>Scoring will be awarded after examining the content of the bids. The points are awarded as follows:</p> <ul style="list-style-type: none"> • 1 reference: 0 points; • 2 references: 25 points; • 3 references: 50 points; • 4 references: 75 points; • 5 references and above: 100 pts. <p>A maximum of 100 points may be obtained by the Bidder, i.e. its maximum score after weighing the scores for this criterion may be 7.</p>
4	Completion deadline	15%	<p>Scoring will be mathematically calculated according to the formula: $\text{Trmin} / \text{Trmf} \times 100$ where: Trmf - completion date for the examined offer Trmin - the completion date for this offer from among the not rejected bids, for which this deadline is the shortest.</p> <p>The Ordering Party requires the completion date in weeks from the moment of mutual signature of the contract for the performance of the Subject Matter of the Order.</p> <p>To calculate this criterion, the Ordering Party will use the longest delivery date indicated by the Bidder in Annex 6 to the TOR "COMMERCIAL OFFER / LIST OF PRICES" pt. 5.</p> <p>A maximum of 100 points may be obtained by the Bidder, i.e. its maximum score after weighing the scores for this criterion may be 15.</p>

No.	Criteria		
	Name	Weight	Description
5	Warranty period for CATALYSTS	8%	Scoring will be mathematically calculated according to the formula: $OK_{gof} / OK_{gmax} \times 100$ where: OKgof - the warranty period for CATALYSTS for the examined offer OKgmax - the warranty period for CATALYSTS for this offer from among the not rejected bids, for which this period is the longest. The Ordering Party requires the warranty period for CATALYSTS in months from the moment mutual of signing the relevant partial acceptance protocol. A maximum of 100 points may be obtained by the Bidder, i.e. its maximum score after weighing the scores for this criterion may be 8.
6	Warranty period for BURNERS	10%	Scoring will be mathematically calculated according to the formula: $OK_{gof} / OK_{gmax} \times 100$ where: OKgof - the warranty period for BURNERS for the examined offer OKgmax - the warranty period for BURNERS for this offer from among the not rejected bids, for which this period is the longest. The Ordering Party requires the warranty period for BURNERS in months from the moment mutual of signing the relevant partial acceptance protocol. A maximum of 100 points may be obtained by the Bidder, i.e. its maximum score after weighing the scores for this criterion may be 10.

F. Completion Deadline

Required completion deadline:

- Delivery of delivery of burners with top covers and catalyst for two secondary reformers technological line A and B: until 31 March 2022.

G. Site Inspection

The Ordering Party **allows** carrying out a site inspection.

The Ordering Party sets out the following rules for the organization of the site inspection:

- 1) In each case, the condition enabling the site inspection is to provide the Representatives of the Ordering Party indicated in this point with a confidentiality clause signed by legally authorized Representatives of the Bidder (Appendix No. 5).
- 2) Site inspections take place on weekdays from 08:00-14:00.
- 3) The date of the site inspection should be agreed with the Ordering Party Representatives listed below by sending an e-mail to the addresses below.
- 4) The subject of the message should include: "(Purchase and delivery of burners with top covers and new catalyst charge for secondary reformers) site inspection - name of the company concerned".
- 5) The content of the message should:
 - propose the dates of the site inspection - 2-3 dates falling on working days; the proposed dates of the site inspection may not be later than 8 days before the scheduled date of submission of bids.
 - provide data of persons (name, surname, function) who will be present on the vision by the interested company - no more than 2 persons from the Bidder, in compliance with the sanitary regime.
- 6) The Representatives of the Ordering Party authorized to provide information during the site inspection are the following persons:
 - Józef Rapcewicz telephone number +48 913172820, mobile phone: +48 519 501 416, e-mail: jozef.rapcewicz@grupazoty.com
 - Eugeniusz Paprocki telephone number: +48 91 317 1779, mobile phone: +48 519 501 480, e-mail: eugeniusz.paprocki@grupazoty.com
- 7) Conducting a site inspection before preparing the offer should be confirmed with a note signed by both parties, constituting Appendix No. 4 to the TOR.

- 8) The Bidder who of its own free will did not carry out a site inspection is obliged to provide a signed declaration in accordance with the representation of the entity applying for the order, under the pain of nullity of the offer, containing the following entry in its content: "(SELLER - company name) declares that he knows the condition of the installation, guarantees that the Subject Matter of the Contract shall be properly performed and does not make any comments or reservations in this regard. Not carrying out a site inspection shall not be an argument about the lack of knowledge in this area in the future "

H. Tender Deposit

The Ordering Party shall **not require** submitting a tender deposit.

I. Contract Performance Security

The Ordering Party shall **require** submitting a security for the performance of the contract and for the claims under guarantee and the statutory warranty in the amount of 10% of the total lump sum remuneration for the performance of the Subject Matter of the Order in the form of a deposit or a bank (insurance) unconditional and irrevocable guarantee, payable on the first demand, valid until the thirtieth day after the expiration of the warranty and statutory warranty period.

J. Ordering Party's Representatives

- Any and all correspondence and exchange of information regarding the tender shall be carried out through the Grupa Azoty's Purchasing Platform.
- The Ordering Party's Representative(s) in the field of the Contract performance shall be person(s) whose name(s) are indicated in the Contract concluded with the Contractor.

K. List of Appendices to the TOR

The following documents constitute appendices to the TOR:

№	Mark	Appendix Name
1.	Appendix No. 1	Bid Form
2.	Appendix No. 3	List of Performed Orders
3.	Appendix No. 4	Notification / Confirmation of the Site Inspection
4.	Appendix No. 5	Confidentiality Clause
5.	Appendix No. 6	Commercial Terms / Price List

L. The Ordering Party requires the following documents to be enclosed to a bid:

Comments:

- a. item 7: the Bidder submits the power of attorney only when the authorization to sign the bid does not result directly from the excerpt from the relevant register or from the certificate of entry in the business register submitted in the bid.
- b. item 8: descriptive part of the bid shall include information regarding the manner of performance of the order, technical conditions and parameters, etc. - with respect to the nature of the tender - in the scope enabling the Ordering Party to verify the fulfillment of the substantive requirements presented in the Terms of Reference. The Bidder will provide a detailed description of the proposed solutions, characteristic values, guaranteed parameters and characteristics of the devices, along with the assumption drawings.
- c. item 11: failure to submit up-to-date Quality Management System Certificates shall not constitute a basis to reject the bid;
- d. item 15: failure to submit documents shall not constitute a basis to reject the bid;
- e. items 16, 19: documents shall be issued not earlier than 3 months prior to the deadline for bidding;
- f. item 17: the document is not required, as long as the NIP number is confirmed in another submitted official document (e.g. excerpt / excerpt from the National Court Register, official confirmation of

registration as a VAT taxpayer, certificate issued by the tax office or the Social Insurance Institution, etc.).

- g. items 22-24: should obtaining relevant documents be not possible, the Ordering Party shall require submitting a statement issued under pain of civil and criminal liability.

No	Document Name
<i>PART 1: DOCUMENTS SUBMITTED BY ALL BIDDERS</i>	
1	<input checked="" type="checkbox"/> Bid Form (Appendix № 1 to the TOR)
2	<input type="checkbox"/> List of Persons Who Would Participate in the Execution of the Order (Appendix № 2 to the TOR)
3	<input checked="" type="checkbox"/> List of Performed Orders (Appendix № 3 to the TOR) together with documents confirming the correct completion of these services / works
4	<input checked="" type="checkbox"/> Confirmation of the Site Inspection (Appendix № 4 to the TOR)
5	<input checked="" type="checkbox"/> Confidentiality Clause (Appendix № 5 to the TOR)
6	<input checked="" type="checkbox"/> Price List (Appendix № 6 to the TOR)
7	<input checked="" type="checkbox"/> Relevant power of attorney document(s) - if the authorization to sign the bid cannot be derived directly from a suitable commercial register extract enclosed to the bid
8	<input checked="" type="checkbox"/> Descriptive part of a bid
9	<input checked="" type="checkbox"/> Cost calculation by separate price portions
10	<input checked="" type="checkbox"/> List of services rendered by the Bidder, list of authorizations and certificates owned by the Bidder and other information confirming the Bidder's potential
11	<input checked="" type="checkbox"/> Copies of up-to-date Quality Management System Certificates
12	<input checked="" type="checkbox"/> Information issued by a bank or a cooperative savings and credit union
13	<input checked="" type="checkbox"/> Paid up third party insurance policy or other document confirming the insurance
14	<input type="checkbox"/> Confirmation of the submission of a tender deposit together with an indication of a bank account to which the deposit should be returned
15	<input checked="" type="checkbox"/> Other documents necessary for the correct performance of the subject matter of the order (at the Bidder's discretion)
<i>PART 2: DOCUMENTS SUBMITTED BY POLISH BIDDERS ONLY</i>	
16	<input checked="" type="checkbox"/> Up-to-date extract or certificate from a suitable commercial register
17	<input checked="" type="checkbox"/> Confirmation of obtaining the taxpayer's identity number
18	<input checked="" type="checkbox"/> Confirmation of registering as a VAT payer or respective representation of the Bidder
19	<input checked="" type="checkbox"/> Up-to-date certificate issued by a respective Tax Office and a respective branch of the Social Insurance Company or Farmer's Social Insurance Fund
<i>PART 3: DOCUMENTS SUBMITTED BY BIDDERS ACTING JOINTLY</i>	
20	<input checked="" type="checkbox"/> Document granting the power of attorney to represent Bidders in the tender or to represent them in the tender and sign the contract for the subject matter of the order
21	<input checked="" type="checkbox"/> Contract governing the cooperation of Bidders
<i>PART 4: DOCUMENTS SUBMITTED BY BIDDERS ACTING JOINTLY</i>	
22	<input checked="" type="checkbox"/> Documents issued in the Bidder's country of origin confirming that the Bidder is not subject to liquidation proceedings and was not declared a bankrupt
23	<input checked="" type="checkbox"/> Documents issued in the Bidder's country of origin confirming that the Bidder was not disqualified from applying for the contract
24	<input checked="" type="checkbox"/> Documents issued in the Bidder's country of origin confirming that the Bidder does not fall behind with payments of taxes, fees, social and health security contributions
25	<input checked="" type="checkbox"/> Information regarding the Bidder's tax residency and registry documents issued in the country of origin

M. Complementary Information

1. THE CONTENT OF THE BID AND THE REQUIREMENTS FOR THE BIDDERS

- 1) The Ordering Party requires all the documents indicated in point L above. If this requirement is not met, the Ordering Party may request the tenderer to remedy the deficiencies, and in the event of the Bidder's failure to comply with the above request, the offer may be rejected.

- 2) The Ordering Party does not allow modification of the content of Appendices 1, 5, 6 to TOR, except for the places intended for this purpose.
- 3) The Ordering Party does not allow the submission of statements in the content of the bid in any way that would change the content of Appendices 1, 5, 6 to the Terms of Reference and the content of the Terms of Reference, unless it has been previously approved by the Ordering Party. In the event of non-compliance by the Bidder with the above rule, the Ordering Party will accept as binding the content of the statements contained in Appendices 1, 5, 6 to the TOR, which means that in the hierarchy of documents making up the offer, the above-mentioned attachments should be considered leading - subject to the provisions of Part II point 16.2. Regardless of this, in the event of any discrepancies described above, the Ordering Party reserves the right to request the Bidder to confirm the content of the bid, and in the absence of such confirmation in accordance with the provisions of the above attachments to the TOR and the TOR itself - to exclude the bidder from the procedure.
- 4) Submitting the bid is tantamount to accepting the provisions of the TOR without reservations.
- 5) The prices quoted in the offer must be expressed in EUR.

2. QUESTIONS

- 1) Questions relating to the tender and the content of the Terms of Reference may be asked at the latest 10 days prior to the deadline for submitting bids only via the Grupa Azoty Purchasing Platform.
- 2) The Ordering Party allows the Bidders to submit comments to the draft Agreement, ie Part III of the Terms of Reference, in accordance with point 11.5. part II of the Terms of Reference. Comments may be submitted no later than 14 days prior to the deadline for submitting bids only via the Grupa Azoty Purchasing Platform.

3. DOCUMENTATION / TECHNICAL DRAWINGS

- 1) As part of Part IV of the Terms of Reference, the Ordering Party provides all Bidders with general technical documentation of the secondary reformer.
- 2) Additional documents, if available, will be made available to bidders at their request:
 - a) the request should be addressed to the Ordering Party by asking a question via the Purchasing Platform (as in paragraph 2 "Questions" above);
 - b) the request should be accompanied by:
 - signed declaration of confidentiality in accordance with the template constituting Appendix No. 5 to the TOR,
 - current excerpt from the register of entrepreneurs / business activity register, indicating the authorization of the persons signing the declaration to represent the bidder,
 - power of attorney to sign the declaration - in the event that the declaration has not been signed in accordance with the bidder's representation rules.
 - c) The contracting authority will provide documentation in response to the question, addressing it only to the requesting bidder - provided that the bidder provides all the above-mentioned required documents.
- 3) Ordering Party's additional reservations:
 - a) The Ordering Party reserves that the technical solution, trade names, business names, logos, trademarks presented in the attached technical drawing may be legally protected under the relevant acts.
 - b) The use or improper use of these markings or any elements of the drawing content without the consent of the owner of the economic copyrights may constitute a violation of the property rights of third parties.
 - c) However, the technical construction drawing provided in this tender procedure does not constitute a work within the meaning of Art. 1 of the Act of February 4, 1994 on copyright and related rights (i.e. Journal of Laws of 2017, item 880, as amended), because "it is not a work within the meaning of copyright law, which is only an application of even highly specialized technical knowledge, if its content is predetermined by objective technical conditions and requirements as well as the nature of the implemented (solved) technical problem (task)" (Judgment SA in Poznań, ACa 490/06) - the contracting authority provides this drawing only to enable the preparation of an offer it may not be used for any purpose other than the need to participate in these proceedings.

- d) The proposed technical solutions, presented in the offers submitted in these proceedings, must be patent pure and may not infringe the rights of third parties in any way. The Bidder is obliged to attach to the offer a statement on this subject.
- e) The proposed technical solutions, presented in the offers submitted in these proceedings, must be patent pure and may not infringe the rights of third parties in any way. The bidder is obliged to attach to the bid a statement on this subject.

4. CONCLUSION OF THE AGREEMENT

- 1) The Ordering Party stipulates that the conclusion of the Agreement requires internal corporate approvals from the relevant management bodies in accordance with the internal regulations in force at the Ordering Party.
- 2) If internal corporate consents are not obtained and the Agreement is not concluded, the Bidder who submitted the best bid shall not be entitled to any claims against the Ordering Party related to the submission of the Bid, in particular a claim for compensation or for the conclusion of the Contract.
- 3) After obtaining internal corporate approvals, the Ordering Party will notify the Bidder who submitted the most advantageous offer and will summon him to conclude the Contract.

**Appendix № 1 to the TOR
BID FORM**

Order name	Purchase and delivery of burners with top covers and a new catalyst charge for secondary reformers installed at the Ammonia Plant in GA Police
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ORDERING PARTY:
GRUPA AZOTY ZAKŁADY CHEMICZNE „POLICE” S.A.

BIDDER

This bid is submitted by ¹:

Bidder's Name:	
Registered Seat:	
NIP [Official Taxpayer's Number]:	
REGON [Official Statistical Number]:	
Telephone / fax:	
E-mail Address :	

CONTACT PERSON(S):

Name and Surname	
Address	
Telephone	
Fax	
E-mail Address	

I (we), the undersigned, represent that I(we):

- acknowledge terms and conditions of the tender as specified in these TOR, in particular TOR Part III constituting the General Rules for Execution of Contracts in Grupa Azoty Corporate Group / General Rules for Purchasing / Draft Contract² regarding this order.
- guarantee to process the order in whole according to the contents of the TOR, clarifications and modifications thereof.
- undertake to conclude the contract at a place and date as specified by the Ordering Party should my (our) bid be regarded the most favorable.
- submit this bid *[in my own name] / [as Bidders applying for the contract jointly]*³.
- none of the information included in the bid constitute the trade secret in the meaning of regulations regarding counteracting unfair competition / that the information listed below constitute the trade secret in the meaning of regulations regarding counteracting unfair competition and as such cannot be made available, in particular to other participants to the tender³:

№	Kind (name) of the information	Bid pages (in numbers)	
		from	from
1.			
2.			

¹ The Bidder shall form the table below depending on its personnel.

² At least one of the indicated documents is Part III of the Terms of Reference

³ The Bidder shall delete as appropriate

6. do not intend to subcontract any part of the order / intend to subcontract the following parts of the order ³:

№	Part of the order	Name of the subcontractor
1.		
2.		

7. I (we) meet the conditions for participation in the Tender Procedure and I am (we are) not subject to the exclusion based on the following items, as I am (we are) not:
- a. Bidder who, throughout the last three years prior to the commencement of the tender procedure, have done damage by not processing an order or by processing an order inappropriately and have not willfully compensated such a damage until the tender procedure commencement date unless the failure to perform or incorrect performance resulted from circumstances beyond the Bidder's control;
 - b. a Bidder under the liquidation proceedings or declared bankrupt;
 - c. a Bidder who is in arrears in payments of taxes, fees or social or health security contributions, except for cases when such a Bidder obtained a lawful exemption, deferral, payment in installments or suspension in full of the execution of decision of the competent authority;
8. members of governing bodies of our company, its owners, co-owners, partners, substantial share- or stockholders are not the Ordering Party's employees. In case of any changes in this field, I (we) undertake to promptly notify the Ordering Party about such event. Simultaneously, I (we) acknowledge that the false statement may result in rescinding the concluded contract for reasons attributable to ourselves with any and all contractual consequences.
9. I am (we are) not subject to exclusion from the present tender under the circumstances included in the Article 108 of the Public Procurement Law.
10. I (we) shall be bound with the submitted bid throughout the period of 120 days. The bid validity period shall start at the bid opening date.
11. I (we) assure the removal of defects throughout the warranty and statutory warranty period on a timely basis, which shall take no more than 14 days (unless the Parties agree otherwise) from the date of reporting the complaint in writing by the Ordering Party.
12. I (we) agree to process my (our) personal data by Grupa Azoty Zakłady Chemiczne "Police" S.A. with the registered seat in Police, 72-010, ul. Kuźnicka 1, Poland, for the purposes of the tender procedure.
13. I (we) acknowledge that:
- 13.1. providing of the data is voluntary. The basis for data processing is my (our) consent.
 - 13.2. the personal data controller is Grupa Azoty Zakłady Chemiczne "Police" S.A. with the registered seat in Police, 72-010, ul. Kuźnicka 1, Poland.
14. I (we) have read the GDPR disclaimer: <http://zchpolice.grupaazoty.com/ochrona-danych.html> and I (we) undertake to promptly make the GDPR disclaimer available to all persons whose personal data I (we) transfer under the said disclaimer.
15. I (we) have fulfilled disclosure requirements as provided for in Article 13 and/or Article 14 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (Official Journal of the European Union L 119 of 04.05.2016, page 1) "GDPR" towards natural persons whose personal data I (we) have obtained directly or indirectly for the purpose of applying for a contract in this tender⁴.
16. goods offered to Grupa Azoty Zakłady Chemiczne "Police" S.A. have not been obtained through criminal activity, have not been subject to carousel fraud and that I (we) do not take part in tax fraud.
17. I (we) are familiar with the provisions of Grupa Azoty Code of Ethics available at <https://grupaazoty.com/grupa-azoty/systemy-zarzadzania/kodeks-postepowania-etycznego-grupy-azoty>, which I (we) acknowledge.

⁴ if the Contractor does not provide personal data other than regarding the Contractor directly or disclosure requirements do not apply pursuant to Article 13 Paragraph 4 or Article 14 Paragraph 5 of the GDPR, the Contractor shall not submit such statement (it shall be crossed out).

18. I (we) are familiar with the provisions of Anti-Corruption Code available at <https://zchpolice.grupaazoty.com/spolka/zarzadzanie-zgodnoscia-compliance/kodeks-antykorupcyjny>, which I (we) acknowledge.
19. I (we) are familiar with the provisions of the Code of Conduct For Business Partners available at <https://zchpolice.grupaazoty.com/spolka/zarzadzanie-zgodnoscia-compliance/kodeks-postepowania-dla-partnerow-biznesowych> and I (we) undertake to fully comply with any terms and conditions stipulated therein.
20. should my (our) bid be announced the most favorable, any and all payments related to the execution of the subject matter of the order shall be made by wire transfers to my (our) bank account no.:
-;
- and VAT⁵ shall be paid to my (our) bank account no.:
-;
- Indicated bank accounts may be updated solely based on a written statement by an authorized Bidder's Representative(s).
21. I (we) have a status of [*micro-; small; medium-sized; large*] entrepreneur within the meaning of the Act of 8th March 2013 on Combating Excessive Delays in Commercial Transactions.

.....
(date(s), signature(s) and name stamp(s) of Bidder's authorized Representative(s))

⁵ provided that the Bidder is a VAT payer

**Appendix № 3 to the TOR
List of Performed Orders**

Order name	Purchase and delivery of burners with top covers and a new catalyst charge for secondary reformers installed at the Ammonia Plant in GA Police
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ORDERING PARTY:
GRUPA AZOTY ZAKŁADY CHEMICZNE „POLICE” S.A.

BIDDER

Bidder's Name:	
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**List of similar services/deliveries
completed throughout last 10 years**

№	Ordering Party's business name and address	Scope of the order	Value of the order

.....
place and date

.....
signature(s) of authorized person(s)

**Appendix № 4 to the TOR
Notification / Confirmation of the Site Inspection**

Order name	Purchase and delivery of burners with top covers and a new catalyst charge for secondary reformers installed at the Ammonia Plant in GA Police
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ORDERING PARTY:
GRUPA AZOTY ZAKŁADY CHEMICZNE „POLICE” S.A.

BIDDER

Bidder's Name:	
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I hereby represent that the site visit in the area where works are intended to be performed, including:

.....

was carried out on in the presence of the Ordering Party's representative

I do not have any / I have * comment(s) regarding:

.....

The Bidder acknowledges and agrees that the provided information constitute Grupa Azoty's trade secret in the meaning of Act of 16th April 1993 on Combating Unfair Competition and that further transmission, revealing or using thereof is an act of unfair competition under the provisions of the said Act.

The Bidder represents that:

- any and all information and data obtained during the site visit shall be treated as Confidential Information and therefore it shall not be revealed to third parties and/or used for purpose other than submitting a bid;
- should the aforementioned statement be violated, the Bidder shall pay to the Ordering Party the amount of 100000 PLN for every violation.

.....
*Signature(s) of person(s) / signature of a proxy
participating to the site visit*

.....
Ordering Party's signature

.....
place and date

* delete as appropriate

**Appendix № 5 to the TOR
CONFIDENTIALITY CLAUSE**

Order name	Purchase and delivery of burners with top covers and a new catalyst charge for secondary reformers installed at the Ammonia Plant in GA Police
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ORDERING PARTY:
GRUPA AZOTY ZAKŁADY CHEMICZNE „POLICE” S.A.

BIDDER

Bidder's Name:	
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- The Bidder acknowledges and accepts that any and all information provided by Grupa Azoty for the purpose of preparing a bid to be submitted in the tender constitutes Grupa Azoty's trade secret, including in particular: technical, engineering and design documentation, bill of quantities as well as any and all other information provided by Grupa Azoty in the field of technology, engineering, finance, economy, marketing, environment, organization and any other field, regardless of the formal name thereof (project, report, analysis, study, etc.).
- The Bidder commits to keep the aforementioned information in strict privacy and to not reveal it to any third parties except for its employees, advisors or subcontractors should revealing thereof to such third parties in the scope required for the bid preparation be necessary.
The Bidder also commits to obtain from aforementioned persons written statements that they would keep the aforementioned information in strict privacy under the terms and conditions as specified herein. As per the Article 391 of the Civil Code of 23rd April 1964 (Journal of Laws of 1964 No. 16, item 93, as amended) (hereinafter referred to as the "Civil Code"), the Bidder shall guarantee that the aforementioned information would be kept in privacy by its employees, advisors and subcontractors.
- The Bidder assures that the obtained information would not be used for any purpose other than the bid preparation and processing of the Order constituting the subject matter of the present tender.
- Should the Bidder not submit its bid or should its bid be rejected by Grupa Azoty, the Bidder shall, upon Grupa Azoty's request, return any and all documents as well as copies thereof immediately. Rewritten documents shall be destroyed, of which the Bidder shall notify Grupa Azoty in writing.
- The Bidder acknowledges and accepts that the obtained information constitute Grupa Azoty's trade secret in the meaning of the Counteracting Unfair Competition Act of 16th April 1993, and that further transmission, revealing or using thereof shall be considered an act of unfair competition under the said Act.
- For each case of the Bidder's and/or its employees' and/or advisors' and/or subcontractors' breach of this Confidentiality Clause, the Bidder shall pay a contractual penalty upon Grupa Azoty's written claim, amounting to 100 000.00 PLN (say: one hundred thousand Polish Złotys). Should the damage incurred by Grupa Azoty in relation with the breach of this Confidentiality Clause exceed the value of the contractual penalty, Grupa Azoty will pursue compensation exceeding the value of the contractual penalty pursuant to the general rules as determined in the Civil Code.
- Any disputes regarding construing or executing of this obligation shall be resolved based on the laws of Poland by a common court with the jurisdiction over Grupa Azoty Zakłady Chemiczne "Police" S.A. registered seat.
- This obligation shall be imposed for an indefinite duration and shall be binding both during the bid preparing as well as during the indefinite duration after the bid is chosen and the contract for the execution of the order is signed by Grupa Azoty, whether or not such a contract is signed with the Bidder.

SIGNATURE(S):

No	Name(s) of the Bidder(s)	Name(s) and surname(s) of person(s) authorized to sign the bid on behalf of Bidder(s)	Signature(s) of person(s) authorized to sign the bid on behalf of Bidder(s)	Stamp(s) of Bidder(s)	Place and date
1.					
2.					

**Appendix № 6 to the TOR
Commercial Terms / Price List**

Order name	Purchase and delivery of burners with top covers and a new catalyst charge for secondary reformers installed at the Ammonia Plant in GA Police
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ORDERING PARTY:
GRUPA AZOTY ZAKŁADY CHEMICZNE „POLICE” S.A.

BIDDER

Bidder's Name:	
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1. My (our) price for processing the whole order shall be EUR (say: EURO) increased by the due VAT in the amount of EUR (say: EURO), VAT rate, which, in total, shall give the amount of EUR (say: EURO),.
2. The price specified hereinabove includes any and all costs necessary for the correct performance of the present order.
3. Price list:

№	Description (e.g. labor, delivery costs, etc.)	Net amount (EUR)
1.	Prices for the reformer 11B-302:	
1.1.	Burner price	
1.2.	Catalyst price	
1.3.	Documentation Price	
2.	Prices for the reformer 12B-302:	
2.1.	Burner price	
2.2.	Catalyst price	
2.3.	Documentation Price	
IN TOTAL		
3.	Daily rate for SITE SERVICES over a period of 40 (forty) days	

The sum of the costs of items 1-2 in the table above is equal to the price for the execution of the order shown in item 1 above.

The period of 40 days of SITE SERVICES is included in the price for the performance of the order specified in item 1 above.

- 3.1. Descriptions of items referred to in the Price List may not be understood as a limitation of the Bidder's / Contractor's liability under the Contract described in other documents.

- 3.2. Regardless of limitations which may be suggested by phrases regarding separate items included in the Price List and/or by the present clarification, the Bidder / Contractor shall be fully aware that the amounts included in its Price List refer to complete orders which were entirely performed in all fields. It shall be assumed that the Bidder is fully aware of any and all requirements and obligations, either expressed directly or implied, covered with any and all parts of the binding contract and that it has priced all items respectively. With regard to the aforementioned, specified amounts must include any all subsidiary and unforeseen expenses as well as risks of all kinds necessary to execute the subject matter of the Contract.
 - 3.3. Unless specific amounts have not been provided for in the Price List, appropriate financial reserve to cover any related costs must be included in separate items of the Price List.
 - 3.4. Amounts entered by the Bidder with regard to all items of the Price List must reflect a correct connection with respective order processing costs as described in the Terms of Reference and in the Contract.
 - 3.5. Any and all standing costs, profits, overheads and similar charges (unless specified separately) referring to the Terms of Reference as a whole shall be divided between the amounts specified in the Price List while costs regarding separate parts of the order shall be applied to the related items.
 - 3.6. Amounts and rates included in all items of the Price List shall be expressed in EUR. Should the Bidder not value any item(s) of the Price List, it shall be assumed that the respective price was included in other amounts and rates specified by the Bidder.
4. List of payments for the performance of the subject matter of the order

№	Payment description	% of the lump sum remuneration
1.	Total payments for GOODS relating to reformer 11B-302 (sum of items 1.1.-1.4.):	%
1.1.	Payment upon delivery of the TECHNICAL DOCUMENTATION	%
1.2.	Payment upon delivery of the BURNER	%
1.3.	Payment upon delivery of the CATALYST	%
1.4.	Payment after signing the appropriate Protocol of Final Acceptance of Works	5%
2.	Total payments for GOODS relating to reformer 12B-302 (sum of items 1.1.-1.4.):	%
2.1.	Payment upon delivery of the TECHNICAL DOCUMENTATION	%
2.2.	Payment upon delivery of the BURNER	%
2.3.	Payment upon delivery of the CATALYST	%
2.4.	Payment after signing the appropriate Protocol of Final Acceptance of Works	5%
IN TOTAL		100%

5. We guarantee that we shall complete the order until the following deadlines:
- 5.1. Delivery of TECHNICAL DOCUMENTATION for REFORMERS: weeks from the date of the mutual signature of the contract for the performance of the Subject Matter of the Order.
 - 5.2. Delivery of BURNERS for REFORMERS: weeks from the date of the mutual signature of the contract for the performance of the Subject Matter of the Order.
 - 5.3. Delivery of CATALYSTERS for REFORMERS: weeks from the date of the mutual signature of the contract for the performance of the Subject Matter of the Order.

6. We are responsible under the warranty and guarantee the quality of the order:
- 6.1. for BURNERS: months from the date of signing the Protocol of Partial Acceptance of Works after the TEST RUN with a positive result for the Base Variant conditions specified in the draft Contract, i.e. Part III of the TOR, separately for each production line of the INSTALLATION
 - 6.2. for CATALYSTERS within months from the date of signing the Protocol of Partial Acceptance of Works after the TEST RUN has been successfully completed for the Base Variant conditions specified in the draft Contract, i.e. Part III of the TOR, separately for each INSTALLATION production line (at least 96 months).

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(date(s), signature(s) and name stamp(s) of Bidder's authorized Representative(s))