

# BALTIC HUB T5 OFFSHORE WIND TERMINAL PROJECT

## Commercial Volume 1

### Part 1.1 Instructions to Tenderers

Client: Istrana (Employer)

Reference: PC1063-RHD-T5-ZZ-RP-PM-0005

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## Table of Contents

<b>1</b>	<b>Instructions to Tenderers</b>	<b>4</b>
1.1	Scope	5
1.2	Source of Project Funding	5
1.3	Eligibility and Qualifications	5
1.4	Cost of Tendering	6
1.5	Pre-Tender Meeting or Site Visit	6
	<b>Tender Documents</b>	<b>7</b>
1.6	Contents of Tender Documents	7
1.7	Tender Process	7
1.8	Clarification of Tender Documents	7
1.9	Amendment of Tender Documents	7
	<b>Preparation of Tenders</b>	<b>8</b>
1.10	Language of Tender	8
1.11	Documents to be submitted by Tenderers	8
1.12	Tender Prices	8
1.13	Currencies of Tender and Payments	9
1.14	Tender Validity	9
1.15	Tender Security	9
1.16	Format and Signing of Tender	10
	<b>Submission of Tenders</b>	<b>10</b>
1.17	Sealing and Marking of Tenders	10
1.18	Deadline for Submission of Tenders	11
1.19	Modification and Withdrawal of Tenders	12
	<b>Tender Opening and Evaluation</b>	<b>12</b>
1.20	Opening of Tenders	12
1.21	Process to be Confidential	12
1.22	Clarification of Tenders	12
1.23	Examination of Tenders	13
1.24	Currency for Tender Evaluation	13
1.25	Evaluation and Comparison of Tenders	14
1.26	Employer's Right to Accept any Tender and to Reject Any or All Tenders	15
	<b>Award of Contract</b>	<b>15</b>
1.27	Award Criteria	15
1.28	Notification of Award	15

1.29	Performance Bond	16
1.30	Corrupt, Fraudulent, Coercive or Collusive Practices	16
1.31	Non-disclosure Agreement and Disclosed Data	17
<b>2</b>	<b>Tender Data</b>	<b>18</b>
<b>3</b>	<b>Letter of Tender</b>	<b>20</b>
<b>4</b>	<b>Information to Submit with Tender</b>	<b>21</b>
4.1	SCHEDULES	21
4.1.1	SCHEDULE “A” CONTRACTORS DESIGN PROPOSALS	21
4.1.2	SCHEDULE “B” PROGRAMME	23
4.1.3	SCHEDULE “C” ORGANISATION INFORMATION	24
4.1.4	SCHEDULE “D” METHOD STATEMENT	25
4.2	Form of Tender Security	27
4.3	Tender Document Check List	29
<b>5</b>	<b>Conditions of Contract</b>	<b>30</b>

## 1 Instructions to Tenderers

Istrana intends to construct a new terminal, T5, in which Istrana / Baltic Hub are proposing to operate the terminal as an offshore wind supply base (OWSB) to support the national offshore renewables energy plan in the Baltic Sea. The Intention is for the T5 terminal to be converted into a container terminal after the OWSB operations are completed.

The T5 development project involves further land reclamation and construction of deep-water berths and the T5 site would initially be used as a storage, assembly and offloading port facility for offshore wind power generation components which will consist of wind turbine blades, nacelles, and wind turbine towers.

The intended modus operandi for the initial T5 OWSB is as follows:

- T5 to act as a receiving port for maritime transported offshore wind power generation components.
- T5 will serve as a storage facility of the offshore wind power generation components
- T5 also facilitate the pre-assemble operations of the offshore wind power generation components
- T5 will then serve as an offloading port facility for all pre-assembled offshore wind power generation components.

The Terminal T5 Offshore Wind Terminal Project (the Project) will comprise the design, execution and completion of the Works including:

- Site establishment and demolition of existing disused Terminal T1 marine structures.
- Construction of the T5 vessel quays and Ro-Ro ramps together with all ancillary works and any edge protection structures.
- Construction of a new Ro-Ro berth from piled mooring and breasting dolphin structures.
- Dredging associated with the T5 reclamation and vessel access, ground improvement and earthworks, and import of other suitable fill material as required.
- Construction of the T5 OSWB including all paving, drainage and necessary infrastructure for operations of the OWSB;
- Provision of communication routes suitable for heavy terminal equipment traffic from the existing port estate.
- Provision of all necessary services, in particular electrical, telecoms, potable, fuel bunkering transfer pipes in the main outbound quay, fire and sanitary water networks and modification of existing supply / connection points where necessary.
- Provision of substations and other terminal buildings.
- Provision of all other infrastructure necessary for the safe and secure operation of the terminal including fencing, lighting and CCTV.
- Works within the existing Terminal T1, T2 and T3 areas, including provision of services, utilities and road access to facilitate the operation of T5.

Words and expressions defined in Sub-Clause 1.1 of the Conditions of Contract and used in these Instructions shall have the same meaning.

This Instruction to Tenderers shall not form part of the tenderer's offer, nor part of the defined words "Tender" or "Contract". These Instructions prescribe the procedures to be followed until the Employer either enters into a contract with the tenderer or advises him that the Employer does not intend to do so.

## 1.1 Scope

The Employer invites tenders for the design, construction and completion of the Works, described in the Tender Documents and summarised in the Tender Data in accordance with the procedures, Conditions and Contract prescribed in the Tender Documents.

Throughout the Tender Documents the definitions in the Conditions of Contract shall apply where applicable.

## 1.2 Source of Project Funding

The Employer intends to fund the project as defined in the Tender Data.

## 1.3 Eligibility and Qualifications

Each Tenderer shall notify the Employer, as soon as practicable, of any change in the data submitted for the purpose of prequalification and selection to tender. Any significant change in such data shall be deemed to invalidate the Tenderer's previous selection, but the company or joint venture may request the Employer's permission to reapply for selection. If (at his sole discretion) the Employer grants such permission, the Tenderer's application for selection must be received by the Employer not less than 28 days before the Tender submission date specified in the Tender Data.

Submission or participation by a Tenderer in more than one tender for a contract (other than alternatives which have been permitted or requested) will result in the disqualification of all tenders for that contract in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one tender.

A Tenderer shall not be eligible to participate where it has been determined to have engaged in corrupt, fraudulent, coercive or collusive practices. A Tenderer shall not be subject to any sanctions that would prohibit him from signing the Contract.

A Tenderer may be a natural person, private entity, government owned entity or any combination of such entities in the form of a Joint Venture, Consortium, or Association joint venture, consortium, or association (JVCA).

In the case of a JVCA:

the partners of the JVCA are deemed to be jointly and severally liable in respect of their tender; the JVCA shall nominate a Representative (the Lead Partner) who shall have the authority to conduct all businesses for and on behalf of any and all the partners of the JVCA during the tendering process; and the JVCA may not alter its composition and legal status after submitting its tender.

Unless stated otherwise below, a Tenderer from any country may tender.

A Tenderer shall be deemed to have the nationality of a country if the Tenderer is a citizen of, or is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract.

A Tenderer shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this tendering process, if:

- a) they have controlling partners in common; or
- b) they receive or have received any direct or indirect subsidy from any of them; or
- c) they have the same legal representative for purposes of this tender; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the tender of another Tenderer, or influence the decisions of the Client regarding this Tender process; or
- e) a Tenderer, its affiliates or parent organisation has participated in the feasibility or design stages of the Project. In which case that Tenderer, its affiliates or parent organisation shall not be eligible to participate in a tender for contracts involving the supply of goods, works or services, including architectural or engineering services, for the Project, unless it can be demonstrated that such participation would not constitute a conflict of interest. Such determination must be made prior to the submission of a tender; or
- f) a Tenderer, its affiliates or parent organisation has participated as a consultant in the preparation of Section 4, Requirements, which is the subject of the tender; or
- g) a Tenderer, its affiliates or parent organisation has been hired, or is proposed to be hired, by the Client or the Borrower/the Grant Recipient for the supervision of the Contract.

Notwithstanding the above a firm or a member of a JVCA may participate in only one tender for the Contract, either individually or as a partner in a JVCA.

A subcontractor is not deemed to be a Tenderer in the tender.

## 1.4 Cost of Tendering

The Tenderer shall bear all and any costs associated with the collection, preparation and submission of its tender, and any deliverables relating to the tender such as Tender Security, and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

## 1.5 Pre-Tender Meeting or Site Visit

The Tenderer is advised to attend any pre-tender meeting or site visit scheduled by the Employer.

The Tenderer is advised to visit and examine the Site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The cost of visiting the Site shall be at the Tenderer's expense.

The Tenderer and any of its personnel or agents will be granted permission by Baltic Hub to enter its premises and lands for the purpose of such visit, but only upon the express condition that the Tenderer, its personnel and agents, will release and indemnify the Employer, Employer's Personnel and Baltic Hub from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of, or damage to property, and any other losses, damage, costs, and expenses incurred as a result of the inspection.

## Tender Documents

### 1.6 Contents of Tender Documents

Volumes comprising the Tender Documents are listed in the Tender Data, Appendix to Tender and any Tender Addenda.

The Tenderer is expected to examine the Tender Documents, including but not limited to all Instructions, Addenda's to Tender Forms, Conditions of Contract, Employer's Requirements, Drawings and Technical Information. Failure to furnish all information required by the Tender Documents, or submission of a tender not substantially responsive to the documents in every respect, will be at the Tenderer's risk and may result in the rejection of its tender. The Tenderer shall scrutinize each document immediately upon receiving it and shall promptly give notice, to the party who issued the document, of any pages which appear to be missing.

The contents of the tender documents, the process and procedures to appoint a Contractor are deemed confidential and all Tenderers and sub-contractor employees must consider the details as confidential and not to be disclosed to other parties not engaged with the tender.

### 1.7 Tender Process

The selected Tenderers will be required to submit their tenders in accordance with these instructions. After the initial evaluation further clarifications may be required to bring all selected tenders to a compliant bid status.

The compliant Tenderers may be required to resubmit tenders as directed by the Employer for further evaluation and clarification.

### 1.8 Clarification of Tender Documents

Tenderers requiring any clarification of the Tender Documents may submit a clarification request in writing or by email to the person(s) named in the Tender Data. All requests for clarification must be received no later than the date specified in the Tender Data with a response to Tenderers no later than 10 days prior to the deadline for submission of tenders.

### 1.9 Amendment of Tender Documents

At any time prior to the deadline for submission of tenders, the Employer may amend the tender documents by issuing Tender Addenda.

Tender Addendum thus issued shall be part of the Tender Documents and shall be communicated in writing to all prospective Tenderers that have received the tender documents. Prospective Tenderers shall promptly acknowledge receipt of each addendum by email to the person(s) named in the Employer's Letter of Invitation.

To give prospective Tenderers reasonable time in which to take Tender Addendums into account in preparing their tenders, the Employer may, at its discretion, extend the deadline for submission of tenders.

## Preparation of Tenders

### 1.10 Language of Tender

The tender and all documents and correspondence relating to the tender exchanged by the Tenderer and the Employer shall be written in the language of the tender specified in the Tender Data. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of its pertinent passages in the language of the tender, in which case, for purposes of interpretation of the tender, the translation shall govern.

### 1.11 Documents to be submitted by Tenderers

The tender submitted by the Tenderer shall comprise the following:

- i. Documentary evidence confirming that the Tenderer is sufficiently experienced and qualified to perform the Contract if its tender is accepted;
- ii. Power of Attorney, duly authorised by a Notary Public, indicating that the person(s) signing the tender have the authority to sign the tender and the tender is thus binding upon the Tenderer;
- iii. Letter of Tender and Appendix (to Tender) completed in the manner and detail indicated therein and signed by the Tenderer;
- iv. Tender Security;
- v. Pricing Schedule completed in the manner and detail indicated therein and signed by the Tenderer;
- vi. Any information or other materials required to be completed and submitted by the Tenderers in accordance with these tender documents and specified in the Tender Data, this will as a minimum include the Schedules A to D.
- vii. Completed Appendix to Tender.
- viii. All information required in Part II Financial Proposal within the Checklist in Section 4.3 and Section 1.17 of this ITT.

The Tenderer shall only submit offers which comply with the requirements of the Tender Documents, including the basic technical requirements as indicated in the Employer's Requirements. The attention of Tenderers is drawn to the provisions regarding the rejection of tenders which are not substantially responsive to the requirements of the Tender Documents under item 1.23.

Alternative Tenders may be permitted for technical and commercial reasons. For the avoidance of doubt any Alternative Tender must be in addition to a conforming Tender submission, in accordance with the requirements of Section 1.17 of this document.

### 1.12 Tender Prices

Unless specified otherwise in the Tender Data, the Contract shall be for the whole of the Works, based on the completed Pricing Schedule submitted by the Tenderer.

The Tenderer shall fill in prices for all items of the Works described in the Employer's Requirements and listed in the Pricing Schedule. The Contractor can insert or amend new items within individual Price Schedules where indicated to reflect his own Design and Construction methodology. All items inserted by the Contractor shall be subject to the requirements of the Pricing Schedule in all respects. Items against which no price is entered by the Tenderer and are not replaced by alternative pricing items to reflect the Contractor's Design will not be paid for by the Employer when executed and shall be deemed covered by the prices for other items in the Pricing Schedule.

All duties, (withholding) taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date one (1) day prior to the deadline for submission of tenders, shall be included in the prices and the total tender price submitted by the Tenderer.

The prices quoted by the Tenderer maybe subject to adjustment during the performance of the Contract only in accordance with the relevant provision of the Conditions of Contract.

### 1.13 Currencies of Tender and Payments

The prices shall be quoted by the Tenderer entirely in the currency specified in the Tender Data.

### 1.14 Tender Validity

Tenders shall remain valid for the period specified in the Tender Data. A tender valid for a shorter period may be rejected by the Employer as non-responsive. In exceptional circumstances, the Employer may request that the Tenderers extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by email. A Tenderer may refuse the request without forfeiting the Tender Security. A Tenderer agreeing to the request will not be required or permitted to modify its tender, except as provided in 1.19 below.

The Tender Security provided under 1.15 shall also be suitably extended.

### 1.15 Tender Security

If required in the Tender Data, the Tenderer shall furnish, as part of its tender, a Tender Security in the amount specified therein and detailed in Section 4.2.

The Tender Security is required to protect the Employer against the risk of the Tenderer's conduct which would warrant the forfeiture of the security.

The Tender Security shall be denominated in the currency of the tender or another currency permitted by this document and shall be, at the Tenderer's option, in the form of non-interest bearing deposit (payable to the bank account instructed by the Employer), or bank guarantee issued by a reputable bank located in the country being a member of the European Union or in the United Kingdom. The format of the bank guarantee shall be in accordance with the sample form of Tender Security included in the Tender Documents or in another form acceptable to the Employer. The Tender Security shall be valid for not less than three (3) months beyond the validity of the tender.

Any tender not accompanied by an acceptable Tender Security shall be rejected by the Employer as non-responsive.

The Tender Security of unsuccessful Tenderers will be returned within 14 days of the expiration of the tender validity period.

The Tender Security of the successful Tenderer will be discharged when the Tenderer has signed the Contract and furnished the Performance Bond and other deliverables required under the Contract prior to the Commencement Date by the relevant deadlines.

The following provisions shall apply if the Tender Security of the successful Tenderer is in form of a bank guarantee. The successful Tenderer shall be obliged to ensure that the Tender Security in form of a bank

guarantee remains valid until the day being 14 days after the latest deadline to furnish the Performance Bond and other deliverables required under the Contract prior to the Commencement Date in accordance with the Contract. If the Performance Bond and the above mentioned deliverables are not delivered to the Employer no later than 14 days prior to the end of validity period of the Tender Security (irrespective of the reason, to avoid doubts such reason including also lack of issue of the Notice to Proceed by that time), and the successful Tenderer fails to provide the extended or replacement Tender Security under which the validity of the Tender Security is extended at least by additional 35 days (unless the Employer and the successful Tenderer agree in writing a shorter extension period) counting from the end of the validity period of the Tender Security being in force at the time, the Employer shall have the right to call the bank guarantee forming the Tender Security and keep the received funds as non-interest bearing deposit.

The Tender Security may be forfeited:

- i. If a Tenderer:
  - withdraws its tender during the period of tender validity, or
  - invalidates its tender.
- ii. in the case of a successful Tenderer, if the Tenderer (by the relevant deadline):
  - fails to sign the Contract,
  - fails to furnish the Performance Bond and other deliverables required under the Contract prior to the Commencement Date, or
  - fails or refuses to accept the correction of errors.

## 1.16 Format and Signing of Tender

The Tenderer shall prepare one original hardcopy set of the documents comprising the tender as described in the Tender Data and section 1.17 below, bound with the section containing the Letter of Tender.

The tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to sign on behalf of the Tenderer. All pages of the tender where entries or amendments have been made shall be initialled by the person or persons signing the tender.

The tender shall contain no alternations, omissions or additions, except those to comply with instructions issued by the Employer or in Tender Addenda's, as necessary, to correct errors made by the Tenderer. Any such correction shall be valid only if it is initialled by the person or persons signing the tender.

## Submission of Tenders

### 1.17 Sealing and Marking of Tenders

Tenderers are to submit their Tenders in a "TWO BID SYSTEM", in two separate e-mails to the address outlined in the Tender Data.

- (a) **PART I: Technical Proposal for BALTIC HUB T5 OFFSHORE WIND TERMINAL PROJECT** stated clearly on the electronic folder/files. This shall contain:
  - i. All information or other materials required to be completed and submitted by the Tenderers in accordance with these Tender Documents and specified in Schedules A to D.

- (b) **PART II: Financial Proposal for BALTIC HUB T5 OFFSHORE WIND TERMINAL PROJECT** stated clearly on the electronic folder/files. This shall contain:
- ii. Letter of Tender completed in the manner and detail indicated therein and signed by the Tenderer;
  - iii. Power of Attorney, duly authorised by a Notary Public, indicating that the person(s) signing the tender have the authority to sign the tender and the tender is thus binding upon the Tenderer;
  - iv. Company registration/incorporation documents;
  - v. In the case of a Joint Venture the JV agreement;
  - vi. Tender Security;
  - vii. Pricing Schedule completed in the manner and detail indicated therein and signed by the Tenderer;
  - viii. Indicative cashflow forecast;
  - ix. Letter including a statement that Tenderer is fully complying with the Tender terms except as expressly indicated and detailed in List of Exceptions;
  - x. All information that may update its prequalification application and confirmation that any original prequalification information which is not updated remains essentially correct as of the date of tender submission.
  - xi. Evidence of the required insurances;
  - xii. Tender Document Check List.
  - xiii. Completed Appendix to Tender

Only detailed complete Tenders in the form indicated above received prior to the closing time and date of the Tenders will be taken as valid.

Alternative Tenders are permitted in addition to a conforming Tender and should be submitted as above and titled “**ALTERNATIVE TENDER – BALTIC HUB T5 OFFSHORE WIND TERMINAL PROJECT**”

Part I and II above should be followed as directed with all documentation materially altered by the alternative submitted in support of the proposal. Any alternatives will be subject to the scrutiny of the Employer, who will be free to reject alternative proposals under its sole discretion.

Should an alternative pass the approval of the Employer, the Tenderer shall be solely responsible for obtaining the approval of both the Engineer and all relevant approval authorities, whilst also keeping within the project schedule as defined in the Conditions of Contract. An alternative design approval does not relieve the Tenderer from any duty/responsibility/obligation described in the Employer’s Requirements.

In addition to the electronic email submission, two (2) hard copies of the Part II: Technical Proposal shall be printed and sent to the addresses show in the Tender Data.

Submissions that need to be in compressed file format may only be packaged in \*.zip format (\*.rar format is not acceptable).

### 1.18 Deadline for Submission of Tenders

Tenders must be received by the Employer in the method specified no later than the time and date, all as specified in the Tender Data. Tenders that are received after the closing time may be considered disqualified.

The Employer may extend the deadline for submission of tenders by amending the Tender Documents in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will thereafter be subject to the deadline as extended.

### **1.19 Modification and Withdrawal of Tenders**

The Tenderer may modify, substitute, or withdraw its tender by giving notice in writing to the Employer before the deadline prescribed.

The Tenderer's modification, substitution, or withdrawal notice shall be prepared and delivered in accordance with 1.16, marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate. In particular, the modification or notice of withdrawal shall be signed by a person or persons duly authorised to bind the tenderer, and proof of authorisation shall be annexed.

No tender may be modified by the Tenderer after the deadline for submission of tenders.

Withdrawal of a tender between the deadline for submission of tenders and the expiration of the period of tender validity may result in the forfeiture of the Tender Security.

## **Tender Opening and Evaluation**

### **1.20 Opening of Tenders**

The Employer will open the tenders, including withdrawals, substitutions and modifications submitted, in private, at the time and in the place specified in the Tender Data.

No tender shall be rejected at tender opening. Withdrawal, substitution and modification notices shall be opened and announced first. Tenders for which a notice of withdrawal has been submitted shall not be opened.

The Tenderers' names, the tender prices, the prices of any alternative, any discounts, tender deviations, the presence or absence of tender security and any such other details as the Employer may consider appropriate shall be recorded.

### **1.21 Process to be Confidential**

The tender evaluation process up to the award of a Contract is confidential.

Information relating to the examination, clarification, evaluation and comparison of tenders, and recommendation for the award of a Contract, shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced.

Any effort by a Tenderer or its agents to influence the Employer's evaluation of tenders or award decision, including the offering or giving of bribes, gifts, or other inducement, will result in the invalidation of its tender and the forfeiture of its Tender Security.

### **1.22 Clarification of Tenders**

To assist in the examination, evaluation, and comparison of tenders, the Employer may, at its discretion, ask any Tenderer for clarification of its tender, including breakdowns of the lump sum prices. Such clarification may be requested at any stage up to the contract award decision. Requests for clarification and

the responses shall be by email and no change in the price or substance of the tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer during evaluation of the tenders.

### 1.23 Examination of Tenders

Prior to the detailed evaluation of tenders, the Employer will examine the tenders to determine for each Tenderer whether:

- i. it is complete;
- ii. the documents have been properly signed;
- iii. it is accompanied by the required Tender Security;
- iv. it is substantially responsive to the requirements of the Tender Documents.

The Employer may require the Tenderer to provide any clarification and/or substantiation to determine responsiveness.

A substantially responsive tender is one which conforms to all terms, conditions, and Employer's Requirements without material deviation or reservation. A material deviation or reservation is one:

- i. which affects in any substantial way the scope, quality, or performance of the Works;
- ii. which limits in any substantial way the Employer's rights or the Tenderers' obligations under the contract as envisaged in the Tender Documents;
- iii. the rectification of which would affect unfairly the competitive position of other Tenderers presenting substantially responsive tenders.

The Employer may waive any minor informality, non-conformity or irregularity in a tender which does not constitute a material deviation, provided that such waiver does not prejudice or affect the relative ranking of any Tenderer. Wherever practicable and appropriate, the tender price will be adjusted for such deviations for evaluation purposes only.

If a tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be rendered responsive by correction or withdrawal of the nonconformity.

Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- i. where there is a discrepancy between the amounts in figures the Employer will correct these and notify the Tenderer.
- ii. The Tenderer shall be given the opportunity to accept the corrected amount on the basis that this may result in their tender not being considered further as part of the commercial evaluation.

The amount stated in the tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer, having been notified that its tender has been successful, does not accept the corrected amount, the tender will be rejected, and the Tender Security may be forfeited.

### 1.24 Currency for Tender Evaluation

Unless specified otherwise in the Appendix to Tender, tenders will be evaluated as quoted in the currency of the tender specified in the Tender Data.

## 1.25 Evaluation and Comparison of Tenders

Proposals will be evaluated on a technical / financial basis as follows:

- Technical weighting: 70% .
- Financial weighting: 30%.

Tender evaluation will be based on the technical and financial contents of proposals as described in Section 1.17 as well as tender interviews and clarifications.

In addition to the consideration of the tenderer's price, technical proposal and compliance with the Tender Documents, the following factors will also be taken into consideration in the assessment of Tender's.

- minimisation of risk to the Employer;
- understanding of the potential challenges expected in delivery of the Project and proposals to overcome them;
- management, technical, physical and financial resources that the Contractor proposes to commit to the Project;
- staff, labour, subcontract, material supply proposals;
- mobility of equipment;
- technical design and construction methodology proposals;
- quality system proposals and QA record;
- environmental and social sustainability;
- industrial relations and safety performance;
- current commitments and demonstrated ability to deliver the Project within the contract time;
- pricing structure of Tender schedules;

The foregoing will be assessed initially from the responses given in the Tender Schedules.

Prior to making the detailed evaluation of Tender's, the Employer will determine the substantial responsiveness of each Tender to the Tender Documents issued by the Employer. The Employer's determination of a Tender's responsiveness will be based on the contents of the Tender itself without recourse to extrinsic evidence though, if appropriate, the Employer may seek written clarification from the Contractor on any point of doubt. In this case, the requirements of Sub-Clause 1.22 above shall be noted and adhered to by the Contractor when giving his reply.

A Tender which contains unacceptable or inadequate details will be determined as substantially non-responsive and will be rejected by the Employer, whose decision to determine responsiveness shall be regarded as final. The Employer may waive any minor informality, non-conformity or irregularity in a Tender which does not constitute a material deviation.

In evaluating the tenders, the Employer will determine for each tender the evaluated tender price by adjusting the tender price as follows:

- i. making any correction for errors
- ii. excluding Provisional Sums and the provision, if any, for contingencies in the Price Schedules;

- iii. making an appropriate adjustment for any other acceptable variations, deviations or alternative offers submitted;
- iv. making appropriate adjustments to reflect discounts or other price modifications offered; and

The Employer reserves the right to accept or reject any changes, deviation, or alternative offer which is not submitted in accordance with the Tender Documents. Changes, deviations, alternative offers, and other factors that are in excess of the requirements of the Tender Documents or otherwise result in unsolicited benefits for the Employer shall not be considered in the tender evaluation.

If the tender price is seriously unbalanced or front loaded in relation to the Employer's estimate of the items of work to be performed under the Contract, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Price Schedule, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into considering the schedule of estimated contract payments, the Employer may require that the amount of the Performance Bond be increased at the expense of the Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful Tenderer under the Contract.

## 1.26 Employer's Right to Accept any Tender and to Reject Any or All Tenders

The Employer reserves the right to accept or reject any tender (notwithstanding any Prequalification), and to cancel the tender process and reject all tenders, for no reason, at any time prior to the award of Contract without thereby incurring any liability to the affected Tenderer or Tenderers, or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

## Award of Contract

### 1.27 Award Criteria

The award of Contract shall be made based on the requirements of the full compliance with the tender documentation following detailed evaluation as stated in section 1.25 and the most economically advantageous tender.

The preferred tenderer(s) may be invited to participate in negotiation meeting(s) with the Employer, who may then issue a Memorandum of Understanding recording the outcome of their joint discussions of the Tender.

This Memorandum of Understanding will constitute the agreed basis upon which the Contract could be concluded (but will not form a part of the Contract), and/or may include clarification of any alternative proposals which the tenderer may have submitted. The Memorandum of Understanding:

- (i) shall be binding on the tenderer as an acceptable clarification or amendment of his Tender until its validity expires,
- (ii) shall be wholly subject to a subsequent Contract, and
- (iii) shall not bind the Employer nor commit him to entering into the Contract or any other contract under any terms.

### 1.28 Notification of Award

Prior to expiration of the period of tender validity the Employer shall notify all Tenderers of the outcome of the evaluation process.

The successful Tenderer shall be notified that its tender has been accepted. The notification of award shall specify the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works and the remedying of any defects therein by the Contractor as prescribed in the Contract (hereinafter and in the Conditions of Contract called “the Accepted Contract Amount”).

### 1.29 Performance Bond

The successful Tenderer shall sign the Contract within 5 business days from the award and furnish to the Employer a Performance Bond and other deliverables required prior to the Commencement Date in accordance with the Contract by the relevant deadlines.

The above obligations of the Contractor are essential. Failure of the successful Tenderer to comply with these requirements constitutes sufficient grounds for the annulment of the award and forfeiture of the Tender Security, in which event the Employer may make the award to the next highest evaluated Tenderer or call for new tenders – with all supplementary costs for account of the originally successful Tenderer.

### 1.30 Corrupt, Fraudulent, Coercive or Collusive Practices

The Employer requires that Tenderers, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Employer:

- i. defines, for the purposes of this provision, the terms set forth below as follows:
  - "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.
  - "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
  - “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
  - “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- ii. will reject a proposal for award if it determines that a Tenderer recommended for award has engaged in corrupt, fraudulent, coercive or collusive practices in competing for the contract in question;
- iii. will declare a firm ineligible indefinitely or for a stated period of time, to be awarded an Employer funded contract if it at any time determines that:
  - the firm has engaged in corrupt, fraudulent, coercive or collusive practices in competing for, or in executing, an Employer funded contract; or
  - the firm has been found by a judicial process or other official inquiry to have engaged in corrupt, fraudulent, coercive or collusive practices.

Furthermore, Tenderers shall be aware of the relevant provisions of the Conditions of Contract.

### 1.31 Non-disclosure Agreement and Disclosed Data

A necessary condition for proceeding with the tender procedure is to properly complete, sign and return a Non-Disclosure Agreement to the following e-mail address:

[baltichubt5@rhdhv.com](mailto:baltichubt5@rhdhv.com) under the e-mail subject heading of 'NDA BALTIC HUB T5 OFFSHORE WIND TERMINAL PROJECT'

The correctness and completeness of the submission of the Non-Disclosure Agreement document will be evidenced by the Tenderer's fulfilment of all of the following conditions below:

- the need to send back the signed NDA in advance to proceed with the tender process (including the opportunity to submit tender queries and to access the Disclosed Data) under penalty of non-participation in the tender process;
- the need for the NDA to be signed with a qualified electronic signature by representatives of the Tender who have the authority to represent the Tender (required to attach a copy of the National Court Register or powers of attorney)
- the need to send the NDA both in Polish and English;
- In the same e-mail of the returning NDA, the tenderer must state a maximum of two members from the tenderer's team stating the following:

1. **Full Name**
2. **Company**
3. **Position/Role in company**
4. **Email address**

Once the NDA has been returned successfully, the named members of the tenderer's team will then be invited to access the Disclosed Data via an FTP site where they are free to download the contents.

Please also note that the same two members nominated will be the only persons authorised to issue any tender queries under Section 2.6

The NDA document to be completed can be downloaded from the Employer's website, where the Information to Tenders is placed.

## 2 Tender Data

ITT	Title	Data
2.1	Name of Employer	Istrana (Employer)
2.2	Source of Project Funding	30% PFR 70% Public Funding
2.3	Site Visit	<p>Site visits between 12.02-23.02, during business days from 9:00-14:00</p> <p>Follow the procedure of the notification for entering the Baltic Hub <a href="http://skalfi.net">skalfi.net</a> (<a href="http://dctgdansk.com">dctgdansk.com</a>)</p>
2.4	Contents of Tender Documentation	<p>Volume 1: Commercial Instructions to Tenderers, Design and Build Contract, Conditions of Contract, Pricing Schedules, Non-disclosure agreement and all Contract Schedules</p> <p>Volume 2.1: Employer's Requirements,</p> <p>Volume 2.2 Tender Drawings,</p> <p>Volume 3: Disclosed Data</p>
2.5	Tender Return	<p>As per point 2.14 (<i>Deadline for submitting Tenders</i>), to the eTender Box email of Istrana: <a href="mailto:przetargt5@istrana.pl">przetargt5@istrana.pl</a></p> <p>And</p> <p>Two hard copies of the Part I: Technical Proposal to be sent to each of the following:</p> <ul style="list-style-type: none"> <li>Istrana. Kontenerowa 7, 80-601 Gdańsk, Poland, F.A.O Andrzej Janisz</li> </ul>
2.6	Clarification of Tender Documents	<p>Please send all tender queries to:</p> <p><a href="mailto:baltichubt5@rhdhv.com">baltichubt5@rhdhv.com</a></p> <p>and copy the following:</p> <ol style="list-style-type: none"> <li><a href="mailto:lech.paszkowski@baltichub.com">lech.paszkowski@baltichub.com</a></li> <li><a href="mailto:andrzej.janisz@baltichub.com">andrzej.janisz@baltichub.com</a></li> </ol>

ITT	Title	Data
2.7	Language of Tender	English
2.8	Documents to be submitted by Tenderers	As stated in Section 4
2.9	Alternatives	Permitted
2.10	Currencies of Tender and Payments	PLN
2.11	Period of Tender Validity	180 days from tender return date
2.12	Tender Security	Security value of EUR 2,500,000.00 (or PLN equivalent of the said amount calculated in accordance with the average rate of exchange published by the National Bank of Poland on the last business day preceding issue of the Tender Security).
2.13	Deadline for tender queries	23.02.2024
2.14	Deadline for submitting Tenders	By noon 05.04.2024
2.15	Opening of Tenders	As stated in section 2.14
2.16	Currency of Tender Evaluation	PLN
2.17	Employer's Engineer during the Tender phase	Royal HaskoningDHV

### 3 Letter of Tender

Contract: **Baltic Hub T5 Offshore Wind Terminal Project**  
 To: Istrana (Employer)

We have examined the Conditions of Contract, Employer's Requirements, Schedules, the Tender Data and Addenda Nos ..... for the above-named Contract and the words and expressions used herein shall have the meanings assigned to them in the Conditions of Contract. We have examined, understood and checked these documents and have ascertained that they contain no errors or other defects. We accordingly offer to design, execute and complete the Works and remedy any defects therein in conformity with this Tender which includes all these documents and the Proposal, for the sum of:

Polish  
 Zlotys  
 (PLN)

Inclusive of all taxes including VAT  
 (local & governmental), duties and  
 fees

#### In words

Our Tender is valid until.....and it shall remain binding upon us and may be accepted at any time before that date.

We hereby confirm that we are bound by the rules of the tender resulting from the Instruction to the Tenderers and other Tender documents, especially as to the consequences of failing with our obligations.

We understand that you are not bound to accept the lowest or any tender you may receive.

Signature:

in the capacity of:

Duly authorised to sign tenders for and on behalf of:

Name:

Address:

Date:

## 4 Information to Submit with Tender

### 4.1 SCHEDULES

#### 4.1.1 SCHEDULE “A” CONTRACTORS DESIGN PROPOSALS

The Tenderer shall attach to the Schedule details of their proposed design in compliance with the Volume 2 Employer’s Requirements. It shall include enough details, calculations, drawings and any other elements which allow the Employer to perform a technical evaluation of the proposed solution. For the proposed technical solution, the Contractor shall highlight the following;

- Compliance with the Employer’s Requirements;
- Where an Alternative Design is proposed, specific information shall be provided to the Employer as to why an alternative design has been proposed, along with the same details, calculations, drawings and other elements, including key benefits for the Employer;
- List of risks and envisaged mitigation.

#### Technical Submission Contents

Tenderers shall include the following information within their Technical Submission:

##### 1. Proposed Design and Construction of the Works

The Tenderer shall submit preliminary design calculations, and drawings showing the general arrangement, plans, sections and typical details, in sufficient detail to demonstrate fully the Tenderer’s proposals, for each of the following elements of the Works:

- Site establishment and demolition of existing disused Terminal T1 marine structures;
- Construction of the T5 quay’s together with all ancillary works and edge protection structures;
- Construction of the T5 Ro-Ro berth’s together with all mooring dolphin facilities and access walkways;
- Dredging associated with the T5 reclamation and vessel access, ground improvement and earthworks;
- Construction of any scour or rock mattress construction required to support the offshore wind construction vessels alongside the T5 outbound quay wall
- Construction of the T5 OWSB terminal including all paving, drainage and necessary infrastructure to operate the OWSB;
- Provision of communication routes from the existing port estate;
- Provision of all necessary services, in particular electrical, telecoms, potable, fuel bunkering, fire and sanitary water networks and modification of existing supply / connection points where necessary;
- Provision of substations;
- Provision of all other infrastructure necessary for the safe and secure operation of the terminal including fencing, lighting and CCTV.

For the electrical works, the following specific information shall be included in the Tenderer’s submission:

- Load schedule
- Single line diagrams
- Substation layouts
- Rating of busbars and connectors
- Lightning and surge protection assessment

- General arrangement for power outlets
- Duct layouts with duct sizes
- Typical sections

For the mechanical works, details of major drainage and water network items, such as pipes, flow direction, oil separators and manhole locations etc. shown on layout plans shall be included in the tenderer's submission.

## 2. Proposed Manufactured Items

For each manufactured item to be included in the Tenderer's proposed design, the Tenderer shall submit:

- Details of the manufacturer
- Model reference number/type and BS, EN or other Standards with which it complies
- Illustrated technical product data sheet, giving full description and detailing the size and (as appropriate) rating, capacity, power requirements, flow capacity etc; the product data sheet shall provide a level of detail equivalent to that which would be provided in an operation and maintenance manual
- General arrangement drawing showing principal dimensions, fixing arrangements and the like

## 3. Proposed Source(s) of Fill Material

The Tenderer shall submit full details and estimated quantities of his proposed source(s) of all required types of fill material, including:

- Material for the general reclamation and filling beneath paved areas and restoration of seabed levels;
- Materials from recycled sources

For all material sources the Tenderer shall identify:

- Location(s), identified on maps, of the proposed borrow area(s)
- Sample grading and contaminants testing analyses from the proposed source(s)
- Method of transporting fill to the Site, treatment and placing of fill on Site
- Proof of approval in principle from the relevant authorities
- Cost per cubic metre for each source of material including any allowance for taxes

## 4. Proposed Source(s) of Pavement Materials

The Tenderer shall submit details of his proposed source(s) and estimated quantities of all required types of pavement materials.

## 5. Proposed Source(s) of Concrete

The Tenderer shall submit details of his proposed source(s) and estimated quantities of ready mixed concrete, sand, aggregates, etc.

## 6. Major Items of Plant and Equipment

The Tenderer shall submit details of the Major Items of Contractor's equipment that would be available for use on the Project. The following shall be considered Major Items of Contractor's equipment:

- Dredgers
- Jack-up and floating barges
- Cranes and piling equipment
- Major earthworks plant and ground improvement equipment
- Concrete batching plant
- Pavement laying plant

#### 4.1.2 SCHEDULE “B” PROGRAMME

The Tenderer shall provide in bar chart format, using MS Project or similar software, a detailed construction programme for the Works, identifying start and completion of all activities to correspond with the Price Schedule and as necessary for completion of the Works, within the period stated in the Appendix to Tender.

The programme shall also clearly identify the following:

- Timelines and key dates for all activities that interface with other contractors works at the Port, as described in the Specification.
- Key project milestones, as defined in the Appendix to Tender.
- Critical path.

The information provided in Schedule B shall not be construed as being the Clause 8.3 programme required under of the Contract.

### 4.1.3 SCHEDULE “C” ORGANISATION INFORMATION

#### 1. Project Organisation

The Tenderer shall submit a proposed organisation chart (organogram format) of personnel and subcontractors to be employed for carrying out the Works. The chart shall clearly indicate the coordination and relative responsibilities between the various departments and responsible persons, including the relationship between the site and home office departments.

#### 2. Manpower

The Tenderer shall furnish manpower histogram(s), showing anticipated manning levels for all major and key categories of labour to be employed on the Works, for the duration of the Contract, sub-divided between local and expatriate personnel where required.

The information provided in Schedule C shall be updated by the successful Contractor in accordance with the Contract providing that the Employer and/or Engineer shall be under no obligation to consent or otherwise accept the Contractor's update in the event of the latter being less favourable to the Employer than the information submitted with the tender.

#### 3. Proposed Designer for the Works

The Tenderer shall provide details of the proposed designers for the major elements of the Works, including relevant experience of the firms and qualifications and curricula vitae of the individuals concerned. The use of substitute designers in any subsequent contract is subject to the consent of the Employer. Such consent will only be given if the Employer is satisfied that the proposed substitute is of equivalent or higher calibre and the substitute designers can provide the required level of Professional Indemnity Insurance.

#### 4. Curriculum Vitae

CV's of all proposed senior staff shall be submitted including details of the Contractors design staff.

#### 5. Proposed Sub Contractors

It is requested that the Tenderer provide a comprehensive schedule of their proposed subcontractors. It is not expected that Tenderers shall provide a list of all suppliers down to component level, but sub-system level shall be acceptable. Tenderers must ensure that the list contains as a minimum all long lead time systems and major components items.

#### 4.1.4 SCHEDULE “D” METHOD STATEMENT

The Tenderer shall outline his proposal for execution of the Works, including but not limited to his proposed method and logistics for design, mobilisation; source and method of transportation of materials; method of delivery and placement, storage, handling, placing and conservation. The method statement shall also give details of the quality assurance measures proposed.

The information provided in Schedule D shall be updated by the successful Contractor in accordance with the Contract providing that the Employer and/or Engineer shall be under no obligation to consent or otherwise accept the Contractor’s update in the event of the latter being less favourable to the Employer than the information submitted with the tender.

A schedule shall be joined listing any conditions or restrictions imposed by relevant environmental protection authorities responsible for the control of the disposal of material, including copies of applications, dumping permits and correspondence,

The document shall be a comprehensive statement of the Tenderer’s plan and approach for execution of the Works and the achievement of the key project milestone dates, including as a minimum a narrative on the following particulars:

Topic	Remarks
Programme Assumptions	Describe all assumptions made which have a significant bearing on the programme, including rationale behind the assumptions and their impact.
Calendars	Describe all calendars used within the programme, and the types of activities to which they have been assigned.
Design and Design interface Management	Provide a narrative on the design phase and key interfaces between design disciplines, procurement, construction and other entities and any key assumptions.
Procurements and Contracts	Provide a narrative on the procurement of major equipment and subcontracts, including timing for order placement, proposed suppliers and specialist sub-contractors for major components and anticipated delivery / mobilisation periods.
Access and Permits	Provide a narrative on the timing and sequence of work associated with securing access and permits for construction and operation of the works and any key assumptions made.
Mobilisation and Enabling Works	Provide a narrative on the timing and sequence of mobilisation and enabling works, to include site and yard establishment requirements, temporary works, recruitment, logistics, source and method of transportation of materials, method of delivery and placement, handling and placing etc.

Topic	Remarks
Construction	To include general sequence of the works, number of work fronts, outline methodology for major items of work, logistics plan, productivity rates used, primary plant and equipment.
Testing, Commissioning and Handover	<p>To include general sequence and plan for testing, commissioning and handover of the works, including places of manufacture and testing for off-site works.</p> <p>Details of any specialist sub-contractors to be employed for testing and commissioning works is also to be provided, including how the Contractor will manage any concurrent works in their programme and a coordinated site management system.</p>
Critical paths	Provide a narrative to describe the critical paths through the project, with particular emphasis on relevant assumptions, interfaces and constraints. Also discuss any potential risks and opportunities for later and earlier completion.
Resources	Provide a resource histogram based on the submitted programme along with a narrative describing the anticipated build-up of resources for design, procurement and on-site works
Interfaces with other entities	Discuss the timing of key interfaces with other contractors works at the Port, as described in the Specification. For interfaces where you are the providing party, describe the limitations preventing earlier completion.
Health, Safety and Environment	Provide details of the health, safety and environmental protection plans and mitigation measures proposed in accordance with the Specification.
Risk Assessment	Provide a narrative on the outputs of the risk assessment performed, to include top schedule risks and proposed mitigation and main drivers for the dates for Completion.
Quality Assurance	Provide details of the quality assurance measures proposed.
COVID-19	<p>Demonstrate the Tenderer's understanding and contingency plans against the COVID-19 virus, this should include but not be limited to the measures the Tenderer will take to ensure the health and safety of their staff and those they come into contact with as part of the project.</p> <p>COVID-19 shall not be treated as an Exceptional Event. The Method Statement shall clearly depict this aspect.</p>

## 4.2 Form of Tender Security

Guarantee No:.....[insert guarantee reference number]

The Guarantor: .....[insert name and address of place of issue, unless indicated in the letterhead]

Name of Contract/Contract No.:.....[insert reference number or other information identifying the contract with regard to which the tender is submitted]

The Beneficiary (the Employer):.....[insert name and address of the Beneficiary]


We have been informed that .....[insert name and address of the Tenderer] (hereinafter called the "Applicant") is submitting an offer for such Contract in response to your invitation, and that the conditions of your invitation (the "Conditions of Invitation", which are set out in a document entitled Instructions to Tenderers) require his/her offer to be supported by a tender security.

At the request of the Applicant, we .....(insert name of Guarantor) hereby irrevocably and unconditionally, without any reservations, objections or recourse claims, and regardless any objection from the Applicant or dispute between the Beneficiary and the Applicant, shall pay to the Beneficiary, any sum or sums not exceeding in total the amount of

**EUR 2,500,000.00<sup>1</sup>**

upon receipt by us of your demand in writing and your written statement (in the demand) stating that:

- (a) the Applicant has, without your agreement, withdrawn his/her offer after the latest time specified for its submission and before the expiry of its period of validity or otherwise invalidated the tender, or
- (b) the Applicant has refused to accept the correction of errors in his/her offer in accordance with such conditions of invitation by the relevant deadlines, or
- (c) you awarded the Contract to the Applicant and he has failed to sign the Contract by the relevant deadline, or
- (d) the Applicant signed the Contract and has failed to deliver Performance Bond or other deliverables required prior to the Commencement Date under the Contract by the relevant deadlines, or
- (e) the Applicant failed to extend the validity of this guarantee or provide a replacement guarantee to the same effect no later than 14 days prior to the end of the validity period of this guarantee, as required by the Instruction to Tenderers.

Your written demand for payment shall refer to this guarantee and be submitted to us within the validity period of this guarantee, in the original, to our bank to the address  or by SWIFT message via your bank.

<sup>1</sup> or PLN equivalent of the said amount calculated in accordance with the average rate of exchange published by the National Bank of Poland on the last business day preceding issue of the Tender Security.

The demand for payment in the original may be submitted personally, by post or by courier mail together with the confirmation of your bank or notary public that the signatures on this document have been made by persons authorized to represent the Beneficiary in accordance with the excerpt from the register of companies (KRS) or belong to persons authorized based on the power of attorney to sign the demands for payment under the guarantees.

The demand made via your bank with the use of SWIFT message shall include the representation of the Beneficiary's bank: (1) that it holds the original demand for payment, (2) that the signatures on the demand for payment are signatures of the persons authorized to represent the Beneficiary, in accordance with the excerpt from the register of companies (KRS) or of the persons authorized based on the power of attorney to sign the demands for payment under the guarantee, and (3) that the content of the demand for payment was fully quoted in the SWIFT message.

This guarantee shall be valid and enforceable from the day of issuance and shall expire automatically and in whole on [insert the date 35 days after the expiry of the validity of the Letter of Tender] if, within that period, you fail to submit the demand for payment, irrespective of whether this document is returned to us or not.

This guarantee shall be governed by the laws of Poland and in matters not regulated in the text of this document shall be subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except for article 15 thereof which shall not apply. Any disputes that may arise in connection with this guarantee related to interpretation, performance or breach hereof shall be resolved by a court having jurisdiction over the Beneficiary's registered office.

Signed by:..... Signed by:.....

Date:..... Date:.....

### 4.3 Tender Document Check List

The Tenderer shall complete this form as a confirmation all the correct and required information has been returned.

Item No	Title	Check
	<b>NON-DISCLOSURE AGREEMENT</b>	
	<b>PART I: Technical Proposal</b>	
(a)	Schedule A – Contractor’s Design Proposals	
(b)	Schedule B – Programme	
(c)	Schedule C – Organisation Information	
(d)	Schedule D – Method Statement	
	<b>PART II: Financial Proposal</b>	
(e)	Letter of Tender (signed by the Tenderer)	
(f)	Power of Attorney	
(g)	Company registration/incorporation documents	
(h)	In the case of a Joint Venture the JV agreement	
(i)	Tender Security	
(j)	Pricing Schedule	
(k)	Indicative cashflow forecast	
(l)	Letter including a statement that Tenderer is fully complying with the Tender terms except as expressly indicated and detailed in List of Exceptions	
(m)	Evidence of the required insurances	
(n)	Parent company guarantees issuing entity	
(o)	Tender Document Check List	

Signed by:.....

Date:.....

## 5 Conditions of Contract