

ISTRANA

**T5 TERMINAL PROJECT
IN GDANSK, POLAND**

**REQUEST FOR PROPOSALS
FOR
ENGINEERING CONSULTANCY SERVICES**

RFP RELEASE DATE: 06.05.2024

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1 BACKGROUND

- a) Istrana Sp. z o.o. (“the Client”) intends to construct Terminal T5 relating to Baltic Hub Terminal in Gdansk (“the Project”) including (but not limited to):
- i. Dredging, reclamation and ground treatment
 - ii. Over 800 m of new berth
 - iii. Approximately 21ha of new yard infrastructure

Further details of the Project with Tender documentations for General Contractor are provided on Istrana website (www.istrana.pl).

- b) The Project entails the further expansion of the port by commencing development of the fourth terminal, Terminal T5. For the initial operational period of T5 after being established, and before T5 is utilized as a container terminal, the Employer is 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 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.

- c) The Client is seeking to appoint an experienced engineering consultant (“the Consultant”) to provide engineering design, supervision and project management services (the “Services”) for the construction of Project. Further details of the Services are provided in Appendix 1.
- d) All capitalised terms used herein but not otherwise defined shall have the meanings attributed to them in the schedules and appendices attached hereto.

1.1 Project Schedule

- a) The intended **Project Schedule** is shown in Table 1.

	Activity	Planned Timing
a	Appoint Consultant	
b	Familiarization with the formal and technical documentation related to T5 Terminal Project (Comprehensive overall review of the preparatory work for the project up to the selection of the Contractor)	= (a) + [2] weeks
c	Construction	= (b)+ [29] months

Table 1 – Project Schedule

The Consultant shall submit its proposal for providing the Services taking into consideration the schedule shown in Table 1. The schedule will subsequently be developed in more detail by the Client in consultation with the successful Consultant and may be subject to adjustments

to suit project requirements. However the Client estimates that the date of completion of the project (letter c) Table 1 Project Schedule) not be later than end of year 2026.

2 SCOPE OF SERVICES

- a) **The Scope of Services** is set out in Appendix 1. The Consultant shall be obliged to familiarise himself with the technical documentation for the implemented T5 project by the Contractor. The relevant documentation is attached as Annex 1 to this RFP.
- b) The disclosed data documents will be available to the Consultant upon signature of the NDA (Annex 6), in accordance with the procedure described therein. The NDA document to be completed can be downloaded from the Client's website, where the Information to Consultants is placed.
- c) The Consultant shall interact and coordinate closely with the Client's project team which will be primarily based in Gdańsk.
- d) Project meetings shall be carried out mainly in Gdańsk and where the Client so decides as necessary, at locations outside of Gdańsk.

3 INSTRUCTIONS TO CONSULTANTS

3.1 Timetable for Submission of Proposals

The timetable for submission of proposals and award is summarized in Table 2.

	Tender Activity	By	Timing
A	Issue RFP	Istrana	6 May 2024
B	Site Visit and Briefing	Istrana	From 13 May 2024 to 16 May (8:00 am-14:00 pm)
C	Requests for Information (last date)	Consultants	24 May 2024
D	CLOSING TIME FOR SUBMISSION OF PROPOSALS	CONSULTANTS	14 June 2024
E	Clarifications and negotiations meetings	Istrana/ Short-listed Consultants	From 24 June to 5 July 2024
F	Internal approvals		From 8 to 12 July 2024
G	Award		= (f) + 2 weeks

Table 2 – Timetable for Submission of Proposals, Clarifications and Award

3.2 Briefing, Site Visit and Requests for Information

- a) The Consultant is expected to familiarise itself with the site and existing conditions prior to finalising and submitting its proposal (as defined below) under this RFP.
- b) In order for the Consultant to keep confidences (as described in point 9 of this RFP) or to obtain the disclosed data, it is necessary that the Non Disclosed Agreement (Appendix 6) to be signed and sent in advance of the submitted offer.
- c) Consultants are required to attend the site visit and briefing meeting in Gdańsk.
- d) This RFP might not contain all information that the Consultant may require. The Consultant should make its own enquiries and seek such clarifications as it deems necessary. The Client shall not be liable to the Consultant for any information in this RFP which is incomplete or inaccurate.
- e) All requests for information and queries regarding this RFP shall be submitted via email no later than the dates shown in Table 2 and should be directed to: office@istrana.pl

Contact is restricted to the email listed above. Contact with individuals other than listed may result in disqualification of Consultant's proposal.

3.3 Addenda

- a) Addenda to the RFP may be issued by the Client from time-to-time as the Client deems necessary. Such addenda shall be incorporated into and form part of this RFP.
- b) The Client reserves the right to modify or change the content of this document prior to the date the proposals are due.
- c) The Client has the option of cancelling the tender prior to the issuing of the T5 Contractor's Notice to Proceed which is now scheduled for 31.07.2024. The Consultant is not entitled to claim reimbursement of costs incurred or payment of any compensation in connection with the preparation and submission of the tender.

3.4 Submission of Proposals

The Consultant shall submit its proposal as two separate documents, namely, (a) the Technical Proposal and (b) the Financial Proposal (collectively referred to as the "**Proposal**"). It is important that the Consultant complete Appendix 3.

- a) The Consultant shall submit **their Proposal in 2 separate files in PDF format to the email addresses engineerT5@istrana.pl**. Submissions may only be packaged in *.zip format (*.rar format is not acceptable). Proposal documents shall all be duly completed, signed by qualified electronic signature.
- b) Proposals must be delivered by no later than the time shown in Table 2 to the email addresses mentioned in p. 3.4.b). Facsimile and hard copy proposals will not be accepted.

- c) Proposals that are received after the closing time may be considered disqualified.

4 TENDER EVALUATION – WEIGHTING

4.1 Tender Clarification Meetings

The Client intends to call tender clarification meetings for shortlisted Consultants (as mentioned point E Table 2 Timetable for Submission of Proposals, Clarifications and Award). These meetings will be held in Gdansk.

The Client considers that the role of: Project Director, Project Manager (as described in Appendix 1 Table B1: Head Office Key Personnel letter a) – b)) and Chief Resident Engineer, Contracts Manager/Commercial Manager (as described in Appendix 1 Table B1: Site Key Personnel (Construction Stage) letter i - ii) are critical to a successful project outcome, so the Client require that the personnel referred to in this point must attend F2F tender clarification meetings (letter E Table 2 – Timetable for Submission of Proposals, Clarifications and Award).

4.2 Evaluation Weighting

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

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

Tender evaluation will be based on the contents of proposals, as well as tender interviews and clarifications.

5 PROPOSAL REQUIREMENTS – TECHNICAL PROPOSAL

The Technical Proposal shall describe in detail the Consultant's qualifications and proposed project team, approach, methodology and programme for carrying out the tasks required under the Scope of Services (Appendix 1) within the required schedule. It should include the following sections:

5.1 Obligatory conditions that must be fulfilled;

- a) Insurance minimum of 20m PLN, proof of coverage under the necessary public, product and professional liability insurances with an insurance company or companies of repute and the coverage amounts thereunder. A copy of insurance should be attached.
- b) ISO 9001, ISO 45001 Certificates – copy of certificates should be attached.
- c) The bidder cannot be bankrupt or in liquidation. A declaration is required and should be attached.

- d) Within the last 3 audited years, the company should show revenues of a minimum of 50m PLN and should have been profitable for this time.
A copy of the profit and loss accounts or equivalent (tax book, etc) for the last three audited financial years should be attached.
- e) Financial resources (money on account) or creditworthiness of not less than 3m PLN with a Bank certificate or equivalent regarding possession of funds or creditworthiness in the amount is required and should be attached to the Proposal.

5.2 Relevant Experience

- a) during the last 10 years before the deadline for submission of the offers, the Consultant should have performed independently, in their own name and on their own behalf as a designer, full design documentation (construction project), obtained a building permit for hydro-technical facilities in maritime areas and investment supervision for minimum two investments with a cost estimate value of at least 100m PLN each. Confirmation and evidence of the above is required. Evidence may be in the form of, but not limited to: first page of design, building permit, references, information concerning total value of designed construction works, time in years from completion and/or taking-over protocols
- b) Site supervision and contract management experience in port and maritime projects, marine terminals engineering, deepwater quays with references are required. Information concerning total value of designed construction works, time in years from completion or/and taking over protocols should be provided.
- c) Design of terminal's infrastructure in areas with average winter temperatures below zero degrees Celsius. Evidence may be in form of, but not limited to: first page of design, references
- d) Number of Building Permits obtained in Poland in major construction projects (more of PLN 100m) in the last 10 years. As an evidence building permits and values should be attached.
- e) Number of Occupancy Permit obtained in Poland in major construction projects (more of PLN 100m) in the last 10 years. As an evidence occupancy permits and values should be attached.
- f) Number of supervised projects in marine major construction projects (more of PLN 100m) in the last 10 years. As an evidence of supervision and values should be attached.
- g) Client Reference Letters for designs and supervision works from the last 10 years for construction works, other than those highlighted above.

5.3 Approach and Methodology

The approach and methodology that the Bidder proposes to take to deliver the Scope of Services and deliverables within the required project schedule. This should be presented in one sections:

- Construction Stage.

5.4 Schedule of Deliverables

This should include those during Construction Stage.

5.5 Outline Construction Programme

For Construction Stage, describing the bidder's estimated timescales and key activities during construction stage in order to meet the overall timescales set out in this RFP.

5.6 Organisation and Staffing

This should be presented in one section:

- Construction Stage.

These sections shall include:

- Organisation charts to clearly show the Key Personnel (see the Scope of Services Appendix 1) and the number of engineering and technical support staff to be employed on this Project. The charts shall show reporting lines and location in which each of the personnel will be based. Bidders are free to add further positions to the list of Key Personnel if they deem it necessary.
- Detailed CVs for all Key Personnel and their relevant emails contact details should be submitted. Individual CV's should be a maximum of 4 pages.
- The Client considers that the project personnel will be pivotal to the successful outcome for the project. As such, the successful Consultant will have to make a contractual commitment to provide the Key Personnel that are named in the proposal for the duration of their associated roles under the project.
- Length of employment with the company, Polish licence, experience in Poland and any container terminal experience should be shown clearly in the C.V.
- The Client requires to attach provision of employment certificates of the mentioned persons.
- The Client requires that the personnel presented by the Consultant not be involved in other projects carried out for Baltic Hub Container Terminal Sp. z o.o.

5.7 CEO/ Director Contact Details.

The Client wishes to have direct access and regular periodic meetings with the CEO or the assigned Director (in addition to usual contact with the Consultant's Project Manager and/or

Chief Resident Engineer) in order to chart the progress against the agreed timescales, to resolve any issues regarding the Consultant's performance and to certify the services completed and delivered to the Client's satisfaction for the payment of fees due. The proposal shall clearly state these key contacts.

5.8 Manpower Schedules

These should be in the format in Appendix 3 and show the staff involved and estimated man-days for:

- Construction stage.

5.9 Company Information

This should include contracting entity, parent company, annual turnover in the ports sector and sub-consultants.

6 PROPOSAL REQUIREMENTS – FINANCIAL PROPOSAL

The Financial Proposal shall comprise the following:

- a) Fully completed Fee Schedules as attached in Appendix 3; and
- b) Any **qualifications** to the completed bid or to the terms and conditions of the Consultancy Services Agreements that may affect pricing.

6.1 Fee Pricing Assumptions

- a) The Consultant shall price the services in accordance with fee schedules, notes and other conditions of payment shown in Appendix 3 and other conditions contained within this RFP.
- b) The proposed fees shall include all direct and indirect costs and expenses, including amongst others, the salaries and salary related costs of the personnel, insurance, medical benefit, bonus, overtime payment (unless otherwise stated), travel costs, all transportation, accommodation, offices and any other allowances, overheads, and any other costs and disbursements incidental and/or ancillary to the provision of the services.
- c) Site office facilities and transport for pre-agreed site-based staff will be provided by the Client during the Construction Stage via the Construction Contract.
- d) The total fees payable for the services to be rendered by the Consultant ("Fees") shall be subject to agreement between the Consultant and the Client and shall further be subject to the provisions of the Consultancy Services Agreement.
- e) Tendered fees shall be in PLN.
- f) The Consultant shall include in its pricing, all taxes, duties and the like and/or contributions whatsoever and/or penalties and/or interest thereof which may be required under the laws or regulations in force in Poland and/or any other relevant jurisdiction, except any service

tax chargeable for the supply of goods, services or works required for the provision of the services under the Consultancy Services Agreement(s) which is applicable under the laws of Poland.

- g) Consultants shall be familiar with the various tax laws and regulations in Poland and other relevant jurisdictions, including but not limited to those laws or regulations relating to income tax, withholding tax and goods and services tax.
- h) The lump sum fee components shall be deemed to cover all extensions of time for all services to be provided by the Consultant.

7 PROPOSAL VALIDITY

- a) The Consultant shall keep the Proposal open for acceptance by the Client for a period of 90 calendar days after the date of submission of the Proposal or such date as may be extended by the parties (“**Proposal Validity Period**”) and shall not withdraw, vary or qualify the Proposal unless the validity of qualify will be done because of the clarification meetings point E Table 2 (Timetable for Submission of Proposals, Clarifications and Award) by the date indicated in letter F Table 2 (Timetable for Submission of Proposals, Clarifications and Award).

8 ADDITIONAL INFORMATION

- a) Consultants may be required to provide resolutions or a Power of Attorney passed or executed (as the case may be) by the Consultant’s board of directors as proof that it has been duly authorised to submit the Proposal to the Client. Resolutions passed by the Consultant’s board of directors shall be in accordance with the Consultant’s Memorandum and Articles of Association (or such other constitutive documents) and shall clearly provide that the named person(s) is/are authorised to execute the Proposal and all other documents in relation thereto.
- b) Consultants shall, if requested by the Client, provide the following information:
 - the name and address of any person or entity which owns, directly or indirectly, at least 50% of the issued share capital of the Consultant; and
 - the number, percentage and class of shares held by each such person or entity.
 - the respective names, nationality, identity card or passport numbers of the partners or directors in addition to declaring their respective equity participation in the Consultant, together with a printout of an up-to-date business profile of the Consultant obtained from the relevant authority.
- c) Consultants may be required by the Client to provide an undertaking, executed by its parent company, on the provision of a performance guarantee from the Consultant’s parent company.

9 CONFIDENTIALITY

Except with the prior consent in writing of the Client, Consultants shall not publish or disclose any information given in this RFP to any third party save as required under any laws or regulations of any relevant jurisdiction.

10 MISCELLANEOUS PROVISIONS

- a) The time and costs to prepare and submit the Proposal is solely the responsibility of the Consultant. Under no circumstances shall the Client be obliged to reimburse such expense.
- b) The Proposal and all supporting documentation thereto shall become the property of the Client upon the submission thereof.
- c) No oral representation shall be: (i) accepted or construed as modifying or varying any of the provisions, terms or conditions in this RFP and (ii) binding on the Client.
- d) The Client is under no obligation to accept the lowest proposal or the whole or part of any proposal. The Consultant shall take note that the Consultancy Services may not necessarily be awarded to the lowest Consultant. The Client at its sole and absolute discretion determine whether or not to award the Consultancy Services.

The Client expressly reserves the right, in its sole discretion and without giving any reasons therefore (and without liability on the part of the Client), at any time and in any respect, to (i) amend or terminate the procedures by which the Consultant is to the Proposal, and by which it will pursue negotiations with the Consultant following submission of the Proposal, (ii) terminate discussions with the Consultant, (iii) reject the Proposal for any or no reason (including, without limitation, rejecting the Proposal as a result of any breach of the RFP) without prior notice to the Consultant or any other person and (iv) negotiate with other prospective persons with respect to the Consultancy Services, by any means or process designated by the Client, without any legal obligation or liability of any kind whatsoever to the Consultant, until the execution and delivery of the Consultancy Services Agreements.

- e) For the avoidance of doubt, and in the event of any discrepancy between the RFP and the Consultancy Services Agreement, the Consultancy Services Agreement shall prevail.