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## **TENDER BOOK**

**Acquisition of detailed engineering for the realization of the project  
THE ESTABLISHMENT OF A NEW POLYEPOXIDE PRODUCTION UNIT  
IN CHIMCOMPLEX SA COMPANY**

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## **1. OBJECT OF THE TENDER BOOK**

- 1.1. These tender book contain the minimum requirements that must be met by a specialized company to provide the detailed engineering for the epichlorohydrin-based polyepoxide production unit.
- 1.2. The technical specifications mandatory include technical requirements that must be considered by the bidder when drafting the technical proposal. These define, as applicable and without being limited to the following: qualitative, technical, and performance levels; operational safety; dimensions; as well as quality assurance systems, terminology, symbols, testing and test methods, and conditions for certification of compliance with relevant standards.
- 1.3. The technical and functional characteristics presented below for the services being procured are mandatory and minimum; they may be offered at a superior level (with the specific highlighting of all such deviations). If a proposal does not meet all the minimum requirements, the proposal will be declared non-compliant. Alternative bids are not permitted.

## **2. SCOPE OF ACTIVITY**

The procurement procedure aims to acquire detailed engineering services for the epichlorohydrin-based polyepoxide production unit for the following disciplines: process (technological), mechanical, electrical, and automation.

The Tenderer is responsible for preparing the detailed engineering necessary for the project realization.

The Tenderer shall submit, together with the offer, all technical details taken into consideration for the realization of the design for the mentioned plant.

In the event that no offer covers all the requirements from Chapter 2 and Chapter 3, the Beneficiary may decide to cancel the procedure.

The following activities shall be included in the Tenderer's responsibility:

- Preparation of detailed engineering for the disciplines: technological, mechanical, electrical, and automation.
- Gantt chart of the requested activity.

Gantt Chart of the requested activity with staggered handover of the detailed engineering for the component installations of the epichlorohydrin-based polyepoxide production unit.

- As-built documentation after the successful completion of the performance test of the designed plant, which will be conducted after the commissioning of the designed plant.

- Technical assistance during the construction-assembly works of the designed plant and for the presentation of the designers' specialist reports required for the reception upon completion of the construction-assembly works of the designed plant.

The Tenderer shall execute the detailed engineering in accordance with the provisions of good engineering practices and with the technical standards in force in Romania and the EU.

In the event of a conflict or inconsistency between the terms of this Tender Book and the specifications provided by the tenderer in the offer, the specifications of this Tender Book shall prevail.

Regardless of information obtained by the Tenderers during the preparation of the offer, only the information presented in:

- a. The Tender Book;
- b. The Beneficiary's response to a clarification request during the preparation of offers, shall be used for the preparation of the offer, thus ensuring that the received offers can be compared by the evaluation committee during the evaluation process.

The Tenderer has the general responsibility for the correct delivery of all documentation described in this Tender Book.

By submitting its offer, the Tenderer agrees that it has understood and deems the requirements of this Tender Book sufficient, such that its proposal meets the requirements of the Beneficiary.

Considering that the data required for the detailed engineering also include confidential information held by the Beneficiary and the licensor of the production license related to the plant to be designed, these shall be provided to the Tenderers, upon their request, only after the signing of a non-disclosure agreement (NDA). The documents that can be provided upon request are:

| No. | DOCUMENT TITLE                                          |
|-----|---------------------------------------------------------|
| 1   | Process Description                                     |
| 2   | Process and Utility Flow Diagram (PFD)                  |
| 3   | Material Balance. Heat Balance                          |
| 4   | Equipment List                                          |
| 5   | Plant Waste Effluents                                   |
| 6   | Cause and Effect Diagram                                |
| 7   | Plant Layout Plan                                       |
| 8   | Preliminary Structural Layout, including Loads          |
| 9   | Master Equipment Layout Plan                            |
| 10  | Piping List                                             |
| 11  | Valve List                                              |
| 12  | Instrumentation List, Measurement and Control Apparatus |
| 13  | Electrical Consumer List                                |

If the Tenderer requires any additional data other than those mentioned above, they shall

address the request to the Beneficiary in order to receive the necessary information for the preparation of the offer (also subject to the signing of a non-disclosure agreement).

Furthermore, the winning Tenderer shall be responsible for any discrepancies, errors, or omissions in the specifications, drawings, and other technical documents prepared under the detailed engineering contract.

### **3. TECHNICAL DESCRIPTION OF THE INVESTMENT OBJECTIVE**

#### **3.1. Project context and objectives**

CHIMCOMPLEX S.A. BORZEȘTI has obtained, as BENEFCIARY, from the Ministry of Finance, financing contract no. 40 dated 04.12.2024, based on Government Decision no. 300/2024, within the "State aid scheme aiming at regional development by stimulating the realization of investments" for the implementation of the project "THE ESTABLISHMENT OF A NEW POLYEPOXIDE PRODUCTION UNIT IN CHIMCOMPLEX SA COMPANY".

The general objective of the project thus financed consists of the realization of a manufacturing unit for epichlorohydrin-based polyepoxides.

The technology for producing epichlorohydrin from biogenic glycerin is efficient and sustainable. The produced epichlorohydrin must be of the highest quality, and the resulting brine must have high purity to be recirculated into the membrane electrolysis plant.

By using biogenic glycerin (a by-product from biodiesel plants) as raw material for epichlorohydrin manufacturing, instead of propylene, the following are obtained:

- a reduction of the carbon footprint by approximately 2.56 tons CO<sub>2</sub>/ton of epichlorohydrin;
- a reduction of the quantity of generated wastewater from 40 to 5 t/t of epichlorohydrin.

The technologies to be implemented in the project for polyepoxide production ensure a closed loop through:

- purification of the resulting brine and its recirculation into the membrane electrolysis plant;
- treatment of liquid waste and gaseous emissions through incineration and energy recovery.

Thus, the present project must adopt a sustainable technology (which consumes raw materials from renewable sources, achieves low resource/utility consumption, with low pollutant emissions), thereby presenting a series of advantages:

- Closed-loop technology with optimal integration into the Membrane Electrolysis Plant;
- Energy efficiency due to internal steam production and resource recovery;

- Internal treatment and purification unit for the resulting brine, leading to the recovery of raw material that can be integrated into the general Chimcomplex flow;
- ZERO DISCHARGE – general plant concept;
- Production of high-quality products;
- Reliable production plant with low pollutant emissions;
- Compliance with current European Union requirements regarding environmental protection (use of bio-based raw materials and circular economy).

The configuration of the epichlorohydrin-based polyepoxide production unit is as follows:

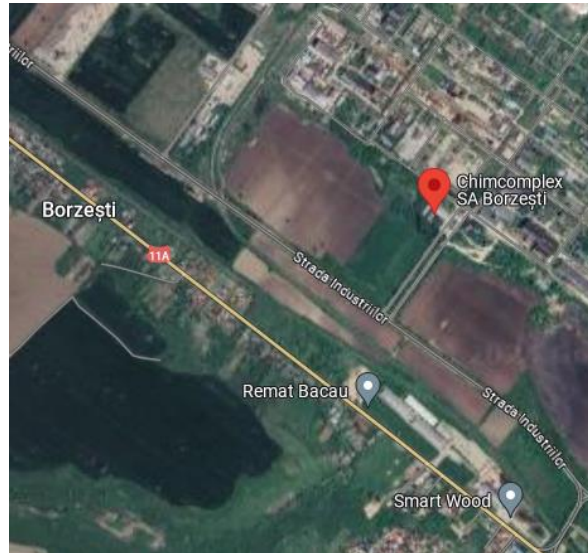
- 1) Epichlorohydrin synthesis plant;
- 2) Polyepoxides synthesis plant, comprising lines/units for the production of basic liquid polyepoxides, solid polyepoxides, solvent-based polyepoxides, modified polyepoxides;
- 3) Reactive diluents plant;
- 4) Brine treatment and purification plant;
- 5) Waste incineration plant;
- 6) Utilities unit.

The wastewater resulting from the production units will be treated so that it can be discharged into the existing local treatment plant on the platform.

| Design Data                                         | Technical Parameters                                            |
|-----------------------------------------------------|-----------------------------------------------------------------|
| Epichlorohydrin synthesis plant capacity            | 26,000 t/year epichlorohydrin                                   |
| Basic liquid polyepoxides synthesis plant capacity  | 24,000 t/year basic liquid polyepoxides                         |
| Solid polyepoxides synthesis plant capacity         | 10,000 t/year solid polyepoxides                                |
| Modified polyepoxides synthesis plant capacity      | 10,000 t/year modified polyepoxides                             |
| Solvent-based polyepoxides synthesis plant capacity | 6,000 t/year solvent-based polyepoxides                         |
| Reactive diluents plant                             | 4,000 t/year reactive diluents                                  |
| Brine treatment and purification plant capacity     | 20 m <sup>3</sup> /h                                            |
| Incineration plant capacity                         | 162 kg/h liquid residues<br>5000 Nm <sup>3</sup> /h waste gases |
| Operating time                                      | 8300 h/year                                                     |
| Plant flexibility                                   | 50-100% of nominal capacity                                     |

### 3.2. Investment Location

The investment location is situated outside the protection perimeter of historical and architectural-urbanistic values. The space intended for the future investment is the property of Chimcomplex SA Borzești.



#### Site Information:

Site altitude: 208.5 m (above sea level);

Climatic data:

- barometric pressure: approx. 1013 mbar (760 mmHg);
- ambient temperature (min/max): -29.6°C (winter) / +39.8°C (summer);
- annual average temperature: +8°C to +9°C;
- relative humidity: min 60% / max 90%;
- multi-annual average precipitation: 50,9 l/m<sup>2</sup>;
- snow load: 2,5 kN/m<sup>2</sup>;
- wind: pressure = 0.5 kPa (at 10 m height above ground), speed = 35 m/s (at 10 m height above ground), predominant direction NNW;

Seismic data:

- peak horizontal ground acceleration (a): 0.28g;
- corner period (T<sub>c</sub>): 0.7 sec;
- mean recurrence interval: 100 years;
- MSK/Mercalli scale: degree VIII;

**a) Relationships with neighboring areas, existing access routes, and/or possible access routes:**

The CHIMCOMPLEX Borzești premises are located approximately 8 km south-east of Onești city, in the southern sector of the Tazlău–Cașin depression. The company is located on the Borzești Industrial Platform, in its eastern part, having the following neighbors:

North–West: Termoelectrica – Electrocentrale Borzești Branch CET 1

South–East: agricultural land of Ștefan cel Mare commune

East: Trotuș River, at approximately 800 - 1000 m

North–East: agricultural land of Gura – Văii commune.

**b) existing pollution sources in the area:**

Manufacturing plants for chlor-alkali products, inorganic chlorides, and alkylamines are in operation on the site, regulated by an integrated environmental authorization. The plant is IPPC and complies with applicable legal provisions at the European level. The technologies used are BAT.

**c) existence of:**

**- utility networks on the site that would require relocation/protection, to the extent they can be identified;**

here are no networks that would require relocation/protection.

**- possible interferences with historical/architectural monuments or archaeological sites on the location or in the immediate vicinity; existence of specific constraints in case of protected zones or protection zones;**

Not applicable.

The project will be implemented on the industrial platform, on land belonging to Chimcomplex SA Borzesti, being outside areas with historical/architectural monuments and at a distance from protected natural areas.

**- lands belonging to institutions that are part of the defense, public order, and national security system;**

Not applicable.

**d) geophysical characteristics of the land intended for the unit's location:**

The detailed engineering shall be completed before the commencement of construction works; detailed engineering for civil works and steel structures is not the subject of this Tender Book.



## **4. IMPLEMENTATION OF THE CONTRACT OBJECTIVE**

### **4.1 Implementation duration**

The duration for the completion of the detailed engineering is a maximum of 12 months from the signing of the contract, with staggered handover of the detailed engineering for the component installations of the epichlorohydrin-based polyepoxide production unit.

### **4.2. Technical documentation to be delivered under the contract**

The Contractor shall deliver the following documents:

- Detailed engineering related to the designed plant by specialty: process (technological), mechanical, electrical, and automation, including documentation for Ex zoning;
- As-Built design documentation:

The As-built documentation shall be submitted within three months from the signing of the Performance Test Success Protocol.

All deliverable documents must comply with applicable standards: SR EN ISO, laws, and technical regulations in force in Romania and the European Union (EU), the EU ATEX and environmental Directives, and the requirements of EU and Romanian legislation regarding pressure equipment.

The Provider is obliged to prepare all necessary documentation in accordance with the provisions of this Tender Book and the documents made available by the Beneficiary (as regulated in this Tender Book), as well as in accordance with the provisions of the applicable technical and legislative regulations in force, with the aim of implementing the project within the deadlines established in the Execution Schedule and successfully completing the contract.

The language for drafting all documentation is English and/or Romanian. Technical documentation shall be transmitted in electronic format, and the approved final documents shall also be transmitted in printed format in 4 (four) copies.

All designs, materials, and works shall be based on applicable national and European standards in force at the date of contract signing.

The Provider shall propose, in the initial phase of the design activity, a numbering/identification system for the documents composing the technical design documentation, which allows for their traceability from the date of the first submitted edition/revision until the date of the last edition/revision.

The proposed system shall allow the management of approval phases and status tracking for any component document and any package/documentation submitted by the Supplier.

The date of the last edition/revision is the date of submission of the documentation at the as-built phase (conform cu execuția) after implementing any comments from the Beneficiary. This edition/revision shall be included in the Plant Technical Book and shall bear the label FINAL.

In case the documents are not approved by the Beneficiary, a copy shall be returned to the Supplier, together with the list of objections and having the necessary changes marked. Upon approval in final format, a copy shall be marked with the inscription "APPROVED" and returned to the Supplier.

The reception of detailed engineering services shall be carried out in compliance with the applicable regulations in force, as follows:

a) The reception of engineering services shall be performed based on a protocol signed by the parties: Supplier and Beneficiary. Upon completion of the deliverables, the Supplier has the obligation to submit the technical documentation at the Beneficiary's headquarters, in hard copy in 4 (four) copies and in electronic format (via e-mail, in editable and PDF/DWG formats, as applicable).

The deadline for the Beneficiary to issue the approval response or the request for completions / clarifications regarding the submitted design documentation is a maximum of 21 days from the handover of the documentation by the Provider.

The Supplier shall perform within maximum 21 days the necessary additions or changes to the documentation to obtain positive approval from the Beneficiary. Based on this, the Beneficiary shall sign the Documentation Reception Protocol, following the approval obtained within a Technical-Economic Committee (CTE) meeting of the Beneficiary. The Supplier shall be prepared to present the detailed engineering projects during the Beneficiary's CTE approval meeting.

## **5. PRESENTATION OF THE OFFER**

### **5.1. Submission of Offers**

The offer shall be submitted in a sealed envelope to the registry of Chimcomplex S.A. Borzesti, Str. Industriilor nr. 3, Onești, Bacău, for the attention of: Anamaria Mardaru – Technical Director.

The following details shall be mentioned on the envelope/box:

- 1. Name and address of the tenderer**
- 2. Project name: THE ESTABLISHMENT OF A NEW POLYEPOXIDE PRODUCTION UNIT IN CHIMCOMPLEX SA COMPANY**
- 3. DO NOT OPEN BEFORE 30.01.2026, 13:00**

**The deadline for submission of the offer is 30.01.2026, 12:00.**

All offers will be opened on 30.01.2026, 13:00. The evaluation committee shall participate in

the opening meeting. To the extent that they opt for this, representatives of the tenderers may also participate in the opening meeting, based on a power of attorney signed by the legal representative of the tenderer, to be presented in original. At the opening meeting, an offer opening protocol shall be signed by all participants.

The offer shall be presented: (i) in hard copy, in Romanian or English, signed on each page by the authorized representative, in one original copy; and (ii) on a memory stick and/or digital link, which will contain the offer in PDF format. The digital link shall have a secure password. The password shall be sent in a separate sealed envelope.

The main envelope/box shall contain 3 distinct envelopes:

- Envelope with the tenderer's qualification documents, according to Chapter 5.2;
- Envelope with the technical offer;
- Envelope with the commercial offer.

The tenderer may perform a site visit within a maximum of 15 calendar days from the date of receiving the invitation and the publication of the announcement on the Chimcomplex S.A. Borzești website.

The Tenderer may submit clarification requests no later than 4 days before the deadline for the submission of the offer. The Beneficiary shall respond to the clarification requests received from tenderers within a maximum of 3 calendar days from the date of receipt of the clarification request. The responses to clarification requests shall be brought to the attention of the interested economic operators by publication on the Chimcomplex S.A. Borzești website (except for confidential documents/information, which shall be transmitted only to the requesters following the signing of the related non-disclosure agreement). Should it be required, the Beneficiary may extend the deadline for the submission of offers, in which case it shall bring this to the attention of potential interested economic operators by publication on the Chimcomplex website.

The offer shall be signed on each page by the legal representative of the tenderer and shall be numbered and indexed.

The offer must arrive at Chimcomplex SA Onesti before the deadline date and time established by the beneficiary for the receipt of offers.

Any offer found to be in non-compliance with the above provisions will be rejected. Offers received after the deadline date and time, or at a different address of the Beneficiary, will be returned unopened (in a sealed envelope/box).

## **5.2 Demonstration of the Tenderer's Technical and Financial Capability (Qualification Requirements)**

### ***Technical Capability***

The Tenderer shall present a list of references for similar works completed in the last 4 years, demonstrating the completion of at least 2 similar projects (DDE - detailed engineering for an industrial chemical plant). The reference list shall specify: project title, beneficiary, annual capacity of the plant, project value, year of commencement and completion, current project status (under construction, in operation, shut down, etc.), the beneficiary's contact person, and the Tenderer's role in the project. The Beneficiary will request the supporting documents from the tenderer ranked 1st in the final ranking to verify the reality of the statements in the reference list. If the tenderer fails to submit the documents within the deadline set by the Beneficiary, its offer will be rejected, and the Beneficiary will request supporting documents from the next ranked tenderer.

### ***Financial Capability and Avoidance of Conflict of Interest***

Tenderers must meet the following mandatory minimum requirements:

- **Positive financial years for 2022-2024 – to be demonstrated with the related approved balance sheets.**
- **Completion of the declaration on the avoidance of conflict of interest attached to the tender book – Annex 1.**

Failure by a tenderer to meet any of the qualification requirements set out in this section will lead to the rejection of the respective offer.

## **5.3. Technical Offer**

The validity period of the offer must be at least 90 days from the deadline for submission of offers.

The technical offer must comply with the minimum requirements established in this tender book and the data communicated by the Beneficiary following the signing of the non-disclosure agreement.

It shall include:

- The proposed technical solution considering the described project and the requirements presented in the tender book, which shall mandatorily include:
  - *Detailed engineering development methodology;*
  - *List and description of deliverables;*
- The proposed execution schedule with staggered handover of the detailed engineering for the component installations of the epichlorohydrin-based polyepoxide production unit.

The execution schedule must be correlated with the technical and financial offer.

The offer shall also include the contract model attached to this Tender Book (Annex 2), acknowledged by the tenderer through a holographic signature applied on each page.

The Tenderer guarantees the quality of the detailed engineering performance in accordance with national and international norms of good engineering practice and technical standards in force in Romania and the European Union, from a technical point of view and regarding environmental regulations and BAT (Best Available Technologies).

The Tenderer shall take into account that, after awarding, within the contract to be concluded between the parties, it will have the obligation to provide the Beneficiary with a Bank Performance Bond in the amount of 10% of the contract value excluding VAT, with a validity of 37 months from the signing of the contract (covering 30 days beyond the warranty period of at least 36 months). The performance bond will be valid for the entire warranty period of 37 months from the signing of the contract until the final reception of the designed plant, when the final reception protocol will be signed and the Final Acceptance Certificate will be issued. The performance test of the designed plant will be carried out for a period of 72 hours, within a maximum of 6 months from the commissioning of the designed plant and after a period of at least two weeks of normal and stable operation of the plant.

The performance test will consider the fulfillment of the performance parameters of each installation assumed by the basic engineering and license provider.

In the event that the performance test of the designed plant is not successfully completed within 36 months, then the validity of the bank guarantee letter shall be correspondingly extended until the signing of the Performance Test Success Protocol.

#### **5.4. Financial Offer**

**he maximum estimated value of the contract according to the requirements of the tender book is 7,500,000 EURO (excluding VAT). The offer shall not exceed this maximum estimated value, under the penalty of rejection.**

The financial offer shall include the total price, broken down by components, and shall be expressed in EURO or LEI, respecting the requirements described in Chapter 2; the number of designers by specialty, the number of design hours allocated to each specialty, and the hourly design rate shall be detailed. In order to compare the offers, a RON/EUR exchange rate from the date of publication of the announcement for the acquisition of the services presented in the tender book will be used.

The price payment conditions will be as follows:

|                          | Value / Weight | Payment Conditions                                                                                                             |
|--------------------------|----------------|--------------------------------------------------------------------------------------------------------------------------------|
| Contract advance payment | 10%            | After contract signing and receipt of the Bank Guarantee Letter for advance repayment + the performance bond (bank guarantee). |

|                                                                                                    |     |                                                                                                                                                                                                                                                                                                                                                            |
|----------------------------------------------------------------------------------------------------|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Upon completion of 30% of the 3D model for the project DDE                                         | 10% | After the acceptance of the respective documentation by the Beneficiary..                                                                                                                                                                                                                                                                                  |
| Upon delivery of documentation for the mechanical specialty                                        | 10% | After the acceptance of the respective documentation by the Beneficiary.                                                                                                                                                                                                                                                                                   |
| Upon delivery of documentation for electrical and automation specialties                           | 10% | After the acceptance of the respective documentation by the Beneficiary.                                                                                                                                                                                                                                                                                   |
| Upon completion of 60% of the 3D model for the project DDE                                         | 10% | After the acceptance of the respective documentation by the Beneficiary.                                                                                                                                                                                                                                                                                   |
| Detailed plant layout for the construction phase                                                   | 15% | After the acceptance of the respective documentation by the Beneficiary.                                                                                                                                                                                                                                                                                   |
| Upon 100% completion of the 3D model and handover of the entire detailed engineering documentation | 15% | After the acceptance of the respective documentation by the Beneficiary.                                                                                                                                                                                                                                                                                   |
| After the successful performance test of the designed plant                                        | 20% | Upon signing the Performance Test Success Protocol (after the successful completion of the performance test) of the polyepoxide production unit. The performance test shall be carried out within a maximum of 6 months from the commissioning of the plant and after a period of at least two weeks of normal and stable operation of the designed plant. |

Invoices shall be issued after the fulfillment of the payment conditions mentioned above and the signing of the reception protocol without objections for each documentation. Payment shall be made within 30 days from the receipt of the invoice. In the event of errors, these shall be signaled by the beneficiary within 5 days from the receipt of the invoice, and the invoice shall be redone accordingly. The payment term shall be calculated from the receipt of the corrected invoice.

The Bank Guarantee Letter for the repayment of the advance shall be valid until the signing of the Performance Test Success Protocol.

Any offer that does not comply with the requirements of this chapter shall be rejected.

## 6. DOCUMENT ANALYSIS AND COMPLIANCE

The Tenderer is obliged to examine all information in this Tender Book, including its annexes, as well as documents subsequently issued by the Beneficiary (clarifications).

The Tenderer is obliged to possess or obtain access to the technical standards and EU norms relevant to the execution of the contract.

The Tenderer shall immediately inform the Beneficiary regarding any contradictions,

ambiguities, and/or omissions existing in the documents and information received from the Beneficiary.

The Tenderer shall assume the risk in case of non-compliance with the requirements of this Tender Book.

The Beneficiary has the right to request, in writing, clarifications of the offer after the receipt of the offers and during the evaluation process, in which case the Tenderer shall be obliged to respond within the deadline to the clarification request.

The Beneficiary shall not be held liable for the costs or expenses incurred by the Tenderer in connection with the analysis of the documents, the preparation, and the submission of the offer, in any of the cases where the Tenderer is declared a winner or non-winner.

The Beneficiary shall not be held liable and, consequently, the Tenderer shall not claim damages if the Beneficiary awards the contract according to the award criteria in Chapter 10, cancels this procedure prematurely, or decides to reject offers that do not comply with the provisions of this Tender Book.

## **7. QUESTIONS FROM THE TENDERER**

All questions/clarifications from the tenderers, including any identified contradictions, shall be sent by email to the Beneficiary (contact addresses: [anamaria.mardaru@chimcomplex.com](mailto:anamaria.mardaru@chimcomplex.com); [catalina.ionescu@chimcomplex.com](mailto:catalina.ionescu@chimcomplex.com)).

The responses to clarification requests shall be brought to the attention of the interested economic operators by publication on the Chimcomplex S.A. Borzești website (except for confidential documents/information, which shall be transmitted only to the requesters following the signing of the related non-disclosure agreement).

Should it be required, the Beneficiary may extend the deadline for the submission of offers, in which case it shall bring this to the attention of potential interested economic operators by publication on the Chimcomplex website.

## **8. SITE VISIT**

During the offer preparation period, it is recommended that Tenderers conduct a site visit to understand the magnitude and nature of the project, the location and its access, the conditions under which the works will be performed, and any other aspects that may influence the offer. The Beneficiary will not entertain any claims/demands based on insufficient knowledge of the above-mentioned elements.

The Tenderer may visit the site within a maximum of 15 calendar days from the date of publication and transmission of the invitation to participate in this selection procedure.

## 9. CONFIDENTIALITY OF DOCUMENTS

The Tenderer shall consider the technical documents received from the Beneficiary, as well as their content, as confidential on a permanent basis. These documents may be used by the Tenderer only for the purpose of preparing the offer and shall not be transmitted to third parties unless this becomes strictly necessary for the preparation of the offer and only to the strictly necessary extent. Third-party consultants engaged for this purpose shall be informed by the Tenderer regarding the confidentiality of the received technical documents and shall be obliged to respect such confidentiality.

The Tenderer shall not make any public statement regarding the received technical documents without the written approval of the Beneficiary.

## 10. CONTRACT AWARD CRITERION

To differentiate between compliant offers, the criterion of the most efficient offer from a technical-economic point of view / the **best price-quality ratio** will be applied, as follows:

| Evaluation Factors |                 | Weight, % |
|--------------------|-----------------|-----------|
| 1                  | Financial offer | 80        |
| 2                  | Technical offer | 20        |
| TOTAL              |                 | 100       |

Details regarding the application of the calculation formula for the total score:

$$P = (80\% \times F) + (20\% \times T) \text{ points}$$

Where:

P- total score

F- score obtained following the evaluation of the financial offer

T- score obtained following the evaluation of the technical offer



|                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                             |
|-------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| <b>F</b>          | <b>FINANCIAL OFFER SCORE</b><br>Calculated taking into account the following :                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>Max.<br/>100<br/>pts</b> |
| <b>F1</b>         | <p>The price compared for scoring purposes is the total price, in EURO or LEI excluding VAT.</p> <p>The maximum score of 100 points is awarded to the offer with the lowest price, <math>F_{\min}</math> (score for the minimum price).</p> <p>For an offer with price (n), other than the minimum, the allocated score will be determined as follows:</p> $F_n = \frac{\text{minimum offer price}}{\text{offer price}(n)} \times 100$                                                                                                                                                                                                   | 100                         |
| <b>F = F1</b>     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                             |
| <b>T</b>          | <b>TECHNICAL OFFER SCORE</b><br>Calculated taking into account the following:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Max.<br/>100<br/>pts</b> |
| <b>T1</b>         | <p><b>Technical Methodology for Detailed Engineering</b></p> <p>Se evaluează:</p> <ul style="list-style-type: none"> <li>Structuring of design phases (PFD, P&amp;ID, layout, isometrics, equipment lists)</li> <li>Interdisciplinary coordination (process, mechanical, piping, electrical, automation)</li> <li>Approach to changes and revision management</li> </ul> <p><b>Scoring:</b></p> <ul style="list-style-type: none"> <li>40 points – Clear, detailed, and coherent methodology,</li> <li>10–35 points – Adequate methodology, but insufficiently detailed</li> <li>0–10 points – Unclear or generic methodology</li> </ul> | 40                          |
| <b>T2</b>         | <p><b>Quality and Detail Level of Deliverables</b></p> <p>Evaluation items:</p> <ul style="list-style-type: none"> <li>Full list of deliverables (P&amp;ID, isometrics, material lists, etc.)</li> <li>Detail level required for execution</li> <li>Deliverables format (editable, standardized)</li> </ul> <p><b>Scoring:</b></p> <ul style="list-style-type: none"> <li>60 points – Complete and well-structured list of deliverables</li> <li>10– 50 points – Adequate list of deliverables, with minor gaps</li> <li>0–10 points – Incomplete or unclear deliverables</li> </ul>                                                     | 60                          |
| <b>T3</b>         | <p><b>Similar Projects</b></p> <p>10 points will be awarded to the tenderer presenting the highest number of similar projects.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 10                          |
| <b>T=T1+T2+T3</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                             |

Annexes to this Tender Book:

1. Declaration on the avoidance of conflict of interest
2. Contract Model

## **CONTRACTUAL CONDITIONS**

- The contract shall be concluded based on the published draft contract (Annex 2) together with this Tender Book and shall be signed only with the tenderer designated as the winner, based on the fulfillment of the qualification requirements, the qualification of the technical and financial offer as compliant, and the score awarded following the application of the evaluation criteria.
- The bidding documentation, any clarifications, and the winning offer shall constitute annexes to the contract concluded between the parties.

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