

**Współfinansowane z unijnego systemu handlu
uprawnieniami do emisji (Funduszu Modernizacyjnego)**

Date:

**APPLICATION FORM
for admission to the tender**

Ordering Party:
STS Logistic Sp. z o.o.
Jasin, Rabowicka 6, 62-020 Swarzędz

In response to the announcement of the initiation of the contract award procedure conducted in accordance with the procedure referred to in art. 70¹ – 70⁵ of the Act of 23 April 1964 – the Civil Code (consolidated text: Journal of Laws of 2025, item 1071, as amended), we hereby declare our readiness to participate in the procurement tender for the selection of the Contractor for the investment project consisting in the construction of a power facility:

„BESS-7 electrical energy storage system
with maximum charging and discharging power of 2.0 MW with a nominal capacity of 5.15 MWh,
connected to a photovoltaic installation with a DC power of 1.735 MWp
and the power distribution network in a 3-phase system at a voltage of 0.4 kV”;
financed in the form of a grant under Priority Programme No. 1.15
„ Energy Transition: Electricity Storage and Related Infrastructure
to improve the stability of the Polish power grid” (hereinafter referred to as the **Tender**)

Details of the submitting Bidder:

Bidder:

_____ National registration number: _____
represented by the persons signing this document with a qualified electronic signature:

Email address:

Website:

Phone number:

we declare that we are interested in participating in the Tender and that we meet the conditions for participation in the Tender specified below.

I. Basic concepts and elements of the Tender:

1. REQUEST FOR QUOTATION – means the documentation made available to the applicants as Bidders participating in the tender, which consists of:
Draft Implementation Agreement with annexes:
 Application form
 Terms and Conditions of the Order
 Offer
2. ENERGY FACILITY – means an energy storage installation (BESS) or a photovoltaic installation (PV) or a wind farm or an energy system powered by gaseous fuel, in which electricity is generated and connected to the power grid of the DSO or TSO.
3. SUBJECT OF THE ORDER – means the entire service covered by this Tender, which is the Subject of the Implementation Agreement, the detailed description and requirements of which will be provided to the Bidders in the Request for Quotation.
4. EXECUTION AGREEMENT – means an agreement for the preparation of execution documentation, delivery, assembly and commissioning of a complete power facility - energy storage installation (BESS) - including warranty service, concluded between the Ordering Party and the Contractor selected as a result of the tender, together with all annexes, in particular the Terms of Reference.
5. SPECIFICATION OF ORDER TERMS – means the document titled and provided to Bidders by the Ordering Party as an Annex to the Draft Implementation Agreement, detailing the SUBJECT OF THE ORDER and the conditions to be taken into account by the Contractor when constructing the Power Facility and providing warranty services. The Ordering Party's design documentation (architectural, construction, site development, and technical) is an integral part of the Specification.

II. Executive Agreement – main assumptions:

1. The Ordering Party reserves the right to issue a commencement order no later than the date specified in the Execution Agreement. The Ordering Party agrees to issue a commencement order no later than the date specified in the Execution Agreement. The Ordering Party shall notify the Contractor of its intention to issue such an order at least 14 days in advance.
2. The Ordering Party reserves the right not to issue an order to the Contractor to commence work at least until the conclusion of a co-financing agreement with the National Fund for Environmental Protection and Water Management.
3. The Ordering Party requires that the implementation of the subject of the Executive Agreement be completed within a period not longer than 10 months from the date of issuing the order to commence work.
4. The Ordering Party allows for the possibility of early completion of the implementation of the subject of the Implementation Agreement.
5. The Executive Agreement will be deemed completed on the date the Ordering Party signs the Final Acceptance and Commissioning Protocol (under the terms and conditions specified in

detail in this Agreement). By this date, the Contractor is obligated to fully complete the work and complete all formalities constituting the contractual obligation.

6. Warranty Period – means the period for which the Contractor will provide a quality guarantee for the work performed under the Execution Agreement. The Ordering Party will require the provision of warranty services within 5 years from the date of the Ordering Party's signing of the Final Acceptance Protocol and commissioning of the Subject of the Agreement.
7. The draft Implementation Agreement will be made available to Bidders participating in the tender.

III. Energy facility – main assumptions:

1. The energy storage installation (BESS) must meet EU standards in terms of safety, fire protection and approvals (e.g. battery containers, inverters, transformers, installation of battery modules, support systems such as fire detection and protection, air conditioning, DC/DC or DC/AC converters, active and inactive protection) along with tests and acceptance of storage facilities.
2. Basic standards and certificates:
 - IEC/EN 62040-1 Uninterruptible Power Supply (UPS) Security
 - IEC/EN 62477-1 Safety of electrical power devices, including DC/AC converters
 - IEC/EN 62619 Lithium-ion battery safety in stationary applications, including overcharge, short circuit, and BMS management tests
 - IEC/EN- 62368-1 Security of electronic and telecommunications equipment
 - IEC/EN 62933-5-2 Safety Risk Assessment of Energy Storage Systems
 - IEC/EN 60335-1 Safety of air conditioning devices
 - IEC/EN 61000-6-1, IEC/EN 61000-6-2, IEC/EN 61000-6-3, IEC/EN 61000-6-4 EMC Standards for energy storage devices
 - PN-EN 62485-2 A standard specifying the location, ventilation, and fire protection requirements for energy storage facilities
 - PN-EN 13501 Fire classification of building materials
 - NFPA 855 Installation standard for stationary energy storage systems
 - FM Global Data Sheet 5-33 Loss prevention recommendations for the design, operation, protection, inspection, maintenance, and testing of electrical energy storage systems using lithium-ion batteries
 - IEC 62933-5-2 Safety requirements for grid-integrated electricity storage systems
 - NFCC for BESS Guidelines for BESS projects
 - Low Voltage Directive (LVD 2014/35/EU) - ensures the electrical safety of devices operating within a specific voltage range
 - The Electricity Compatibility Directive (EMC/2014/30/EU) ensures that devices do not emit excessive electromagnetic interference and operate correctly in the presence of such interference.

IV. Bidder's Declarations:

The Offeror declares that:

A. During the last 3 years immediately preceding the date of submission of the Application Form, and if the period of activity is shorter – then during this period, he/she has completed at least 1 (one) order:

carried out on a turnkey basis or as a delivery, the subject of which was:

- a) construction of an energy facility with a total electrical capacity (at the connection point) of at least 5.0 MW,
or
- b) construction of an energy storage facility (BESS) with a total electrical capacity (at the connection point) of at least 2.0 MW,

including: preparation of detailed documentation, delivery of equipment and materials, execution of construction and assembly works, commissioning and start-up of the facility, culminating in its handover for operation, participation in acceptance tests related to the connection to the electricity distribution/transmission network and provision of warranty services

Information on completed orders can be found in Appendix 1 to the Application Form.

B. Construction manager indicated by the Bidder:

- a) has held construction qualifications for at least five years in the construction and building specialty without restrictions or in the installation specialty in the field of electrical and power networks, installations and devices without restrictions, issued in accordance with the provisions of the Act of 7 July 1994 - Building Law, or equivalent qualifications acquired in Member States of the European Union other than the Republic of Poland, in Member States of the European Free Trade Agreement (EFTA) - parties to the Agreement on the European Economic Area or in the Swiss Confederation (taking into account the Act of 22 December 2015 on the principles of recognition of professional qualifications acquired in Member States of the European Union);
- b) is fluent in Polish or the Bidder will provide, at his own expense, a person fluent in Polish as an interpreter;
- c) and has experience gained over the last five years in the organization and management of construction works in the implementation of more than one investment involving the construction of an energy facility on a turnkey basis with a capacity at the point of connection of not less than 2.0 MW.

Information on completed orders can be found in Appendix 1 to the Application Form.

C. During the last 3 years directly preceding the date of submission of the Application Form, and if the period of activity is shorter – then during this period, the Contractor has completed/is completing at least one order: carried out in the "O&M" formula, the subject of which was:

- a) provision of maintenance services for an energy facility with a total electrical capacity (at the point of connection) of at least 5.0 MW,
or
- b) provision of maintenance services for energy storage installations (BESS) with a total electrical capacity (at the point of connection) of at least 2.0 MW.

Information on the orders being processed/services being provided can be found in Appendix 1 to the Application Form.

The Ordering Party is entitled to verify the information provided by the Bidder, in particular by requesting the Bidder to provide explanations or submit documents confirming the accuracy of the information provided.

The Offeror declares that:

- 1. has not breached its obligations regarding the payment of taxes, fees or social security or health insurance contributions, and in the event of arrears, the due taxes, fees or contributions have been

settled together with interest or fines, or a binding agreement has been concluded on the repayment of these liabilities,

2. no bankruptcy has been declared against him or liquidation proceedings have been opened,

3. did not directly perform activities related to the preparation of the conducted Tender or did not use persons participating in these activities to prepare the offer in a way that could violate the principle of fair competition,

4. none of the members of the management or supervisory bodies, partners in a general partnership or professional partnership, or general partners in a limited partnership or limited joint-stock partnership or procurators has been finally convicted of an offence:

a) of a terrorist nature, referred to in Article 115 § 20 and Article 165a of the Penal Code, against public security (Article 165a of the Penal Code), against the environment (Articles 181–188 of the Penal Code), against the rights of persons performing paid work (Articles 218–221 of the Penal Code), against the activities of state institutions and local government (Articles 228–230a of the Penal Code), against elections and referendums (Article 250a of the Penal Code), against public order (Article 258 of the Penal Code) and against the protection of information (Articles 270–309 of the Penal Code),

b) tax crime,

c) an offence specified in Article 9 or Article 10 of the Act of 15 June 2012 on the effects of entrusting work to foreigners staying illegally on the territory of the Republic of Poland (Journal of Laws, item 769),

5. he was not banned from applying for public contracts under the Act of 28 October 2002 on the liability of collective entities for acts prohibited under penalty (Journal of Laws of 2015, items 1212, 1844 and 1855 and of 2016, items 437 and 544),

6. has not entered into an agreement with other entities aimed at distorting competition, in particular it will not submit separate tender applications or offers within the same capital group within the meaning of the Act of 16 February 2007 on Competition and Consumer Protection,

7. did not submit false information that could affect the outcome of the tender,

8. is not in a conflict of interest with the Ordering Party.

A conflict of interest with the Ordering Party is understood as mutual connections between the Ordering Party or persons authorized to incur obligations on its behalf, or persons performing on its behalf activities related to the preparation and conduct of the procedure, and the Bidder consisting in:

a) participating in a company as a partner in a civil partnership or partnership,

b) owning at least 10% of shares or stocks (unless a lower threshold is provided for by law),

c) performing the function of a member of the supervisory or management body, proxy, or attorney,

d) being in a marital relationship, a relationship of kinship or affinity in a direct line, a relationship of kinship or affinity in the collateral line up to the second degree, or being related by adoption, care or guardianship, or being in cohabitation with the Tenderer, his legal representative or members of the management or supervisory bodies of the Tenderers applying for the contract award,

e) being in such a legal or factual relationship with the Ordering Party that there is a justified doubt as to their impartiality or independence in connection with the contract award procedure.

9. is not subject to exclusion from proceedings under Article 5k of Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine (OJ L 229, 31.07.2014, p. 1), as amended by Council Regulation (EU) 2022/576 of 8 April 2022.

10. is not subject to exclusion from the proceedings on the basis of Article 7 paragraph 1 of the Act of April 13, 2022, on special solutions for counteracting support for aggression against Ukraine and serving to protect national security (Journal of Laws of 2022, item 835, as amended).

Furthermore, we declare that we have fulfilled the information obligations provided for in Article 13 or Article 14 of the GDPR, i.e. Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ EU L 119, 4.05.2016, p. 1) towards natural persons from whom I have directly or indirectly obtained personal data in order to apply for the award of a contract in procedure No. 1/2025.

We hereby confirm that all information contained in the Tender Application Form and the submitted documents are correct, current, and true. We undertake to immediately inform the Ordering Party of any significant changes..

We declare that on ... 2025 we transferred the deposit amount of PLN 100,000.00 (in words: one hundred thousand zlotys) to the bank account of the Ordering Party..

In the event of any discrepancies, ambiguities, or contradictions between the provisions of this Application Form and the Request for Proposal, the Request for Proposal shall prevail. The Bidder must refer to the Request for Proposal as the superior document over this Application Form.

Bidder:

_____ National registration number: _____,
represented by the persons signing this document with a qualified electronic signature:

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Appendix No. 1 to the Application Form

A. The bidder declares that he has performed:

| No. | Name and type of order (turnkey execution or delivery) | Investor | Contact details for the Investor | Type of energy facility / type of energy storage installation along with the capacity at the connection point | Order fulfillment period (from - to) | Connection power [MW] | Description of deliveries/works carried out by the Bidder |
|-----|--------------------------------------------------------------|----------|-------------------------------------|------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|--------------------------|-----------------------------------------------------------|
| | | | | | | | |

I/we declare that the above data is true and the indicated orders have been properly executed.

signature:.....

B. The Bidder declares that the Construction Manager will be a person who has experience in:

| No. | Name and type of order (turnkey execution or delivery) | Investor | Contact details for the Investor | Type of energy facility / type of energy storage installation along with the capacity at the connection point | Order fulfillment period (from - to) | Connection power [MW] | Function in the contract / description of the work performed |
|-----|--------------------------------------------------------------|----------|-------------------------------------|------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|--------------------------|--------------------------------------------------------------|
| | | | | | | | |

signature:.....

C: The Offeror declares that it is currently implementing:

| No. | Order name | Investor | Contact details for the Investor | Type of serviced energy facility / type of energy storage installation along with the power at the connection point | Period of service provided (from - to) | Connection power [MW] | Description of service work performed by the Offeror |
|-----|------------|----------|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|--------------------------|------------------------------------------------------|
| | | | | | | | |

We declare that the above data is true and the indicated orders are being fulfilled in a proper manner.

signature:.....

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Appendix No. 2
to the Application Form

CONFIDENTIALITY COMMITMENT

In connection with the ongoing procurement procedure (purchase tender) for the selection of the Contractor for the investment task consisting in the construction of an electrical power facility:

„BESS-H4 electrical energy storage system with a maximum charging and discharging power of 2.0 MW and a nominal capacity of 5.15 MWh, connected to a photovoltaic installation with a DC power of 1.505 MWp and a 3-phase power distribution grid at 0.4 kV, including maintenance services.”.

(hereinafter referred to as: "Proceedings")

under which the Bidder/Contractor and the Ordering Party will mutually provide confidential information defined below;

through "**Confidential Information**" the Parties accept information concerning the other Party, the model of business activity conducted by each Party, including elements of know-how, as well as any documents, reports, statements, analyses, compilations, studies or other documents prepared by the Parties or on their behalf, which contain or otherwise reflect such information provided or disclosed to the Party by the other Party in writing, orally or otherwise; in particular, through "Confidential Information" the Parties accept information constituting a trade secret within the meaning of Art. 11 sec. 2 of the Act of 16 April 1993 on Combating Unfair Competition (Journal of Laws of 2022, item 1233, as amended).

The Parties agree to regulate the conditions for the protection of the confidentiality of Confidential Information and the rules for its use as well as the consequences of its unjustified disclosure and hereby mutually undertake:

§1

Each Party undertakes, on its own behalf, to maintain Confidential Information concerning the other party, including in particular information constituting a trade secret within the meaning of Art. 11 sec. 2 of the Act of 16 April 1993 on Combating Unfair Competition (Journal of Laws of 2022, item 1233, as amended).

§2

Each Party undertakes to use the Confidential Information provided to it by the other Party or another entity cooperating with a given Party in the purchasing procedure solely for the purposes of that procedure and undertakes not to use the Confidential Information in question in its own activities.

§3

Each Party undertakes to keep Confidential Information secret and not to disclose it to any third person or entity other than the Party's employees, contractors and advisors, if this occurs during the purchasing process, and each Party shall be liable for the acts and omissions of the Party's employees, contractors and advisors referred to in this paragraph as for its own acts or omissions.

Each Party undertakes not to use Confidential Information in any way contrary to the purpose of the procurement procedure, the Agreement; not to make or have made any copies of Confidential Information received unless it is clearly necessary to achieve the purpose of the procurement procedure; and to immediately notify the other Party in writing of any identified breach of the rules for handling Confidential Information.

Each Party undertakes, in the event of any breach of confidentiality, to take immediate action to prevent the consequences of such breach. The Parties declare that they have appropriate procedures and safeguards in place to ensure the confidentiality of Confidential Information shared with each other.

The Parties undertake to inform all persons who, due to their participation in the implementation of cooperation within the framework of the purchasing procedure, will come into contact with Confidential Information about the obligations arising from this document.

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§4

Each Party is obligated, depending on the content of the request, to destroy or return all Confidential Information obtained from the other Party, as well as all copies and notes made based on it in its possession, and to remove all Confidential Information from all data carriers, within 7 days of receipt of the other Party's request. This also applies to any entities cooperating with the other Party that received Confidential Information from the other Party in order to achieve the Purpose of the Agreement. The above obligation does not apply in the case and to the extent resulting from archiving or document storage obligations arising from mandatory provisions of law. The Party that destroyed the information is obligated to provide the other Party, upon request, with a written declaration of the return or destruction of all Confidential Information listed above.

§5

The Party disclosing Confidential Information relating to the other Party or violating the obligations arising from this Confidentiality Obligation shall be obliged to pay the other Party a contractual penalty of PLN 10,000.00 (ten thousand zlotys 00/100) in each case of violation of the prohibition of disclosing Confidential Information or other obligations, which does not exclude the possibility of claiming supplementary damages on general terms.

§6

The above obligations of the Parties do not apply to information that is publicly known or will be made public by an entity authorized to do so.

§7

Furthermore, the Parties hereby confirm that this document does not prohibit the disclosure of Confidential Information in cases where public administration bodies, law enforcement agencies, or courts require such information in connection with ongoing legal proceedings. Each Party is obligated to promptly notify the other Party of such an event.

§8

The confidentiality obligations set forth in this document are valid for a period of two years from the date of signature by each Party, subject to the provisions of generally applicable laws that provide for longer periods of confidentiality obligations for certain information. This document has been prepared in electronic form and signed with a qualified signature by the Parties.

Any disputes or claims that may arise between the Parties in connection with the content of this document or the performance of the obligations set out in this document shall be resolved by common courts having jurisdiction over the registered office of the Ordering Party..

Signatures of the Parties:

Applicant/Offeror:

_____ National registration number: _____
represented by the persons signing this document with a qualified electronic signature: _____

Ordering Party:

STS Logistic Sp. z o.o. with headquarters in: Jasin, Rabowicka 6, 62-020 Swarzędz;
National registration number: 0000377305; Tax identification number: 7773196380;
represented by the persons signing this document with a qualified electronic signature: _____