

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

Jasin, January 7, 2026
Update, January 21, 2026

REQUEST FOR QUOTATION

MB Poznań Sp. z o.o. announces the initiation of the procurement procedure (hereinafter referred to as the "Proceeding") for:

"Construction of the BESS-H5 electrical energy storage system with a maximum charging and discharging power of 2.0 MW and a nominal capacity of 5.15 MWh".

The order is part of an investment project *"Construction of an energy storage facility in a container development consisting of a transformer-inverter station and a battery storage facility, along with the construction of a foundation slab and accompanying technical infrastructure in Jasin, Swarzędz commune for MB Poznań Sp. z o.o."*, co-financed in the form of a grant under priority program no. 1.15 "Energy transformation. Electricity storage facilities and related infrastructure to improve the stability of the Polish power grid" implemented by the National Fund for Environmental Protection and Water Management.

The procurement procedure will be conducted in accordance with the provisions of Articles 701–705 of the Civil Code, while maintaining the principles of transparency, non-discriminatory description of the subject matter of the procurement, equal access for economic operators, mutual recognition of documents confirming qualifications (in accordance with Polish law), appropriate deadlines, and a transparent and objective approach. The selection of the Contractor will be conducted without applying the provisions of the Act of 11 September 2019 – Public Procurement Law (consolidated text: Journal of Laws of 2023, item 1605, as amended).

I. INFORMATION ABOUT THE ORDERING PARTY

MB Poznań Sp. z o.o.
ul. Gottlieba Daimlera 5,
62-052 Komorniki

National Court Register: 0000377259
NIP: 7773196351

Website address of this Proceeding:
<https://clip-group.com/ongoing-procurements/>

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II. CONTACT PERSONS

Any questions regarding this Proceeding should be directed to:

bess-przetarg@clip-group.com

The persons authorized to contact the Contractors regarding this Proceeding are:

Artur Stolarski – Head of Energy Department, e-mail: bess-przetarg@clip-group.com

Rafał Wiatr – Development Manager, e-mail: bess-przetarg@clip-group.com

III. SUBJECT OF THE ORDER

1. The subject of the contract is the **execution of construction works including delivery (purchase, assembly, connection and commissioning) of an energy storage system with a maximum installed capacity of 2.0 MW and a nominal capacity of not less than 5.15 MWh in the town of Jasin (hereinafter referred to as the "Energy Storage Facility" or the "Investment")**.
2. The detailed scope of the subject of the contract includes, among others:
 - a) the Contractor shall prepare complete detailed design documentation and complete the technical and operational documentation for the Investment, as well as any other documents required by law (including analyses, expert opinions, studies, opinions, conditions, agreements, permits, administrative decisions, etc.), based on, among others, the Ordering Party's Design Documentation constituting an Annex to the Terms of Reference. The detailed design documentation includes, in particular, the technical specifications for the construction works and warranty service, the work implementation schedule, and the investor's cost estimate,
 - b) obtaining all permits, approvals, agreements, technical data, decisions, opinions, expert opinions or any deviations required by law and other documents required by law in the investment process, necessary for the effective and comprehensive implementation of the Investment (including, among others, preparation and submission of applications for issuing administrative decisions required by law for the commencement of works/final Building Permit and Occupancy Permit, together with the required attachments) and obtaining on behalf of the Ordering Party the administrative decisions required by law for the commencement of works/final Building Permit and Occupancy Permit,
 - c) representing the Ordering Party before public administration bodies, infrastructure network administrators or other third parties involved in the implementation of the Subject of the Agreement, to the extent necessary for the proper and comprehensive implementation of the Subject of the Agreement,

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- d) execution of the subject of the order in accordance with the documentation of the Proceedings, in particular with the Technical Specifications constituting Appendix No. 4 to this Request for Quotation,
- e) ordering, purchasing and delivering materials, parts and components as well as constructing and assembling an electricity storage system, including purchasing, delivering and assembling all devices, equipment and other elements resulting from the documentation of the Proceedings, in particular from the Technical Specifications,
- f) installation, configuration and integration of functional elements of the electricity storage system (including BMS/EMS) and development of complete technical and operational documentation,
- g) conducting functional and performance tests as well as trial runs and required technical acceptance tests,
- h) training of employees designated by the Ordering Party,
- i) performing authorial supervision in terms of compliance of the executed construction works, in relation to all sectors, with the developed construction documentation and in terms of compliance with legal provisions and the requirements of the Ordering Party, until the final Permit for Use of the subject of the contract is obtained and the Ordering Party signs a faultless Final Acceptance Protocol for the subject of the contract, i.e. the handover of the Investment for operation,
- j) appointing and performing the function of construction manager until the Investment is put into operation,
- k) preparation and submission to the Ordering Party of complete as-built documentation of the subject of the contract,
- l) ensuring the achievement of the following operational parameters of the subject of the contract:
 - reduction of CO₂ emissions – 874.70000 [Mg/year],
 - reduction of primary energy consumption - 15 070.18000 [GJ/year],within 12 months from the date of signing by the Ordering Party of the fault-free Final Acceptance Protocol for the subject of the contract, i.e. the commissioning of the Investment,
- m) warranty service and ensuring the maintenance of the annual ecological effect of the subject of the contract in values not less than:
 - reduction of CO₂ emissions - 874.70000 [Mg/year],
 - reduction of primary energy consumption - 15 070.18000 [GJ/year],

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within 60 months from the date of signing by the Ordering Party of the fault-free Final Acceptance Protocol for the subject of the contract, i.e. the commissioning of the Investment.

A detailed description of the subject of the order and the requirements regarding the subject of the order are specified in Appendix No. 4 to the Request for Quotation (Technical Specifications with annexes) and in Appendix No. 5 – Agreement template (with annexes).

3. The subject of the order is defined by the Technical Specifications, the contract template and the following documents constituting annexes to the Technical Specifications:
 - a) Illustrative maps of the investment scope
 - b) Technical conditions for connection to the electricity grid
 - c) Environmental requirements for the implementation of the subject of the contract
 - d) Guidelines on compliance with the principles of equal opportunities, social inclusion and non-discrimination
 - e) Technical design of the construction industry for the foundation slab and the energy storage container(s)
 - f) Technical design of the energy storage facility for the power industry, including the connection
 - g) Energy storage construction project
4. Designation of the subject of the contract according to the Common Procurement Vocabulary (CPV) code:

45200000-9	Construction works involving the erection of complete buildings or parts thereof, as well as works in the field of civil and water engineering
45100000-8	Preparing the site for construction
45113000-2	Work on the construction site
45232000-2	Ancillary works for pipelines and cables
45232200-4	Ancillary works on power lines
45220000-5	Engineering and construction works
45231400-9	Construction works for the construction of power lines
45400000-1	Finishing works in the field of construction facilities
45111291-4	Land development works
51112000-0	Electricity control and transmission equipment installation services
31440000-2	Accumulators, batteries
31158000-3	Energy storage units
31155000-7	Inverters
31154000-0	Energy processing and storage devices
09310000-5	Electricity
45310000-3	Electrical installation works
45315400-1	Low voltage installations

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53000000-0	Installation works in buildings
53110000-0	Cabling and electrical installation work
50000000-5	Repair and maintenance services
50324100-3	System maintenance services
50332000-1	Telecommunications infrastructure maintenance services
50532000-3	Repair and maintenance services for electrical machines, apparatus and similar devices

5. Location:

BESS-H5 - 0006 Jasin; plot no: 303/44; Jasin, Swarzędz commune, Poznań county, Greater Poland Voivodeship

6. Order fulfillment deadline:

The Ordering Party requires that the order be completed by October 31, 2026, provided that:

- a) **by April 29, 2026** - the Contractor will prepare and submit to the Ordering Party the complete construction documentation of the Investment,
- b) **by July 31 2026** - the Contractor will carry out construction works and the delivery and comprehensive assembly of all elements of the electricity storage system,
- c) **by August 31, 2026** - the Contractor will install, configure and integrate the functional elements of the electricity storage system.

7. The Ordering Party does not allow partial bids under this Procedure. Bidders may only submit a bid covering the entire scope of the contract.
8. The Ordering Party does not allow the submission of variant offers within the framework of this Procedure.
9. The Contractor is obligated to provide a 60-month warranty for the completed subject matter of the contract, counting from the date the Ordering Party signs the defect-free Final Acceptance Protocol for the subject matter of the contract. The warranty period provided by the Contractor is always equal to the warranty period provided.
10. Warranty conditions - The Contractor undertakes to ensure proper operation and use of the subject of the order in accordance with its intended purpose by performing all repair activities and mandatory warranty inspections (including materials) during the warranty period and undertakes to ensure that the

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subject of the order achieves an annual ecological effect of the subject of the order in the period referred to in point 9 above in values not less than:

- reduction of CO₂ emissions - 874.70000 [Mg/year];
- reduction of primary energy consumption - 15 070.18000 [GJ/year]

Detailed warranty terms and conditions are described in the contract template (with annexes) constituting Annex No. 5 to this Request for Quotation.

IV. CONDITIONS OF PARTICIPATION IN THE PROCEEDINGS

The following Contractors may participate in the Proceedings:

1. **They are not linked personally or financially with the Ordering Party.**

Capital or personal connections are understood as mutual connections between the Ordering Party or persons authorized to incur obligations on behalf of the Ordering Party or persons performing activities on behalf of the Ordering Party related to the preparation and conduct of the contractor selection procedure and the contractor, consisting in particular in:

- a) participating in a company as a partner in a civil partnership or partnership,
- b) possession of 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 contractor, his legal representative or members of the management or supervisory bodies of the contractors applying for the contract,
- e) being in such a legal or factual relationship with the contractor that there is a justified doubt as to their impartiality or independence in connection with the contract award procedure.

The Ordering Party will consider the condition to be met on the basis of the submitted declaration, in accordance with the template constituting Appendix No. 2 to this Request for Quotation.

2. **They are not subject to exclusion from the Proceedings, including:**

- are not subject to exclusion from the Proceedings pursuant to Article 7 section 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),
- are not on the list of persons and entities subject to sanctions, in accordance with the lists published on the website of the Public Information Bulletin of the Minister of Internal Affairs and Administration:

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<https://www.gov.pl/web/mswia/lista-osob-i-podmiotow-objetych-sankcjami>

and

<https://www.gov.pl/web/mswia/decyzje-ministra-swia-w-sprawie-wpisu-na-liste-sankcyjna>

- their company is not owned by Russian citizens in more than 50% or does not operate on behalf of and under the direction of a Russian citizen – verified on the basis of the Central Register of Beneficial Owners: <https://crbr.podatki.gov.pl/>
- they have not breached their obligations regarding the payment of taxes, fees or social security or health insurance contributions, and in the event of arrears, the taxes, fees or contributions due have been settled together with interest or fines, or a binding agreement has been concluded on the repayment of these liabilities,
- 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 of the Contractor has been finally convicted of a criminal offence:
 - 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),
 - a tax offense,
 - 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),
- they were 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),
- they have not entered into an agreement with other entities aimed at distorting competition, in particular they have not submitted separate applications to participate in the Proceedings or offers within the same capital group within the meaning of the Act of 16 February 2007 on Competition and Consumer Protection.

The Ordering Party will consider the above conditions to be met on the basis of the submitted declaration, in accordance with the template constituting Appendix No. 2 to this Request for Quotation.

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3. **They meet the conditions regarding having the necessary knowledge and experience** to complete the order.

The Ordering Party will consider the above condition to be met if the Contractor proves that by joining the Procedure, in the last 5 years before the deadline for submission of tenders, and if the period of conducting business activity is shorter - in that period:

- a) duly completed at least one order consisting in the construction of an energy storage facility (or other power facility generating or processing electricity), connected to the power grid of the Distribution System Operator (DSO) or the Transmission System Operator (TSO), with a total electrical capacity (at the point of connection) of at least 2.0 MW.
- b) has duly completed/is completing at least one order, the subject of which was/is the provision of warranty and maintenance services for an energy storage facility (or other power facility generating or processing electricity), connected to the DSO or TSO's power grid, with a total electrical capacity (at the point of connection) of at least 2.0 MW.

The Ordering Party will consider the above condition to be met on the basis of the declaration submitted in accordance with the template constituting Appendix No. 3 to this Request for Quotation.

4. **They have the appropriate personnel capable of carrying out the order.**

The Ordering Party will consider the above condition to be met if the Contractor, when joining the Proceedings, appoints a **construction manager** to carry out the subject of the order, who:

- a) holds construction qualifications to manage works in the construction and building specialty without restrictions or in the installation specialty 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 countries other than the Republic of Poland, recognized in the Republic of Poland in accordance with applicable legal provisions regarding the recognition of professional qualifications,
and
- b) is fluent in Polish or for whom the Contractor will ensure, at its own expense, the permanent participation of a person fluent in Polish as a translator for the purposes of implementing the subject of the contract,
and
- c) has experience in performing the function of construction manager of at least one investment consisting in the construction of an energy storage facility (or other power facility generating or

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processing electricity), connected to the power grid of the Distribution System Operator (DSO) or the Transmission System Operator (TSO), with a total electrical power capacity (at the point of connection) of at least 2.0 MW.

The Ordering Party will consider the above condition to be met on the basis of the declaration submitted in accordance with the template constituting Appendix No. 3 to this Request for Quotation.

5. They meet the conditions regarding good economic and financial situation, i.e.:

a) No bankruptcy has been declared against them and no liquidation proceedings have been opened against them.

The Ordering Party will consider the condition to be met on the basis of a current extract from the relevant register or from the Central Register and Information on Business Activity (and in the case of entities from outside the Republic of Poland - an equivalent document from foreign registers) and a submitted declaration in accordance with the template constituting Appendix No. 2 to this Request for Quotation.

b) The Contractor shall prove that on the date of submission of the tender he is insured against civil liability in the scope of the conducted business activity.

The Ordering Party will consider the condition to be met if the Contractor submits a third party liability insurance policy or another equivalent document confirming the validity of the insurance for an amount not less than PLN 3,000,000 or its equivalent in a foreign currency.

If Contractors submit documents containing data in currencies other than the Polish zloty, the Contracting Authority will use the average NBP exchange rate from the date of the announcement's publication as the currency conversion rate. The Contracting Authority will use the same rate when converting all other financial data.

The assessment of compliance with the above conditions will be based on the principle of meets - does not meet and will be carried out on the basis of submitted declarations according to the templates constituting Annex No. 2 and No. 3 to this Request for Proposals, third party liability insurance policy and an extract from the relevant register or from the Central Register and Information on Business Activity (and in the case of entities from outside the Republic of Poland - equivalent documents from foreign registers), attached to the offer.

Contractors who fail to demonstrate compliance with the above-mentioned conditions for participation in the Proceedings (i.e. fail to submit declarations in this respect, constituting Appendix No. 2 and

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Appendix No. 3 to this Request for Quotation, or these declarations indicate that the conditions have not been met, or fail to submit a third party liability insurance policy and an extract from the relevant register or from the Central Register and Information on Business Activity - and in the case of entities from outside the Republic of Poland - equivalent documents attached to the offer), will be excluded from participation in the Proceedings.

**List of declarations or documents to be provided by Contractors to confirm compliance with the
conditions for participation in the Proceedings.**

No.	Required document
1	Declaration of compliance with the conditions for participation in the proceedings (Appendix No. 2) The declaration should be prepared on the form attached as Appendix 2 to the Request for Quotation.
2	List of completed orders and list of persons assigned to execute this order (Appendix No. 3) A list of orders completed in the last 5 years prior to the deadline for submitting offers, or if the business has been in operation for a shorter period, during that period, along with their subject matter and the entities for which the work was performed. The list of completed orders should be prepared using the template provided in Appendix 3 to the Request for Proposals. At the same time, the Ordering Party informs that if necessary, especially when the list referred to above raises doubts of the Ordering Party, the Ordering Party may directly request the relevant entity for which the order was or was to be executed to submit additional information or documents directly to the Ordering Party. In addition, the above declaration includes the designation of the construction manager assigned to the execution of the subject of the contract – with the indication of the information necessary to confirm that this person meets the conditions for participation in the Procedure, referred to in point IV. 4 of the Request for Quotations (having appropriate qualifications, command of Polish, having appropriate experience) and the indication of the basis for the Contractor's disposal of this person (e.g. employment contract, civil law contract, etc.). The list of completed orders and persons assigned to execute the order should be prepared on the form constituting Appendix No. 3 to the Request for Quotation.

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3	A current (issued no earlier than 6 months before the date of submission of offers) extract from the relevant register or from the Central Register and Information on Business Activity (and in the case of entities from outside the Republic of Poland - equivalent documents from foreign registers).
4	Insurance policy Third party liability insurance policy, or in the absence thereof, another document confirming that the Contractor is insured against civil liability within the scope of its business activity in an amount of not less than PLN 3,000,000 or its equivalent in foreign currency.

V. DEPOSIT REQUIREMENTS

1. The Ordering Party requests the Contractor to pay a deposit of **EUR 35,000.00**.
2. The deposit may be paid in:
 - a. money,
 - b. insurance guarantees or bank guarantees.
3. In the case of paying the deposit in cash, the amount indicated in point 1 should be transferred to the Ordering Party's account: BANK POLSKA KASA OPIEKI SA no **92 1240 1747 1978 0010 7185 5456**, **SWIFT/BIC: PKOPPLPW** and the Contractor will attach a confirmation of the transfer order to the offer.
4. If the deposit is provided in the form of a guarantee, the Contractor shall provide the Ordering Party with the original guarantee in electronic form. The deposit in the form of a guarantee must meet the following conditions:
 - paid at the first request of the Ordering Party,
 - paid unconditionally,
 - is irrevocable during the period for which it was issued,
 - issued for the period required by this Request for Quotation,
 - disputes are resolved in accordance with the registered office of the Ordering Party,
 - any changes to the content of the guarantee are not permitted without the written consent of the Ordering Party.
5. The deposit payment deadline expires at the same time as the bid submission deadline. The deposit will be paid upon crediting the Ordering Party's account (the deposit is actually deposited in the Ordering Party's account before the bid submission deadline).

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6. The Ordering Party shall return the deposit to all Contractors immediately after selecting the most advantageous offer or cancelling the Procedure, except for the Contractor whose offer was selected as the most advantageous.
7. The Ordering Party shall return the deposit to the Contractor whose offer was selected as the most advantageous immediately after concluding the contract and providing security for the proper performance of the contract.
8. The Ordering Party shall immediately return the deposit upon request of the Contractor who withdrew the offer before the deadline for submission of offers.
9. The Contractor shall lose the deposit along with interest to the Ordering Party if:
 - a) refused to sign the contract on the terms specified in the offer,
 - b) the conclusion of the contract became impossible for reasons attributable to the Contractor.
10. The deposit paid in cash shall be returned by the Ordering Party to the Contractor's account indicated in the offer.

VI. BID EVALUATION CRITERIA

The points awarded for the PRICE criterion will be used as the offer selection criterion in this Procedure. The points for the "**Price**" criterion will be calculated according to the formula:

$$\frac{\text{net price of the cheapest offer}}{\text{net price of the offer being examined}} \times 100 = \text{number of points " net price of the offer being examined"}$$

Scores awarded to bids will be calculated to two decimal places. The highest number of points will determine the most advantageous bid.

VII. REQUIREMENTS FOR SECURING PROPER PERFORMANCE OF THE CONTRACT

1. Contractor who successfully presents the best offer will provide the Ordering Party with a performance bond for the amount of **8% of the net value of the offer no later than the date set by the Ordering Party for signing the contract.**

The proper execution security may be provided at the Contractor's discretion in one or more of the following forms:

- a) money,

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b) insurance guarantees or bank guarantees.

The security for the proper execution of the contract will be paid in cash by transfer to the Ordering Party's account BANK POLSKA KASA OPIEKI SA no **92 1240 1747 1978 0010 7185 5456**, **SWIFT/BIC: PKOPPLPW** or in a form other than cash, at the Ordering Party's registered office, between 9:00 a.m. and 3:00 p.m., and if the guarantee was issued by an authorized institution in electronic form (signed with a qualified signature by representatives of the entity issuing the document), it is permissible to send such a document to the Ordering Party via e-mail. The Ordering Party allows for the provision of a performance security in one or more of the above forms.

2. The provisions of a bank or insurance guarantee must not prevent the Ordering Party from properly using the performance bond. Therefore, the bonds must meet the following conditions:
 - payable upon the first request of the Ordering Party,
 - payable unconditionally (it is not permissible to impose additional conditions, e.g. attaching the Contractor's confirmation of the validity of the claim or expert opinions, or verification of the guarantor as to the amount of compensation),
 - covering all claims of the Ordering Party arising from the concluded contract (compensation and contractual penalties) up to the amount resulting from the provisions of the contract,
 - they must have a provision that they are irrevocable during the period for which they were issued,
 - issued for the period required by this Request for Quotation,
 - disputes are resolved in accordance with the seat of the Ordering Party,
 - any changes to the content of the guarantee are not permitted without the written consent of the Ordering Party,
 - enable the assignment of receivables to the Ordering Party's financing bank.
3. If the security provided does not cover the losses resulting from improper performance of the contract, the Ordering Party has the right to charge the Contractor with the costs actually incurred, reduced by the value of the security.
4. If the security deposited does not meet all the conditions specified in this point of the Request for Quotation, it will be deemed not to have been deposited.
5. If the Contractor refuses to provide the required security for the proper performance of the contract, the Ordering Party may select the most advantageous offer from among the remaining offers.
6. The Ordering Party will return the performance security in the following manner:
 - 50% of the amount of the security deposited - within 30 days from the date of signing by the Ordering Party of the defect-free Final Acceptance Protocol for the subject of the contract,

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- 50% of the amount of the security provided - within 30 days after the expiry of the longest guarantee or warranty period, i.e. signing by the Ordering Party of a faultless post-warranty acceptance protocol for the subject of the contract.
- 7. During execution of the Contract, the Contractor may change the form of security to one or more forms, but the change in the form of security must be made while maintaining the continuity of the security and without reducing its amount.

VIII. AGREEMENT CHANGES

1. Any changes to the content of the Agreement may only be made in writing under pain of nullity.
2. The changes referred to in point 1 are permitted only within the limits specified in the relevant documents (regulations and guidelines) of the National Fund for Environmental Protection and Water Management.
3. The Ordering Party provides for the possibility of changing the provisions of the concluded Agreement in relation to the content of the offer on the basis of which the Contractor was selected, in the event of the occurrence of at least one of the circumstances listed below, taking into account the specified conditions for their introduction:
 - 1) change of the deadline for the implementation of the Subject of the Agreement:
 - a) the occurrence of an unforeseeable, random event, beyond the control of the Parties to the Agreement, which occurred after the signing of the Agreement and which makes it impossible to fulfill the Agreement in its current wording, in particular due to the occurrence of force majeure,
 - b) changes in significant provisions of European Union law or national law that require the adaptation of the Subject Matter of the Agreement to changes in regulations that occurred during the performance of the Agreement,
 - c) actions or omissions of state or local government administration bodies: exceeding the deadlines set by law for issuing decisions, permits, opinions, etc. by administrative bodies, refusal by an administrative body to issue the required decisions, permits, agreements for reasons other than those attributable to the Contractor,
 - d) the occurrence of difficulties related to archaeological, geological, hydrogeological conditions or collisions with infrastructure networks that were impossible to predict at the time of concluding the Agreement, provided that they hinder or prevent the timely execution of the Subject of the Agreement, and the extension of the deadline will be adequate to the number of days resulting from the reasons referred to above;

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- 2) change in remuneration or method of performance of the Contract in the scope of technological changes caused by:
 - a) unavailability on the market of materials or devices indicated in the Request for Quotation together with attachments, caused by discontinuation of production or withdrawal of these materials or devices from the market,
 - b) the appearance on the market of newer generation materials, parts or devices, not indicated in the Request for Quotation together with the attachments, allowing for a reduction in the operating costs of the completed Subject of the Contract,
 - c) the need to implement the Subject of the Agreement using other technical or technological solutions than those indicated in the Request for Quotation together with the annexes in a situation where the use of the provided solutions would result in non-performance or defective performance of the Subject of the Agreement;
 - 3) personal changes: change of persons with the help of which the Contractor implements the Subject of the Contract and from whom specific experience was required to other persons having experience that meets the requirement specified in the Request for Quotations for the Procedure;
 - 4) if bankruptcy or restructuring proceedings have been opened against the Contractor.
4. In addition, the Ordering Party provides for the possibility of making the following changes to the Contract:
- 1) changes relate to the implementation of additional supplies, services or works from the existing Contractor, not covered by the basic contract, if they have become necessary and all the following conditions are met:
 - a) change of the Contractor cannot be made for economic or technical reasons, in particular concerning interchangeability or interoperability of equipment, services or installations, ordered under the basic contract,
 - b) change of the Contractor would cause a significant inconvenience or a significant increase in costs for the Ordering Party,
 - c) the value of each subsequent change does not exceed 25% of the value of the contract originally specified in the Contract;
 - 2) change does not lead to a change in the nature of the Contract and the following conditions have been met together:
 - a) the need to amend the contract is due to circumstances that the Contractor, acting with due diligence, could not foresee,

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- b) the value of the change does not exceed 25% of the value of the contract originally specified in the contract;
- 3) The contractor to whom the contract was awarded by the Ordering Party is to be replaced by a new contractor:
 - a) under the contractual provisions referred to in this clause,
 - b) as a result of merger, demerger, transformation, bankruptcy, restructuring or acquisition of the existing contractor or its enterprise, provided that the new contractor meets the conditions for participation in the procedure, there are no grounds for exclusion against it and it does not involve other significant changes to the Contract,
 - c) as a result of the Ordering Party's assumption of the Contractor's obligations to its subcontractors;
- 5. An amendment shall be considered material if it changes the general nature of the Contract, relative to the nature of the Contract as originally drafted, or does not change the general nature of the Contract and at least one of the following circumstances exists:
 - a) the change introduces conditions that, if they had been placed in the contract award procedure, other contractors would or could have participated in this procedure or bids of different content would have been accepted,
 - b) the change violates the economic balance of the contract in favor of the Contractor in a way not originally envisaged in the contract,
 - c) the change significantly expands or reduces the scope of services and obligations under the Contract, or involves replacing the Contractor to whom the Ordering Party awarded the contract with a new Contractor, in cases other than those listed in this clause.
- 6. The initiator of changes to the Contract may be both Parties to the Contract, except that the final decision as to the introduction of changes and their scope rests with the Ordering Party.
- 7. The occurrence of any of the listed circumstances that may cause a change in the Contract shall not constitute an absolute obligation on the part of the Ordering Party to make the changes, nor shall it constitute a basis for a claim by the Contractor to make them.

IX. OTHER PROVISIONS

- 1. Offers in the Proceedings should be submitted in EUR.

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2. Payments to the Contractor will be made in EUR within 30 days of delivery of a correctly issued invoice to the Ordering Party.
3. The Contractor's remuneration will be settled in parts as follows:

No.	Execution stages	Payment amount	Basis for issuing an invoice
1	Payment after signing the Agreement and handing over the construction site to the Contractor	10% of remuneration	The Contract for the execution of the subject of the order signed by the Ordering Party and the Contractor and the construction site handover protocol signed by the Parties
2	Partial acceptance of the subject of the contract – carried out after the Contractor has completed the construction works and delivered and fully assembled all components of the electricity storage system	60% of remuneration	A faultless Partial Acceptance Protocol for the subject of the contract signed by the Ordering Party
3	Final acceptance of the contract's subject	30% of remuneration	A faultless Final Acceptance Protocol for the subject of the contract signed by the Ordering Party

4. **The offer is valid for 45 days.** The validity period of the offer begins with the expiry of the deadline for submitting offers.
5. The Contractor may extend the validity period of the offer independently or at the request of the Ordering Party.
6. In the event of any discrepancies between the content of the Request for Quotation and the contract template, which constitutes Appendix No. 5 to this Request for Quotation, the provisions of the contract shall prevail.
7. Contractors may jointly apply for the contract. The conditions for participation in the Proceedings include having the necessary knowledge and experience to perform the contract, and having the appropriate personnel capable of performing the contract, as referred to in points IV. 3, IV. 4, and IV. 5b. **Contractors jointly applying for the contract must meet all of the following requirements.**

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Conditions for participation in the Proceedings referred to in points IV. 1, IV. 2 and IV. 5a of the Request for Proposals, regarding the lack of personal or capital links with the Ordering Party, not being subject to exclusion and good economic and financial standing (no bankruptcy) **must be met by each Contractor jointly applying for the contract award.**

8. The Ordering Party will only take into account the knowledge and experience of the Contractor (or Contractors) submitting the offer. It is not permissible to refer to the experience of other entities (not listed in the offer as the entity submitting the offer).
9. In the event of failure to submit declarations or documents confirming the fulfillment of the conditions for participation in the Proceedings, submission of declarations or documents that do not confirm the fulfillment of the conditions for participation, or failure to submit powers of attorney or submission of defective powers of attorney, the Ordering Party will call on the Contractor to submit, supplement or correct them or to provide explanations within the time limit specified by the Ordering Party, unless despite their submission, supplement or correction or provision of explanations, the Contractor's offer is subject to rejection.
10. If the description of the subject of the order indicates the names of products, manufacturers, trademarks, etc., the Ordering Party allows the offer and use of equivalent solutions, i.e., products, devices, materials, technological solutions, or their manufacturing processes, which have the same technical, functional, and qualitative characteristics as the materials, devices, products, or technological solutions specified in the Request for Quotation, specifically by name, origin, or nature of the production process. Wherever standards, approvals, technical specifications, reference systems, or technological processes are referenced in the description of the subject of the order, or trademarks, patents, or source of origin are indicated, these provisions should be interpreted as examples, and the Contractor has the right to use an equivalent solution in each case. To prove to the Ordering Party the equivalence of the proposed solution, the Contractor must attach to the offer documents that clearly demonstrate the equivalence of the solution.
11. If Contractors submit documents containing data in currencies other than the Polish zloty, the Ordering Party will use the average of National Bank of Poland exchange rate from the date of the announcement's publication as the currency conversion rate. The Ordering Party will use the same exchange rate when converting any other financial data.
12. Throughout the entire process of implementing the subject of the contract, the Contractor will be guided by the "Do No Significant Harm" principle within the meaning of Article 2 point 6) of Regulation (EU) 2021/241 of the European Parliament and of the Council of 12 February 2021 establishing a Recovery and Resilience Facility (so-called RRF Regulation) and Article 17 of Regulation (EU) 2020/852 of 18 June 2020

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on the establishment of a framework to facilitate sustainable investment and amending Regulation (EU) 2019/2088 (so-called Taxonomy Regulation).

13. The Contractor undertakes to perform the subject of the contract and document its performance, in particular in accordance with Directive (EU) 2022/2555 of the European Parliament and of the Council of 14 December 2022 concerning measures for a high common level of cybersecurity across the Union, amending Regulation (EU) No 910/2014 and Directive (EU) 2018/1972 and repealing Directive (EU) 2016/1148) [NIS Directive 2].

X. PREPARATION OF THE OFFER

1. The offer must be submitted on the forms, the templates of which are attached to this Request for Proposals. The offer must include:
 - Appendix No. 1: *Offer form* – completed and signed by the Contractor,
 - Appendix No. 2: *Declaration of compliance with the conditions for participation in the proceedings* – completed and signed by the Contractor,
 - Appendix No. 3: *List of completed orders and persons assigned to execute the order* – completed and signed by the Contractor,
 - Appendix No. 4: *Tender Specification* – signed by the Contractor,
 - Appendix No. 5: *Contract template* – signed by the Contractor,
 - Proof of payment of the deposit,
 - third party liability insurance policy confirming the fulfillment of the condition for participation in the Proceedings,
 - Current (issued no earlier than 6 months before the date of submission of offers) extract from the relevant register or from the Central Register and Information on Business Activity (and in the case of entities from outside the Republic of Poland - equivalent documents from foreign registers),
 - Power of attorney to represent the Contractor (if the offer is submitted by a proxy) – signed by the appropriate person authorized to represent the Ordering Party.

All attachments indicated above as requiring a signature must be accompanied by a qualified electronic signature submitted by the person(s) authorized to submit the offer on behalf of the Contractor. The

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power of attorney (if the offer is submitted by a proxy) must be accompanied by a qualified electronic signature submitted by the person(s) authorized to represent the Ordering Party.

The offer must be complete, i.e. include all the above-mentioned attachments and documents.

An offer that does not comply with the requirements of this Request for Quotation, does not comply with the requirements of the description of the subject of the contract in terms of its content or in which the offer form is not signed will not be considered and will be rejected.

2. The bid must be completed legibly in Polish. If documents in languages other than Polish are included with the bid, the Ordering Party requires a standard translation into Polish, certified by the Contractor as a true copy of the original. The procurement procedure is conducted in Polish. All correspondence related to the procedure will be conducted in Polish.
3. **The offer together with the required attachments should be sent by February 9, 2026, 11:59 p.m. to the following address: bess-przetarg@clip-group.com.**
4. The contractor may change or withdraw the offer before the deadline for submission of offers.
5. The Ordering Party does not provide for reimbursement of costs incurred by Contractors in connection with the preparation and submission of offers.
6. The Ordering Party reserves the right to thoroughly verify the factual circumstances of the submitted offer, including by requesting the Contractor to clarify the content of documents or submit additional documents. In particular, the Ordering Party will have the right to request clarification if it suspects an abnormally low price. The Contractor is responsible for demonstrating that the offer does not contain an abnormally low price.
7. If the submitted offer requires it, the Ordering Party reserves the right to request the Contractor to provide clarifications or supplement the offer. Any Contractor who fails to provide supplementary documents, explanations, or whose evaluation confirms any irregularities or deficiencies will have their offer rejected.
8. If the documents submitted in the Proceedings are subject to protection to the extent and under the terms and conditions set forth in the regulations on the protection of classified information and on the protection of other secrets protected by law, or for reasons of individual privacy or business secrets, the Contractor is obligated to inform the Ordering Party of this fact by submitting an appropriate declaration along with the offer. The declaration should be substantiated and clearly indicate which documents are subject to protection. Failure to submit a declaration will not result in the offer being deemed incomplete.

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9. Any questions regarding the Proceedings should be directed to the following address: bess-przetarg@clip-group.com.
10. The Ordering Party will provide written explanations immediately, provided that the request for explanation was received by the Ordering Party no later than the end of the day preceding the day on which the half-time limit for submitting offers expires, provided that the extension of the deadline for submitting offers, if any, does not affect the running of the deadline for submitting a request for explanation of the content of the Request for Quotation.
11. If the Contractor's request for clarification of the content of the Request for Quotation was received after the expiry of half of the deadline referred to in point 3 above or concerns clarifications provided, the Ordering Party may provide clarifications or leave the request without consideration.
12. The Ordering Party reserves the right to extend the deadline for submitting offers.
13. The Ordering Party reserves the right to close the procedure without selecting any of the offers or to cancel the procedure without incurring any legal and financial consequences, in particular in the event of:
 - a. when no offer was received or only offers subject to rejection were received, or all bidders were excluded from the Proceedings or did not meet the admission conditions or the conditions for participation in the Proceedings;
 - b. when the price of the most advantageous offer exceeds the amount that the Ordering Party intends to allocate to finance the order, unless the Ordering Party can increase this amount to the price of the most advantageous offer;
 - c. the occurrence of design changes or a significant change in circumstances resulting in the fact that conducting the Procedure or executing the order is not in the interest of the Ordering Party;
 - d. the occurrence of a defect that cannot be removed, making it impossible to conclude a contract;
 - e. when the supplier/contractor refuses to conclude the contract,
 - f. in the event of force majeure,
 - g. a significant change in circumstances has occurred which means that conducting the Tender or executing the order is not in the interest of the Ordering Party, which could not have been foreseen at the time of publishing this Notice or sending the Tender Request for Quotations,
 - h. the tender is burdened with an irremovable defect that prevents the award of the contract while respecting the principle of fair competition and equal treatment of bidders or applicable legal provisions.

In the event of closing the Proceedings without selecting a Contractor or invalidating the Proceedings, the Ordering Party will publish the relevant information together with the reasons in the same way as the Request for Quotations was published.

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14. The Ordering Party reserves the right to amend or supplement the content of this Request for Proposals until the deadline for submitting offers. Any changes will be immediately posted on the website <https://clip-group.com/aktualne-zamowienia>. In the event of significant changes, the Ordering Party agrees to extend the deadline for submitting offers.
15. If the Contractor whose offer is selected as the most advantageous withdraws from signing the contract, the Ordering Party may sign the contract with the next Contractor who obtained the next highest number of points in the Proceedings.
16. Information on the outcome of the Proceedings will be announced in the same manner as the announcement of the initiation of the Proceedings was made public.

XI. PERSONAL DATA PROTECTION

1. The Ordering Party declares that:
 - 1) is the controller of personal data within the meaning of 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 (hereinafter referred to as the "GDPR") in relation to the personal data of natural persons concluding the Agreement on behalf of the Contractor and contact persons indicated by the Contractor.
 - 2) contact with the Ordering Party as the Administrator is possible in the following way:
 - a) contact via e-mail: rodo@clip-group.com.pl,
 - b) contact by mail to the following address: Rabowicka 65, Jasin 62-020,
 - 3) has not appointed a data protection officer as referred to in Articles 37-39 of the GDPR
 - 4) personal data of persons concluding the Agreement on behalf of the Contractor, in the category of ordinary data – first name, last name, and position held, will be processed by the Ordering Party as the Controller pursuant to Article 6 paragraph 1 letter f) of the GDPR only for the purpose and to the extent necessary to conclude and perform the Agreement, including, in particular, to determine the compliance of the Contractor's representation. Personal data of persons designated by the Contractor as contact persons, in the category of ordinary data – first name, last name, business telephone number, business email address, will be processed by the Ordering Party as the Controller pursuant to Article 6 paragraph 1 letter f) of the GDPR for the purpose and to the extent necessary to perform the Agreement, including, in particular, maintaining contacts for the purpose of its performance, exchanging correspondence, or telephone contacts. Personal data of the persons referred to in the preceding sentences may also be processed in connection with the fulfillment of legal obligations imposed on the Controller, including, in particular, tax law and financial reporting (Article 6 paragraph 1 letter c) of the GDPR)

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- 5) the personal data of the persons referred to in point 1 above will not be transferred to a third country or an international organization within the meaning of the GDPR. The Ordering Party will not make automated decisions based on the personal data of the persons referred to in point 1 above, including decisions resulting from profiling within the meaning of the GDPR
- 6) data processed for purposes related to the conclusion and implementation of the Agreement and for contact purposes will be processed for the duration of the Agreement. Data processed in connection with the pursuit of potential claims will be stored for the period appropriate to the statute of limitations for claims, as required by law
- 7) providing personal data of the persons referred to in point 1 above is a condition for concluding and performing the Agreement, failure to do so will result in the impossibility of concluding and performing the Agreement
- 8) the personal data of the persons referred to in point 1 above may be transferred to entities with which the Controller cooperates for the purposes of performing the Agreement, including entities providing postal, courier, accounting, legal, and IT services, as well as to competent authorities or third parties who submit a request for such information, solely within the limits of applicable law or for the purpose of establishing, pursuing, or defending against claims
- 9) the persons referred to in point 1 above have the right to request from the Ordering Party as the Controller access to their personal data, their rectification, deletion or limitation of processing or to object to their processing, as well as the right to transfer data
- 10) the persons referred to in point 1 above have the right to lodge a complaint with the supervisory authority - the President of the Personal Data Protection Office - in connection with the processing of their personal data.

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(signature)