

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

**Ordering Party:**  
MB Poznań Sp. z o.o.  
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**Part II: FORM**  
**SUMMARY OF QUESTIONS AND ANSWERS**  
**TO THE DOCUMENTS FROM THE PURCHASE PROCEDURE CONCERNING**  
**„Construction of the BESS-H5 electricity storage system with a maximum charging and discharging**  
**power of 2.0 MW and a nominal capacity of 5.15 MWh”.**

**Question 46:**

Should the container structure of the energy storage facility be made of concrete or steel?

**Answer:**

The ordering party requires the architectural form to be maintained as a prefabricated container in the shape of a cuboid placed on a foundation slab.

**Question 47:**

Is it possible to divide the energy storage container structure into three parts? The container weight, as per the architectural and construction design, will be over 100 tons, making transport impossible.

**Answer:**

In accordance with the Architectural and Construction Design, the Ordering Party requires a modular construction of the Energy Storage.

**Question 48:**

Will the ordering party allow the container construction of an energy storage facility with REI120 according to point 7.3 "technical design - electrical power installations"?

**Answer:**

The ordering party requires, in accordance with the order specification, the construction of a container with a minimum fire resistance of REI 240.

**Question 49**

Has the investor obtained a building permit?

**Answer:**

The procedure for obtaining a building permit was initiated by submitting an application on December 8, 2025.

**Question 50:**

REI240 requirements. Do they apply to the entire container, including doors? Or just the wall structure?

**Answer:**

The minimum fire resistance of the REI 240 structure applies to the entire container structure.

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

### Question 51

The Technical Design provides a general description of the steel structure, while the Architectural and Construction Design describes the concrete container. What type of structure is expected by the Ordering Party?

#### Answer:

The Ordering Party requires the architectural form to be maintained as a prefabricated rectangular container with fire resistance class REI240, placed on a foundation slab.

### Question 52:

Has the Ordering Party included in the schedule the period for obtaining the decision? It is a period of 30 - 60 days?

#### Answer:

The ordering party took into account the period of obtaining the decision in the schedule.

### Question 53

If the Ordering Party authorizes the Contractor to act in the above matter, when will it be transferred to the Contractor?

#### Answer:

Pursuant to the provisions of paragraph 10 in § 1 [Subject of the Agreement] - immediately after the conclusion of the Agreement.

### Question 54

If it turns out that the Investor's documentation, including the design documentation, contains errors, how will this circumstance affect the deadlines for the completion of the works and the Ordering Party's liability?

#### Answer:

In accordance with the provisions of the Agreement: paragraph 3 in §12 [Amendment to the Agreement] and paragraph 3 in § 4 [Author's supervision and management of works].

### Question 55:

§ 13 section 8 of the Agreement states that the Ordering Party has the right to withdraw from the Agreement in the event of a significant change in circumstances resulting in the performance of the Agreement not being in the public interest, which could not have been foreseen at the time of concluding the Agreement; in such a case, withdrawal from the Agreement may take place within 30 days of becoming aware of the above circumstances.

- a) What should be understood by the term public interest in the context of the agreement?
- b) Is the provision in question not an error copied from another contract, because such provisions appear in contracts organised under the Public Procurement Law (i.e. those that are of significant importance to the country's defence and energy policy), and the contract in question is organised on the basis of the provisions of the Civil Code?

#### Answer:

The concept of public interest should be understood as a situation in which, as a result of decisions made by public authorities, the implementation of the Agreement may constitute a violation of established new regulations/standards aimed at protecting the environment/public safety. The Ordering Party does not consent to changes in the content of the provisions of the Agreement.

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

### Question 56:

§ 5, Section 1 of the Agreement states that the Ordering Party will commence partial acceptance within 5 days of being notified of the Contractor's readiness. Please indicate the duration of the acceptance process. – Note also applies to Section 3.

#### Answer:

The Ordering Party agrees to amend the content of the Agreement by changing the wording of its provisions in § 5 [Acceptance of the Subject of the Agreement], in the manner presented below:

„1. After completing all construction works and delivering and fully assembling all components of the electricity storage system, the Contractor will notify the Ordering Party in writing of its readiness to proceed with partial acceptance of the Subject Matter of the Agreement. The Ordering Party will proceed with partial acceptance within 5 days of being notified of the Contractor's readiness. The Parties agree that the Partial Acceptance will last no longer than 1 day.”

„3. After completing the entire Subject of the Contract, the Contractor will notify the Ordering Party in writing of its readiness to proceed with the final acceptance of the Subject of the Contract and its handover to the Ordering Party for operation. The Ordering Party will proceed with the final acceptance within 5 days of being notified of the Contractor's readiness. The Parties agree that the Partial Acceptance will last no longer than 3 days.”

### Question 57:

Please confirm the binding meaning of the term "container" in this tender procedure:

- whether an ISO sea container is required or
- a dedicated BESS (non-ISO) housing is acceptable, or
- prefabricated modular facility/modular housing is allowed.

If a modular facility is permitted, please confirm whether it is considered a "container" or a "building" for permitting and approval purposes, and indicate the minimum requirements for the enclosure and required compliance documents.

#### Answer:

In accordance with the Decision on Development Conditions, which is the content of the Annex to the Construction Design, Volume 3, the investment involves the construction of an energy storage facility in a container development (modular facility).

### Question 58:

Please confirm whether it is acceptable to use a standard ISO container (e.g. **12 192 × 2 438 × 2 896 mm**), or does the housing have to correspond to the concept of **3 × 10 m** (and what are the permissible dimensional tolerances).

#### Answer:

According to the Construction Design, the dimensions of the energy storage facility are 3 x 15 m.

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

### Question 59:

Please confirm the binding extinguishing technology for the BESS enclosure (water mist / aerosol / clean extinguishing agent / gas / other), including:

- scope: interior of the housing vs. building/hall,
- division of the scope of deliveries: Contractor vs. Investor,
- required standards and expectations of a fire protection expert,
- which document takes precedence in the event of discrepancies between documents.

Additionally, if gas extinguishing is required or permitted, please confirm whether **HFC-227ea** is accepted (or to indicate approved extinguishing agents).

### Answer:

The ordering party allows the use of equivalent technologies. The contract specifications specify the technical requirements for the extinguishing system, preferably water mist, and do not exclude the use of other technologies. The primary document will be the fire safety opinion included in the construction documentation.

### Question 60:

Please confirm the final required fire resistance classes and the extent to which they are met: walls/roof/floor, doors/vents/vents, service penetrations/fire protection, connections to the foundation slab, and penetrations into the building. If any document indicates lower values, please confirm that they have been superseded and provide a reference to the superior document.

### Answer:

The Ordering Party confirms the requirements of the fire resistance class of the container structure REI 240.

### Question 61:

Please confirm whether equivalent products from other manufacturers are acceptable for:

- switchboards **RG-nN-0,4 kV** (e.g. specification **PrismaSet P**),
- busbar system **KTA 4000 A**,
- fire-resistant power cables **FE180/90** (FLAME-X 950 (N)HXH FE180/90 or equivalent).

### Answer:

The Ordering Party confirms the admissibility of using equivalent solutions.

### Question 62:

Please clarify if the rail bridge is included in the offer? According to the diagram, it is gray (outside the scope).

### Answer:

In accordance with the Technical Conditions for connecting the Warehouse to the power grid, which are included in the Annex to the Technical Design – Power Installations, the connection point is the current terminals in the RGnn transformer station of the DSO Glosbe.

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

### Question 63:

Please confirm whether the cable lines to:

- PV distribution board and
- distribution boards of warehouse halls no. 4/5/6/7  
are included in our scope of work because they appear in single-line diagrams, but in some drawings they are marked in gray as **out of scope**.

### Answer:

In accordance with the Technical Conditions for connecting the Warehouse to the power grid, which are included in the Annex to the Technical Design – Power Installations, the connection point is the current terminals in the RGnN of the DSO Glosbe transformer station.

### Question 64:

Please confirm whether the replacement of warehouse switchboards ( housings with equipment) adapted to the new short circuit power levels is included in the scope of work (also marked in grey/outside the scope in some drawings - Fig. 1).

### Answer:

The Ordering Party confirms the scope of the Contractor's work in accordance with the Technical Conditions received from Glosbe on April 24, 2025.

### Question 65:

What is an Auxiliary Switchboard Board and where is it located?

Please confirm whether the Switchboard is within the Contractor's scope and indicate its connection points/interfaces, in addition to the power supply indicated below. (Fig. 2)

### Answer:

The Auxiliary Switchboard is within the scope of the Contractor, it is presented in the RGnN Power Supply Diagram and is located in the container development of the energy storage facility.

### Question 66:

The technical project indicates that the BMS system is based on the **MY-SOFT** company's solution. Please confirm whether third-party BMS solutions are acceptable and, if so, indicate the mandatory interface and functional requirements that must be met.

### Answer:

The Ordering Party allows the use of equivalent technical solutions that meet the requirements specified in the Tender Specification.

### Question 67:

Please provide the final IO/telematics list that will be the basis for the commissioning: tags, scaling, refresh rates, time synchronization, alarm priorities, communication protocol(s), and cybersecurity and network requirements.

### Answer:

The basis for acceptance will be the construction documentation approved by the Ordering Party.

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

### **Question 68:**

Please specify the SAT acceptance method: correct execution, control tests, test run period and conditions, acceptance protocol requirements and PASS/FAIL criteria etc.

#### **Answer:**

The Ordering Party requires the SAT process to be carried out in order to confirm the achieved material and ecological effect in the actual working environment (functional, safety and calibration tests - in accordance with the Glosbe's requirements included in the Technical Specifications).

### **Question 69:**

Please confirm the location of the PoC connection point for parameter collection purposes (power/energy/efficiency + reactive power compliance) and whether auxiliary loads (HVAC/BOP/telecom/fire protection system) are included or excluded from the measurements.

#### **Answer:**

In accordance with the Ordering Party's design documentation (Technical Conditions of electrical installations).

### **Question 70:**

Please confirm the required control mode at the PoC point ( $\cos\phi$  vs  $Q(P)$  vs  $Q(U)$  vs constant  $Q$  value), the source of the setpoints (DSO/CLIP/local EMS) and whether a schedule or control curve will be provided etc.

#### **Answer:**

In accordance with the Tender Specification and the execution documentation approved by the Ordering Party.

### **Question 71:**

Please confirm the applicable limits/standards, test conditions and duration, and whether a power quality measurement report is required for final acceptance.

#### **Answer:**

In accordance with the Tender Specification and the execution documentation approved by the Ordering Party.

### **Question 72:**

Please confirm whether the scope includes earthworks (excavations), casing pipes, cable routes and running optical fibre/communication cabling to the handover point, or only the connection of terminal devices.

#### **Answer:**

In accordance with the Tender Specification and the design and construction documentation approved by the Ordering Party.

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

### Question 73:

Please confirm your responsibility (design/permits/implementation/costs/impact on the schedule) in the event of the need to reconstruct or secure the technical infrastructure network, connections and unforeseen drainage conditions, groundwater or the need to improve the ground's load-bearing capacity revealed during earthworks.

#### Answer:

In accordance with the provisions of the Agreement: paragraph 3 in §12 [Amendment to the Agreement] and paragraph 3 in § 4 [Author's supervision and management of works].

### Question 74:

Please confirm whether the record applies to all faults or only critical faults; please clarify the allowable temporary repairs/derating/stage repairs, the difference between response time and restoration time, and the rules for calculating contractual penalties if the OEM delivery time exceeds 2 days.

#### Answer:

Without providing definitions of the terms used in the questions, the Ordering Party will rely in this respect on the provisions of the Civil Code, case law and the specific nature of the subject of the contract.

### Question 75:

Please provide a formal list of documents, tests and deliverables required for partial acceptance and payment initiation 60%.

Is a different breakdown of the Contractor's settlement possible? Proposal:

30%: after signing the contract

40%: after delivery to the facility

20%: after completion of assembly works on the facility and commissioning

10%: after final acceptance of the installation

#### Answer:

The formal list of documents required for partial acceptance and release of 60% payment will be prepared by the Contractor based on the execution documentation approved by the Ordering Party (this scope of work does not include tests).

The Ordering Party does not consent to changing the provisions of the Agreement regarding the implementation of the lump sum remuneration.

### Question 76:

Please confirm whether minor defects are acceptable and specify the threshold that defines the "no defects" condition in the Final Acceptance Protocol.

#### Answer:

Without introducing a definition of a defect, the ordering party will rely in this respect on the provisions of the Civil Code, case law and the specific nature of the subject of the contract.

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**Question 77:**

Please specify minimum cybersecurity measures and whether third-party testing/certification or penetration testing is required for acceptance.

**Answer:**

In accordance with point 1.4. Description of other requirements of the Terms of Reference; the Ordering Party requires that the level of cybersecurity of the Subject of the Agreement at the time of its acceptance be consistent with applicable regulations.

**Jasin, January 29, 2026**