

Warsaw 09.12.2025

REQUEST FOR QUOTATION

JONAVA III WIND FARM

ROADS, FOUNDATIONS, MV CABLES

I. Employer:

Energix Polska sp. z o. o.
Ul. Dobra 40
00-344 Warszawa

Contract for execution of works will be signed with one of Lithuanian Energix Group SPV.

Employer`s working hours: Monday – Friday from 9:00 a.m. to 4:00 p.m.
Persons authorized to contact the Contractors, in the substantive and procedural scope:

Tomasz Gołąb
Tel. +48 518 988 262
Adres email: tomaszg@energix-group.com

Bartosz Ruczyński
Tel. +48 797 168 968
Adres email: bartosz@energix-group.com

Place of order fulfillment:

Country: Lithuania, County: Kaunas County, Municipality: Jonava District Municipality.

II. SCOPE OF ORDER

1. The subject of this contract is the execution of comprehensive construction and installation works of foundations, roads, platforms, MV and telecommunication network with commissioning for the investment task collectively entitled: **"Construction of Jonava III wind farm located in Jonava District Municipality, Lithuania"**

Jonava III wind farm consists of:

- 11 x GE 158, 5.8 MW HH=120,9m
- 13 x GE 164, 6.0MW HH=148m

2. Comprehensive construction and installation works of foundations, roads, platforms, MV and telecommunication network together with executive design, as-built documentation, obtaining all necessary use permits, delivery of all needed materials, software and resources needed for proper execution of contract.

a) Foundation works:

- Preparation of executive design,
- Earth works,
- Soil improvement,
- Reinforcement works,
- Concreting,
- Damp-proof insulations,
- Grouting,
- Quality control works,

b) Road and platform works:

- Preparation of executive design,
- Earth works,
- Subbase preparation,
- Construction of roads and platforms layers,
- Temporary areas for delivery, storage and assembly of wind turbines,
- Quality control works,

c) MV and telecommunication network:

- Preparation of executive design,
- Delivery of MV cables,
- Earth works,
- Cable laying,
- Execution of cable joints and cable heads,
- Tests and measurements,

Detail Scope of Contract is part of **Appendix no 3 to this Request for Quotation.**

3. Deliveries on the part of the Contractor, in particular, but not limited to:
 - MV cables, together with MV joints and cable heads,
 - Fiberoptic cable
 - Materials needed for roads construction – crushed stone, geotextiles, cement,
 - Reinforcement steel,
 - Tower Base Kit anchor cage template (for both types of turbines),
 - Concrete,
 - Other required to complete the task
4. Other works to be carried out after the completion of construction and assembly works, in particular but not limited to:
 - Performing all necessary analyses for network permits, such as reactive power compensation analysis, NC RfG compliance analysis, static and dynamic analysis of the generation module, etc. – if required
 - Preparation of as-built documentation with certificates, attestations, declarations of conformity and operating instructions (in Lithuanian and English) of installed equipment, installations and systems, as well as complete technical and operational documentation required by the provisions of the applicable grid operator instructions
 - Obtaining the appropriate occupancy permit required by the Law (occupancy permits, certificates, etc.)
 - Performance of all works resulting from the connection conditions and the connection agreement on the part of the Employer,
 - Conducting the necessary research, tests within the contractor's scope
 - Preparation of complete applications with attachments and obtaining network permits under the European Regulation 2016/631 called NC RfG
 - Presence during tests and support of the Investor in obtaining network permits
 - Removal of defects indicated by the Employer during the warranty period within the agreed deadlines
 - Unloading, storage and security of Tower Base Kits
 - Performing all necessary electrical, geophysical, environmental measurements, if required for the purposes of the occupancy permit or network use permits,
 - The contractor is obliged to report on the progress of the work on a weekly basis
 - The contractor is obliged to prepare a schedule of works
 - The Contractor will provide office space for coordination meetings between the Investor, the Contractor and the Investor Supervision Inspectors
5. Investor deliveries
 - Tower Base Kits (TBK)
 - Wind turbine components consisting of 11 x GE 158, 5.8 MW HH=120,9m and 13 x GE 164, 6.0MW HH=148m

6. The works will be designed and executed based on the **Employer's Requirements** which constitutes **Appendix no 3**. Detailed information on the scope of the contract is included in the documents attached to this Request for Quotation:

- ER-Technical Documentation, administrative decisions and agreements,
- Appendix C – ER-Detailed scope of the contract
- ER-Technical Specifications for the Execution and Acceptance of Works - 6011-ST-EX-WF-01
- ER-Technical Specifications for Design - 6011-ST-PW-WF-01

III. TIME FOR COMPLETION AND BASIC PAYMENT TERMS

1. Time for completion: 30.05.2027 r.

2. Deadlines for completion of the Main Stages of Works:

		Stages of construction works	Deadline for execution
1	a	Contract signing - preparation of H&S plan and	31.01.2026
	b	Organization of site facilities and designation of the construction site in accordance with Lithuanian law and provisions of H&S and environmental regulations and	
	c	MV cables order and executive designs ready and approved (cable type selected, ground improvement design, executive design of foundation submitted for approval.	
2		Completion of 11/24 access roads (established communication with all turbines locations that allows for foundation works) for GE 158 turbines. <u>Completion of executive designs for roads.</u> <u>Completion of executive designs for melioration</u> <u>Completion of access road to Madlinava Substation allowing for construction works on substations.</u>	15.03.2026
3		[OPTION] completion of storage area for 11 x GE158 wind turbines	30.04.2025
4		Completion of 11/24 locations soil exchange/ground improvement/piling works for GE158, <u>completion of executive designs for ground reinforcement</u>	30.04.2026
5		Completion of 24/24 access roads (established communication with all turbines locations that allows for foundation works). Melioration works for roads and platforms completed.	30.04.2026
6		Completion of 11/24 foundations (excavation, reinforcement, concreting, damp-proof insulation). <u>Completion of executive designs for foundations.</u>	30.06.2026

7	Completion of 24/24 locations soil exchange/ground improvement/piling works.	30.06.2026
8	11/24 locations ready for turbines delivery and assembly (roads, platforms, temporary areas) of GE158 <u>Completion of access road to Madlinava Substation</u>	04.07.2026
9	Completion of 24/24 foundations (excavation, reinforcement, concreting, damp-proof insulation). Completion of melioration works for foundations.	15.08.2026
10	24/24 locations ready for turbines delivery and assembly (roads, platforms, temporary areas), all 24 foundations ready for turbine assembly.	07.09.2026
11	Delivery of MV cables to the site (100%), <u>completion of executive designs for MV works</u>	01.06.2026
12	Completion of 50% MV cable lines with fibre optic pipes network.	30.08.2026
13	Completion of 100% MV cable lines with fibre optic pipes network. Fibre optic cables in place. Testing, readiness to connect to substation and wind turbines (without entering substation and wind turbines). Melioration works for MV completed.	29.10.2026
14	Connecting of MV cables and fibre optic lines to substation and first WTG. Readiness for energization.	15.11.2026
15	Delivery of complete as-build documentation for the purpose of use permit of wind farm together with infrastructure (roads, hardstands, exits, MV lines etc.).	18.03.2027
16	Taking-Over Certificate signature	30.05.2027

- Deadlines for milestones 2, 8, 10, 13 and 16 are considered as Time for Completion and delay damages in the amount of 0,15% of the Accepted Contract Amount for each day of delay will apply according to the clause 8.7 of Contract.
- Deadlines for other Milestones are considered as Main Stages of Construction and delay damages in the amount of 0,05% pf the Accepted Contract Amount for each day of delay will apply according to clause 8.7 of Contract.
- Contractor shall submit detailed time programme to the Employer before signing of the contract.
- Turbine supplier main planned deadlines:

Site Mobilisation	06-07-26
TBK Delivery (GE164)	06-05-26
Delivery of WTG & Other Components (120.9)	20-07-26
Delivery of WTG & Other Components (148)	21-09-26
Pre-Installation of 120.9 Towers	03-08-26

Grouting	03-08-26
Installation Completion	18-01-27
COD	02-03-27

3. The deadline for the performance of the Contract, as well as intermediate dates, may be postponed only on the basis of an amendment to the Contract in the form of a mutually signed annex.
4. The Employer defines the following Payment Plan for individual stages of works:

		Stages of construction works	Value of payment [% of contract price according to proper scope of works]	Deadline for execution
1	a	Contract signing - preparation of H&S plan and	10%	31.01.2026
	b	Organization of site facilities and designation of the construction site in accordance with Lithuanian law and provisions of H&S and environmental regulations and		
	c	MV cables order and executive designs ready and approved (cable type selected, ground improvement design, executive design of foundation submitted for approval.		
2		<p>Completion of 11/24 access roads [minimum of 50% of final layer thickness] (established communication with all turbines locations that allows for foundation works) for GE 158 turbines.</p> <p><u>Completion of executive designs for roads. Completion of executive designs for melioration</u></p> <p><u>Completion of access road to Madlinava Substation allowing for construction works on substations.</u></p>	5%	15.03.2026
3		[OPTION] completion of storage area for 11 x GE158 wind turbines	-	30.04.2025
4		Completion of 11/24 locations soil exchange/ground improvement/piling works for GE158, <u>completion of executive designs for ground reinforcement</u>	5%	30.04.2026
5		Completion of 24/24 access roads [minimum of 50% of final layer thickness] (established communication with all turbines locations that allows for foundation works). Melioration works for roads	5%	30.04.2026



		and platforms completed.		
6		Completion of 11/24 foundations for GE158 (excavation, reinforcement, concreting, damp-proof insulation). <u>Completion of executive designs for foundations.</u>	8%	30.06.2026
7		Completion of 24/24 locations soil exchange/ground improvement/piling works.	10%	30.06.2026
8		11/24 locations ready for turbines delivery and assembly (roads, platforms, temporary areas) of GE158 <u>Completion of access road to Madlinava Substation</u>	7%	04.07.2026
9		Completion of 24/24 foundations (excavation, reinforcement, concreting, damp-proof insulation). Completion of melioration works for foundations.	10%	15.08.2026
10		24/24 locations ready for turbines delivery and assembly (roads, platforms, temporary areas), all 24 foundations ready for turbine assembly.	13%	07.09.2026
11		Delivery of MV cables to the site (100%), <u>completion of executive designs for MV works</u>	3%	01.06.2026
12		Completion of 50% MV cable lines with fibre optic pipes network.	5%	30.08.2026
13		Completion of 100% MV cable lines with fibre optic pipes network. Fibre optic cables in place. Testing, readiness to connect to substation and wind turbines (without entering substation and wind turbines). Melioration works for MV completed.	10%	29.10.2026
		Grouting completion – max 7 days after preinstallation completion of last turbine.	2%	09.11.2026
14		Connecting of MV cables and fibre optic lines to substation and first WTG. Readiness for energization.	-	15.11.2026
15		Delivery of complete as-build documentation for the purpose of use permit of wind farm together with infrastructure (roads, hardstands, exits, MV lines etc.).	-	18.03.2027
16		Taking-Over Certificate signature	7%	30.05.2027
			100%	

5. Individual payments may be invoiced only after the Interim Payment Certificate has been issued by the Employer.

IV. TYPE OF PROCEDURE.

- 1) This procurement procedure is conducted in the form of a Request for Quotation.
- 2) The proceedings are conducted in English.
- 3) The purpose of this Request for Quotation is to select a contractor for construction works under the investment project **"Construction of the Jonava III wind farm located in the district municipality of Jonava, Lithuania"**.
- 4) **Technical documentation, formal and legal documentation and technical specifications are available on the VDR server. Documentation is in Lithuanian, however Employer provides translations of some of Technical Detailed Design, only for informative purpose. Offer must be based on original Lithuanian documentation.**
- 5) Access to the server will be granted to the Contractor on the basis of a request for access delivered electronically by the Employer to the e-mail address bartosz@energix-group.com and tomaszg@energix-group.com by **18.12.2025 at 4:00 p.m. CET.**
- 6) The application for granting access to the VDR server should be accompanied by declarations of compliance by the Contractor with the formal requirements imposed on the Contractors – **Appendices No. 7, 8 and 9** of the Request for Quotation and a signed Non-Disclosure Agreement constituting **Appendix No. 6** to the Request for Quotation (Non-Disclosure Agreement and appendixes 7, 8 and 9, available on the website).
- 7) The Employer provides for the possibility of submitting partial bids.
- 8) Communication between the Employer and the Contractor (questions/answers) will take place via e-mail: bartosz@energix-group.com and tomaszg@energix-group.com
- 9) The Employer shall provide explanations to the Contractors' inquiries regarding the content of the request for proposal, if the request for clarification is received and the indicated e-mail address is received no later than by the end of the 3rd day before the deadline for submission of bids. If the Contractor's request for clarification of the content of the request for proposal is received after the deadline for submitting explanations, the Employer may provide explanations or leave the application unexamined.
- 10) The Employer reserves the right to change the content of this request for proposal. The Employer shall extend the deadline for submitting bids by the time necessary to introduce changes in the bids, if it is necessary due to the scope of the introduced changes.
- 11) Changes to the content of the request for proposal and explanations provided by the Employer to the Contractor inquiries become an integral part of the request for proposal and are binding for Contractor.
- 12) The Employer reserves the right to annul the procedure at any stage in the event that, due to circumstances that it did not foresee or could not have

foreseen, the award of the contract is not in the interest of the Employer or for other reasons has become inappropriate or the occurrence of which will result in a lack of economic justification for the performance of the subject of the contract.

- 13) In the event of annulment of the procedure, the Contractors shall not be entitled to claims for damages against the Employer and the Employer shall not reimburse the Contractors for the costs of preparing and submitting the offer in this proceeding.

V. DESCRIPTION OF HOW TO PREPARE OFFERS

1. The proposed price should be presented in **the Offer Form (Appendix No. 1)** and in the table of integrated elements (**Appendix No. 1A**)
2. The value of the offer must be presented in monetary units as the total net price, with an accuracy of two decimal places.
3. The Contractor shall prepare the offer and all required attachments in writing, under pain of nullity, in English, according to the templates of the forms attached to the Request for Proposal.
4. The offer should be delivered in electronic form, PDF file format and spreadsheet format (Appendix No. 1A). Signed in accordance with the representation with a qualified electronic signature.
5. The Employer does not provide for the possibility of submitting partial bids.
6. The Employer does not provide for the possibility of submitting a variant offer.
7. The contractor is bound by the offer for a period of **90 days**. The validity period of the offer begins upon the expiry of the deadline for submitting offers.
8. The offer and all required attachments must be prepared in writing, under pain of nullity, in English, using the template forms attached to the Request for Quotation.
9. The Employer does not require translation of tender documents by a sworn translator.

VI. PLACE AND DATE OF SUBMISSION OF OFFERS

The offer with attachments should be submitted to the indicated e-mail address:

tomaszg@energix-group.com and bartosz@energix-group.com

The deadline for submitting offers is: **12.01.2026 at 8:00 p.m. CET**. What matters is the date and time of receipt.

In connection with the possibility for the Contractors to reserve documents (information) in their offers, constituting a trade secret within the meaning of the provisions on combating unfair competition, the Employer informs that the offers that have been opened may be made available to the Contractors for inspection at their written request, at the earliest on the day following the day of opening the offers, after prior arrangement with the Employer.

VII. OFFERS EVALUATION CRITERIA

The Employer will evaluate valid offers on the basis of the following bid evaluation criteria:

1) Net price

In the criterion NET PRICE OF THE SCOPE OF THE CONTRACT, THE Employer will assess the criterion on the basis of the information contained in the offer form, i.e. the Contractor will indicate the total net price of the subject of the contract in the offer form.

2) Programme

In the Programme criterion, the Employer will assess the criterion on the basis of the information contained in the presented Detailed Programme. The Contractor shall indicate in the Programme compliance or lack thereof with the dates of the Main Stages of Construction and Time for Completion milestones indicated in Chapter III of the Request for Quotation, time counted in full working days.

In the event of a delay in the execution of the order, the Contractor shall pay the Employer a contractual penalty in accordance with the terms of the contract.

3) Warranty period

The Employer will assess the criterion on the basis of the information contained in the Tender Form (the Contractor shall indicate in the Offer Form the guarantee period of the Subject of the Contract in the number of months). The Employer expects a 60-month warranty period for construction works and materials delivered.

Additionally 10 years – for concealed elements of Works; 20 years – if deliberately hidden defects of any Works are detected.

The warranty period begins on the day of signing the final acceptance protocol by the Employer and the Contractor without reservations.

4) References confirming previous experience

The Employer will assess the criterion on the basis of the reference documents submitted by the Contractor attached to the completed Offer Form.

Reference documents issued by entities operating in the field of wind farms, renewable energy installations or similar investment projects should confirm:

- a) performance by the Contractor of comprehensive construction and installation works of wind farms or installations of renewable energy sources (or similar undertakings), or
- b) awarding a contract to the Contractor for the execution of works described in point a) – "award of a contract" shall mean the conclusion of a contract for the performance of complex works described in point a) or the selection of a given Contractor as the contractor of the project described in point a) as a result of the tender procedure.

In the event that the Contractor fails to submit any reference documents together with the Offer Form, or none of the documents provided by the Contractor is qualified to any of the categories of reference documents (in accordance with the table above), the Employer reserves the right to reject the Contractor's offer.

The Employer will check the credibility of the bids in the following way:

- 1) The Employer reserves the right to check the credibility of the documents, statements, lists, data and information presented by the Contractors in the course of the evaluation of the offer.
- 2) In order to determine whether the offer contains an abnormally low price in relation to the subject of the contract, the Employer shall ask the Contractor in writing to provide explanations within a specified period of time regarding the elements of the offer affecting the amount of the price.
- 3) When assessing the explanations, the Employer takes into account objective factors, in particular the economy of the method of performing the contract, the selected technical solutions, exceptionally favourable conditions for the performance of the contract available to the Contractor, the originality of the Contractor's design and the impact of state aid granted on the basis of separate regulations.
- 4) Offers submitted after the deadline or outside the agreed method of submission of offers will not be considered.
- 5) In the course of the examination and evaluation of bids, the Employer may request from the Contractors explanations and additions regarding the content of the submitted bids within a specified period. If no explanations are submitted within the specified period, the offer will be rejected.

The Employer will reject the bid submitted by the Contractor:

- 1) when the offer does not comply with the technical requirements specified in the Request for Quotation,
- 2) when the content of the offer is inconsistent with the Employer Requirements specified in the Request for Quotation documents,
- 3) who, despite being asked to complete, has not submitted the correct documents confirming the conditions of participation in the procedure (if appointed), the required powers of attorney or has submitted defective powers of attorney within the deadline indicated in the request,
- 4) when the Contractor evades signing the contract.
- 5) If the price or cost offered by the Contractor seems to be abnormally low in relation to the subject of the contract, i.e. it differs by more than 30% from the arithmetic average of the prices of all valid offers that are not subject to rejection, or raises doubts of the Employer as to the possibility of performing the subject of the contract in accordance with the requirements specified in the request for proposal or resulting from separate regulations, the Employer shall require the Contractor to submit explanations within the set deadline, including the submission of evidence regarding the calculation of the price or cost. The Employer shall assess these explanations in consultation with the Contractor and may reject this offer only if the submitted explanations together with evidence do not justify the price or cost in this offer. If the

Contractor fails to submit explanations within the set deadline, the offer will be rejected as inconsistent with the content of the request for quotation.

- 6) The offer is submitted under pain of rejection in a document form – understood as a scan of the signed original or electronic – understood as a document with a qualified signature. The offer should be signed by a person authorised to represent the Contractor, in accordance with the form of representation of the Contractor specified in the relevant register or other document appropriate for the Contractor's organisational form, or by an authorised representative of the Contractor.
- 7) The offer should contain the offer form completed in accordance with the request for quotation and attachments to the request, as well as documents confirming the authorization to represent and act on behalf of the Contractor.
- 8) The Employer rejects the offer of the Contractor who has not submitted explanations or if the assessment of the explanations together with the evidence provided confirms that the offer contains an abnormally low price in relation to the subject of the contract.
- 9) The presentation by the Contractor of false information affecting the outcome of the procedure for the award of this contract will result in the exclusion of the Contractor from the conducted procedure, regardless of other consequences provided for by law.

VIII. LIST OF DOCUMENTS/DECLARATIONS REQUIRED FROM THE CONTRACTOR

The Contractor shall submit the following as attachments constituting an integral part of the offer:

1. **A detailed Program** , taking into account all the elements included in the subject of the contract, indicating the planned time and deadlines for their completion, taking into account the provisions of Chapter III of this Request for Quotation.
2. Bill of quantities of Works and cost estimate prepared by the Contractor. Note: The bill of quantities and cost estimate provided by the Contractor will not be a component of the offer, but will be of an auxiliary and informative nature when verifying the price as to its real value.
3. List of main materials and equipment according to the template constituting **Appendix No. 4** to the Request for Proposal.
4. At least 3 references from the construction works performed, confirming the performance of: comprehensive works in the construction of Wind Farms and their roads, foundations and medium voltage networks in the last three years at least two contracts in the scope covering above-mentioned branches of works for the amount of not less than EUR 10,000,000.00 nett each.
5. Confirmation of the following persons capable of performing the subject of the contract:
 - construction manager - one person with construction licenses without restrictions in the civil construction specialty, having at least five years of experience as a construction manager, who in the last five years held the position of construction manager in the implementation of at least two

investments with a gross value of at least EUR 10,000,000.00 each, meets the legal requirements for the management of construction works in Lithuania.

- one person holding a construction license without restrictions in the installation specialty in the field of electric power networks, installations and equipment, holding at least five years of experience on the construction site, who in the last five years held the position of a construction/works manager in the implementation of at least two investments with a gross value of not less than EUR 10,00,000.00 each, meets the legal requirements for the management of construction works in Lithuania.
- one person holding a building license without restrictions in the road specialty, having at least five years of experience on a construction site, who in the last five years held the position of a construction/works manager in the implementation of at least two investments with a gross value of not less than EUR 10,000,000.00 each, meets the legal requirements for the management of construction works in Lithuania.
- one person holding a building license without restrictions in the reclamation specialty, having at least five years of experience on a construction site, who in the last five years held the position of a construction/works manager in the implementation of at least two investments with a gross value of not less than EUR 500,000.00 each, meets the legal requirements for the management of construction works in Lithuania.

6. The following OHS documents:

- a copy of the signed health and safety policy.
- an outline of the key elements of the safety management system in your own organization, including information on risk assessment, standard procedures, accident reporting and conduct, monitoring and auditing system, and employee consultations.
- an outline of the training/competencies of key people involved in the management of the health and safety system, both at the corporate level and for key members of construction management teams (including qualifications and membership in professional organizations).
- A brief description of the process of appointing subcontractors and consultants.
- a list of all reported health and safety and environmental incidents in which the Contractor has been involved in the last 3 years and will present the accident frequency index: number of hours lost / (number of hours lost + number of hours worked).
- details of health and safety and environmental judgments in the last 5 years, if any, or confirmation of the absence of judgments.

7. Certificates allowing for construction works In Lithuania.

Before preparing the offer, the Contractor should familiarize itself with the information on the subject of the Contract provided by the Employer in the tender materials, as well as with the area of performance of the investment task being the subject of the contract.

Contractors bear all costs related to the preparation and submission of the bid. In the event of cancellation of the procedure, the Employer will not reimburse the costs of preparing and submitting bids.

The required documents attached to the Request for Quotation, as well as the Contractor's letters and statements must be stamped with the company seal of the Contractor or the company of the proxy and signed by the authorized representative(s) of the Contractor in accordance with the requirements of the Request for Quotation. In the absence of a personal stamp by the authorized representative(s) The contractor or the proxy is only obliged to submit a legible signature.

Documents submitted in the form of photocopies must be certified (signed) on each page containing information by the authorized representative(s) of the Contractor or an attorney "for compliance with the original".

The content of the offer must correspond to the content of the Request for Quotation and the specification of the essential terms of the contract.

The Contractor is obliged to indicate in the tender the parts of the contract that it will entrust to subcontractors.

The Employer allows equivalent solutions (e.g. change of roads and platforms cross section) with parameters identical to or better than those indicated in the technical documentation, with the provision that the proposed solutions must meet the requirements of the project and comply with all the requirements on the basis of which the building permit was obtained and the necessary arrangements were made.

In the event of the application of equivalent solutions, the Contractor will obtain appropriate arrangements and obtain all necessary consents, opinions and decisions of the competent institutions and bodies, preceded, if necessary, by the preparation of appropriate documentation. Any costs resulting from the amendment of the design documentation, obtaining documents affecting the obtaining of the building permit and the building permit itself, as well as the costs of expert opinions and analyses resulting from this, shall be borne by the Contractor.

The Employer requires that when applying equivalent solutions, the deadline for completion of works and the deadlines for completion of individual stages of construction specified in **Chapter III** of this Request for Quotation are met.

In the event that the Contractor envisages the use of materials and equipment with equivalent technical parameters and a standard not worse than those adopted in the construction and technical designs attached to the Request for Proposal, the Contractor is obliged to attach to the offer an additional list of these materials and equipment in accordance with **Appendix No. 4** to the Request for Proposal, together

with attestations, certificates or technical approvals confirming the approval for use in construction.

IX. INFORMATION ON THE SCOPE OF THE CONTRACTOR'S EXCLUSION

Entities related to the Employer in terms of personal or capital are excluded from the procedure. Capital or personal relationships shall be understood as mutual links between the Ordering Party or persons authorised to incur obligations on behalf of the Ordering Party or persons performing for the Ordering Party activities related to the preparation and conduct of the procedure for selecting the Contractor and the Contractor, consisting in particular in:

- participation in the company as a partner in a civil partnership or partnership.
- holding at least 10% of shares (unless a lower threshold results from the provisions of law).
- performing the function of a member of a supervisory or management body, proxy, proxy.
- being married, in a relationship of kinship or affinity in the direct line, kinship or affinity in the collateral line to the second degree, or being related by adoption, guardianship or guardianship or cohabitation with the Contractor, its legal representative or members of the management bodies or supervisory bodies of the Contractors applying for the award of the contract.
- remain in such a legal or factual relationship with the contractor that there is a reasonable doubt as to their impartiality or independence in connection with the procurement procedure.

Entities included in the list of persons and entities subject to sanctions in connection with actions undermining the territorial integrity, sovereignty and independence of Ukraine in accordance with the Act of 13.04.2022 on special solutions for counteracting support for aggression against Ukraine and for the protection of national security (Journal of Laws of 2022, items 835, 1713) are excluded from the proceedings. Administration.

The Employer shall exclude from this tender procedure:

- Contractors in respect of whom liquidation has been opened or whose bankruptcy has been declared, with the exception of Contractors who, after the declaration of bankruptcy, have entered into an arrangement approved by a final court decision, if the arrangement does not provide for the satisfaction of creditors by liquidation of the bankrupt property;
- Contractors who are in arrears with the payment of taxes, fees or social security or health insurance contributions, except in cases where they have obtained an exemption, deferral, instalment of overdue payments or suspension of the full implementation of the decision of the competent authority;
- Contractors who have submitted false information that has or may have an impact on the outcome of the conducted procedure;
- Contractors who have not demonstrated that they meet the conditions for participation in the procedure.

The Employer shall reject the Contractor's offer if:

- its content does not correspond to the content of the Request for Proposal;
- its submission constitutes an act of unfair competition within the meaning of the provisions on combating unfair competition;
- contains an abnormally low price in relation to the subject of the contract;
- contains errors in the calculation of the price that cannot be corrected;
- is invalid on the basis of separate provisions

The bid of the Excluded Contractor shall be deemed to have been rejected.

X. REQUIRED WARRANTIES AND PROTECTIONS.

The Contractor, in the event of a contract being signed, will be obliged to provide a Contract Performance Guarantee in the amount of 10% of the Approved Contract Amount in accordance with the terms of the contract valid until the final acceptance date (TOC), e.g. in the form of a bank or insurance guarantee.

The required minimum warranty period is 5 years for construction and electrical work from the date of final acceptance (TOC).

Quality Guarantee for a period of 2 years from final acceptance (TOC) in the amount of 10% and 5% for a period of the next 3 years, e.g. in the form of a bank or insurance guarantee

XI. IMPORTANT PROVISIONS OF THE AGREEMENT

The terms and conditions of the contract are presented in detail in **Appendix No. 2** attached to the request for proposal.

XII. INFORMATION CLAUSE

In accordance with Article 13(1) and (2) 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 (General Data Protection Regulation) (OJ L 13, p. OJ L 119 of 04.05.2016, p. 1), hereinafter referred to as "GDPR", I hereby inform that:

1. The administrator of your personal data is Energix Polska sp. z o. o. with its registered office in Warsaw (Dobra 40; 00-344), entered into the Register of Entrepreneurs of the National Court Register under KRS No. 0000637006 NIP 7010614517 REGON 365395493
2. Your personal data will be processed on the basis of Article 6(1)(f) of the GDPR for the purpose of conducting the procurement procedure, in accordance with the principle of competitiveness in the project entitled "**Construction of Jonava III wind farm located in Jonava District Municipality, Lithuania**".
3. Your personal data will be stored, in accordance with the concluded co-financing agreement, for a period of 10 years, in accordance with the rules of archiving documents covered by the co-financing agreement.
4. The obligation to provide your personal data directly concerning you is a requirement set out in the guidelines on the eligibility of expenditure under the

POIR for 2021-2027, necessary to participate in the procurement procedure;

5. Decisions will not be made in an automated manner with regard to your personal data, in accordance with Article 22 of the GDPR;
6. Your personal data will not be transferred outside Polish, the EU and the European Economic Area.
7. You have:
 - a. pursuant to Article 15 of the GDPR, the right of access to personal data;
 - b. pursuant to Article 16 of the GDPR, the right to rectification of personal data;
 - c. pursuant to Article 18 of the GDPR, the right to request the controller to restrict the processing of personal data, subject to the cases referred to in Article 18(2) of the GDPR;
 - d. the right to lodge a complaint with the President of the Office for Personal Data Protection if you believe that the processing of your personal data violates the provisions of the GDPR;
8. You are not entitled to:
 - a. in conjunction with Article 17(3)(b), (d) or (e) of the GDPR, the right to erasure of personal data;
 - b. the right to transfer personal data referred to in Article 20 of the GDPR;
 - c. pursuant to Article 21 of the GDPR, the right to object to the processing of your personal data, as the legal basis for the processing of your personal data is Article 6(1)(f) of the GDPR.

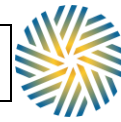
When entering the procedure, the Contractor is obliged to inform in writing each person whose personal data will be provided in the tender about the statements and documents submitted in the procedure.

XIII. ATTACHMENTS (available on website)

- 1) Appendix 6 – Non-Disclosure Agreement
- 2) Appendix No. 7 - Statement of No Grounds for Exclusion from the Procedure
- 3) Appendix 8 - Statement of non-exclusion in connection with Russia's actions
- 4) Appendix no. 9 - Contractor's statement regarding the fulfilment of the information obligations provided for in Article 13 or Article 14 of the GDPR

XIV. ATTACHMENTS AVAILABLE AFTER SIGNING NON-DISCLOSURE AGREEMENT.

- 1) Appendix no. 1 - Offer form
- 2) Appendix No. 1A – spreadsheet – table of integrated elements
- 3) Appendix No. 2 – Contract Template /will be delivered on further stage/
- 4) Appendix No. 3 – Employer`s Requirements:
 - Technical Documentation – Construction Design, administrative decisions and arrangements,
 - Appendix C – ER-Detailed scope of the subject of the contract
 - ER-Technical Specification of Execution and Acceptance of Works



- ER-Technical Specification for Design
- 5) Appendix no. 4 - Technical and functional parameters/List of preferred Materials and Equipment
- 6) Appendix no. 5 - Statement on compliance with the condition of participation in the proceedings in accordance with the provisions of Chapter IX

On behalf of the Employer:	