

Warsaw, 04.05.2026

REQUEST FOR QUOTATION JONAVA PV

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. CET
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.

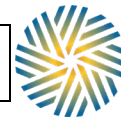
II. SCOPE OF ORDER

1. The subject of this contract is the execution of comprehensive construction and installation works of 330MW DC 280MW AC Photovoltaic Farm (PV) for the investment task collectively entitled: "**Construction of Jonava PV located in Jonava District Municipality, Lithuania**"

2. Comprehensive construction, installation and commissioning works of PV 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) Execution of all necessary ground works (excavations, soil replacement, backfilling, embankments);
- b) Performing all necessary work related to strengthening and compaction of the subsoil;
- c) Construction of the foundations for equipment;
- d) checking the correctness of device selection by performing all needed calculations, analysis and models;
- e) Unloading Investor Deliveries – PV Modules – providing proper storage and installation on support structures;
- f) Unloading Investor Deliveries – Support Structure – providing proper storage and installation;
- g) Unloading Investor Deliveries – Central Inverter Stations – installation and commissioning
- h) Delivery, installation and commissioning of DC Combiner Boxes.
- i) Supply and installation of 33kV cables and equipment;
- j) Supply and installation of Mikronika SCADA system. Integration with Producer Substation SCADA;
- k) Supply and installation of full site security system;
- l) Execution of comprehensive earthing system with lightning protection system;
- m) Supply and installation of DC equipment and cables;
- n) Execution of all needed connection with Producer Substation;
- o) Construction of internal access roads, pavements and squares;
- p) Delivery and installation of fence and gates;
- q) Execution of finishing works including but without limitations cleaning, grass sowing, land planting;
- r) Commissioning, energization, obtaining all required grid permits and final use permit.
- s) Adjustment of design if such is needed for execution of works in accordance with Grid Connection Conditions, NCRfG and Lithuanian Law.
- t) And other not listed before needed for execution of works.

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

**Quotation**

3. Deliveries of the Contractor, in particular, but not limited to:
 - DC combiner boxes,
 - DC cables with all necessary equipment,
 - 33kV MV cable lines with all necessary equipment,
 - Fence, gates,
 - Site security system with cameras and sensors

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,
 - 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 Investor Deliveries – PV Modules, support structure and central inverters
 - 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
 - 330 MW of 2384mmx1303mm 720W+ PV module (exact manufacturer to be provided on further stage) with spare parts,
 - Compatible with PV modules support structure with spare parts,
 - 75 x SMA MVPS Sunny Central UP 4400kW,

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:

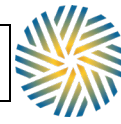
- ER-Technical Documentation, administrative decisions and agreements,
- Appendix C – ER-Detailed scope of the contract
- ER-Technical Specifications for the Execution and Acceptance of Works
- ER-Technical Specifications for Design

III. TIME FOR COMPLETION AND BASIC PAYMENT TERMS

1. Time for completion: 31.10.2026 r.

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

Stages of construction works JONAVA PV			Deadline for execution
1	A	Contract signing - preparation of H&S plan and,	31.06.2026
	B	Performance guarantee provided	
2		Execution of access roads, fence, temporary security system 33%, <u>completion of execution designs for roads and fence.</u>	31.12.2026
3		Execution of access roads, fence, temporary security system 66%,	30.03.2027
4		Execution of access roads, fence, temporary security system 100%,	30.05.2027
5		Delivery and assembly of MV lines inside PV plant area, <u>completion of execution designs</u>	28.02.2027
6		Delivery and assembly of MV lines outside of PV plant area,	30.04.2027
7		Completion of execution of piling and assembly of support structure 50MW, <u>completion of execution designs for support structure.</u>	30.09.2026
8		Completion of execution of piling and assembly of support structure 100MW	30.10.2026
9		Completion of execution of piling and assembly of support structure 200MW	30.11.2026
10		Completion of execution of piling and assembly of support structure 250MW	30.12.2026
11		Completion of execution of piling and	30.01.2027



		assembly of support structure 300MW	
12		Completion of execution of piling and assembly of support structure 330MW	30.02.2027
13		Completion of assembly of PV modules, delivery of DC cabling and DCBOX 50MW, completion of execution designs	31.12.2026
14		Completion of assembly of PV modules, delivery of DC cabling and DCBOX 100MW	31.03.2027
15		Completion of assembly of PV modules, delivery of DC cabling and DCBOX 200MW	30.05.2027
16		Completion of assembly of PV modules, delivery of DC cabling and DCBOX 250MW	30.06.2027
17		Completion of assembly of PV modules, delivery of DC cabling and DCBOX 330MW	31.07.2027
18		Completion of earth works - DC cabling, AC cabling, earthing. Completion of assembly and connection of all strings. Assembly of central inverter stations 150MW	30.05.2027
19		Completion of earth works - DC cabling, AC cabling, earthing. Completion of assembly and connection of all strings. Assembly of central inverter stations 330MW	30.06.2027
20		Delivery and assembly of remaining equipment and software (SCADA, CCTV etc.).	30.04.2027
21		Energization of PV plant - First power generation - grid permit issued	31.05.2027
22		Energization of PV plant – 100MW power generation	30.06.2027
23		Energization of PV plant – 200MW power generation	31.07.2027
24		Energization of whole PV - Full power generation	31.08.2027
25		Final completion of works together with commissioning of PV plant, energizing, tests, configurations. Full power generation, final cleaning and removal of all unnecessary equipment, as build	31.10.2027

	documentation and signature of Taking-Over Certificate	
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	Milestone no.1 does not bear any delay damages.
	Deadlines for milestones no. 4, 10, 15, 19, 21, 22, 23 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% of 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.
- 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.
- The Employer defines the following Payment Plan for individual stages of works:

Stages of construction works JONAVA PV				Deadline for execution
1	A	Contract signing - preparation of H&S plan and,	10%	31.06.2026
	B	Performance guarantee provided		
2		Execution of access roads, fence, temporary security system 33%, completion of execution designs for roads and fence.	2%	31.12.2026
3		Execution of access roads, fence, temporary security system 66%,	2%	30.03.2027
4		Execution of access roads, fence, temporary security system 100%,	2%	30.05.2027
5		Delivery and assembly of MV lines inside PV plant area, completion of execution designs	4%	28.02.2027
6		Delivery and assembly of MV lines outside of PV plant area,	5%	30.04.2027
7		Completion of execution of piling and assembly of support structure 50MW, completion of execution designs for support structure.	3%	30.09.2026
8		Completion of execution of piling and assembly of support structure 100MW	4%	30.10.2026
9		Completion of execution of piling and assembly of support structure 200MW	4%	30.11.2026

10	Completion of execution of piling and assembly of support structure 250MW	4%	30.12.2026
11	Completion of execution of piling and assembly of support structure 300MW	4%	30.01.2027
12	Completion of execution of piling and assembly of support structure 330MW	4%	30.02.2027
13	Completion of assembly of PV modules, delivery of DC cabling and DCBOX 50MW, completion of execution designs	3%	31.12.2026
14	Completion of assembly of PV modules, delivery of DC cabling and DCBOX 100MW	4%	31.03.2027
15	Completion of assembly of PV modules, delivery of DC cabling and DCBOX 200MW	4%	30.05.2027
16	Completion of assembly of PV modules, delivery of DC cabling and DCBOX 250MW	4%	30.06.2027
17	Completion of assembly of PV modules, delivery of DC cabling and DCBOX 330MW	4%	31.07.2027
18	Completion of earth works - DC cabling, AC cabling, earthing. Completion of assembly and connection of all strings. Assembly of central inverter stations 150MW	4%	30.05.2027
19	Completion of earth works - DC cabling, AC cabling, earthing. Completion of assembly and connection of all strings. Assembly of central inverter stations 330MW	5%	30.06.2027
20	Delivery and assembly of remaining equipment and software (SCADA, CCTV etc.).	4%	30.04.2027
21	Energization of PV plant - First power generation - grid permit issued	3%	31.05.2027
22	Energization of PV plant – 100MW power generation	5%	30.06.2027
23	Energization of PV plant – 200MW power generation	2%	31.07.2027
24	Energization of whole PV - Full power generation	5%	31.08.2027
25	Final completion of works together with commissioning of PV plant, energizing,	5%	31.10.2027

	tests, configurations. Full power generation, final cleaning and removal of all unnecessary equipment, as build documentation and signature of Taking-Over Certificate		
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4. 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 PV 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 **13.05.2026 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 quotation, 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 quotation 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 quotation. 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 quotation and explanations

provided by the Employer to the Contractor inquiries become an integral part of the request for quotation 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 Quotation.
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 provides 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: **22.05.2026 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, 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 renewable energy installations or similar investment projects should confirm:

- a) performance by the Contractor of comprehensive construction and installation works of PV Farms, 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 quotation 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 Quotation.
4. At least 3 references from the construction works performed, confirming the performance of: comprehensive works in the construction of PV Farms 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 5 000 000,00 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 5,000,000.00 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 5,00,000.00 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 5,000,000.00 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 of abovementioned 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 Quotation, 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 Quotation,

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 Quotation;
- 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 quotation.

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 PV 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.

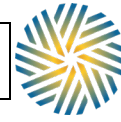
When entering the procedure, the Contractor is obliged to inform in writing each person whose personal data will be provided in the tender about the statements and documents submitted in the procedure.

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
- 4) Appendix No. 3 – Employer`s Requirements:
 - Technical Documentation – Construction Design, administrative decisions and arrangements,
 - ER- Appendix C – 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

7)

On behalf of the Employer:	