

Poznań, September 08, 2025

## REQUEST FOR PROPOSALS

for the purchase of 7 transformer-inverter stations (7x ~4400 kVA) and one central PPM/PPC controller for managing the operation of the transformer-inverter units for the needs of ENERGIX POLSKA SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ BESS NOWE CZARNOWO II SPÓŁKA JAWNA as part of the investment project "Electricity storage facility with accompanying infrastructure – Nowe Czarnowo II, Priority program No. 1.15 "Energy transformation Electricity storage facilities and related infrastructure to improve the stability of the Polish power grid"

### I. PURCHASER

ENERGIX POLSKA SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ

BESS NOWE CZARNOWO II SPÓŁKA JAWNA

Pl. Władysława Andersa 7

61-894 Poznań

NIP: 527-307-05-97

KRS: 0001148655

#### Contact details:

Email address: przetargi\_nc2@energix-group.com

#### Place of order fulfillment:

Plot: 20/6; Precinct: Nowe Czarnowo; Municipality: Gryfino; Province: West Pomeranian

### II. GENERAL PROVISIONS

1. This procurement procedure is conducted **in the form of a request for quotation**, in accordance with the Internal Regulations on the rules for conducting tender procedures and selecting contractors for expenditures incurred as part of a project financed by the National Fund for Environmental Protection and Water Management (NFOŚiGW), including the construction and implementation of energy storage facilities.
2. The Contracting Authority's objective is to ensure transparency, competitiveness, equal treatment of bidders, and compliance with the requirements of the National Fund for Environmental Protection and Water Management (NFOŚiGW).
3. The Ordering Party publishes the request for quotation on the website <https://www.energixpolska.com/> and in a publicly accessible place at the Ordering Party's headquarters.
4. The procedure is conducted in **Polish and English**. The Ordering Party reserves that in the event of discrepancies between the language versions of the request for quotation or any documentation made available by the Ordering Party, the Polish version shall be decisive.
5. The Ordering Party **does not provide** for the possibility of submitting partial bids. The Ordering Party has not divided the order into parts. The subject of this order could not be divided into parts due to technical, organizational, economic, and practical considerations.

6. Communication between the Ordering Party and the Bidder (**questions/answers**) will take place via **email: przetargi\_nc2@energix-group.com**. The Ordering Party will also publish the answers to the Contractors' questions as an attachment to this Request for Quotation.
7. The Ordering Party will provide explanations to Contractors' questions regarding the content of the Request for Quotation if the request for clarification is sent to the indicated email address no later than 5 days before the end of the procedure. If the Contractor's request for clarification of the content of the Request for Quotation is received after the deadline for providing clarifications, or concerns clarifications that have already been provided, the Ordering Party may provide clarifications or leave the request unexamined.
8. Contractors are required to regularly monitor the website <https://www.energixpolska.com/> in order to ensure up-to-date access to information and documentation related to the procedure.
9. **The Contracting Authority reserves the right to amend the content of this request for proposals.** The Contracting Authority shall extend the deadline for submitting proposals by the time necessary to amend the proposals, if this is necessary due to the scope of the amendments made.
10. Changes to the content of the request for proposals and explanations provided by the Contracting Authority in response to Bidders' questions become an integral part of the request for proposals and are binding on all Bidders.
11. **The Ordering Party reserves the right to cancel the procedure at any stage** if, due to circumstances that it did not or could not foresee, the award of the contract is not in the interest of the Ordering Party or has become inappropriate for other reasons.
12. In the event of **cancellation of the procedure or failure to select a bid**, Contractors shall not be entitled to any claims for damages against the Ordering Party.

### III. DESCRIPTION OF THE SUBJECT OF THE PROCUREMENT

1. The subject of the contract is **the purchase of 7 transformer-inverter stations (7x ~4400 kVA) and one central PPM/PPC controller for managing the operation of the transformer-inverter units** for the needs of ENERGIX POLSKA SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ BESS NOWE CZARNOWO II SPÓŁKA JAWNA as part of the investment "Electricity storage facility with accompanying infrastructure – Nowe Czarnowo II, Priority program No. 1.15 "Energy transformation Electricity storage facilities and related infrastructure to improve the stability of the Polish power grid"
2. A detailed description of the subject of the contract is provided in Appendix 7. The selected Contractor shall, as part of the remuneration, ensure **the delivery, commissioning, conducting trials, tests**, and other activities necessary to commission the Subject of the contract at the place of performance indicated by the Ordering Party .
3. **Delivery will be made in accordance with the DDP (Incoterm 2023) (Delivered Duty Paid).** This means that the Contractor shall bear all costs of transport, customs duties, taxes, and risks associated with delivery to the destination in Poland. Contractors may propose equivalent delivery terms if they can demonstrate that these terms provide the same level of risk limitation and cost coverage as DDP. Such proposals must include detailed documentation describing how all transport, customs duties, taxes, and delivery costs will be managed and covered, ensuring that there are no additional burdens or risks for the customer.
4. **The Contractor shall commission and start up the Subject of the Contract at the project site indicated by the Ordering Party.**
5. During the acceptance of the Subject of the Contract , the Contractor shall provide instruction on the operation of the Subject of the Contract to at least **4 employees** of the Ordering Party in the field of technical service, proper use, and maintenance of the Subject of the Contract.
6. **The minimum warranty period is 36 months.**
7. The Subject of the Order shall be new, unused, complete, free from physical and legal defects and encumbrances of third parties' rights, and shall not be subject to any security.
8. The Subject of the Order must have **the certificates** required by Polish law for use on the Polish market and must comply **with the laws and standards** in force in Poland and the European Union.

9. The place of delivery of the subject of the contract is the place of project implementation indicated by the Ordering Party, in accordance with this Request for Quotation.
10. Any trademarks, origins, or patents that may appear in the Request for Quotation are for illustrative purposes only, and their inclusion is intended to define the expected standard, with the Ordering Party stating that it allows for the use of **equivalent solutions**.
11. The description of the proposed equivalent solutions must be sufficiently detailed to enable the Ordering Party to assess, when evaluating the bids, whether they meet the requirements regarding their functional and quality properties and parameters, and to decide whether the proposed solutions are equivalent.
12. Equivalent solutions should be understood as those which present a description of the subject of the contract with the same or better technical, quality, and functional parameters meeting the minimum parameters specified by the Ordering Party, but marked with a different trademark, patent, origin, standard, or approval, for example. A Contractor who refers to equivalent solutions in the subject of the contract described by the Ordering Party is obliged to prove that the solutions proposed by him meet the requirements specified in the request for quotation to an equivalent degree.
13. The Ordering Party requires the Contractor to submit relevant documents confirming the use of equivalent solutions. If the Contractor does not submit documents on the use of other equivalent materials or solutions in the offer, it shall be understood that the materials proposed in the detailed description of the subject of the contract have been included in the calculation of the offer price and the performance of the contract; Therefore, the Contractor is obliged to use the materials or solutions proposed in the detailed description of the subject of the contract for the performance of the contract.
14. The Contractor shall provide the Ordering Party with **the following documents** together with the subject of the contract:
  - a. operating and maintenance instructions (DTR documentation) in Polish and English,
  - b. installation and commissioning instructions in Polish and English,
  - c. instructions for remote device management in Polish and English,
  - d. non-compliance register in Polish and English,
  - e. warranty document in Polish and English,
  - f. CE certificate or equivalent in the EU,
  - g. CE declaration of conformity and all required certificates and approvals in Polish and English,
  - h. FAT test documentation in Polish or English,
  - i. transport reports (overload registration),
  - j. SAT test documentation in Polish or English,
  - k. quality documentation (e.g., catalog cards, bill of materials, tests, measurements, product samples),
  - l. a statement of compliance of the products with local legal requirements.

#### IV. ORDER FULFILLMENT SCHEDULE

1. Order completion date:
  - a. **delivery** to the place of performance of the Subject of the Order within a **maximum of 30 weeks from the date of conclusion of the contract with the selected Contractor;- The delivery date is a criterion for the evaluation of bids**
  - b. **commissioning, conducting trials, tests**, and other activities necessary to commission the Subject of the Order at the place of performance indicated by the Ordering Party within **16 weeks of notification by the Ordering Party of the completion of the assembly of the subject of the order.**
2. The parties agree that the date of completion of the contract shall be the date on which the Ordering Party and the Contractor sign the final acceptance report (after commissioning) without reservations.

## V. DESCRIPTION OF THE METHOD OF SUBMITTING BIDS

1. The proposed price should be presented in **the Bid Form (Appendix 1)**.
2. The value of the bid must be presented in monetary units as **a total net price**, accurate to two decimal places.
3. The total net price of the Subject of the Order is the criterion for evaluating bids, in accordance with the conditions specified in Chapter VII of this Request. In addition, **the following will also be evaluated: warranty period, delivery date.**
4. If any amounts are given in foreign currencies, the Ordering Party will convert these amounts into PLN according to the average exchange rate of the National Bank of Poland announced on the date **of the deadline for submitting offers.**
5. **When quoting prices, all elements related to the proper and timely performance of the contract and other activities necessary for the delivery of the contract must be taken into account.**
6. The value of the offer shall remain valid throughout the entire period of validity of the offer and shall be binding for the contract to be concluded.

## VI. PLACE AND DEADLINE FOR SUBMITTING BIDS

1. The bid, together with attachments, must be submitted **by October 7, 2025**, to the following email address: **przetargi\_nc2@energix-group.com**.
2. Bids submitted after the deadline or outside the agreed method of submission will not be considered.
3. During the examination and evaluation of bids, the Ordering Party may request Bidders to provide **explanations** and supplements regarding the content of the submitted bids within a specified time limit. If no explanations are provided within the specified time limit, **the bid will be rejected.**
4. The Ordering Party shall reject a bid submitted by a Bidder:
  - a) if the bid does not comply with the technical requirements specified in the Request for Proposal,
  - b) if the content of the bid is inconsistent with the requirements of the Ordering Party specified in the order documents,
  - c) if, despite a request to supplement the bid within the time limit specified in the request, the Bidder fails to submit the correct documents confirming the conditions for participation in the procedure (if specified), the required powers of attorney, or submits defective powers of attorney,
  - d) when the Bidder refuses to sign the contract
5. If the price or cost offered by the Contractor seems grossly low in relation to the subject of the contract, i.e., it differs by more than 30% from the arithmetic mean of the prices of all valid bids not subject to rejection, or raise doubts on the part of the Ordering Party 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 Ordering Party shall request the Contractor to submit **explanations** within a specified time limit, including **evidence regarding the calculation of the price or cost.** The Ordering Party shall evaluate these explanations in consultation with the Contractor and may reject the offer only if the explanations submitted together with the evidence do not justify the price or cost specified in the offer. If the Bidder fails to submit explanations within the specified time limit, **the offer shall be rejected** as non-compliant with the content of the request for quotation.
6. The bid shall be submitted in writing (**Article 77<sup>2</sup> of the Civil Code**) – understood as a scan of the signed original or in electronic form (**Article 78<sup>3</sup> of the Civil Code**) – understood as a document bearing a qualified signature. The offer should be signed by a person authorized 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 organizational form, or by an authorized representative of the Contractor.

7. The offer should include a **bid form** completed in accordance with the request for bids and attachments to the request, as well as documents confirming the authority to represent and act on behalf of the Bidder.

## VII. CRITERIA FOR EVALUATING BIDS AND INFORMATION ON THE POINT WEIGHTS ASSIGNED TO INDIVIDUAL BID EVALUATION CRITERIA AND A DESCRIPTION OF HOW POINTS ARE AWARDED FOR MEETING A GIVEN BID EVALUATION CRITERION

The Contracting Authority shall evaluate valid bids on the basis of the following bid evaluation criteria:

| CRITERION       | WEIGHT (points) |
|-----------------|-----------------|
| NET PRICE       | 60              |
| WARRANTY PERIOD | 10              |
| DELIVERY TIME   | 30              |

### a) NET PRICE – PC

In the NET PRICE OF THE SUBJECT OF THE ORDER criterion, the Ordering Party will evaluate the criterion based on the information contained in the offer form, i.e. the Contractor will indicate the total net price of the subject of the order in the offer form. The score for the price will be calculated using the following formula:

$$P_c = \frac{C_n \times 60}{C_{(b)}}$$

$C_n$  – net value of the lowest of the submitted bids  
 $C_{(b)}$  – net value of the bid under consideration

The bid for the "net **price**" criterion may receive a maximum of **60.00 points**.

### b) WARRANTY PERIOD – PG

The Ordering Party will evaluate the criterion on the basis of the information contained in the offer form (the Contractor will indicate in the offer form the warranty period for the Subject of the Order in months)

Under the "**warranty period**" criterion, the offer will be evaluated as follows:

| No. | Warranty period in months | Number of points awarded |
|-----|---------------------------|--------------------------|
| 1   | 36 months                 | 0                        |
| 2   | 37 - 59 months            | 5                        |
| 5   | 60 months and more        | 10                       |

If the Contractor does not specify the warranty period in the Offer Form, the Contractor's offer will receive 0 points under this criterion, and the warranty period will be set at 36 months. The Ordering Party also informs that **the minimum warranty period is 36 months**. The warranty period shall commence on the date of signing the final acceptance protocol by the Ordering Party and the Contractor without reservations.

If the Contractor specifies a warranty period **shorter than 36 months**, the Contractor's offer will be **rejected** as non-compliant with the content of the request for quotation.

The offer for the "**warranty period**" criterion may receive a maximum of **10.00 points**.

c) **DELIVERY DATE – PT (from the date of signing the contract with the selected contractor)**

The Ordering Party will evaluate the criterion based on the information contained in the offer form. The Contractor will indicate in the offer form the **delivery** date to the place of performance of the Subject of the Order in number of weeks.

Under the "delivery date" criterion, the bid will be evaluated as follows:

| No. | Completion date<br>in weeks | Number of points<br>awarded |
|-----|-----------------------------|-----------------------------|
| 1   | max. 30 weeks               | 0                           |
| 2   | 25-29 weeks                 | 5                           |
| 3   | 20-24 weeks                 | 10                          |
| 4   | 15-19 weeks                 | 15                          |
| 5   | 11-14 weeks                 | 25                          |
| 6   | 10 weeks and less           | 30                          |

If the Contractor does not specify a completion date in the Offer Form, the Contractor's offer will receive 0 points for this criterion, and the **delivery** date to the place of performance of the Subject of the Order will be set at 30 weeks. The Ordering Party also informs that **the maximum delivery date** to the place of performance of the Subject of the Order **is 30 weeks**. The completion date shall commence on the date of signing the contract by the Ordering Party and the Contractor. The Contractor undertakes to complete the order within the time limit specified in the offer. In the event of a delay in the completion of the order, the Contractor shall pay the Ordering Party **a contractual penalty in accordance with the terms of the contract, Appendix No. 6**.

The offer for the "delivery date" criterion may receive a maximum of **30.00 points**.

Calculations will be made by the Ordering Party to two decimal places.

**THE ORDERING PARTY WILL CONSIDER THE OFFER THAT OBTAINS THE HIGHEST NUMBER OF POINTS FOR INDIVIDUAL CRITERIA TO BE THE MOST ADVANTAGEOUS, AFTER THEY HAVE BEEN SUMMED UP ACCORDING TO THE FORMULA:  $P = PC + PG + PT$ .**

**VIII. CONDITIONS FOR PARTICIPATION IN THE PROCEDURE AND METHOD OF EVALUATING THEIR FULFILLMENT**

1. The contract may be awarded to a Contractor who demonstrates that they meet the conditions for participation in the procedure regarding knowledge and experience:
  - a) The inverters offered as part of the supplied inverter-transformer stations must come from a manufacturer included in the Bloomberg Global Tier 1 Power Inverter Manufacturer List 2Q 2025. Contractors on the Bloomberg Tier 1 list are considered to have high creditworthiness, good financial standing, and consistent product quality. This ensures that the Contractor is a well-established, reliable, and low-risk company, especially in the case of public or large-scale investments. It reduces the risk of technical or financial failure during or after project completion. The Bloomberg Global Tier 1 Power Inverter Manufacturers criteria are available at <https://assets.bnef.com/public/tiering/invertermethodology>. Contractors not listed in the Bloomberg Tier 1 ranking may also qualify if they demonstrate equivalence by providing comprehensive evidence of compliance with the Bloomberg Global Tier 1 Power Inverter Manufacturers criteria.

- b) Has experience in the last 10 years prior to the deadline for submitting bids, and if the period of activity is shorter – in that period in the implementation of at least **3 projects involving the supply of inverter-transformer stations-transformer stations with a minimum power of 2 kVA each and a total power of not less than 10 kVA for each delivery** for the implementation of projects related to large-scale battery energy storage. The inverter-transformer stations supplied must comply with European Union ("EU") standards and be manufactured in Europe. This requirement is essential to ensure compliance with rigorous certification and logistics processes, thereby guaranteeing adherence to the regulatory framework established by the EU. Contractors may also be eligible if they supply non-European inverter-transformer stations and are able to provide comprehensive evidence that their systems are equivalent to those manufactured in Europe and meet or exceed all relevant European standards and certifications. This evidence must include detailed documentation of compliance with EU technical, safety, and environmental regulations.
  - c) Has experience in the last 10 years prior to the deadline for submission of tenders, and if the period of activity is shorter, in that period in the implementation of at least **3 projects involving the supply of PPM/PPC**.
2. In order to confirm that the Contractor meets the conditions for participation in the procedure regarding the knowledge and experience referred to above, the Contractor is required to:
- a) offer inverters from a manufacturer included in the Bloomberg Global Tier 1 Power Inverter Manufacturer List 2Q 2025 or demonstrate equivalence by providing comprehensive evidence confirming compliance with the criteria of the Bloomberg Global Tier 1 Power Inverter Manufacturer List 2Q 2025 available at <https://assets.bnef.com/public/tiering/invertermethodology>.
  - b) submit a list of completed projects for points b) and c) in the last 10 years prior to the deadline for submitting bids, and if the period of activity is shorter – during that period, including the subject matter, dates of performance, and entities to which the deliveries were made, and attaching evidence confirming that these deliveries were performed properly, whereby the evidence referred to are references or other documents issued by the entity to which the deliveries were made.
3. Only Contractors who demonstrate **that there are no grounds for exclusion** from the proceedings, in accordance with **Annex 2 to the request for quotation**, may apply for the contract.

#### **IX. LIST OF DOCUMENTS/DECLARATIONS REQUIRED FROM THE CONTRACTOR**

The Contracting Authority requires **the following documents** to be submitted together with the Bid (in accordance with the template in Appendix 1):

- a) Declaration of no grounds for exclusion (Annex 2),
- b) Declaration of non-exclusion in connection with Russia's actions (Appendix 3),
- c) Declaration of fulfillment of the conditions for participation in the procedure, **together with supporting documents** (Appendix 4),
- d) Contractor's statement regarding the fulfillment of information obligations provided for in Article 13 or Article 14 of the GDPR (Appendix No. 5),
- e) Essential provisions of the contract (Appendix 6)
- f) Detailed description of the subject of the contract (Appendix 7)
- g) Additional technical specifications/technical description confirming compliance with the minimum parameters of the subject of the contract – if applicable.
- h) Documents confirming the authority to represent and act on behalf of the Bidder – if applicable.

#### **X. INFORMATION ON THE SCOPE OF CONTRACTOR EXCLUSION**

1. Entities personally or financially related to the Ordering Party shall be excluded from the proceedings. Capital or personal connections are understood as mutual connections between the Ordering Party or persons authorized to incur liabilities on behalf of the Ordering Party or persons performing activities for the Ordering Party related to the preparation and conduct of the Contractor selection procedure and the Contractor, consisting in particular of:
  - 1) participation in a company as a partner in a civil law partnership or a partnership.
  - 2) holding at least 10% of shares or stocks (unless a lower threshold is provided for by law).
  - 3) serving as a member of a supervisory or management body, proxy, or representative.
  - 4) being married, related by blood or affinity in a direct line, related by blood or affinity in a collateral line up to the second degree, or related by adoption, guardianship or custody, or cohabiting with the Contractor, its legal representative or members of the management or supervisory bodies of Contractors applying for the contract.
  - 5) being in such a legal or factual relationship with the contractor that there are reasonable doubts as to their impartiality or independence in connection with the procurement procedure.
  - 6) 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 April 13, 2022, on special measures to counteract support for aggression against Ukraine and to protect national security (Journal of Laws of 2022, items 835, 1713). The list of persons and entities is available on the website of the Ministry of the Interior and Administration.

#### **XI. INFORMATION ON THE FORMALITIES TO BE COMPLETED AFTER THE SELECTION OF THE MOST ADVANTAGEOUS TENDER FOR THE PURPOSE OF PERFORMING THE CONTRACT**

- 1) Information about the selection of the most advantageous bid and the planned signing of the contract will be posted by the Contracting Authority on the website <https://www.energixpolska.com/> and in a publicly accessible place at the Contracting Authority's headquarters.
- 2) The Contractor will be informed by telephone or e-mail about the date and place of signing the contract.
- 3) If the Contractor whose bid has been selected withdraws from the contract, the Ordering Party may conclude a contract with the next Bidder who obtained the next highest number of points in the procurement procedure.

#### **XII. ESSENTIAL TERMS OF THE CONTRACT**

The basic terms and conditions of the contract are set out in detail in **Appendix 6** attached to the request for quotation. This scope will be included in the contract concluded with the Contractor.

#### **XIII. INFORMATION CLAUSE**

In accordance with Article 13(1) and (2) and Article 14(1) and (2) of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ EU L 119 of 04.05.2016, p. 1), hereinafter referred to as "GDPR", I hereby inform you that:

1. The controller of the personal data of Bidders, Bidders' representatives, and Bidders' contact persons, including persons indicated by Bidders as references, is ENERGIX POLSKA SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ BESS NOWE CZARNOWO II SPÓŁKA JAWNA, Pl. Władysława Andersa 7, 61-894 Poznań ("Administrator").
2. The Administrator can be contacted in any matter relating to the processing of personal data at the address indicated in point 1 above or by sending a message to the following e-mail address: **przetargi\_nc2@energix-group.com**.

3. Your personal data will be processed for the purpose of:
- a) conducting a procurement procedure in accordance with the principle of competitiveness in the project entitled "Electricity storage facility with accompanying infrastructure – Nowe Czarnewo II" under Priority Program No. 1.15 "Energy transformation Electricity storage facilities and related infrastructure to improve the stability of the Polish power grid", including for the purpose of verifying the submitted documentation and references – the legal basis for the processing of personal data is the legitimate interest of the Administrator consisting in the verification and selection of the appropriate offer within the framework of the conducted procedure (Article 6(1)(f) of the GDPR),
  - b) the performance of the provisions of the agreement for co-financing the project entitled "Electricity storage facility with accompanying infrastructure – Nowe Czarnewo II," which the Administrator intends to conclude with the National Fund for Environmental Protection and Water Management - the legal basis for processing is the Administrator's legitimate interest in complying with the provisions of the grant agreement (Article 6(1)(f) of the GDPR),
  - c) ensuring that the Offer complies with the guidelines on the eligibility of expenditure under the POIR for 2021-2027 - the legal basis for processing is the legitimate interest of the Administrator consisting in verifying the offers received and ensuring compliance with the above-mentioned guidelines (Article 6(1)(f) of the GDPR),
  - d) establishing, investigating, and defending claims - the legal basis for processing is the legitimate interest of the Administrator consisting in defending its economic interests (Article 6(1)(f) of the GDPR).
4. The personal data of the Bidders' representatives, the Bidders' contact persons, and the persons indicated in the Bid and references, including contact details (e.g., first name, last name, position, business contact details) and information about the place of work, were obtained by the Administrator from the Bidder participating in the procurement procedure.
5. The recipients of your personal data will be persons or entities to whom the documentation of the proceedings will be made available on the basis of the agreement concluded with the National Fund for Environmental Protection and Water Management for co-financing the project entitled "Electricity storage installation with accompanying infrastructure - Nowe Czarnewo II". The recipients of the data will also include entities with which the Administrator has concluded agreements for the provision of IT support and accounting services.
6. Your personal data will be stored for the duration of the procurement procedure and then for a period of 10 years, in accordance with the rules for archiving documents covered by the co-financing agreement to which the Administrator is a party, or until an effective objection is lodged.
7. The obligation to provide your personal data is a requirement specified in the guidelines on the eligibility of expenditure under the POIR for the years 2021-2027, necessary for participation in the procurement procedure.
8. Your personal data will not be transferred outside Poland, the EU and the European Economic Area, the United States of America (USA), and the State of Israel.
9. You have the right to access the data being processed, to rectify it, to restrict its processing, and to request its deletion. You also have the right to lodge a complaint with the President of the Personal Data Protection Office if you believe that the processing of your personal data violates the provisions of the GDPR.
10. You also have the right to object to the processing of your personal data for reasons related to your particular situation.

When entering into proceedings, the contractor is required to inform in writing each person whose personal data will be included in the offer about the statements and documents submitted in the proceedings.

#### **XIV. APPENDICES**

1. Attachment No. 1 - Bid form.
2. Appendix 2 - Declaration of no grounds for exclusion from participation in the procedure .
3. Appendix No. 3 - Declaration of non-exclusion in connection with Russia's actions.
4. Attachment No. 4 - Statement of compliance with the conditions for participation in the proceedings.
5. Appendix No. 5 - Contractor's statement on the fulfillment of information obligations provided for in Article 13 or Article 14 of the GDPR.
6. Appendix 6 – Essential provisions of the contract.
7. Appendix 7 – Detailed description of the subject of the contract.

## Appendix No. 1 to the Request for Quotation

## OFFER FORM

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Place and date

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Name and address

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Contractor's telephone number, e-mail address

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Contractor's tax identification number

ENERGIX POLSKA SPÓŁKA Z OGRANICZONĄ  
ODPOWIEDZIALNOŚCIĄ BESS NOWE CZARNOWO  
II SPÓŁKA JAWNA

Pl. Władysława Andersa 7

61-894 Poznań

Tax ID: 527-307-05-97

With reference to the Request for Quotation for **the purchase of 7 transformer-inverter stations (7x ~4400 kVA) and one central PPM/PPC controller for managing the operation of the transformer-inverter units** for the needs of ENERGIX POLSKA SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ BESS NOWE CZARNOWO II SPÓŁKA JAWNA as part of the investment "Electricity storage facility with accompanying infrastructure – Nowe Czarnowo II, Priority program No. 1.15 "Energy transformation Electricity storage facilities and related infrastructure to improve the stability of the Polish power grid," we offer to perform the subject of the contract in accordance with the request for quotation for the price of:

| Subject of the contract                                                                                                         | Total net price of the subject of the contract, including currency <i>(constitutes a criterion for the evaluation of bids)</i> | Warranty period in months <i>(constitutes a criterion for evaluating bids)</i> | Delivery time in weeks <i>(constitutes a criterion for evaluating bids)</i> |
|---------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| purchase of 7 transformer-inverter stations (7x ~4400 kVA) and one central PPM/PPC controller for managing the operation of the |                                                                                                                                |                                                                                |                                                                             |

|                                           |  |  |  |
|-------------------------------------------|--|--|--|
| transformer-inverter units<br>in question |  |  |  |
|-------------------------------------------|--|--|--|

1. We declare that we have read the request for quotation together with the attachments and have no objections.
2. We declare that we have obtained all the information necessary to prepare the offer.
3. We declare that we have read the relevant provisions of the contract and have no objections to them.
4. We declare that the above price includes the performance of all the Contractor's obligations described in the request for quotation and its attachments.
5. We declare that the offer is valid **until October 30, 2025**.
6. We declare that the documents confirming the authority to represent the Ordering Party can be obtained by the Ordering Party from **free and publicly available databases** at the following internet address:

☐ \* <https://ems.ms.gov.pl/krs/wyszukiwaniepodmiotu>

*(applies to entities entered in the National Court Register [KRS]),*

☐ \* <https://prod.ceidg.gov.pl/ceidg/ceidg.public.ui/Search.aspx>

*(applies to entities entered in the Central Register and Information on Economic Activity [CEIDG])*

☐ \* ..... (enter the appropriate website address for databases other than those indicated above or attach another document confirming the authority to represent)

*\*please select and mark the option appropriate for the type of Contractor.*

***In the case of representation based on a power of attorney, it must be attached to the offer.***

7. **The following attachments** to this Offer, which form an integral part thereof, are:

- 1) Statement of no grounds for exclusion from participation in the procedure.
- 2) Statement of non-exclusion in connection with Russia's actions.
- 3) Statement of fulfillment of the conditions for participation in the proceedings.
- 4) Contractor's statement on the fulfillment of the information obligations provided for in Article 13 or Article 14 of the GDPR.
- 5) Documents confirming fulfillment of the conditions for participation in the procedure (in accordance with the wording of the condition for participation in Part VIII).
- 6) Power of attorney – if applicable.

\_\_\_\_\_  
*(legible signature of the Contractor or person authorized to represent)*

**STATEMENT****ON THE ABSENCE OF GROUNDS FOR EXCLUSION FROM PARTICIPATION IN THE PROCEDURE**

By submitting a bid in response to the request for quotation **for the purchase of 7 transformer-inverter stations (7x ~4400 kVA) and one central PPM/PPC controller for managing the operation of the transformer-inverter units** for the needs of ENERGIX POLSKA SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ BESS NOWE CZARNOWO II SPÓŁKA JAWNA as part of the investment "Electricity storage facility with accompanying infrastructure – Nowe Czarnowo II, Priority Program No. 1.15 "Energy transformation Electricity storage facilities and related infrastructure to improve the stability of the Polish power grid," I (we) declare **that there are no grounds for excluding me (us) from the procurement procedure** due to personal or capital ties with the Ordering Party, i.e. mutual links between the Ordering Party or persons authorized to incur liabilities on behalf of the Ordering Party or persons performing activities related to the Contractor selection procedure on behalf of the Ordering Party and the Contractor, consisting in particular of:

- 1) participation in a company as a partner in a civil law partnership or a partnership
- 2) holding at least 10% of shares or stocks, unless a lower threshold is provided for by law,
- 3) serving as a member of a supervisory or management body, proxy, or representative,
- 4) being married, related by blood or affinity in a direct line, related by blood or affinity in a collateral line up to the second degree, or related by adoption, guardianship or custody, or cohabitation with the Ordering Party, its legal representative or members of the Ordering Party's management or supervisory bodies,
- 5) being in such a legal or factual relationship with the Ordering Party that there is reasonable doubt as to their impartiality or independence in connection with the procurement procedure.

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*Place and date*

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*(legible signature of the Contractor or  
person authorized to represent them)*

**DECLARATION**  
**OF NON-EXCLUSION IN CONNECTION WITH RUSSIA'S ACTIONS**

By submitting a bid in response to the request for quotation **for the purchase of 7 transformer-inverter stations (7x ~4400 kVA) and one central PPM/PPC controller for managing the operation of the transformer-inverter units** for the needs of ENERGIX POLSKA SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ BESS NOWE CZARNOWO II SPÓŁKA JAWNA as part of the investment "Electricity storage facility with accompanying infrastructure – Nowe Czarnowo II, Priority Program No. 1.15 "Energy transformation Electricity storage facilities and related infrastructure to improve the stability of the Polish power grid," I (we) declare **that there are no grounds for excluding me (us) from the procurement procedure**

- I (we) am (are) not on 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 April 13, 2022, on special measures to counteract support for aggression against Ukraine and to protect national security (Journal of Laws of 2022, items 835, 1713).

.....

*(place, date)*

.....

*(Signatures and stamps of persons authorized to act in legal transactions, represent the Supplier, and make statements).*

**Appendix No. 4 to the Request for Quotation****DECLARATION****ON FULFILLING THE CONDITIONS FOR PARTICIPATION IN THE PROCEDURE**

With reference to the request for quotation for **the purchase of 7 transformer-inverter stations (7x ~4400 kVA) and one central PPM/PPC controller for managing the operation of the transformer-inverter units** for the needs of ENERGIX POLSKA SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ BESS NOWE CZARNOWO II SPÓŁKA JAWNA as part of the investment "Electricity storage facility with accompanying infrastructure – Nowe Czarnowo II, Priority program No. 1.15 "Energy transformation Electricity storage facilities and related infrastructure to improve the stability of the Polish power grid," I declare that **I (we) meet the conditions for participation in the procedure, i.e.**

1. I am on the Bloomberg Global Tier 1 Power Inverter Manufacturer List 2Q 2025 or I demonstrate equivalence.
2. I/we have performed properly, during the last 10 years prior to the deadline for submitting bids, and if the period of activity is shorter – during that period:
  - a) the implementation of **at least 3 projects involving the supply of inverter-transformer stations with a minimum power of 2 kVA each and a total power of not less than 10 kVA** for each delivery for the implementation of projects related to large-scale battery energy storage. The inverter-transformer stations supplied must comply with European Union ("EU") standards and be manufactured in Europe. This requirement is essential to ensure compliance with rigorous certification and logistics processes, thereby guaranteeing adherence to the regulatory framework established by the EU. Contractors may also be eligible if they supply non-European inverter-transformer stations and are able to provide comprehensive evidence that their systems are equivalent to those manufactured in Europe and meet or exceed all relevant European standards and certifications. This evidence must include detailed documentation of compliance with EU technical, safety, and environmental regulations.

**LIST OF DELIVERIES**

| Name of the customer (entity to which the supplies were made) | Characteristics of the order/subject of the contract | Date of performance |
|---------------------------------------------------------------|------------------------------------------------------|---------------------|
|                                                               |                                                      |                     |
|                                                               |                                                      |                     |
|                                                               |                                                      |                     |

- 
- b) Completion of **at least 3 projects involving the delivery of PPM/PPC**

**LIST OF DELIVERIES**

| Name of the customer (entity for which the deliveries were made) | Characteristics of the order / subject of the contract | Date of completion |
|------------------------------------------------------------------|--------------------------------------------------------|--------------------|
|                                                                  |                                                        |                    |

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|--|--|--|
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|  |  |  |
|  |  |  |

**NOTE:** Proof of proper delivery must be attached to the list.

.....

*(place, date)*

.....

*(signature and/or stamp of the authorized  
Contractor's Representative)*

**Contractor's statement regarding the fulfillment of information obligations provided for in Article 13 or  
Article 14 of the GDPR**

I declare that I have fulfilled the information obligations provided for in Article 13 or Article 14 of the GDPR towards natural persons from whom I have directly or indirectly obtained personal data for the purpose of applying for the contract in this procedure.

|                |                                                                                                 |
|----------------|-------------------------------------------------------------------------------------------------|
|                |                                                                                                 |
| Place and date | Name, surname, and signature of the Contractor or<br>the Contractor's authorized representative |

**ESSENTIAL PROVISIONS OF THE CONTRACT****1. Contractual penalties:**

1. In the event of a delay by the Contractor in the performance of the contract, including a delay in the delivery of the Subject of the Order to the place of performance, the Ordering Party shall be entitled to contractual penalties in the amount of:
  - 0.5% of the net contract price for each full week of delay in the performance of the contract exceeding the deadline specified in the contract, counting from the second week for a period of two weeks, subject to points 2 and 7;
  - 1.0% of the net order price for each full week of delay in the performance of the contract in relation to the fourth and fifth weeks;
  - 2.0% of the net order price for each full week of delay in the performance of the contract in relation to the sixth week and each subsequent week.
2. The maximum amount of the contractual penalty imposed on the Contractor for delays may not exceed 20% of the total net order value.
3. Contractual penalties shall also be charged if one of the components of the system covered by the order has not been delivered or its condition prevents the system from functioning properly in accordance with the functional assumptions.
4. Contractual penalties shall be payable within 14 days of the date of receipt of the interest note by the Contractor.
5. A delay in the deadlines specified in the Agreement of up to 1 (one) week shall be exempt from contractual penalties.

**2. Financing:**

1. The Ordering Party undertakes to pay the Contractor the remuneration specified in the offer. The basis for issuing a VAT invoice shall be a protocol of acceptance of the subject of the order without reservations, signed by both parties, subject to point 2.
2. The Ordering Party provides for the possibility of making an advance payment of up to 15% of the net order price and partial payments up to a total of 85% of the net order price. **The detailed method of payment will be agreed with the Contractor at the stage of signing the contract.**
3. The final payment of at least 15% of the net order value shall be made within 30 days from the date of signing by both parties of the delivery and acceptance protocol, confirming without reservation the delivery, assembly, commissioning, and other activities necessary to start up the subject of the order.
4. The payment shall be deemed to have been made on the date on which the bank debits the Ordering Party's account.

**3. Acceptance:**

The Ordering Party anticipates partial and/or final acceptance. The basis for payment of the remuneration shall be the acceptance protocol signed without reservations by both parties.

**4. Warranty:**

1. Warranty period – **minimum 24 months** from the date of delivery of the Subject of the Order to the place of performance. The Contractor shall ensure access to service and availability of spare parts.
2. Under the warranty, the Contractor is obliged to remove any defects in the Subject of the Order, provided that these defects become apparent during the warranty period.

3. The warranty liability covers both defects arising from causes inherent in the Subject of the Order at the time of acceptance by the Ordering Party and any other defects physical, arising from causes for which the Ordering Party is not responsible, provided that these defects become apparent and are reported to the Contractor within the warranty period.
4. The warranty period is identical to the guarantee period.
5. The Contractor, and not the manufacturer of the subject of the order, is solely responsible for the terms and conditions of the warranty and service repairs in accordance with the concluded contract. In the event of any problems, the Ordering Party shall contact only the contractor who provided the warranty in accordance with the concluded contract.
6. Other conditions not specified herein shall be regulated at the stage of concluding the contract with the selected contractor and shall remain in accordance with the applicable laws.

## **5. Defects in the Subject of the Contract**

1. The Ordering Party undertakes to accept the Subject of the Contract, subject to paragraph 2 below.
2. The Ordering Party reserves the right not to accept all or part of the Subject of the Contract if it contains deficiencies in the documentation or other defects, in particular if it does not correspond to the content of the request for quotation, offer or specification of the Subject of the Contract, and to call on the Contractor to remedy the identified defects.

**Appendix No. 7 to the Request for Quotation****DETAILED DESCRIPTION OF THE ORDER**

As part of this Order, 7 transformer-inverter stations (7x ~4400 kVA) and one central PPM/PPC controller for managing the operation of the transformer-inverter units in question must be delivered.

The transformer-inverter unit consists of:

- a transformer,
- a central inverter,
- MV switchgear,
- low-voltage switchgear,
- auxiliary switchgear,
- security, control, and management devices/systems.

The PPM/PPC central controller is a device that performs control, regulation, and monitoring functions for multiple transformer-inverter units (7 units in the case of this order).

**Minimum parameters of the subject of the order:****1. Transformer-inverter stations:**

- a. Quantity – 7 units (7x ~4400 kVA),
- b. Power of each unit: ~4400 kVA,
- c. MV rated voltage: rated network voltage (+/- 10%),
- d. Transformer equipped with a no-load tap changer with 5 steps: -5%, 2.5%, 0%, +2.5%, 5.0%,
- e. Medium voltage switchgear, SF6 gas insulated (or air insulated), 3 outlets, including: 2 cable outlets with a disconnecter and 1 outlet equipped with a circuit breaker,
- f. Switchgear, protection and control equipment adapted to work with the rated voltage of the network specified by the Ordering Party,
- g. Rated short-time withstand current of the medium voltage switchgear 25 kA, rated short-circuit duration 1 s,
- h. Permissible ambient temperature: -25°C to +40°C,
- i. Rated low voltage DC: 1500 V DC,
- j. Transformer connection group: Dy(n)11 or Dy(n)5,
- k. Transformer cooling – KNAN/ONAN,
- l. Max. harmonic content factor: 3%,
- m. The inverter must perform control functions, including:
  - i. active power reduction based on external control signals,

- ii. active power reduction in case of frequency overrun, P(f) regulation,
- iii. reduction of reactive power based on external control signals,
- iv. reactive power control depending on grid voltage or active power,
- v. AID (active islanding detection),
- vi. FRT (failure transition function) with:
  - limited, dynamic grid support (partial FRT),
  - full dynamic grid support (full FRT),
- n. DC side protection:
  - i. DC isolating switch,
  - ii. Medium-voltage vacuum circuit breaker,
  - iii. Type I surge arrester for DC side,
  - iv. Galvanic separation ensured,
- o. Arc resistance for MV parts IAC A FL 20 kA 1s,
- p. Degree of protection for inverter system IP54,
- q. Compliant with standards (IEC 60076, IEC 62271-200, IEC 62271-202, EN 50588-1, IEC 61439-1),
- r. The inverter must have an NC RfG compliance certificate issued by PTPIREE.

## **2. PPM/PPC controller:**

- a. It is fully compatible, i.e., it provides fully functional monitoring and control of the transformer-inverter stations covered by this request for quotation
- b. Based on a PLC controller,
- c. Equipped with a manageable Ethernet switch for industrial networks with at least 6 RJ45 ports and at least 2 fiber optic ports for single-mode fiber optics (100 Mbit/s),
- d. Support for at least 200 devices and external power meters,
- e. Remote access provided,
- f. The controller should provide user-managed integration with multiple external systems (e.g., those responsible for central reactive power control, active power control),
- g. The controller should allow the Ordering Party to interfere with programmable settings (e.g., for compliance testing (e.g., frequency)),
- h. The bidder should provide instructions for modifying the software,
- i. The controller should enable communication with external systems using at least the following protocols: Modbus TCP, DNP3, IEC104, OPC-UA.

**If the minimum requirements above are not met, the offer will be rejected as non-compliant with the content of the request for quotation.**

**With the consent of the Ordering Party, the Bidder may present equivalent solutions if not all minimum requirements are met.**

The description of the proposed equivalent solutions must be sufficiently detailed to enable the Ordering Party to assess the fulfillment of the requirements regarding their functional and quality properties and parameters when evaluating the offers, and to decide whether the proposed solutions are equivalent.

Equivalent solutions should be understood as those which describe the subject of the contract with the same or better technical, quality and functional parameters meeting the minimum parameters specified by the Ordering Party, but marked with a different trademark, patent or origin, standard or approval, for example. A contractor who refers to equivalent solutions in the subject of the contract described by the Ordering Party is obliged to prove that the solutions proposed by him meet the requirements specified in the request for quotation to an equivalent degree.