

## REQUEST FOR PROPOSALS

**Construction works – extension with partial demolition of the balsa storage room on the premises of the Vestas factory in Goleniów as part of the task of strengthening the European supply chain of clean energy technologies by increasing the production capacity of wind turbine blades – INVESTMENT IN THE VESTAS PLANT IN GOLENIÓW**

In this document, capitalized terms shall have the following meanings:

<b>BK2021</b>	means the Competitiveness Database at <a href="https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/">www: https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/</a>
<b>Site</b>	has the meaning given to it in the Point III
<b>Construction Works</b>	has the meaning given to it in the Point III
<b>Offer</b>	means the offer submitted by the Bidder in response to this Request for Proposal
<b>Bidder</b>	means the entity that submitted the Offer and/or the entity considering submitting the Offer
<b>Subject of the Contract</b>	means execution of construction works and other activities to be performed by the Contractor aiming extension with partial demolition of the balsa storage room on the Site in accordance with Technical Specification, specified in this Request for Proposal
<b>Technical Specification</b>	has the meaning given to it in the Point III
<b>Contract</b>	means an agreement for the performance of the Subject of the Contract concluded between the Ordering Party and the Contractor
<b>Contractor</b>	means an entity selected by the Ordering Party from among the Bidders, with whom the Contract has been concluded
<b>Vestas and/or Ordering Party</b>	means the entity referred to in Point I
<b>Request for Proposal</b>	means this document

### I. ORDERING PARTY DETAILS:

Vestas Blades (Poland) Sp. z o.o  
ul. Nowa 3  
72–100 Goleniów  
Polska,  
NIP 8561685554

### II. PROCEDURE OF AWARDING THE CONTRACT:

The Request for Proposal complies with the principle of competitiveness.

The Request for Proposal refers to the order under the project application number FENG.05.01-IP.02-007/25 entitled "Strengthening the European supply chain of clean energy technologies by increasing the production capacity of wind turbine blades – INVESTMENT IN THE VESTAS PLANT IN GOLENIÓW."

This Request for Proposal concerns a part of the order under the task "Strengthening the European supply chain of clean energy technologies by increasing the production capacity of wind turbine blades – INVESTMENT IN THE VESTAS PLANT IN GOLENIÓW."

The entire order under this task includes:

- construction works related to the redevelopment of the balsa processing rooms and gates;
- construction works related to the redevelopment of the vacuum foil and balsa conditioning rooms ;

- construction works related to the redevelopment of the storage rooms for equipment / fixtures / chemicals for the production process;
- construction works related to the extension of the of the main room of the carbon girder;
- construction works related to the extension of the blades workshop building;
- construction works related to the extension of the storage yard;
- IT hardware purchase;
- IT software purchase;
- shell mould manufacturing, delivery and installation;
- web moulds set manufacturing, delivery and installation and
- additional blades production line equipment purchase.

Requests for proposals for the remaining parts of the order (other than Construction Works) under the task in question were, are or will be the subject of separate request(s) for proposals or subject of direct acquisitions, as the case may be.

### III. SUBJECT OF THE CONTRACT:

#### Subject of the Contract

The Subject of the Contract includes execution of construction works and other activities to be performed by the Contractor aiming extension with partial demolition of the balsa storage room in accordance, in accordance with the technical specification consisting of the inter alia following documents: design documentation and summary of additional requirements ("**Technical Specification**") ("**Construction Works**").

Vestas reserves that Vestas is responsible for obtaining the building permit and the Contractor shall be responsible for obtaining any other permit(s) that is required after the issuance of the building permit, including the permit for use.

#### Access to Technical Specification

The Technical Specification constitutes a trade secret within the meaning of the provisions of the Act of 16 April 1993 on combating unfair competition and is protected under the provisions of this Act.

The Technical Specification will be made available to the Bidder, who signs the non-disclosure agreement in the form of an electronically qualified signature by persons authorized to represent the Bidder and sends it via BK2021, together with documents confirming the authorization to conclude the non-disclosure agreement, no later than 3:00 p.m. on 29 May 2026. The documents will be made available via BK2021, unless it is not possible to make them available in this form for technical reasons, in which case the Technical Specification will be made available to the e-mail address indicated in the non-disclosure agreement signed by the Bidder within 4 working days of delivering by the Bidder the signed non-disclosure agreement via BK2021. A template of the non-disclosure agreement is attached as Appendix 5 and 6 to the Request for Proposal. A Bidder interested in signing a non-disclosure agreement shall fill in the fields marked "[●]" and "[●(*tekst indicating data to be filed up*)]" in the template constituting Appendix 5 or 6 to the Request for Proposal, sign it by persons authorised to represent the Bidder with an electronically qualified signature and send it via BK2021 together with documents confirming the authorisation to sign the non-disclosure agreement. The non-disclosure agreement may be signed at the choice of the Bidder in Polish or English. Vestas reverts the non-disclosure agreement signed on behalf of Vestas via BK2021.

#### Trademarks

In the event that trademarks, patents, origin, source or a specific process are indicated in the description of the Subject of the Contract which characterise the products or services provided by a particular contractor and which could lead to the privilege or exclusion of certain contractors or products, it means that the Ordering Party is not able to describe the Subject of the Contract with sufficiently precise terms and that this is justified by the specificity of the Subject of the Contract. In such cases, any reference to trade marks, patents, origin, source or specific process shall be read together with the phrase 'or equivalent'.

**Equivalence**

The Subject of the Contract is considered to be in conformity with this Request for Proposal if it meets the conditions specified in the Technical Specification in a compliant or equivalent manner (the scope of equivalence may apply to the model or individual components). By "equivalent solutions" the Ordering Party means components with technical and/or functional parameters at least equivalent to those specified in the Technical Specification. The Subject of the Contract may not have parameters worse than those indicated in this Request for Proposal. The responsibility for clarifying the scope of equivalence of the proposed parameters lies with the Bidder.

**CPV Codes**

The numerical codes of the Common Procurement Vocabulary (CPV) for the Subject of the Contract are as follows:

- 31524000-5 Ceiling or wall luminaires
- 44221200-7 Doors
- 44221300-8 Gates
- 45000000-7 Construction works
- 45210000-2 Construction works in the field of buildings
- 45262300-4 Concreting
- 45300000-0 Installation works in buildings
- 45311000-0 Cabling and electrical works
- 45311100-1 Electrical cabling robots
- 45331000-6 Installation of heating, ventilation and air conditioning equipment
- 45332000-3 Water and sewage installation works
- 45332200-5 Hydraulic installation works
- 45400000-1 Finishing works in the field of construction facilities
- 45421000-4 Works in the field of construction joinery

**Subject of the Contract Schedule**

The Ordering Party provides for the following schedule for the implementation of the Subject of the Contract:

- June 2026 – selection of the Bidder and signing of the Contract
- Until 31 October 2026 – completion of construction works
- Until 30 November 2026 – obtaining the permit for use

**Offer validity period:**

Minimum 90 days from the day following the last day of submission of Offers indicated in the announcement in BK2021

**IV. CONDITIONS FOR PARTICIPATION IN THE PROCEDURE:****Authorisations to carry out a specific activity**

Only an entity that meets the following conditions may apply for the award of the Subject of the Contract:

- Conducting active business activity and having the right to perform activities in the field of construction works, in particular construction of steel structure halls.
- No liquidation proceedings have been initiated against the Bidder or declared bankruptcy.
- No personal or capital connections with the Ordering Party.

The fulfilment of this condition will be assessed on the basis of fulfilling/failing, on the basis of the declaration submitted by the Bidder.

**Knowledge and experience**

Only an entity with the knowledge and experience enabling the proper execution of the Contract may apply for the award of the Contract:

- The Bidder has knowledge and experience in the construction works, in particular in industry sector.

- The Bidder within each of the last two financial years generated income from works described in the preceding bullet point in the amount not less than twice the price offered by the Bidder for the Construction Works.

The fulfilment of this condition will be assessed on the basis of fulfilling/failing, on the basis of the declaration submitted by the Bidder.

#### **Technical readiness**

Only an entity with the technical potential (readiness) enabling the proper performance of the Subject of the Contract, i.e. an entity that will be able to execute the Construction Works, may apply for the award of the Contract.

The fulfilment of this condition will be assessed on the basis of fulfilling/failing, on the basis of the declaration submitted by the Bidder.

#### **Warranty period**

Only an entity providing a minimum warranty period of 60 months counting from the date of handing over the Construction Works to the Ordering Party may apply for the award of the Contract.

The fulfilment of this condition will be assessed on the basis of fulfilling/failing, on the basis of the declaration submitted by the Bidder.

#### **Economic and financial situation**

Only an entity in an economic and financial situation ensuring the proper performance of the full scope of the Subject of the Contract, including its timely implementation, which is not in a state of bankruptcy or liquidation, against which no bankruptcy or liquidation proceedings have been initiated, may apply for the award of the contract. The Bidder may not be in arrears with the payment of taxes or social security contributions.

The fulfilment of this condition will be assessed on the basis of fulfilling/failing, on the basis of the declaration submitted by the Bidder and the following documents:

- a copy of a certificate from the competent tax office confirming the absence of tax arrears, issued no earlier than 3 months before the deadline for submission of offers (or an equivalent document required in the country of registration of the Bidder;),
- a copy of a certificate from the relevant branch of the Social Insurance Institution or the National Insurance Institution confirming the absence of arrears in the payment of social security contributions, issued no earlier than 3 months before the deadline for submission of offers (or an equivalent document required in the country of registration of the Bidder;).

#### **Code of Conduct**

Only an entity that adheres to good practices specified in Appendix 11 to the Request for Proposal may apply for the award of the Contract.

The fulfilment of this condition will be assessed on the basis of fulfilling/failing, on the basis of the declaration submitted by the Bidder.

### **V. MANNER OF PREPARATION AND SUBMISSION OF THE OFFER**

1. The Offer should be prepared in accordance with the description of the Subject of the Contract. The Bidder bears all costs related to the preparation and submission of the Offer.
2. The Offer should be submitted on the form attached to the Request for Proposal.
3. The Offer should be accompanied by the documents specified in the Offer form and in this Request for Proposal.
4. The Offer must be valid for at least 90 days, with the deadline starting with the expiry of the deadline for submitting Offers indicated in the announcement in BK2021. The Offer should specify its validity date.
5. The Offer must be signed by persons authorized to represent the entity submitting the Offer, and the Offer must be accompanied by documents confirming the right of the persons signing the Offer to represent the Bidder.
6. The Offer may be submitted in both Polish and English, at the choice of the Bidder.

Offer form constituting Appendix No. 1 and 2 to this Request for Proposal and statements comprising Appendix 3 and 4 to this Request for Proposal will be disclosed to the Bidder together with the Technical Specification.

## **VI. PLACE AND DATE OF SUBMISSION OF OFFERS**

The Offer should be submitted using the Offer form constituting Appendix No. 1 or 2 to this Request for Proposal and should contain:

1. date and place of preparation,
2. name and address of the Bidder's registered office, the Bidder's tax identification number (NIP) (or equivalent number in force in the country of registration of the),
3. name and contact details (telephone number and e-mail address) of the person designated as a contact person for the Ordering Party,
4. correspondence address (if different from the address of the registered office),
5. the net and gross price offered, including all costs necessary for the execution of the Contract (in the case of Offers submitted in a currency other than PLN, the value of the Offer will be converted according to the average selling rate announced by the National Bank of Poland in force on the date of drawing up the Offers selection protocol),
6. warranty period for the Subject of the Contract (specified in months), counted from the date of handing over the Subject of the Contract to the Ordering Party,
7. confirmation of the ability and readiness to perform the Contract within the schedule specified in the Request for Proposal,
8. an explanation of the scope of equivalence of the proposed parameters with respect to the description of the Subject of the Contract specified in Section III (if applicable),
9. confirmation, that when required by the laws of Poland and European Union, each component of the Subject of the Contract will meet respective requirements of the laws of Poland and European Union and be "CE" marked,
10. Any other additional information (if applicable).

Each Bidder is also obliged to submit:

1. power of attorney to sign the Offer (if it does not follow from the registration documents),
2. a statement confirming the fulfilment of the conditions for participation in the tender procedure, together with the required attachments,
3. documentation confirming compliance with the conditions for participation in accordance with Section IV, i.e.:

All attachments to the Offer are an integral part of the Offer.

The Offer and all attachments to the Offer must be signed by a person authorized or authorized to represent the Bidder.

The Offer with all attachments should be submitted via the Competitiveness Database (BK2021): <https://bazakonkurencyjnosc.funduszeuropejskie.gov.pl/> within the deadline for submission of Offers indicated in BK2021. Offers submitted after the deadline will not be considered.

During the evaluation of the Offers, the Ordering Party may ask the Bidders for formal explanations regarding the content of the submitted Offers or to provide documents confirming the Bidder's statements attached to the Offer.

During the evaluation of the Offers, carried out in accordance with the evaluation criteria specified in Section VII, the Ordering Party may conduct price negotiations with all Bidders on equal terms. The course of the negotiations will be documented in the negotiating protocol.

The Ordering Party may, before the expiry of the deadline for submission of Offers, modify the content of this Request for Proposal and set a new deadline for submission of Offers. The Ordering Party will inform about the scope of changes in the content of the Request for Proposal in BK2021. Any modifications, additions, arrangements and changes, including changes in deadlines, become an integral part of this Request for Proposal and will be binding when preparing Offers. All rights and obligations of the Ordering Party and the Contractor related to the previously agreed deadlines will be subject to the new deadlines. In such a case, each Bidder has the right to change the already submitted Offer. This does not apply to insignificant corrections to the content of the Request for Proposal.

In the event of an update of the Offer, the Bidder should clearly indicate which of the submitted Offers is a binding Offer.

Bidders may fill in the offer form and attachments to the Offer in Polish or English, according to their choice.

## **VII. OFFERS EVALUATION CRITERIA**

The Ordering Party will evaluate valid Offers on the basis of the following criteria:

### **Eligibility criteria**

1. Meeting the conditions for participation in the procedure set out in Point IV,
2. Submitting the Offer on time,
3. Preparation of the Offer in accordance with the requirements set out in Point V and Point VI,
4. Submission of all required attachments to the Offer,
5. The scope of the submitted Offer is in accordance with the requirements of the Request for Proposal.

Failure to meet any of the above criteria will result in the rejection of the Offer – it will not be subject to further evaluation. However, the Offer may be supplemented if the Ordering Party considers that the verification requires clarification of the information contained in the Offer. In such a case, the Offer will be rejected if the Bidder fails to complete it within 5 working days of receiving the request for supplementation from the Ordering Party. In the event of supplementing the Offer, the Ordering Party will re-evaluate it taking into account the submitted supplements. Failure to meet any of the above criteria again will result in the rejection of the Offer without the possibility of further supplementation.

### **Scoring criteria**

The following elements will be taken into account:

- a) Net value of order processing (C) – weight: 75%,
- b) Compliance with the Environmental Criteria (S) – weight 25%

The final result will be the sum of the points for each criteria. The most advantageous will be the Offer that receives the highest total number of points.

The value of the Offer should include all costs that the Ordering Party will have to incur in connection with the performance of the Subject of the Contract. The net price must take into account all the costs that are necessary to execute the Construction Works in turn key form.

The amount to be assessed will be the total net value (excluding VAT) for the execution of the Contract.

Only one price per Subject of the Order is allowed – price variants are not allowed. Any discounts or discounts must be included in the price from the beginning, so that the price for the execution of the order is final, without the need for recalculation or other actions by the Ordering Party.

### **Method of calculating points:**

The number of points (C) for the evaluated Offers will be calculated according to the formula:

**Net value[C]**

The score for the price will be calculated according to the formula below:

$$C = C_n / C_b \times 75$$

where:

C – Points received

C<sub>n</sub> – the lowest net value among the submitted Offers

C<sub>b</sub> – net value of the examined Offer

The most advantageous offer in relation to this criteria may receive a maximum of 75 points.

The number of points (S) for the evaluated offer will be calculated according to the formula:

#### **Environmental Criteria [S]**

The Environmental Criteria shall comprise:

1. Implementation of the Environmental Management System compliant with ISO 14001, or an equivalent standard, including in particular:

- a) identification of environmental aspects,
- b) environmental policy,
- c) monitoring and control procedures,
- d) continuous improvement mechanisms.

(evidence of compliance shall be provided in the form of a valid certificate or equivalent documentation attached to the Offer) and

2. usage of electronical devices included in the Construction Works that meet the highest available energy efficiency class in accordance with applicable European Union regulations, including Ecodesign requirements; In particular, the equipment shall comply with: Class A / A+ / A++ / A+++ (where applicable under the A–G scale), or the highest efficiency class under current EU energy labelling regulations.

(evidence of compliance shall be provided in the form of a statement (undertaking) comprising part of the Offer)

("Environmental Criteria").

Score calculated according to the formula:

25 points are awarded to the Bidder who has implemented the Environmental Criteria

0 points are awarded to a Bidder who has not implemented the Environmental Criterion

The most advantageous Offer will be considered the highest number of points calculated according to the following formula:

**FINAL RESULT = C + S**

The results of mathematical calculations in the evaluation of the Offers will be rounded to two decimal places. If two or more Offers receive the same number of points after rounding, a recalculation will be performed and the results will be rounded to four decimal places.

Offers that meet all the requirements of this Request for Proposal will first be ranked from least to most advantageous in terms of price. Points will then be awarded according to the above methodology. The winner will be the Bidder who obtains the highest number of points. In the event of a tie, the Bidder offering the best price will win.

#### **VIII. EXCLUSIONS**

Bidders who are personally or capitally related to the Ordering Party are excluded from the procedure. Personal or capital ties 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 activities related to the preparation and conduct of the Contractor selection procedure, and the Contractor, consisting in particular in:

- participating in a company as a partner in a civil law or partnership, or holding at least 10% of shares or stocks (unless the law provides for a lower threshold),
- performing the function of a member of a supervisory or management body, registered proxy, attorney-in fact/law,,
- being married, related or related in the direct line, in a relationship or affinity of the second degree in the collateral line, in an adoption, guardianship or guardianship relationship, or in a de facto relationship with the Bidder, its legal representative or members of its management or supervisory bodies,

- remaining in such a legal or factual relationship with the Bidder, which may raise reasonable doubts as to their impartiality or independence in connection with the conducted procedure.

Bidders who are subject to sanctions or restrictions under the regulations to which the Ordering Party is subject, including as a member of the Vestas Wind Systems A/S capital group, are also excluded from the procedure. The Bidder is entitled to apply to the Ordering Party via BK2021 within 3 working days prior to the expiry of the Offers submission deadline in order to confirm whether it is subject to exclusion for the reason in question or not.

## **IX. GROSSLY LOW PRICE**

If the offered price or cost seems to be abnormally low in relation to the Subject of the Contract, i.e. 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 Ordering Party as to the possibility of performing the Subject of the Contract in accordance with the requirements specified in the Request for Proposal or resulting from separate regulations, the Ordering Party shall require the Bidder to submit explanations within the set deadline, including the submission of evidence regarding the calculation of the price or cost. The Ordering Party evaluates these explanations in consultation with the Bidder and may reject this Offer only if the explanations submitted together with the evidence do not justify the price or cost stated in this Offer.

The Bidder is obliged to prove that the Offer does not contain an abnormally low price. The Ordering Party rejects the Offer of the Bidder 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 or cost in relation to the subject of the contract.

## **X. CONTRACT KEY TERMS**

The key provisions of the Contract constitute a trade secret within the meaning of the provisions of the Act of 16 April 1993 on combating unfair competition and are protected under the provisions of this Act.

The key provisions of the Contract will be made available to the Bidder together with the Technical Specification.

## **XI. TERMS OF CONTRACT AMENDMENTS**

The Ordering Party provides for the possibility of amending the provisions of the concluded Contract in relation to the content of the Offer on the basis of which the Contractor was selected, in the following scope:

- The necessity to introduce changes resulting from changes in contracts concluded by the Ordering Party with a party other than the Contractor, including another supplier or institution supervising the implementation of the project under which the contract is performed, provided that the change may apply only to those provisions of the contract that are directly affected by such modifications and may not lead to an increase in the Contractor's remuneration.
- Due to the prolonged procedure for selecting the Contractor in the present proceedings or due to other circumstances that could not reasonably have been foreseen, and which prevent the proper performance of the deliveries covered by the Contract, it may be necessary to change the deadlines specified in the Request for Proposal or in the Contract.
- Due to the necessity to introduce changes that will become apparent in the course of the performance of the Contract concluded by the Ordering Party with the Contractor, and which will be necessary or expedient in order to deliver the Subject of the Contract in accordance with the schedule and purpose of the Subject of the Contract, in particular with regard to the details of the solutions contained in the Technical Specification or the Contractor's obligations related to the Construction Works specified in this Request for Proposal.

Each change is, however, subject to admissibility within the meaning of the Guidelines on Expenditure Eligibility 2021-2027.

It is allowed to change the deadline for the performance of the Contract in the case of:

1. force majeure (natural disasters, social unrest, hostilities, pandemics, etc.) preventing the delivery of the Subject of the Contract,
2. the occurrence of circumstances which the parties could not have foreseen despite exercising due diligence or due to formal



- and legal obstacles beyond the control of the parties,
3. delays in the earlier stages of project implementation,
  4. the occurrence of delays or changes in administrative decisions or decisions of other institutions (decisions of public authorities, changes in applicable legislation, the need to wait for previously unforeseen but necessary expert opinions, court rulings, etc.),
  5. completion of the subject of the contract before the contractual deadline,
  6. the need to carry out additional deliveries consisting in the partial replacement of supplied elements, installations or an increase in the planned delivery or expansion of existing installations.

The amendment of the Contract shall take place in the form in which the Contract was concluded.

In the event of the occurrence of any of the above circumstances and its impact on the performance of the Contract, the deadline for the performance of the Contract may be extended/changed by the time necessary for proper performance. All delays/changes must be documented in appropriate protocols signed by the Contractor and the Ordering Party, on the basis of which new deadlines will be agreed.

## **XII. PLACE AND DATE OF OPENING OFFERS**

The opening of Offers will take place at the Ordering Party's registered office within 7 days from the date of expiry of the deadline for submission of Offers indicated in the BK2021 system. The opening of the Offers will be of a non-public nature and will be carried out without the participation of the Bidders. The BK2021 system automatically prevents the submission of Offers after the deadline, and all submitted Offers will be downloaded and registered by the Ordering Party immediately after its completion. After the opening of the Offers and before the outcome of the tender covered by this Request for Proposal, the Ordering Party may request the Bidders to provide the documents and information referred to in this Request for Proposals, indicating a reasonable term for submission of information and documents.

## **XIII. OTHER INFORMATION:**

1. The Ordering Party does not allow variant Offers or price variants.
2. The Contracting Authority does not allow partial Offers.
3. The Ordering Party has the right to verify documents confirming the veracity of the data contained in the Offer and attachments.
4. If no Offer is submitted for the Subject of the Contract, or only Offers subject to rejection are submitted, or all potential Contractors are excluded or do not meet the conditions of participation, the Ordering Party may select any Contractor (free-hand mode) who meets all the criteria and conditions specified in this Request for Proposal.
5. In the event of withdrawal of the selected Contractor from concluding the Contract, the Ordering Party may conclude an agreement with the Bidder who has obtained the next highest number of points in a properly conducted procedure.
6. The Ordering Party reserves the right to order additional deliveries aimed at partial replacement of the delivered elements of the installation or to increase the current supply or expand the existing installation.
7. The Ordering Party reserves the right to cancel the procedure without giving a reason at any stage of the procedure, including at the stage of completing the procedure without selecting the Contractor, as well as to cancel the procedure after the selection of the most advantageous Offer. Cancellation of the procedure should be understood as a situation where the Ordering Party decides not to continue the tender on the terms specified in this Request for Proposal or, after selecting the Contractor, decides to withdraw from concluding the Contract with the Contractor. In such a situation, the Ordering Party shall inform the Bidders of its decision. In the event of withdrawal from the tender (its cancellation), the Bidders are not entitled to any claims against the Ordering Party, in particular claims for reimbursement of costs incurred in connection with the preparation of the Offer.

## **XIV. PROTECTION OF PERSONAL DATA**

1. 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 (GDPR), the Ordering Party hereby informs that:

2. The controller of your personal data is the Ordering Party.
3. Your personal data will be processed on the basis of Article 6(1)(c) of the GDPR for the purpose of conducting this tender procedure and concluding the contract. The legal basis is the legal obligation to use formalised procurement procedures resulting from the "Guidelines on the eligibility of expenditure for the years 2021-2027", which define uniform conditions and procedures for the eligibility of expenditure for the ESF+, ERDF, CF and JTF.
4. Personal data will be processed for the duration of the bidding process and then in accordance with the regulations on archiving and project durability (if applicable).
5. The processed personal data may be obtained from the Contractors to whom the data relates or from other entities whose resources are referred to by the Contractors.
6. The processed personal data include, in particular: name and surname, address, NIP, REGON, CEIDG number, KRS number and other personal data provided by the person submitting the offer and in other correspondence provided to the Ordering Party for the purpose of participating in the tender procedure.
7. Personal data may be transferred to public authorities and state offices or other entities authorized under the law or performing tasks in the public interest or in the exercise of public authority, in particular entities exercising control over the Ordering Party.
8. Personal data is transferred to data processors on behalf of the data controller.
9. You have the right to request from the data controller:
  - a) pursuant to Article 15 of the GDPR – access to personal data,
  - b) pursuant to Article 16 of the GDPR – rectification of personal data,
  - c) pursuant to Article 18 of the GDPR – restriction of processing, subject to the cases specified 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.
10. You are not entitled to:
  - a) pursuant to Article 17(3)(b), (d) or (e) of the GDPR – the right to erasure of personal data,
  - b) the right to data portability referred to in Article 20 of the GDPR,
  - c) pursuant to Article 21 of the GDPR – the right to object to processing, as the basis for processing is Article 6(1)(c) of the GDPR.

## **XV. FINAL PROVISIONS**

1. All communication in the tender procedure, including the publication of the Request for Proposal, the submission of Offers, the exchange of information between the Ordering Party and the Bidders (including questions regarding this Request for Proposal) and the submission of documents and statements is carried out in writing via BK2021, except in cases where it turns out to be impossible to make a given document available or send via BK2021, in which case the documents will be made available through other means of communication at a distance. The above does not apply to the conclusion of the Contract with the selected Contractor, which will be concluded bypassing BK2021.
2. Subject to point 1 above, Bidders have the right to ask questions regarding the content of the Request for Proposal via BK2021 no later than 4 working days before the deadline for submission of the Offers.
3. Subject to point 1 above, the Ordering Party will answer questions via BK2021.
4. The Ordering Party will inform about the selection of the most advantageous Offer via BK2021.
5. Submission of the Offer is tantamount to consent to the publication of the Bidder's data and the terms and conditions of the order offered in the Offer.
6. The Bidders shall bear all costs related to the preparation and submission of the Bid. The Bidders undertake not to pursue any claims against the Ordering Party on this account.

## **XVI. ATTACHMENTS**

The attachments to this document are:

No.	Title of the document
1	Template of the offer form in Polish – attachment available upon submission of a validly signed non disclosure agreement
2	Template of the offer form in English– attachment available upon submission of a validly signed non disclosure agreement

3	Statement confirming the fulfilment of the conditions for participation in the tender procedure in Polish – attachment available upon submission of a validly signed non disclosure agreement
4	Statement confirming the fulfilment of the conditions for participation in the tender procedure in English – attachment available upon submission of a validly signed non disclosure agreement
5	Non disclosure agreement in Polish
6	Non disclosure agreement in English
7	Technical Specification – attachment available upon submission of a validly signed non disclosure agreement (documents in English only)
8	Content of this Request of Proposal in English
9	Key provisions of the Contract in Polish – attachment available after submitting a validly signed non- disclosure agreement
10	Key provisions of the Contract in English – attachment available after submitting a validly signed non- disclosure agreement
11	Vestas Code of Conduct – document in English only