



DESCRIPTION OF NEEDS AND REQUIREMENTS

SECTORAL PROCUREMENT PROCEDURE

based on the Regulations and internal purchasing guidelines applicable to the procurement procedures of the
EWB-2 Integrated Project Team issued pursuant to the
DIRECTIVE 2014/25/EU OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL
of 26 February 2014
on procurement by entities operating in the water, energy, transport and postal services sectors and repealing
Directive 2004/17/EC

by negotiated procedure with prior call for competition

CONTRACT TITLE:

OFFSHORE WIND FARM BALTICA – 2: expert services for Grid Tests and Power Quality Measurements

Procedure number:

POST/BAL/IPT/PROC/00031/2025

1. NAME AND ADDRESS OF THE CONTRACTING ENTITY

1.1. The Contracting Entity under the procedure is:

Elektrownia Wiatrowa Baltica - 2 sp. z o.o. with its registered office in Warsaw, at ul. Mokotowska 49, 00-542 Warszawa, entered into the Register of Entrepreneurs of the National Court Register (KRS) kept by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Department of the National Court Register, under the number KRS 0000393178, NIP (Taxpayer Identification Number): 527-266-47-22, with the share capital of: PLN 200 115 000,00, fully paid-up.

1.2. Whenever these Terms of Reference mention the “Contracting Entity”, it shall be understood as the Company specified in Section 1.1.

2. ADDRESS OF THE WEBSITE WHERE AMENDMENTS TO AND CLARIFICATIONS OF THESE TERMS OF REFERENCE, AS WELL AS OTHER DOCUMENTS DIRECTLY LINKED TO THE PROCUREMENT PROCEDURE WILL BE MADE AVAILABLE

2.1. Modifications and explanations to the Description of Needs and Requirements, as well as other documents directly linked to the contract award procedure shall be made available on the following website: <https://swpp2.gkpge.pl>.

3. TYPE OF CONTRACT AWARD PROCEDURE, ABBREVIATIONS AND DEFINITIONS

3.1. The subject Public Sectoral Procurement Procedure is conducted on the basis of the Regulations and internal purchasing guidelines applicable to Offer procedures carried out by the Integrated Project Team EWB-2 (hereinafter referred to as the Regulations), adopted on the basis of Directive 2014/25/EU of the European Parliament and of the Council of 26 February 2014 on procurement by entities operating in the water, energy, transport and postal services sectors and repealing Directive 2004/17/EC, in a negotiated procedure with a prior call for competition, referred to in **Article 47 of the Sectoral Directive in conjunction with point 2.5.3 of Section 2 of the Regulations.**

3.2. The negotiated procedure with a prior call for competition is a procurement procedure in which all interested contractors may submit applications to participate in the procedure in response to a procurement notice. Contractors invited to participate in the procedure will be required to submit a confidentiality undertaking (Confidentiality Statement in accordance with Appendix No. 8 to the DNR) regarding the information provided to them during the procedure. The Contracting Entity conducts negotiations with the contractors invited to participate in the negotiations.

The Contracting Entity will provide the Contractors with Appendix No. 1 to the DNR – C1. Scope of Works after the Contractor signs the Confidentiality Statement in accordance with Appendix No. 8 to the DNR – N1. Appendix No. 1 – NDA). The B0.Contract containing the draft Agreement will be provided together with the Invitation to Negotiate.

3.3. The subject of negotiations may include, in particular: supplementing or clarifying the scope of the contract, contract implementation terms, and pricing. After completing the negotiations, the Contracting Entity invites Contractors to submit their offers.

3.4. After completing the negotiations, the Contracting Entity prepares the ToR, which clarifies and supplements the information contained in the Description of Needs and Requirements based on the solutions presented during the negotiations.

3.5. The Contracting Entity does not intend to divide the order into different lots.

3.6. Whenever this document refers to:

3.6.1.Contract Notice – this means the Contract Notice published in the Official Journal of the European Union on 18.12.2025 under number 843018-2025;

- 3.6.2.Offer** – this means the offer submitted by the Contractor, subject to evaluation and comparison according to the evaluation criteria indicated in the Offer specifications;
- 3.6.3.Description of Needs and Requirements or DNR** – this means this document prepared by the Contracting Entity in order for the Contractors to determine the nature and scope of the contract as well as the formal and procedural requirements for the contract award procedure;
- 3.6.4.ToR or Specification** – this means the terms of reference, which will be prepared after negotiations with Contractors;
- 3.6.5.Electronic signature** – this means:
- a) an advanced electronic signature created with the use of a qualified device intended for creating electronic signatures, relying on a qualified electronic signature certificate within the meaning of Article 3(12) of Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC (eIDAS Regulation),
 - b) issued by a qualified trust service provider, being a certification service provider, meeting the security requirements set out in the Act of 5 September 2016 on trust and electronic identification services (consolidated text: Journal of Laws of 2020, item 1173, as amended);
- 3.6.6.Subcontractors** – this means an entity to which the Contractor entrusts the execution of part of the subject of the Order (subject of the Agreement);
- 3.6.7.Agreement** – this shall be understood as an agreement concluded in writing between the Contracting Entity and the Contractor whose Offer was deemed the most advantageous, the purpose of which is to define the terms and conditions of the Order;
- 3.6.8.Contract award procedure** – shall mean this procedure initiated by the publication of the Contract Notice, conducted as a structured sequence of activities based on the contract terms and conditions set forth by the Contracting Entity, leading to the selection of the most advantageous Offer related to a public procurement contract, ending with the conclusion of the public procurement agreement or with the cancellation of the procedure, with the provision that the conclusion of the public procurement agreement does not constitute an activity covered by this procedure;
- 3.6.9.SWPP2 Procurement System or System or SWPP2** – shall mean the system coordinating procurement procedures of all PGE CG Companies, through which the Contractor submits a Application/ Offer/ documents / representations, in electronic form, using the dedicated forms available at <https://swpp2.gkpge.pl>, and through which communication between the Contracting Entity and the Contractors takes place;
- 3.6.10.Utilities Directive** – shall mean Directive 2014/25/EU of the European Parliament and of the Council of 26 February 2014 on procurement by entities operating in the water, energy, transport and postal services sectors and repealing Directive 2004/17/EC, as applicable to this Procedure.
- 3.6.11.Application to participate in the Proceedings or Application** – this means an Application submitted by the Contractor in response to the public Contract Notice, subject to assessment of compliance with the conditions for participation in the proceedings and the absence of grounds for exclusion;
- 3.6.12.Contractors** – this means any natural or legal person or entity or group of such persons or entities, including any temporary association of undertakings, which offers on the market the execution of works or a construction work, the supply of products or the provision of services; "Offerer" means an economic operator that has submitted a Offer; "candidate" means an economic operator that has applied for an invitation or has been invited to take part in a restricted or negotiated procedure, a competitive dialogue or an innovation partnership;
- 3.6.13.Order** – this should be understood as a public procurement, the subject of which is specified in point 5 of the DNR and Annex No. 1 to the Description of Needs and Requirements.
- 3.6.14.The Contracting Entity** – means the entities referred to in point 1.1. of the DNR
- 3.7.** The Contracting Entity hereby informs that the procedure is conducted in Polish or in English. The Agreement will be drawn up in Polish and in English. Offers shall be submitted by the Contractor in Polish or in English. In the event of discrepancies between the Polish and English versions of documents, the

Polish version shall prevail, unless the contract documents provide otherwise.

- 3.8. The Contractor may request the Contracting Entity to provide additional explanations to the ToR or the contract notice, submitting its request through the “Questions/Answers” tab of the SWPP2 Procurement System or via email, to the addresses of persons identified in Section 16 of the ToR. The Contracting Entity requests that questions be submitted also in an editable format, as this will expedite the provision of explanations.
- 3.9. If an inquiry is received in the course of the procurement procedure from a Contractor concerning the procedure, the Contracting Entity shall provide an answer. The Contracting Entity may decide not to answer an inquiry where it is received less than 6 working days before the time limit for the submission of Applications/Offers.
- 3.10. Contracting Entity shall extend the time limits for the submission of Applications/Offers so that all Contractors concerned may be aware of all the information needed to produce Applications/Offers in the following cases:
 - a) where, for whatever reason, additional information, although requested by the Contractor in good time, is not supplied at the latest six days before the time limit fixed for the Applications/Offers
 - b) where significant changes are made to the Contract documents.

The extension shall be proportionate to the importance of such information or changes.

Where the additional information has either not been requested in good time 6 days prior to the Applications/Offers submission date or its importance with a view to preparing responsive Offers is insignificant, the Contracting Entity shall not be required to extend the time limits.
- 3.11. The questions and the answers thereto shall be published by the Contracting Entity via the SWPP2 Procurement System and shall be available to the public. Answers shall be provided via the SWPP2 Procurement System. The Contracting Entity requests the Contractors not to include, in the content of the questions submitted, their proper names or any personal details enabling the identification of the entity asking a question. The procedure shall be conducted with the use of the SWPP2 Procurement System. Details concerning the System and the electronic submission of Applications/Offers are set forth in Section 24 of these ToR.
- 3.12. In the case of any discrepancies between this document and Directive 2014/25/EU of the European Parliament and of the Council, the provisions of the Directive shall prevail.
- 3.13. Contracting Entity informs that it may cancel the preceding at any stage if justified conditions arise.
- 3.14. The Contracting Entity hereby informs that it reserves the right to enter into an Agreement only with the Contractor selected in this procedure, after the Contractor has been approved by the national power system operator in Poland – Polskie Sieci Elektroenergetyczne S.A. ("PSE"). The Contracting Entity reserves no influence over PSE's decision, and failure to approve the Contractor by PSE will result in the Agreement not being concluded with that Contractor. Furthermore, the Contracting Entity reserves the right to require for the Contractor to submit any additional documents required by PSE, if necessary during the Contractor's approval process by PSE.

4. INFORMATION CONCERNING AN ON-THE-SPOT INSPECTION OR THE CONTRACTOR'S VERIFICATION OF DOCUMENTS AVAILABLE AT THE CONTRACTING ENTITY'S SITE

- 4.1. The Contracting Entity is not planning any on-the-spot inspection or verification of documents available at the Contracting Entity's premises.

5. DETERMINATION OF THE SCOPE OF SERVICES

- 5.1. The subject of the Order are expert services in the field of compliance testing and energy quality measurements for the Baltica 2 Offshore Wind Farm.
- 5.2. The description of the needs and requirements of the Contracting Entity together with the description of the nature and scope of the subject of the Order is included in **Appendix No. 1 to the DNR**.
- 5.3. Designation of the subject of the Contract according to the Common Procurement Vocabulary (CPV): **71314100-3 Electrical services**.
- 5.4. In all cases where the Contracting Entity describes the subject matter of the Contract using standards, European Technical Assessments, approvals, technical specifications, and technical reference systems referred to in Article 60 of the Utilities Directive, the Contracting Entity accepts solutions equivalent to

those described if they achieve characteristics or parameters no worse than those cited. This means that the Contractor may use solutions described by the Contracting Entity as "or equivalent."

- 5.5. Pursuant to Article 60, Section 5 of the Utilities Directive, a Contractor who relies on solutions equivalent to those described by the Contracting Entity is obliged to prove in the Offer, in particular through the relevant means of evidence, that the solutions they propose meet the requirements specified by the Contracting Entity to an equivalent degree. The condition for using equivalent solutions is positive verification by the Contracting Entity for compliance with the specification.
- 5.6. In accordance with Article 76, paragraph 4 of the Utilities Directive, if the Contractor has not submitted the required evidence with the Offer or the submitted evidence is incomplete, the Contracting Entity will request its submission or supplementation within the specified time limit, unless these documents serve to confirm compliance with the Offer evaluation criteria or, despite the submission of the required evidence, the Offer is subject to rejection or there are grounds for invalidating the procedure.
- 5.7. The Contracting Entity may indicate, pursuant to art. 36 sec. 2 of the Sectoral Directive, after the negotiation stage in the Specification submitted together with the invitation to submit Offers, the requirement for the Contractor or Subcontractor to employ, under an employment contract, persons performing activities indicated by the Contracting Entity within the scope of the Order, if the performance of these activities consists in performing work in the manner specified in art. 22 § 1 of the Act of 26 June 1974 - the Labour Code (consolidated text: Journal of Laws of 2020, item 1320, as amended).
- 5.8. The Contracting Entity **does not envisage granting advance payments** for the performance of the Order.
- 5.9. All settlements between the Contracting Entity and the Contractor will be made in Polish zloty or euro.

6. OFFER FOR LOTS

- 6.1. The Contracting Entity does not accept the submission of any partial Offers..

7. VARIANTS

- 7.1. The Contracting Entity does not accept the submission of any variant Offers.

8. CONTRACT COMPLETION DEADLINE

- 8.1. The order completion deadline is a maximum of 24 months from the date of commencement of service provision, in accordance with the Agreement.
- 8.2. The Contracting Entity reserves the right to change the Order completion date. The scope of the Order and the implementation schedule will be subject to negotiation and may change.
- 8.3. Detailed provisions regarding the principles and deadlines for the provision of the service as part of the execution of the subject of the Order will be provided together with the Agreement and the invitation to submit Offers, after negotiations have been conducted.

9. INFORMATION ON CONTRACTS CONSISTING IN PERFORMING SIMILAR TYPES OF SERVICES OR CONSTRUCTION WORKS, AND THE RIGHT OF OPTION

- 9.1. The Contracting Entity **does not intend to** award contracts pursuant to Article 50(f) of the Utilities Directive.
- 9.2. The Contracting Entity **provides** for the possibility of exercising the option right, hereinafter referred to as the "Option", consisting in:
 - 9.2.1. Option 1 – Expert services for initial, repeat and additional tests for compliance testing and power quality parameter measurements.
- 9.3. The Contracting Entity may, but is not obliged to, exercise the Option.
- 9.4. The Contractor shall not be entitled to any claim for the performance of the order covered by the Option.
- 9.5. The scope of the Options is described in Appendix No. 1 to DNR - C1. Scope of Work and will be further specified after negotiations.

10. SUBCONTRACTORS

- 10.1. Pursuant to Article 79, paragraph 3 of the Utilities Directive, the Contracting Entity hereby informs that it **does not reserve** the obligation to personally perform key tasks.
- 10.2. The Contractor **may** entrust part of the Order to a Subcontractor.
- 10.3. The Contracting Entity require that, together with the Offer, the Contractor shall indicate the portions of the Order that it intends to entrust to Subcontractors and shall provide, if already known, the names or

names and contact details of the Subcontractors and their contact persons involved in the execution of the Contract. The Contractor shall notify the Contracting Entity of any changes in the data referred to in the first sentence before the commencement of the Contract or during the execution of the Contract, and shall also provide information on new Subcontractors to whom it subsequently intends to entrust parts of the Contract.

- 10.4.** The entrusting of the performance of part of the Contract to Subcontractors shall not release the Contractor from its liability for due performance of the entire Contract.

11. CONTRACTORS JOINTLY SEEKING THE AWARD OF THE CONTRACT (CONSORTIUMS)

- 11.1.** Contractors jointly seeking the award of the Contract:

- 11.1.1.** shall be jointly and severally liable for the performance of the Agreement and for providing a due performance bond;
- 11.1.2.** must appoint a proxy to represent them in the course of the Procedure, or to represent them in the Procedure and to conclude the Agreement concerning this Contract, provided that the appointment of an proxy must be clear from the documents attached to the Offer and any correspondence shall be exchanged solely with the agent appointed;
- 11.1.3.** the power of attorney shall unequivocally identify the Procedure it is related to, all Contractors jointly seeking the award of the Contract, details of the proxy and the activities that the proxy is entitled to perform in the course of the Procedure;
- 11.1.4.** prior to the conclusion of the Agreement, if the Offer of Contractors jointly seeking the award of the Contract is selected as the most advantageous one, the Contracting Entity may request a copy of the agreement governing the relations between such Contractors.

- 11.2.** The Offer must be signed in a manner that ensures it is legally binding upon all Contractors jointly seeking the award for the Contract.

12. CONDITIONS OF PARTICIPATION IN THE PROCEDURE AND GROUNDS FOR EXCLUSION

- 12.1** The award of the Contract may be sought by Contractors who:

- 12.1.1.** are not subject to exclusion pursuant to Section 12.2. of the ToR;
- 12.1.2.** meet the conditions for participation in the Procedure in accordance with Section 12.6. of the ToR.

- 12.2** The Procedure is open to Contractors for whom no grounds for exclusion from the Procedure exist as specified below:

- 12.2.1** pursuant to the Code of Conduct for Business Partners constituting Appendix no. 12 to DNR.

The representation forms Appendix 6 to the DNR.

- 12.2.2** Pursuant to Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, it is prohibited to award or continue the execution of any public procurement contract to a contractor in specific relations with Russia.

The prohibited relations with Russia are those described in Regulation 833/2014. Article 5k of Regulation 833/2014 provides as follows with regard to the contractor's relations with Russia: Article 5k

"1. It shall be prohibited to award or continue the execution of any public or concession contract falling within the scope of the public procurement Directives, as well as Article 10, paragraphs 1, 3, 6(a) to 6(e), 8, 9 and 10, Articles 11, 12, 13 and 14 of Directive 2014/23/EU, Article 7 and 8, Article 10 (b) to (f) and (h) to (j) of Directive 2014/24/EU, Article 18, Article 21 (b) to (e) and (g) to (i), Articles 29 and 30 of Directive 2014/25/EU and Article 13 (a) to (d), (f) to (h) and (j) of Directive 2009/81/EC, to or with:

- (a) a Russian national, or a natural or legal person, entity or body established in Russia;
- (b) a legal person, entity or body whose proprietary rights are directly or indirectly owned for more than 50 % by an entity referred to in point (a) of this paragraph; or
- (c) a natural or legal person, entity or body acting on behalf or at the direction of an entity referred to in point (a) or (b) of this paragraph,

including, where they account for more than 10% of the contract value, subcontractors, suppliers or entities whose capacities are being relied on within the meaning of the public procurement Directives.”

[...]

4. The prohibitions in paragraph 1 shall not apply to the execution until 10 October 2022 of contracts concluded before 8 April 2022.”

The representation forms Appendix 7A to the DNR.

- 12.2.3** Exclusion Policy available at: <https://www.eib.org/en/about/accountability/anti-fraud/exclusion/index>. The Contractor, Contractors jointly applying for the contract, subcontractors, concessionaires, suppliers, sub-suppliers, consultants, and sub-consultants do not engage in, authorize, or permit their officers, directors, authorized employees, affiliates, agents, or representatives to engage in any Prohibited Practices in connection with the Baltica-2 Wind Farm project, and no exclusion or temporary suspension decision has been issued against any of the above entities under the Exclusion Policy.

The Contracting Entity reserves the right to independently verify whether the Contractor is on the list of entities excluded or suspended under the Exclusion Policy available at <https://www.eib.org/en/about/accountability/anti-fraud/exclusion/index>.

- 12.3** The Contractor is not subject to exclusion pursuant to the Code of Conduct forming Appendix 12 if the Contractor proves to the Contracting Entity that it has taken relevant technical, organisational and personnel measures appropriate to prevent any further offences or misdemeanours, and in particular it has:
- a) severed any ties with individuals or entities responsible for the Contractor’s transgression,
 - b) reorganised its personnel,
 - c) implemented a reporting and control system,
 - d) established internal audit structures for monitoring compliance with provisions of the law, internal regulations or standards,
 - e) put into effect internal regulations on liability and damages for non-compliance with rules, internal regulations or standards.
- 12.4** The Contractor shall not be subject to exclusion if the Contracting Entity, taking into account the gravity and specific circumstances of the Contractor’s act, considers the evidence presented under Section 12.3 above sufficient to prove the Contractor’s reliability.
- 12.5** Prior to exclusion of a Contractor, the Contracting Entity shall give the Contractor the opportunity to prove that its involvement in preparing the Contract award Procedure does not distort competition.
- 12.6** The award of the Contract may be sought by Contractors who meet the conditions for participation in the Procedure pertaining to:
- 12.6.1. The ability to act in business authorization to conduct a specific business or professional activity, if it results from separate regulations, i.e.:**
The Contracting Entity has no specific requirements for this condition.
 - 12.6.2. economic or financial standing, i.e.:**
The Contracting Entity has no specific requirements for this condition.
 - 12.6.3. technical and professional ability 1, i.e.: in accordance with Appendix N2 - Entry Requirements and Conditions.**
 - 12.6.4. professional capacity of the Contractor's personnel, i.e. in accordance with Appendix N2 - Entry Requirements and Conditions.**

In the event of two or more Contractors jointly applying for the award of this Contract, it shall be sufficient for the Contractors to meet the conditions regarding professional capacity specified in 12.6.3. and 12.6.4 jointly.

- 12.7. Fulfilment of the conditions for participation in the Procedure and lack of grounds for exclusion from the Procedure shall be assessed on a “met/not met” basis, based on information provided in the documents and representations required by the Contracting Entity and specified in Section 14 of the DNR. The wording of the attached documents and representations must explicitly indicate that the Contractor meets the abovementioned conditions.
- 12.8. In the case of Contractors jointly seeking the award of the Contract, the Contracting Entity does not specify a particular manner in which the conditions for participation in the Procedure set forth in Article 37 of the Utilities Directive need to be met. Contractors jointly seeking the award of the Contract may fulfil the conditions for participation in the Procedure jointly unless the contract documents provide otherwise.
- 12.9. With regard to conditions concerning experience of the Contractors jointly seeking the award of the Contract, the award of the Contract may rely on the capacities of those contractors who will be performing services for which these capacities are required.
- 12.10. In the case referred to in Section 12.9 above, Contractors jointly seeking the award of the Contract shall attach to their Offer a declaration making it clear which services are to be performed by each Contractor.

13. RELYING ON THE POTENTIAL OF RESOURCE PROVIDERS

- 13.1. Pursuant to Article 79 of the Utilities Directive, the Contractor may, in order to confirm compliance with the conditions for participation in the Procedure referred to in point 12.6. Description of needs and requirements, in appropriate situations and in relation to the Order or part thereof, **rely on the technical or professional capabilities or the financial or economic standing of entities providing resources, regardless of the legal nature of the legal relationships which it has with them.**
- 13.2. A Contractor who relies on the capabilities or standing of entities providing resources must submit, **along with the Application to Participate in the Proceedings**, a commitment from the entity providing resources to provide the Contractor with the necessary resources to perform the Contract (hereinafter “Commitment”) or other evidence confirming that the Contractor will have the necessary resources of these entities at its disposal in performing the Contract. A template for the Commitment is attached as **Appendix 5 to the Description of Needs and Requirements.**
- 13.3. With regard to the conditions relating to education, professional qualifications or experience, Contractors may rely on the capacities of entities providing resources if these entities perform construction works or services for which these capacities are required.
- 13.4. The obligation of the entity providing the resources referred to in point 13.2 confirms that the relationship between the Contractor and the entities providing the resources guarantees actual access to these resources and specifies in particular:
- 13.4.1. the scope of resources of the entity providing the resources available to the Contractor;
 - 13.4.2. the method and period of making the resources of the entity providing these resources available to the Contractor and its use in the performance of the Order;
 - 13.4.3. whether and to what extent the entity providing the resources, on whose capabilities the Contractor relies in relation to the conditions of participation in the Proceedings regarding education, professional qualifications or experience, will perform the services to which the indicated capabilities relate.
- 13.5. Together with the Application, the Contractor must submit a Commitment from the entity providing the Contractor with resources.
- 13.6. The Commitment should be signed with an electronic signature by a person authorized to represent the entity providing the resources. If the Commitment is prepared as a paper document and signed by a handwritten signature, a digital reproduction of this document bearing an electronic signature is provided. The Contractor, Contractors jointly applying for the contract, or a notary, as appropriate, must certify that the digital reproduction complies with the paper document. If the authorization of the person(s) signing the Commitment does not stem directly from the document confirming the legal status of the Contractor, Contractors jointly applying for the contract, entity providing resources under the terms of Article 79 of the Utilities Directive, or a subcontractor other than the entity providing resources under such terms, a power of attorney or other document confirming the authorization to represent the

entity must be attached.

- 13.7.** The Contracting Entity assesses whether the technical or professional capabilities made available to the Contractor by the entities providing resources enable the Contractor to demonstrate compliance with the conditions for participation in the Procedure referred to in point 12.6 above, and also examines whether there are no grounds for exclusion referred to in point 12.2 above with respect to that entity. The Contracting Entity requires a Contractor that relies on the capabilities or situation of entities providing resources under the terms specified in Art. 79 of the Utilities Directive to present the subjective evidence referred to in point 14.1 concerning those entities, confirming that there are no grounds for exclusion from the Procedure with respect to those entities.
- 13.8.** The above assessment will be made on the basis of the declarations or documents submitted by these entities, as specified in point 14.1 of the Description of Needs and Requirements, and the submitted Commitments of these entities, as well as other documents concerning the relations between the Contractor and these entities, presented by the Contractor.
- 13.9.** The Entity that has undertaken to provide resources is jointly and severally liable with the Contractor, relying on its financial or economic situation, for any damage suffered by the Contracting Entity resulting from failure to provide these resources, unless the entity is not at fault for the failure to provide the resources.

14. LIST OF REPRESENTATIONS OR DOCUMENTS CONFIRMING FULFILMENT OF THE CONDITIONS FOR PARTICIPATION IN THE PROCEDURE AND THE ABSENCE OF GROUNDS FOR EXCLUSION

- 14.1.** Taking into account the nature of the Proceedings in question, the Contracting Entity requests the Contractors to submit, along with the Application via the SWPP2 Purchasing System, the following subjective evidence valid as of the date of submission:

14.1.1. In order to confirm that there are **no grounds for excluding the Contractor** from the procedure, referred to in point 12.2. Description of needs and requirements:

14.1.1.1. a declaration by the Contractor that they are not subject to exclusion based on the grounds specified in the Code of Conduct for Business Partners, which constitutes Appendix 12 to the DNR.

A template for the declaration is included in Appendix 6 to the DNR;

14.1.1.2. a declaration on relations with Russia confirming that there are no grounds for excluding the Contractor from the procedure in accordance with Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine, prohibiting the award or continued performance of any public contracts to a Contractor having certain relations with Russia.

The template for the Declaration is attached as Annex 7A to the DNR.

14.1.1.3. Declaration of non-exclusion or suspension under the Exclusion Policy available at: <https://www.eib.org/en/about/accountability/anti-fraud/exclusion/index> - The declaration constitutes Appendix No. 7B to the DNR.

*If two or more Contractors are jointly applying for a Contract, **each** Contractor must submit the documents separately. If the Contractor uses entities providing resources, **each** of these entities must submit the documents. The documents must be signed with a qualified electronic signature by a person authorized to represent the entity.*

14.1.2. In order to confirm that the Contractor meets the conditions for participation in the proceedings referred to in point 12.6 of the Description of needs and requirements, the Contractor will submit the following subjective evidence:

In order to confirm that the Contractor meets the conditions for participation in the Proceedings **regarding technical and professional capacity, the Contractor shall submit:**

14.1.2.1. Completed and signed Appendix No. 4 to the DNR - **N2. Appendix No. 2 - Entry Requirements and Conditions**, along with evidence indicating whether the services were performed correctly/properly, where evidence includes references

or other documents issued by the entity to which the services were performed.
If, for a justified, objective reason, the Contractor is unable to obtain these documents, a declaration from the Contractor.

If the Contractor relies on experience in providing services performed jointly with other Contractors, the list referred to above concerns services in the performance of which the Contractor was directly involved.

If Contractors are jointly applying for the contract, these documents may be submitted jointly.

The documents must be signed with a qualified electronic signature.

- 14.1.2.2.** Completed and signed Appendix No. 4 to the DNR - **Appendix No. 2 - Entry Requirements and Conditions**, with the designated persons to whom the Contractor will confirm the required professional capabilities required for the contract execution phase in accordance with the condition described in point 12.6.4.

In the event that two or more Contractors jointly apply for this Contract, it is sufficient that the Contractors jointly meet the professional capabilities requirements specified in point 12.6.4.

The documents must be signed with a qualified electronic signature.

- 14.1.3.** The periods expressed in years or months referred to in point 14.1.2. above are counted backwards from the date on which the deadline for submitting Applications to participate in the Proceedings expires.

- 14.2.** The relevant evidence and other documents or declarations that may be required by the Contracting Entity should be submitted in electronic form in accordance with Article 40 of the Utilities Directive.

- 14.3.** If, for a justified reason, the Contractor is unable to submit the subjective evidence required by the Contracting Entity, referred to in point 14.1 above, the Contractor shall submit other subjective evidence that sufficiently confirms the fulfillment of the condition for participation in the Proceedings described by the Contracting Entity.

- 14.4.** After evaluating the Applications to Participate in the Proceedings, the Contracting Entity will request Contractors (via the SWPP2 Purchasing System via the "Questions/Information" tab) to submit a declaration by the Contractor that they are not part of the same capital group, within the meaning of the Act of 16 February 2007 on Competition and Consumer Protection (consolidated text: Journal of Laws of 2024, item 1616), with another Contractor who has submitted a separate Application. In the event of two or more Contractors jointly applying for the award of the Contract, each Contractor must submit the documents separately. **A template for the declaration is attached as Appendix 2 to the Description of Needs and Requirements.**

- 14.5.** At the stage of submitting the Application to Participate in the Proceedings, for values indicated by the Contractor in a currency other than the Polish zloty (PLN), the Contracting Entity will adopt the average exchange rate of the National Bank of Poland (NBP) on the date of publication of the Contract Notice in the Official Journal of the European Union. In the absence of an average NBP exchange rate on the date of publication of the Contract Notice in the Official Journal of the European Union, the indicated amount will be converted to PLN at the average NBP exchange rate in effect on the day following the date of publication of the Contract Notice. At the stage of submitting Offers, for values indicated by the Contractor in a currency other than the Polish zloty (PLN), the Contracting Entity will adopt the average exchange rate on the date of opening the Offers, unless otherwise specified in the procurement documents.

- 14.6.** If it is necessary to ensure the proper conduct of the Proceeding, the Contracting Entity may, at any stage of the Procedure and before signing the contract, including at the stage of submitting Applications to participate in the Procedure or immediately after their submission, request contractors to submit all or some of the subjective evidence valid on the date of their submission.

- 14.7.** If there are reasonable grounds to believe that the previously submitted subjective evidence is no longer

valid, the Contracting Entity may at any time request the Contractor or Contractors to submit all or some of the subjective evidence valid as of the date of its submission.

- 14.8. In case of doubts as to the Contractor's compliance with the conditions for participation in the Proceedings, in order to demonstrate that the Contractor meets the conditions for participation in the Proceedings, the Contractor may be requested to demonstrate this by means of documents other than those indicated in the description of compliance with the conditions for participation.

15. OFFER SECURITY REQUIREMENTS

- 15.1. The Contracting Entity, pursuant to Art. 70.4 of the Civil Code, at the stage of submitting Offers in the Proceedings, requires a deposit in the Proceedings in the amount of 150.000,00 PLN .
- 15.2. The deposit may be submitted at the Contractor's discretion in one of the following forms: bank guarantee, insurance guarantee.
- 15.3. Details on how to pay the deposit will be provided in the TOR before submitting the Offers.
- 15.4. **A deposit is not required at the stage of submitting the Application to participate in the proceedings.**

16. COMMUNICATION WITH CONTRACTORS

- 16.1. Any correspondence related to this Procedure shall be exchanged via the SWPP2 Procurement System. Detailed information concerning the SWPP2 Procurement System is presented in Section 25 of the ToR.
- 16.2. The Contracting Entity reserves the right to communicate with Contractors by email as well, save that question pertaining to the procedure should be transmitted via the SWPP2 Procurement System.
- 16.3. **The person authorised to communicate with the Contractors in connection with the Procedure is:**
Jan Kowalczyk tel. +48 887 856 092, e-mail: jan.kowalczyk@gkpge.pl.
Sylwester Mielcarek (technical cases), tel+ 48 887 550 285, e-mail: Sylwester.Mielcarek@gkpge.pl

17. DESCRIPTION OF THE OFFER PREPARATION METHOD

- 17.1. **Submitting an Application** in the Proceedings is done via the SWPP2 Procurement System. The Application must be prepared electronically, otherwise it will be invalid. To maintain the electronic form of a legal act, it is sufficient to submit a declaration of intent electronically and affix it with a qualified electronic signature by a person authorized to represent the Contractor.
- 17.2. **The Contractor may submit only one Application.**
- 17.3. The above applies to both Applications submitted individually and Applications of Contractors jointly applying for the award of the Contract.
- 17.4. The Contractor submits Applications via the SWPP2 Purchasing System. Applications should be prepared in accordance with **Appendix 3 to the Description of Needs and Requirements**.
The Contracting Entity requires that the following documents be attached to the Application:
- 17.4.1. **A current transcript or information from the National Court Register or from the Central Register and Information on Economic Activity** (or other equivalent document issued by a competent judicial or administrative body of a country of incorporation of the Contractor), to confirm that persons signing the Offer for and on behalf of the Contractor are authorised to do so in accordance with the representation specified in the register.
- 17.4.2. **Power of attorney** for the signatories of the Application authorising them to act for and on behalf of the Contractor and to represent the Contractor, or to act for and on behalf of the Contractor unless their authorisation arises directly from registration documents (excerpt from KRS or CEIDG registers, or from other applicable documents). The Contracting Entity advises that the power of attorney is to be submitted in electronic form, affixed with a qualified electronic signature, or in the form of a digital copy of the paper document (e.g. a scan or an image) with a qualified electronic signature affixed thereto by the principal or by a notary public.
- 17.4.3. **Commitments of resource providers** if the Contractor is using of the resources of such entities pursuant of Article 79 of the Utilities Directive – in a form consistent with the template constituting **Appendix 5 to the DNR**. The document shall be signed with a qualified electronic signature.
- 17.4.4. **Subjective evidence** – as well as other documents confirming compliance with the participation requirements. Documents must bear a qualified electronic signature.
- 17.4.5. **Other documents and declarations** referred to in point 12.10 and point 14.1 of the Description

of Needs and Requirements. Documents should be accompanied by a qualified electronic signature.

Please note that Appendix No. 11 to the DNR – N3.Appendix no. 3 – Required documents – summarizes the required documents to be submitted by the Contractor along with the Application. The Contracting Entity encourages the Contractor to verify the completeness of the required documents using Appendix N3.Appendix no. 3 – Required documents, before submitting the Application. The Contractor may submit more documents than those indicated in N3.Appendix no. 3 – Required documents if it deems it appropriate or if it is required by the Procurement documentation or other regulations.

17.5. The Application shall be drawn up in Polish or in English. Any documents drawn up in any language other than Polish or English must be submitted with their translation into Polish or English.

17.6. Where personal means of proof or other documents, including documents confirming the power to represent the Contractor, the Contractors jointly seeking the award of the Contract, an entity providing resources pursuant to Article 79(1) of the Utilities Directive, hereinafter referred to as “documents confirming the power to represent”, have been issued by authorised entities other than the Contractor, the Contractors jointly seeking the award of the Contract, the resource provider or a Subcontractor, hereinafter referred to as “authorised entities”, as electronic documents, such electronic documents shall be submitted. Where evidence of eligibility or other documents, including documents confirming the power to represent, have been issued by authorised entities as a hard copy document, a digital copy of such a document with an electronic signature affixed thereto, certifying that the digital copy is a true copy of the hard copy document, shall be submitted.

17.7. Certification of a digital copy as a true copy of a hard copy document, referred to in Section 17.6 above, shall be performed with regard to:

- 1) in the case of subjective means of proof and documents confirming the power of representation - the Contractor, the Contractor applying jointly with him for the award of the Contract, the entity providing the resources or the Subcontractor, respectively, to the extent of the subjective means of proof or documents confirming the power of representation that apply to each of them;
- 2) the evidence in question - the Contractor or Contractors jointly applying for the contract, respectively;
- 3) other documents - the Contractor or Contractors jointly applying for the award of the Contract, respectively, to the extent of the documents that concern each of them.

Certification of a digital copy as a true copy of a hard copy document, referred to above, may also be provided by a notary public.

17.8. The personal means of proof, including the representation referred to in Section 12.10 of the DNR (representation by a consortium member) and the commitment of the resource provider **not issued by the duly authorised entities**, as well as the power of attorney shall be submitted in electronic form with a qualified electronic signature affixed thereto.

17.9. Where personal means of proof, including the representation referred to in Section 17.6 of the DNR (representation by a consortium member) and the commitment of the resource provider not issued by the duly authorised entities, or the power of attorney, have been drawn up in hard copy with a handwritten signature affixed thereto, a digital copy of such a document shall be submitted with a qualified electronic signature affixed thereto, certifying that the digital copy is a true copy of the hard copy document.

17.10. Certification of compliance of the digital copy with the hard copy document, referred to in Section 17.8 above, shall be provided with regard to:

- 1) personal means of proof – by the Contractor, Contractors jointly seeking the award of the Contract, the resource provider or a Subcontractor, with regard to personal means of proof or **the powers of attorney which are related to each of them**, as the case may be;

- 2) the representations referred to in Section 12.10. the DNR (representation by a consortium member) or the commitment of the resource provider - **by the Contractor or Contractors jointly seeking the award of the Contract, as the case may be;**
- 3) power of attorney – by its issuer.

Certification of a digital copy as a true copy of a hard copy document, referred to above, may also be provided by a notary public.

17.11. The digital copy referred to in Sections 17.7, 17.8 and 17.10 above shall be construed as an electronic document which is an electronic copy of the content of the hard copy document, making it possible to become acquainted with and to understand such content, without having to directly access the original copy.

17.12. Where an electronic document is submitted in the course of the procedure in a compressed data format, the affixing of a qualified electronic signature to the file containing the compressed documents shall be tantamount to the affixing of the qualified electronic signature to all documents contained in this file.

17.13. Trade secret:

17.13.1. Any information constituting a trade secret within the meaning of the Act of 16 April 1993 on combatting unfair competition (Journal of Laws of 2019, item 1010, as amended) that the Contractor classifies as a trade secret, shall be submitted, in order to ensure the confidential nature of such information, in a separate file, via the SWPP2 Procurement System's "Documents" section, in the "Confidential document (trade secret)" folder, in accordance provisions of the document titled "Contractors – Instructions for End Users" (page 32), which is available at <https://www.gkpge.pl/bip/Przetargi>, or shall be submitted by the Contractor in a dedicated and duly marked file.

17.13.2. The Contractor shall be obliged to justify (**by means of a separate document attached to the Application**) that the information it has classified as confidential and referred to in Section 17.13.1 above constitutes a trade secret within the meaning of Article 11(2) of the Act 16 April 1993 on combating unfair competition (consolidated text, Journal of Laws of 2019, item 1010, as amended). The Contractor shall in particular prove, under pain of the aforementioned reservation being deemed ineffective by the Contracting Entity, that the information in question meets, jointly, the statutory requirements, i.e. that it is information of a technical, technological and organisational nature, or other information of economic value which, as a body or in the precise configuration and assembly of its components, is not generally known among or readily accessible to persons normally dealing with the kind of information in question, provided that the person authorised to use the information or to dispose of it has undertaken, exercising due care, efforts aiming to maintain the confidential nature of such information. **Failure to provide the justification referred to in this item shall result in the confidentiality-related reservation being deemed ineffective by the Contracting Entity.**

17.13.3. The Contractor must not classify as confidential the part of the Application/Offer in which the justification referred to in Section 17.12.2 is presented by the Contractor.

17.13.4. The Contracting Entity notes that the Contractor may not restrict information on first names or first names and surnames, corporate names and the seat or place business or residence of Contractors whose Application/Offer have been opened; prices or costs contained in publicly available Application/Offer, information, official and court documents.

17.13.5. If any information, data, documents or representations that do not constitute a trade secret within the meaning of unfair competition regulations are classified as confidential, the confidentiality restriction concerning such information shall be lifted.

17.14. Other information:

17.14.1. Any and all costs related to the participation in the Procedure, in particular those related to the preparation and submission of the Application/Offer, shall be borne by the Contractor.

17.15. Modification/withdrawal of the Application/Offer:

- 17.15.1. The Contractor may withdraw its Application/Offer before the expiry of the time limit for the submission of Application/Offer by deleting it from the SWPP2 Procurement System and submit a new one;
- 17.15.2. **Offers may be withdrawn in the manner described in Section 7.9 of the document for Contractors titled “Contractors – Instructions for End Users” which is available at <https://www.gkpge.pl/bip/Przetargi>**
- 17.15.3. **It is recommended that the Application be prepared in accordance with the template attached to the DNR (the template constitutes Appendix 3 to the ToR) – the Contractor using its own Application form shall be required to include all data and representations required by the Contracting Entity in the template. The Contractor shall be responsible for ensuring that the Application is complete and that its wording corresponds to the Contract Notice and the DNR.**

18. SELECTION CRITERIA/DESCRIPTION OF THE METHOD FOR EVALUATING APPLICATIONS FOR ADMISSION TO PARTICIPATE IN THE PROCEDURE

- 18.1. The Contracting Entity will invite to negotiations Contractors who are not subject to exclusion from the Proceeding and meet the participation requirements in the number specified in the Procurement Notice, i.e. 5 (in words, five) Contractors. The minimum number of invited contractors is 1. If the number is less than 2, the Contracting Entity may cancel the Proceeding.
- 18.2. If the number of Contractors who meet the conditions for participation in the Proceedings is greater than 5 (in words: five), the Contracting Entity will invite to negotiations the Contractors who meet the selection criteria and obtain the highest number of points for these criteria in accordance with the description of the criteria in point 18.4.
- 18.3. If the number of Contractors who meet the conditions for participation in the Proceedings is less than or equal to 5, all Contractors who meet the conditions for participation in the Proceedings will be invited to participate in the negotiations.
- 18.4. Selection criteria:
The Contracting Entity will award points to Contractors in accordance with Appendix No. 4 to DNR – N2. Appendix No. 2 - Entry Requirements and Conditions
- 18.5. Signed with a qualified electronic signature N2. Appendix no. 2 – Entry Requirements and Conditions within the selection criteria cannot be supplemented. Missing or incorrectly submitted documents will result in 0 points being awarded in that area.
- 18.6. The Contracting Entity shall immediately inform the Contractors who submitted the Applications to participate in the Proceedings about the results of the evaluation of the Applications to participate in the Proceedings via the SWPP2 Procurement System, providing factual and legal justification.

19. THE METHOD AND TIME LIMIT FOR THE SUBMISSION OF OFFERS

- 19.1. **The Application shall be submitted via the SWPP2 Procurement System until 30.01.2025 at 14.00 p.m.**
NOTE! An Application shall be deemed submitted at the date and time it is received by the server, and not the date and time it is sent by the Contractor. Once the time limit set forth above expires, the System will bar the possibility of submitting the Application. Therefore, the Contracting Entity recommends that the Contractors submit the Application sufficiently in advance.
- 19.2. After the deadline for submitting Applications, Contractors will not be able to post Applications in the SWPP2 Purchasing System.
- 19.3. The Contracting Entity will open the Applications in the SWPP2 Procurement System, without the participation of the Contractors.

20. NEGOTIATION INFORMATION

- 20.1. The Contracting Entity envisages 1 (one) stage of negotiations, within which it envisages meetings with each of the Contractors.
- 20.2. The Contracting Entity conducts negotiations with contractors invited to participate in the negotiations regarding the solutions they propose, after which it invites them to submit offers.
- 20.3. Preliminary schedule of proceedings:

Milestone	Data
Deadline for submitting Applications for Participation	30.01.2026
Negotiations with Contractors	05.03.2026
Deadline for submitting offers	03.04.2026

The Contracting Entity reserves the right to change the order completion date. The scope of the contract and the implementation schedule are subject to negotiation and may change.

20.4. During negotiations, the Contracting Entity ensures equal treatment of all contractors. The content of contractors' Applications and the ongoing negotiations are confidential.

21. OFFER EVALUATION CRITERIA

21.1. From among the Offers that are not subject to rejection, the Contracting Entity will select the most advantageous Offer based on the following criteria, in descending order from the most important to the least important:

Offer evaluation criteria:

- 1. Gross price**
- 2. Professional abilities**

Detailed information on the criteria for evaluating the Offers, including their weighting, will be indicated in the invitation to submit Offers/specification of terms of reference.

22. ELECTRONIC AUCTION/Framework AGREEMENT

22.1. The Contracting Entity does not plan to hold an electronic auction.

22.2. The Contracting Entity does not plan to conclude a Framework Agreement.

23. REQUIREMENTS CONCERNING THE PERFORMANCE BOND

23.1. The Contracting Party requires that the Contractor whose Offer is selected provide a performance bond in the amount of 5 (five)% of the total (gross) remuneration due to the Contractor under the Agreement. Detailed information regarding the performance bond will be provided in the final Specification of Terms of Reference, following the negotiation stage.

24. INSTRUCTION ON REMEDIES AT LAW AVAILABLE TO THE CONTRACTOR

24.1. Any disputes concerning Contractors arising from or in connection with decisions made by the Contracting Entity during the Offer procedure will be finally resolved in accordance with the Rules of Procedure No.: Arbitration of the International Chamber of Commerce ("Rules"), without recourse to common courts of law. The Rules constitute Appendix No. 6 to the Rules of Procedure for Offer Procedures by EWB-2 and EWB-3.

25. INFORMATION ABOUT ELECTRONIC MEANS OF COMMUNICATION THAT THE CONTRACTING ENTITY WILL USE TO COMMUNICATE WITH THE CONTRACTORS, TOGETHER WITH INFORMATION ABOUT TECHNICAL AND ORGANISATIONAL REQUIREMENTS FOR DRAWING UP, SENDING AND RECEIVING ELECTRONIC CORRESPONDENCE, AND INFORMATION ON ELECTRONIC SUBMISSION OF OFFERS

25.1. The Contracting Entity hereby informs that the Procurement Procedure will be conducted using the Procurement System.

25.2. Submitting Offers in the Procurement Procedures requires an account in the Procurement System. Account registration and login are available at <https://swpp2.gkpge.pl>. Those interested in participating in the Procurement Procedure are requested to register without undue delay, as the Contractor verification process may take up to 3 business days.

25.3. All information regarding registration and logging into the Purchasing System can be found at the above-mentioned website address in the "Questions and Answers/FAQ" tab and in the "Regulations and Guides and other information (periodic notices)" tab, in the "Guides for end users" folder, and at the following

link: <https://www.gkpge.pl/grupa-pge/przetargi/zakupy/dokumenty>, in the document "Detailed Instructions for Using the PGE Capital Group Purchasing System for Contractors."

- 25.4. After registering and logging into the Purchasing System, Contractors will be able to submit applications, Offers, and ask questions in the Proceedings. Communication between Contractors and the Contracting Entity will take place using the System's functionalities. The System allows, among other things, the submission of Offer or request to participate in the Proceedings, the withdrawal of a Offer or request, and the submission of questions regarding the Proceedings.
- 25.5. The date of submission of an Offer, application, notification, electronic document, declaration, or electronic copy of a document or declaration is the date of submission (submission) in the Purchasing System to the Contracting Entity. The Offer/application/information is submitted upon completion of the submission process, i.e., by clicking the "Submit an Application/Offer" button, electronically signing the application/Offer form, and displaying the message "Offer submitted successfully." The exact date and time of submission of the Application/Offer can be verified after generating a report on the submitted Application/Offer. To do this, select the "Generate Report" option in the "Actions" section.
- 25.6. The Contracting Entity hereby informs that the time on the servers running the Purchasing System is synchronized with the time standard specified by the Central Office of Measures (GUM). Time servers operated by GUM set administrative time in Poland.
- 25.7. Technical requirements for computer hardware are provided in the Purchasing System, under the "Questions and Answers/FAQ" tab, and in the "Regulations and Guides and other information (periodic announcements)" tab, the "End User Guides" folder, and at the following link: <https://www.gkpge.pl/grupa-pge/przetargi/zakupy/dokumenty>, in the documents: "Detailed Instructions for Using the PGE Capital Group Purchasing System for Contractors" and "Electronic Signature – Instructions."
- 25.8. Instructions for Contractors regarding the submission of Offers/applications, submission of electronic documents, electronic copies of documents and declarations, and information provided using them are described in the documents "Detailed Instructions for Using the PGE Capital Group Purchasing System for Contractors" and "Electronic Signature – Instructions", available in the Purchasing System in the "Questions and Answers/FAQ" tab and the "Regulations and Guides and other information (periodic notices)" tab, the "Guides for End Users" folder, and at the following link: <https://www.gkpge.pl/grupa-pge/przetargi/zakupy/dokumenty>
- 25.9. The maximum size of files sent (posted) via the Purchasing System is 150 MB. Acceptable file extensions for uploading to the Purchasing System: xls, xlsx, doc, docx, pptx, pdf, xml, rar, zip, gif, jpg, dwg, tif, tiff, txt, rtf, jpeg, bmp, ath, kst, png, asic, cades, xades, pades, 7z, mp4, msg, url, ods, cpg, dbf, prj, qmd, shp, odt, xlsx, ppt, html. It is recommended to use PDF files.
- 25.10. The Contracting Entity informs that files uploaded to the Purchasing System by Contractors are checked with anti-virus software.
- 25.11. Technical support for Contractors in using the Purchasing System is available through the Contractor Help Desk:
Hotline: +48 22 576 87 87
email: helpdesk.zakupy@gkpge.pl
contact form: <https://swpp2.gkpge.pl/app/helpdesk/form>
Opening hours: The Purchasing System Help Desk is available daily, Monday through Friday, 8:00 AM - 4:00 PM (excluding public holidays).
Scope of support: <https://www.gkpge.pl/grupa-pge/przetargi/zakupy>
- 25.12. The Purchasing System will not allow submission of a Application after the submission deadline. Therefore, it is recommended to prepare and submit the Application well in advance.

26. OTHER INFORMATIONS

- 26.1. With regard to any matters not provided for herein, provisions of the Utilities Directive and of the Civil Code shall apply.
- 26.2. The Contracting Entity shall receive from the Contractor structured electronic invoices and other structured electronic documents related to the performance of the Agreement, sent via the platform, in

accordance with the Act of 9 November 2018 on electronic invoicing in public procurement, concessions for construction works or services and public-private partnership (Journal of Laws of 2018, item 2191). Details concerning the manner in which structured electronic invoices and other structured electronic documents related to the performance of public contracts are to be submitted will be included in the Draft Terms and Conditions of the Agreement.

- 26.3.** The Contracting Entity advises that all payments for the Contractor shall be made by bank transfer, to the bank account identified in the invoice and reported by the Contractor to the relevant Tax Office Head, in accordance with Articles 5 and 9 of the Act of 13 October 1995 on the rules for registration and identification of taxable persons and taxpayers.

27. PERSONAL DATA PROTECTION:

- 27.1.** Pursuant to Article 13 paragraphs 1-2 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) (hereinafter "GDPR"), the Contracting Entity informs that:

27.1.1. The controller of your personal data ("DPO") is Elektrownia Wiatrowa Baltica-2 Sp. z o.o., 00-876 Warsaw, ul. Mokotowska 49.

27.1.2. In matters relating to personal data protection, you can contact the Personal Data Protection Officers appointed in the above-mentioned Companies, at the registered office address of the given Company indicated in point 23.3.1. above or at the following e-mail addresses: IOD.EWB2@gkpge.pl

- 27.2.** Purposes and basis of processing:

27.2.1. Your personal data will be processed on the basis of Article 6(1)(b) of the GDPR – data processing is necessary to conclude the Agreement or take steps prior to entering into the Agreement, as well as on the basis of Article 6(1)(f) of the GDPR – legitimate interests of the Controller, in particular the pursuit of claims, and in the case of public proceedings also on the basis of Article 6(1)(c) of the GDPR – processing is necessary to fulfil the legal obligations incumbent on the Controller.

27.2.2. The processing period for your personal data is related to the purposes indicated above. Therefore, personal data will be processed for the period for which the Controller is required by law to store the data or for the limitation period for any claims that require access to the data.

27.2.3. Data Subject Rights. In cases and under the terms set out in generally applicable data protection regulations, you have the right to access your data and receive a copy thereof, to rectify (amend) your data, to erase it, to restrict its processing, to object to its processing, to transfer your data, and to lodge a complaint with the relevant supervisory authority.

27.2.4. Data recipients. Your personal data will be transferred to authorized institutions specified by law and to processors that provide services to the Data Controller and to whom the data is entrusted. Personal data may be transferred to companies from the PGE Capital Group if both parties seek to conclude an agreement. Your personal data will not be transferred to a third country or international organization.

- 27.3.** Providing data is voluntary, however, failure to do so will prevent participation in the Proceedings.

- 27.4.** Automated decision-making. We hereby inform you that as part of the data processing referred to above, no automated decisions will be made and your data will not be profiled.

28. APPENDICES TO THE MANUAL

- 28.1.** The following Appendices shall constitute an integral part of the Instructions:

Appendix No. 1	C1. Scope of Works
Appendix No. 2	DECLARATION OF BELONGING OR NOT BELONGING TO THE SAME CAPITAL GROUP - TEMPLATE

Appendix No. 3	APPLICATION FOR ADMISSION TO PARTICIPATE IN THE PROCEEDINGS - TEMPLATE
Appendix No. 4	N2. Appendix no 2 - Entry Requirements and Conditions
Appendix No. 5	COMMITMENT OF THE RESOURCE PROVIDER – TEMPLATE
Appendix No. 6	CONTRACTOR’S REPRESENTATION concerning compliance with requirements and the absence of grounds for exclusion
Appendix No. 7A	REPRESENTATION CONCERNING RELATIONS WITH RUSSIA
Appendix No. 7B	EXCLUSION POLICY STATEMENT
Appendix No. 8	N1. Appendix no 1 - NDA
Appendix No. 9	N00. Appendix no 00 - OWF Baltica-2 Grid Expert Company - Invitation
Appendix No. 10	Master Document Register
Appendix No. 11	N3. Appendix no 3 - Required documents.
Appendix No. 12	Code of Conduct for business partners

Appendix No. 1 to DNR - C1. Scope of Works

In a separate file available after signing the Confidentiality Statement according to point 3.2 of DNR.

Appendix No. 2 to DNR - Contractor's declaration regarding the Capital Group

Declaration of membership/non-membership in the same capital group within the meaning of the Act of 16 February 2007 on Competition and Consumer Protection *

Public procurement procedure in the negotiated mode for the "**OFFSHORE WIND FARM BALTICA – 2: expert services for Grid Tests and Power Quality Measurements**", Procedure No. **POST/BAL/IPT/PROC/00031/2025** (hereinafter referred to as the "Procedure")

In connection with applying for the award of a public contract under the aforementioned Proceedings, I hereby declare, on behalf of the Contractor (insert name), that:

1. The Contractor belongs to a capital group* within the meaning of the Act of 16 February 2007 on Competition and Consumer Protection (Journal of Laws of 2020, item 1076, as amended), the same to which [] belongs, i.e., another contractor/contractors* who/who* submitted an Application* in the Proceedings.

2. The Contractor does not belong to the same capital group* as other contractors who submitted an Application in the Proceedings.

I hereby declare that the connections with another Contractor/contractors* indicated in point 1 above do not lead to distortion of competition in the Proceedings. In witness thereof, I hereby certify/enclose*:

*delete as appropriate

Declaration signed electronically_

Appendix No. 3 to DNR - Application to participate in the proceedings

The Contracting Entity:

Elektrownia Wiatrowa Baltica 2 sp z o.o.

ul. Mokotowska 49,

00-542 Warszawa

APPLICATION FORM FOR ADMISSION TO PARTICIPATE IN THE PROCEEDINGS

1. The application is submitted by:

CONTRACTOR 1

address, street address.....

postal code city country

phone no....., fax no.....

e-mail address

NIP.....

REGON.....

CONTRACTOR 2*

address, street address.....

postal code city country

phone no., fax no., e-mail address

NIP.....

REGON (name and precise contact details of the Contractors jointly applying for the contract) **ATTORNEY*** to represent the Contractor/Contractors jointly applying for the contract. Orders (e.g. **Consortium Leader**)

Address, Street Code City Country

Telephone No., Fax No., Email Address

Tax Identification Number (NIP),

REGON

*** to be completed only by joint Contractors applying for the award of the Order**

II. Person Authorized to Contact the Contracting Entity (regarding this Application):

Name and surname:	
Contractor:	
Address:	
Phone no:	
e-mail:	

III. Referring to the Contract Notice in the Sectoral Contract Award Procedure conducted under the name „OFFSHORE WIND FARM BALTICA – 2: expert services for Grid Tests and Power Quality Measurements”, number POST/BAL/IPT/PROC/00031/2025

1. We are submitting an Application to Participate in the Proceedings and thereby declaring our willingness to participate in the Proceedings;
2. We declare that we have become familiar with the content of the procurement documents and the terms and conditions of participation in the Proceedings and acknowledge that we are bound by the provisions and rules of procedure specified therein;
3. We declare that the Application is public and does not contain information constituting a trade secret within the meaning of the regulations on combating unfair competition, with the exception of information contained in files submitted in the "Classified Document (Trade Secret)" directory. These files constitute a trade secret within the meaning of the Act of 16 April 1993 on Combating Unfair Competition.

(If the Contractor claims a trade secret, they are obligated to demonstrate that the claimed information constitutes a trade secret within the meaning of Article 11, Section 2 of the Act of 16 April 1993 on Combating Unfair Competition).

IV. We declare that:

- 1.** We are capable of performing the Subject Matter of the Contract in accordance with the requirements specified in the Description of Needs and Requirements.
- 2.** We declare that all information provided in this Application is current and truthful and has been presented with full awareness of the consequences of misleading the Contracting Entity in providing such information.
- 3.** Under penalty of perjury, we declare that the information provided in the Application and the documents and declarations attached to it describe the factual and legal circumstances as of the date of submission of the Applications (Article 297 of the Penal Code).
- 4.** We declare that we have become familiar with the principles set forth in the Code of Conduct, which constitutes Appendix 5 to the "Regulations for Offer Procedures Implemented by EWB 2 and EWB 3." If our Offer is selected, we assure that we will comply with all applicable laws and the provisions of the aforementioned documents in our operations. We declare that we will exercise due diligence to ensure that our employees, collaborators, subcontractors, and other persons involved in providing services comply with the provisions of the aforementioned documents.
- 5.** We provide sufficient guarantees to implement appropriate technical and organizational measures to ensure that the processing of personal data meets the requirements of applicable personal data protection laws and the provisions of the Regulation (General Data Protection Regulation) – hereinafter referred to as the "GDPR" – applicable and protects the rights of data subjects.
- 6.** We are aware of all obligations arising from applicable personal data protection laws and the provisions of the GDPR, which must be fulfilled by the entity processing personal data on behalf of the data controller.
- 7.** We have fulfilled all obligations towards the individuals whose data we transfer and towards the Client arising from personal data protection laws and the provisions of the GDPR.
- 8.** The personal data we provide may be used only for purposes related to the ongoing public proceeding no. POST/BAL/IPT/PROC/00031/2025.
- 9.** This Application, together with its attachments, consists of files.
- 10.** List of Attachments:

The following attachments are attached to this Application::

Qualified electronic signatures of the person(s) authorized to sign on behalf of the Contractor

Appendix No. 4 to DNR – N2. APPENDIX NO 2 – ENTRY REQUIREMENTS AND CONDITIONS

In a separate file

Appendix No. 5 to DNR – COMMITMENT OF THE RESOURCE PROVIDER

Commitment of the resource provider during the performance of the Contract titled:

“OFFSHORE WIND FARM BALTICA – 2: expert services for Grid Tests and Power Quality Measurements”, Procedure no. POST/BAL/IPT/PROC/00031/2025

Acting for and on behalf of:

Full name of the resource provider	Address of the resource provider	NIP (Tax ID)/REGON

Acting pursuant to Article 79(1) of the Utilities Directive, WE HEREBY REPRESENT that we undertake to provide to the Contractor, i.e. to with its registered office at, the following resources that are necessary for the performance of the Contract:

Condition/ selection criterion that will be met with the resources provided by a third party	Resource type	Scope of resources placed at the disposal of the Contractor by the resource provider	Manner in which the resources of the resource provider will be used by the Contractor in the performance of the contract	Are the resources to be provided for the entire contract/agreement performance period? (YES/NO ¹)	Whether and to what extent the entity providing the resources, on whose capabilities the contractor relies with regard to the conditions of participation in the procedure regarding education, professional qualifications or experience, will carry out the works
Technical or professional capacity					

We also **REPRESENT** that we have authorised the Contractor to certify true copies of original documents issued for us and submitted under the Procedure in question to prove the absence of grounds for excluding us from the Procedure, and to prove the Contractor’s fulfilment of the conditions for participation and the selection criteria in this Contract award Procedure (including the authorisation to grant delegated powers of attorney with this regard).

Note: Please do not modify any table fields marked grey. The third party shall only complete those fields (table rows) that relate to the resources it is providing. The remaining rows need to be crossed out, left empty or deleted.

The Commitment has been signed electronically.

¹ If NO - please specify the period / stage of the contract/agreement performance process for which the resources will be provided

Appendix No. 6 to DNR – THE CONTRACTOR’S REPRESENTATION ON NOT BEING SUBJECT TO EXCLUSION FROM THE PROCEDURE AND COMPLIANCE WITH THE CONDITIONS FOR PARTICIPATION SPECIFIED IN THE PROCEDURE

DECLARATION ON FULFILLMENT OF THE CONDITIONS FOR PARTICIPATION SET OUT IN THE CODE OF CONDUCT CONSTITUTED AS ANNEX 5 TO THE RULES OF THE EWB-2 AND EWB-3 OFFER PROCEDURE

Concerning the Application submitted in the Public Procurement Procedure conducted in the negotiated procedure with prior invitation to compete for the contract entitled "**OFFSHORE WIND FARM BALTICA – 2: expert services for Grid Tests and Power Quality Measurements**", Procedure No.

POST/BAL/IPT/PROC/00031/2025

Contractor Name:

Address:

Taxpayer Identification Number (NIP), National Business Registry Number (REGON):

I declare that neither the Contractor nor any member of the management or supervisory body, partner of a general partnership or limited partnership, general partner of a limited partnership or limited joint-stock partnership, or proxy have been convicted by a final judgment of an offense referred to in the Code of Conduct, and that the Contractor is not subject to exclusion from the proceedings on this basis or on the grounds described in the Code of Conduct constituting Annex 5 to the Rules of the Offer Procedure by EWB-2 and EWB-3, i.e., we adhere to at least the following standards:

HUMAN RIGHTS AND EMPLOYMENT STANDARDS

We respect human rights in the context of both employee standards and business activities. All employees and other persons cooperating with us must be treated fairly, with respect, and with due regard for their dignity.

Employee Health and Safety

We provide a safe workplace for our employees by complying with applicable standards and regulations regarding occupational health and safety. All employees receive appropriate job instructions, including information on workplace health and safety conditions and requirements, and protective equipment, and receive appropriate training.

Prohibition of Discrimination

We do not practice or tolerate any form of discrimination based on gender, race, ethnic origin, nationality, religion, creed, belief, disability, age, sexual orientation, health status, political beliefs, marital status, or membership in organizations. This applies to the recruitment and hiring of employees, their employment relationship (limited access to promotions, bonuses, training, etc.), and termination of employment.

Remuneration and Working Conditions

We pay our employees at least the legally required minimum wage on time and adequately cover all legally required labor costs, particularly social security and taxes.

We respect our employees' terms of employment, as well as terms regarding working hours, vacation leave, childcare absences, sick leave, and all other matters in accordance with law, industry standards, or collective bargaining agreements. We do not employ work patterns that involve working more than 60 hours per week, including regular overtime, ensuring compliance with applicable limits on normal and overtime hours set out in law, industry standards or collective bargaining agreements.

Prohibition of Forced Labor

We do not engage in any form of forced labor in Poland or abroad. Our employees' work is voluntary, and the employment relationship may be terminated voluntarily by employees. This also applies to overtime and public holidays, provided that employees are not subject to specific legal provisions in this regard. We provide all employees with written employment contracts specifying the terms of employment in a language the employee understands. This applies to all employees employed directly, by a contractor, or recruited through a temporary employment agency.

Prohibition of Child Labor

We do not engage in the use of child labor. We prohibit the use of child labor and have ensured that no person under the age of 15 (or 14, where permitted by national law) or under the age of completing compulsory education in the country where the goods or services are produced, if such age is higher than 15, is employed. In the case of legally employed minors, such workers should be assigned to light work. Light work must not endanger the life, health, or psychophysical development of minors and must not interfere with school obligations.

Freedom of Association

We recognize and respect our employees' right to freedom of assembly and association. We respect employees' rights and other employee rights to join or refrain from joining any lawful employee association or trade union of their choice or, where restrictions exist in this regard, alternative forms of independent and free employee representation. We do not discriminate against employee representatives and employees who choose to join such associations or not. We engage in discussions with employee representatives in good faith.

ENVIRONMENTAL CARE

We declare that we conduct our business in a responsible manner, prevent environmental threats, and limit the negative impact of our activities on the natural environment. We use natural resources, such as water and energy, responsibly. Environmental Compliance

We comply with environmental regulations, in particular by obtaining all legally required permits and licenses to operate and meeting all related operational and reporting requirements.

Waste Management and Pollution Prevention

We minimize waste generation and reduce emissions in our business operations. We are committed to selecting effective technologies to reduce negative environmental impacts.

Environmental Management System

If we have a significant environmental footprint, we will implement a structured and systematic approach to environmental protection in our business operations, particularly in addressing negative impacts on specific components of the natural environment.

Environmental Impact

We strive to minimize the negative impact of our products or services on the environment, health, and human livelihoods throughout their entire life cycle by:

1. adopting a preventative approach to climate change related to our operations, products, and services,
2. applying a preventative approach to the use of resources and materials (including hazardous materials) and seeking environmentally friendly alternatives where possible,
3. disclosing the use of hazardous materials to facilitate the safe management of our products during use, recycling, and disposal,
4. protecting biodiversity and promoting the sustainable and efficient use of land, natural resources, and energy,
5. establishing control mechanisms to prevent pollution caused by hazardous substances, waste, sewage, and air emissions,
6. ensuring access to emergency response measures, including emergency environmental conditions, fires, and excessive emissions and spread of pollutants exceeding air quality criteria,
7. ensuring access to immediate measures to protect human health and the environment, and
8. adhering to the "polluter pays" principle.

RELATIONS WITH LOCAL COMMUNITIES

We declare that, where necessary, we will engage and consult with local communities potentially affected by our operations, including indigenous peoples, and avoid causing or contributing to negative impacts on their human rights. This may include impacts on culture, the environment, natural resources, land, infrastructure, or other factors relevant to the realization of the human rights of local communities, including their health and livelihoods.

CONFLICT-AFFECTED AREAS AND CONFLICT MINERALS

When operating in conflict-affected areas or sourcing raw materials from them, we exercise due diligence to ensure there are no connections with or support for the financing of armed groups.

We also ensure that our products do not contain conflict minerals sourced from mines that support or finance conflict in conflict-affected areas. **ANTI-CORRUPTION AND FRAUD**

Legal Compliance and Business Integrity

We conduct our business legally, ethically, and honestly.

Fair Competition and Antitrust

We conduct our business in compliance with all applicable competition laws, including, for example, refraining from dumping and price fixing.

Anti-Money Laundering

We take steps within our business operations to ensure compliance with anti-money laundering and counter-terrorist financing regulations and to mitigate related risks.

Zero Tolerance for Corruption and Fraud

We do not engage in any form of corruption, fraud, bribery, extortion, embezzlement, fraud, or any other similar activities. We do not directly or indirectly offer or accept any unwarranted benefits or promises of benefits, including material, financial, personal or inappropriate gifts, etc., in exchange for taking or refraining from taking specific actions.

Bribery, corruption, and kickbacks occur when payments, gifts, or items of value (financial or otherwise) are offered, promised, made, authorized, requested, or accepted in order to improperly influence a decision or the outcome of an action affecting our business. Giving or accepting bribes, corrupt offers, or kickbacks (or attempting to give or accept them) constitutes a serious criminal offense and may result in imprisonment for those involved, significant fines, and damage to the Client's reputation.

Under no circumstances will we offer, promise, or give any financial (or other) advantage to a government official or business partner in order to improperly influence a decision or the outcome of an action affecting our business. This ensures that there is no suspicion that the Client may be giving or receiving bribes or kickbacks in any form, directly or indirectly. Accordingly, we will maintain policies and procedures regarding the offering and receiving of gifts, meals, travel, and entertainment.

Business Partner Compensation

Remuneration paid to us may not be used to provide us, our clients, or third parties with any unjustified benefits.

Conflict of Interest

We avoid conflicts of interest that could undermine their credibility or the Client's trust in us, or the trust of third parties in the Client.

Treatment of Public Office Holders

We do not tolerate and will not engage in the provision, offering, or promising of any unlawful or unjustified benefits to public office holders, regardless of whether such benefits are provided or offered directly or through third parties.

Political Parties

We do not tolerate or engage in the provision of any unlawful tangible or intangible benefits to political parties, their representatives, or candidates for political office. Donations and Sponsorships

We do not make donations legally and solely on a voluntary basis, without expecting any unjustified benefits in return. Sponsoring individuals, groups, or organizations must not be aimed at obtaining unlawful business advantages.

BUSINESS PARTNERS' COMMITMENT TO COMPLY WITH THIS CODE OF CONDUCT

We adhere to ethical standards equivalent to those described above and in the Code of Conduct, and to establish an appropriate system for monitoring compliance and responding to situations where such standards are not met, within a timeframe agreed with the Client. We declare that we will establish at least equivalent requirements for our Contractors, Subcontractors, and Suppliers with respect to services and deliveries to the Client.

The Client operates a whistleblower system as a tool for reporting irregularities. A whistleblower can be any

person, in particular employees, consultants, contractors, subcontractors, suppliers, and sub-suppliers. This is a person who reports irregularities and information about suspected or actual non-compliance, the consequences of which may harm the Contracting Entity. Reports may, in particular, concern criminal activities, corruption, violations of employee rights, or conflicts of interest.

Reporters are protected.

CONSEQUENCES OF NON-COMPLIANCE WITH THE BALTICA 2 CODE OF CONDUCT FOR BUSINESS PARTNERS

In the event of violations of the Code of Conduct, we allow for the implementation of appropriate corrective measures within a reasonable time. We will immediately undertake investigative and corrective actions if we become aware of or suspect non-compliance with the principles set out in the Code of Conduct.

We make this declaration with full awareness of the consequences of misleading the Contracting Entity.

This declaration has been signed electronically.

Appendix No. 7A to DNR - Representation concerning relations with Russia

REPRESENTATION CONCERNING RELATIONS WITH RUSSIA

Public contract award procedure in the form of a open Offer for the **“OFFSHORE WIND FARM BALTICA – 2: expert services for Grid Tests and Power Quality Measurements”**, Procedure no. **POST/BAL/IPT/PROC/00031/2025** (hereinafter: **“Procedure”**).

I. Prohibited relations with Russia

Pursuant to Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia’s actions destabilising the situation in Ukraine, it is prohibited to award or continue the execution of any public procurement contract to a Offerer in specific relations with Russia.

The prohibited relations with Russia are those described in Regulation 833/2014. Article 5k of Regulation 833/2014 provides as follows with regard to the Offerer’s relations with Russia:

Article 5k

“1. It shall be prohibited to award or continue the execution of any public or concession contract falling within the scope of the public procurement Directives, as well as Article 10, paragraphs 1, 3, 6(a) to 6(e), 8, 9 and 10, Articles 11, 12, 13 and 14 of Directive 2014/23/EU, Article 7 and 8, Article 10 (b) to (f) and (h) to (j) of Directive 2014/24/EU, Article 18, Article 21 (b) to (e) and (g) to (i), Articles 29 and 30 of Directive 2014/25/EU and Article 13 (a) to (d), (f) to (h) and (j) of Directive 2009/81/EC, to or with:

- (a) a Russian national, or a natural or legal person, entity or body established in Russia;
- (b) a legal person, entity or body whose proprietary rights are directly or indirectly owned for more than 50 % by an entity referred to in point (a) of this paragraph; or
- (c) a natural or legal person, entity or body acting on behalf or at the direction of an entity referred to in point (a) or (b) of this paragraph,

including, where they account for more than 10% of the contract value, subcontractors, suppliers or entities whose capacities are being relied on within the meaning of the public procurement Directives.”

[...]

4. The prohibitions in paragraph 1 shall not apply to the execution until 10 October 2022 of contracts concluded before 9 April 2022.”

II. SIGNATURE

The undersigned Contractor represents that the Contractor (including legal persons that form part of the Consortium, as specified in the ToR) has no links with Russia, which are prohibited by EU Regulation No 833/2014.

In addition, the undersigned Contractor represents that its subcontractors, suppliers or entities on whose capacity it relies within the meaning of the Public Procurement Directives (e.g. an entity that intends to perform or deliver part of the Agreement, directly or indirectly, or the Supporting Entity defined in the ToR), which account for more than 10% of the value of the contract, have no links with Russia which are prohibited in accordance with the EU Regulation No 833/2014.

[Please enter first name and surname, data and business name of the Contractor]

Name of Contractor:

First name and surname

Signature:

.....

Signed electronically.

Appendix No. 7B to DNR - EXCLUSION POLICY STATEMENT

EXCLUSION POLICY STATEMENT

Public procurement procedure in an open Offer entitled " **OFFSHORE WIND FARM BALTICA – 2: expert services for Grid Tests and Power Quality Measurements** ", Procedure No. POST/BAL/IPT/PROC/00031/2025 (hereinafter referred to as the "Procedure").

On behalf of:

Contractor's Name

Address

Tax Identification Number, National Business Registry Number

I declare, as (Contractor, Contractor jointly applying for the contract, entity providing resources) that:

The Contractor, the Joint Offerders, subcontractors, concessionaires, suppliers, sub-suppliers, consultants, and sub-consultants do not engage in, authorize, or permit their officers, directors, authorized employees, affiliates, agents, or representatives to engage in any Prohibited Practices in connection with the Baltica-2 Wind Farm project, and no exclusion or temporary suspension decision has been issued against the Contractor under the Exclusion Policy available at: <https://www.eib.org/en/about/accountability/anti-fraud/exclusion/index>.

.....
Qualified electronic signature
of the person authorized to represent the Contractor

Appendix No. 8 to DNR - N1. APPENDIX NO 1 - NDA

In a separate file

Appendix No. 9 to DNR - N00. Appendix no 00 - OWF Baltica-2 Grid Expert Company - Invitation

In separate file.

Appendix No. 10 to DNR - Master Document Register

In a separate file.

Appendix No. 11 to DNR - N3. Appendix no 3 - Required documents

In separate file

Appendix No. 12 to DNR - Code of Conduct for business partners

In separate file