

EXTRACT FROM THE PGE CG GENERAL PURCHASING PROCEDURE

PGE CG General Purchasing Procedure is effective as of 16 July 2024.

I OBJECTIVES AND SCOPE

1.1 The aim of the Procedure is to define standards in the process of planning and conducting Purchases at PGE CG Companies.

1.4 The Procedure applies to Non-Public and Public Purchase Procedures to the extent that it does not conflict with the *Act of 11 September 2019 on Public Procurement Law and the implementing acts issued on its basis, as amended* (hereinafter: the Act). The Procedure also applies to Purchases co-financed by aid funds to the extent that it does not conflict with the applicable law and the guidelines of specific aid programmes. Each of the PGE CG Companies may introduce internal regulations concerning Purchases co-financed by aid funds.

1.17 Joint Purchases are governed by the internal regulations of the Procedure Organiser, unless the Director of the Purchasing Department of PGE S.A. decides to apply other internal regulations.

II. ABBREVIATIONS AND DEFINITIONS

Definitions of terms used for the purpose of this document:

2.9 Written Form – a paper document bearing a handwritten signature or an electronic document bearing a qualified electronic signature.

2.10 PGE Capital Group (CG or PGE CG) – PGE S.A. and the PGE CG Companies where PGE S.A. holds the status of a parent company within the meaning of Article 4 §1(4) of the Commercial Companies Code.

2.14 Relevant Contractual Provisions (RCP) – relevant terms and scope of the Purchase Contract, and in the case of Public Purchase Procedures, the draft Contract.

2.22 Tender Committee – a team appointed to prepare and conduct the Purchase Procedure or the Implementing Procedure.

2.25 Most Advantageous Bid – a Bid that presents the most advantageous ratio of quality or other criteria to price or cost, or the offer with the lowest price or cost.

2.26 Bid – a declaration of intent to conclude a Contract submitted by the Contractor to the Awarding Party in response to an invitation to submit Bids or a Purchase Notice or Specification.

2.27 Preliminary Bid – a preliminary declaration of intent to conclude a Contract submitted by the Contractor in the first round of a multi-stage procedure.

2.30 Electronic Form – the form of a document, for the recording and reading of which technical means are used to present information digitally, allowing the identification of the author of the document, in particular, a scan of a paper document signed by hand.

2.31 Bid Increment – the minimum value by which a Bid parameter can be increased or decreased during an electronic auction, indicated in the invitation to auction.

2.32 Implementing Procedure – a Purchase Procedure based on a Framework Contract to select a Contractor for the implementation of a given Purchase covered by the Framework Contract.

2.33 Purchase Procedure – a process aimed at selecting a contractor for the delivery of supplies, services, or construction works, conducted based on internal purchasing regulations issued by PGE S.A. for PGE CG and by the PGE CG Company, as well as on the Public Procurement Law or the Civil Code.

2.34 Procedure – *PGE CG General Purchasing Procedure.*

2.37 Specification/ToR/Description of needs and requirements – a document containing information and requirements allowing the submission of a Preliminary Bid/Bid in the Purchase Procedure.

2.38 PGE CG Company – an entity/entities under commercial law comprising the PGE Capital Group.

2.41 Procurement System – an IT tool supporting the purchase process in the PGE CG.

2.44 Contract – a mutual declaration of intent of two or more parties aimed at establishing, amending, or abolishing a specific legal state. A Contract is understood in particular as: a Framework Contract, a Purchase Contract, an addendum to a Contract, an order to a Framework Contract, a SAP MM Order, an Order.

2.45 Framework Contract – concluded as a result of a Purchase Procedure between the Awarding Party and one or more Contractors, aimed at establishing the conditions for paid Purchases that may be made during its validity period.

2.46 Purchase Contract – a paid Contract concluded as a result of a Purchase Procedure between the Awarding Party and the Contractor, the subject of which are supplies, services, or construction works, or a Framework Contract.

2.47 Data Processing Agreement – an Agreement concluded between the Awarding Party and the Contractor as a result of a Purchase Procedure for the entrustment of personal data processing, aimed at establishing the conditions for entrusting personal data for processing due to the necessity of taking actions necessary to perform the service referred to in the Contract.

2.48 Data Sharing Agreement – an Agreement concluded between the Awarding Party and the Contractor as a result of a Purchase Procedure for the sharing of personal data, aimed at establishing the conditions for sharing personal data due to the necessity of taking actions necessary to perform the service referred to in the Contract.

2.50 Act – the Act of 11 September 2019 on Public Procurement Law and the implementing acts issued on its basis, as amended.

2.53 Request to participate in the Purchase Procedure/Request – a declaration of intent to participate in the Purchase Procedure submitted by the Contractor in the first round of a multi-stage Purchase Procedure.

2.55 Preliminary Market Consultation – a set of activities preceding the initiation of the Purchase Procedure conducted in the form of market consultation to obtain information necessary to prepare the description of the Purchase subject, the Specification, or to determine the conditions of the Purchase Contract and to inform contractors about the Awarding Party's plans and requirements for the Contract.

2.56 Contractor – a natural person, legal entity or unincorporated organisational unit which offers the Purchase subject on the market or applies for the Purchase Contract, has submitted a Request to participate in the Purchase Procedure/Preliminary Bid/Bid, or has concluded a Contract.

2.57 Purchase/Order – the supply, service, or construction work being the subject of the Purchase Procedure, the aim of which is to select a Contractor.

2.58 Procurer – the PGE CG Company for which the Purchase is being made, and in the case of Joint Procurements, the PGE CG Companies participating in the Purchase Procedure covered by the Joint Procurement. In the case of Purchase Procedures conducted on behalf of and for a given PGE CG Company or in the case of Joint Procurements, all references to the term Awarding Party in the Procedure refer to the Procedure Organiser or Proxy.

2.60 Joint Procurement – a purchase to be made in a Purchase Procedure conducted on behalf of and for at least two PGE CG Companies, provided that such a Purchase does not concern two PGE CG Companies from one segment in the PGE CG.

2.61 Request for Information (RFI) – a request addressed to potential Contractors aimed at obtaining information about market conditions regarding the execution of the Purchase, for the preparation of a future Purchase Procedure. In the RFI, no direct consultations or negotiations with Contractors are conducted.

VIII RULES OF CONDUCTING NON-PUBLIC PURCHASE PROCEDURES

8.1 GENERAL PRINCIPLES

8.1.1 Purchase Procedures to which the Act does not apply (Non-Public), are prepared and conducted in compliance with the principles of fair competition and equal treatment of Contractors, as well as the principles of the best quality and economic efficiency of Purchases made, and transparency and proportionality.

8.2 DESCRIPTION OF THE SUBJECT OF THE CONTRACT

8.2.1 The internal customer describes the Purchase subject clearly and exhaustively using sufficiently precise and comprehensible terms, taking into account all requirements and circumstances that may affect the preparation of the Request to participate in the Purchase Procedure/Preliminary Bid/Bid.

8.2.2 In the description of the Purchase subject, the internal customer specifies the required characteristics of supplies, services, or construction works. These characteristics may relate in particular to a specific process, production method, execution of the required supplies, services, or construction works, or a particular process of another stage of their life cycle, even if these factors are not their essential element, provided that they are related to the Purchase subject and proportionate to its value and objectives.

8.2.6 Modifications to the description of the Purchase subject/draft Contract are allowed at any stage of the Purchase Procedure until the final selection of the Most Advantageous Bid, provided that this does not violate the principles of fair competition and equal treatment of Contractors.

8.4 BID EVALUATION CRITERIA

8.4.1 Bid evaluation criteria must be related to the Purchase subject. They may include:

- a. qualitative criteria and price or cost,
- b. price or cost,
- c. other aspects related to the Purchase subject.

8.4.2 Qualitative criteria may include, in particular, criteria related to: quality, including technical parameters, after-sales service, technical assistance, delivery or execution conditions such as deadline, method, or delivery time, execution period, aesthetic and functional properties, social aspects, environmental aspects, innovative aspects, organisation of qualifications and experience of the persons designated to perform the contract – if they can affect the quality of its performance.

8.4.3 In procedures where the Purchase subject includes creative or scientific activities, the result of which cannot be described in advance in a clear or exhaustive manner, the Most Advantageous Bid is selected based solely on price or cost and qualitative criteria.

8.4.4 In the Purchase Notice or ToR, the Awarding Party specifies the Bid evaluation criteria and the weight assigned to each of the criteria chosen to determine the Most Advantageous Bid in the Purchase Procedure. However, the Awarding Party is not obliged to inform Contractors before opening the Bids about the specific method of evaluation within the individual criteria as determined in the internal documents of the Purchase Procedure.

8.4.5 In the Purchase Procedure, the Bid evaluation criteria may concern the characteristics of the Contractor, in particular, their experience.

8.4.6 The selection of the Contractor who will be awarded the Contract in the Implementing Procedure under a Framework Contract may be based on price or non-price criteria, particularly concerning quality, functionality, methodology, creativity of the solution proposed by the Contractor, as well as the Contractor's characteristics, in particular, their experience.

8.5 FORM OF ACTING AND COMMUNICATING IN A PURCHASE PROCEDURE

8.5.1 The Purchase Procedure is conducted using electronic means of communication (including e-mail) and the Procurement System, while the Director of the Purchasing Department may permit the Purchase Procedure or the Implementing Procedure to be conducted entirely or in part in Written Form, in Electronic Form using electronic means of communication. In the case of a PGE CG Company not having a Procurement System in place, Purchase Procedures may be conducted in Written Form, in Electronic Form using electronic means of communication.

8.5.2 The form in which the Request to participate in the Purchase Procedure/Preliminary Bid/Bid should be submitted will always be specified in the invitation to participate in the Procedure, Specification/Notice, whereas in the case of submission of the Request to participate in the Purchase Procedure/Preliminary Bids/Bids via the Procurement System, the Request to participate in the Purchase Procedure/Preliminary Bid/Bid will be submitted in Electronic Form.

8.5.3 The rules of communication with the Contractor and the formal requirements regarding the documents and statements submitted in the Purchase Procedure are specified in the Purchase Notice, the invitation to participate in the Purchase Procedure/Specification, or Description of needs and requirements.

8.6 BID SECURITY

8.6.1 Bid security may be required in the Purchase Procedure.

8.6.2 The bid security is set at up to 3% of the Estimated Value of the Purchase. If the Awarding Party allows for partial bids or awards Purchases in parts, the bid security amount is specified for each part.

8.6.3 The bid security in the Purchase Procedure may be provided in the following forms: cash, bank guarantee, insurance guarantee. The acceptable forms and amount of bid security are always specified in the Purchase Notice, the invitation to participate in the Purchase Procedure, the invitation to submit Preliminary Bids/Bids, or the Specification or Description of needs and requirements.

8.6.4 The bid security provided in cash is held in a bank account.

8.6.5 The Awarding Party returns the bid security to the Contractors, subject to point 8.6.7, immediately after the cancellation of the Purchase Procedure or the selection of the Bid, except for the bid security of the Contractor whose Bid was selected as the Most Advantageous Bid. The bid security of the Contractor whose Bid was selected as the Most Advantageous Bid is returned by the Awarding Party immediately after the conclusion of the Purchase Contract and the submission of the Purchase Contract performance security, if required.

8.6.6 The bid security provided in cash will be returned to the Contractor to the same bank account from which the bid security was paid unless the Contractor specifies a different bank account along with a justification. The Contractor's request for the return of the bid security to a different bank account is communicated to the compliance area for analysis before the return is made.

8.6.7 The Awarding Party returns the bid security to the Contractor in the Purchase Procedure in cases where the Contractor has withdrawn the Bid before the deadline for submitting Bids or has not submitted a Bid but has provided the bid security, the Contractor has been excluded, or the Contractor's Bid has been rejected, or the Bid was submitted after the deadline.

8.6.8 The return of the bid security provided in cash is carried out by the organisational unit designated as responsible in the respective PGE CG Company. The PGE CG Company determines the detailed rules for keeping and returning the bid security in its internal regulations.

8.6.9 The Awarding Party may retain the bid security in cases where the Contractor fails to enter into the Purchase Contract, fails to confirm the Bid submitted in the electronic auction, fails to confirm the negotiated terms during trade negotiations, or has not provided the Purchase Contract performance security in due time.

8.7 MODES OF CONDUCTING PURCHASE PROCEDURES

8.7.1 Purchase Contracts are awarded in open or restricted modes.

8.7.2 Open modes include: open tender and open negotiations.

8.7.3 Restricted modes include: closed negotiations, request for quotation, and single source procurement.

8.8 RULES OF CONDUCTING PURCHASE PROCEDURES

8.8.1 In a Purchase Procedure, the Tender Committee may first evaluate the Bids and then examine if the Contractor whose Bid was evaluated as the Most Advantageous Bid is not subject to exclusion and meets the conditions for participation in the Purchase Procedure, provided that this possibility is foreseen in the Specification, Purchase Notice, invitation to participate in the Procedure, or invitation to submit Bids. If the Contractor is subject to exclusion or does not meet the conditions for participation, the Awarding Party re-examines and re-evaluates the Bids of the remaining Contractors, and then examines the next Contractor whose Bid was evaluated as the highest for lack of exclusion grounds and compliance with participation conditions. The Awarding Party continues the procedure of re-examining and re-evaluating Bids until the Most Advantageous Bid is selected or the Purchase Procedure is cancelled.

8.8.2 Extending the deadline for submitting Requests to participate in the Purchase Procedure/Preliminary Bids/Bids, as well as changing the date of negotiations (trade negotiations) or electronic auction, does not constitute a modification requiring acceptance.

8.8.3 During the Purchase Procedure conducted in the mode of request for quotation or closed negotiations, to increase competition, additional Contractors can be invited to participate in the Purchase Procedure until the deadline for submitting Requests to participate in the Purchase Procedure/Preliminary Bids in the case of closed negotiations, or, in the case of request for quotation, until the deadline for submitting Bids, while maintaining the principle of equal treatment of Contractors.

8.9 OPEN TENDER

8.9.1 An open tender is a mode in which, in response to a Purchase Notice or Specification, all interested Contractors can submit Bids. An open tender can be applied to any Purchase Procedure.

8.9.2 The Awarding Party initiates the Purchase Procedure as an open tender by posting the Purchase Notice or Specification in the Procurement System, while PGE CG Companies that do not have a Procurement System post it on their respective websites.

8.9.5 The Tender Committee, after receiving the Bids, conducts additional trade negotiations or an electronic auction, in accordance with the rules specified in points 9.6.3 to 9.6.15 of the Procedure. The Tender Committee may recommend not to proceed with the trade negotiations or the electronic auction.

8.10 OPEN NEGOTIATIONS

8.10.1 Open negotiations are where Contractors are invited to participate in the Purchase Procedure by publishing the Specification or Purchase Notice in the Procurement System. PGE CG Companies that do not have a Procurement System publish the said documents on their respective websites.

8.10.4 Contractors apply for participation in the Purchase Procedure in the form specified in the Purchase Notice/Specification (Request to participate in the Purchase Procedure or Preliminary Bid).

8.10.5 The Tender Committee may recommend inviting to the negotiations all Contractors who have submitted Requests to participate in the Procedure or Preliminary Bids, in cases where the conditions for participation in the procedure or the rules for evaluating the fulfilment of the requirements set by the Awarding Party have not been specified in order to determine the ranking of Contractors, or only those Contractors who meet the conditions for participation in the Procedure or have obtained the highest rating for meeting the requirements set by the Awarding Party (prequalification). The Tender Committee may also recommend inviting to the negotiations Contractors who, as of the date of the invitation to negotiate, have not yet demonstrated that they meet the conditions for participation in the Purchase Procedure.

8.10.6 The Tender Committee conducts negotiations with Contractors, which may also be conducted via electronic means of communication. Negotiations with Contractors are confidential.

8.10.7 The negotiations may concern, in particular: the supplementation or clarification of the Purchase subject, the terms of Contract performance, and price conditions. Upon completion of discussions with Contractors (negotiations), the Awarding Party creates/amends the Specification on the basis of the information obtained during the negotiations.

8.10.8 After the negotiations, the Awarding Party invites all Contractors who participated in the negotiations to submit Bids, providing the Specification.

8.10.9 Following the submission of Bids, the Tender Committee additionally conducts trade negotiations or an electronic auction, in accordance with the rules set out in points 9.6.3 to 9.6.15 of the Procedure. The Tender Committee may recommend not to proceed with the trade negotiations or the electronic auction.

8.10.10 If only one Preliminary Bid is received or if only one Preliminary Bid is not subject to rejection, the Awarding Party may decide not to proceed with the negotiations or the collection of Bids. The provisions of point 8.10.9 apply without changes.

8.11 CLOSED NEGOTIATIONS

8.11.1 Closed negotiations are where selected Contractors, in a number ensuring competition, not less than three, are invited to participate in the Purchase Procedure by providing the Specification or an invitation to participate in the Purchase Procedure. Inviting two Contractors to the Purchase Procedure must be justified in the Purchase Request.

8.11.3 The Tender Committee conducts negotiations with the Contractors, which can also be conducted via electronic means of communication. Negotiations with Contractors are confidential.

8.11.4 Contractors apply for participation in the Purchase Procedure in the form specified in the invitation to participate in the Purchase Procedure/Specification (Request to participate in the Procedure or Preliminary Bid).

8.11.5 The Tender Committee may recommend inviting to the negotiations all Contractors who have submitted Requests to participate in the Procedure or Preliminary Bids, in cases where the conditions for participation in the procedure or the rules for evaluating the fulfilment of the requirements set by the Awarding Party have not been specified in order to determine the ranking of Contractors, or those Contractors who meet the conditions for participation in the Procedure or have obtained the highest rating for meeting the requirements set by the Awarding Party (prequalification). The Tender Committee may also recommend inviting to the negotiations Contractors who, as of the date of the invitation to negotiate, have not yet demonstrated that they meet the conditions for participation in the Purchase Procedure.

8.11.6 The negotiations may concern, in particular: the supplementation or clarification of the Purchase subject, the terms of Contract performance, and price conditions. Upon completion of discussions with Contractors (negotiations), the Awarding Party creates/amends the Specification on the basis of the information obtained during the negotiations.

8.11.7 After the negotiations, the Awarding Party invites all Contractors who participated in the negotiations to submit Bids, providing the Specification.

8.11.8 Following the submission of Bids, the Tender Committee additionally conducts trade negotiations or an electronic auction, in accordance with the rules set out in points 9.6.3 to 9.6.15 of the Procedure. The Tender Committee may recommend not to proceed with the trade negotiations or the electronic auction.

8.11.9 If only one Preliminary Bid is received or if only one Preliminary Bid is not subject to rejection, the Awarding Party may decide not to proceed with the negotiations or the collection of Bids. The provisions of point 8.11.8 apply without changes.

8.12 REQUEST FOR QUOTATION

8.12.1 A request for quotation is a mode in which selected Contractors, in a number ensuring competition, not less than three, are invited to participate in the Purchase Procedure by providing the Specification. Inviting two Contractors to the Purchase Procedure must be justified in the Purchase Request.

8.12.4 Following the submission of Bids, the Tender Committee additionally conducts trade negotiations or an electronic auction, in accordance with the rules set out in points 9.6.3 to 9.6.15 of the Procedure. The Tender Committee may recommend not to proceed with the trade negotiations or the electronic auction.

8.13 SINGLE SOURCE PROCUREMENT

8.13.1 Single source procurement is a mode in which the Purchase Contract is awarded after negotiations with only one Contractor.

8.13.3 The Tender Committee provides the Contractor with an invitation to participate in the Purchase Procedure containing information enabling the Contractor to prepare for the negotiations, in particular the RCP or draft Purchase Contract.

8.13.4 In the single source procurement, trade negotiations or an electronic auction are not conducted after the negotiation process is completed.

8.14 IMPLEMENTING PROCEDURES FOR FRAMEWORK CONTRACTS

8.14.1 The rules for making Purchases based on Framework Contracts concluded as a result of the Purchase Procedure are determined by the internal regulations of the individual PGE CG Companies.

8.15 REQUIREMENTS FOR CONTRACTORS

8.15.1 Conditions for Contractors' participation in the Purchase Procedure

8.15.1.1 Participation in the Purchase Procedure is available for Contractors who:

8.15.1.1.1 are not subject to exclusion,

8.15.1.1.2 meet the conditions for participation in the Purchase Procedure, namely:

- a. have the necessary technical or professional capabilities to carry out the Purchase, in particular, knowledge and experience, and have the technical potential and personnel capable of carrying out the Purchase,
- b. hold the licences to conduct specific business or professional activities if separate regulations require the such licences,
- c. are in an economic or financial situation ensuring the execution of the Purchase,

provided that the appropriate conditions have been specified by the Awarding Party in the Purchase Notice, ToR or invitation to participate in the Purchase Procedure.

8.15.1.2 The Awarding Party may admit to the Purchase Procedure Contractors jointly applying for the Purchase (e.g., a consortium). In the case of admitting Contractors jointly applying for the Purchase to the Purchase Procedure, the provisions concerning the Contractor apply accordingly. Contractors jointly applying for the Purchase bear joint and several liability for the performance of the Purchase Contract and for providing the Purchase Contract performance security, unless the Awarding Party decides otherwise, of which it will inform the Contractors. The Awarding Party may require the submission of an agreement regulating the cooperation of Contractors jointly applying for the Purchase (e.g., a Consortium Agreement).

8.15.1.3 To confirm compliance with the conditions for participation in the Purchase Procedure, in appropriate situations and with respect to a specific Purchase or part of it, the Awarding Party may allow the Contractor to rely on the technical or professional capabilities or the financial or economic situation of entities providing resources, regardless of the legal nature of their relations with them. Such an option and the requirements the Contractor must meet when using the resources of entities providing resources should be specified in the Purchase Notice, ToR, or invitation to participate in the Purchase Procedure. Regarding conditions relating to education, professional qualifications or experience, Contractors may rely on the capabilities of entities providing resources if these entities will carry out the construction works or services for which these capabilities are required.

8.15.1.4 If justified by the specificity of the Purchase subject, the Awarding Party may not consent to the execution of the Purchase with the help of subcontractors/specify the obligation for the Contractor to personally execute the entire or part of the Order, of which it informs the Contractors in the ToR/invitation to participate in the Purchase Procedure.

8.15.2 Documents confirming the fulfilment of the conditions for Contractors' participation in the Purchase Procedure

8.15.2.1 The Awarding Party requires the Contractor to submit a statement on the absence of grounds for exclusion referred to in point 9.4.2 and on meeting the conditions for participation in the Purchase Procedure referred to in point 8.15.1.1.2 of the Procedure if the relevant requirements regarding these conditions or grounds for exclusion were specified in the Purchase Notice, ToR, or invitation to participate in the Purchase Procedure. In the case of obligatory grounds for exclusion specified in point 9.4.3 of the Procedure, the Awarding Party requires the Contractor to at least provide a statement of non-exclusion on this ground.

8.15.2.2 To confirm the fulfilment of the conditions for participation in the Purchase Procedure or the absence of grounds for exclusion, the Awarding Party may require the Contractor to submit relevant documents and statements.

8.15.2.3 If the Contractor indicates in the Request to participate in the Purchase Procedure/Preliminary Bid/Bid the availability of current statements or documents to confirm compliance with the conditions for participation in the Purchase Procedure and non-exclusion, in Electronic Form at specified internet addresses of publicly accessible and free databases, the Tender Committee retrieves them from these databases, provided that it can access them.

8.15.2.4 If the Contractor indicates in the Request to participate in the Purchase Procedure/Preliminary Bid/Bid statements or documents to confirm compliance with the conditions for participation in the Purchase Procedure and non-exclusion that are in the possession of the Awarding Party, in particular, statements or documents stored by the Awarding Party in connection with other Purchase Procedures, the Tender Committee may decide to use the statements or documents in its possession, provided they are up-to-date.

8.15.2.5 The Awarding Party may also use statements and documents in its possession and use databases containing documents that are available to the Awarding Party, even if the Contractor does not mention it in the Bid/Preliminary Bid/Request to participate in the Procedure.

IX ACTIVITIES IN A NON-PUBLIC PURCHASE PROCEDURE

9.1 CLARIFICATION AND MODIFICATION OF PURCHASE PROCEDURE CONDITIONS

9.1.1 If a query regarding the invitation to participate in the Purchase Procedure, Specification or Purchase Notice is received from a Contractor in the Purchase Procedure, the Tender Committee shall provide a response. The Tender Committee may decide not to respond to a query if it is received less than 3 working days before the deadline for submitting Bids.

9.1.2 The content of the response is provided to all Contractors without revealing the source of the query.

9.1.3 The Tender Committee may publish the content of the response via the Procurement System or on the website of the PGE CG Company without the need for additional, individual sending of the response to the Contractors, provided that information on such a form of response provision was included in the invitation to participate in the Purchase Procedure or Purchase Notice or Specification.

9.1.4 During the Purchase Procedure, the Tender Committee may modify the content of the invitation to participate in the Purchase Procedure, Purchase Notice, Specification, in particular the description of the Purchase subject, criteria for evaluating Bids and their significance, conditions for participation in the Purchase Procedure, requirements for the admission of Contractors to the next stage of the Purchase Procedure (prequalification conditions), as well as the RCP or draft Purchase Contract, provided that these changes do not violate the principles of fair competition and equal treatment of Contractors.

9.1.5 The Tender Committee, on its own initiative or at the request of a Contractor, may extend the deadline for submitting Requests to participate in the Purchase Procedure or Preliminary Bids/Bids for additional time necessary to prepare the Requests to participate in the Purchase Procedure or Preliminary Bids/Bids. This also applies to changing the negotiation (trade negotiations) and electronic auction dates.

9.1.6 Information is provided to Contractors participating in the procedure on an equal basis.

9.2 OPENING OF BIDS

9.2.1 In the Purchase Procedure, the opening of Bids is not public. PGE CG Companies may specify in internal regulations the manner and scope of information provided from the opening of Bids.

9.2.2 A Bid submitted after the deadline is not subject to examination and evaluation.

9.2.3 A Contractor's Bid that was submitted after the deadline is not returned unless the Tender Committee decides to return the Bid to the Contractor.

9.3 CLARIFICATION AND SUPPLEMENTATION OF THE REQUEST/BID

9.3.1 The Tender Committee calls upon Contractors who did not submit powers of attorney, statements, or documents required by the Awarding Party within the deadline or submitted incomplete or erroneous powers of attorney, documents, and statements, to supplement or clarify them within a specified period.

9.3.2 During the examination and evaluation of Requests/Bids, the Tender Committee may request Contractors to provide explanations regarding the content of the submitted Requests/Bids.

9.3.3 In the case of obvious errors in the Request/Bid, the Tender Committee corrects them and notifies the Contractor of their correction. In the case of other errors, the Tender Committee may call upon the Contractor to agree to the correction of errors in the manner indicated by the Awarding Party within a specified period.

9.3.4 The Tender Committee may refrain from correcting errors and supplementing and clarifying Requests/Bids, provided it does not affect the selection of the Most Advantageous Bid.

9.4 EXCLUSION OF A CONTRACTOR

9.4.1 The Awarding Party excludes from the Purchase Procedure a Contractor who has not met the specified conditions for participation in the Purchase Procedure or is subject to grounds for exclusion, provided that the conditions for participation or grounds for exclusion (optional grounds) were specified in the Procedure, subject to points 9.4.3 and 9.4.7 of the Procedure. The conditions for participation in the Purchase Procedure or grounds for exclusion are established individually for a given Purchase Procedure, depending on the decision of the Procedure Initiator/Tender Committee, taking into account the provisions of point 9.4.2 (optional grounds for exclusion) and subject to point 9.4.3 of the Procedure (obligatory grounds for exclusion).

9.4.2 A Contractor may be excluded from the Purchase Procedure (optional grounds for exclusion) where:

9.4.2.1 The Contractor does not meet or has not demonstrated meeting the conditions for participation in the Purchase Procedure.

9.4.2.2 The Contractor who is a natural person, and in the case of other Contractors – a member of its managing or supervisory body, a partner in a general or partnership company, or a general partner in a limited or joint-stock partnership, or a proxy, has been legally convicted for an offence:

9.4.2.2.1 of participating in an organised crime group or association aimed at committing a crime or fiscal offence, as referred to in Article 258 of the Penal Code,

9.4.2.2.2 of human trafficking, as referred to in Article 189a of the Penal Code,

9.4.2.2.3 referred to in Articles 228 to 230a and 250a of the Penal Code, Articles 46 to 48 of the Act of 25 June 2010 on Sport, or Article 54(1) to (4) of the Act of 12 May 2011 on the reimbursement of medicines, food for special medical purposes and medical devices,

9.4.2.2.4 of financing a crime of a terrorist nature, as referred to in Article 165a of the Penal Code, or a crime of preventing or hindering the determination of the criminal origin of money or concealing its origin, as referred to in Article 299 of the Penal Code,

9.4.2.2.5 of a terrorist nature, as referred to in Article 115 §20 of the Penal Code, or aimed at committing this crime,

9.4.2.2.6 of employing foreign nationals who are minors, as referred to in Article 9(2) of the Act of 15 June 2012 concerning the effect of employing foreigners residing illegally on the territory of the Republic of Poland,

9.4.2.2.7 against economic turnover, as referred to in Articles 296 to 307 of the Penal Code, fraud, as referred to in Article 286 of the Penal Code, a document fraud, as referred to in Articles 270 to 277d of the Penal Code, or a fiscal offence, or for a relevant prohibited act specified in the provisions of foreign law.

9.4.2.3 The Contractor has been prohibited from seeking public contracts.

9.4.2.4 The Awarding Party may determine, based on credible grounds, that the Contractor has entered into an agreement with other Contractors to distort competition, especially if, being part of the same capital group within the meaning of the Act of 16 February 2007 on competition and consumer protection, they have submitted separate Requests to participate in the Purchase Procedure/Preliminary Bids/Bids, unless they demonstrate that they prepared the Requests to participate in the Purchase Procedure/Preliminary Bids/Bids independently of each other.

9.4.2.5 The Contractor unlawfully influenced or attempted to influence the Awarding Party's actions or tried to obtain or obtained confidential information that could give them an advantage in the Purchase Procedure.

9.4.2.6 The Contractor does not guarantee the proper execution of the Purchase due to ongoing proceedings against them or members of the Contractor's company bodies for committing a crime related to their business activity.

9.4.2.7 The Contractor is in liquidation, declared bankrupt, its assets are being administered by a liquidator or court, it has made an arrangement with creditors, its business has been suspended, or it is in a similar situation as a result of a similar procedure under the laws of the place where such procedure has been initiated.

9.4.2.8 The Contractor has failed to perform or has improperly performed any obligation under any other Purchase Contract entered into with any PGE CG Company or any other entity.

9.4.2.9 The Contractor advised or was otherwise involved in the preparation of the Purchase Procedure and this resulted in a distortion of competition due to the involvement of such a Contractor or an entity which belongs to the same capital group as the Contractor, within the meaning of the Act of 16 February 2007 on competition and consumer protection, unless this distortion of competition can be eliminated in a way other than by excluding the Contractor from the Purchase Procedure.

9.4.2.10 The Contractor has failed to perform a Purchase Contract concluded by the given Awarding Party or has performed it improperly.

9.4.2.11 The Contractor refused to conclude a Contract after the Purchase Procedure was conducted.

9.4.2.12 The Contractor, due to recklessness or negligence, presented misleading information that could have had a significant impact on the decisions made by the Awarding Party in the Purchase Procedure.

9.4.2.13 The Contractor, due to deliberate action or gross negligence, misled the Awarding Party in presenting information that they are not subject to exclusion, meet the conditions for participation in the Purchase Procedure or the selection criteria, which could have had a significant impact on the decisions made by the Awarding Party in the Purchase Procedure, or concealed such information.

9.4.2.14 The Contractor is in arrears with the payment of taxes, fees, or social or health insurance contributions, unless the Contractor makes the payments due for taxes, fees, or contributions before the deadline for submitting Requests to participate in the Procedure or Bids and can demonstrate this to the Awarding Party.

9.4.3 A Contractor is excluded from the Purchase Procedure (obligatory grounds for exclusion) where:

9.4.3.1 The Contractor is listed in the schedules specified in Council Regulation (EC) No 765/2006 of 18 May 2006 concerning restrictive measures in view of the situation in Belarus and the involvement of Belarus in the Russian aggression against Ukraine (hereinafter: Regulation 765/2006) and Council Regulation (EU) No 269/2014 of 17 March 2014 concerning restrictive measures in respect of actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine (hereinafter: Regulation 269/2014) or listed based on a decision on listing ruling on the application of a measure referred to in Article 1(3) of the Act of 13 April 2022 on special solutions to counteract the support for aggression against Ukraine and to protect national security (hereinafter: the Act to Counteract Support).

9.4.3.2 The Contractor's beneficial owner, within the meaning of the Act of 1 March 2018 on counteracting money laundering and terrorist financing, is a person listed as specified in Regulation 765/2006 and Regulation 269/2014 or has been listed or constitutes such a beneficial owner from 24 February 2022, provided they were listed based on a decision on listing ruling on the application of a measure referred to in Article 1(3) of the Act to Counteract Support.

9.4.3.3 The Contractor's parent company, within the meaning of Article 3(1)(37) of the Accounting Act of 29 September 1994, is an entity listed as specified in Regulation 765/2006 and Regulation 269/2014 or has been listed or constitutes such a parent company from 24 February 2022, provided they were listed based on a decision on listing ruling on the application of a measure referred to in Article 1(3) of the Act to Counteract Support.

9.4.3.4 The following persons participate in the Contractor:

- a. Russian citizens or natural or legal persons, entities, or bodies based in Russia,
- b. legal persons, entities, or bodies directly or indirectly owned in more than 50% by an entity referred to in point (a) of this section, or
- c. natural or legal persons, entities, or bodies acting on behalf or under the direction of an entity referred to in point (a) or (b) of this section, including subcontractors, suppliers, or entities on whose capacities the Contractor relies to demonstrate compliance with the conditions for participation in the Purchase Procedure, within the meaning of the Public Procurement Directives (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), where they account for more than 10% of the value of the Order.

9.4.4 A Contractor who was not invited to the next stage of the Purchase Procedure after prequalification is treated as excluded.

9.4.6 The exclusion of a Contractor occurs in the cases referred to:

- a. in points 9.4.2.2.1 to 9.4.2.2.7, for a period of 5 years from the date the judgement confirming the occurrence of one of the exclusion grounds becomes final, unless a different exclusion period was specified in that judgement,
- b. in point 9.4.3.2, for the period for which the prohibition on seeking public contracts has been legally imposed,
- c. in points 9.4.2.4 to 9.4.2.5, 9.4.2.7 to 9.4.2.8, and 9.4.2.10 to 9.4.2.11, for a period of 3 years from the occurrence of the event constituting the for exclusion,
- d. in point 9.4.2.12, for a period of one year from the occurrence of the event constituting the grounds for exclusion,
- e. in point 9.4.2.13, for a period of 2 years from the occurrence of the event constituting the grounds for exclusion,
- f. in points 9.4.3.1 to 9.4.3.4, for the duration of the circumstances indicated in those points.

9.4.7 The Awarding Party may decide not to exclude a Contractor on the grounds referred to in points 9.4.2.2, 9.4.2.4, 9.4.2.7 to 9.4.2.8, and 9.4.2.10 to 9.4.2.13 above, if the Contractor jointly demonstrates that:

9.4.7.1 they have repaired or undertaken to repair the damage caused by the crime, offence or misconduct, including by financial compensation,

9.4.7.2 they have fully explained the facts and circumstances relating to the crime, offence or misconduct and the damage caused by it, and have actively cooperated with the competent authorities, including law enforcement authorities, or the Awarding Party, and

9.4.7.3 they have taken appropriate technical, organisational or personnel measures to prevent further crimes, offences or improper conduct, in particular:

- a. they have severed all ties with the persons or entities responsible for the Contractor's improper conduct,
- b. they have reorganised their staff,
- c. they have established a reporting and control system,
- d. they have established internal structures to monitor compliance with laws, internal regulations or standards,
- e. they have established internal rules on liability and compensation for non-compliance with laws, internal rules or standards.

9.4.8 The assessment of the circumstances referred to in point 9.4.7 above takes into account the severity and specific circumstances of the Contractor's act and whether the measures taken by them are sufficient to demonstrate their reliability. If the measures taken by the Contractor referred to in point 9.4.7 above are deemed insufficient to demonstrate their reliability by the Awarding Party, the Awarding Party excludes the Contractor.

9.4.9 In the case of exclusion of a Contractor based on points 9.4.2.8 and 9.4.2.10 of the Procedure and Article 109(1)(5) and (7) of the Act, the Director of the Purchasing Department of the PGE CG Company or the Director of the Purchasing Department of the company serving the PGE CG Company in the purchasing area, or the Director of the organisational unit supervising purchases in the PGE CG Company is obliged, within 7 days of the decision to exclude the Contractor from the Purchase Procedure, based on the aforementioned grounds for exclusion, to inform the purchasing departments of the PGE CG Companies thereof, providing the name, address, tax identification number (NIP) of the Contractor, as well as the legal and factual basis for the exclusion.

9.5 REJECTION OF THE CONTRACTOR'S REQUEST/BID

9.5.1 The Awarding Party rejects the Request to participate in the Purchase Procedure/Preliminary Bid/Bid if:

- a. the Request to participate in the Purchase Procedure/Preliminary Bid/Bid was submitted after the deadline for submitting Requests to participate in the Purchase Procedure/Preliminary Bids/Bids,
- b. the Request to participate in the Purchase Procedure/Preliminary Bid/Bid was submitted by a Contractor subject to exclusion from the procedure or not meeting the conditions for participation in the Procedure,
- c. the Request to participate in the Purchase Procedure/Preliminary Bid/Bid does not comply with the requirements specified by the Awarding Party in the Purchase Procedure documents, subject to point 9.5.3 below,
- d. the Bid contains an abnormally low price or cost in relation to the Purchase subject,
- e. the Preliminary Bid/Bid is invalid under applicable law,
- f. the Contractor, upon the Awarding Party's request, did not correct errors in the Preliminary Bid/Bid or did not agree to their correction by the Awarding Party,
- g. the Contractor did not supplement or provide explanations regarding their Request to participate in the Purchase Procedure/Preliminary Bid/Bid upon the Awarding Party's request, provided that the Awarding Party has the right to request the Contractor to provide explanations or make supplements more than once,
- h. the Contractor submitted a Request to participate in the Purchase Procedure/Preliminary Bid/Bid without being invited to submit the Request to participate in the Purchase Procedure/Preliminary Bid/Bid, if the procedure is conducted in a mode that provides for an invitation to submit the Request to participate in the Purchase Procedure/Preliminary Bid/Bid,
- i. the Request to participate in the Purchase Procedure/Preliminary Bid/Bid was submitted under conditions of unfair competition within the meaning of the Act of 16 April 1993 on combating unfair competition,
- j. the Contractor did not agree to extend the validity period of the Preliminary Bid/Bid or did not agree to the selection of their Bid after the validity period of the Preliminary Bid/Bid,
- k. the Contractor failed to provide the bid security or failed to maintain the bid security until the expiration of the bid validity period or provided the bid security incorrectly,
- l. the Bid was submitted without a site inspection or without checking the documents necessary for the execution of the order available at the Awarding Party's premises if required by the Awarding Party in the Purchase documents,
- m. the Request to participate in the Purchase Procedure/Preliminary Bid/Bid was prepared or submitted in a manner inconsistent with the technical or organisational requirements for preparing or submitting Preliminary Bids/Requests to participate in the Purchase Procedure/Bids specified in the ToR/Purchase Notice/invitation to participate in the Procedure,
- n. in the case specified in point 9.6.23 of the Procedure.

9.5.3 In justified cases, the Tender Committee may decide to admit to trade negotiations a Contractor whose Preliminary Bid/Bid does not meet some of the requirements specified by the Awarding Party in the Purchase Procedure documents. If the conducted trade negotiations do not lead to the conformity of the Preliminary Bid/Bid with the Purchase Procedure documents, it is rejected based on point 9.5.1(c) above.

9.6 SELECTION OF THE MOST ADVANTAGEOUS BID

9.6.1 In the Purchase Procedure, the evaluation of Bids is based on the evaluation criteria specified by the Tender Committee. The Tender Committee is not obliged to inform Contractors about the detailed method of Bid evaluation within the individual criteria before the evaluation. Only the Bid of a Contractor who has demonstrated compliance with the conditions for participation in the procedure and the absence of exclusion grounds, in accordance with the requirements of the tender notice/ToR/invitation to participate in the Purchase Procedure, can be considered the most advantageous.

9.6.3 All Contractors who submitted Bids not subject to rejection, subject to point 9.5.3 above, and in the case of prequalification of Contractors (if such information was indicated in the invitation to participate in the Purchase Procedure, Notice, or ToR), whose Requests to participate in the Purchase Procedure or Preliminary Bids were rated the highest, are invited to trade negotiations or an electronic auction conducted after the submission of Bids or Preliminary Bids.

9.6.4 Trade negotiations are conducted to obtain optimal commercial conditions for the Awarding Party. Where as a result of trade negotiations there is a significant change in the Purchase subject, the criteria for evaluating Bids, or an increase in the Contractor's Bid price, the Tender Committee is obliged to invite the other Contractors not participating in the trade negotiations to negotiate or request them to verify their Bids.

9.6.5 For PGE CG Companies that have a Procurement System, the Contractor confirms the negotiated conditions in the Procurement System or by electronic means of communication. For PGE CG Companies that do not have a Procurement System, the Contractor confirms the negotiated conditions by electronic means of communication or in Written Form.

9.6.6 Where an electronic auction is conducted, the following rules apply to the selection of the Most Advantageous Bid:

- a. the criteria for evaluating Bids during the electronic auction are the criteria enabling automatic Bid evaluation, indicated in the Purchase Notice, Specification, or invitation to participate in the Purchase Procedure,
- b. the electronic auction is single-stage,

- c. the electronic auction may be conducted if at least two Bids not subject to rejection have been received,
- d. the Tender Committee may decide to conduct an auction with one Contractor.

9.6.7 The Auctioneer or Secretary invites, by electronic means of communication, the Contractors indicated by the Tender Committee to participate in the electronic auction.

9.6.8 The invitation to Contractors contains in particular:

- a. the rank of their submitted Bids,
- b. the minimum values of Bid Increments during the electronic auction,
- c. the opening date of the electronic auction,
- d. the closing date and conditions of the electronic auction,
- e. the method of evaluating Bids during the electronic auction.

9.6.9 The opening date of the electronic auction cannot be less than 2 working days from the date on which the invitation is sent, unless all Contractors invited to the electronic auction agree to a shorter period.

9.6.10 The method of evaluating Bids during the electronic auction should include recalculating Bid Increments, taking into account the score received before the opening of the electronic auction.

9.6.11 During the electronic auction, using a form available on the website, enabling the entry of necessary data directly online, place subsequent more advantageous Bids, subject to automatic classification.

9.6.12 During the electronic auction, Contractors are kept informed of the ranking of their Bids. Information enabling the identification of Contractors is not disclosed until the electronic auction is closed.

9.6.13 From the opening to the closing of the electronic auction, requests, statements, and other information are forwarded electronically.

9.6.14 The Awarding Party closes the electronic auction:

- a. on the date specified in the invitation to the electronic auction, or
- b. if no new Bids are placed within the period specified in the invitation to the electronic auction.

9.6.15 The Contractor's Bid becomes invalid when they submit a more advantageous Bid during the electronic auction. The validity period of the Bid is not interrupted. At the request of the Awarding Party, the Contractor is obliged to confirm the auctioned conditions (the Bid submitted in the electronic auction) by electronic means of communication or in Written Form, within the period specified by the Awarding Party. Submitting the Most Advantageous Bid during the electronic auction is not equivalent to selecting the Bid as such. After the electronic auction, the Tender Committee may decide to enter into trade negotiations with the Contractor who submitted the Most Advantageous Bid during the electronic auction.

9.6.17 The Tender Committee, based on the evaluation of Bids, recommends the selection of the Most Advantageous Bid.

9.6.18 If it is not possible to select the Most Advantageous Bid in the Purchase Procedure because Bids with the same price have been submitted, and the only criterion for the evaluation of Bids is price, the Tender Committee invites the Contractors who have submitted such Bids to submit additional Bids within a specified time limit. Contractors submitting additional Bids may not offer higher prices than those offered in the Bids originally submitted.

9.6.19 If it is not possible to select the Most Advantageous Bid in the Purchase Procedure because two or more Bids present the same ratio of price to other criteria, the Tender Committee recommends selecting the Bid with the lower price.

9.6.20 If the Contractor who submitted the Most Advantageous Bid refuses to conclude the Purchase Contract or does not provide the required performance security, the Awarding Party may select the Most Advantageous Bid from among the remaining Bids, provided that the possibility of concluding the procedure after the Preliminary Bids submission stage was foreseen in the Notice or Specification.

9.6.21 The Tender Committee notifies the Contractor who submitted the Most Advantageous Bid of the result of the Purchase Procedure and informs the remaining Contractors about its conclusion. Each of the PGE CG Companies may specify in internal regulations the scope of information provided to Contractors along with the information on the conclusion of the Purchase Procedure.

9.6.22 If, in connection with the execution of the Purchase Contract, the Contractor will process personal data on behalf of the Awarding Party based on a Data Processing Agreement, the Tender Committee calls on the Contractor whose Bid was rated the highest to submit, within a specified period, a questionnaire on guarantees of personal data processing security.

9.6.23 If the Contractor who is a processor personal data does not submit the questionnaire on guarantees of personal data processing security within the specified period, or if the Awarding Party, after analysing the questionnaire, determines that the Contractor does not provide such guarantees, the Contractor's Bid is rejected. In such a case, the Awarding Party may select the Most Advantageous Bid from among the remaining Bids.

9.7 INVALIDATION OF A PURCHASE PROCEDURE

9.7.3 The Awarding Party may decide to invalidate the Purchase Procedure without providing a reason.

11.2 PURCHASE CONTRACT PERFORMANCE SECURITY

11.2.1 In the Purchase Procedure, the Awarding Party may require the submission of a security for the proper performance of the Purchase Contract. Information on the requirement to provide security is included in the Purchase Notice, Specification, Description of needs and requirements, or invitation to participate in the Purchase Procedure.

11.2.2 The amount of the Purchase Contract performance security is determined by the Tender Committee and may not exceed 5% of the total price stated in the Bid or the maximum nominal value of the Awarding Party's obligation under the Purchase Contract. In justified cases, a higher security amount may be established.

11.2.3 The security may be provided in the form of a cash deposit (by transfer to a bank account indicated by the Awarding Party), surety bonds or bank guarantees, or insurance guarantees. At the Contractor's request, the Awarding Party may credit the bid security provided by the Contractor in cash towards the Contract performance security, provided that any missing amount of security is paid.

11.2.4 The terms of the security refund are specified in the Purchase Contract. It is recommended that at least 30% of the security amount be refunded to the Contractor only after the warranty or guarantee period has expired, whichever is the latest.

XII RULES FOR EVALUATING CONTRACTORS' PERFORMANCE OF PURCHASE CONTRACTS

12.2 EVALUATION OF THE PERFORMANCE OF THE PURCHASE CONTRACT IN A PUBLIC PURCHASE PROCEDURE

12.2.1 In the case of a Purchase Contract concluded as a result of a public Purchase Procedure, the evaluation of such a Contract is carried out to prepare the information necessary for the publication of the Contract completion notice in accordance with the following provisions of the Procedure. Additionally, in the cases specified in the Act, the Awarding Party is obliged to prepare a report on the execution of the Order. The owner of the Purchase Contract is responsible for fulfilling the obligations related to the performance of the Contract specified in the Act, including the preparation of the performance report and the evaluation of the Order execution.

12.2.2 The evaluation of the performance of the Purchase Contract, concluded based on the provisions of the Act, includes at least the following information on the Contract performance: whether the Contract was performed; the completion date of the Contract, and whether it was performed within the originally specified period; any Contract changes, including the legal basis for the change, reasons for the change, a brief description of the Order after the change, the value of the change, specifying any increase in remuneration due to the change in the Contract (if applicable, indicate as many times as necessary); the total remuneration paid for the performed Contract; whether the Contract was performed properly; whether the Awarding Party conducted checks during the performance of the Order to verify if the Contractor met the requirements specified in the Contract related to the performance of the Order (if applicable): in terms of employment under an employment relationship, in cases referred to in Article 95 of the Act, including social, environmental, or innovative aspects, in accordance with Article 96 of the Act, in terms of requiring a specific label or indicating an applicable requirement for a specific label, in accordance with Article 104 of the Act; and whether the grounds for preparing the Report referred to in point 12.2.3 apply.

12.2.3 A report on the performance of the Order is prepared in the cases where:

- a. the amount spent on the performance of the Order exceeded at least 10% of the bid price,
- b. the Contractor was imposed contractual penalties amounting to at least 10% of the bid price,
- c. delays in the performance of the Contract exceeded at least:
 - 90 days, in the case of Orders for construction works valued at or exceeding the equivalent in PLN of 20,000,000 EUR, and for supplies or services – 10,000,000 EUR,
 - 30 days, in the case of Orders valued below the equivalent in PLN of 20,000,000 EUR for construction works, and 10,000,000 EUR for supplies or services,
- d. the Awarding Party or Contractor terminated the Contract in whole or in part, or partially or completely withdrew from it.

12.2.4 The Report on the performance of the Order referred to in point 12.2.3 must contain at least:

- a. the amount spent on the performance of the Order, and a comparison with the amount resulting from the estimated value of the Order and the total price stated in the bid or the maximum nominal value of the Awarding Party's obligation under the Contract, if a unit price or unit prices were stated in the bid,
- b. the circumstances referred to in point 12.2.3 and the reasons for their occurrence,
- c. an assessment of the method of the Order execution, including the quality of its execution,
- d. conclusions regarding any changes to the method of executing future orders or defining the subject of the order, considering the purposefulness, cost-effectiveness, and efficiency of public fund spending.

12.2.5 The Purchase Contract owner prepares the Report within one month from the date of the acceptance protocol or the recognition of the Contract as concluded, or the termination of the Contract due to a notice of termination or withdrawal from the Contract.

12.2.6 The Purchase Contract owner prepares the evaluation of the Contract performance within 20 days from its completion.

12.2.7 In the case of a Purchase Contract concluded as a result of a procedure conducted under the provisions of the Act, a Contract completion notice is published in the Public Procurement Bulletin within 30 days of the Contract's completion.