MINIMUM 150kW FAST DC CHARGERS

February 2026

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2. Information about GreenWay

GreenWay Polska Spółka z o.o., ul. Łużycka 3c, 80-537 Gdynia, Poland
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GreenWay Polska Sp. z o.o. (hereinafter referred to as "GreenWay", "GW", or the "Contracting Authority") operates a network of over 2,000 electric vehicle charging stations in Poland. GW acts as both a Charging Point Operator (CPO) and an E-Mobility Service Provider (EMP).

GreenWay is currently implementing a project in Poland co-financed by the National Fund for Environmental Protection and Water Management (NFOŚiGW) under the program "Support for infrastructure for charging electric vehicles and hydrogen refuelling infrastructure." The objective of GW is to deploy approximately 500 additional fast chargers with an installed capacity of 200kW over the next 2 to 3 years. This project will establish a network of publicly accessible fast-charging points.

Further information about GreenWay and its services can be found at:
www.greenwaypolska.pl

3. General Information Regarding RFQ

The Contracting Authority intends to select a single supplier of Chargers with a power output of 200kW, with whom the Contracting Authority will conclude a contract in accordance with the template attached as Appendix No. 3 to this Request for Quotation.

Under the contract, the Contracting Authority plans to order 150 charging units. However, the Contracting Authority reserves the right to reduce this number depending on the progress of construction works at the charging station sites, provided that the number shall not fall below 20 units.

This procedure is not conducted pursuant to the Public Procurement Law of 11 September 2019.

The Contracting Authority does not foresee reimbursement of costs related to participation in the procedure.

The Contracting Authority does not allow the submission of variant offers.

The Contracting Authority does not allow the submission of partial offers.

The Contracting Authority does not permit the submission of a single offers by multiple entities forming a consortium or any other agreement for the purpose of performing the contract (hereinafter: "consortium").

Each tenderer may submit only one offer.

This Request for Quotation may be amended prior to the expiry of the deadline for submission of offers specified herein. In such a case, the information about the amendment shall be published in the same manner as the original Request for Quotation, including a revised deadline for submission of tenders, if necessary due to the scope of changes introduced.

A tenderer may request the Contracting Authority to clarify the content of the Request for Quotation or any appendices thereto. The Contracting Authority shall provide clarification if the request is received no later than 3 business days (business days being Monday 8:00 AM to Friday 3:30 PM, excluding public holidays) prior to the deadline for submission of tenders. The questions and responses from the Contracting Authority shall be published in the same manner as the Request for Quotation.

4. Conditions for Participation in the RFQ

The procedure is open to Contractors who:

1. are not subject to exclusion and submit a declaration in the form specified in Appendix No. 4, confirming the absence of grounds for exclusion;
2. provide a document, valid as of the offer submission date, confirming registration in the relevant business register authorizing the performance of commercial activity (from the National Court Register or other register, including the Central Registration and Information on Business CEIDG). If the tenderer has its registered office outside the Republic of Poland, it must submit a document confirming entry in the appropriate commercial register maintained in the country of its registered office;
3. submit a declaration, in the form specified in Appendix No. 5, confirming compliance with the participation criteria;
4. achieved a minimum annual turnover of EUR 5,000,000.00 in the year 2024 or 2025;
5. document, by means of confirmed delivery notes, the sale of at least 200 units of the offered charger model within the European Union in the years 2024–2025.

5. Description of the Subject of the Contract

The subject of the contract is the supply of up to 150 units of direct current (DC) fast chargers (not fewer than 20 units), each with a up to power output of 200 kW.

CPV Code Name: Chargers; CPV Code: 31158000-8.

As part of the performance of the contract, the Contractor shall in particular be obliged to:

1. transfer ownership of the charging stations to the Contracting Authority;
2. deliver the charging stations;
3. provide all technical documentation related to each electric vehicle charging station;
4. provide a 60-month warranty;
5. carry out warranty and maintenance repairs of the charging stations within the following timeframes:
   – for defects that completely prevent the device from functioning: as soon as

reasonably possible, but no later than 5 business days from the day following the defect notification date;
– for defects that reduce the device's parameters or do not degrade them: within 6 and 7 business days, respectively;

6. deliver the equipment in accordance with the terms set out in the contract template (Appendix No. 3);
7. ensure the availability of spare parts for the Chargers for a period of ten years from the delivery date of each Charger;
8. maintain up-to-date and error-free firmware for the Chargers for ten years from the delivery date of the last Charger delivered under the Agreement;
9. grant a license for the Charger firmware for the entire operational period of the Chargers, not shorter than ten years.

The DC fast chargers must meet, in particular, the mandatory minimum technical requirements and other specifications described in Appendix No. 1, which must be included in the offered product price.

The chargers must comply with the regulation on technical requirements for charging stations and charging points that form part of the public road transport infrastructure, issued by the Ministry of Energy on 15 July 2019.

The chargers must in particular meet the following essential requirements:

1. be equipped with a power management system that distributes power between active connectors;
2. be equipped with a Payter Apollo payment terminal capable of processing payments via Elavon Inc.;
3. be equipped with an cable management system (CMS) to facilitate cable handling.
4. the capacitive reactive power generated must not exceed 3% of the active power consumed by the charging station;
5. They must have visual identification elements (branding/decals) applied in accordance with the provided scheme (Appendix 7)

A detailed description of the subject of the contract is provided in Appendix No. 1 to this Request for Quotation, as well as in the contract template constituting Appendix No. 3.

The Contracting Authority allows for solutions equivalent to those described in this Request for Quotation by means of standards, technical approvals, technical specifications, and technical reference systems.

In all provisions of the Request for Quotation and its appendices where, due to the inability to describe the subject of the contract with sufficient precision and clarity, the Contracting Authority refers to standards, technical approvals, technical specifications or reference systems, or indicates trademarks, patents, sources of origin, or specific processes characteristic of products or services supplied by a particular contractor, equivalent solutions to those described are permitted. If specific manufacturer product names are indicated in the description of the subject of the contract, they should be treated solely as an indication

of the desired standard and quality. In all such cases, the Contractor may offer equivalent materials or products with at least the same technical and quality parameters. The term "equivalent product" shall mean a product whose technical parameters, performance, durability and quality are not inferior to those of the products described in Appendix No. 1.

In relation to the payment terminal, which must conform to the model described in Appendix No. 1 to this Request for Quotation, the Contracting Authority requires compliance with the specific requirements set out herein and in the relevant appendices.

With regard to the license for Charger software, the Contracting Authority allows the use of the Contractor's standard license agreement templates.

6. Information on Evidence Relating to the Subject of the Contract

To confirm that the offered supplies (offered Products) meet the requirements, characteristics or criteria specified by the Contracting Authority (particularly those set out in Appendix No. 1 to the Request for Quotation), the Contracting Authority requires the following evidence to be submitted together with the offer:

1. a technical-operational description of the charging station, including drawings and diagrams;
2. a declaration from the Contractor regarding the charger's compliance with the Contracting Authority's requirements — confirming that the charger meets the technical requirements indicated in the Request for Quotation, in particular those set out in Appendix No. 1;
3. an opinion issued by the Office of Technical Inspection (UDT) concerning the documentation related to the offered charger model;

If the Contractor fails to submit the required evidence or submits incomplete documentation, the Contracting Authority shall request that such evidence be submitted or supplemented within the deadline set by the Contracting Authority. This provision shall not apply where the evidence is intended to confirm compliance with criteria used for the evaluation of tenders, or where — despite submission — the offer is subject to rejection or where there are grounds to cancel the procedure.

The Contracting Authority may request clarification from Contractors regarding the content of the submitted evidence.

7. Price Offers

Price offers must be submitted in EURO currency, using the format specified in Appendix No. 2. The offered price must include all costs related to the performance of the subject of the contract and cover all obligations arising from the information presented in Appendices No. 1, 4 and 5.

The offered price per charger shall include:

- the cost of delivery to the Contracting Authority's warehouse located in Gdynia or Gdańsk,
- a standard five-year warranty including necessary periodic inspections,
- the cost of warranty servicing of the charging station, including on-site repair in case of failure, within the time limits specified in section 5.5.

If the offered price or cost appears to be abnormally low in relation to the subject of the contract — i.e., it differs by more than 30% from the arithmetic mean of all valid, non-rejected offers — or raises doubts on the part of the Contracting Authority as to the feasibility of performing the contract in accordance with the requirements specified in the Request for Quotation or arising from applicable laws, the Contracting Authority shall request the Contractor to provide explanations within the indicated timeframe, including evidence concerning the calculation of the price or cost. The Contracting Authority shall assess such explanations in consultation with the Contractor and may reject the offer only if the explanations and evidence submitted do not justify the proposed price or cost.

8. Grounds for Exclusion and Cancellation of the Procedure

The Contracting Authority shall exclude a Contractor from the procedure if:

1) there is a conflict of interest, particularly where the Contractor is personally or financially connected with the Contracting Authority, as defined below. Personal or financial connections shall be understood as mutual relationships between the Contracting Authority or persons authorized to incur obligations on behalf of the Contracting Authority, or persons performing actions related to the selection procedure on behalf of the Contracting Authority, and the Contractor, including in particular:
    a) participation in a company as a partner in a civil law partnership or a partnership;
    b) ownership of at least 10% of shares or stock (unless a lower threshold is stipulated by law);
    c) holding the position of a member of the supervisory or management body, a proxy, or an attorney-in-fact;
    d) being married to, directly related by blood or affinity, or related by blood or affinity up to the second degree in the collateral line, or having an adoption, custody, or guardianship relationship with the Contracting Authority, its legal substitute, or members of its management or supervisory bodies;
    e) being in a legal or factual relationship with the Contracting Authority which raises justified doubts as to their impartiality or independence in connection with the contract award procedure.
2) the Contractor, as a result of intentional action or gross negligence, misled the Contracting Authority in providing information regarding non-exclusion or fulfilment of participation requirements, which could have had a material impact on the decisions

taken by the Contracting Authority in the contract award procedure, or concealed such information or is unable to provide the required evidence of eligibility;

3) the Contractor seriously violated professional or contractual obligations in a culpable manner, which undermines its integrity — particularly if, as a result of intentional act, omission or gross negligence, the Contractor failed to perform or improperly performed a contract, in whole or in part, and the Contracting Authority can substantiate this with relevant evidence;
4) the Contractor unlawfully influenced or attempted to influence the actions of the Contracting Authority, or sought to obtain or obtained confidential information that could provide an advantage in the procurement procedure;
5) the Contractor is subject to circumstances referred to in Article 7(1) of the Act of 13 April 2022 on special solutions for counteracting the support of aggression against Ukraine and for the protection of national security (Journal of Laws of 2022, item 835).

The Contracting Authority shall reject an offer if:

1) it was submitted contrary to the procedure defined by the Contracting Authority;

2) its content does not comply with the requirements specified in the Request for Quotation, contract template, or other procurement documents;

3) its submission constitutes an act of unfair competition within the meaning of the provisions on combating unfair competition.

The Contracting Authority reserves the right to cancel the procedure or request additional information/requirements (including technical), or to change the required structure and scope of the Request for Quotation.

The Contracting Authority reserves the right to cancel the procurement procedure if:

1) no offers have been submitted;
2) all offers have been rejected;
3) all Contractors have been excluded from the procedure;
4) the price or cost of the most advantageous offer or the lowest offer exceeds the amount the Contracting Authority intends to allocate to finance the contract, unless the Contracting Authority is able to increase that amount up to the price or cost of the most advantageous offer.
5) the Contracting Authority has not obtained the funding intended to finance the Subject of the Order;
6) the performance of the Subject of the Order has become impossible due to formal obstacles in administrative proceedings or in proceedings before the distribution or transmission system operator, where such proceedings affect the necessity to implement the Subject of the Order;
7) a change in the technical solutions or technical conditions related to the performance of the Subject of the Order which the Contracting Authority did not foresee or could not reasonably have foreseen at the time of publication of the Request for Quotation;

8) due to circumstances which the Contracting Authority did not foresee or could not reasonably have foreseen, the award of the contract has become impossible or purposeless.

9. Essential Terms of the Contract, Grounds for Contract Amendments

The contract template constitutes Appendix No. 3 to this Request for Quotation.

The Contracting Authority foresees the possibility of making substantial amendments to the provisions of the concluded contract if at least one of the circumstances specified in the contract template (Appendix No. 3 to this Request for Quotation) occurs.

10. Submission of Offers, Binding Period

Offers shall be submitted in electronic form, in a .pdf file format secured against modification, by **13 march 2026**, via email to: pawel.sierko@greenwaynetwork.com, with a copy to: blazej.siuchninski@greenwaynetwork.com.

The offer submission period begins on the day following the publication of the Request for Quotation and ends at the close of the last day of the submission period.

Each offer must include:

1) completed and signed Appendices No. 1, 2, and 4–5, signed by persons authorized to submit tenders and make declarations on behalf of the Contractor;
2) an excerpt, transcript, or other document confirming entry in the relevant business register authorizing the performance of economic activity (from the National Court Register or other register, including the Central Registration and Information on Business CEIDG). If the tenderer has its registered office outside the Republic of Poland, the tenderer shall submit a document confirming registration in the appropriate commercial register in the country where it is established.

Additionally, the potential supplier must submit:

1) financial statements for the year 2024 or 2025 confirming an annual turnover of at least EUR 5,000,000.00 or another document with a similar function if the Contractor is based abroad;
2) delivery documentation confirming the sale of at least 200 units of the offered charger model within the European Union in the years 2024–2025;
3) a technical-operational description of the charging station including drawings and diagrams;
4) a declaration by the Contractor confirming that the offered charger complies with the Contracting Authority's requirements — specifically those set out in Appendix No. 1 to this Request for Quotation;

5) an opinion issued by the Office of Technical Inspection (UDT) concerning the documentation for the offered charger model.
6) Certificate issued by SOLIDSTUDIO SP. Z O.O. confirming the device's compatibility with the CPMS Solid Studio system.

Offers submitted after the deadline shall be rejected. The date and time of receipt by the Contracting Authority shall determine compliance with the deadline.

The offer may be prepared in either Polish or English, while the price must be expressed in EUR.

The tenderer shall bear all costs associated with the preparation and submission of the offer.

The Contractor shall be bound by its offer until **31 May 2026**.

If the selection of the most advantageous offer does not occur before the expiry of the binding period, the Contracting Authority may, prior to the expiry of that period, request the Contractors once to agree to extend the binding period by the duration indicated, not exceeding 60 days.

Extending the binding period requires the Contractor to submit a declaration of consent to such an extension.

The Contractor whose offer is selected as the most advantageous shall be obliged to provide the templates used in its business, in particular the general terms and conditions of contracts, prior to the conclusion of the Agreement. In the event of failure to provide such documents, the Contracting Authority may conclude the Agreement with the Contractor who, in a properly conducted procurement procedure, obtained the next highest number of points.

11. Criteria and Method for Evaluation of Offers

The evaluation criteria, their weights, and the method for calculating the point value for each criterion are as follows:

Net Price (excluding VAT)

Weight: 75%
Point score:
Price Score = (Minimum Price / Offered Price) × 100 points × Weight, where:

- **Minimum Price** – the lowest price among all valid, non-rejected offers,
- **Offered Price** – the price proposed by the tenderer.

Reactive power compensation with Interface enabling reactive power management

Weight: 5%
Point score:

- 0 points – If the charger is not equipped with reactive power compensation with an interface that allows control of both capacitive and inductive reactive power
- 5 points – If the charger is equipped with reactive power compensation with an interface that allows control of both capacitive and inductive reactive power

Split power
Weight: 20%
Point score:

- 0 points – if charger has 50/50 split power between the connectors;
- 20 points – if charger has dynamic load balancing between the connectors, enabling efficient utilization of power modules depending on EV demand (with at most 50kW granularity).

Total Offer Score = Price Score + Split Power Score + Reactive power compensation with Interface enabling reactive power management Score

The Contracting Authority shall select the most advantageous offer. The most advantageous offer shall be the one which receives the highest total number of points based on the above criteria.

GreenWay reserves the right to conduct negotiations with the selected tenderer. Negotiations may concern only the net price and may be conducted solely for the purpose of lowering it in relation to the initial offer.

An offer shall be rejected if it fails to meet any of the mandatory parameters set out in Appendix No. 1, or if its content does not comply with this Request for Quotation.

12. Tender Timeline

The planned timeline for the procedure is as follows:

- **23 February 2026** – Publication of the Request for Quotation
- **from 24 February 2026** – Submission of questions regarding the Request for Quotation or its appendices
- **from 25 February 2026 to 10 March 2026** – Publication of responses and consultations
- **13 March 2026** – Deadline for submission of offers

- **16 March 2026** – Opening and evaluation of offers, communication/clarifications with tenderers
- **18 March 2026** – Announcement of the procedure results
- **20 March 2026** – Signing of the contract

If the selected Contractor withdraws from signing the contract, the Contracting Authority may enter into a contract with the Contractor whose offer received the next highest number of points in a properly conducted tender procedure.

The Contracting Authority shall be entitled to consider that the selected Contractor has withdrawn from signing the contract if the Contractor fails to sign the agreement in accordance with the contract template (Appendix No. 3 to the Request for Quotation) within the specified timeframe, as well as within an additional period set by the Contracting Authority, which shall not be shorter than 3 days.

The contract with the selected supplier shall be concluded for the following duration:

1) **until 31.12.2027** for the deliveries;
2) **10 years** from the delivery date of the last charger ordered under the contract, with respect to the maintenance of up-to-date and error-free charger firmware;
3) **10 years** from the delivery date of the last charger ordered under the contract, with respect to the maintenance of spare parts for the delivered chargers.

13. Communication

All communication (including questions and responses) shall be conducted electronically via the following contact email address: pawel.sierko@greenwaynetwork.com, with a copy to: blazej.siuchninski@greenwaynetwork.com .

14. Personal Data Protection

The information clause on personal data processing (RODO) constitutes **Appendix No. 6** to this Request for Quotation.

15. Appendices

- **Appendix No. 1** – Detailed Description of the Subject of the Contract (Minimum Technical Requirements for Charging Stations)
- **Appendix No. 2** – Offer Form
- **Appendix No. 3** – Contract Template
- **Appendix No. 4** – Declaration of No Grounds for Exclusion

- **Appendix No. 5** – Declaration of Compliance with Participation Criteria
- **Appendix No. 6** – GDPR Information Clause
- **Appendix No**. 7 - Charger branding outline