Fundusze Europejskie na Infrastrukturę, Klimat, Środowisko | Rzeczpospolita Polska | Dofinansowane przez Unię Europejską | Baltic Hub

Baltic Hub Container Terminal sp. z o.o.

Purchase of IMV-Type Electric Vehicles

V0.1.

INSTRUCTIONS TO TENDERERS (ITT)

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Item	Content
Project name	Purchase of IMV-Type Electric Vehicles
Grant Agreement number	Grant Agreement No. FENX.05.06-IP.02-0021/25-00 for the Project "Electrification and Modernization of the Intermodal Terminal in Gdańsk" FENX.05.06-IP.02-0021/25[1] under Measure FENX.05.06 Intermodal transport Priority FENX.05 Support for the transport sector from the ERDF of the European Funds for Infrastructure, Climate and Environment 2021–2027 Programme
Programme	European Funds for Infrastructure, Climate and Environment 2021–2027 (FEnIKS)
Beneficiary / Employer	Baltic Hub Container Terminal sp. z o.o.
Tenderer	An entity applying for the award of the Contract which has submitted or intends to submit an Offer in the Tender Procedure
Contractor	The Tenderer selected as a result of the Tender Procedure with which the Employer will conclude the Agreement for the performance of the Subject Matter of the Contract forming part of the Project co-financed from the European Funds for Infrastructure, Climate and Environment 2021–2027 (FEnIKS) Programme.

1. Introductory information

1.1 Subject of the Tender Procedure

The Employer invites the submission of Offers for the performance of the Subject of the Tender Procedure described in the Tender Documentation.

The Subject of the Tender Procedure comprises the delivery of 136 brand-new IMV-type electric internal-transport tractors (Electric Prime Movers, hereinafter: "EPM"), together with the required basic and additional equipment, technical and operating documentation, commissioning, integration with operational data and safety systems, the performance of the required tests and acceptances, training of the Employer's Personnel and the provision of warranty and maintenance service, in accordance with the Technical Specification (V2) (hereinafter: the "Subject Matter of the Contract"). Deliveries will be made in batches (not fewer than 2 and not more than 7), in accordance with the Implementation, Payment and Milestone Schedule (Appendix No. 3 to the Offer Form).

The Tender Procedure is conducted in a manner ensuring transparency, equal treatment of Tenderers, fair competition, proportionality, efficient spending of funds and full auditability of the Contractor selection process.

CPV code: 34144900-7 Electric vehicles.

The Subject of the Tender Procedure forms part of a Project co-financed from the European Funds for Infrastructure, Climate and Environment 2021–2027 (FEnIKS) Programme. Accordingly, the Tenderer acknowledges that the performance of the Subject Matter of the Contract and of the Agreement concluded as a result of this Tender Procedure must remain consistent with the provisions of the Grant Agreement, the rules on the eligibility of expenditure, the rules on preventing conflicts of interest, fraud and bid-rigging, and other requirements applicable to the implementation of the Project.

1.2 Source of financing

The Project is implemented as a Project co-financed from the European Funds for Infrastructure, Climate and Environment 2021–2027 (FEnIKS) Programme and from the Employer's own funds.

Accordingly:

- The Tenderer acknowledges that the Project is subject to the rules arising from the Grant Agreement and to the regulations and guidelines applicable to projects co-financed from European Union funds.
- The Tenderer acknowledges that the entity with which the Agreement is concluded will have no rights, claims or entitlements towards the institutions financing the Project in connection with the performance of the Agreement.
- The Tenderer acknowledges that the Contractor selected in this Tender Procedure will be obliged to cooperate with the Employer in ensuring the eligibility of expenditure related to the performance of the Agreement, in particular by providing, in a timely manner, the documents, information and explanations required for the settlement, inspection or audit of the Project.
- The Tenderer acknowledges that the performance of the Agreement may not give rise to a risk of breaching the terms of the Grant Agreement or the rules on the eligibility of expenditure.
- The Tenderer acknowledges that the Agreement may provide for the Contractor's liability for the consequences of actions or omissions leading to the imposition of financial corrections, expenditure being declared ineligible or the loss of co-financing.

1.3 Nature and mode of the Tender Procedure

The Tender Procedure is conducted in a competitive mode, in accordance with the competitiveness principle and other requirements applicable to projects co-financed from the European Funds for Infrastructure, Climate and Environment 2021–2027 (FEnIKS) Programme.

The Tender Procedure is conducted in compliance with the principles of transparency, fair competition, equal treatment of Tenderers, proportionality, efficient spending of funds and proper documentation of the course of the procedure.

The Employer does not allow the submission of partial offers or variant offers. A Tenderer may offer only one vehicle model in one configuration.

1.4 Eligibility of Tenderers and conditions for participation in the Tender Procedure

The Contract may be awarded to a Tenderer that meets the conditions for participation in the Tender Procedure set out in this clause. The Employer assesses the fulfilment of the conditions for participation on a "meets / does not meet" basis, on the basis of the statements and documents submitted with the Offer.

In particular, the Tenderer:

- has legal capacity, and the persons signing the Offer are authorised to represent the Tenderer, as confirmed by a current registration document and – where applicable – a power of attorney or commercial proxy (prokura);
- is not subject to exclusion under the provisions of law, the provisions of the Tender Documentation, the rules applicable to the FEnIKS Project, sanctions legislation or grounds relating to a conflict of interest (statements in Appendix No. 8);
- submits the formal documents listed in the Checklist (V0.4), in particular certificates confirming that it is not in arrears with taxes and with social security and health insurance contributions (or equivalent documents from the country of its registered office), financial statements for the last 3 financial years and a third-party liability insurance policy covering the scope of its business activity.
- Information on the Tenderer's experience and references (Appendix No. 1) is provided for information purposes only and constitutes neither a condition for participation in the Tender Procedure nor an Offer evaluation criterion. The requirements concerning the offered EPM (IMV), the service organisation and the supply of spare parts are verified exclusively within the Mandatory Requirements (Clause 1.24A).

1.5 Communication in the Tender Procedure

The Tender Procedure is conducted via the Competitiveness Database of the European Funds (Baza Konkurencyjności, the "Competitiveness Database"). For the submission of Offers, asking questions, providing clarifications and communicating information related to the Tender Procedure, Tenderers are obliged to use the functionalities made available in the

Competitiveness Database. If the operation of the Competitiveness Database is suspended, as confirmed by a notice in the Competitiveness Database, the Employer will determine the method of communication in the Tender Procedure and will publish information thereon on its website.

In addition:

- Tenderers are obliged to monitor on an ongoing basis the information published in the Competitiveness Database. Clarifications, answers and amendments published by the Employer become part of the Tender Documentation;
- The Offer must be submitted exclusively via the Competitiveness Database, before the expiry of the deadline for the submission of Offers specified in the Tender Data;
- The date and time of the effective submission of the Offer in the Competitiveness Database is deemed to be the date of submission of the Offer;
- The Tenderer is responsible for the timely submission of the Offer, the technical correctness of the files transmitted and for reading the information published by the Employer in the Competitiveness Database;
- Correspondence conducted outside the Competitiveness Database is for information purposes only and does not constitute a binding interpretation of the Tender Documentation.

1.6 Conflict of interest and personal or capital links

The Tenderer is obliged to disclose any circumstances that may result in a conflict of interest or create a risk of infringing the principles of impartiality, fair competition or transparency of the Tender Procedure.

In particular:

- The Offer must contain a statement on the absence of a conflict of interest and of prohibited personal or capital links that could affect the outcome of the Tender Procedure (Appendix No. 8);
- The Contract may not be awarded to an entity linked to the Employer personally or by capital. Personal or capital links mean mutual links between the Employer, or persons authorised to incur obligations on behalf of the Employer, or persons performing on behalf of the Employer activities related to the preparation and conduct of the Tender Procedure, and the Tenderer, consisting in particular in: a) participating in a company as a partner in a civil-law partnership or a partnership, holding at least 10% of shares (unless a lower threshold results from the law), acting as a member of a supervisory or management body, commercial proxy (prokurent) or attorney-in-fact; b) being married to, related by blood or

affinity in a direct line, related by blood or affinity in a collateral line up to the second degree, connected by adoption, custody or guardianship with, or cohabiting with, the Tenderer, its legal representative or members of the Tenderer's management or supervisory bodies; c) remaining in such a legal or factual relationship with the Tenderer that there is reasonable doubt as to impartiality or independence in connection with the Tender Procedure.

- The Employer is entitled to verify the content of the submitted statements and to request additional clarifications, information or documents;
- The Tenderer is obliged to promptly inform the Employer of any change in circumstances affecting the validity of the statements submitted;
- Failure to disclose a conflict of interest, submission of a false statement, concealment of material information or refusal to provide the required clarifications may result in the exclusion of the Tenderer from the Tender Procedure, rejection of the Offer or other measures provided for in the Tender Documentation or the applicable law;
- The Tenderer is obliged to comply with the principles of fair competition and to refrain from any actions that could constitute bid-rigging, fraud, corruption or other irregularities capable of infringing the financial interests of the European Union or of the Employer.

1.7 Sanctions, prohibitions and restrictions

The Contract may be awarded only to Tenderers that are not subject to restrictions arising from national law, European Union law or other legal acts applicable to the Tender Procedure and the performance of the Contract.

Tenderers in respect of which the grounds for exclusion set out in Article 7(1) of the Polish Act of 13 April 2022 on special solutions to counteract support for aggression against Ukraine and to protect national security apply, as well as Tenderers to which the award of the Contract is prohibited under Article 5k of Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, are excluded from participation in the Tender Procedure.

The Tenderer declares that neither it, nor the entities on whose resources it relies, nor the indicated subcontractors are subject to sanctions, restrictions or prohibitions preventing participation in the Tender Procedure or the performance of the Contract.

In particular:

- The Tenderer is obliged to submit a sanctions statement (Appendix No. 8);
- The Tenderer is obliged to promptly inform the Employer of any change in circumstances affecting the validity of the statement submitted;

- the involvement in the performance of the Agreement of an entity subject to sanctions, prohibitions or restrictions preventing the performance of the Contract will be inadmissible;
- The Contractor selected in the Tender Procedure will be obliged to ensure compliance with the above requirements throughout the performance of the Agreement.

1.8 Costs of preparing the Offer

The Tenderer bears all costs related to the preparation, submission, clarification and any supplementation of the Offer and to participation in the Tender Procedure.
The Employer is not obliged to reimburse any costs incurred by the Tenderer, irrespective of the outcome of the Tender Procedure, its cancellation or its conclusion without the selection of an Offer.

1.9 Tender Documentation

The Tender Documentation comprises the following documents:

V0.1. These Instructions to Tenderers (ITT)
V0.2. Non-Disclosure Agreement (NDA)
V0.3. Offer Form
Part I Technical Offer
V0.3.1. Appendix No. 1 – Tenderer's Experience and References
V0.3.2. Appendix No. 2 – Technical Parameters and Compliance Matrix
V0.3.3. Appendix No. 3 – Implementation, Payment and Milestone Schedule
V0.3.4. Appendix No. 4 – Organisation, Personnel and Subcontractors
V0.3.5. Appendix No. 5 – List of Required Technical Documentation (list of documents to be submitted by the Tenderer)
Part II Commercial Offer
V0.3.6. Appendix No. 6 – Price Offer Schedule
V0.3.7. Appendix No. 7 – List of Deviations from the Tender Documentation
Part III FEnIKS Compliance Statements
V0.3.8. Appendix No. 8 – Tenderer's Statements Regarding the Implementation of the FEnIKS Project
Part IV Formal Documents
V0.4 Checklist for the submitted Offer, together with formal documents

V1. Commercial Terms
V1.1. Agreement Deed
V1.2. Special Conditions of the Agreement
V1.3. General Conditions of the Agreement

V1.4. Legal Forms (templates)
V1.5. Contractor's Statements Regarding the Implementation of the Project Under the European Funds for Infrastructure, Climate and Environment 2021–2027 (FEnIKS) Programme
V1.6. Non-Disclosure Agreement (NDA)

V2. Technical Specification
V2.1. Project Phasing and Deliverables
V2.2. Scope of Supply
V2.3. Main Technical Parameters
V2.4. HSE Requirements and Environmental and Social (E&S) Requirements
V2.5. Factory and Site Acceptance Checklist
V3. Schedules
V3.1. Schedule of Quotation
V3.2. Payment and Milestone Schedule
V3.3. Deviation List for Volume II
The Tenderer completes and submits only the documents comprising V0 indicated in these Instructions; the Tenderer does not complete V1 and V2 documents or attach them to the Offer.

The offer documents (V0) do not form part of the Agreement.

On the basis of Appendix No. 3 (Implementation, Payment and Milestone Schedule), Appendix No. 6 (Price Offer Schedule) and Appendix No. 7 (List of Deviations from the Tender Documentation), completed by the selected Tenderer, taking into account the clarifications provided in the course of the Tender Procedure, the Employer will prepare, before the conclusion of the Agreement, documents V3.1, V3.2 and V3.3, respectively.

Note: The documents comprising V2 (Technical Specification) have been prepared exclusively in English and constitute the binding technical documentation for the purposes of preparing the Offer and performing the Agreement. In the event of any discrepancies in the interpretation of the technical documentation, the English version shall prevail. In the event of discrepancies in terminology between the Technical Specification (V2) and the Agreement documents (V1) resulting from the translation adopted, the terminology used in the Agreement documents (V1) shall apply.

The Mandatory Requirements are set out exclusively in Clause 1.24A, and the Offer evaluation criteria exclusively in Clause 1.24 of these Instructions. The other documents of the Tender

Documentation contain only references to these clauses. The Mandatory Requirements are minimum requirements and are not subject to deviations.
As regards the course of the Tender Procedure, the provisions of these Instructions to Tenderers, including the Tender Data, shall prevail. As regards the terms of performance of the Contract, the provisions of the Agreement (V1–V3) shall prevail, taking into account the order of precedence set out in § 2 of the Agreement Deed.

Principle of completeness

The Tenderer is obliged to promptly inform the Employer of any identified missing, illegible, inconsistent or contradictory documents comprising the Tender Documentation that may affect the preparation of the Offer.

Failure to report obvious discrepancies or deficiencies before the deadline for the submission of Offers does not release the Tenderer from responsibility for the proper preparation of the Offer.

1.10 Clarifications of the Tender Documentation

Questions and requests for clarification shall be submitted exclusively in the manner and within the deadline specified in the Tender Data. The Employer's answers may be communicated to all Tenderers without disclosing the source of the question, where required to ensure equal treatment.

- The Tenderer should not base its Offer on informal arrangements, conversations or correspondence not confirmed by the Employer.
- Answers and clarifications form part of the Tender Documentation if the Employer so indicates or if their binding nature follows from their content.
- After the deadline set for questions, the Employer may refuse to provide answers.

1.11 Amendments to the Tender Documentation

The Employer may amend the Tender Documentation before the deadline for the submission of Offers. The amendments become an integral part of the Tender Documentation and are binding on Tenderers.

- If an amendment may have a material impact on the preparation of Offers, the Employer may extend the deadline for the submission of Offers.
- The Offer must take into account all amendments to the Tender Documentation published or communicated before the deadline for the submission of Offers.

1.12 Language of the Offer

The Offer and communication in the Tender Procedure shall be in the language specified in the Tender Data.

The Employer may accept documents in a foreign language if they are submitted with a translation into Polish or English, in accordance with the Tender Data.

1.13 Documents to be submitted with the Offer

The Offer must include all documents required under these Instructions to Tenderers, the Tender Data and the appendices. The absence of a document material to the evaluation of the Offer may result in a request for clarifications, supplementation of documents or rejection of the Offer, in accordance with the rules set out in the Tender Documentation.

Part of the Offer	Scope	Nature
Offer Form	Information on the Tenderer, Offer Price, performance dates, Delivery Schedule and parameters subject to evaluation (K1–K4)	To be completed by the Tenderer
Part I – Technical Offer	Description of experience and references, technical description of the offered IMV, Compliance Matrix, plan for production, testing, deliveries and acceptances, implementation schedule, organisation of the performance of the Contract, information on subcontractors or key suppliers and the list of required Technical Documentation.	To be completed by the Tenderer
Part II – Commercial Offer	Price Offer Schedule (Appendix No. 6) and List of Deviations from the Tender Documentation (Appendix No. 7).	To be completed by the Tenderer
Part III – FEnIKS Compliance Statements	Statements concerning the absence of a conflict of interest, sanctions, the prevention of fraud and bid-rigging, DNSH, archiving of documentation, cooperation during inspections and audits, EU promotion and acceptance of the obligations arising from the Grant Agreement.	To be completed by the Tenderer

Part of the Offer	Scope	Nature
Part IV – Formal Documents	Non-Disclosure Agreement (V0.2) and the Checklist (V0.4) used to verify the completeness of the Offer, together with the formal documents: extract from the register, power of attorney/commercial proxy (prokura), financial documents (tax office/social insurance (US/ZUS) certificates, financial statements), third-party liability insurance policy	To be completed by the Tenderer

1.13.1 Part I – Technical Offer

Part I of the Offer should contain documents enabling verification of the compliance of the offered solution with the Tender Documentation and of the fulfilment of the Mandatory Requirements.

In particular, the Tenderer is obliged to submit:

- Description of the Tenderer's experience and references (**template provided as Appendix No. 1 to the Offer Form**);
- Technical description of the offered IMV and the plan for production, testing, deliveries, acceptances, training and commissioning (**template provided as Appendix No. 2 to the Offer Form**);
- Implementation, Payment and Milestone Schedule – covering the dates of design, production, testing, deliveries and acceptances (Part A) and the related Payment and Milestone Schedule (Part B) (**template provided as Appendix No. 3 to the Offer Form**);
- Information on the organisation of the performance of the Contract, key personnel and subcontractors (**template provided as Appendix No. 4 to the Offer Form**);
- List of required Technical Documentation, indicating the documents attached to the Offer and the documents that will be submitted at later stages of the performance of the Contract, in accordance with the requirements of the Tender Documentation (**template provided as Appendix No. 5 to the Offer Form**).
- The documents and evidence required under Clause 1.24A (Mandatory Requirements) and Clause 1.24 (parameters subject to evaluation) of these Instructions.

1.13.2 Part II – Commercial Offer

Part II of the Offer should contain the commercial and financial information necessary for the evaluation of the Offer and for the future performance of the Agreement.

In particular, the Tenderer is obliged to submit:

- Price Offer Schedule **(template provided as** Appendix No. 6 to the Offer Form**)**;
- Payment schedule linked to the scope and milestones **(template provided as Part B of Appendix No. 3 to the Offer Form);**
- The Contract Price will be payable taking into account the following split set out in § 4 CONTRACT PRICE AND PAYMENT TERMS, paragraph 2, of the General Conditions of the Agreement (V1.3):

    1) 10% of the Contract Price will be payable as an Advance Payment upon:
        (i) the conclusion of the Agreement;
        (ii) the Contractor's delivery of the Advance Payment Guarantee; and
        (iii) the Contractor's delivery of the Performance Guarantee;
    2) 20% of the Contract Price will be payable in tranches specified in the Payment Schedule upon successful completion of the Factory Acceptance Test (FAT) for each batch delivery separately covered by the relevant Milestone;
    3) 30% of the Contract Price will be payable in tranches specified in the Payment Schedule upon delivery to the Employer's location of each batch delivery separately covered by the relevant Milestone;
    4) 25% of the Contract Price will be payable in tranches specified in the Payment Schedule following the issuance of the Provisional Acceptance Certificate (PAC) for each Deliverable covered by the relevant Milestone;
    5) 15% of the Contract Price will be payable in tranches specified in the Payment Schedule upon issuance of the Final Acceptance Certificate (FAC) for each Deliverable covered by the relevant Milestone.

The payment split is identical for all Tenderers; the Tenderer allocates amounts to the Milestones in Part B of Appendix No. 3, without the possibility of changing the percentage shares or introducing other payment Milestones.

- List of Deviations from the Tender Documentation **(template provided as Appendix No. 7 to** the Offer Form). The Tenderer is obliged to submit Appendix No. 7 also where no deviations are reported. Failure to indicate deviations in the submitted List of Deviations means acceptance of the Tender Documentation without reservation;
- Information on the required securities and insurance, if required under the Tender Documentation;

1.13.3 Part III – FEnIKS Compliance Statements

Part III of the Offer should contain the statements and undertakings required in connection with the performance of the Contract in a Project co-financed from the FEnIKS Programme.

- FEnIKS Compliance Statements (**template provided as Appendix No. 8 to** the Offer Form);

1.13.4 Part IV – Formal Documents

Part IV of the Offer should contain documents confirming the Tenderer's legal status, its authorisation to act, the fulfilment of the conditions for participation in the Tender Procedure and the absence of grounds for exclusion.

In particular, the Tenderer is obliged to submit, together with the Checklist used to verify the completeness of the Offer, the documents specified in **V0.4**.

Together with the Offer, the Tenderer submits the Non-Disclosure Agreement (V0.2).

In the case of documents prepared in a foreign language, the Employer may require the submission of a translation in accordance with the rules set out in the Tender Data.

1.14 Offer Price

The Offer Price should cover the Contractor's total remuneration for the due performance of the Agreement, including all costs, risks, taxes, customs duties, fees, transport costs, insurance, securities, documentation, acceptances, training, tests and other obligations arising from the Tender Documentation. The Offer Price covers all costs necessary for the due performance of the Subject Matter of the Contract, even if not expressly indicated, but arising from the Tender Documentation, the applicable law or good engineering practice. Delivery shall be made on DDP terms (excluding import VAT), in accordance with the General Conditions of the Agreement (V1.3); the Offer Price includes in particular the costs of transport, unloading, insurance, customs clearance and customs duties. The net Offer Price shall be stated in EUR, to two decimal places; it must correspond to the total value resulting from the Price Offer Schedule (Appendix No. 6).

In addition:

- The Offer Price should be stated in the currency specified in the Tender Data;
- The Tenderer may not make the Offer Price conditional upon conditions not provided for in the Tender Documentation. Conditional discounts and variant prices are not permitted.

1.15 Currency of the Offer and of payments

The currency of the Offer is EUR (euro). All prices, rates and values stated in the Offer must be expressed in EUR (euro). The Employer does not allow the submission of Offers in other currencies. EUR (euro) is also the currency of settlement and payment under the Agreement.
Amounts expressed in currencies other than EUR in the documents submitted with the Offer will be converted by the Employer at the average exchange rates published by the National Bank of Poland on the date of publication of the request for quotation in the Competitiveness Database or, if no rates were published on that date, at the rates published on the last day of their publication preceding that date.

For the purposes of converting the Offer, in particular the Offer Price and amounts expressed in PLN in the documents submitted with the Offer, the Employer applies a fixed conversion rate: EUR 1 = PLN 4.39 (amount in PLN = amount in EUR × 4.39; amount in EUR = amount in PLN ÷ 4.39). The conversion rate applies exclusively for the purposes of the Tender Procedure; it does not affect the comparison and evaluation of Offers, which are carried out in EUR, or the amount of the Contract Price and payments, which are expressed and made in EUR.

1.16 Offer validity period

The Tenderer remains bound by its Offer for the period specified in the Tender Data. The Employer may request the Tenderer to extend the Offer validity period.

1.17 Form, signing and method of submission of the Offer

The Offer must be submitted in the form and manner specified in the Tender Data. The Employer requires the Offer to be submitted via the Competitiveness Database.

- The Offer must be signed by the person or persons authorised to represent the Tenderer or by a duly authorised attorney, with a qualified electronic signature or a handwritten signature. An Offer signed by hand shall be submitted as a scan via the Competitiveness Database (BK2021).
- A power of attorney must be attached to the Offer if the authority to sign does not result from the registration documents;
- The Offer should be complete, legible and submitted before the expiry of the deadline for the submission of Offers;
- The files submitted as part of the Offer should be named and arranged in accordance with these Instructions to Tenderers.

1.18 Deadline for the submission of Offers

Offers must be submitted before the expiry of the deadline specified in the Tender Data. Offers submitted after the deadline will not be evaluated. The moment of submission of the Offer is deemed to be the moment of its effective transmission via the Competitiveness Database.

1.19 Modification and withdrawal of the Offer

The Tenderer may modify or withdraw its Offer before the expiry of the deadline for the submission of Offers. After the expiry of the deadline for the submission of Offers, modification or withdrawal of the Offer is not permitted.

1.20 Opening of Offers

Offers will be opened after the expiry of the deadline for the submission of Offers, in accordance with the Tender Data. The Employer will draw up a record of the opening of Offers or another document confirming the course of the opening, forming part of the procedure file.

1.21 Confidentiality of the Tender Procedure

Information concerning the examination, clarification, evaluation and comparison of Offers is confidential until the time and to the extent determined by the Employer, the provisions of law and the rules of the FEnIKS Project.

- The Tenderer may not undertake any actions aimed at unduly influencing the Employer's decisions.
- The Employer may regard a breach of confidentiality or an attempt to exert undue influence as grounds for exclusion or rejection of the Offer.
- The Tenderer is obliged to keep confidential any information received from the Employer which has been marked as confidential or whose confidential nature follows from its content.

1.22 Clarifications and supplementation of Offers

The Employer may request the Tenderer to clarify the content of the Offer, confirm information, supplement documents or present additional evidence, where this is permissible in the given mode of the Tender Procedure.

- Clarifications may not lead to an impermissible change of material elements of the Offer;
- The Employer may request a detailed breakdown of the Offer Price, a cost analysis or clarifications;
- Failure to provide clarifications or to submit the required documents within the time limit set may result in the rejection of the Offer or the exclusion of the Tenderer from the Tender Procedure.

- If the price offered appears abnormally low in relation to the subject of the contract, i.e. it differs by more than 30% from the arithmetic mean of the prices of all valid Offers not subject to rejection, or raises the Employer's doubts as to the possibility of performing the Subject Matter of the Contract in accordance with the requirements set out in the Tender Documentation or arising from separate regulations, the Employer shall request the Tenderer to submit, within the time limit set, clarifications, including evidence concerning the calculation of the price. The Employer assesses these clarifications in consultation with the Tenderer and may reject the Offer only where the clarifications submitted, together with the evidence, do not justify the price offered.
- Clarifications and supplementation may not lead to a change in the Offer Price, the parameters subject to evaluation under Clause 1.24 or the offered technical solution.
- The Employer may request the Tenderer to supplement documents or evidence confirming the fulfilment of the Mandatory Requirements (Clause 1.24A) or of the conditions for participation in the Tender Procedure (Clause 1.4), setting an appropriate time limit. The Offer Form and the Price Offer Schedule (Appendix No. 6) are not subject to supplementation as regards the Offer Price, the Delivery Schedule and the parameters K1–K4; supplementation may not lead to a change in the offered EPM (IMV) model or its configuration.

1.23 Examination of the compliance of Offers

Before evaluating the Offers, the Employer will examine their compliance with the requirements set out in the Tender Documentation.

In particular, the Employer will verify whether the Offer:

- Has been submitted within the required deadline and in the required form;
- Has been signed by the person or persons authorised to represent the Tenderer;
- Is complete and contains all required documents, statements and information;
- Meets the requirements set out in the Tender Documentation;
- Does not contain reservations or deviations resulting in non-compliance with the Employer's requirements or with the requirements of the Project co-financed from FEnIKS funds;

The absence of material documents, material deviations from the Tender Documentation or a breach of the requirements applicable to the Project may result in the rejection of the Offer.

The Employer may disregard minor errors or immaterial shortcomings, provided that this does not lead to a breach of the principles of equal treatment of Tenderers, fair competition and transparency of the Tender Procedure.

Where the Tender Documentation designates certain requirements as "Mandatory Requirements", those requirements constitute the Employer's minimum requirements.

The Tenderer is obliged to ensure full compliance of the Offer with each Mandatory Requirement. Any deviation, reservation, exclusion, limitation, condition or modification relating to such a requirement will be treated as a material non-compliance of the Offer with the Tender Documentation.

Deviations may be reported only in respect of requirements that have not been designated as Mandatory Requirements. The Employer will consider a deviation acceptable only if the Tenderer demonstrates in Appendix No. 7, together with evidence, that the proposed solution meets the given requirement to at least an equivalent extent, in particular as regards functionality, safety, durability and maintenance conditions, and that the deviation does not affect the parameters subject to evaluation under Clause 1.24. A deviation that does not meet these conditions means that the Offer does not comply with the Tender Documentation.

The Mandatory Requirements are set out in Clause 1.24A of these Instructions, including by reference to requirements set out in other documents of the Tender Documentation.

1.24A Mandatory Requirements

Compliance with each of the Mandatory Requirements ("MR") is assessed on a "meets / does not meet" (PASS/FAIL) basis. Only Offers satisfying all Mandatory Requirements are subject to evaluation and scoring under criteria K1–K4 (Clause 1.24). Failure to satisfy any of them results in the rejection of the Offer, subject only to the clarifications or supplementation permitted under Clause 1.22. Clarifications or supplementation may not result in a change of the offered EPM (IMV) model, its configuration, price, Delivery Schedule or any parameter subject to evaluation under criteria K1–K4.
For each Mandatory Requirement, the content of the requirement, the documents and evidence to be submitted with the Offer and the assessment rules are set out below.

MR1 – CE marking and EU Declaration of Conformity

The offered EPM (IMV) shall comply with all applicable requirements of European Union law and be eligible for CE marking. Each delivered EPM (IMV) shall bear the required CE marking and be accompanied by an EU Declaration of Conformity applicable to its final delivered configuration.

- **Documents / evidence to be submitted with the Offer:** documents confirming compliance with the CE marking requirements for the offered model / technical platform, where available at the Offer stage. If the final certificate or Declaration of Conformity can only be issued for the final manufactured configuration: identification of the offered model / technical platform, the available CE compliance documentation and a signed undertaking of the Tenderer to deliver the required final EU Declaration of Conformity and CE documentation for each EPM (IMV) prior to or upon its delivery.
- **PASS:** the applicable available CE evidence has been submitted, and the Tenderer confirms final compliance and the delivery of the required final documents.
- **FAIL:** non-compliance with the applicable CE requirements, failure to submit the available applicable evidence or failure to undertake to provide the required final documentation.

MR2 – Delivery Schedule

Provisional Acceptance Certificate (PAC) for the first batch no later than 30 November 2027; PAC for the last batch, completing the delivery of all 136 EPM, no later than 31 January 2029; not fewer than 2 and not more than 7 batches.

- **Documents / evidence to be submitted with the Offer:** the Delivery Schedule in the Offer Form, specifying at least the number of batches, the number of EPM (IMV) in each batch and the planned PAC date for each batch, consistent with **Appendix No. 3**.
- **PASS:** all mandatory delivery conditions are satisfied.
- **FAIL:** any mandatory delivery condition is not satisfied.

MR3 – Minimum Warranty Period for the vehicle

The Warranty Period for the vehicle shall be at least 24 months from the date of signing of the PAC for the relevant EPM (IMV), within the uniform mandatory warranty scope defined in the Warranty Card (V1.4) and without prohibited operating-hour or mileage limitations.

- **Documents / evidence to be submitted with the Offer:** the Warranty Period stated in the Offer Form; the Tenderer's warranty conditions, including the warranty scope, parts and labour coverage and the applicable exclusions and limitations, consistent with the Warranty Card (V1.4).
- **PASS:** ≥ 24 months and the required minimum warranty scope accepted without material qualification.

- **FAIL:** < 24 months or the warranty documentation contains a limitation / exclusion incompatible with the Mandatory Requirement.

MR4 – Minimum Battery Warranty Period

The Battery Warranty Period shall be at least 72 months from the date of signing of the PAC for the relevant EPM (IMV), within the uniform warranty scope defined in the Warranty Card (V1.4).

- **Documents / evidence to be submitted with the Offer:** (a) the Battery Warranty Period stated in the Offer Form, expressed in full months; (b) complete battery warranty terms, consistent with the Warranty Card (V1.4), confirming at least: (i) the warranty claim procedure, (ii) the permitted exclusions, (iii) the Tenderer's obligations under the battery warranty and (iv) the operating conditions required to maintain the warranty.
- **PASS:** Battery Warranty Period ≥ 72 months, and the submitted warranty terms and evidence confirm compliance with the requirement without material qualification.
- **FAIL:** Battery Warranty Period < 72 months or not stated, or the submitted warranty terms or evidence exclude, materially qualify or contradict the Mandatory Requirement.

MR5 – Service organisation and spare parts support

The Tenderer shall demonstrate that, no later than the commencement of the contractual service obligations, an effective service organisation capable of providing warranty and post-warranty service, technical support and spare parts support for the offered EPM (IMV) will be available, in compliance with the required contractual response times. No minimum period of prior operation in the EU is required.

- **Documents / evidence to be submitted with the Offer:** (1) partnership / service agreement or ownership structure of the proposed service organisation; (2) locations of the proposed service centres; (3) date of commencement of operations or – where the organisation is to be established for the performance of the Agreement – a binding implementation date / plan; (4) confirmation of the availability of warranty and post-warranty support; (5) confirmation of technical support; (6) a list of spare parts to be available in Europe for the offered vehicle model.
- **PASS:** the evidence demonstrates that the required service and spare parts arrangements will be operational within the deadline resulting from the Agreement and capable of fulfilling the required service obligations.
- **FAIL:** the Tenderer has not demonstrated arrangements capable of fulfilling the required contractual service and support obligations.

MR6 – Access to spare parts and components

The Employer shall not be subject to restrictions requiring spare parts, consumables or replacement components to be purchased exclusively from the EPM (IMV) manufacturer or its authorised distributors. The obligation to ensure compliance with this requirement rests with the Tenderer.

- **Documents / evidence to be submitted with the Offer:** (a) a declaration confirming that the Tenderer has, and will maintain throughout the required spare parts availability period, the sourcing rights and arrangements necessary to ensure compliance with the requirement; and (b) the applicable warranty, manufacturer (OEM) or sourcing terms necessary to demonstrate compliance with the requirement.
- **PASS:** a declaration confirming compliance with the requirement, supported by the required documentation.
- **FAIL:** the Tenderer refuses to comply with the requirement, materially qualifies it or fails to demonstrate the required sourcing rights.

MR7 – Identification of components and their origin

The Employer must be able to identify the original manufacturers of the principal components and assemblies. The country of origin is disclosed solely for information and compliance verification purposes and does not in itself determine the outcome of the assessment, subject to the applicable sanctions (Clause 1.7).

- **Documents / evidence to be submitted with the Offer:** a Component Origin List identifying: (1) the component description, (2) the manufacturer's name, (3) the manufacturer's part number, (4) the model designation and (5) the country of origin; together with a declaration confirming compliance with the requirement.
- **PASS:** a complete Component Origin List and the declaration have been submitted.
- **FAIL:** the required list / declaration has not been submitted or the information contained therein prevents identification of the required components.

MR8 – Warranty protection

The vehicle warranty shall remain valid where the Employer sources original parts directly from the component manufacturer or another lawful source, uses technically equivalent / interchangeable compliant components or uses suitably qualified maintenance personnel of the

Employer or of third parties. A warranty exclusion may apply where the relevant failure is demonstrated to have been caused directly by an unsuitable component or by improper installation or maintenance.

- **Documents / evidence to be submitted with the Offer:** the Tenderer's confirmation concerning the possibility of directly sourcing original (OEM) parts and confirmation that no warranty restrictions apply in the circumstances specified in the requirement, together with warranty conditions demonstrating consistency with that confirmation.
- **PASS:** a declaration confirming compliance with the requirement has been submitted and the warranty conditions do not contradict it.
- **FAIL:** refusal to comply with the requirement or its material qualification, or warranty conditions contradicting the required protection.

MR9 – Compliance with V2.2 – Scope of Supply

The Offer complies with all items expressly designated in V2.2 as mandatory.

- **Documents / evidence to be submitted with the Offer:** confirmation of the compliance of the Offer with V2.2 – Scope of Supply in the Offer Form and in Appendix No. V0.3.2 (the Tenderer does not complete document V2.2).
- **PASS:** compliance with all mandatory items has been confirmed and the required allocation of responsibilities accepted.
- **FAIL:** any of the mandatory items has been expressly rejected or made subject to a reservation resulting in non-compliance.

MR10 – Compliance with V2.3 – Main Technical Parameters

The Offer satisfies all parameters expressly designated in V2.3 as mandatory.

- **Documents / evidence to be submitted with the Offer:** confirmation of the compliance of the Offer with V2.3 – Main Technical Parameters in the Offer Form and in Appendix No. V.0.3.5, covering the required data and the "Yes/No" requirements (the Tenderer does not complete document V2.3).
- **PASS:** confirmation of compliance with each applicable mandatory "Yes/No" requirement and all mandatory numerical parameters within the required limits.
- **FAIL:** no confirmation for a mandatory requirement or a declared parameter outside the required mandatory limit.

MR11 – Technical documentation and supporting evidence

The Tenderer shall provide objective technical evidence demonstrating the compliance of the offered EPM (IMV) / model / technical platform with the applicable technical requirements. Where expressly permitted, equivalent manufacturer (OEM) technical documentation or validation reports may be submitted instead of a specific certificate or test report.

- **Documents / evidence to be submitted with the Offer:** concerning the offered EPM (IMV) model and configuration: technical data sheet and general technical description; preliminary General Arrangement Drawing; technical documentation of the battery system together with evidence, including evidence confirming compliance with the maximum charging time requirement set out in the Technical Specification; preliminary calculations of energy consumption and battery capacity sizing; technical data, calculations or equivalent manufacturer (OEM) evidence concerning gross combination weight (GCW), axle loads, fifth wheel capacity, drawbar pull, speed, acceleration, gradeability and turning radius; technical description and available diagrams of the pneumatic braking system and of the low-voltage electrical, control and safety systems; technical documentation of the air conditioning and available sizing calculations or manufacturer (OEM) evidence; structural calculations, validation reports or equivalent manufacturer (OEM) evidence concerning the chassis and the main steel structure; applicable certificates, test reports or equivalent manufacturer (OEM) evidence concerning climatic requirements, electromagnetic compatibility (EMC), functional safety and cybersecurity; technical description of the required safety support functions (Safety Aids); technical description of the Drive-by-Wire system and of readiness for future autonomous operation.
- **PASS:** all applicable required documents have been submitted and their content enables objective verification of compliance with the relevant Mandatory Requirements.
- **FAIL:** any of the required documents is missing or the submitted documentation does not contain information sufficient for objective verification of compliance with the relevant requirement.

MR12 – Environmental and chemical compliance

The materials and operating substances of the offered EPM shall comply with the applicable mandatory requirements concerning PCBs, PCTs and substances restricted under the REACH Regulation.

- **Documents / evidence to be submitted with the Offer:** the Tenderer’s declaration confirming compliance with the requirement, together with the applicable safety data sheets (SDS) and the available manufacturer’s documentation confirming the compliance of the relevant substances and materials.

- **PASS:** compliance with the applicable regulations has been confirmed and the submitted evidence does not indicate non-compliance.
- **FAIL:** an applicable mandatory requirement is not satisfied or the Tenderer does not confirm compliance.

Deviations may be reported only in respect of requirements that have not been designated as Mandatory Requirements.

1.24 Offer evaluation criteria

Only Offers which are subject to evaluation:

- submitted by Tenderers that are not subject to exclusion and meet the conditions for participation in the Tender Procedure (Clauses 1.4, 1.6 and 1.7);
- not subject to rejection;
- satisfying all Mandatory Requirements (Clause 1.24A).

Offers are evaluated according to the following criteria:

Criterion	**Weight**
K1 – Net Offer Price	60 points
K2 – Delivery Schedule (date of obtaining the PAC for the last batch of EPM)	20 points
K3 – Warranty Period for the vehicle	10 points
K4 – Battery Warranty Period	10 points
Total	**100 points**

Points in each criterion are calculated to two decimal places. The total number of points awarded to an Offer is calculated according to the formula:

K = K1 + K2 + K3 + K4

where K is the total number of points awarded to the Offer, and K1–K4 the number of points obtained by the Offer in the individual criteria. The Offer which obtains the highest total number of points K is considered the most advantageous. The evaluation is carried out on the basis of the parameters stated by the Tenderer in the Offer Form.

The parameters declared by the Tenderer under criteria K1–K4:

- are binding;
- will be incorporated into the Agreement as guaranteed terms or parameters;
- are subject to verification in accordance with the relevant procedures set out in the Tender Documentation and the Agreement;
- may not be worsened after the expiry of the deadline for the submission of Offers or during the term of the Agreement, except in cases expressly permitted in the Agreement and provided that this does not infringe the rules of the Tender Procedure.

K1 – Net Offer Price (maximum 60 points)

Under criterion K1, the total net Offer Price in EUR stated in the Offer Form for the performance of the entire Subject Matter of the Contract, comprising the delivery of 136 EPM (IMV) together with the full scope of supplies, services, documentation, tests, training, warranty and other services required by the Tender Documentation, is evaluated. The number of points is calculated according to the formula:

K1 = (Cmin / Ci) × 60

Where:

- K1 – the number of points awarded to the evaluated offer under criterion K1;
- Cmin – the lowest net price among the offers not subject to rejection;
- Ci – the net price of the evaluated offer;
- 60 – the maximum number of points under criterion K1.

The net Offer Price shall be stated in EUR, to two decimal places; it must correspond to the sum of all items of the Price Offer Schedule (Appendix No. 6). Conditional discounts, variant prices, prices dependent on events not specified in the Tender Documentation and the exclusion from the price of the costs of services required by the Tender Documentation are not permitted (Clause 1.14).

K2 – Delivery Schedule (maximum 20 points)

Under criterion K2, the proposed date of obtaining the Provisional Acceptance Certificate (PAC) for the last batch of EPM (IMV), signifying the completion of the delivery and acceptance of all 136 EPM (IMV), is evaluated. The date of obtaining the PAC is deemed to be the date on which the Employer signs the PAC for the last batch, in accordance with the acceptance procedure set out in the Agreement. The mere delivery of the EPM (IMV) to the Employer's premises, completion of transport, performance of the FAT or commencement of the SAT does not constitute obtaining the PAC.

The final deadline for obtaining the PAC for the last batch is **31 January 2029.**

The Tenderer is required to state in the Offer Form:

a) the proposed date of obtaining the PAC for the first batch;

b) the proposed date of obtaining the PAC for each subsequent batch;

c) the proposed date of obtaining the PAC for the last batch;

d) the number of EPM in each batch;

e) the total number of batches, which, in accordance with the Mandatory Requirements, may not exceed seven (7).

The Delivery Schedule must comply in all respects with the Mandatory Requirements, including the required date of obtaining the PAC for the first batch and the permitted number of batches.

Points under criterion K2 are awarded according to the calendar month in which the proposed date of obtaining the PAC for the last batch falls:

1. April 2028 or earlier – 20 points;
2. May 2028 – 19 points;
3. June 2028 – 18 points;
4. July 2028 – 17 points;
5. August 2028 – 16 points;
6. September 2028 – 15 points;
7. October 2028 – 10 points;
8. November 2028 – 6 points;
9. December 2028 – 2 points;
10. January 2029 (no later than 31 January 2029) – 0 points.

Offering a date later than 31 January 2029 means failure to satisfy a Mandatory Requirement (MR2) and results in the rejection of the Offer. After the expiry of the deadline for the submission of Offers, the Tenderer may not change the date evaluated under criterion K2.

K3 – Warranty Period for the vehicle (Gb) (maximum 10 points)

Under criterion K3, the offered Warranty Period (Gb) for each EPM (IMV), expressed in full calendar months and calculated from the date of signing of the PAC for the relevant EPM (IMV), is evaluated. The minimum required Warranty Period is 24 months (MR3). The warranty may not be subject to any operating-hour, mileage or other operational limits. The warranty scope, permitted exclusions, parts and labour coverage, service conditions and other warranty terms are identical for all Tenderers and are set out in the Warranty Card (V1.4) and the Agreement; only the length of the period is evaluated. The number of points is calculated according to the formula:

K3 = 10 × (Gb − 24) / (60 − 24)

Where:

- **K3** – the number of points awarded to the evaluated offer;
- **Gb** – the general warranty period declared in the offer, expressed in full months;
- **24** – the minimum required warranty period;
- **60** – the period from which the maximum number of points is awarded;

- **10** – the maximum number of points.

Offering a period shorter than 24 months constitutes failure to satisfy a mandatory requirement and results in the rejection of the offer.
A period of 24 months is awarded 0 points.
For a period longer than 24 months but shorter than 60 months, points will be calculated according to the formula.
A period of 60 months or longer is awarded 10 points.
For evaluation purposes, a period longer than 60 months will be treated as a period of 60 months.
Offering additional exclusions, operational limitations or conditions not provided for in the warranty card constitutes non-compliance of the offer with the tender documentation and cannot be offset by a longer warranty period.

K4 – Battery Warranty Period (Wb) (maximum 10 points)
Under criterion K4, the offered Battery Warranty Period (Wb) for the traction battery of each EPM (IMV), expressed in full calendar months and calculated from the date of signing of the PAC for the relevant EPM (IMV), is evaluated. The minimum Battery Warranty Period is 72 months (MR4); offering a shorter period or failing to state Wb in the Offer Form results in the rejection of the Offer.
Points are awarded as follows:

- Wb 72–74 months – 0 points;
- Wb 75–77 months – 1 point;
- Wb 78–80 months – 2 points;
- Wb 81–83 months – 3 points;
- Wb 84–86 months – 4 points;
- Wb 87–89 months – 5 points;
- Wb 90–101 months – 6 points;
- Wb 102–113 months – 8 points;
- Wb 114 months or more – 10 points.

The Battery Warranty Period actually declared by the Tenderer remains binding, will be incorporated into the Agreement and may not be shortened after the expiry of the deadline for the submission of Offers.

Tie-breaking
If two or more Offers obtain the same total number of points K:

- the Offer with the lower net Offer Price is ranked higher;

- if the net Offer Prices are equal, the Offer with the earlier date of obtaining the PAC for the last batch is ranked higher;
- if those dates are also equal, the Offer which obtained the higher total number of points under criteria K3 and K4 is ranked higher.

Clarifications concerning the evaluated parameters

The Employer may request the Tenderer to clarify the content of the documents submitted to confirm the declared parameters. Clarifications may not lead to a change in the Offer Price, the proposed dates, the values of Gb or Wb, the offered EPM (IMV) model or configuration or the substantive content of the Offer, nor to the replacement, after the expiry of the deadline for the submission of Offers, of a non-compliant solution with a new solution. If the documents do not confirm the declared parameter and this deficiency cannot be remedied by means of permissible clarifications, the Offer shall be rejected. After the expiry of the deadline for the submission of Offers, a parameter declared in the Offer Form may not be replaced with a value less favourable to the Employer.

The Offer evaluation criteria and the method of awarding points remain unchanged from the commencement of the Tender Procedure until the completion of the evaluation of Offers.

1.25 Evaluation and comparison of Offers

Offers are evaluated and compared exclusively on the basis of the criteria set out in Clause 1.24, after prior confirmation of the compliance of the Offer with the Tender Documentation.

1.26 Cancellation of the procedure and the right to reject Offers

The Employer reserves the right to cancel the procedure, reject an Offer or refrain from concluding the Agreement in the cases specified in the Tender Documentation.

In particular, where:

- The Tender Procedure is affected by a defect that may affect the eligibility of expenditure;
- No Offer compliant with the requirements of the Tender Documentation has been submitted;
- The price of the most advantageous Offer exceeds the Employer's budget;
- A material change in circumstances concerning the Project or its financing has occurred;
- The institution financing the Project challenges the manner in which the Tender Procedure has been conducted or the scope of the Contract;
- The conclusion of the Agreement could expose the Employer to the risk of losing the co-financing;
- The Tenderer has submitted false information or out-of-date statements or documents affecting the outcome of the Tender Procedure;

- The Tenderer has refused to provide the required clarifications or has failed to present the required documents within the time limit set by the Employer.

If the selected Tenderer withdraws from concluding the Agreement, the Employer may conclude the Agreement with the Tenderer which, in a properly conducted Tender Procedure, obtained the next highest number of points.
The Employer announces the information on the outcome of the Tender Procedure, including the name of the selected Tenderer, its registered office (town) and the price of the most advantageous Offer, in the Competitiveness Database.

1.27 Conclusion of the Agreement

The Employer does not negotiate the content of Offers. After the selection of the most advantageous Offer, the Employer may agree with the selected Tenderer only on technical and organisational matters related to the conclusion of the Agreement, in particular the details of the Parties and their Representatives and the completion of the Special Conditions of the Agreement and the Schedules (V3) with data resulting from the Offer, in particular the Contract Price, the dates from the Delivery Schedule and the Warranty Periods and Battery Warranty Periods declared in the Offer Form.

- The arrangements referred to above may not lead to a change in the content of the Offer or in the provisions of the Agreement.
- The Agreement is concluded once the conditions specified by the Employer have been fulfilled.
- The Employer provides for the possibility of amending the Agreement to the extent and on the terms set out in § 4 CHANGES TO THE AGREEMENT and § 4 ADDITIONAL SERVICES AND ALTERNATIVE SERVICES of the General Conditions of the Agreement (V1.3).

1.28 Subcontractors

The Tenderer is obliged to indicate the key subcontractors and the scope of the works, supplies or services to be entrusted to them. Entrusting the performance of part of the Subject Matter of the Contract to a Subcontractor, including a change of Subcontractor, requires the Employer's prior consent, on the terms set out in the General Conditions of the Agreement (V1.3) – Subcontracting.

In addition:

- The Contractor shall ensure that Subcontractors and sub-subcontractors comply with the obligations arising from the implementation of the Project co-financed from FEnIKS funds, to the extent corresponding to the activities entrusted to them;

- Subcontractors should meet the requirements imposed on the Contractor under the provisions of the Agreement, in particular those concerning sanctions, conflict of interest, confidentiality, HSE, DNSH and inspections;
- The Contractor is liable for the acts and omissions of Subcontractors as for its own;
- The Employer may require certain FEnIKS obligations to be transferred to Subcontractors.
- At the Employer's request, the Contractor shall submit documents or statements confirming that the Subcontractors meet the requirements set out in the Tender Documentation and the Agreement.

2. Specific requirements for the FEnIKS Project

In order to ensure the transparency of the Tender Procedure and to enable Tenderers to prepare their Offers properly, the Employer sets out below the requirements arising from the performance of the Contract under the Project co-financed from the European Funds for Infrastructure, Climate and Environment 2021–2027 (FEnIKS) Programme.

The Tenderer acknowledges that the requirements set out in this Chapter affect the manner of performance of the Contract, the scope of the future Contractor's obligations and the manner of performance of the Agreement. The Tenderer acknowledges that the Employer, as a Beneficiary of funds from the FEnIKS Programme, is obliged to ensure that the performance of the Contract complies with the provisions of the Grant Agreement. Accordingly, the selected Contractor will be obliged to cooperate with the Employer to the extent necessary for the proper implementation, monitoring, inspection, audit and settlement of the Project.

2.1 Compliance with the Grant Agreement

The Tenderer acknowledges that the Agreement will be performed under the Project co-financed from the European Funds for Infrastructure, Climate and Environment 2021–2027 (FEnIKS) Programme. The selected Contractor undertakes to perform the Agreement in a manner that does not infringe the requirements of the Grant Agreement and to refrain from any actions or omissions that could result in expenditure being declared ineligible, the imposition of a financial correction or the loss of co-financing.

In addition:

- The Contractor should cooperate with the Employer in preparing the documents required for the settlement of the Project.
- The Contractor should provide the information necessary for reporting, inspections and audits.

- The Contractor should promptly inform the Employer of any circumstances that may affect the eligibility of expenditure, the performance deadline or consistency with the Project.

2.2 Eligibility of expenditure

The Contract should be performed in a manner enabling it to be demonstrated that the expenditure incurred by the Employer is reasonable, necessary, documented and consistent with the scope of the project and the programme rules.

In addition:

- The Contractor should issue invoices and settlement documents in accordance with the Agreement and the Employer's requirements;
- The description of invoices, acceptance protocols and supporting documents should enable the expenditure to be linked to the Project;
- The Contractor should provide documents confirming the performance of the scope, in particular protocols, reports, certificates, as-built documentation and other evidence of due performance;
- The Contractor should promptly provide clarifications concerning settlement documents and provide additional documents required by the Employer or the Authorised Institutions.

2.3 Inspections, audits and access to documents

The Contractor undertakes to cooperate with the Employer and the Authorised Institutions in the course of inspections, audits, verifications, checks and investigation proceedings related to the Project.

In addition:

- The Contractor will make available the documents, information, clarifications and data concerning the Agreement within the time limits specified by the Employer.
- The Contractor will ensure access to sites, documents and Personnel to the extent necessary for inspection activities (if applicable).
- The Contractor undertakes to remedy irregularities attributable to it and to support the Employer in preparing responses to post-inspection recommendations.
- The Contractor undertakes to provide the requested documents, information and clarifications within the time limits specified by the Employer.
- The Contractor will ensure that equivalent obligations to cooperate during inspections and audits are imposed on Subcontractors and sub-subcontractors.

2.4 Archiving of documentation

The Contractor is obliged to retain documentation related to the Agreement for the period required by the Agreement.

In addition:

- Documentation should be stored in a manner ensuring its integrity, legibility, availability and protection against loss;
- The Contractor may not destroy documentation before the expiry of the required period without the Employer's written consent;
- The required archiving period is also specified in the Tender Data;
- The Contractor should also ensure appropriate archiving obligations on the part of Subcontractors, where applicable;
- Upon receipt from the Employer of information on an extension of the documentation retention period resulting from the requirements of the Authorised Institutions, the Contractor undertakes to extend the archiving period accordingly.

2.5 Information and promotion

The Contractor is obliged to apply the requirements concerning the information and promotion of projects co-financed from European Union funds, to the extent communicated by the Employer.

In addition:

- The Contractor may not publish information about the project on its own if this would infringe confidentiality, the promotion rules or the Employer's interests.
- Materials marked with logos, boards, information about the co-financing or promotional communications require prior agreement with the Employer, where applicable.
- The Contractor undertakes to apply the Employer's guidelines and instructions concerning the labelling of materials, documents, deliveries, equipment or Project implementation sites, where such requirements apply.

2.6 DNSH, environment and sustainable development

The Contractor is obliged to perform the Agreement in compliance with the environmental protection requirements, the DNSH principles and the environmental requirements set out in the Tender Documentation, administrative decisions, permits, the Employer's Requirements and the Agreement.

In addition:

- The Contractor should identify and mitigate environmental risks related to the performance of the Agreement;
- The Contractor should keep documentation confirming compliance with environmental requirements, where applicable;
- The Contractor undertakes to promptly inform the Employer of any decisions, inspections, proceedings, breaches or environmental incidents that may affect the implementation of the Project.

2.7 Equal opportunities, non-discrimination and accessibility

The Contractor undertakes to perform the Agreement with respect for the principles of equal opportunities, non-discrimination, accessibility for persons with special needs and fundamental rights, to the extent applicable to the Subject Matter of the Agreement and the requirements specified by the Employer.

2.8 Fraud, corruption and collusion

The Employer requires the highest ethical standards. The Contractor may not engage in corruption, fraud, bid-rigging, misrepresentation, undue influence, conflicts of interest or other irregularities.

In addition:

- The Contractor is obliged to promptly inform the Employer of any suspected irregularity;
- The Contractor undertakes to inform its Personnel, Subcontractors and persons involved in the performance of the Agreement of the existing mechanisms for reporting irregularities and fraud;
- The Employer may report a suspected fraud to the competent institutions;
- Breaches in this respect may result in exclusion, rejection of the Offer, termination of the Agreement or the pursuit of claims.

2.9 Data, confidentiality and protection of information

The Contractor is obliged to keep confidential the information obtained in connection with participation in the Tender Procedure and the performance of the Agreement, in particular confidential information, commercial, technical and organisational information, personal data and information concerning the Project and its financing. The Contractor undertakes to use such information solely to the extent necessary for the performance of the Contract and to protect it against unauthorised disclosure, use or access by third parties. The confidentiality obligation applies both during the Tender Procedure and the performance of the Agreement and after their completion, for the period and on the terms set out in the Tender Documentation and the Agreement.

In addition:

- The Contractor undertakes to promptly inform the Employer of any detected or suspected personal data breach related to the performance of the Agreement;
- The Contractor will ensure that equivalent obligations are applied by Subcontractors and sub-subcontractors.

2.10 Reporting and project cooperation

If required by the Employer, the Contractor will provide reports, summaries, schedules, risk registers, progress information and other documents required for the management of the Project and the settlement of the co-financing.

In addition:

- The scope and frequency of reporting will be specified in the Agreement;
- Reports should be reliable, complete and verifiable on the basis of source documents;
- The Contractor should maintain a consistent reporting method throughout the performance of the Agreement;
- The Contractor undertakes to promptly inform the Employer of any events, risks or circumstances that may affect the performance deadline of the Agreement, the achievement of the Project objectives or the eligibility of expenditure.

3. Tender Data

In the event of discrepancies between the provisions of these Tender Data and the provisions of the general part of the Instructions to Tenderers (ITT), the Tender Data shall prevail. The foregoing does not apply to the extent that it would result in a breach of the applicable law, the provisions of the Grant Agreement or the requirements applicable to the Project co-financed from the FEnIKS Programme.

No.	Data item	Description
1	Project name	Purchase of IMV-Type Electric Vehicles
2	Procedure reference number	FENX-0021/25-P02
3	Grant Agreement number	Grant Agreement No. FENX.05.06-IP.02-0021/25-00 for the Project “Electrification and Modernization of the Intermodal Terminal in Gdańsk” FENX.05.06-IP.02-0021/25[1]
4	FEnIKS Measure / Priority	Under Measure FENX.05.06 Intermodal transport, Priority FENX.05 Support for the transport sector from the ERDF, of the European Funds for

No.	Data item	Description
		Infrastructure, Climate and Environment 2021–2027 Programme
5	Beneficiary / Employer	Baltic Hub Container Terminal sp. z o.o.
6	Procedure mode	Competitiveness principle
7	Source of financing	Project co-financed from the European Funds for Infrastructure, Climate and Environment 2021–2027 (FEnIKS) Programme. EU co-financing rate: 49% of eligible expenditure. The remainder is financed from the Beneficiary's own funds
8	Language of the Offer	The Offer may be prepared in Polish or in English. Documents prepared in another language shall be submitted together with a translation into Polish or English. In the event of discrepancies between the Polish and English versions of the Tender Documentation, the Polish version shall prevail, except for the V2 documents. The Tender Documentation is generally made available in Polish and English. Notwithstanding the foregoing, the technical documents constituting V2 (Technical Specification), including their appendices, have been prepared exclusively in English and constitute the binding documentation for the purposes of preparing the Offer and performing the Agreement.
9	Currency of the Offer	EUR (euro)
10	Advance Payment	The Employer provides for an advance payment of 10% of the Contract Price, payable after the conclusion of the Agreement and the delivery by the Contractor of the Advance Payment Guarantee and the Performance Guarantee.
11	Offer validity period	90 days from the expiry of the deadline for the submission of Offers
12	Deadline for questions from Tenderers	By **27 November 2026,** 16:00 CET
13	Deadline for answers to questions	By **4 December 2026,** 16:00 CET
14	Deadline for the submission of Offers	By **18 December 2026,** 16:00 CET
15	Date of opening of Offers	Offers will be opened no later than **23 December 2026**, 16:00 CET

No.	Data item	Description
16	Method of submission of the Offer	The Offer must be submitted exclusively via the Competitiveness Database, within the deadline specified in these Tender Data.
17	Contact with the Employer	Dedicated e-mail address: fenix.tenders@baltichub.com; telephone number: 885 544 533. Contact solely on technical matters concerning the use of the Competitiveness Database. Questions concerning the content of the Tender Documentation shall be submitted exclusively via the Competitiveness Database.
18	Evaluation criteria	In accordance with Clause 1.24 of these Instructions.
19	Required FEnIKS Compliance Statements (in accordance with Clause 1.13.3)	The templates of the statements are provided in Appendix No. 8 to the Offer Form.
20	Required archiving period	7 years from the date of signing of the last Final Acceptance Certificate (FAC). At the Employer's written request, submitted before the expiry of that period, the Tenderer (Contractor) shall extend the documentation retention period until the date specified by the Employer.
21	Securities (Performance Guarantee and Defects Liability Guarantee)	Performance Guarantee – in an amount equal to 10% of the Contract Price (net). Defects Liability Guarantee – in an amount equal to 5% of the Contract Price (net). Advance Payment Guarantee – in the amount of the Advance Payment; its provision is a condition for payment of the Advance Payment.

4. List of Appendices

The Appendices listed below form an integral part of these Instructions to Tenderers.

The order of the Appendices is purely editorial and technical and may not be interpreted as determining their hierarchy, precedence of application or legal significance. The order has been

established in accordance with the structure of the documentation and the sequence of references in the text of the Instructions to Tenderers.
The obligation to prepare, complete, sign and submit the individual Appendices arises in each case from the provisions of these Instructions to Tenderers, the Tender Data and the remaining Tender Documentation.

List of Appendices to the Tender Documentation

1. V0.1. These Instructions to Tenderers (ITT)
2. V0.2. Non-Disclosure Agreement (NDA)
3. V0.3. Offer Form

Part I Technical Offer

V0.3.1. Appendix No. 1 – Tenderer's Experience and References
V0.3.2. Appendix No. 2 – Technical Parameters and Compliance Matrix
V0.3.3. Appendix No. 3 – Implementation, Payment and Milestone Schedule
V0.3.4. Appendix No. 4 – Organisation, Personnel and Subcontractors
V0.3.5. Appendix No. 5 – List of Required Technical Documentation (list of documents to be submitted by the Tenderer)

Part II Commercial Offer

V0.3.6. Appendix No. 6 – Price Offer Schedule
V0.3.7. Appendix No. 7 – List of Deviations from the Tender Documentation

Part III FEnIKS Compliance Statements

V0.3.8. Appendix No. 8 – Tenderer's Statements Regarding the Implementation of the FEnIKS Project

Part IV Formal Documents

V0.4 Checklist for the submitted Offer, together with formal documents

4. V1. Commercial Terms

V1.1. Agreement Deed
V1.2. Special Conditions of the Agreement
V1.3. General Conditions of the Agreement
V1.4. Legal Forms (templates)
V1.5. Contractor's Statements Regarding the Implementation of the Project Under the European Funds for Infrastructure, Climate and Environment 2021–2027 (FEnIKS) Programme
V1.6. Non-Disclosure Agreement (NDA)

V2. Technical Specification

V2.1. Project Phasing and Deliverables
V2.2. Scope of Supply
V2.3. Main Technical Parameters
V2.4. HSE Requirements and Environmental and Social (E&S) Requirements
V2.5. Factory and Site Acceptance Checklist