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

V0.3.

Offer Form

This Offer Form shall be completed in full. If a given item does not apply to the Tenderer, "not applicable" shall be entered together with a brief justification, where the nature of the item so requires. The Offer Form shall be submitted together with all required appendices and documents specified in the ITT, the Tender Data and the remaining Tender Documentation.

Fields marked with [square brackets] must be completed.

Item	Content
Project name	Purchase of 136 brand-new IMV-type electric vehicles together with equipment, documentation, testing, training and warranty and maintenance service.
Employer	Baltic Hub Container Terminal sp. z o.o.
Procedure reference number	FENX-0021/25-P02
Grant Agreement number	FENX.05.06-IP.02-0021/25-00
FEnIKS Project	Electrification and Modernization of the Intermodal Terminal in Gdańsk
Subject of the Offer	Purchase of 136 brand-new IMV-type electric vehicles together with equipment, documentation, testing, training and warranty and maintenance service.
Full name of the Tenderer	[name, address, tax ID/company register number or other identifier]
Legal form	[…]
Registered office and address	[…]
Registration number / National Court Register (KRS) number or equivalent	[…]

Item	Content
Tax Identification Number (NIP) / tax identification number	[…]
Country of registration	[…]
Name and surname of the person authorised to represent the Tenderer	[…]
Position/function of the person authorised to represent the Tenderer	[…]
We offer to perform the entire Subject Matter of the Contract, comprising the design, manufacture, delivery and commissioning of 136 brand-new IMV-type electric vehicles, together with the required basic and additional equipment, data integration, technical and operating documentation, the performance of the required tests and acceptances, training of the Employer's Personnel and the provision of warranty and maintenance service during the Warranty Period, in accordance with the Tender Documentation.	
Net Offer Price	[amount in EUR, to two decimal places]
VAT	[amount / rate / information]
Gross Offer Price	[amount in EUR]
Appendix containing the detailed calculation	Appendix No. 6 – Price Offer Schedule
The Tenderer declares that the Offer Price covers the total remuneration for the due performance of the entire Subject Matter of the Contract, including all costs, risks, taxes, customs duties, fees, transport, insurance, securities, documentation, tests, acceptances, training, commissioning, integration, warranty and maintenance service and all other services and obligations arising from the Tender Documentation, the applicable law and good engineering practice. The Offer Price stated in the Offer Form must be consistent with the total Offer Price resulting from Appendix No. 6. The Tenderer may not make the Offer Price conditional upon conditions not provided for in the Tender Documentation. Delivery shall be made on DDP terms (excluding import VAT), in accordance with the Agreement.	
Compliance of the Offer with **V2.2. Scope of**	☐We confirm that the requirement is met. ☐We do not confirm that the requirement is met.

Item	Content
Supply (compliance with all mandatory items; required allocation of responsibilities accepted)	
Compliance of the Offer with **V2.3 Main Technical Parameters**	☐We confirm that the requirement is met. ☐We do not confirm that the requirement is met.
Commencement date of performance	[…], in accordance with Appendix No. 3.
Completion date of the entire Subject Matter of the Contract	[…], in accordance with Appendix No. 3 (date of issuance of the Final Acceptance Certificate (FAC) for the last batch of vehicles). The dates stated in the Offer Form must be consistent with Appendix No. 3 – Implementation, Payment and Milestone Schedule.
Date of obtaining the Employer's approval of the design (Customer Design Approval)	[…] weeks from the date of entry into force of the Agreement, in accordance with Appendix No. 3
Date of completion of FAT (Factory Acceptance Test)	[…], in accordance with Appendix No. 3
Delivery date of the first batch of vehicles	[…], in accordance with Appendix No. 3
Delivery date of the last batch of vehicles	[…], in accordance with Appendix No. 3
Date of obtaining Provisional Acceptance / issuance of the PAC for the last batch of vehicles (date	[…], in accordance with Appendix No. 3

Item	Content
declared in the "Delivery Schedule" section below)	
Date of obtaining Final Acceptance / issuance of the FAC for the last batch of vehicles	[…], in accordance with Appendix No. 3
The Tenderer confirms that the detailed dates for production, testing, deliveries, acceptances, training and achievement of the Milestones are set out in Appendix No. 3 – Implementation, Payment and Milestone Schedule. The values stated in this Offer Form must be consistent with Appendix No. 3.	
Advance Payment	10% of the Contract Price
Payment and Milestone Schedule	In accordance with Appendix No. 3, Part B
The Tenderer confirms that the Payment and Milestone Schedule (Appendix No. 3, Part B) is consistent with the payment split set out in the Agreement.	
Performance Guarantee	10% of the Contract Price (net)
Defects Liability Guarantee	5% of the Contract Price (net)
Advance Payment Guarantee	In the amount of the Advance Payment; provision of the Advance Payment Guarantee is a condition for payment of the Advance Payment (in accordance with the Agreement)
Required insurance	1. Cargo-in-transit insurance (Marine Cargo) on terms no narrower than Institute Cargo Clauses (A), with a sum insured of not less than 110% of the invoice value – in accordance with § 4 INSURANCE of the General Conditions of the Agreement and the Special Conditions of the Agreement; 2. Third-party liability insurance (GTPL), including product liability, with a sum insured of not less than EUR 10,000,000 – in accordance with § 4 INSURANCE of the General Conditions of the Agreement and the Special Conditions of the Agreement.

Item	Content
Offer validity period	90 days from the expiry of the deadline for the submission of Offers

Evaluation criterion

The evaluation rules are set out exclusively in Clause 1.24 of the ITT, and the Mandatory Requirements in Clause 1.24A of the ITT.

Evaluation criterion	Parameter declared by the Tenderer
K1 – Net Offer Price	Value stated in the "Net Offer Price" item above
K2 – Date of obtaining the Provisional Acceptance Certificate (PAC) for the last batch of EPM	[dd.mm.yyyy] – in accordance with the Delivery Schedule below
K3 – Warranty Period for the EPM vehicle, calculated from the date of signing of the PAC for the given EPM	[…] full months
K4 – Battery Warranty Period, calculated from the date of signing of the PAC for the given EPM	[…] full months

The Warranty Period and the Battery Warranty Period are expressed in full months and are calculated from the date of signing of the Provisional Acceptance Certificate (PAC) for the given EPM (IMV). The scope of the warranty, the permitted exclusions and the other warranty terms are identical for all Tenderers and arise exclusively from the Warranty Card (V1.4) and the Agreement.

The declared parameters are binding and will be incorporated into the Agreement.

Delivery Schedule

The Tenderer shall state the number of batches (not fewer than 2 and not more than 7), the number of EPM (IMV) in each batch and the planned date of obtaining the Provisional Acceptance Certificate (PAC) for each batch. Unused rows shall be marked "not applicable". The PAC date for the last batch constitutes the date subject to evaluation under criterion K2. The dates stated below must be consistent with Appendix No. 3 and meet the requirements set out in Clause 1.24A of the ITT.

Number of batches: […]

Batch	Number of EPM (IMV) [pcs]	Planned date of obtaining the PAC
1	[…]	[dd.mm.yyyy]
2	[…]	[dd.mm.yyyy]
3	[…]	[dd.mm.yyyy]
4	[…]	[dd.mm.yyyy]
5	[…]	[dd.mm.yyyy]
6	[…]	[dd.mm.yyyy]
7	[…]	[dd.mm.yyyy]
Total	**136**	—

Item	Content
Name and surname of the person designated for contact in matters relating to the Offer	[…]
Position/function of the person designated for contact in matters relating to the Offer	[…]
E-mail address of the contact person	[…]
Telephone number of the contact person	[…]

Acting on behalf of the Tenderer, we declare that:

1. we offer to perform the entire Subject Matter of the Contract, comprising the delivery of 136 brand-new IMV-type electric vehicles together with the full scope of equipment, documentation, integration, tests, acceptances, training and warranty and maintenance service required by the Tender Documentation;
2. we have read the entire Tender Documentation, including its amendments, the clarifications and the Employer's answers published before the deadline for the submission of Offers, and have taken them into account in preparing the Offer;
3. we accept the terms of the procedure and submit an Offer consistent with the Tender Documentation, subject only to the deviations expressly indicated in Appendix No. 7 – List of Deviations from the Tender Documentation;
4. the Offer meets all requirements specified in Clause 1.24A of the ITT as Mandatory Requirements, and no deviation, reservation, limitation, condition or modification indicated by the Tenderer relates to such requirements;
5. we confirm that the Offer Price covers all services, costs and risks necessary for the due performance of the entire Subject Matter of the Contract;
6. we confirm that the offered IMV vehicles and all services covered by the Offer meet the requirements set out in the Technical Specification (Volume II), subject only to the permissible deviations expressly indicated in Appendix No. 7;
7. we undertake to carry out the FAT, delivery, commissioning, SAT and the other tests and acceptances in accordance with the Tender Documentation, in particular V2.1 and V2.5;
8. we undertake to deliver the required Technical Documentation, operating, acceptance and as-built documentation and to provide the required training of the Employer's Personnel, in accordance with the Tender Documentation;
9. we confirm that the Offer covers all equipment, software, licences, tools, fittings, integrations and services necessary for the complete and proper performance of the Subject Matter of the Contract, including where a given element has not been listed separately but is necessary to achieve the required functionality;
10. The Contract will be performed (tick as appropriate):

□ without the involvement of Subcontractors or key suppliers requiring identification in accordance with the Tender Documentation;

□ with the involvement of Subcontractors or key suppliers indicated in Appendix No. 4

The Tenderer confirms that it has indicated in Appendix No. 4 the names of the key Subcontractors or suppliers and the scope of the works, supplies or services entrusted to each of

them. The Tenderer will ensure that the Subcontractors comply with the obligations arising from the Tender Documentation, in particular those concerning sanctions, conflict of interest, confidentiality, HSE, DNSH, inspections, audits and archiving.

11. should our Offer be selected, we undertake to conclude the Agreement on the terms set out in the Tender Documentation and in accordance with the content of the submitted Offer;
12. we acknowledge that the Contract is being carried out under a Project co-financed from the European Funds for Infrastructure, Climate and Environment 2021–2027 (FEnIKS) Programme and that, should the Agreement be concluded, we will be obliged to comply with the requirements arising from the Grant Agreement, the rules on the eligibility of expenditure and the other requirements applicable to the implementation of the Project;
13. we undertake to cooperate with the Employer in monitoring, reporting, inspections, audits, archiving of documentation, settlement of the Project, making documents available and providing the information necessary to fulfil the obligations arising from the Grant Agreement;
14. we confirm the completeness, validity and truthfulness of the information and documents submitted in the Offer;
15. we confirm that the Offer has been prepared in [Polish / English]; we have attached any documents prepared in another language together with a translation into Polish or English; we acknowledge that the V2 technical documents prepared exclusively in English constitute the binding technical documentation;
16. we undertake to promptly inform the Employer of any circumstances that could affect the accuracy of the information contained in the Offer, the fulfilment of the conditions for participation in the Tender Procedure or the ability to duly perform the Agreement.
17. we undertake to submit the Offer exclusively via the Competitiveness Database (Baza Konkurencyjności), within the deadline and in the form specified in the Tender Data;
18. together with the Offer, we submit the Non-Disclosure Agreement (V0.2) signed by the person or persons authorised to represent the Tenderer;
19. we confirm that the Offer has been signed by the person or persons authorised to represent the Tenderer or by a duly authorised attorney, and that the required power of attorney has been attached to the Offer if the authorisation does not result from the registration documents.

Appendices forming an integral part of the Offer:

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

Appendix No. 7 must be submitted also where the Tenderer reports no deviations. Where there are no deviations, the Tenderer ticks the declaration of no deviations in Appendix No. 7. Failure to indicate deviations in a duly submitted Appendix No. 7 means unconditional acceptance of 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

V0.2 Non-Disclosure Agreement (NDA)

Item	Content
Method of signing the Offer Form The Offer Form shall be signed by the persons authorised to represent the Contractor 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).	[...]

Date (if not disclosed in the signature)	[…]