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

V0.3.8. Tenderer's Statements Regarding the Implementation of the FEnIKS Project

Appendix No. 8 to the Offer Form – Tenderer's Statements Regarding the Implementation of the FEnIKS Project

Considering that the Contract is being carried out under the Project "Electrification and Modernization of the Intermodal Terminal in Gdańsk", co-financed from the European Funds for Infrastructure, Climate and Environment 2021–2027 (FEnIKS) Programme, the Tenderer acknowledges that the performance of the Agreement is subject to the requirements arising from the rules governing the use of European Union funds, the principles of transparency and fair competition, and the prevention of fraud and conflicts of interest, and may also be subject to inspection, audit and verification by authorised national and EU institutions. The Tenderer further acknowledges that these statements relate to the Tender Procedure stage and do not form part of the Agreement, and that the Tenderer whose Offer is selected will, before the conclusion of the Agreement, submit the Contractor's Statements Regarding the Implementation of the FEnIKS Project, constituting document V1.5 of the Agreement.

In view of the above, the Tenderer makes the following statements and confirms its readiness to accept the following obligations should its Offer be selected and the Agreement be concluded:

1. Statement on the absence of a conflict of interest

The Tenderer declares that, as at the date of submission of the Offer, there is no conflict of interest that could affect its impartial, objective and fair participation in the Tender Procedure.

In particular, the Tenderer declares that:

1. there are no personal, capital or other links between the Tenderer and the Employer that could infringe the principles of fair competition, impartiality or transparency; in particular, the Tenderer is not linked to the Employer personally or by capital within the meaning of Clause 1.6 of the Instructions to Tenderers (ITT);
2. there are no circumstances that could lead to a conflict of interest within the meaning of the applicable law, the rules for implementing projects co-financed from European Union funds and the provisions of the Tender Documentation;
3. it will promptly inform the Employer of any circumstance that could cause, create a risk of or result in a conflict of interest;
4. should the Agreement be concluded, it will take appropriate measures to prevent a conflict of interest throughout the term of the Agreement.

2. Sanctions statement

The Tenderer declares that:

1. the Tenderer, its beneficial owners, parent companies, entities making resources available to it and the indicated subcontractors are not subject to national, EU or international sanctions that would prevent participation in the Tender Procedure or the performance of the Agreement;

2. the entities referred to above are not subject to any prohibitions on concluding agreements, awarding contracts or transferring public funds;
3. it is not subject to exclusion under 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, or under Article 5k of Council Regulation (EU) No 833/2014, as referred to in Clause 1.7 of the ITT;
4. it will not entrust the performance of the whole or any part of the Agreement to entities subject to sanctions or to prohibitions on participating in the performance of contracts;
5. it will monitor the validity of the information covered by this statement throughout the Tender Procedure and, should the Agreement be concluded, throughout its performance;
6. it will promptly inform the Employer of any change in the factual or legal situation that could affect the truthfulness of this statement.

3. Statement of compliance with the requirements of the FEnIKS Project

The Tenderer declares that:

1. it has been informed 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;
2. it acknowledges that, should its Offer be selected, it will be obliged to perform the Agreement in compliance with the principles of transparency, integrity, business ethics and due diligence;
3. should the Agreement be concluded, it will cooperate with the Employer in documenting, monitoring, reporting, inspecting, auditing and settling the Project, including, at the Employer's request, providing reports, summaries, schedules, risk registers, progress information and other required documents, and will promptly inform the Employer of any events, risks or circumstances that could affect the performance deadline of the Agreement, the achievement of the Project objectives or the eligibility of expenditure;

4. it will not undertake any actions or omissions that could result in the imposition of financial corrections, expenditure being declared ineligible, or the loss or reduction of the Project co-financing;
5. it will ensure that the obligations arising from these statements are appropriately transferred to the contracts concluded with subcontractors and sub-subcontractors participating in the performance of the Agreement;
6. it will promptly provide the Employer with any information that could affect the proper implementation or settlement of the Project.

4. Statement and undertaking concerning the prevention of conflicts of interest, fraud, corruption and bid-rigging

The Tenderer declares that it has not participated and does not participate in any agreements aimed at restricting competition, in particular in bid-rigging.

The Tenderer further confirms that, should the Agreement be concluded, it will be obliged to:

1. apply high standards of integrity, transparency and ethical conduct at all stages of the performance of the Agreement;
2. counteract any actions that could result in fraud, corruption, a conflict of interest or other irregularities;
3. refrain from participating in agreements aimed at restricting competition, in particular in bid-rigging, throughout the performance of the Agreement;
4. inform its Personnel, Subcontractors, sub-subcontractors and other persons involved in the performance of the Agreement of the existing mechanisms for reporting potential irregularities or fraud related to the implementation of the Project;

5. Statement concerning environmental protection and the DNSH principle

The Tenderer declares and confirms that, should the Agreement be concluded, it will be obliged to:

1. perform the Agreement in compliance with the environmental protection requirements arising from the applicable law, the Tender Documentation, administrative decisions and the provisions of the Agreement;
2. perform the Agreement in accordance with the “Do No Significant Harm” (DNSH) principle, to the extent applicable to the Subject Matter of the Agreement;

3. take measures to minimise the negative environmental impact of the works, supplies or services carried out;

4. keep and retain documentation confirming compliance with environmental requirements, if required by the Employer or the competent institutions;

5. promptly inform the Employer of any decisions, inspections, proceedings, breaches or environmental incidents that could affect the performance of the Agreement or the Project.

6. Undertaking concerning the archiving of documentation and cooperation during inspections

The Tenderer confirms that, should the Agreement be concluded, it will be obliged to:

1. retain the documentation related to the performance of the Agreement for the period specified in the Tender Data, the Agreement and the requirements arising from the Grant Agreement, taking into account any extension of that period communicated by the Employer in connection with the requirements of the competent Authorised Institutions;

2. make available to the Employer all documents, data, explanations and information concerning the performance of the Agreement that are necessary for the proper implementation, inspection, audit, monitoring and settlement of the Project;

3. cooperate with the Employer and the authorised national and EU institutions during inspections, audits, verification activities and proceedings concerning the Project;

4. ensure that equivalent obligations are imposed on subcontractors and sub-subcontractors participating in the performance of the Agreement, insofar as their participation is envisaged.

7. Statement concerning the protection of personal data

The Tenderer declares and confirms that, should the Agreement be concluded:

1. it will process personal data solely in accordance with the applicable law, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR) and the relevant national provisions;

2. it will implement and apply appropriate technical and organisational measures ensuring the protection of personal data against accidental or unlawful destruction, loss, alteration, disclosure or unauthorised access;

3. it will ensure that access to personal data is granted only to authorised persons who are bound to keep such data confidential;

4. it will promptly inform the Employer of any detected or suspected personal data breach related to the performance of the Agreement;

5. it will cooperate with the Employer in investigating incidents related to the protection of personal data and in fulfilling the obligations arising from the applicable law;

6. it will ensure that equivalent personal data protection obligations are fulfilled by subcontractors and sub-subcontractors participating in the performance of the Agreement.

The Tenderer confirms that, should the Agreement be concluded, it will protect confidential, commercial, technical and organisational information, personal data and information concerning the Project and its financing in accordance with the Tender Documentation, the Agreement and the applicable law, and will ensure compliance with the relevant obligations by Subcontractors and sub-subcontractors.

8. Statement concerning information and promotion of the Project

The Tenderer confirms that, should the Agreement be concluded:

1. it will apply the requirements concerning the information and promotion of projects co-financed from European Union funds to the extent communicated by the Employer;
2. it will not publish information about the Project in a manner that infringes confidentiality, the rules on information and promotion of the Project or the Employer's interests, and, where required by the Tender Documentation, the Agreement or the Employer's instructions, it will obtain the Employer's prior consent;
3. materials, documents, boards, markings or communications using logos or information about the co-financing will be subject to prior agreement with the Employer, if such a requirement arises from the Tender Documentation, the Agreement or the Employer's instructions;
4. it will apply the Employer's guidelines and instructions concerning the labelling of materials, documents, the Deliverable(s), equipment or Project implementation sites.

9. Statement concerning equal opportunities, non-discrimination and accessibility

The Tenderer confirms that, should the Agreement be concluded, it will 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.

The Tenderer declares that all of the above statements are true as at the date of submission of the Offer.

The Tenderer undertakes to promptly inform the Employer of any change in circumstances affecting the validity of any of the above statements, both at the Tender Procedure stage and, should the Agreement be concluded, throughout its performance.

The Tenderer further confirms that, should its Offer be selected and the Agreement be concluded, it will accept and comply with the obligations arising from these statements throughout the performance of the Contract.

TENDERER

.....
(name of the Tenderer)

.....
(name and surname, position)

.....
(date and signature of the person authorised to represent the Tenderer)