Appendix No. 2 to DNR - Contractor's declaration regarding the Capital Group

Declaration of membership/non-membership in the same capital group within the meaning of the Act of 16 February 2007 on Competition and Consumer Protection \*

Public procurement procedure in the negotiated mode for the "**OFFSHORE WIND FARM BALTICA – 2: expert services for Grid Tests and Power Quality Measurements**", Procedure No. **POST/BAL/IPT/PROC/00031/2025** (hereinafter referred to as the "Procedure")

In connection with applying for the award of a public contract under the aforementioned Proceedings, I hereby declare, on behalf of the Contractor ……………………………………………………………. (insert name), that:

1. The Contractor belongs to a capital group\* within the meaning of the Act of 16 February 2007 on Competition and Consumer Protection (Journal of Laws of 2020, item 1076, as amended), the same to which [ ] belongs, i.e., another contractor/contractors\* who/who\* submitted an Application\* in the Proceedings.

2. The Contractor does not belong to the same capital group\* as other contractors who submitted an Application in the Proceedings.

I hereby declare that the connections with another Contractor/contractors\* indicated in point 1 above do not lead to distortion of competition in the Proceedings. In witness thereof, I hereby certify/enclose\*:

\*delete as appropriate

Declaration signed electronically.

**Appendix No. 3 to DNR - Application to participate in the proceedings**

The Contracting Entity:

**Elektrownia Wiatrowa Baltica 2 sp z o.o.**

ul. Mokotowska 49,

00-542 Warszawa

**APPLICATION FORM FOR ADMISSION TO PARTICIPATE IN THE PROCEEDINGS**

**1. The application is submitted by:**

**CONTRACTOR 1**

address, street address………………………………………………………………………………………………………………..

postal code ……………………….. city ……………………….. country ………………………………………………………

phone no……………………………….., fax no………………………………………………………………………………………

e-mail address ……………………………………………………………………………………...........................................

NIP………………………………………………………………………………………………………………………………………………….

REGON……………………………………………………………………………………………………………………………………………….

**CONTRACTOR 2\***

address, street address…………………………………………………………………………………………………………………………………………..

postal code …………………………………….. city ……………………………………..…………….. country …………………………………………….

phone no., fax no., e-mail address ……………………………………………………………………………………...

NIP……………………………………………………………………………………………………………………………………………….

REGON (name and precise contact details of the Contractors jointly applying for the contract) **ATTORNEY\*** to represent the Contractor/Contractors jointly applying for the contract. Orders (e.g. **Consortium Leader**)

Address, Street Code ……………………….. City ……………………….. Country ………………………..

Telephone No., Fax No., Email Address ……………………………………………………………………………………...

Tax Identification Number (NIP),

REGON

**\* to be completed only by joint Contractors applying for the award of the Order**

**II. Person Authorized to Contact the Contracting Entity (regarding this Application):**

|  |  |
| --- | --- |
| Name and surname: |  |
| Contractor: |  |
| Address: |  |
| Phone no: |  |
| e-mail: |  |

1. Referring to the Contract Notice in the Sectoral Contract Award Procedure conducted under the name „**OFFSHORE WIND FARM BALTICA – 2: expert services for Grid Tests and Power Quality Measurements**”, number **POST/BAL/IPT/PROC/00031/2025**
2. We are submitting an Application to Participate in the Proceedings and thereby declaring our willingness to participate in the Proceedings;
3. We declare that we have become familiar with the content of the procurement documents and the terms and conditions of participation in the Proceedings and acknowledge that we are bound by the provisions and rules of procedure specified therein;
4. We declare that the Application is public and does not contain information constituting a trade secret within the meaning of the regulations on combating unfair competition, with the exception of information contained in files submitted in the "Classified Document (Trade Secret)" directory. These files constitute a trade secret within the meaning of the Act of 16 April 1993 on Combating Unfair Competition.

(If the Contractor claims a trade secret, they are obligated to demonstrate that the claimed information constitutes a trade secret within the meaning of Article 11, Section 2 of the Act of 16 April 1993 on Combating Unfair Competition).

1. We declare that:
2. We are capable of performing the Subject Matter of the Contract in accordance with the requirements specified in the Description of Needs and Requirements.
3. We declare that all information provided in this Application is current and truthful and has been presented with full awareness of the consequences of misleading the Contracting Entity in providing such information.
4. Under penalty of perjury, we declare that the information provided in the Application and the documents and declarations attached to it describe the factual and legal circumstances as of the date of submission of the Applications (Article 297 of the Penal Code).
5. We declare that we have become familiar with the principles set forth in the Code of Conduct, which constitutes Appendix 5 to the "Regulations for Offer Procedures Implemented by EWB 2 and EWB 3." If our Offer is selected, we assure that we will comply with all applicable laws and the provisions of the aforementioned documents in our operations. We declare that we will exercise due diligence to ensure that our employees, collaborators, subcontractors, and other persons involved in providing services comply with the provisions of the aforementioned documents.
6. We provide sufficient guarantees to implement appropriate technical and organizational measures to ensure that the processing of personal data meets the requirements of applicable personal data protection laws and the provisions of the Regulation (General Data Protection Regulation) – hereinafter referred to as the "GDPR" – applicable and protects the rights of data subjects.
7. We are aware of all obligations arising from applicable personal data protection laws and the provisions of the GDPR, which must be fulfilled by the entity processing personal data on behalf of the data controller.
8. We have fulfilled all obligations towards the individuals whose data we transfer and towards the Client arising from personal data protection laws and the provisions of the GDPR.
9. The personal data we provide may be used only for purposes related to the ongoing public proceeding no. POST/BAL/IPT/PROC/00031/2025.
10. This Application, together with its attachments, consists of files.
11. List of Attachments:

The following attachments are attached to this Application::

Qualified electronic signatures of the person(s) authorized to sign on behalf of the Contractor

**Appendix No. 5 to DNR –** COMMITMENT OF THE RESOURCE PROVIDER

## Commitment of the resource provider during the performance of the Contract titled: “OFFSHORE WIND FARM BALTICA – 2: expert services for Grid Tests and Power Quality Measurements”, Procedure no. ****POST/BAL/IPT/PROC/00031/2025****

## Acting for and on behalf of:

|  |  |  |
| --- | --- | --- |
| **Full name of the resource provider** | **Address of the resource provider** | **NIP (Tax ID)/REGON** |
|  |  |  |

## Acting pursuant to Article 79(1) of the Utilities Directive, WE HEREBY REPRESENT that we undertake to provide to the Contractor, i.e. to ………………………….…………………………. with its registered office at ………………………….…………………………., the following resources that are necessary for the performance of the Contract:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Condition/ selection criterion**  **that will be met with the resources provided by a third party** | **Resource type** | **Scope of resources placed at the disposal of the Contractor by the resource provider** | **Manner in which the resources of the resource provider will be used by the Contractor in the performance of the contract** | **Are the resources to be provided for the entire contract/agreement performance period? (YES/NO[[1]](#footnote-1))** | **Whether and to what extent the entity providing the resources, on whose capabilities the contractor relies with regard to the conditions of participation in the procedure regarding education, professional qualifications or experience, will carry out the works** |
| Technical or professional capacity |  |  |  |  |  |

## We also REPRESENT that we have authorised the Contractor to certify true copies of original documents issued for us and submitted under the Procedure in question to prove the absence of grounds for excluding us from the Procedure, and to prove the Contractor’s fulfilment of the conditions for participation and the selection criteria in this Contract award Procedure (including the authorisation to grant delegated powers of attorney with this regard).

## Note: Please do not modify any table fields marked grey. The third party shall only complete those fields (table rows) that relate to the resources it is providing. The remaining rows need to be crossed out, left empty or deleted.

## The Commitment has been signed electronically.

**Appendix No. 6 to DNR –** THE CONTRACTOR’S REPRESENTATION ON NOT BEING SUBJECT TO EXCLUSION FROM THE PROCEDURE AND COMPLIANCE WITH THE CONDITIONS FOR PARTICIPATION SPECIFIED IN THE PROCEDURE

DECLARATION ON FULFILLMENT OF THE CONDITIONS FOR PARTICIPATION SET OUT IN THE CODE OF CONDUCT CONSTITUTED AS ANNEX 5 TO THE RULES OF THE EWB-2 AND EWB-3 OFFER PROCEDURE

Concerning the Application submitted in the Public Procurement Procedure conducted in the negotiated procedure with prior invitation to compete for the contract entitled "**OFFSHORE WIND FARM BALTICA – 2: expert services for Grid Tests and Power Quality Measurements** ", Procedure No. **POST/BAL/IPT/PROC/00031/2025**

Contractor Name:

Address:

Taxpayer Identification Number (NIP), National Business Registry Number (REGON):

**I declare** that neither the Contractor nor any member of the management or supervisory body, partner of a general partnership or limited partnership, general partner of a limited partnership or limited joint-stock partnership, or proxy have been convicted by a final judgment of an offense referred to in the Code of Conduct, and that the Contractor is not subject to exclusion from the proceedings on this basis or on the grounds described in the Code of Conduct constituting Annex 5 to the Rules of the Offer Procedure by EWB-2 and EWB-3, i.e., we adhere to at least the following standards:

HUMAN RIGHTS AND EMPLOYMENT STANDARDS

We respect human rights in the context of both employee standards and business activities. All employees and other persons cooperating with us must be treated fairly, with respect, and with due regard for their dignity.

Employee Health and Safety

We provide a safe workplace for our employees by complying with applicable standards and regulations regarding occupational health and safety. All employees receive appropriate job instructions, including information on workplace health and safety conditions and requirements, and protective equipment, and receive appropriate training.

Prohibition of Discrimination

We do not practice or tolerate any form of discrimination based on gender, race, ethnic origin, nationality, religion, creed, belief, disability, age, sexual orientation, health status, political beliefs, marital status, or membership in organizations. This applies to the recruitment and hiring of employees, their employment relationship (limited access to promotions, bonuses, training, etc.), and termination of employment.

Remuneration and Working Conditions

We pay our employees at least the legally required minimum wage on time and adequately cover all legally required labor costs, particularly social security and taxes.

We respect our employees' terms of employment, as well as terms regarding working hours, vacation leave, childcare absences, sick leave, and all other matters in accordance with law, industry standards, or collective bargaining agreements. We do not employ work patterns that involve working more than 60 hours per week, including regular overtime, ensuring compliance with applicable limits on normal and overtime hours set out in law, industry standards or collective bargaining agreements.

Prohibition of Forced Labor

We do not engage in any form of forced labor in Poland or abroad. Our employees' work is voluntary, and the employment relationship may be terminated voluntarily by employees. This also applies to overtime and public holidays, provided that employees are not subject to specific legal provisions in this regard. We provide all employees with written employment contracts specifying the terms of employment in a language the employee understands. This applies to all employees employed directly, by a contractor, or recruited through a temporary employment agency.

Prohibition of Child Labor

We do not engage in the use of child labor. We prohibit the use of child labor and have ensured that no person under the age of 15 (or 14, where permitted by national law) or under the age of completing compulsory education in the country where the goods or services are produced, if such age is higher than 15, is employed. In the case of legally employed minors, such workers should be assigned to light work. Light work must not endanger the life, health, or psychophysical development of minors and must not interfere with school obligations.

Freedom of Association

We recognize and respect our employees' right to freedom of assembly and association. We respect employees' rights and other employee rights to join or refrain from joining any lawful employee association or trade union of their choice or, where restrictions exist in this regard, alternative forms of independent and free employee representation. We do not discriminate against employee representatives and employees who choose to join such associations or not. We engage in discussions with employee representatives in good faith.

ENVIRONMENTAL CARE

We declare that we conduct our business in a responsible manner, prevent environmental threats, and limit the negative impact of our activities on the natural environment. We use natural resources, such as water and energy, responsibly. Environmental Compliance

We comply with environmental regulations, in particular by obtaining all legally required permits and licenses to operate and meeting all related operational and reporting requirements.

Waste Management and Pollution Prevention

We minimize waste generation and reduce emissions in our business operations. We are committed to selecting effective technologies to reduce negative environmental impacts.

Environmental Management System

If we have a significant environmental footprint, we will implement a structured and systematic approach to environmental protection in our business operations, particularly in addressing negative impacts on specific components of the natural environment.

Environmental Impact

We strive to minimize the negative impact of our products or services on the environment, health, and human livelihoods throughout their entire life cycle by:

1. adopting a preventative approach to climate change related to our operations, products, and services,

2. applying a preventative approach to the use of resources and materials (including hazardous materials) and seeking environmentally friendly alternatives where possible,

3. disclosing the use of hazardous materials to facilitate the safe management of our products during use, recycling, and disposal,

4. protecting biodiversity and promoting the sustainable and efficient use of land, natural resources, and energy,

5. establishing control mechanisms to prevent pollution caused by hazardous substances, waste, sewage, and air emissions,

6. ensuring access to emergency response measures, including emergency environmental conditions, fires, and excessive emissions and spread of pollutants exceeding air quality criteria,

7. ensuring access to immediate measures to protect human health and the environment, and

8. adhering to the "polluter pays" principle. RELATIONS WITH LOCAL COMMUNITIES

We declare that, where necessary, we will engage and consult with local communities potentially affected by our operations, including indigenous peoples, and avoid causing or contributing to negative impacts on their human rights. This may include impacts on culture, the environment, natural resources, land, infrastructure, or other factors relevant to the realization of the human rights of local communities, including their health and livelihoods.

CONFLICT-AFFECTED AREAS AND CONFLICT MINERALS

When operating in conflict-affected areas or sourcing raw materials from them, we exercise due diligence to ensure there are no connections with or support for the financing of armed groups.

We also ensure that our products do not contain conflict minerals sourced from mines that support or finance conflict in conflict-affected areas. ANTI-CORRUPTION AND FRAUD

Legal Compliance and Business Integrity

We conduct our business legally, ethically, and honestly.

Fair Competition and Antitrust

We conduct our business in compliance with all applicable competition laws, including, for example, refraining from dumping and price fixing.

Anti-Money Laundering

We take steps within our business operations to ensure compliance with anti-money laundering and counter-terrorist financing regulations and to mitigate related risks.

Zero Tolerance for Corruption and Fraud

We do not engage in any form of corruption, fraud, bribery, extortion, embezzlement, fraud, or any other similar activities. We do not directly or indirectly offer or accept any unwarranted benefits or promises of benefits, including material, financial, personal or inappropriate gifts, etc., in exchange for taking or refraining from taking specific actions.

Bribery, corruption, and kickbacks occur when payments, gifts, or items of value (financial or otherwise) are offered, promised, made, authorized, requested, or accepted in order to improperly influence a decision or the outcome of an action affecting our business. Giving or accepting bribes, corrupt offers, or kickbacks (or attempting to give or accept them) constitutes a serious criminal offense and may result in imprisonment for those involved, significant fines, and damage to the Client's reputation.

Under no circumstances will we offer, promise, or give any financial (or other) advantage to a government official or business partner in order to improperly influence a decision or the outcome of an action affecting our business. This ensures that there is no suspicion that the Client may be giving or receiving bribes or kickbacks in any form, directly or indirectly. Accordingly, we will maintain policies and procedures regarding the offering and receiving of gifts, meals, travel, and entertainment.

Business Partner Compensation

Remuneration paid to us may not be used to provide us, our clients, or third parties with any unjustified benefits.

Conflict of Interest

We avoid conflicts of interest that could undermine their credibility or the Client's trust in us, or the trust of third parties in the Client.

Treatment of Public Office Holders

We do not tolerate and will not engage in the provision, offering, or promising of any unlawful or unjustified benefits to public office holders, regardless of whether such benefits are provided or offered directly or through third parties.

Political Parties

We do not tolerate or engage in the provision of any unlawful tangible or intangible benefits to political parties, their representatives, or candidates for political office. Donations and Sponsorships

We do not make donations legally and solely on a voluntary basis, without expecting any unjustified benefits in return. Sponsoring individuals, groups, or organizations must not be aimed at obtaining unlawful business advantages.

BUSINESS PARTNERS' COMMITMENT TO COMPLY WITH THIS CODE OF CONDUCT

We adhere to ethical standards equivalent to those described above and in the Code of Conduct, and to establish an appropriate system for monitoring compliance and responding to situations where such standards are not met, within a timeframe agreed with the Client. We declare that we will establish at least equivalent requirements for our Contractors, Subcontractors, and Suppliers with respect to services and deliveries to the Client.

The Client operates a whistleblower system as a tool for reporting irregularities. A whistleblower can be any person, in particular employees, consultants, contractors, subcontractors, suppliers, and sub-suppliers. This is a person who reports irregularities and information about suspected or actual non-compliance, the consequences of which may harm the Contracting Entity. Reports may, in particular, concern criminal activities, corruption, violations of employee rights, or conflicts of interest.

Reporters are protected.

CONSEQUENCES OF NON-COMPLIANCE WITH THE BALTICA 2 CODE OF CONDUCT FOR BUSINESS PARTNERS

In the event of violations of the Code of Conduct, we allow for the implementation of appropriate corrective measures within a reasonable time. We will immediately undertake investigative and corrective actions if we become aware of or suspect non-compliance with the principles set out in the Code of Conduct.

We make this declaration with full awareness of the consequences of misleading the Contracting Entity.

This declaration has been signed electronically.

Appendix No. 7A to DNR - **Representation concerning relations with Russia**

**REPRESENTATION CONCERNING RELATIONS WITH RUSSIA**

Public contract award procedure in the form of a open Offer for the “**OFFSHORE WIND FARM BALTICA – 2: expert services for Grid Tests and Power Quality Measurements**”, Procedure no. **POST/BAL/IPT/PROC/00031/2025** (hereinafter: “**Procedure**”).

1. **Prohibited relations with Russia**

Pursuant to Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia’s actions destabilising the situation in Ukraine, it is prohibited to award or continue the execution of any public procurement contract to a Offerer in specific relations with Russia.

The prohibited relations with Russia are those described in Regulation 833/2014. Article 5k of Regulation 833/2014 provides as follows with regard to the Offerer’s relations with Russia:

**Article 5k**

“1. It shall be prohibited to award or continue the execution of any public or concession contract falling within the scope of the public procurement Directives, as well as Article 10, paragraphs 1, 3, 6(a) to 6(e), 8, 9 and 10, Articles 11, 12, 13 and 14 of Directive 2014/23/EU, Article 7 and 8, Article 10 (b) to (f) and (h) to (j) of Directive 2014/24/EU, Article 18, Article 21 (b) to (e) and (g) to (i), Articles 29 and 30 of Directive 2014/25/EU and Article 13 (a) to (d), (f) to (h) and (j) of Directive 2009/81/EC, to or with:

(a) a Russian national, or a natural or legal person, entity or body established in Russia;

(b) a legal person, entity or body whose proprietary rights are directly or indirectly owned for more than 50 % by an entity referred to in point (a) of this paragraph; or

(c) a natural or legal person, entity or body acting on behalf or at the direction of an entity referred to in point (a) or (b) of this paragraph,

including, where they account for more than 10% of the contract value, subcontractors, suppliers or entities whose capacities are being relied on within the meaning of the public procurement Directives.”

[…]

4. The prohibitions in paragraph 1 shall not apply to the execution until 10 October 2022 of contracts concluded before 9 April 2022.”

1. **SIGNATURE**

The undersigned Contractor represents that the Contractor (including legal persons that form part of the Consortium, as specified in the ToR) has no links with Russia, which are prohibited by EU Regulation No 833/2014.

In addition, the undersigned Contractor represents that its subcontractors, suppliers or entities on whose capacity it relies within the meaning of the Public Procurement Directives (e.g. an entity that intends to perform or deliver part of the Agreement, directly or indirectly, or the Supporting Entity defined in the ToR), which account for more than 10% of the value of the contract, have no links with Russia which are prohibited in accordance with the EU Regulation No 833/2014.

[Please enter first name and surname, data and business name of the Contractor]

Name of Contractor:

First name and surname

Signature:

…………………………………………………………………………………………………………………

Signed electronically.

**Appendix No. 7B** to DNR - EXCLUSION POLICY STATEMENT

**EXCLUSION POLICY STATEMENT**

Public procurement procedure in an open Offer entitled " **OFFSHORE WIND FARM BALTICA – 2: expert services for Grid Tests and Power Quality Measurements ", Procedure No. POST/BAL/IPT/PROC/00031/2025** (hereinafter referred to as the "Procedure").

On behalf of:

Contractor's Name

Address

Tax Identification Number, National Business Registry Number

I declare, as ……………………………… (Contractor, Contractor jointly applying for the contract, entity providing resources) that:

The Contractor, the Joint Offerders, subcontractors, concessionaires, suppliers, sub-suppliers, consultants, and sub-consultants do not engage in, authorize, or permit their officers, directors, authorized employees, affiliates, agents, or representatives to engage in any Prohibited Practices in connection with the Baltica-2 Wind Farm project, and no exclusion or temporary suspension decision has been issued against the Contractor under the Exclusion Policy available at: https://www.eib.org/en/about/accountability/anti-fraud/exclusion/index.

…………………………………………………………………

Qualified electronic signature

of the person authorized to represent the Contractor

1. If NO - please specify the period / stage of the contract/agreement performance process for which the resources will be provided [↑](#footnote-ref-1)