Annex No. 3

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | | | | | **Legally binding declaration of the Bidder** | | | | | | |
| Internal No. |  | | | | Page | 1/1 |
| **Contract specification** | | | | | | | | | | | |
| Contract reg. no.: | | Title: | | | | | | | | | |
| 1000575058 | | **Study for SRU troubleshooting** | | | | | | | | | |
| Bidder | | | | | | | | | | | |
| Trade name, company ID: | | | Registered office: | | | | | Statutory body: | | | |
|  | | |  | | | | |  | | | |
| **Declaration of the Bidder** | | | | | | | | | | | |
| We hereby confirm, that we expressly agree to all terms and conditions of the tender announced by ORLEN Unipetrol RPA s.r.o. (hereinafter the Client) for awarding the abovementioned contract and we hereby **declare**, that:   1. we accept the tender terms and conditions as submitted by the Client and we have been informed about the local conditions 2. our company holds all valid documents in compliance with the Trade Licensing Act and possesses all certifications and authorizations related to the subject-matter of the tender (*extract from the Company Register no older than 3 months, extract from the Trade Licensing Register, certificates, authorizations, certificates of attained level of QMS and OHS, etc.),* these documents are attached to the bid; 3. we shall provide the Client with documents certifying validity of professional qualifications and competences necessary for implementation of the Work, acquired in scope of our operation and activities in a member state of the European Union, in the Czech Republic or we shall ensure all professional qualifications and competences required by the applicable Czech legislation through contract with our sub-contractors. 4. we accept the payment terms of the Client:   - requested due date of 60 days from the date of invoice delivery  - no advance payments provided by the Client   1. we are capable of executing the subject-matter of the Work on our own (labour force, technical equipment) except for sub-deliveries as specified in the bid; 2. the detail design, quality documents, hand-over and acceptance protocols as well as other documents and the essentials related to the subject-matter shall be prepared in the Czech language, unless required otherwise. 3. we are capable of and prepared to execute the subject-matter within the deadline requested in the tender; 4. we have included all costs necessary for proper and full execution of the subject-matter into the bid; 5. we shall respect the requested bid period (bid validity period) : **6 months from the last submitted revision of the price offer** 6. we are willing to provide additional technical and economic information for the needs of the tender; 7. we are fully aware that we shall bear all costs associated with our participation in the tender; 8. in case we are selected for implementation of the subject-matter based on the tender results, we shall take all steps leading to implementation of the project without undue delay upon request of the Client´s representative, in particular conclusion of the respective Contract for Work with ORLEN Unipetrol RPA s.r.o. residing at: Litvínov, Záluží 1, postal code 436 70, company ID: 275 97 075, registered in the Company Register maintained with the Regional Court in Ústí nad Labem, Section C, Insert 24430 (hereinafter the “Client“), in compliance with the bid we have submitted in scope of the tender and based on which we have been selected and subsequently requested to implement the subject-matter of the contract; 9. if requested by the Client, we shall commence execution of the subject-matter even before conclusion of the respective contract for work/order based on the Letter of Intent (LoI) issued by the Client ,which we shall send back to the Client signed by the persons authorized within 7 days after receipt, either by post or e-mail, in compliance with the bid we have submitted in scope of the tender and based on which we have been selected and subsequently requested to implement the contract. In case the Letter of Intent is not sent to the Client within 7 days, it shall become invalid. By signing the Letter of Intent, the Bid shall be automatically extended by the period for signing the Contract for Work, as specified in the LoI. 10. we shall settle the abovementioned facts in points 12.and 13. by signing the respective contract for work/order that shall replace the issued Letter of Intent; 11. in case of failure to comply with the abovementioned obligations on our side, i.e. non-acceptance/non-conclusion of the Letter of Intent within the period stipulated in point 13 and/or non-conclusion of the respective contract for work/order within ten days from receipt, we shall pay one-off penalty in the amount of 10% of the price for the subject-matter of the Work requested by us. The price without VAT shall be considered the base for calculation of the penalty. This penalty shall be paid based upon a penalty invoice issued by the Client with a 30 day due date from the date the penalty invoice is delivered. Claim for indemnification shall not be affected; 12. any defaults in connection with the abovementioned provisions of points 12, 13, 14 and 15 shall not be considered as failure to comply with the obligations or as a reason for imposing the penalty on us, in case such delay or failure to comply with the obligations is caused by circumstances excluding the liability within the meaning of the Section 2913 art. 2 of the Act No. 89/2012 Coll., civil Code, as amended.   Our obligation resulting from the abovementioned points shall cease to be valid on the day the validity of the bid submitted in scope of the respective tender expires.  For the purpose of selecting the contractor of this contract, the Client processes personal data included in the bid (contact details) or personal data of the Bidder´s employees that have been collected in relation to execution of the tender process a processed in compliance with the General Data Protection Regulation (EU) 2016/679 and other related or implementing regulations in the field of personal data protection. The Client shall process and archive the personal data provided by the Bidder in scope of the tender process for the maximum period of the bid validity and subsequently for the period of 5 years. The Bidder´s employees, as data subjects, shall exercise all rights against their employer – the Bidder.  **A/\* We agree to all terms and conditions of this tender, including the draft of the contract, WITHOUT ANY COMMENTS.**  **B/\* We agree to all terms and conditions of this tender, including the draft of the contract, with comments. The comments are documented in the bid.**  \* delete as applicable | | | | | | | | | | | |
| Signature of the Bidder´s statutory body | | | | | | | | | | | |
|  | Name: | | | Position: | | | Date: | | Signature: | | |
| on behalf of the Bidder |  | | |  | | |  | |  | | |
|  | | |  | | |  | |  | | |