**Appendix 5: Tenderer’s Statement**

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| **First name and surname/name[[1]](#footnote-2):** |  |
| **Address/seat:** |  |
| **Name of the register/record[[2]](#footnote-3):** |  |
| **Number of register/record entry[[3]](#footnote-4):**  **or**  **Identity card number or passport number[[4]](#footnote-5)** |  |

(hereinafter: “**Tenderer**”)

**TENDERER’S STATEMENT[[5]](#footnote-6)**

1. **Status and authority of the Tenderer**
   1. The Tenderer has been duly incorporated and operates in compliance with the governing law of the place of incorporation and/or registration of the Tenderer/filed a relevant application for entry to the register/permission in order to be allowed by law to run a business[[6]](#footnote-7).
   2. The Tenderer has full capacity and authority to submit the Tender in connection with the Rules for the Submission and Selection of Tenders for Financial Intermediaries (hereinafter: the “**Rules**”) and to accomplish the objectives of the Call.
   3. The Tenderer is registered and operates in a Member State of the European Union or the European Free Trade Association (EFTA) or in a member country of the European Economic Area (registered in […], operates in [….].[[7]](#footnote-8)
   4. *[[8]](#footnote-9)*A) The submission of the Tender does not require the Tenderer to obtain any consent, approval, notification or registration by any public administration, local government or any other body and/or any third party (including also under any contract or agreement).

B) Except as specified below, no consent, approval, notification or registration by any public administration, local government or any other body and/or any third party (including also under any contract or agreement) is required to be obtained by the Tenderer[[9]](#footnote-10):

* 1. No public collective insolvency proceedings have been initiated against the Tenderer, nor are there any grounds for initiating such proceedings for the purpose of rescue, adjustment of debt, reorganisation or liquidation within the meaning of Article 1 (1) (without the last sentence) of Regulation (EU) 2015/848[[10]](#footnote-11).
  2. No criminal proceedings are pending against the Tenderer in connection with the commitment of any business-related offence, nor has the Tenderer been convicted for any such offences.
  3. No criminal proceedings are pending against any members of the Tenderer’s managing and/or supervisory bodies in connection with the commitment of any business-related offence, nor have members of the managing and/or supervisory bodies been convicted for any such offences[[11]](#footnote-12).
  4. The Tenderer is not/will not be subject[[12]](#footnote-13) to exclusion from access to funding referred to in Article 207 of the Act of 27 August 2009 on public finance.
  5. The Tenderer has no overdue social security contributions, health insurance premiums, taxes or other levies under public law.

1. **Information provided in the Tender**
   1. The Tenderer has read the Rules and accepts them without any reservation.
   2. Information, including statements and representations, contained in the Tender, are true and accurate, and present a full, fair and true view of the Financial Intermediary’s and/ or Managing Entity’s and/or Key Personnel's legal and financial situation.
   3. The Tender meets/will meet[[13]](#footnote-14) the requirements set out in Regulation No 651/2014, in particular Article 21 (13) and (14) of the Regulation No 651/2014, Regulation No 480/2014, in particular Article 7 (1) and (2) of Regulation No 480/2014, and the Risk Finance Regulation.
2. **Object of business and investment policy of the Financial Intermediary**
   1. The principal object of business of the Financial Intermediary is/will be[[14]](#footnote-15) to make Investments in Eligible Undertakings, and the Tenderer has familiarised itself with the terms of investing set out in Article 21 of Regulation No 651/2014 and in the Rules.
   2. The Investment Policy provides for Investments in Eligible Undertakings that, at the time proceeds of a Financial Intermediary’s Investment are paid to them, have their registered office in the Republic of Poland or within the territory of the European Union, the European Free Trade Association (EFTA), or in a member country of the European Economic Area, and pursue an economic activity in the Republic of Poland as confirmed by the entry in the relevant register (e.g. in the form of a branch in accordance with the Act of 2 July 2004 on freedom of economic activity (Journal of Laws of 2016, item 1829) in the form of a Company or a Partnership Limited by Shares (and in the case of Eligible Undertakings established outside the territory of the Republic of Poland such Eligible Undertaking should be operating its business in the form of a company (within the meaning of Article 2 (1) of Council Directive 2008/7/EC of 12 February 2008 concerning indirect taxes on the raising of capital) or in a legal form similar to the legal structure of a Partnership Limited by Shares.
   3. The planned activity of the Financial Intermediary does not/will not include[[15]](#footnote-16) any types of activities specified in Section 11 of the Term Sheet: Appendix 7 to the Rules.
   4. The Financial Intermediary complies with/will comply with[[16]](#footnote-17) the provisions of the Act of 16 November 2000 on the prevention of money laundering and terrorist financing (Journal of Laws of 2016, item 299, as amended).
   5. The Financial Intermediary does not and will not maintain business relationships with entities incorporated in territories whose jurisdictions do not cooperate with the European Union in the application of tax standards agreed upon at the international level.
   6. The Financial Intermediary complies/will comply[[17]](#footnote-18) with the applicable provisions of the law, including the provisions concerning Structural Funds of the European Union and the provisions concerning state aid.
3. **The Tenderer’s statements related to state aid**
   1. The Tenderer has/has not received (*delete as appropriate*)state aid within the meaning of Article 107 TFEU or de minimis aid.

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| |  | | --- | | No | | Aid provider | Legal basis of the aid received | Form of aid | Date of aid provision (day-month-year) | Gross value of aid | | Eligible expenditure covered by state aid[[18]](#footnote-19) | |
| in PLN |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  | **Total value of state aid** |  |  |  |

* 1. The Tenderer is not subject to the obligation to return state aid pursuant to a decision of the European Commission declaring such aid to be illegal and inconsistent with the internal market.
  2. The information contained in this statement concerning state aid and de minimis aid, is in compliance with the provisions of the Act of 30 April 2004 on proceedings concerning state aid (Journal of Laws of 2007, No 59, item 404, as amended) and with the provisions of the relevant aid scheme.
  3. The Tenderer represents that in case it receives co-financing for the implementation of an Investment is will not breach the ban on double financing of expenditure, i.e. it will not use public European funding or public domestic funding to finance, in part or in whole, expenditure (costs incurred by the Financial Intermediary and the Intermediary’s Investment) financed by PFR Starter FIZ, not shall it finance with PFR Starter FIZ funding, in part or in whole, any expenditure financed previously from other European or domestic resources.

1. **Conflict of interest**
   1. There is no conflict of interest arising for any of the reasons set out in §12.1 of the Rules.
   2. The Tenderer, Financial Intermediary, Managing Entity, Team shall immediately notify PFR Ventures of any circumstances constituting a conflict of interests leading to untruthfulness of the statement contained in section 5.1 above.
2. **Consent to due diligence in the event the Tender is selected through the Call**
   1. The Tenderer consents to the conduct by PFR Ventures, PFR Starter FIZ and/or their professional advisers, due diligence to the extent required in the opinion of PFR Ventures or PFR Starter FIZ, including in order to determine whether the Tenderer is an entity authorised to submit the Tender under the terms and conditions set out in the Rules. The due diligence shall also apply to the Financial Intermediary, the Managing Entity, the Team Members and Private Investors. To this end, the Tenderer agrees to deliver, on demand of PFR Ventures and/or PFR Starter FIZ or their professional advisers, delivers to PFR Ventures and/or PFR Starter FIZ or their professional advisers, all documents confirming the Tenderer’s authorisation to submit the Tender, and agrees to ensure that the Financial Intermediary, Managing Entity, the Team and/or Private Investor provide information and documents for the purpose mentioned above.
3. **Other statements**
   1. The Tenderer represents that Private Investors and the persons making up the Team as specified in the Tender have undertaken to provide contributions to the Financial Intermediary in the amount declared in the Tender.
   2. The Tenderer agrees to ensure that at least 2 members of the Key Personnel will declare their commitment to the investment activity of the Financial Intermediary in the amount of at least 32 hours a week.
   3. The Tenderer acknowledges the fact that the Financial Intermediary will act as an intermediary in transferring financial support provided by PFR Starter FIZ to Eligible Undertakings and Private Investors, which support constitutes state aid within the meaning of Article 107 (1) TFEU and is subject, in particular, insofar as its allocation and settlement is concerned, to the provisions of the Act of 30 April 2004 on proceedings concerning state aid (Journal of Laws of 2007, No. 59, item 404, as amended), and the Tenderer undertakes to ensure that the state aid granted is duly accounted for and reported through the Financial Intermediary.
   4. The Tenders agrees to undergo an audit conducted by the audit institutions of the Republic of Poland, the European Commission and the European Court of Auditors.
   5. The Tenderer represents that if, between the date of submitting the Tender and the date of signing the Investment Agreement, any information contained in the present statement change, they shall immediately inform PFR Ventures about such a change.
   6. The present statement constitutes and integral part of the Tender.
   7. Any terms not defined herein shall have the meaning assigned to them in the Rules.

SIGNATURES:

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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Role of the person signing the Form within the Tenderer’s structure[[19]](#footnote-20) |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature of the Tenderer / Signature of the person authorised to represent the Tenderer |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date, place |

1. **Information on the processing of personal data** 
   1. Personal data contained in any documents submitted in relation to the Tender (with the data contained in the present statement included) is processed by PFR Ventures and/or PFR Starter and other authorized entities for purposes related to the analysis of the Tender, in accordance with legal regulations and complies with the conditions set forth under Art. 6(1)(c) of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter referred to as “GDPR”) – personal data is necessary for the implementation of the 2014-2020 Smart Growth Operational Program, inter alia pursuant to:
   2. Regulation (EU) 1303/2013 of the European Parliament and of the Council of 17 December 2013 laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund and repealing Council Regulation (EC) No 1083/2006;
   3. the Act of 11 July 2014 on the implementation of cohesion policy-related programs funded under the 2014-2020 financial perspective;

The provision of data is necessary for participation in the tendering procedure.

* 1. The Tenderer acknowledges that:
* The personal data included in the wording of the Tender, processed as part of the data set titled “2014-2020 Smart Growth Operational Program” are controlled by the minister relevant for regional development, with their seat at the Ministry of Investment and Development, at ul Wspólna 2/4, 00-926 Warsaw, acting in the capacity of the Smart Growth Operational Program’s Managing Institution. PFR Ventures acts to the order of the personal data Controller, pursuant to an agreement concluded with the Controller,
* the personal data are processed in accordance with personal data protection regulations, for the purpose of acquiring and selecting tenders for financial intermediaries of PFR Starter FIZ,
* the scope of the data processed includes data presented in the Tender, i.e.: first and last name, address, telephone number, e-mail, website address, information on business activity/company name, description of professional experience, etc.,
* the expected recipient of the personal data is PFR Ventures Sp. z o.o.; PFR Starter FIZ and entities authorized to control the activity of PFR Ventures Sp. z o.o., in relation to the management of the closed-end non-public investment fund portfolio (in particular the Polish Financial Supervision Authority and PFR TFI SA); in relation to funding agreements under the 2014-2020 Smart Growth Operational Program (in particular the Ministry of Investment and Development and Bank Gospodarstwa Krajowego), as well as other authorized entities, for purposes related to analyzing the Tender,
* I have the right to access, amend and supplement my data, and to object their processing, and have the right to lodge a complaint to the President of the Data Protection Office, if the processing thereof is performed in violation of GDPR,
* the personal data may be disclosed to other entities authorized pursuant to applicable legal regulations,
* the personal data included in the Tender will be processed over the term of the program, for archiving and control-related purposes; they may be stored over a period of time set forth in the regulations concerned with the provision of EU-funded financial support
* the personal data shall not be processed in an automated manner; including by profiling
* The Tenderer may contact the Data Protection Officer appointed by the Controller, by sending an e-mail to: [iod@miir.gov.pl](mailto:iod@miir.gov.pl), or the data processor, at: kontakt@pfrventures.pl
  1. The Tenderer represents that he has informed all natural persons whose personal data were included in the wording of the Tender about the fact that such data were included in the Tender, and the Tenderer has informed those persons about their rights, as provided for under item 8.2.

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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date, place |

1. Where the Tenderer is a group of natural persons, please enter data of all the natural persons. [↑](#footnote-ref-2)
2. Where the Tenderer is a natural person, this item should be deleted; not to be filled out by entities under formation; please specify all the registers and records in which the Tenderer is entered, if this is a sine qua non requirement for the Tenderer to run its business (National Court Register, Alternative Investment Company (AIC) register kept by the Polish Financial Supervision Authority). [↑](#footnote-ref-3)
3. Applicable to a Tenderer other than a natural person; not to be filled in by entities under formation. [↑](#footnote-ref-4)
4. Applicable to a Tenderer being a natural person. [↑](#footnote-ref-5)
5. Where the Tenderer is a group of natural persons, the statement should be signed separately by each natural person. [↑](#footnote-ref-6)
6. Where the Tenderer is a natural person, this item should be deleted; a legal person is to mark the relevant option. [↑](#footnote-ref-7)
7. Please state the place of registration and business of the Tenderer. Where the Tenderer is a natural person, this item should be deleted. [↑](#footnote-ref-8)
8. Delete as appropriate. [↑](#footnote-ref-9)
9. Please enter here any required consent, approval, notification or registration (each referred to hereinafter as "**Consent**”), stating: (1) the entity providing such Consent, (2) the date of the Consent and (3) the basis for the obligation to obtain a consent (corporate document, agreement, etc.). [↑](#footnote-ref-10)
10. Where the Tenderer is a natural person, this item should be deleted. [↑](#footnote-ref-11)
11. Where the Tenderer is a natural person, this item should be deleted. [↑](#footnote-ref-12)
12. The option “**will not be subject to**” applies to a situation where the Financial Intermediary has not yet been established. Delete as appropriate. [↑](#footnote-ref-13)
13. The option “**will meet**” applies to a situation where the Financial Intermediary has not yet been established. Delete as appropriate. [↑](#footnote-ref-14)
14. The option “**will be**” applies to a situation where the Financial Intermediary has not yet been established. Delete as appropriate. [↑](#footnote-ref-15)
15. The option “**will not include**” applies to a situation where the Financial Intermediary has not yet been established. Delete as appropriate. [↑](#footnote-ref-16)
16. The option “**will comply**” applies to a situation where the Financial Intermediary has not yet been established. Delete as appropriate. [↑](#footnote-ref-17)
17. The option “will comply” applies to a situation where the Financial Intermediary has not yet been established. Delete as appropriate. [↑](#footnote-ref-18)
18. Please indicate which eligible expenditure the aid has been granted for. In the case state aid does not distinguish eligible expenditure (e.g. de minimis aid), please indicate the project implemented with state aid funds. [↑](#footnote-ref-19)
19. Not applicable to a Tenderer being a natural person. [↑](#footnote-ref-20)