

TERMS OF THE TENDER

TENDERING PARTY:

Zarząd Morskich Portów Szczecin i Świnoujście S.A.

ul. Bytomska 7, 70-603 SZCZECIN, POLSKA

Persons authorised to contact the tenderers are:

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I. GENERAL INFORMATION:

1. The tendering procedure will be carried out on the basis of "Regulations for the organization and conducting of tenders for granting usufruct rights, leasing out, renting or transfer for use under other agreement, granting the right to use and usufruct of land properties owned by the company Zarząd Morskich Portów Szczecin i Świnoujście S.A., the State Treasury or the Municipality, located within the boundaries of the Ports, managed by the company Zarząd Morskich Portów Szczecin i Świnoujście S.A." except for the provisions of: §1 point 2, §11 point 2 constituting the annex to the "Rules for granting usufruct rights/renting/leasing out/transfer for use under other agreement of land properties managed by ZMPS i Ś S.A." (hereinafter referred to as the Regulations), introduced by the Ordinance of the President of Board, Director General No. 41/2013 of 22/11/2013 taking into account the changes introduced by these Terms.
2. A full copy of the Regulations and the Rules is available on request at the registered office of the Company (rooms 309 and 339).
3. For matters not covered in the Terms, the provisions of the Civil Code and the Regulations shall apply.
4. After selecting the most favourable offer in the tender, the Board of ZMPS i Ś SA will ask the Supervisory Board of the Company to make a decision whether or not the selection of this offer should be approved. If the selected offer is not approved by the Supervisory Board, it is the basis for annulment/cancellation of the tender at any stage.
5. The tendering procedure is conducted by the Tender Committee, appointed by the Director of Development of Ports with the letter no: RN-I-122/3-326/2014 of 16/09/2014

II. TENDER ASSUMPTIONS:

1. Tender objective: to select the Lessee to sign a 30-year lease agreement for the developed part of the land property within the boundaries of the sea port of Szczecin, at ul. Hryniewieckiego 16, 17, 21, 25, 26 constituting a part of plot of land no. 3/14, section 1084 in Szczecin, with an area of 12,571.00m², together with fixed assets, which form part of the subject of the lease.

1. The plot in question is owned by the State Treasury and ZMPS i Ś S.A. has perpetual usufruct rights to it. The plot is located within the boundaries of the sea port.
2. For the above-mentioned land property the land and mortgage register KW No. SZ1S/00137581/7 is kept by the 10th Land and Mortgage Register Division of the District Court for Szczecin - Prawobrzeże i Zachód in Szczecin.
3. The boundaries of the subject of the lease are marked on the site plan, constituting Annex 2 to the lease agreement template.
4. The area in which the property is located is included in the zoning plan of the city of Szczecin, approved by the Resolution of the Szczecin City Council no. XLII/1055/09 of 14 December 2009 on the Local Zoning Plan "Miedzyodrze Port" in Szczecin (Official Journal of the West Pomeranian Voivodeship of 2010, No. 2, item 34) - the plot is located within the limits of the elementary area S.M.7008.PUw. Łasztownia.
5. The plot of land within the limits of the subject of the lease is located at Zbożowe Wharf in the port of Szczecin and includes the following building structures:
 - granary - Ewa silo (Ewa silo building) with floor space of 14,870.30m², accession no. 1-0427,
 - Ewa administrative building with the floor space of 508,00m², accession no 1-0123,
 - Ewa stacking yard with an area of 1.850,00m², accession no 2-0307,
 - test and repair site for mechanical equipment with an area of 168.80m², accession no 2-0812,
 - RPD EWA stacking yard with an area of 1050m², accession no 2-1695,
 - RPD EWA stacking yard with an area of 2160 m², accession no 2.1696,
6. Property condition survey for the Ewa Silo building located in the premises of the Port of Szczecin is attached as Annex 8 to these Terms.
7. The fixed assets located in the Ewa Silo building are listed in Annex 3 to the lease agreement template, and they are not the subject of the lease.
8. The infrastructure is described in Annex 9 to these Terms.
9. The Ewa Silo building and Ewa administrative building are included in the conservation records and are subject to the provisions of the Act of 23 July 2003 on protection of monuments and care of monuments (Journal of Laws of 2003, no. 162, item 1568, as amended).

The tendering party reserves the right to cancel and annul the tender, and to close the tendering procedure at any time without giving any reason, regardless of the provisions contained in point 4 Section I of the Terms.

2. Purpose and duration of lease:

1. The Lessee will use the subject of the lease to conduct the activities of transshipment and storage of grain, feed and other bulk products of plant origin, including the activities of acceptance and issuing of goods in port traffic, i.e. loading and unloading of the goods from/to the ship and above all (in the first place) at Zbożowe Wharf. The subject and purpose of the lease are regulated in § 2 of the lease agreement template.
2. The Lessee shall have the right to access public port infrastructure, including in particular: Zbożowe Wharf, Niemieckie Wharf, Eng. Stanisław Hryniewiecki Street, railways No. 1024, 1025 and 1027, together with rail-road switches, and it is entitled to conduct transshipment

works, especially (in the first place) at Zbożowe Wharf adjacent to the subject of the lease, maintaining and respecting the principles of accessibility of public port infrastructure. The public port infrastructure shall mean the infrastructure mentioned in the Ordinance of the Minister of Infrastructure of 20 May 2013 regarding the determination of port basins and generally accessible buildings, equipment and installations included in the port infrastructure for each port of fundamental importance for the national economy (Journal of Laws of 4 June 2013, item 632).

3. The lease agreement will be concluded for a definite period of 30 years, on condition and upon receipt by the company ZMPS i Ś S.A. of the approval of the Minister responsible for the State Treasury. The approval shall be granted by an administrative decision, made in consultation with the Minister responsible for maritime economy, in accordance with the Act of 20 December 1996 on Ports and Harbours (Journal of Laws of 2010, no. 33, item 179) and after the Lessee submits to the Lessor the proof of lodging the security of payment of stipulated penalty referred to in point II.6 of the Terms and § 5, point 4 of the final lease agreement template.

3. Investment obligations of the Lessee:

1. The tenderer is required to attach to the offer the technological concept which constitutes Annex 14, while the minimum requirements to be met by the concept are the following:
 - 4 process lines providing 4 independent transshipment modes,
 - minimum throughput of cargo handling facilities for durum grain is 300 tonnes/h for each facility,
 - the minimum daily handling rate should be 8,000 tonnes.

The technological concept will constitute Annex 6 to the lease agreement.

The concept must be presented in a form that will allow the Contracting Party to clearly assess if the minimum requirements referred to above are met, i.e. it should contain at least a description of the technological process (transshipment, storage and processing), as well as the type and size of all means of transport, including material handling equipment. Furthermore, the concept should specify the need for the utilities (electricity, heat, drinking water, process and fire-fighting water, waste-water, industrial waste-water, process steam, etc.)

2. It is the Lessee responsibility to perform the following works:
 - a) Adaptation of the floor part of the Ewa Silo building according to the planned technology specified in the concept referred to above.
 - b) Modernisation, renovation and furnishing of the subject of the lease, including the Ewa Silo building, providing the subject of the lease with all technological equipment and other elements to ensure the handling rate declared in the offer.
3. The Lessor allows the possibility of reconstruction by the Lessee of the Ewa Silo building in the part intended for flat storage of grain consisting, inter alia, in the demolition of the floor part and installation of steel silos for durum grain.
4. The obligations of the Lessee referred to in point 2 above will be implemented in accordance with the fixed and agreed Schedule referred to in § 5 of the lease agreement template, under pain of termination of the agreement with immediate effect and payment of stipulated penalty. As a security for the payment of stipulated penalty in question, the Lessee prior to signing the final lease agreement, shall submit to the Lessor the following:
 - a) bank or insurance guarantee

- b) or shall provide the security in cash to the bank account of the Lessor in the amount of not less than PLN3,500,000.00 (in words three million five hundred thousand zlotys) according to the day on which the Lessor's bank account is credited with this amount.
5. According to § 5, point 3 of the lease agreement template, 18 months after the subject of the lease was formally delivered, the Lessee shall submit to the Lessor a written report on the status of the activities and progress of works related to modernisation, renovation and furnishing. The report shall be accompanied by copies of all source documents illustrating and confirming the implementation of the activities. The Lessor reserves the right to submit the report for expert assessment, in particular to review if the proposed Schedule and the handling rate are feasible. If the assessment is negative, the Lessee has the right to submit its reasonable objections to the assessment to the Lessor within 30 days of the assessment receipt. The Lessor may take the objections of the Lessee into account or to commission the reassessment to another expert, and this reassessment will be binding. If the expert reassessment is also negative or if no objections are submitted by the Lessee, the Lessor is entitled to terminate the agreement immediately, without notice, upon written notice to the Lessee.
 6. The Lessor informs that according to the expertise, prepared at request of the company Zarząd Morskich Portów Szczecin i Świnoujście S.A., on the monthly rent for the lease of the land property in question, based inter alia on the technological and research opinion on the possibility and conditions for the modernisation of the Ewa Silo in the port of Szczecin, the investment costs and costs of furnishing the subject of the lease with equipment to ensure the minimum handling rate referred to below, is approximately PLN36,500,000.00.
 7. All the necessary actions including administrative actions associated with the modernisation, renovation and furnishing of the building shall be borne by the Lessee. This applies in particular to the actions required to obtain the relevant permits and approvals for their implementation. The modernisation, renovation and furnishing of the subject of the lease shall be carried out at expense and risk of the Lessee. Specific obligations of the Lessee in this area are determined in the lease agreement template attached as Annex 1 to the preliminary lease agreement, which constitutes Annex 1 to these Terms.

4. Rights and other obligations of the Lessee:

The detailed scope of the rights and obligations of the Lessee are determined in the lease agreement template attached as Annex 1 to the preliminary lease agreement, which constitutes Annex 1 to these Terms, while the Tendering Party would like to draw particular attention of the tenderers to the following rights and obligations of the Lessee:

1. Performance of annual transshipment operations according to the dates and amounts specified in the lease agreement, provided that the handling rate will be not less than 350,000 (in words: three hundred fifty thousand) tonnes per year.
2. The Lessee is required to make available to the Lessor the west and south faces of the Ewa Silo building, so that the banners with a total area of up to 1,130.00m² along with their lighting can be placed there and maintained by the Lessor. The Lessee agrees to provide free passage

through the subject of the lease to the Lessor and to other entities working for or on behalf of the Lessor and to allow to perform other actions necessary for proper maintenance of banners and lighting, in particular, the performance of inspection and technical maintenance, repairs, as well as disassembly and assembly operations. The Parties agree that the costs associated with lighting of banners are borne by the Lessor.

3. Since the following equipment is located on the roof of Ewa Silo:
 - a) radar equipment, CCTV cameras and other devices to ensure the safety of navigation, as well as technical container, forming the Ewa Silo radar station, and, therefore, part of the roof with an area of 69.27m² is leased by the Maritime Office in Szczecin, which must ensure the proper functioning of the installations,
 - b) cameras of the Lessor;
 - c) Automatic Identification System AIS belonging to the Inland Navigation Office.

the Lessee is obliged to accept that the access to this part of the roof of the Ewa Silo building will be provided to the Maritime Office, the Inland Navigation Office and to the Lessor, free of charge and without any impact on the rent. The Maritime Office and the Inland Navigation Office need access to the roof in order to use and maintain the radar station equipment and AIS, while the Lessor needs to access the roof to install and maintain the cameras. The Lessee is also obliged to submit a statement that the same applies to the use of western and southern face of the Ewa Silo building by the Lessor to place and maintain the advertising banners and their lighting referred to in the preceding paragraph and the use of cargo and passenger lift.

4. The rights of the Lessee are restricted, in such a way that the Lessee agrees to provide the Lessor, its contractors (port traffic participants) and other entities working for or on behalf of the Lessor free passage through and access to the land property, the buildings, wharves and ships, which can be accessed through the subject of the lease, without any compensation or other fees and without demanding a reduction in rent, under pain of termination of the agreement immediately upon written notice to the Lessee, should the Lessee fail to desist from such breach despite receiving a prior written warning.
5. The Lessee is required to maintain on its own the Zbożowe wharf along with the mooring path adjacent to the subject of the lease to keep them in good condition, as well as to keep the railway tracks and rail-road switches located within the limits of the subject of the lease in the condition that complies with the requirements of the applicable provisions of law. This obligation does not apply to renovation and modernisation.
6. Under the agreement the Lessee shall be entitled to use the cargo and passenger lift included in the fixed assets covered by the subject of the lease which is contained in the Ewa Silo building, as indicated in Annex 1, item 20. Notwithstanding the above-mentioned right the Lessee is required during the contract period to:
 - a) ensure its effective functioning in accordance with generally accepted rules and norms in this respect,
 - b) ensure that it is operated by the persons having the necessary permits for its operation, issued by suitable supervisory authorities,
 - c) perform its maintenance, repairs and overhauls in full scope,
 - d) allow its use by the Lessor, the Maritime Office, the Inland Navigation Office and the persons or entities designated by them, with prior notice.

If the Lessee fails to fulfil any of the obligations referred to in this paragraph, it shall pay stipulated penalty in the amount of PLN5,000 (in words: five thousand zlotys) for each confirmed breach, should the Lessee fail to desist from such breach despite receiving a prior written request in this respect.

7. Bearing in mind that the equipment referred to in § 1 point 2 of the lease agreement template is located on the roof of the Ewa Silo building, the right of the Lessee to use this element of the subject of the lease is restricted in such a way that the Lessee agrees to provide the people who use this equipment free passage and access to the Ewa Silo building referred to in § 1 point 1 letter (c) of the lease agreement template and to ensure that they can use the part of the roof of the above-mentioned building, which can only be accessed through the plot and the building, constituting the subject of the lease, without any compensation or other fees and without demanding a reduction in rent. Each time the Lessee will be informed of the intention to enter. The Lessee agrees to refrain from any action which could impair the proper functioning of the equipment mentioned above. Preventing or hindering access to the equipment and interfering with its operation will result in full liability of the Lessee for the damages, including loss of profits.
8. The Lessee agrees that the Lessor may install other telecommunication equipment on the roof of the Ewa Silo building, without demanding any compensation or other fees, or reduction in rent, provided that this equipment will not affect the building structure
9. Other rights and obligations of the Lessee are set out in Annex 1 to these Terms, containing the lease agreement template (Annex 1 to the preliminary lease agreement), the content of which will be completed with the data submitted in the offer. The lease agreement template is not subject to change and is not negotiable.

5. Rent and other charges:

1. Asking rent: not less than PLN127,500.00 net per month plus applicable VAT tax, subject to point 2 below.
2. Zarząd Morskich Portów Szczecin i Świnoujście S.A. informs that on the day of the announcement of the tender it is in the process of establishing investment expenditures relating to the hopper for loading rail cars, trucks and connecting to the EWA granary, which is the subject of the lease. This investment must be approved by the General Meeting of Shareholders of the company ZMPS i Ś S.A., and the proceedings have already been initiated. If this investment is not approved by the General Meeting of Shareholders, it will be necessary to exclude the above-mentioned hopper from the subject of the lease. Accordingly, the monthly rent being part of the offer will be reduced by the amount of PLN6,500.00 net.
3. Bearing in mind that in the absence of the approval of the General Meeting of Shareholders it will be necessary to exclude the hopper for loading rail cars and trucks from the subject of the lease, the Lessee shall agree not to make any claims against ZMPS i Ś S.A in this respect. In addition, the Lessee shall be obliged to provide free access to the subject of the lease to any entity appointed by the company Zarząd Morskich Portów Szczecin i Świnoujście S.A. in order to perform the necessary demolition work in relation to the above mentioned fixed asset without the right to make any claims in this respect against the Lessor. (Annex 10).

4. With effect from the date of formal delivery of the subject of the lease, for a period of three years, the monthly rent shall be 60% of the rent offered increased by VAT at the rate applicable on the date of issue of the invoice.
5. The rent referred to in point 1 above will be increased by the amount equal to the cost of property tax or any other tax introduced instead of property tax by a law, which is borne by the Lessor in connection with the buildings and structures erected by the Lessee. This amount represents the variable element of the monthly rent value.
6. The rent for the lease will be increased by VAT at the rate applicable on the date of issue of the invoice.
7. Detailed rules relating to the rent and other fees incurred by the Lessee are regulated, inter alia, in § 11, 12 of the lease agreement template.
8. The rent for the lease offered and the ratio defined in § 2, point 8, of the lease agreement template will be indexed in accordance with § 12 of this agreement.

6. Stipulated penalty:

1. The matters related to ZMPS i Ś S.A. right to charge stipulated penalties for the breach of agreement are specified in the lease agreement template attached as Annex 1 to the preliminary lease agreement, which is Annex 1 of these Terms, whereas ZMPS i Ś S.A. would like to draw particular attention of the tenderers to the provisions of § 5 and § 2, point 8, of the lease agreement template relating to modernisation, renovation and furnishing of the subject of the lease and meeting the assumed handling volume.
2. Securing the payment of stipulated penalty referred to in § 5, point 4 of the lease agreement template:
 - a) The Lessee, the offer of which has been selected, is required to lodge a security of payment of stipulated penalty in the amount of PLN3,500,000.00.
 - b) The security must be lodged prior to entering into the lease agreement. Failure to lodge suitable security or not lodging it before the conclusion of the final agreement shall be treated as evading the conclusion of the agreement,
 - c) The security is used to cover the claims related to stipulated penalty.
 - d) The security may be paid in cash, or as a bank or insurance guarantee,
 - e) At the request of the Lessee, the Lessor may agree to change the form of the security lodged (but only one of the forms indicated in point 2(d) can be selected) provided that the continuity of the security is preserved, its amount is not reduced and the terms of payment are unchanged,
 - f) the security lodged by means of a bank has to be paid by bank transfer to the Lessor account with the bank PEKAO S.A. 3rd Branch in Szczecin no. 28 1240 3826 1111 0000 4403 0937,
 - g) if the security is lodged in cash, the Lessor will keep it in the interest-bearing bank account,
 - h) The Lessor will return the security paid in cash with interest arising from the bank account contract where it has been kept less account fees and bank commission for the transfer to the account of the Lessee,
 - i) the bank or insurance guarantee constituting the security must be for an amount not less than PLN3,500,000.00 (three million five hundred thousand zlotys), be valid for at least 6 years from the date of conclusion of the lease agreement, and state that the guarantee is irrevocable and unconditional, payable on first demand within a period specified by the

Lessor/Beneficiary

after receipt of a written request for payment containing a statement that the Lessee has failed to fulfil its obligations to the Lessor / Beneficiary, without having to provide evidence,

- j) The Lessor will return the security within 30 days from the date of completion of works consisting in renovation, modernisation and furnishing of the subject of the lease, and verification by the Lessor that the obligations connected with these works have been fulfilled properly,
- k) The Lessor returns the security lodged in the form of a bank guarantee or insurance guarantee by releasing the guarantee to the contractor against confirmation of receipt by the Lessee.

7. Lease agreement:

1. The lease agreement will be concluded with the tenderer selected as a result of the tender.
2. After the offer is selected in the tender, the Board of the company ZMPS i Ś S.A. will ask the Supervisory Board of the Company to make a decision whether or not the selection of this offer should be approved.
3. The lease agreement template is not subject to later negotiation and is attached as Annex 1 to the preliminary lease agreement, which is Annex 1 to these Terms.
4. The lease agreement shall be concluded in accordance with applicable provisions of law, including the provisions of the Act of 20 December 1996 on Ports and Harbours (consolidated text: Journal of Laws of 2010. No. 33, item 179). For the procedure set out in the Act involving, inter alia, the need to obtain the approval of the Minister responsible for the State Treasury it is required to conclude a preliminary lease agreement, according to the template annexed to these Terms (Annex 1). The content of the preliminary agreement is not negotiable.
5. The tenderer selected in the tender is required to provide (date as delivered) signed preliminary lease agreement the content of which complies with the template attached as Annex 1 to these Terms and the content of the offer, within 14 calendar days from the date of announcement that its offer was selected, under pain of accepting that the delay shall be treated as evading the conclusion of the agreement.
6. The successful tenderer, with which the preliminary agreement will be concluded, is obliged to provide proof of payment of security for the payment of stipulated penalty in the amount of PLN3,500,000.00 referred to in § 5, point 4 of the lease agreement template and Section 6 of these Terms and signed lease agreement (date as delivered) the content of which complies with the template attached as Annex 1 to the preliminary lease agreement constituting Annex 1 to these Terms and the contents of the offer, within 14 calendar days, from the date of notification of the competent authority's approval referred to in Article 3 of the Act of 20 December 1996 on Ports and Harbours (consolidated text: Journal of Laws of 2010. No. 33, item 179).
7. The preliminary agreement and the lease agreement will be concluded in Polish.
8. For matters not regulated by these Rules, the provisions of the Civil Code and the Regulations shall apply.

III. BID BOND:

1. In order to participate in the tender it is necessary to deposit a bid bond by The amount of bid bond is as follows: PLN127,500.00 (in words: one hundred twenty-seven thousand five hundred zlotys).
2. The bid bond shall be paid in cash in the form of bank transfer to the bank account of the company Zarząd Morskich Portów Szczecin i Świnoujście S.A., Bank Pekao SA 3rd Branch in Szczecin, no. 28 1240 3826 1111 0000 4403 0937 (according to the day on which the Lessor's bank account is credited with this amount) or in securities or in the form of unconditional bank guarantees denominated in Polish zlotys, payable on first demand by the party organising the tender.
3. The bid bond may be paid with the following securities:
 - a) cashier's check or account-only check confirmed by the bank maintaining the primary account of the tenderer; in the case of the tenderer established abroad the check should be confirmed by a domestic bank included in the list of guarantors eligible to grant guarantees lodged as security to cover the amounts resulting from customs debts (Article 52 of the Act of March 19 2004 - Customs Law) available on the website www.mf.gov.pl in the tab Służba Celna/Wykaz gwarantów celnych/Aktualny wykaz gwarantów celnych (Customs Service/List of customs guarantors/Current list of customs guarantors)
 - b) Treasury bonds and securities issued by the National Bank of Poland - bearer bonds in paper form
 - c) Treasury bonds and securities issued by the National Bank of Poland - in de-materialised form. In this case it is necessary to provide the share certificate within the meaning of the Act of 29 July 2005 on Trading in financial instruments with the note of the entity holding the account that the funds are irrevocably blocked for the benefit of ZMPS i Ś S.A., until the requirement to block the funds is waived by ZMPS i Ś S.A. and the irrevocable power of attorney confirmed by the entity holding the account is granted to ZMPS i Ś S.A. and authorising it to manage the account and sell these securities if the agreement is not executed.
4. If the tenderer refrains from signing the preliminary lease agreement or a final lease agreement within the time limits indicated in Section II of these Terms, or if the signed copies of these agreements are not delivered on a specified date, the bid bond shall be forfeited to ZMPS i Ś S.A.
5. If the lease agreement is signed with the tenderer selected in the tender, the bid bond paid with cash will be counted against the first rent payable for the use of the subject of the agreement, while the security paid in other form shall be returned after the payment of the first rent.
6. The bid bonds submitted by the tenderers the offers of which have not been accepted will be returned within 3 working days from the date of making a decision by the Supervisory Board to approve the selection of a given offer.

IV. PROCEDURE FOR CLARIFYING THE ISSUES REGARDING THE TENDER DOCUMENTS:

1. Each tenderer may ask the party organising the tender to clarify the contents of tender documents. Tenderers' questions should be in the Polish and sent all at once, not later than by to the following email addresses: m.adamkiewicz@port.szczecin.pl;

a.gernand@port.szczecin.pl; a.rosiak@port.szczecin.pl (date as delivered of email to the recipient address)

2. The party organising the tender will answer to these questions in Polish, sending a reply within 7 working days of their receipt, to the specified e-mail address.
3. The replies to the questions, along with the content of the questions (without disclosing the data relating to the tenderer that submitted the question), will also be immediately posted on the following website: <http://www.port.szczecin.pl/bip>.

V. COST OF PREPARATION OF THE OFFER:

All costs related to the preparation of the offer and its submission shall be borne by the tenderer.

VI. OFFER VALIDITY:

1. The tenderer is bound by the offer for a period of twelve months.
2. The period begins with the end of the period for submission of offers.

VII. CONDITIONS THAT MUST BE MET BY THE OFFER:

1. The offer must be made in Polish in hard copy and be legible.
2. The tenderer may submit only one offer.
3. The offer shall be submitted on the form attached as Annex 2 to these Terms.
4. The signatures must be legible or stamped with legible stamps. The offer should be signed by the persons authorised to act on behalf of the tenderer (if the offer is signed by the representative whose authorisation does not result directly from the documentation attached to the offer, the original or a notary certified copy of the power of attorney must also be included). Lack of signature or lack of a document stating that a given person is authorised to sign documents on behalf of the tenderer will result in the rejection of the offer.
5. All the attached documents and statements must also be signed by the persons authorised to act on behalf of the tenderer. The originals or notary certified copies of these documents must be submitted.
6. The individual pages of the offer should be numbered and stapled together permanently.
7. The offer can not be changed after it has been submitted.
8. In the event the offer is submitted by the tenderer domiciled/based abroad, it is required that the attachments and statements submitted with the offer are translated into Polish by a sworn translator and the certificates referred to in point 9(c)(e) below may be replaced by a document or documents issued in the country in which the tenderer is established/which is the place of residence of the tenderer, confirming that there are no arrears of taxes, fees, social security contributions, health insurance contributions or, that the tenderer have obtained, on the basis of the provisions of the law, an exemption, deferral, payment in instalments or suspension in full the execution of the decision of the competent authority, issued not earlier than three months before the deadline for submission of tenders. If the country, in which the tenderer is established/which is the place of residence of the tenderer, does not issue the documents referred to in point 9(e)(g)

below, they shall be replaced by a statement made before a notary, a competent judicial or administrative authority, self-regulating trade association or business organisation accordingly to the place of residence or the country, in which the tenderer is established/which is the place of residence of the tenderer - issued not earlier than 14 days before the deadline for submission of tenders.

9. The tenderer shall attach to the offer:

- a) the offer form in accordance with Annex 2,
 - b) technological concept referred to in Section II point 3.1, constituting Annex 14,
 - c) current copy or printout from the National Court Register or other register or record, where the tenderer is registered in accordance with applicable provisions of law, issued not earlier than 14 days before the deadline for submission of tenders,
 - d) the balance sheet, income statement, statement of cash flows for the last 2 financial years and information on the results of operations for the current financial year, and if the tenderer is a natural person conducting business activity - information about his/her economic standing resulting from the revenue and expense ledger or sales records for the same period. In case the tenderer has been conducting the activity for less than two years, (s)he is required to submit the above mentioned documents for the entire period of activity and in addition the "Business Plan" for the project to be implemented on the basis of the subject of the lease.
 - e) certificate of no arrears in the payment of contributions (in case of foreign tenderers, an equivalent of such a certificate) issued not earlier than 14 days before the deadline for submission of tenders,
 - f) certificate from the bank, which holds the tenderer's current account, confirming, in particular, that the bank account has not been seized as a result of ongoing enforcement proceedings, and containing the tenderer's credit score according to the bank, issued not earlier than 30 days before the deadline for submission of tenders.
 - g) certificate from the competent Tax Office for the seat/place of residence of the tenderer confirming that there are no arrears in the payment of taxes, and that no proceedings under the Fiscal Offences Act have been initiated, issued not earlier than 30 days before the deadline for submission of tenders.
 - h) if in the statement referred to in point 9(i) the tenderer indicates that one of the sources of project funding will be the resources of another entity (except for financial institutions), the letter of comfort must be attached to the offer in accordance with Annex 12, issued by this entity as the Supporter.
 - i) statement specifying the sources of project funding
 - j) relevant power of attorney (specifically authorising a person to act and make representations on behalf of the tenderer in this tender), if the authorisation to represent the tenderer does not directly result from the documents referred to in point 9(c),
 - k) proof of depositing the bid bond and instructions relating to its return by specifying the bank account number,
10. By taking part in the tender, each tenderer submits a statement confirming that:
- a) the tenderer is not in liquidation or bankruptcy, is eligible to participate in legal transactions and perform the actions resulting from these Terms and the submitted offer (Annex 3),

- b) the tenderer has the necessary knowledge, experience, technical and economic potential and qualified personnel needed to perform the agreement and that its financial standing ensures the performance of the agreement (Annex 4),
 - c) all data contained in the offer form and the documents attached to the offer are accurate (Annex 5),
 - d) the tenderer is acquainted with the conditions of the tender and tender documents, including the Regulations and the terms of the preliminary conditional lease agreement and lease agreement (Annex 6),
 - e) the tenderer is acquainted with the subject of the tender, its actual state (including technical condition), its legal status and its surroundings, including the Zbożowe Wharf, and accepts them without reservations (Annex 7),
 - f) the tenderer agrees to exclude the fixed asset in the form of hopper for loading rail cars and trucks from the subject of the lease, to provide free access to the subject of the lease to the entity indicated by the company Zarząd Morskich Portów Szczecin i Świnoujście S.A. in order to perform the necessary demolition work in relation to the above mentioned fixed asset without the right to make any claims in this respect against the Lessor (Annex 10),
 - g) in order to secure the payment of stipulated penalty referred to in § 5, point 4 of the lease agreement template the tenderer agrees to submit to the Lessor the bank or insurance guarantee (granted under the conditions set out in these Terms) or document the payment of security in cash (the form of security resulting from the submitted statement) for an amount not less than PLN3,500,000.00, before signing the lease agreement. (Annex 11).
 - h) the tenderer agrees to conclude the lease agreement bearing in mind that the subject of lease includes the equipment, installations and other items which can be legally used by the entities other than the Lessee and the tenderer agrees to respect these restrictions in the use of the subject of the lease (Annex 13).
11. The offer as well as all statements and certificates submitted during the proceedings are public, except for trade secrets within the meaning of the Act on combating unfair competition in relation to which the tenderer have made the reservation that they cannot be disclosed to other participants in the proceedings. However, the proposed terms of lease and other information to be assessed by the Tender Committee, in relation to which the assessment criterion has been established, as well as other data on the tenderer, which are public under separate provisions of law, cannot not be classified.
12. In particularly justified cases, before the end of the period for the submission of tenders, the tendering party may modify the content of the documents comprising the Terms of the tender. The tendering party agrees to post the information about these changes on the following website: <http://www.port.szczecin.pl/bip>. In this case the tendering party will extend the deadline for submission of offers in order to allow the tenderers to take these changes into consideration in the offers prepared.
13. The volume of offered annual transshipment operations which is part of the tender offer may not be less than 350,000 tonnes per year.

VIII. METHOD OF SELECTION OF THE OFFER:

The most favourable offer shall be the one which will ensure that the tendering party will obtain the highest income calculated according to the following formula:

Offer val. = Mo. rent + (handling vol./12) * conv. factor

Where:

Offer val. in the value of the offer

Czynsz. rent - the value of monthly rent for lease offered by the tenderer

Handling vol. - annual handling volume offered

Conv. factor - the conversion factor for value of the offered annual handling volume in tonnes equal to PLN2.50/tonne (in words: two zloty fifty groszy).

IX. ENVELOPES AND MARKING OF OFFERS:

1. The offer in one copy should be submitted in closed, opaque envelopes.
2. The envelope should be sealed or otherwise secured as to prevent untraceable opening (signed on glued elements). The envelope should be addressed to the tendering party: Zarząd Morskich Portów Szczecin i Świnoujście S.A., ul. Bytomska 7, 70-603 Szczecin, and include a note: **“Tender offer to sign a 30-year lease agreement for the developed part of the land property within the boundaries of the sea port of Szczecin, at ul. Hryniewieckiego 16, 17, 21, 25, 26, constituting a part of plot of land no. 3/14, section 1084 in Szczecin, with an area of 12,571.00m², together with fixed assets, which are located on this plot of land”.**
3. The date of submission of the offer shall be the moment of offer reception by the tendering party.
4. All offers submitted after the deadline will be rejected.

X. SCHEDULE OF TENDER:

1. Deadline for submission of offers - by at 3:00 PM.
2. Opening of offers - during the public procedure of unsealing the offers in the tender that will be held on at
3. Other actions related to the selection of the tenderer are specified in the “Regulations for the organization and conducting of tenders for granting usufruct rights, leasing out, renting or transfer for use under other agreement, granting the right to use and usufruct of land properties owned by the company Zarząd Morskich Portów Szczecin i Świnoujście S.A., the State Treasury or the Municipality, located within the boundaries of the Ports, managed by the company Zarząd Morskich Portów Szczecin i Świnoujście S.A.” constituting the annex to the “Rules for granting usufruct rights/renting/leasing out/transfer for use under other agreement of land properties managed by ZMPS i Ś S.A.”, introduced by the Ordinance of the President of Board, Director General No. 41/2013 of 22/11/2013 referred to in point 1, Section I of these Terms.

XI. DATE AND PLACE OF TENDER PROCEDURE:

1. The tender will be held at the registered office of the company Zarząd Morskich Portów Szczecin i Świnoujście S.A.
at 7 Bytomska Street in Szczecin.
2. The public procedure of unsealing the offers in the tender will be held on
..... at, room no.

Signatures of the Members of the Commission:

Chairperson:

1.....

2.....

3.....

4.....

5.....