



## ZARZĄD MORSKICH PORTÓW SZCZECIN I ŚWINOUJŚCIE SPÓŁKA AKCYJNA

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# PROCEDURE FOR THE PROCEEDINGS

aimed at awarding a preliminary agreement that obliges the parties to execute a final agreement on the use of real estate located within the borders of the seaport in Świnoujście, designated for operating a container terminal according to a concept proposed and implemented by a user

Szczecin, this 06<sup>th</sup> day of July 2021

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## I. GENERAL PROVISIONS

1. The following terms shall have the meanings given thereto hereinbelow, unless this document provides for explicitly otherwise:
  - a) **1<sup>st</sup> stage of the Proceedings, 2<sup>nd</sup> stage of the Proceedings, and 3<sup>rd</sup> stage of the Proceedings** – shall mean a relevant stage of the Proceedings out of the stages described in the Procedure, in particular listed in section III.7 hereof;
  - b) **Arbiter** – shall mean a person designated in part I of Schedule No 5 to the Procedure;
  - c) **Documentation** – shall mean a collection of documents that contain information that is, at discretion of ZMPSiŚ S.A., important with respect to the Real Estate, the Preliminary Agreement and the Final Agreement, made accessible to the Participants to the Proceedings in the manner set forth herein;
  - d) **Civil Code** – shall mean the Act of 23 April 1964 Civil Code;
  - e) **Commission** – shall mean a team of persons who take decisions with resolutions, appointed according to the Procedure in order to take measures set forth herein and related to the organization of and conducting the Proceedings; the work of the Commission shall be managed by a Chairperson;
  - f) **Real Estate** – shall mean in total: the future land real estate, which will be created as a result of drying up water area presented in Schedule No 7 hereto within the borders of the Seaport in Świnoujście together with existing land real estate related functionally to the above-mentioned land real estate created as a result of drying up and directly adjacent land real estate, provided ZMPSiŚ S.A. obtains a usufruct to such real estate or another title to use the real estate, which enables it to manage such real estate in a suitable scope, such real estate shall be handed over to the Participant to the Proceedings selected according to the Procedure in lease under the Final Agreement; for the avoidance of doubt, ZMPSiŚ S.A. declares that the Participant to the Proceedings selected pursuant to the Procedure shall obtain at his cost and risk any and all permits required by Law for undertaking the economic use of the Real Estate;
  - g) **Offer** – shall mean a collection of documents with the content that complies with the Procedure, meeting all the formal requirements set forth in the content hereof, prepared at the cost and risk of and submitted by the Participant to the Proceedings at a place and time indicated in the Procedure, which contains, among other, an offer of executing the Preliminary Agreement in the meaning of art. 66 of the Civil Code, to which the provisions hereof shall also apply;
  - h) **Seaport in Świnoujście** – shall mean the area of water and land that is located inside the borders set forth in the Regulation of the Minister of Infrastructure of 18 December 2019 on the borders of the Seaport in Świnoujście;
  - i) **Proceedings** – shall mean the non-discriminatory and transparent proceedings mentioned in § 37<sup>1</sup> of the Statute, carried out by ZMPSiŚ S.A. according to Law, the Statute and the Procedure for the purpose set forth in section III.1 hereof, ensuring at every stage of the Proceedings equal treatment of all parties interested in participating in the Proceedings and all Participants to the Proceedings;
  - j) **Law** – shall mean Polish law, i.e. all legal standards applicable in the territory of the Republic of Poland together with acts of local law as well as any and all other regulations applicable in the Seaport in Świnoujście, including regulations issued by authorities of maritime administration and ZMPSiŚ S.A. as an entity that manages the seaport;
  - k) **Project** – shall mean the adaptation for his own needs and the development by the Participant to the Proceedings selected according to the Procedure, at his cost and risk, with the exclusion of funds from the budget of the state or local government authorities, of the relevant water area and real estate and handing over the Real Estate created as a result of the development to the Participant to the Proceedings for its use according to the concept proposed by the Participant to the Proceedings and contained in the Offer, in line with the use of the Real Estate anticipated by ZMPSiŚ S.A. set forth in Schedule No 8 to the Procedure; for the avoidance of doubt, ZMPSiŚ S.A. represents that the determination of the type, quantity, characteristics and

parameters of facilities or things that belong to the Project depends on the needs of the Participant to the Proceedings selected under the Procedure;

- l) **Procedure** – shall mean this document entitled '*Procedure for the proceedings of awarding a preliminary agreement that obliges the parties to execute a final agreement on the use of real estate located within the borders of the seaport in Świnoujście, designated for operating a container terminal according to a concept proposed and implemented by a user*', with all documents enclosed thereto or documents that are not enclosed but are referred to or invoked herein;
- m) **Regulation 2016/679** – shall mean '*Regulation of the European Parliament and of the Council (EU) 2016/679 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, and repealing Directive 95/46/EC (General Data Protection Regulation)*';
- n) **Statute** – shall mean the Statute in its applicable version of ZARZĄD MORSKICH PORTÓW SZCZECIN I ŚWINOUJŚCIE S.A. with its registered office in Szczecin, address: ul. Bytomska nr 7, 70-603 Szczecin, entered into the Register of Entrepreneurs of the National Court Register under KRS No 0000033768, registration court: District Court Szczecin-Centrum in Szczecin, REGON: 811649448, NIP: 9551889161;
- o) **TFUE** – shall mean the Treaty on the Functioning of the European Union – the version consolidated of the Treaty on the Functioning of the European Union with protocols and annexes thereto, taking into account amendments introduced in the Lisbon Treaty signed on 13 December 2007 in Lisbon, amendments introduced in the Protocol amending the Protocol on transitory provisions enclosed to the Treaty on the Functioning of the European Union, amendments introduced with decisions of the European Council 2010/718/EU of 29 October 2010 and 2012/419/EU of 11 July 2012 on the change of status of Saint-Barthélemy and Majot islands towards the European Union, the new paragraph 3 added in art. 136 TFEU with the decision of the European Council 2011/199/EU of 25 March 2011 on the amendment to art. 136 of the Treaty on the Functioning of the European Union with respect to the stability mechanism for Member States whose currency is Euro;
- p) **Participant to the Proceedings** – shall mean a person or an unincorporated organizational unit that has a legal capacity granted by Law, which has submitted an Entry, where until making the Offer the Participant to the Proceedings may be also recognised to be a group of such persons or organizational units or a consortium of such persons or organizational units, provided all members of the group or consortium indicate at the latest in the content of the Entry a person or persons authorised to represent the group and consortium;
- q) **Preliminary Agreement** – shall mean a contract subject to Law and defined in art.389 § 1 Civil Code, executed between ZMPSiŚ S.A. and the Participant to the Proceedings selected under the Procedure, which obliges the parties on terms and conditions set forth therein or resulting from Law to execute the Final Agreement, where such an agreement may contain also other undertakings of the parties thereto;
- r) **Final Agreement** – shall mean an agreement subject to Law and executed under the Preliminary Agreement between ZMPSiŚ S.A. and the Participant to the Proceedings selected under the Procedure, concerning the lease of the Real Estate to the Participant to the Proceedings selected under the Procedure, for lease to implement the Project and his use of the Real Estate in accordance with the content of the concept included in the Offer and proposed and implemented by the Participant to the Proceedings at his cost and risk, including also elements of other contracts, including unnamed ones;
- s) **Offer Deposit** – shall mean an amount mentioned in section XIV of the Procedure, which secures claims of ZMPSiŚ S.A. if the Participant to the Proceedings with whom ZMPSiŚ S.A. intends to execute the Preliminary Agreement selected under the Procedure evades executing the Final Agreement;
- t) **Entry** – shall mean a collection of documents, their content in line with the Procedure, which fulfil all formal requirements set forth in the content of the Procedure, prepared at the cost and risk of and submitted by the Participant to the Proceedings at a place and time indicated in the Procedure, which contains, among other, a declaration of the Participant to the Proceedings of his interest in implementing the Project and joining the Proceedings; and

- u) **ZMPsiŚ S.A.** – shall mean a commercial law company under the name: ZARZĄD MORSKICH PORTÓW SZCZECIN I ŚWINOUJŚCIE S.A. with its registered office in Szczecin, address: ul. Bytomska nr 7, 70-603 Szczecin, entered into the Register of Entrepreneurs of the National Court Register under KRS No 0000033768, registration court: District Court Szczecin-Centrum in Szczecin, REGON: 811649448, NIP: 9551889161.
- 2. In this Procedure, unless the content of the Procedure provides for explicitly otherwise:
  - a) the title of the Procedure and headings of editorial units of the text of the Procedure or Schedules hereto shall not have any legal importance and shall not affect the interpretation of the provisions of the Procedure or the Proceedings;
  - b) any reference to editorial units of the text or schedule shall be reference to editorial units of the Procedure or to schedules to the Procedure;
  - c) any reference to legal acts or regulations of Law shall mean reference to texts of legal acts or regulations of Law applicable on the date of their application, taking into account any amendments, supplements and newly introduced regulations of Law; and
  - d) any reference to Internet portals, websites or information placed in the Internet shall mean a reference to the current, as of the date of application, content of portals, websites or information, taking into account any changes, supplements and new information included in such sites.
- 3. Notwithstanding anything explicitly to the contrary herein, whenever a plural number is used in this Procedure, the same provisions of the Procedure shall apply to a singular number, and whenever a singular number is used in the Procedure, the same provisions of the Procedure shall apply to a plural number.
- 4. ZMPsiŚ S.A. shall fulfil obligations mentioned in art.13(1-3) of Regulation 2016/679 by placing required information on the website of ZMPsiŚ S.A.
- 5. If the fulfilment of obligations mentioned in art. 15(1-3) of Regulation 2016/679 requires excessive effort, ZMPsiŚ S.A. may require a data subject to indicate additional information aimed at making a request more specific.
- 6. Exercising the right to rectify or supplement personal data mentioned in art. 16 of Regulation 2016/679 by a data subject may not cause a change of the Participant to the Proceedings or award of the Proceedings or an amendment to the provisions of the Preliminary Agreement or the Final Agreement.
- 7. Participants to the Proceedings shall not have the right to make a demand mentioned in art.17(1) of Regulation 2016/679.
- 8. Making a demand mentioned in art. 18(1) of Regulation 2016/679 shall not limit the processing of personal data of Participants to the Proceedings until the end of the Proceedings.
- 9. ZMPsiŚ S.A. shall process personal data collected in the Proceedings in the manner that protects them against their illegal distribution.
- 10. Participants to the Proceedings shall fulfil relevant obligations, including information obligations, in accordance with Regulation 2016/679 with respect to all persons whose personal data are disclosed in relation to the Proceedings.

## **II. BASES FOR THE PROCEEDINGS, PROCEDURE AND THE TIMETABLE**

- 1. The Proceedings shall be carried out in accordance with Law and § 37<sup>1</sup> of the Statute.
- 2. The Procedure shall determine the rules of conducting the non-discriminatory, transparent, competitive and unconditional proceedings aimed at fulfilling the objective indicated in section III.1 hereof.

3. The Procedure shall be published not later than on the day of publishing an invitation to participate in the Proceedings, in Polish, together with the translation into English, in the form that provides unlimited access for persons interested potentially in participating in the Proceedings.
4. The anticipated timetable of the Proceedings shall be set forth in Schedule No 1 to the Procedure.

### **III. AIM AND GENERAL TERMS AND CONDITIONS OF THE PROCEEDINGS**

1. The aim of the Proceedings is the selection by ZMPSiŚ S.A. of one Participant to the Proceedings with whom ZMPSiŚ S.A. intends to execute the Preliminary Agreement, to enable the Participant to the Proceedings the implementation of the Project.
2. The Proceedings shall be carried out in a public manner, unless any provisions of the Procedure provide for otherwise. The transparency of the Proceedings may be provided by ZMPSiŚ S.A. using means of electronic communication.
3. The Proceedings shall be carried out in the following forms: written, documented, oral, and using means of electronic communication. The Procedure shall determine a form of a relevant activity taken within the Proceedings. If the Procedure does not determine a form proper for a relevant action in the course of the Proceedings, a Participant to the Proceedings shall have the right to take such an action in one of the forms indicated in the preceding sentence at his discretion, unless the Commission informs all the Participants to the Proceedings in advance of the necessity to maintain a form of an action indicated by the Commission.
4. It is sufficient for the validity of the Proceedings that at least one Entry is submitted and at least one Offer is made.
5. The Proceedings shall be carried out exclusively in Polish. If any English versions of documents are used or published by ZMPSiŚ or the Commission in the Proceedings, for the purpose of the Proceedings they shall constitute exclusively a translation; therefore, the Polish version of a relevant document shall prevail in case of any differences.
6. All documents submitted in the Proceedings by Participants to the Proceedings, which have not been prepared in Polish, shall be provided by the Participant before the submission to the Proceedings with a translation into Polish, albeit the occurrence of words and expressions in English shall be allowed. If the Commission has any doubts about the reliability of a translation of a document into Polish submitted by the Participant to the Proceedings, the Commission may request the Participant to the Proceedings, under the pain of not examining an indicated document, to submit by a deadline set by the Commission a certified translation into Polish of the document indicated by the Commission. All the above-mentioned translations shall be prepared in writing or otherwise null and void, at the cost and risk of a Participant to the Proceedings concerned.
7. Notwithstanding anything to the contrary herein, the Proceedings shall be carried out in the following stages:
  - a) 1<sup>st</sup> stage of the Proceedings:
    - (i) the public announcement of the invitation to participate in the Proceedings;
    - (ii) submitting Entries by Participants to the Proceedings;
    - (iii) verifying the formal requirements and content of Entries and rejecting Entries submitted by Participants to the Proceedings who are subject to exclusion from the Proceedings, according to identical criteria indicated in section IX hereof, as well as any Entries that do not fulfil relevant formal requirements and criteria indicated in Schedule No 2 to the Procedure; and
    - (iv) the preparation and publication of a list of Participants to the Proceedings admitted to the 2<sup>nd</sup> stage of the Proceedings and inviting Participants to the Proceedings included in the list to participate in the 2<sup>nd</sup> stage of the Proceedings;
  - b) 2<sup>nd</sup> stage of the Proceedings:
    - (i) gathering questions from Participants to the Proceedings admitted to the 2<sup>nd</sup> stage of the Proceedings and concerning, in particular: the Project, information included in the

- Documentation and terms and conditions of the Preliminary Agreement and the Final Agreement;
- (ii) providing Participants to the Proceedings with answers to questions mentioned in section III.7(b)(i) hereof;
- (iii) preparing and making Offers;
- (iv) opening Offers at a place and time indicated in the Procedure and publishing information that allows the identification of the Participants to the Proceedings who have made Offers;
- (v) rejecting Offers made by Participants to the Proceedings who are subject to exclusion from the Proceedings, according to identical criteria indicated in section IX hereof and invitation to participate in the Proceedings;
- (vi) verifying the formal requirements and content of Offers and rejecting Offers that do not meet formal requirements or criteria indicated in Schedule No 2 to the Procedure;
- (vii) the assessment of Offers remaining after the application of section III.7(b)(v) hereof and section III.7(b)(vi) hereof, according to identical criteria indicated in section IX hereof and indicated in the invitation to participate in the Proceedings and the determination of a score received at the 2<sup>nd</sup> stage of the Proceedings by every Offer not subject to rejection according to section III.7(b)(v) hereof and section III.7(b)(vi) hereof; and
- (viii) informing Participants to the Proceedings admitted to the 2<sup>nd</sup> stage of the Proceedings of a score obtained by every Offer mentioned in section III.7(b)(vii) hereof;
- c) 3<sup>rd</sup> stage of the Proceedings:
  - (i) inviting to negotiations that concern the content of the Preliminary Agreement and the Final Agreement first the Participant to the Proceedings whose Offer received the highest score at the 2<sup>nd</sup> stage of the Proceedings, and if in the period indicated in section III.12 of the Procedure ZMPSiS S.A. and a relevant Participant to the Proceedings invited to participate in the 3<sup>rd</sup> stage of the Proceedings fail to agree on the complete content of the Preliminary Agreement and the Final Agreement, ZMPSiS S.A. shall have the right at its discretion to break off negotiations with a relevant Participant to the Proceedings invited to participate in the 3<sup>rd</sup> stage of the Proceedings and to invite to the 3<sup>rd</sup> stage of the Proceedings another Participant to the Proceedings whose Offer achieved the second highest score at the 2<sup>nd</sup> stage of the Proceedings, which may be repeated a number of times with respect to consecutive Participants to the Proceedings in the order that corresponds to the falling score obtained at the 2<sup>nd</sup> stage of the Proceedings by every Offer, as mentioned in section III.7(b)(vii) hereof; and
  - (ii) subject to relevant provisions of the Procedure, the execution of the Preliminary Agreement with that Participant to the Proceedings with whom the complete content of the Preliminary Agreement and the Final Agreement is agreed upon in the course of negotiations mentioned in section III.7(c)(i) hereof.
- 8. At the 2<sup>nd</sup> stage of the Proceedings, ZMPSiS S.A. shall have the right to hold meetings at its discretion with Participants to the Proceedings who qualify for the participation in that stage or to communicate with such Participants to the Proceedings via means of electronic communication. If, during meetings mentioned in the preceding sentence or via means of electronic communication, ZMPSiS S.A. provides any information concerning the Project, the Real Estate, the content of the Preliminary Agreement or the content of the Final Agreement that has not been included in the Documentation, ZMPSiS S.A. shall forthwith provide the same information to other Participants to the Proceedings qualified to participate in the 2<sup>nd</sup> stage of the Proceedings or shall publish such information in the manner available to all Participants to the Proceedings qualified to participate in the 2<sup>nd</sup> stage of the Proceedings.
- 9. Until the completion of the 2<sup>nd</sup> stage of the Proceedings, the Commission may summon a Participant to the Proceedings, under the pain of excluding him from the Proceedings or rejecting his Offer, to remedy by a deadline set by the Commission any formal defects of the documents

submitted in the Proceedings or non-conformities of documents submitted in the Proceedings with the requirements set forth in the Procedure or to supplement the documents submitted in the Proceedings by a deadline set by the Commission.

10. Until the expiration of the deadline for making Offers set in section XVI.2 hereof, ZMPSiŚ S.A. may provide explanations as to the Procedure or the Documentation by placing information on the website of ZMPSiŚ S.A. in Polish with a translation into English. Without the necessity to give any additional declarations, information mentioned in the preceding sentence shall become binding for all Participants to the Proceedings.
11. Negotiations conducted at the 3<sup>rd</sup> stage of the Proceedings may not lead to the introduction of: terms and conditions of participating in the Proceedings, criteria of excluding from the participation in the Proceedings, assessment criteria of Offers or changes of Offers that would be unfavourable for ZMPSiŚ S.A. Negotiations shall not be governed by art.72 § 1 of the Civil Code.
12. If by the deadline of 30 (thirty) days of the date of an invitation to negotiations mentioned in section III.7(c)(i) hereof, ZMPSiŚ S.A. and a consecutive Participant to the Proceedings invited to participate in the 3<sup>rd</sup> stage of the Proceedings fail to agree on the full content of the Preliminary Agreement and the Final Agreement, ZMPSiŚ S.A. shall have the right at its discretion to break off the negotiations with the Participant to the Proceedings concerned invited to participate in the 3<sup>rd</sup> stage of the Proceedings and to invite to the 3<sup>rd</sup> stage of the Proceedings a next Participant to the Proceedings whose Offer received the next highest score at the 2<sup>nd</sup> stage of the Proceedings, which may be repeated a number of times with respect to consecutive Participants to the Proceedings in the order corresponding to the falling score obtained by every Offer at the 2<sup>nd</sup> stage of the Proceedings mentioned in section III.7(b)(vii) hereof.
13. At any time the Commission may request every Participant to the Proceedings for information or explanations that may concern in particular: information provided by the Participant to the Proceedings or content of documents submitted by him, the capital structure of the Participant to the Proceedings, capital relationships or a beneficial owner in the meaning of the Act of 1 March 2018 on counteracting money laundering and financing terrorism, the Real Estate, the anticipated method and terms and conditions of using the Real Estate, the Project, and the anticipated conditions of executing the Project.
14. The title to all documents, information (including unrecorded) or materials served to ZMPSiŚ S.A. or the Commission by the Participants to the Proceedings in relation to the Proceedings shall be transferred, without the need to submit any declarations to ZMPSiŚ S.A., at the time of their hand-over or disclosure to ZMPSiŚ S.A. or to persons acting for ZMPSiŚ S.A. Participants to the Proceedings shall not be entitled to any claims against ZMPSiŚ S.A., members of the authorities in ZMPSiŚ S.A., members of the Commission, persons employed by or cooperating with ZMPSiŚ S.A. due to using such documents, information and materials by the above-mentioned persons. A Participant to the Proceedings cannot demand the return of any documents or materials served to ZMPSiŚ S.A. or persons acting for ZMPSiŚ S.A. due to the Proceedings.
15. With no remuneration for the Participant to the Proceedings or an author, ZMPSiŚ S.A. shall have the right to use any and all information or works obtained due to the Proceedings, without any limitations as to the territory, time, number of copies, etc., in any field of exploitation, including but not limited to: processing, recording, multiplying, making available, distributing, saving in memory of computers or servers of computer networks, combining with other works, developments, adding elements, modifications, introducing changes, translations, changes of colour, changes of content, changes of size, changes of content, displaying, public presentation, using in publishing materials and in any and all types of audio-visual or computer media, publication, distribution in whole or in part, making available in such a manner that anyone can have access at a place and time of one's choice using interactive techniques, changes of layout and making any and all changes to the works.
16. Pursuant to a resolution of the Management Board of ZMPSiŚ S.A., the Proceedings may be closed at any time without an award, including for convenience (without given reasons), with an announcement in a form that is identical to the invitation to participate in the Proceedings. If the



Proceedings are closed in the manner indicated in the preceding sentence, Participants to the Proceedings shall have no right to make claims against ZMPSiS S.A., members of authorities of ZMPSiS S.A., members of the Commission or any persons employed by or collaborating with ZMPSiS S.A.

#### IV. INITIATING THE PROCEEDINGS

1. A decision to initiate the Proceedings shall be taken by the Management Board of ZMPSiS S.A.
2. The Management Board of ZMPSiS S.A. shall set up the Commission with a resolution and appoint its Chairperson.
3. From the date of adopting the resolution by the Management Board of ZMPSiS S.A. to set up the Commission, any activities related to the organization and conduct of the Proceedings shall be carried out by the Commission or persons authorised by the Commission to take specific actions.
4. Resolutions of the Management Board of ZMPSiS S.A. shall be required in particular for: determining the Procedure, determining the criteria of Offer assessment, and determining the value of a minimum fee (rent) for the use of the Real Estate.

#### V. DOCUMENTATION

1. The Documentation shall be transferred by ZMPSiS S.A. to parties interested in participating in the Proceedings, on terms and conditions set forth in the content of the Invitation to participate in the Proceedings.
2. The Documentation shall contain, as minimum:
  - a) an algorithm of Offer assessment;
  - b) general information about the anticipated location of the Real Estate; and
  - c) proposed major terms and conditions of the Preliminary Agreement and the Final Agreement.
3. The Documentation may also include other information, not mentioned in section V.2 hereof, at the discretion of ZMPSiS S.A., which is useful for the organization and conduct of the Proceedings as well as for preparing and making an Offer.
4. Before the deadline for submitting Offers set in section XVI.2 hereof, ZMPSiS S.A. shall have the right to modify the content of the Procedure or the Documentation for convenience, provided such modifications do not change: the terms and conditions of participating in the Proceedings, the criteria of excluding from the participation in the Proceedings, and the criteria of assessing Offers. In the case of changes to the Procedure, ZMPSiS S.A. shall immediately place information about changes introduced to the Procedure in the manner and in the form identical to the manner and form of publishing the Procedure and, if necessary, shall change deadlines set in the Procedure accordingly.

#### VI. COMMISSION

1. The Commission shall comprise minimum 5 (five) persons appointed by the Management Board of ZMPSiS S.A., including the Chairperson of the Commission designated by the Management Board of ZMPSiS S.A.
2. The Management Board of ZMPSiS shall have the right, at any time and for convenience, to change the composition of the Commission or dismiss from the Commission any persons or appoint any persons to the Commission. The events mentioned in the preceding sentence shall not affect the validity of any actions taken by the previous composition of the Commission or a person dismissed from the Commission.
3. The Chairperson of the Commission shall manage the work of the Commission and represent the Commission in external contacts.

4. Activities of the Commission shall be carried out without the participation of the Participants to the Proceedings, unless this Procedure explicitly provides for otherwise. Upon request of the Commission, persons who are not members of the Commission may participate in activities of the Commission involved in the organization and conduct of the Proceedings.
5. Minutes shall be prepared of meetings of the Commission in writing. Minutes mentioned in the preceding sentence shall be signed by all members of the Commission who participate in a meeting covered by the content of the minutes. Participants to the Proceedings shall not have the right to make any comments on or objections to the content of such minutes.
6. Resolutions of the Commission shall be adopted with the ordinary majority of votes cast by members of the Commission present during the voting. When resolutions are adopted by the Commission, if there is an equal number of votes 'for' and 'against', the Chairperson shall have a casting vote.
7. Resolutions of the Commission may be published by placing their content in Polish with its translation into English on the website of ZMPSiŚ S.A.
8. The Commission shall be dissolved on the day of completing the Proceedings without the necessity to submit any declarations or take any other actions.

## **VII. INVITATION TO PARTICIPATE IN THE PROCEEDINGS**

1. An invitation to participate in the Proceedings shall be announced to the public on the website of ZMPSiŚ S.A., in the form that guarantees the unlimited access for those potentially interested in the participation in the Proceedings and adequate to the character and scale of the subject matter of the Preliminary Agreement. The invitation shall be given in Polish with a translation into English.
2. Information about the invitation to participate in the Proceedings shall be also placed in a national daily newspaper and on minimum 3 (three) Internet portals dedicated to the maritime economy, including on minimum 2 (two) in English. The Management Board of ZMPSiŚ S.A. shall determine in a resolution the names of a daily newspaper and of Internet portals mentioned in the preceding sentence.
3. The invitation to participate in the Proceedings shall contain, as minimum, information indicated in § 37<sup>2</sup> section 2 of the Statute and the address of the website on which the Procedure has been placed.
4. The invitation to participate in the Proceedings shall be placed sufficiently in advance, minimum 60 (sixty) days before the deadline for submitting Entries set in section XVI.1 hereof.

## **VIII. TERMS AND CONDITIONS OF PARTICIPATING IN THE PROCEEDINGS**

1. The condition for participating in the Proceeding shall be the submission of an Entry of the form and content indicated herein with all documents indicated in the content of the Procedure.
2. Exclusively Participants to the Proceedings who have been invited by the Commission to participate in a relevant stage of the Proceedings may participate in the 2<sup>nd</sup> stage of the Proceedings and in the 3<sup>rd</sup> stage of the Proceedings.
3. Participants to the Proceedings shall bear any and all costs and risks that result from or are related to the participation in the Proceedings, including but not limited to those related to: tests, analyses and studies prepared in relation to the Proceedings, the preparation, drawing up and making of an Offer or other documents, consulting, advise, replacement, organization and conduct of meetings and negotiations or other activities related to the Proceedings. Participants to the Proceedings shall not have the right to make any claims against ZMPSiŚ S.A. or any other persons due to costs or risks that stem from the participation in the Proceedings, including if the Proceedings are terminated without an award under a resolution of the Management Board of ZMPSiŚ S.A. mentioned in section III.16 hereof.

4. If the Participant to the Proceedings is a group that consists of persons or unincorporated organizational units that are given a legal capacity by Law, all conditions for participating in the Proceedings have to be fulfilled by every member of that group and no member of the group can be subject to exclusion from the participation in the Proceedings under the criteria indicated in section IX hereof, under the pain of excluding the whole group from the Proceedings. In the case of a group mentioned in the preceding sentence, a condition for admitting such a group to participate in the Proceedings shall be the designation by all members of the group of a single person authorised to represent the whole group and granting that person the suitable power of attorney in the manner that complies with the rules of representation for every participant of that group.

#### **IX. CRITERIA OF EXCLUDING FROM THE PARTICIPATION IN THE PROCEEDINGS**

1. Notwithstanding anything to the contrary herein, the following persons may not participate in the Proceedings as Participants to the Proceedings:
  - a) persons who are members of the authorities of ZMPSiS S.A. or the Commission or their next of kin in the meaning of art. 115 § 11 of the Act of 6 June 1997 Penal Code;
  - b) persons or unincorporated organizational units who are given a legal capacity by Law and who do not meet the conditions for the participation in the Proceedings set forth herein or resulting from Law or whose participation in the Proceedings violates Law or the Procedure;
  - c) persons or unincorporated organizational units who are given a legal capacity by Law who are subject to an initiated liquidation, who have been declared bankrupt, whose assets are managed by a liquidator or court, who have executed a settlement with their creditors, whose business activity is suspended or are in a similar situation that results from a similar procedure provided for in the regulations of place where the procedure is initiated;
  - d) persons or unincorporated organizational units who are given a legal capacity by Law and who have presented in the Proceedings information that misled ZMPSiS S.A. or the Commission, which had or might have a major impact on decisions taken in the Proceedings by ZMPSiS S.A. or the Commission;
  - e) persons or unincorporated organizational units who are given a legal capacity by Law for whom a valid ruling has been issued, according to reliable information, which confirms the commitment of one of the following acts:
    - (i) the participation in a criminal organization according to the definition of such an organization given in art. 2 of the Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organised crime (OJ EU L 2008/300) or defined in Law;
    - (ii) corruption, according to a definition given in art. 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union (OJ EU L 1997/19) and art.2(1) of the Council Framework Decision 2003/568/JHA of 22 July 2003 on combating corruption in the private sector (OJ EU L 2003/192) or defined in Law;
    - (iii) financial abuse in the meaning of art. 1 of the Convention on the protection of the European Communities' financial interests (OJ EU L 1995/316) or defined in Law;
    - (iv) terrorist offences or offences linked to terrorist activities according to a definition given in art. 1 and art. 3 respectively of the Council Framework Decision 2002/475/JHA of 13 June 2002 on combating terrorism (OJ EU L 2002/164) or defined in Law, or abetting to commit an offence, assistance, complicity or attempting to commit an above-mentioned offence;
    - (v) money laundering or financing terrorist activity according to a definition given in art. 1 of the Directive of the European Parliament and of the Council 2005/60/EC of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing (OJ EU L 2005/309) or defined in Law;
    - (vi) child labour and other forms of human trafficking, according to a definition given in art. 2 of the Directive of the European Parliament and of the Council 2011/36/EU of 5 April 2011 on preventing and combating trafficking in human beings and protecting its victims (OJ EU L 2011/101) or defined in Law;

- f) persons or unincorporated organizational units who are given a legal capacity by Law, if according to information reliable for ZMPSiŚ S.A. or the Commission a person sentenced with a valid judgement for committing one of the acts listed in section IX.1(e) hereof is a member of managing or supervisory authorities of the person or organizational unit;
  - g) persons or unincorporated organizational units that in the period of up to 3 (three) years before the date of initiating the Proceedings failed to perform or performed improperly a contract executed with ZMPSiŚ S.A. or persons or unincorporated organizational units that have capital relations with persons or unincorporated organizational units that in the period of up to 3 (three) years before the date of initiating the Proceedings failed to perform or performed improperly a contract executed with ZMPSiŚ S.A.;
  - h) groups or consortia whose members include persons or unincorporated organizational units who are given a legal capacity by Law listed in any of the provisions of section IX.1(a-g) hereof;
  - i) persons or unincorporated organizational units who are given a legal capacity by Law, in relation to which the Minister of National Defence or an organisational unit of the Ministry of National Defence or an institution competent for the protection of the internal or external security of the Polish State will raise objections with regard to the defence or security of the Polish State.
2. A decision to exclude a person from the Proceedings according to section IX.1 hereof may be taken at any time. The Commission shall take a decision on the exclusion from the Proceedings based on section IX.1 hereof.
  3. Actions taken in the Proceedings by a Participant to the Proceedings excluded from the participation in the Proceedings based on section IX.1. hereof shall be entirely invalid *ex tunc* and shall have no effects in the Proceedings. For the purpose of the Proceedings, an Offer made by the Participant to the Proceedings excluded from the participation in the Proceedings under section IX.1 hereof shall be deemed to be invalid and shall have no effects in the Proceedings.

## **X. COURSE OF THE PROCEEDINGS**

1. The disclosure of information concerning the Proceedings or the subject matter of the Proceedings or the submission of a declaration by ZMPSiŚ S.A. or the Commission may be with the placement of relevant information or a declaration on the website of ZMPSiŚ S.A. in the form that guarantees the unlimited access of the Participants to the Proceedings or persons potentially interested in the participation in the Proceedings.
2. For the purpose of the Proceedings, an Entry or an Offer shall be considered valid and having effects provided for in the Procedure, if they fulfil all the formal requirements determined in the Procedure and contain all information and documents indicated herein. Subject to the provisions of section III.9 and section III.13 of the Procedure, any non-conformities with formal requirements that do not affect the merit of the content of an Entry or an Offer shall not result in an automatic rejection of an Offer.
3. An attorney of the Participant to the Proceedings shall prove his authorization when taking actions in which the attorney represents a Participant to the Proceedings. If in doubt as to the authorization of an attorney, the Commission may request a Participant to the Proceedings under the pain of excluding him from the Proceedings to prove his authorization by a deadline set by the Commission.
4. Until closing the Proceedings, no information shall be disclosed contained in Entries or Offers or being the subject matter of any negotiations conducted in the Proceedings, except for any information that is to be explicitly disclosed according to the Procedure.
5. When opening Offers mentioned in section III.7(b)(iv) hereof, the Chairperson of the Commission or a member of the Commission designated by the Chairperson of the Commission shall announce orally at least the following information: names (firms) or first names and surnames and addresses of all Participants to the Proceedings who have made Offers by the deadline set in section XVI.2 hereof. The Chairperson of the Commission or a member of the Commission designated by the Chairperson shall also have the right to read and inform during the public opening of Offers the

elements of the content of opened Offers that are important according to the Commission or circumstances relevant for the course of the Proceedings.

6. After opening Offers mentioned in section III.7(b)(iv) hereof, the Commission shall begin, at a closed door hearing, activities indicated in section III.7(b)(v)-(viii) hereof. The course of activities indicated in the preceding sentence shall constitute business secrets of ZMPŠiS S.A.
7. It is not necessary to carry out a detailed analysis of an Entry or an Offer or verify the fulfilment of all formal conditions by an Entry or an Offer, if the Commission determines according to the Procedure that an Entry or an Offer is invalid or is subject to rejection for any other reasons set forth in Law or in the Procedure.
8. Upon completing the activities indicated in section III.7(b) hereof, based on a resolution of the Commission, the Chairperson of the Commission shall invite to participate in the 3<sup>rd</sup> stage of the Proceedings first the Participant to the Proceedings whose Offer has achieved a highest score at the 2<sup>nd</sup> stage of the Proceedings, and on terms and conditions set forth herein, including but not limited to in section III.12 hereof, other Participants to the Proceedings in a suitable order. An invitation mentioned in the preceding sentence shall not constitute an offer in the meaning of art.66 § 1 of the Civil Code or art.66<sup>1</sup> § 1 of the Civil Code, an announcement of an auction or a tender in the meaning of art.70<sup>1</sup> of the Civil Code or an invitation to execute an agreement mentioned in art.71 of the Civil Code
9. A full content of the Final Agreement and the Preliminary Agreement shall be agreed upon in negotiations mentioned in section III.7(c) hereof, conducted with a relevant Participant to the Proceedings invited to participate in the 3<sup>rd</sup> stage of the Proceedings.
10. A place and time of conducting negotiations mentioned in section III.7(c) hereof shall be indicated by the Commission. Negotiations mentioned in the preceding sentence shall be carried out on behalf of ZMPŠiS S.A. by the Commission, without the participation of any third parties; however, upon summons of the Commission, persons who do not belong to the Commission may participate in the above-mentioned negotiations.
11. Negotiations mentioned in section III.7(c) hereof may be broken off by the Commission at any time, including for convenience, which shall not be considered to be an act contrary to good practice whatsoever, in particular as an act of initiating or conducting negotiations by ZMPŠiS S.A. without an intention to execute an agreement.
12. Taking a decision by the Commission to break off negotiations with a Participant to the Proceedings invited to the 3<sup>rd</sup> stage of the Proceedings shall mean the exclusion of the Participant to the Proceedings from the further participation in the Proceedings.
13. After completing negotiations mentioned in section III.7(c) hereof, the Management Board of ZMPŠiS S.A., following a request of the Commission, shall adopt a resolution on selecting a Participant to the Proceedings with whom, after the fulfilment of the requirements resulting from Law, the Statute, and the Procedure, the Preliminary Agreement shall be executed
14. The execution of the Preliminary Agreement shall require explicit and mutual declarations of intent of ZMPŠiS S.A. and the Participant to the Proceedings invited to the 3<sup>rd</sup> stage of the Proceedings submitted in the form of a notarial deed.
15. ZMPŠiS S.A. reserves the confidentiality of any and all information provided to Participants to the Proceedings in the course of negotiations and mentioned in section III.7(c) hereof and represents that any such information constitutes business secrets of ZMPŠiS S.A. Participants to the Proceedings shall not disclose, transfer or use information mentioned in the preceding sentence for a purpose other than the participation in the Proceedings or the execution of a Preliminary Agreement, subject to the obligations of the Participants to the Proceedings that result from Law.
16. The Commission shall have the right to submit a request to the Management Board of ZMPŠiS at any time for adopting a resolution on completing the Proceedings without a resolution.

17. A date of completing the Proceedings shall be an earlier of the following days: a day of executing a Preliminary Agreement or a day when the Management Board of ZMPSiŚ S.A. adopts a resolution on completing the Proceedings without a resolution.

## **XI. AN ENTRY AND ITS MAJOR ELEMENTS**

1. A Participant to the Proceedings shall submit an Entry by filling in a form enclosed as Schedule No 3 to the Procedure and enclosing all documents set forth in section XI.4 hereof. It is admissible to include all information set forth in the content of Schedule No 3 in a document prepared by a Participant to the Proceedings alone.
2. Only an original Entry with the content indicated in Schedule No 3 to the Procedure can be submitted in the Proceedings, without any corrections or deletions (unless a template of the document enclosed to the Procedure provides for otherwise), prepared in Polish, in writing, legibly, in a permanent manner, or otherwise null and void. Schedules shall be an integral part of the Entry.
3. An Entry shall be signed by a person or persons duly authorised to represent the Participant to the Proceedings according to the rules of representing the Participant to the Proceedings or a duly authorised attorney of the Participant to the Proceedings.
4. The following documents shall be enclosed to an Entry:
  - a) documents that confirm conducting the business activity by the Participant to the Proceedings, which are valid as of the date of submitting the Entry;
  - b) a concise description of the structure and the activity of the Participant to the Proceedings to date, including but not limited to his operations in the sector of the maritime economy;
  - c) a declaration confirming that:
    - (i) the Participant to the Proceedings, either alone or with other entities, has managed or operated a terminal or handling superstructure used to handle min. 500000 TEU between a ship side and an unloading yard or vice versa at a single location during 1 (one) calendar year in the period up to 10 (ten) years before the date of initiating the Proceedings; or
    - (ii) a member of the managing authorities of the Participant to the Proceedings was a member of a managing authority of an entity that has managed a project that resulted in the establishment of a terminal or handling superstructure used to handle min. 500000 TEU between a ship side and an unloading yard or vice versa at a single location during 1 (one) calendar year in the period up to 10 (ten) years before the date of initiating the Proceedings; or
    - (iii) the Participant to the Proceedings has had capital involvement in an entity that has managed a project that resulted in the establishment of a terminal or handling superstructure used to handle min. 500000 TEU between a ship side and an unloading yard or vice versa at a single location during 1 (one) calendar year in the period up to 10 (ten) years before the date of initiating the Proceedings;- together with the indication of evidence to confirm the declaration and letters of reference, if any;
  - d) a declaration on the anticipated sources of financing the Project, including the indication of circumstances that substantiate the content of the declaration; and
  - e) a general description of the concept of the Participant to the Proceedings as to constructing a deep-water container terminal in Świnoujście.
5. If a Participant to the Proceedings is a group or consortium that consists of persons or unincorporated organizational units who are given a legal capacity by Law, documents listed in section XI.4(a) hereof have to be enclosed to the Entry that concern every member of the group or the consortium.
6. If the Participant to the Proceedings is a group or consortium that includes persons or unincorporated organizational units who are given a legal capacity by Law, it is sufficient that the

documents mentioned in section XI.4(c) hereof concern one of the members of the group or consortium.

7. A Participant to the Proceedings shall have the right to submit together with an Entry additional documents that confirm the fulfilment by the Participant to the Proceedings of the conditions for participating in the Proceedings or allowing an assessment or verification of a legal or economic situation or an assessment of the reliability of the Offer made; however, such documents may be omitted by the Commission.

## **XII. OFFER AND ITS MAJOR ELEMENTS**

1. An Offer may be made exclusively by a person or an unincorporated organizational that is given a legal capacity by Law. If, before making an Offer, a group of above-mentioned persons or organizational units participates jointly in the Proceedings, the group is obliged, before making an Offer, to appoint or establish a person or an unincorporated organizational unit that is given a legal capacity by Law or a consortium that includes minimum 1/3 part of the present participants of the group. In the case described in the preceding sentence, Participants to the Proceedings that make an Offer have to fulfil all the conditions for participating in the Proceedings, including by having experience indicated in section XI.4(c) hereof. It is also allowed to make an Offer exclusively by one member of such a group, provided he alone meets all the conditions for participating in the Proceedings, including by having experience indicated in section XI.4(c) hereof.
2. A Participant to the Proceedings shall have the right to make only one Offer. If a Participant to the Proceedings makes more than one Offer, only the last Offer made by the Participant to the Proceedings shall be examined by the Commission, and this Offer shall be binding in whole for the Participant to the Proceedings, while any earlier Offers of this Participant to the Proceedings shall be omitted in whole, as invalid.
3. It is not admissible in the Proceedings to make the following Offers: conditional, partial, or Offers of a similar content.
4. Until the expiry of a deadline for making Offers set in section XVI.2 hereof, every Participant to the Proceedings may change or withdraw in whole an Offer he has made. A withdrawn Offer shall be recognised for the purpose of the Proceedings as not made. The withdrawal of an Offer shall be in writing, with a hand-written signature appended by a person or persons duly authorised to represent the Participant to the Proceedings according to the rules of representing the Participant to the Proceedings or a duly authorised attorney of the Participant to the Proceedings. A change of an Offer shall be subject to the same rules as applicable to making an Offer. If a made Offer is changed, a Participant to the Proceedings shall clearly and in detail indicate the content of changes compared to the content of a previously made Offer. If in doubt as to the circumstances indicated in the preceding sentence, for the purpose of the Proceedings, the Commission may, without prior notice or summoning the Participant to the Proceedings, conclude that the Participant to the Proceedings has made a new Offer and consider only the new Offer in accordance with the provisions hereof.
5. A Participant to the Proceedings shall be bound without any reservations or conditions by the Offer he makes in the period until 31 December 2022. If a Participant to the Proceedings is excluded from the participation in the Proceedings, including under section X.12 hereof, from the date of taking a relevant resolution by the Commission, the excluded Participant to the Proceedings shall be no longer bound by the Offer made. If the Proceedings are closed without an award, from the date of adopting a relevant resolution by the Management Board of ZMPSiS S.A., all Participants to the Proceedings shall be no longer bound by the Offers made.
6. An Offer shall be rejected without consideration as invalid, if:
  - a) it is made after the deadline for making Offers set in section XVI.2 hereof;
  - b) it is made at a place other than set forth in section XVI.3 hereof;
  - c) it is made by a Participant to the Proceedings whose participation in the Proceedings violates the conditions set forth section VIII.1 hereof or section VIII.2 hereof;

- d) it is made by a Participant to the Proceedings who is subject to exclusion from the Proceedings pursuant to criteria indicated in section IX hereof;
  - e) subject to section III.6 hereof and section III.9 hereof, it is incomplete or does not meet any formal requirements set forth herein or violates the provisions hereof;
  - f) it is conditional, partial or of similar content; or
  - g) it is made by a Participant to the Proceedings who, by a deadline set by the Commission, has not obeyed the summons of the Commission mentioned in section III.9 hereof or section X.3 hereof.
7. A Participant to the Proceedings shall make an Offer by completing the forms enclosed as Schedule No 4A and Schedule No 4B to the Procedure and enclosing thereto all the documents specified in section XII.10 hereof. In the form that informs about the intentions and concept of the Participant to the Proceedings (Schedule No 4B to the Procedure) it is obligatory to indicate an amount which, if the Final Agreement is executed with him, the Participant to the Proceedings undertakes to pay ZMPSiŚ S.A. for the use of the Real Estate under the Final Agreement, and the amount offered by the Participant to the Proceedings may not be lower than a minimum value of the fee (rent) for the use of the Real Estate indicated by ZMPSiŚ S.A. in the invitation to participate in the Proceedings. It is not admissible to include any information specified in the content of Schedule No 4A or Schedule No 4B to the Procedure in a document prepared by the Participant to the Proceedings alone.
  8. It is admissible in the Proceedings exclusively to submit an original Offer, without any revisions or deletions (unless the content of a form of a document enclosed to the Procedure provides for otherwise), prepared in Polish, in writing, legibly, in a permanent manner, or otherwise null and void. Pages of documents that constitute an Offer shall be numbered with consecutive numbers, legibly and in a permanent manner. Schedules shall be an integral part of an Offer.
  9. All forms that make up an Offer (Schedule No 4A and Schedule No 4B to the Procedure) shall be signed by a person or persons duly authorised to represent the Participant to the Proceedings according to the rules of representation of the Participant to the Proceedings or a duly authorised attorney of the Participant to the Proceedings.
  10. The following documents shall be enclosed to the forms being Schedule No 4A and Schedule No 4B to the Procedure:
    - a) a valid printout collected not earlier than on the day of publishing the first announcement of the invitation to participate in the Proceedings of information collected under art. 4(4aa) of the Act of 20 August 1997 on the National Court Register concerning a Participant to the Proceedings or a relevant printout from another register or record, in which the Participant to the Proceedings is entered according to applicable regulations, and if the Participant to the Proceedings has his registered office or domicile outside the territory of the Republic of Poland, a valid and prepared not earlier than on the day of publishing an invitation to participate in the Proceedings certificate of a competent authority or entity at the registered office or domicile of the Participant to the Proceedings, determining his legal status, and a document issued in the country where the Participant to the Proceedings has his registered office or domicile indicating a person or persons authorised to represent the Participant to the Proceedings and confirming that the Participant to the Proceedings carries out a business activity;
    - b) a valid certificate prepared not earlier than on the day of publishing the invitation to participate in the Proceedings on no arrears in tax liabilities of the Participant to the Proceedings issued by a fiscal administration authority competent for the registered office or domicile of the Participant to the Proceedings, and if the Participant to the Proceedings has his registered office or domicile outside the territory of the Republic of Poland, a valid and prepared not earlier than on the day of publishing an invitation to participate in the Proceedings certificate of a competent authority or entity at the registered office or domicile of the Participant to the Proceedings on no arrears in tax liabilities of the Participant to the Proceedings;
    - c) a valid certificate prepared not earlier than on the day of publishing the invitation to participate in the Proceedings on no arrears of the Participant to the Proceedings in social insurance premiums issued by a branch of the Social Insurance Institution (ZUS) or the Social Insurance System for Farmers (KRUS) competent for the registered office or domicile of the Participant



- to the Proceedings, and if the Participant to the Proceedings has his registered office or domicile outside the territory of the Republic of Poland, a valid and prepared not earlier than on the day of publishing an invitation to participate in the Proceedings certificate of a competent authority or entity at the registered office or domicile of the Participant to the Proceedings on no arrears in social insurance premiums;
- d) documents confirming the sources of financing the Project, including but not limited to one of the following documents:
- (i) if the Project is to be implemented with own resources—a confirmation issued by a bank of collecting adequate funds on a bank account of a Participant to the Proceedings;
  - (ii) if the Project is to be implemented with a loan or a credit, a term sheet for the whole project together with a written declaration of all financing institutions on the intention to provide funding for the entity indicated in the document and confirming the agreement with the Participant to the Proceedings of funding terms and conditions; or
  - (iii) if funds from an entity being a part of the Participant to the Proceedings are indicated as one of the sources of financing the Project, a letter of comfort issued by such an entity.
11. If in the country of the registered office or domicile of the Participant to the Proceedings no documents mentioned in section XII.10(.a-c) hereof are issued, the Participant to the Proceedings shall submit a declaration of a relevant content.
12. A Participant to the Proceedings shall have the right to submit with the Offer additional documents that confirm the fulfilment by the Participant to the Proceedings of the conditions of the participation in the Proceedings or the fulfilment of the selection criteria or allowing the assessment or verification of the legal and economic situation or the assessment of the reliability of the Offer made.
13. The following regulations shall not apply to the Offer: art.66<sup>2</sup>, art.67, art.68<sup>2</sup>, art.69, art.70, art.70<sup>2</sup>, art.70<sup>3</sup> § 1 and § 3 of the Civil Code.
14. All amounts expressed in foreign currencies in the Offers or other documents submitted together with the Offers shall be converted into Polish zlotys for the purposes of the Proceedings according to an exchange rate of the relevant foreign currency specified in Table A announced by the National Bank of Poland on the day on which the invitation to participate in the Proceedings is published.
15. All the documents that make up an Offer shall be submitted in originals or copies certified as conforming to the original by a notary public or a person or persons duly authorised to represent the Participant to the Proceedings according to the rules of representation of the Participant to the Proceedings or by a duly authorised attorney of the Participant to the Proceedings.
16. The Commission may at any time request directly an entity that has issued a document mentioned in section XII.10(d) hereof for information that allows in particular: the verification of the authenticity or content of a document submitted by the Participant to the Proceedings, information concerning conditions of financing the Project or for giving explanations as to the content of the document submitted by the Participant to the Proceedings.

### **XIII. APPEALS**

1. A Participant to the Proceedings shall have the right to make an appeal against a decision or resolution of the Commission that is against the Procedure and is adopted in the Proceedings concerning: an exclusion of an appealing Participant to the Proceedings from the participation in the Proceedings, rejecting or recognising as invalid an Offer made by an appealing Participant to the Proceedings or another resolution of the Commission that affects adversely and directly the situation of an appealing Participant to the Proceedings, provided an appealing Participant to the Proceedings indicates such effects in the content of the appeal and provided that the resolution appealed against has had a major impact on the course of the Proceedings.

2. Appeals mentioned in section XIII.1 hereof shall be handled in accordance with the procedure and rules set forth in section II of Schedule No 5 to the Procedure by an Arbiter selected by an appealing Participant to the Proceedings. ZMPSiŚ S.A. and an appealing Participant to the Proceedings shall be obliged to cooperate in good faith in order to enable the Arbiter mentioned in the preceding sentence to issue a ruling as soon as possible.
3. Participants to the Proceedings, other persons or unincorporated organizational units that are given a legal capacity by Law or other entities that are or have been interested in the resolution of the Proceedings or have suffered or might have suffered loss as a result of the violation of Law or the Procedure, shall not be entitled due to their participation in the Proceedings to file any complaints or to any remedies, other than set forth in the content of this section XIII of the Procedure

#### **XIV. OFFER DEPOSIT**

1. A condition for executing the Preliminary Agreement is the payment by a Participant to the Proceedings of the whole amount of an Offer Deposit before the execution of the Agreement according to the provisions hereof and before the deadline set by ZMPSiŚ S.A.
2. An Offer Deposit may be paid exclusively in one of the following forms: with money, with a bank guarantee with the wording previously accepted by ZMPSiŚ S.A. or an insurance guarantee with the wording previously accepted by ZMPSiŚ S.A. An Offer Deposit given with money shall be paid with a transfer to the bank account of ZMPSiŚ S.A., to an account number in IBAN standard: PL 28 1240 3826 1111 0000 4403 0937; a name and address of the bank operating the account: Bank PEKAO S.A., III Oddział Szczecin, Pl. Orła Białego nr 3, 70-952 Szczecin; SWIFT / BIC: PKOPPLPW. If the Offer Deposit is given in a form other than in money, an original document that includes a declaration on establishing the Offer Deposit shall be issued to ZMPSiŚ S.A.
3. An Offer Deposit shall amount to PLN 5,000,000.00 (five million zlotys).
4. A date of paying an Offer Deposit shall be a date (day and time) of crediting the bank account of ZMPSiŚ S.A. indicated in section XIV.2 hereof.
5. An Offer Deposit shall be retained by ZMPSiŚ S.A. until the execution of the Final Agreement, to secure claims of ZMPSiŚ S.A. against the Participant to the Proceedings who has provided the Offer Deposit. If at the time of executing the Final Agreement the whole or any part of an Offer Deposit remains at the disposal of ZMPSiŚ S.A., the whole amount of the Offer Deposit remaining at the disposal of ZMPSiŚ S.A. shall be credited for the earliest liabilities of ZMPSiŚ S.A. under the Final Agreement.
6. If the Final Agreement is not executed through fault exclusively of ZMPSiŚ S.A., an Offer Deposit and interest on the paid Offer Deposit due under a bank account agreement on which it has been maintained, net of bank fees and bank costs for the transfer of money to the bank account of the Participant to the Proceedings, if any, shall be reimbursed to the Participant to the Proceedings who has paid the Offer Deposit to the bank account from which it has been paid to ZMPSiŚ S.A. within 14 (fourteen) days of the date when the Final Agreement was to be executed. A date of debiting the bank account of ZMPSiŚ S.A. shall apply for the deadline set in the preceding sentence.
7. If any loss is suffered, for which the Participant to the Proceedings is liable, ZMPSiŚ S.A. shall have the right to meet its claims first with the Offer Deposit. If any claims are paid with the Offer Deposit, ZMPSiŚ S.A. shall immediately notify the Participant to the Proceedings who has paid the Offer Deposit to this effect.
8. ZMPSiŚ S.A. shall have the right to retain a whole Offer Deposit together with interest due under an agreement on a bank account on which it has been maintained in the following cases:
  - a) the Participant to the Proceedings who has paid the Offer Deposit evades executing the Preliminary Agreement; or
  - b) if the execution of the Final Agreement has become infeasible for reasons that are attributable to the Participant to the Proceedings who has paid the Offer Deposit.

9. In the cases mentioned in section XIV.8 hereof the Participant to the Proceedings who has paid the Offer Deposit shall not be entitled to lodge any claims against ZMPSiŚ S.A.; therefore, the application of art.70<sup>4</sup> § 2 the last sentence of the Civil Code shall be excluded.

#### **XV. PACKAGING OF AN ENTRY OR AN OFFER**

1. A Participant to the Proceedings shall submit an Entry or an Offer in a packaging at the discretion of the Participant to the Proceedings that prevents becoming acquainted with the content of the Entry or the Offer without opening the packaging and prevents its opening without leaving traces after its opening.
2. An Entry or an Offer shall be submitted or made in each case in a single closed and non-transparent packaging. A Participant to the Proceedings shall place the marking of a name (firm) of the Participant to the Proceedings with a mailing address of the Participant to the Proceedings in a permanent manner on an external side of packaging.
3. A Participant to the Proceedings shall place the following legible note on the packaging of an Entry: 'Zgłoszenie Świnoujście' (=Świnoujście Entry) and 'Nie otwierać' (=Do not Open), and on the packaging of an Offer: 'Oferta Świnoujście' (=Świnoujście Offer) and 'Nie otwierać' (=Do not open).
4. A Participant to the Proceedings shall bear any risks due to the improper packaging or marking of an Entry or an Offer.
5. If an Entry or an Offer is not packaged properly or if a packaging of an Entry or an Offer does not fulfil the requirements set forth in the Procedure or resulting from the practice and customary methods in the above-mentioned scope, Participants to the Proceedings shall not be entitled to any claims against ZMPSiŚ S.A., members of authorities of ZMPSiŚ S.A., members of the Commission or persons employed by or collaborating with ZMPSiŚ S.A.

#### **XVI. DEADLINES FOR SUBMITTING ENTRIES AND MAKING OFFERS, OPENING OFFERS**

1. A deadline for submitting Entries shall be 30 September 2021, 3.00 p.m.
2. A deadline for making Offers shall be 31 May 2022, 3.00 p.m.
3. Entries or Offers may be submitted and made before the deadline indicated in section XVI.1 hereof, exclusively in the following places:
  - a) personally, in room No 1 at the registered office of ZMPSiŚ S.A. in Szczecin, at 7 Bytomska street, or
  - b) by mail or courier service delivered to the address of: ZARZĄD MORSKICH PORTÓW SZCZECIN I ŚWINOUJŚCIE S.A., ul. Bytomska nr 7, 70-603 Szczecin, Poland.
4. Entries or Offers shall be registered by a representative of ZMPSiŚ S.A. in the order of submission at a suitable place indicated in section XVI.3 hereof.
5. A date of submitting an Entry or making an Offer shall be considered to be:
  - a) as regards Entries or Offers submitted or made personally: a moment of confirming a receipt by a representative of ZMPSiŚ S.A. of a package containing an Offer issued to a representative of ZMPSiŚ S.A. at the place set forth in section XVI.3 (a) hereof; or
  - b) as regards Entries or Offers sent by mail or courier service: a moment of confirming a receipt by a representative of ZMPSiŚ S.A. of a package containing an Offer issued to a representative of ZMPSiŚ S.A. at the place set forth in section XVI.3(b) hereof.
6. ZMPSiŚ S.A. shall have the right to refuse to accept or examine an Entry or an Offer that is submitted or made in violation of section XVI.1-3 hereof. If ZMPSiŚ S.A. receives an Entry or an Offer submitted or made in violation of section XVI.1-3 hereof, such an Entry or an Offer shall be returned to a Participant to the Proceedings concerned without its examination.
7. Offers made before the deadline set in section XVI.2 hereof shall be opened on 01 June 2022 at 10.00 a.m. at the registered office of ZMPSiŚ S.A. in Szczecin, 7 Bytomska street.

## **XVII. EXECUTION OF A PRELIMINARY AGREEMENT AND A FINAL AGREEMENT**

1. The Preliminary Agreement shall introduce among other the following conditions for executing the Final Agreement:
  - a) obtaining by ZMPSiS S.A. corporate approvals for the execution of the Final Agreement that result from the Statute and the Law;
  - b) obtaining by ZMPSiS S.A. a final decision on the consent mentioned in art. 3 of the Act of 20 December 1996 on sea ports and havens;
  - c) the reclamation by the Participant to the Proceedings selected by ZMPSiS at his cost and risk of a relevant sea area, after obtaining by him relevant consents, permits, decisions, etc. as required to implementation of the concept proposed by the selected Participant of the Proceedings;
  - d) establishing a land and mortgage register for the Real Estate; and
  - e) obtaining by ZMPSiS S.A. a usufruct to the Real Estate or another type of right to use the Real Estate of a content that allows the disposal of the Real Estate in the manner set forth in the Final Agreement.
2. If any of the conditions set forth in section XVII.1 hereof or other conditions set forth in the Preliminary Agreement are not fulfilled, ZMPSiS S.A. shall not be obliged to execute the Final Agreement.
3. If ZMPSiS S.A. does not execute the Final Agreement because any of the conditions set forth in the Preliminary Agreement are not fulfilled, such an event shall not be considered to be an evasion by ZMPSiS S.A. of executing the Final Agreement or default on any of the duties of ZMPSiS S.A., and if such an event occurs, the Participant to the Proceedings being a party to such agreements shall not be entitled to file any claims against ZMPSiS S.A., members of authorities in ZMPSiS S.A. or any other persons.
4. Any fees and taxes related to the preparation of relevant documents and the execution of the Preliminary Agreement and the Final Agreement shall be borne in whole by a Participant to the Proceedings concerned, being a party to those Agreements.

## **XVIII. FINAL PROVISIONS**

1. The provisions hereof shall not violate any applicable regulations of Law or the provisions of the Statute. If any discrepancies occur between the provisions of the Procedure and Law or the Statute, Law or the Statute shall prevail.
2. Schedules shall be an integral part hereof.
3. Taking any actions in the course of the Proceedings, including but not limited to submitting an Entry, shall also mean a confirmation that a Participant to the Proceedings has become acquainted with the wording of the Procedure current as of the date of its application, understands its content, accepts the Procedure without any reservations and undertakes to follow and apply all the provisions of the Procedure in the Proceedings.
4. Should any provision of the Procedure prove invalid, ineffective or incomplete or, according to Law or a final and binding ruling of a court or public administration authority, is deemed to be invalid, ineffective or incomplete, such invalidity, ineffectiveness or incompleteness shall not effect the validity or effectiveness of any other provisions hereof.
5. The Procedure, the Documentation, the invitation to participate in the Proceedings and any other documents concerning the Proceedings or prepared by ZMPSiS S.A. in relation to the Proceedings shall not constitute: an offer in the meaning of art.66 § 1 of the Civil Code or art.66<sup>1</sup> § 1 of the Civil Code, announcements of an auction or a tender in the meaning of art.70<sup>1</sup> of the Civil Code or an invitation to execute an agreement mentioned in art.71 of the Civil Code.
6. The Procedure shall come into effect on 06 July 2021.

#### LIST OF SCHEDULES TO THE PROCEDURE:

1. Timetable of the Proceedings.
2. Criteria of Entry assessment and criteria of Offer assessment and their weights.
3. Entry.
- 4A. Offer – parts I-VI.
- 4B. Offer – part VII (an information about the intentions and concept of the Participant to the Proceedings).
5. A list of Arbiters and the procedure for filing and handling appeals of the Participants to the Proceedings.
6. A form of an order for the Arbiter.
7. An approximate location of the Real Estate (map).
8. General information about the anticipated method of using the future real estate.
9. Military mobility requirements.

## PROCEEDINGS TIMETABLE

event	deadline
<b>1<sup>st</sup> stage of the Proceedings</b>	
the invitation to participate in the Proceedings	from 06 July 2021
submitting Entries by Participants to the Proceedings	until 30 September 2021
verifying the formal requirements and content of Entries and rejecting Entries submitted by Participants to the Proceedings who are subject to exclusion from the Proceedings, according to identical criteria indicated in section IX hereof, as well as any Entries that do not fulfil relevant formal requirements and criteria indicated in Schedule No 2 to the Procedure	until 15 October 2021
the preparation and publication of a list of Participants to the Proceedings admitted to the 2nd stage of the Proceedings	until 15 October 2021
<b>2<sup>nd</sup> stage of the Proceedings</b>	
gathering questions from Participants to the Proceedings admitted to the 2nd stage of the Proceedings and concerning, in particular: the Project, information included in the Documentation and terms and conditions of the Preliminary Agreement and the Final Agreement	until 31 January 2022
providing Participants to the Proceedings with answers to questions	until 15 February 2022
preparing and making Offers by Participants to the Proceedings	until 31 May 2022
opening Offers	01 June 2022
rejecting Offers made by Participants to the Proceedings who are subject to exclusion from the participation in the Proceedings and verifying the formal requirements and content of Offers and rejecting Offers that do not meet formal requirements or criteria indicated in the Procedure	until 20 June 2022
the assessment of Offers remaining and the determination of a score received at the 2nd stage of the Proceedings by every Offer	until 20 June 2022
<b>3<sup>rd</sup> stage of the Proceedings</b>	
inviting to negotiations that concern the content of the Preliminary Agreement and the Final Agreement first the Participant to the Proceedings whose Offer received the highest score at the 2nd stage of the Proceedings	after assessment of Offers remaining and the determination of a score received at the 2nd stage of the Proceedings by every Offer
negotiations concerning content of the Preliminary Agreement and the Final Agreement	after assessment of Offers remaining and the determination of a score received at the 2nd stage of the Proceedings by every Offer
the execution of the Preliminary Agreement with that Participant to the Proceedings with whom the complete content of the Preliminary Agreement and the Final Agreement is agreed upon in the course of negotiations	after completing negotiations with a relevant Participant to the Proceedings

Any and all capitalised terms used herein shall have the meaning given thereto in section I of the *'Procedure for the proceedings of awarding a preliminary agreement that obliges the parties to execute a final agreement on the use of a real estate located within the borders of the seaport in Świnoujście, designated for operating a container terminal according to a concept proposed and implemented by a user'*.

## OFFER AND ENTRY ASSESSMENT CRITERIA

### I. Entry assessment criteria

1. Submitting the Entry at a time and place indicated in the Procedure. yes/no
2. Conformity of the Entry to formal requirements included in the Procedure (signatures, enclosing documents required under the Procedure). yes/no
3. Confirming that the Participant to the Proceedings has fulfilled the conditions for participating in the Proceedings as set forth in the Procedure. yes/no
4. Confirming no bases for excluding the Participant to the Proceedings from participating in the Proceedings according to criteria set forth in the Procedure. yes/no
5. Experience of the Participant to the Proceedings. yes/no
  - a) the Participant to the Proceedings and, if the Participant to the Proceedings is a group or a consortium, minimum one member of the group or the consortium, alone or jointly with other entities, has managed or operated a terminal or handling superstructure used to handle min. 500000 TEU between a ship side and an unloading yard or vice versa at a single location during 1 (one) calendar year in the period up to 10 (ten) years before the date of initiating the Proceedings, or
  - b) a member of the managing authorities of the Participant to the Proceedings and, if the Participant to the Proceedings is a group or a consortium, a member of the managing authorities in minimum one member of the group or the consortium, was a member of a managing authority of an entity that has managed a project that resulted in the establishment of a terminal or handling superstructure used to handle min. 500000 TEU between a ship side and an unloading yard or vice versa at a single location during 1 (one) calendar year in the period up to 10 (ten) years before the date of initiating the Proceedings, or
  - c) the Participant to the Proceedings and, if the Participant to the Proceedings is a group or a consortium, minimum one member of the group or the consortium, has had capital involvement in an entity that has managed a project that resulted in the establishment of a terminal or handling superstructure used to handle min. 500000 TEU between a ship side and an unloading yard or vice versa at a single location during 1 (one) calendar year in the period up to 10 (ten) years before the date of initiating the Proceedings.

### II. Offer assessment criteria

#### 1. Price criteria

weight: **0.5**

- 1.1. The value of an annual fee (rent) that the Participant to the Proceedings undertakes to pay ZMPŠIŠ S.A. for using the whole Real Estate – a product of sections 3.2 and 3.3 of Schedule No 4B to the Procedure. 30 points

- |      |  |              |
|------|--|--------------|
| 1.2. | The value of a fee for ZMPSiŚ S.A. that the Participant to the Proceedings undertakes to pay ZMPSiŚ S.A. for every container capacity unit (1 TEU) handled in the seaport – section 3.4 of Schedule No 4B to the Procedure.                | 10<br>points |
| 1.3. | The value of a fee for ZMPSiŚ S.A. that the Participant to the Proceedings undertakes to pay ZMPSiŚ S.A. for every container capacity unit (1 TEU) handled in the maritime transshipment – section 3.5 of Schedule No 4B to the Procedure. | 10<br>points |

## 2. Functionality or quality criteria

weight: 0.4

- |      |   |              |
|------|---|--------------|
| 2.1. | The conformity of the concept of developing the Real Estate presented by the Participant to the Proceedings to the general purpose of using the Real Estate provided for by ZMPSiŚ S.A. in Schedule No 8 to the Procedure, according to data included in sections 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, and 1.14 of Schedule No 4B to the Procedure.                        | 5 points     |
| 2.2. | The annual handling capacity guaranteed by the Participant to the Proceedings (in TEU) of the deepwater container terminal located on the Real Estate after completing the 1st phase of the project construction – section 1.12 of Schedule No 4B to the Procedure.   | 15<br>points |
| 2.3. | The deadline guaranteed by the Participant to the Proceedings of serving the first megamax vessel with 14.5 m depth using equipment or facilities located within the Real Estate after its development by the User to the Proceedings in the manner that conforms to the concept presented by the Participant to the Proceedings – section 1.11 of Schedule No 4B to the Procedure. | 15<br>points |
| 2.4. | The level of conformity of the concept of developing the Real Estate presented by the Participant to the Proceedings to the military mobility programme according to sections 1.21 and 1.22 of Schedule No 4B to the Procedure.   | 5 points     |

## 3. Environmental criteria

weight: 0.03

- |      |  |         |
|------|--|---------|
| 3.1. | The application by the Participant to the Proceedings of solutions that minimise the negative impact on the natural environment (flora and fauna) included in the concept of developing the Real Estate – section 1.15 of Schedule No 4B to the Procedure.   | 1 point |
| 3.2. | The application by the Participant to the Proceedings of solutions that minimise the negative impact on the atmosphere included in the concept of developing the Real Estate – section 1.16 of Schedule No 4B to the Procedure.  | 1 point |
| 3.3. | The application by the Participant to the Proceedings of solutions that provide the supplies of electricity to a ship during its stop at the quay in order to supply the ship's equipment included in the concept of developing the Real Estate – section 1.16 of Schedule No 4B to the Procedure. | 1 point |

## 4. Social criteria

0.07

- |      |  |          |
|------|--|----------|
| 4.1. | Measures proposed by the Participant to the Proceedings for the local community – section 1.19 of Schedule No 4B to the Procedure. | 7 points |
|------|--|----------|



Any and all capitalised terms used herein that have not been defined directly in the content of this document shall have the meaning given thereto in section I *'Procedure for the proceedings aimed at awarding a preliminary agreement that obliges the parties to execute a final agreement on the use of real estate located within the borders of the seaport in Świnoujście, allocated for operating a container terminal according to a concept proposed and implemented by the user'*.

part I

INFORMATION ABOUT THE PARTICIPANT TO THE PROCEEDINGS

1.1. Name (firm) of the Participant to the Proceedings and, in the case of a group or a consortium – names (firms) of all their members:

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1.2. List of persons authorised to represent the Participant to the Proceedings:

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1.3. Address of the registered office of the Participant to the Proceedings and, in the case of a group or a consortium – addresses of all their members:

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1.4. Mailing address in the Proceedings:

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.....

1.5. E-mail address for contacts with the Participant to the Proceedings:

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## part II

## DOCUMENTS THE ENTRY CONSISTS OF

1.	Valid documents that confirm conducting the business activity by the Participant to the Proceedings and, if the Participant to the Proceedings is a group or a consortium, such documents that concern every member of the group or consortium (section XI.4(a) of the Procedure)	number of sheets	.....
2.	A concise description of the structure and the activity of the Participant to the Proceedings to date and, if the Participant to the Proceedings is a group or a consortium, such documents that concern every member of the group or consortium, including but not limited to operations in the maritime economy (section XI.4(b) of the Procedure)	number of sheets	.....
3.	A declaration confirming that: a) the Participant to the Proceedings and, if the Participant to the Proceedings is a group or a consortium, minimum one member of the group or the consortium, alone or jointly with other entities, has managed or operated a terminal or handling superstructure used to handle min. 500000 TEU between a ship side and an unloading yard or vice versa at a single location during 1 (one) calendar year in the period up to 10 (ten) years before the date of initiating the Proceedings; or b) a member of the managing authorities of the Participant to the Proceedings and, if the Participant to the Proceedings is a group or a consortium, a member of the managing authorities in minimum one member of the group or the consortium, was a member of a managing authority of an entity that has managed a project that resulted in the establishment of a terminal or handling superstructure used to handle min. 500000 TEU between a ship side and an unloading yard or vice versa at a single location during 1 (one) calendar year in the period up to 10 (ten) years before the date of initiating the Proceedings; or c) the Participant to the Proceedings and, if the Participant to the Proceedings is a group or a consortium, minimum one member of the group or the consortium, has had capital involvement in an entity that has managed a project that resulted in the establishment of a terminal or handling superstructure used to handle min. 500000 TEU between a ship side and an unloading yard or vice versa at a single location during 1 (one) calendar year in the period up to 10 (ten) years before the date of initiating the Proceedings; - together with the indication of evidence to confirm the declaration and letters of reference, if any (section XI.4(c) of the Procedure)	number of sheets	.....
4.	A declaration of the anticipated sources of financing the Project, including the indication of circumstances that substantiate the content of the declaration (section XI.4(d) of the Procedure)	number of sheets	.....

5.	A general description of the concept of the Participant to the Proceedings as to constructing a deep-water container terminal in Świnoujście. (section XI.4(e) of the Procedure)	number of sheets	.....
6.	Other documents, at the discretion of the Participant to the Proceedings	number of sheets	.....

### part III

## ENTRY

Acting on behalf of and for the Participant to the Proceedings indicated in part I hereof, as a person(-s) duly authorised to represent the Participant to the Proceedings, in response to the invitation from ZARZĄD MORSKICH PORTÓW SZCZECIN I ŚWINOUJŚCIE S.A. with its registered office in Szczecin, address: ul. Bytomska nr 7, 70-603 Szczecin, entered into the Register of Entrepreneurs of the National Court Register under KRS No 0000033768, registration court: District Court Szczecin-Centrum in Szczecin, REGON: 811649448, NIP: 9551889161 (hereinafter referred to as: 'ZMPSiŚ S.A. '), to participate in the proceedings aimed at awarding a preliminary agreement that obliges the parties to execute a final agreement on the use of real estate located within the borders of the seaport in Świnoujście, designated for operating a container terminal according to a concept proposed and implemented by a user (hereinafter: '*Proceedings*'), I (we) hereby declare that the Participant to the Proceedings has made himself acquainted with the Procedure in its current wording as of the date of its application, understands its content, accepts the Procedure and the terms and conditions set forth by ZMPSiŚ S.A. of participating and conducting the Proceedings without any reservations and undertakes to follow and implement all the provisions of the Procedure in the Proceedings.

The Participant to the Proceedings indicated in part I hereof applies for being admitted to participate in the Proceedings and declares that the entry is valid and gives consent to the Entry being governed by the law of the Republic of Poland.

### Part IV

## DECLARATIONS OF THE PARTICIPANT TO THE PROCEEDINGS

Acting on behalf of and for the Participant to the Proceedings, I(we) declare, as follows:

1. The Participant to the Proceedings has become acquainted with the Procedure, the Documentation and the Law and understands their content and makes no objections to the content of the Procedure or the Documentation and undertakes to follow and apply the Law as well as the provisions of all the above-mentioned documents.
2. The persons signed hereinbelow are duly authorised to represent the Participant to the Proceedings within the submission of the Entry.

3. The Participant to the Proceedings and, if the Participant to the Proceedings is a group or a consortium, also each member of the group or the consortium, has a full capacity to take legal actions according to the law applicable for the Participant to the Proceedings.
4. The Participant to the Proceedings and, if the Participant to the Proceedings is a group or a consortium, also each member of the group or the consortium, carries out a business activity, has no arrears in taxes and does not default on any required social security obligations.
5. With respect to the Participant to the Proceedings and, if the Participant to the Proceedings is a group or a consortium, also to each member of the group or the consortium, there have been no events that would result in the exclusion from the participation in the Proceedings set forth in section IX of the Procedure.
6. The Participant to the Proceedings and, if the Participant to the Proceedings is a group or a consortium, also each member of the group or the consortium, has obtained, if required, all consents or corporate resolutions required by Law and the law applicable to the Participant to the Proceedings necessary to participate in the Proceedings.
7. The Participant to the Proceedings and, if the Participant to the Proceedings is a group or a consortium, also each member of the group or the consortium, has obtained, if required, all decisions of courts and public administration authorises required by Law and the law applicable to the Participant to the Proceedings necessary to participate in the Proceedings.
8. The Participant to the Proceedings and, if the Participant to the Proceedings is a group or a consortium, minimum one member of the group or the consortium, holds: relevant experience in the business that involves the operation of ships and their cargoes in the port turnover including auxiliary activities in the port turnover and the adequate economic and technical potential necessary to duly fulfil the obligations set forth in the Procedure or the Documentation and to implement the Project.
9. The Participant to the Proceedings and, if the Participant to the Proceedings is a group or a consortium, minimum one member of the group or the consortium, has the capacity to organise the financing in an amount sufficient to implement the Project.
10. The Participant to the Proceedings gives consent to the processing, within the scope at the discretion of ZMPSiS S.A., of personal data made available to ZMPSiS S.A., including but not limited to of personal data of persons representing the Participant to the Proceedings in the Proceedings or other persons whose personal data are included in the documents submitted in the Proceedings by the data controller, namely ZMPSiS S.A., for purposes related to the Proceedings. This consent shall also cover the processing by ZMPSiS S.A. of personal data, within the scope at the discretion of ZMPSiS S.A., after the end of the Proceedings, and moreover for the purpose of executing and performing relevant agreements.
11. The Participant to the Proceedings has fulfilled information duties provided for in art.13 or art.14 of the Regulation 2016/679 towards all persons whose personal data have been obtained in relation to the Proceedings and undertakes to properly fulfil such obligations towards persons whose personal data are obtained in the course of the Proceedings.
12. Should any of the declarations included in part III hereof prove untrue or incomplete in the course of the Proceedings, I(we) undertake to immediately notify ZMPSiS S.A. of such an event in writing or otherwise null and void.

Part V

FINAL PROVISIONS

- 1. The title of this document and headings of editorial units of this document shall not have any legal importance and shall not affect the content of the declarations of the Participant to the Proceedings or the interpretation of declarations submitted herein.
- 2. Any and all capitalised terms used herein that have not been defined directly in this document shall have the meanings given thereto in section I of the *'Procedure for the proceedings aimed at awarding a preliminary agreement that obliges the parties to execute a final agreement on the use of real estate located within the borders of the seaport in Świnoujście, designated for operating a container terminal according to a concept proposed and implemented by a user'*.

Acting on behalf of and for the Participant to the Proceedings, I (we) declare that:

- I (we) certify the authenticity and conformity to the original of all copies and extracts of the documents submitted with the Entry;
- all information and declarations contained in this document and in the documents enclosed hereto are true, complete and up-to-date and that the Participant to the Proceedings has not concealed any information that may affect a decision of ZMPŚ S.A. on accepting or rejecting this Entry.

1.

\_\_\_\_\_  
[name]

\_\_\_\_\_  
[date]

\_\_\_\_\_  
[signature]

2.

\_\_\_\_\_  
[name]

\_\_\_\_\_  
[date]

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[signature]

3.

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[name]

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[date]

\_\_\_\_\_  
[signature]

4.

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[name]

\_\_\_\_\_  
[date]

\_\_\_\_\_  
[signature]

part I

## INFORMATION ABOUT THE PARTICIPANT TO THE PROCEEDINGS

1.1. Name (firm) of the Participant to the Proceedings and, in the case of a group or a consortium – names (firms) of all their members:

.....

.....

.....

.....

1.2. List of persons authorised to represent the Participant to the Proceedings:

.....

.....

.....

1.3. Address of the registered office of the Participant to the Proceedings and, in the case of a group or a consortium – names (firms) of all their members:

.....

.....

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.....

1.4. Mailing address in the Proceedings:

.....

.....

1.5. E-mail address for contacts with the Participant to the Proceedings:

.....

## part II

## DOCUMENTS THE OFFER CONSISTS OF

1.	Schedule No 4A to the Procedure	number of pages	5
2.	Schedule No 4B to the Procedure	number of pages	20
3.	Additional sheets enclosed to Schedule 4B to the Procedure	number of sheets	.....
4.	Extract from the National Court Register (KRS), an official document that confirms conducting the business activity or a declaration of the Participant to the Proceedings (section XII.10(a) of the Procedure)	number of sheets	.....
5.	Official documents that confirm no arrears in taxes or a declaration of the Participant to the Proceedings (section XII.10(b) of the Procedure)	number of sheets	.....
6.	An official document confirming no arrears in social insurance or a declaration of the Participant to the Proceedings (section XII.10(c) of the Procedure)	number of sheets	.....
8.	Documents that confirm the sources of financing the Project (section XII.10(d) of the Procedure)	number of sheets	.....
9.	Other documents (section XII.12 of the Procedure)	number of sheets	.....

## part III

## OFFER

Acting on behalf of and for the Participant to the Proceedings indicated in part I hereof, as a person(-s) duly authorised to represent the Participant to the Proceedings, in response to the invitation from ZARZĄD MORSKICH PORTÓW SZCZECIN I ŚWINOUJŚCIE S.A. with its registered office in Szczecin, address: ul. Bytomska nr 7, 70-603 Szczecin, entered into the Register of Entrepreneurs of the National Court Register under KRS No 0000033768, registration court: District Court Szczecin-Centrum in Szczecin, REGON: 811649448, NIP: 9551889161 (hereinafter referred to as: 'ZMPSiŚ S.A.'), to participate in the proceedings aimed at awarding a preliminary agreement that obliges the parties to execute a final agreement on the use of real estate located within the borders of the seaport in Świnoujście, designated for operating a container terminal according to a concept proposed and implemented by a user (hereinafter: '*Proceedings*'), I(we) hereby declare that the Participant to the Proceedings has made himself acquainted with the Procedure in its current wording as of the date of its application, understands its content, accepts the Procedure and the terms and conditions set forth by ZMPSiŚ S.A. of participating and conducting the Proceedings without any reservations and undertakes to follow and implement all the provisions of the Procedure in the Proceedings.



The Participant to the Proceedings indicated in part I hereof makes to ZMPSiŚ S.A. an offer of executing the Preliminary Agreement that obliges the parties to execute the Final Agreement on the use of future real estate located within the borders of the seaport in Świnoujście, designated for operating a container terminal according to a concept of developing the Real Estate included in the Offer, to be implemented on terms and conditions set forth herein and the terms and conditions set forth in the Procedure. Moreover, the Participant to the Proceedings declares also that the Offer mentioned in the preceding sentence is included jointly in the content of this document, in the content of an information form enclosed hereto of the intentions of the Participant to the Proceedings (Schedule No 4B to the Procedure – part VII of the Offer) and in all the documents listed in part II hereof.

Moreover, the Participant to the Proceedings declares that the Offer is valid and will remain binding for the Participant to the Proceedings in the period indicated in part IV hereof and represents that the Offer is governed by the law of the Republic of Poland.

#### part IV

### BINDING TERM OF THE OFFER

Acting on behalf of and for the Participant to the Proceedings, I (we) represent that the Participant to the Proceedings is bound without any reservations or conditions by the whole Offer he makes in the period until 31 December 2022 and that until this date he will wait for a response of ZMPSiŚ S.A. to the Offer made, subject to the provisions of clause XII.5 the second and third sentences of the Procedure.

#### part V

### DECLARATIONS OF THE PARTICIPANT TO THE PROCEEDINGS

Acting on behalf of and for the Participant to the Proceedings, I (we) declare, as follows:

1. The Participant to the Proceedings has become acquainted with the Procedure, the Documentation and the Law and understands their content and makes no objections to the content of the Procedure or the Documentation and undertakes to follow and apply the Law as well as the provisions of all the above-mentioned documents.
2. All the information contained in the Offer and in other documents submitted by the Participant to the Proceedings complies to the actual status of affairs and is complete within the scope that enables ZMPSiŚ S.A. to properly assess the situation of the Participant to the Proceedings and the content of his Offer.
3. The persons signed hereinbelow are duly authorised to represent the Participant to the Proceedings within the submission of the Offer.
4. The Participant to the Proceedings and, if the Participant to the Proceedings is a consortium, also each member of the consortium, has a full capacity to take legal actions according to the law applicable for the Participant to the Proceedings.
5. The Participant to the Proceedings and, if the Participant to the Proceedings is a consortium, also each member of the consortium, carries out a business activity, has no arrears in taxes and does not default on any required social security obligations.

6. With respect to the Participant to the Proceedings there have been no events that would result in the exclusion from the participation in the Proceedings set forth in section IX of the Procedure and the Participant to the Proceedings is authorised to act in legal turnover and execute the Preliminary Agreement and the Final Agreement.
7. The Participant to the Proceedings and, if the Participant to the Proceedings is a consortium, also each member of the consortium, has obtained, if required, all consents or resolutions of corporate authorities required by Law and the law applicable to the Participant to the Proceedings necessary to participate in the Proceedings.
8. The Participant to the Proceedings and, if the Participant to the Proceedings is a consortium, also each member of the consortium, has obtained, if required, all decisions of courts and public administration authorises required by Law and the law applicable to the Participant to the Proceedings necessary to participate in the Proceedings.
9. The Participant to the Proceedings and, if the Participant to the Proceedings is a consortium, minimum one member of the consortium, holds: relevant experience in the business that involves the operation of ships and their cargoes in the port turnover including auxiliary activities in the port turnover and the adequate economic and technical potential necessary to duly fulfil the obligations set forth in the Procedure or the Documentation and to implement the Project.
10. The Participant to the Proceedings gives consent to the processing, within the scope at the discretion of ZMPSiŚ S.A., of personal data made available to ZMPSiŚ S.A., including but not limited to of personal data of persons representing the Participant to the Proceedings in the Proceedings or other persons whose personal data are included in the documents submitted in the Proceedings by the data controller, namely ZMPSiŚ S.A., for purposes related to the Proceedings. This consent shall also cover the processing by ZMPSiŚ S.A. of personal data, within the scope at the discretion of ZMPSiŚ S.A., after the end of the Proceedings, and moreover for the purpose of executing and performing relevant agreements.
11. The Participant to the Proceedings has fulfilled information duties provided for in art.13 or art.14 of the Regulation 2016/679 towards all persons whose personal data have been obtained in relation to the Proceedings and undertakes to properly fulfil such obligations towards persons whose personal data are obtained in the course of the Proceedings.
12. Should any of the declarations included in this document prove untrue or incomplete in the course of the Proceedings, I(we) undertake to immediately notify ZMPSiŚ S.A. of such an event in writing or otherwise null and void.
13. The Participant to the Proceedings has analysed at his discretion the actual and legal status of the location of the Real Estate and has assessed the conditions in the relevant water area and in the seaport in Świnoujście as well as any other conditions that affect decisions of the Participant to the Proceedings and declares that any and all decisions within the above-mentioned scope have been taken exclusively by the Participant to the Proceedings and exclusively according to his own analyses or studies and at his risk.
14. ZMPSiŚ S.A. shall not be liable for the suitability of the Real Estate for the use in the manner planned by the Participant to the Proceedings, provided for by ZMPSiŚ S.A. or resulting from a concept proposed in the Offer, and that in a relevant scope, at his own cost and risk, the Participant to the Proceedings has analysed the possibilities of conducting the activity within the borders of the Real Estate in the manner provided for by ZMPSiŚ S.A. or resulting from the concept proposed in the Offer and the existence of commercially reasonable conditions for implementing the concept proposed in the Offer as well as any and all other conditions that affect the decision of the Participant to the Proceedings and declares that any and all decisions in this respect have been taken exclusively by the Participant to the Proceedings and exclusively based on his own analyses and studies and at his risk.

## part VI

## FINAL PROVISIONS

1. The title of this document and headings of editorial units of this document shall not have any legal importance and shall not affect the content of the declarations of the Participant to the Proceedings or the interpretation of declarations submitted herein.
2. Any and all capitalised terms used herein that have not been defined directly in this document shall have the meanings given thereto in section I of the *'Procedure for the proceedings aimed at awarding a preliminary agreement that obliges the parties to execute a final agreement on the use of real estate located within the borders of the seaport in Świnoujście, designated for operating a container terminal according to a concept proposed and implemented by a user'*.

Acting on behalf of and for the Participant to the Proceedings, I (we) declare that:

- I (we) certify the authenticity and conformity to the original of all copies and extracts of the documents submitted with the Offer;
- all information and declarations contained in this document and in the documents enclosed hereto are true, complete and up-to-date and that the Participant to the Proceedings has not concealed any information that may affect a decision of ZMPSiŚ S.A. on accepting or rejecting this Offer.

1.

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 [name]

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 [date]

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 [signature]

2.

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 [name]

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 [date]

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 [signature]

3.

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 [name]

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 [date]

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 [signature]

4.

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 [name]

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 [date]

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 [signature]

## OFFER

part VII

# INFORMATION ABOUT INTENTIONS AND CONCEPT OF THE PARTICIPANT TO THE PROCEEDINGS

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**1. Offer – Preliminary Part and the identification of a Participant to the Proceedings**

Acting on behalf and for an entity indicated in Part III clause 1.1 of a part of the Offer made on the form constituting the Schedule No 4A to the Procedure (hereinafter: '*Participant to the Proceedings*'), as the person(-s) duly entitled to represent the Participant to the Proceedings, I (we) represent that the Participant to the Proceedings makes the Offer of executing an agreement on the use – i.e. a lease agreement, of the whole Real Estate indicated in this document located within the borders of the seaport in Świnoujście designated for the operation of a container terminal on the following terms and conditions:

1.1. The method of using the Real Estate guaranteed by the Participant to the Proceedings:

The operation of a deepwater container terminal.

1.2. The description and a graphic presentation of the concept of developing the Real Estate by the Participant to the Proceedings:

*If more space is needed, please enclose additional pages; moreover, give the number of enclosed pages in the content of this section.*

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- 1.3. The number of berths for serving megamax class seagoing vessels provided for by the Participant to the Proceedings in the concept of the Real Estate development presented in section 1.2 and their parameters (length of berth, depth of berth):

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- 1.4. The number of berths for serving feeder vessels provided for by the Participant to the Proceedings in the concept of the Real Estate development presented in section 1.2 and their parameters (length of berth, depth of berth):

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- 1.5. The length of all quays provided for by the Participant to the Proceedings in the concept of the Real Estate development presented in section 1.2 and their parameters (length in meters, acceptable draught of a vessel that uses a quay, maximum load on a quay per 1m<sup>2</sup>):

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- 1.6. Maximum storage capacity of a terminal (in TEU) and the number of connections for refrigerated containers provided for by the Participant to the Proceedings in the concept of the Real Estate development presented in section 1.2:

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- 1.7. The capacity of the gate complex and the railway terminal provided for by the Participant to the Proceedings in the concept of the Real Estate development presented in section 1.2:

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- 1.8. The equipment (systems) of the deepwater container terminal located on the Real Estate and guaranteed by the Participant to the Proceedings and deadlines for commencing the operation for each element of the equipment in the deepwater container terminal located on the Real Estate guaranteed by the Participant to the Proceedings:

*If more space is needed, please enclose additional pages; moreover, give the number of enclosed pages in the content of this section.*

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1.9. Does the Participant to the Proceedings provide for the implementation of the concept of the Real Estate development presented in section 1.2 in stages?

If YES, please describe each stage, the number and type of berths mentioned in sections 1.3 and 1.4 above and the storage capacity of the terminal (in TEU) achieved at each stage and the equipment mentioned in section 1.8 above at each stage and set deadlines for completing each stage.

*If more space is needed, please enclose additional pages; moreover, give the number of enclosed pages in the content of this section.*

YES

NO

- 1.10. A deadline guaranteed by the Participant to the Proceedings of obtaining a permit for occupying all the facilities that enable the safe operation of minimum one seagoing ship of megamax class with draught 14.5 m and handling of containers from the served megamax ship:

.....

- 1.11. A deadline guaranteed by the Participant to the Proceedings of serving a first megamax seagoing ship with draught 14.5m using the equipment and facilities located within the borders of the Real Estate after the development of the Real Estate by the Participant to the Proceedings in the manner that is in line with the concept presented in section 1.2:

.....

- 1.12. The annual handling capacity (in TEU) guaranteed by the Participant to the Proceedings of the deepwater container terminal located on the Real Estate:

after completing the 1<sup>st</sup> phase of the Project construction: .....

target: .....

- 1.13. A deadline mentioned in section 1.12 of achieving the above-mentioned annual target handling capacity of the deepwater container terminal located on the Real Estate guaranteed by the Participant to the Proceedings:

.....

- 1.14. Does the Participant to the Proceedings provide for the service of ro-ro type cargo in the concept of developing the Real Estate presented in section 1.2?  
If YES, please indicate the number of ramps and their basic parameters (type, width in meters, maximum load per 1m<sup>2</sup>).

☐ YES

☐ NO

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1.15. Does the Participant to the Proceedings provide for the application of solutions that minimise the negative impact of the development of the Real Estate by the Participant to the Proceedings on the natural environment (flora and fauna) in the concept of the Real Estate development presented in section 1.2 during the development or operation of the Real Estate?

If YES, please indicate which ones.

 YES

 NO

1.16. Does the Participant to the Proceedings provide for the application of solutions that minimise the negative impact of the development of the Real Estate by the Participant to the Proceedings on atmosphere in the concept of the Real Estate development presented in section 1.2 during the development or operation of the Real Estate, including the supplies of electricity to a ship during its stop at the quay in order to supply the ship's equipment?  
If YES, please indicate which ones.

 YES

 NO

1.17. Does the Participant to the Proceedings provide for the application of solutions that minimise noise emission in the concept of the Real Estate development presented in section 1.2 during the development or operation of the Real Estate by the Participant to the Proceedings?

If YES, please indicate which ones.

 YES

 NO

1.18. Does the Participant to the Proceedings provide for the handling and storage of hazardous cargo according to IMO classification in the concept of developing the Real Estate presented in section 1.2?

If YES, please indicate a class of hazardous cargo according to IMO classification and the area designated for storing such cargo provided for by the Participant to the Proceedings in the concept of developing the Real Estate presented in section 1.2.

☐ YES

☐ NO

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1.19. Does the Participant to the Proceedings provide for any actions for the local community?

If YES, please indicate an amount guaranteed by the Participant to the Proceedings, if the Participant to the Proceedings executes a lease agreement for the Real Estate, of benefits transferred to the local community and a deadline for spending an amount guaranteed by the Participant to the Proceedings:

☐ YES

☐ NO

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- 1.20. The target headcount provided for by the Participant to the Proceedings in the business activity carried out after the development of the Real Estate by the Participant to the Proceedings in the manner that is in line with the concept presented in section 1.2 and a deadline for achieving this figure:

.....

.....

- 1.21. Does the Participant to the Proceedings provide for an option of dual use (civil-military) of equipment and facilities located within the borders of the Real Estate in the concept of the Real Estate development presented in section 1.2?

☐

YES

☐

NO

- 1.22. If the Participant to the Proceedings provides for the dual use of equipment and facilities located within the borders of the Real Estate (answer YES in section 2.21 above), please indicate (numbers of lines or names of requirements), which of the requirements set forth in Schedule No 9 to the Proceedings will be fulfilled as a result of implementing the concept of the Real Estate development by the Participant to the Proceedings presented in section 1.2?

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## 2. The Offer – the demand for utilities anticipated by the Participant to the Proceedings due to the implementation of the concept proposed by the Participant to the Proceedings

	Stage of developing the Real Estate	Stage of operating on the Real Estate
electricity – peak power	.....	.....
water supply Q max/hour	.....	.....
water supply Q max/day	.....	.....
production    sewage disposal Q max/hour	.....	.....
production    sewage disposal Q max/day	.....	.....

## 3. Offer – a commercial part

Acting for and on behalf of the Participant to the Proceedings, I (we) represent that the Participant to the Proceedings makes an offer to conclude an agreement on the use, i.e. a lease agreement of the entire Real Estate indicated in the content hereof and described in the Procedure and the Documentation, located within the borders of the seaport in Świnoujście designated for the operation of a container terminal on the following terms and conditions:

- 3.1. Term of a lease agreement of the Real Estate (maximum 30 years), which the Participant to the Proceedings wants to execute:

.....

- 3.2. The area of the Real Estate in m<sup>2</sup> that the Participant to the Proceedings will lease from ZMPSiŚ S.A.:

.....

- 3.3. An amount in PLN (also in words) (net of VAT) that the Participant to the Proceedings undertakes to pay ZMPSiŚ S.A. annually for the use of every 1m<sup>2</sup> of the Real Estate area, if the lease agreement for the Real Estate is executed with the Participant to the Proceedings:

.....

- 3.4. An amount in PLN (also in words) net of VAT that the Participant to the Proceedings undertakes to pay ZMPŚ S.A. if the lease agreement for the Real Estate is executed with the Participant to the Proceedings for every unit of container capacity (1TEU) handled in the sea transport ship to quay or quay to ship or, if cargo is delivered by sea, land means of transport to storage area or storage area to land means of transport (railway, truck or other) using equipment or facilities located within the borders of the Real Estate:
- .....

- 3.5. An amount in PLN (also in words) net of VAT that the Participant to the Proceedings undertakes to pay ZMPŚ S.A. if the lease agreement for the Real Estate is executed with the Participant to the Proceedings for every unit of container capacity (1TEU) transhipped in the sea transport in transit (transshipment) ship to quay and loading of the same container quay to ship using equipment or facilities located within the borders of the Real Estate:
- .....

- 3.6. If the lease agreement for the Real Estate is executed with the Participant to the Proceedings, in the period from handing over the Real Estate to the date of the actual return to ZMPŚ S.A. of the whole Real Estate, the Participant to the Proceedings undertakes to pay ZMPŚ S.A. forthwith an amount equal to the sum of any and all public-legal and/or civil-legal fees related to the Real Estate and incurred by ZMPŚ S.A., including fees on land, buildings, and structures and including building facilities purchased or constructed by the Participant to the Proceedings within the borders of the Real Estate, including but not limited to amounts that correspond to the total value of real estate tax paid by ZMPŚ S.A. or taxes that replace such a real estate tax and fees for usufruct paid by ZMPŚ or fees that replace such fees, provided such dues concern the term of the lease agreement of the Real Estate.

#### 4. Offer – financing the concept of the Participant to the Proceedings

- 4.1. The amount expressed in € (also in words) (net of VAT) that the Participant to the Proceedings plans to spend on the development of the Real Estate by the Participant to the Proceedings in line with the concept presented in section 1 above:

- costs of erecting building facilities provided for in the concept:

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- costs of equipment (systems) of the terminal mentioned in section 1.8 above:

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4.2. Sources of financing the development of the Real Estate by the Participant to the Proceedings provided for by the Participant to the Proceedings in line with the concept presented in part 1 above:

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4.3. A list of additional documents enclosed to this form that substantiate or confirm the sources of financing the development of the Real Estate by the Participant to the Proceedings indicated by the Participant to the Proceedings in the manner set forth in section 4.2:

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5. Offer – information about the experience of persons who will be designated by the Participant to the Proceedings to implement the concept of using the Real Estate proposed by the Participant to the Proceedings (name of a person, the anticipated scope of activities in the implementation of the Project, experience held by the person).

*If more space is needed, please enclose additional pages; moreover, give the number of enclosed pages in the content of this section.*

6. Additional information that confirms that the Participant to the Proceedings has fulfilled the conditions for participating in the Proceedings or fulfilled the criteria of selection, assessment or verification of his legal or economic situation or the assessment of reliability of the Offer submitted by the Participant to the Proceedings.

*If more space is needed, please enclose additional pages; moreover, give the number of enclosed pages in the content of this section.*

7. Offer – a timetable proposed by the Participant to the Proceedings of developing the Real Estate in the manner in line with the concept presented in section 1 above.

*If more space is needed, please enclose additional pages; moreover, give the number of enclosed pages in the content of this section.*

**8. Final provisions.**

1. The title of this document and headings of editorial units of this document shall not have any legal importance and shall not affect the content of the declarations of the Participant to the Proceedings or the interpretation of declarations submitted herein.
2. Any and all capitalised terms used herein that have not been defined directly in this document shall have the meanings given thereto in section I of the *'Procedure for the proceedings aimed at awarding a preliminary agreement that obliges the parties to execute a final agreement on the use of real estate located within the borders of the seaport in Świnoujście, designated for operating a container terminal according to a concept proposed and implemented by a user'*.

Acting on behalf of and for the Participant to the Proceedings I (we) represent that the Participant to the Proceedings is bound without any reservations or conditions by his whole Offer included in this document in the period until 31 December 2022 and until this deadline he shall wait for a response of ZMPSiŚ S.A. to his Offer, subject to the provisions of clause XII.5 the second and third sentences of the Procedure..

Acting on behalf of and for the Participant to the Proceedings, I (we) declare that:

- I (we) certify the authenticity and conformity to the original of all copies and extracts of the documents submitted with the Offer;
- all information and declarations contained in this document and in the documents enclosed hereto are true, complete and up-to-date and that the Participant to the Proceedings has not concealed any information that may affect a decision of ZMPSiŚ S.A. on accepting or rejecting this Offer.

1.

\_\_\_\_\_  
[name]\_\_\_\_\_  
[date]\_\_\_\_\_  
[signature]

2.

\_\_\_\_\_  
[name]\_\_\_\_\_  
[date]\_\_\_\_\_  
[signature]

3.

\_\_\_\_\_  
[name]\_\_\_\_\_  
[date]\_\_\_\_\_  
[signature]

4.

\_\_\_\_\_  
[name]\_\_\_\_\_  
[date]\_\_\_\_\_  
[signature]

## part I

## LIST OF ARBITERS

	name	short information
1.	Zbigniew JAŚ	A legal advisor, the Chairman of the International Arbitration Court at the Polish Chamber of Maritime Economy, a long-time arbiter, and a participant in arbitration proceedings held according to the Arbitration Rules of the International Arbitration Court at the Polish Chamber of Maritime Economy and in ad-hoc arbitrations
2.	Tomasz LATAWIEC	A civil engineer, an international expert (a mediator and a conciliator) from the FIDIC expert list, a long-time arbiter, and a participant in proceedings held according to the Arbitration Rules of the Arbitration Court at the Association of Consultants and Expert Engineers and in ad-hoc arbitration
3.	Andrzej Tadeusz MICHAŁOWSKI	A hydro civil engineer, an international expert (a mediator and a conciliator) entered into the FIDIC expert list, a long-time arbiter, and a participant in proceedings held according to the Arbitration Rules of the Polish Chamber of Commerce, the International Chamber of Commerce, the Association of Consultants and Expert Engineers, ad-hoc arbitration and a court mediator
4.	Rafał MOREK	A solicitor, a PhD in legal sciences, a lecturer at the Faculty of Law and Administration, the University of Warsaw, a partner at the DWF Law Firm, a certified mediator, an arbiter, a conciliator, and a participant in proceedings held according to the Arbitration Rules of the Polish Chamber of Commerce, the International Chamber of Commerce, UNCITRAL, SCC, ICSID, the Association of Consultants and Expert Engineers, Lewiatan, and CAS
5.	Piotr NOWACZYK	A solicitor, an international expert (a mediator and a conciliator) entered into the FIDIC list, a long-time arbiter in arbitration proceedings, entered into list of arbiters and mediators of several dozen most important international arbitration institutions and courts, and a participant in proceedings held according to arbitration rules of arbitration courts at the Polish Chamber of Commerce, the International Chamber of Commerce, the Association of Consultants and Expert Engineers, ad hoc arbitrations, an Independent Consultant and Certified Lecturer of the Association of Consultants and Expert Engineers (SIDIR), and the Chartered Institute of Arbitrators (CI Arb), a representative of the Dispute Board Federation, and an expert of the World Intellectual Property Organization (WIPO)
6.	Elżbieta VIROUX	A solicitor, a long-time arbiter, and a participant in proceedings held according to the Arbitration Rules of Arbitration Courts at the International Chamber of Commerce, VIAC, SCC, LCIA, ICDR, DAI, FAI, SCAI, the National Chamber of Commerce, and in ad-hoc arbitrations



## part II

## MAKING AND CONSIDERING APPEALS

1. An appeal shall be made to ZMPŚ S.A. by the deadline of 7 (seven) days of becoming aware by an appellant of an event indicated in section XIII.1 of the Procedure, which the appeal concerns.
2. The proceedings related to considering an appeal shall be carried out exclusively in Polish and, as a rule, shall be conducted in writing. No hearings are provided for during such proceedings.
3. An appeal shall be made in an original and shall be prepared in writing, in Polish, legibly, in a permanent form, or otherwise null and void. All documents that make up an appeal or enclosed thereto that have not been prepared in Polish shall be provided by an appellant with an original certified translation of the document into Polish attached to the relevant document, made in writing or otherwise null and void, at the cost and risk of the appellant. An appeal or documents that do not meet the above-mentioned requirements shall be left without consideration and shall have no effects in the Proceedings.
4. Under the pain of invalidity, an appeal shall:
  - a) indicate one Arbiter;
  - b) indicate an address in the territory of the Republic of Poland for services to the appellant related to the proceedings of considering an appeal made;
  - c) indicate decisions or resolutions mentioned in section XIII.1 of the Procedure which the appeal concerns;
  - d) include a presentation of all objections of an appellant and an actual status of affairs that underlies making the appeal and confirming the complaints;
  - e) indicate evidence that confirms the complaints, which has to be enclosed to the appeal; any testimonies of witnesses shall be recorded in writing, in Polish, legibly, in a permanent manner, and a signature of a witness shall be certified by a notary public; and
  - f) shall be appended with a handwritten signature by a person(s) duly authorised to represent an appellant according to the rules of representing the appellant or a duly authorised attorney of the appellant.
5. Any and all letters in the proceedings related to considering an appeal shall be deemed to be served on a date of receiving a mail at the service address mentioned in section 4(b) of this Schedule to the Procedure or after 7 (seven) days of the date of notifying a mail to the address.
6. Under the pain of returning an appeal by ZMPŚ S.A. without any further proceedings and without any legal effects of the appeal in the Proceedings, the appellant shall submit the following documents together with the appeal:
  - a) an original order for the Arbiter indicated in the content of an appeal, prepared in writing, in Polish, legibly, in a permanent manner, or otherwise null and void, in the form enclosed as Schedule No 6 to the Procedure, without any corrections or deletions, appended with a handwritten signature by a person(s) duly authorised to represent the appellant according to the rules of representation of the appellant or a duly authorised attorney of the appellant;
  - b) an original receipt of a fixed fee of the Arbiter indicated in the content of the appeal amounting to PLN 50,000.00 (fifty thousand zlotys) paid by an appellant to the bank account of ZMPŚ S.A. indicated in section XIV.2 of the Procedure;
  - c) documents that adequately confirm the authorization of the attorney of the appellant, if the appellant acts via an attorney.
7. ZMPŚ S.A. shall provide the Arbiter indicated in the content of an appeal forthwith with an appeal and an order mentioned in section 6(a) of this Schedule to the Procedure. ZMPŚ S.A. may file a response to the appeal.
8. An Arbiter indicated in the content of an appeal shall reject an appeal if he ascertains that:
  - a) an appeal has been made by an unauthorised entity;
  - b) an appeal has been made after the deadline set in section 1 hereof;
  - c) an appeal violates the provisions of sections 2-4 hereof;

- d) an appeal concerns a resolution or circumstances that have been resolved in an earlier award by any of the Arbiters in the matter of another appeal made by the same appellant or constitute a second or further appeal made by the same appellant against the same resolution; or
  - e) an appeal has been made only to delay the Proceedings, and in particular has been made in matters not listed in section 1 hereof.
9. A rejected appeal shall not be considered and shall have no effects in the Proceedings. An Arbiter indicated in the content of the appeal shall notify the appellant and ZMPSiS S.A. of rejecting the appeal only once.
  10. An Arbiter indicated in the content of an appeal shall issue an award according to the following rules:
    - a) any and all circumstances that are recognised by an appellant as significant for the defence of his rights and any and all evidence to confirm claims of the appellant shall be presented by the appellant in the appeal or otherwise the appellant shall lose the right to refer to them or raise them later;
    - b) an appellant shall bear the burden of proof of his claims, own statements and facts he refers to;
    - c) an Arbiter who considers an appeal shall treat the parties equally, acting in an unbiased manner;
    - d) an Arbiter who considers an appeal shall be authorised to issue an equitable award ('ex aequo et bono') or as 'amiable compositeur';
    - e) an Arbiter who considers an appeal may order an appellant or ZMPSiS S.A. to submit by a set deadline documents or other evidence that may be important for the consideration of an appeal under the pain of losing the right to submit them after this deadline;
    - f) if, at the discretion of the Arbiter who considers an appeal, it is necessary to submit any additional information, an appellant undertakes to present such information in the form and by a deadline set by the Arbiter who considers the appeal under the pain of losing the right to submit such information after this deadline;
    - g) an Arbiter who considers an appeal shall have the right to make the same demand to ZMPSiS S.A. and under the same pain as set forth in section 10(f) hereof;
    - h) an Arbiter who considers an appeal shall decide on the admissibility of petitions for evidence of an appellant and ZMPSiS S.A. at his discretion;
    - i) an Arbiter who considers an appeal shall assess the reliability and strength of evidence presented by an appellant and ZMPSiS S.A. at his discretion, following the comprehensive examination of collected evidence; and
    - j) if an appellant or ZMPSiS S.A., being aware that the provisions of the Procedure or the Laws have not been complied with, has not made relevant claims in the first letter submitted in the course of considering an appeal, for the purpose of the Proceedings and the proceedings related to the consideration of an appeal it will be assumed that an appellant or ZMPSiS S.A. respectively has waived the option to make such a claim subsequently.
  11. Neither an Arbiter who considers an appeal of the Participant to the Proceedings nor ZMPSiS S.A. shall be liable for any loss of the Participant to the Proceedings caused as a result of actions or omissions related to the consideration of an appeal of the Participant to the Proceedings.
  12. An Arbiter indicated in the content of an appeal shall decide to uphold or dismiss an appeal in an award issued in writing and indicating a concise reason for issuing the award, which shall be served in copies to an appellant and ZMPSiS S.A. An original award mentioned in the preceding sentence shall be given to the Commission as soon as possible. An award mentioned above shall be final and no appeals or complaints shall be possible against it.
  13. If an appeal is upheld, a decision or a resolution appealed against with the upheld appeal shall be revoked forthwith, a case in which a revoked decision or resolution has been issued shall be examined again by the Commission, and the Proceedings shall be continued, however from the last action that precedes the issue of a revoked decision or resolution.
  14. A Participant to the Proceeding shall bear any and all costs due to making and considering an appeal of the Participant of the Proceedings on his own, without the right to claim from ZMPSiS S.A., members of authorities of ZMPSiS S.A., members of the Commission or persons employed by or cooperating with ZMPSiS S.A. the reimbursement of any incurred outlays, damages in the above-mentioned scope or a fee.
  15. If an appeal is upheld, within 14 (fourteen) days of the date of service to ZMPSiS S.A. of an award of an Arbiter, ZMPSiS S.A. shall return to the appellant the whole amount paid by the appellant as the fixed fee of

the Arbiter mentioned in section 6(b) hereof. If an appeal is rejected or denied, the fixed fee of the Arbiter mentioned in section 6(b) hereof shall be paid for in whole by an appellant, who shall not have any claims thereunder against the Arbiter, ZMPSiŚ S.A., members of authorities of ZMPSiŚ S.A., members of the Commission or persons employed by or cooperating with ZMPSiŚ S.A.

16. An appellant and ZMPSiŚ S.A. shall maintain the confidentiality of the progress of the proceedings related to the consideration of an appeal, the content of any and all documents submitted or disclosed in the proceedings as well as any and all information acquired due to the proceedings, unless the obligation to disclose relevant information results from the Law.

Any and all capitalised terms used herein that have not been defined directly in the content of this document shall have the meaning given thereto in section I *'Procedure for the proceedings aimed at awarding a preliminary agreement that obliges the parties to execute a final agreement on the use of real estate located within the borders of the seaport in Świnoujście, allocated for operating a container terminal according to a concept proposed and implemented by the user'*.

# ORDER FOR AN ARBITER

Acting on behalf of and for:

.....

.....

.....

(hereinafter: 'Participant to the Proceedings'), as a person(s) duly authorised to represent the Participant to the Proceedings, declare that:

1. The Participant to the Proceedings hereby authorizes you and orders:

.....  
(hereinafter: 'Arbiter')

the consideration of an appeal of the Participant to the Proceedings dated:

.....  
made in accordance with section XIII 'Procedure for the proceedings of awarding a preliminary agreement that obliges the parties to execute a final agreement on the use of real estate located within the borders of the seaport in Świnoujście, designated for operating a container terminal according to a concept proposed and implemented by a user' (hereinafter: 'Procedure') in the proceedings carried out under the Procedure by ZARZĄD MORSKICH PORTÓW SZCZECIN I ŚWINOUJŚCIE S.A. with its registered office in Szczecin, address: ul. Bytomska nr 7, 70-603 Szczecin, entered into the Register of Entrepreneurs of the National Court Register under KRS No 0000033768, registration court: District Court Szczecin-Centrum in Szczecin, REGON: 811649448, NIP: 9551889161 (hereinafter: 'ZMPSiŚ S.A.') aimed at executing a preliminary agreement that obliges the parties to execute a final agreement on the use of real estate located within the borders of the seaport in Świnoujście, designated for operating a container terminal according to a concept proposed and implemented by a user (hereinafter: 'Proceedings').

2. The Participant to the Proceedings declares that an appeal submitted by the Participant to the Proceedings mentioned in section 1 shall be considered by the Arbiter according to the rules set forth in section XIII of the Procedure and in the content of Schedule No 5 to the Procedure.
3. The Participant to the Proceedings authorizes the Arbiter to issue an equitable award with respect to the appeal of the Participant to the Proceedings mentioned in section 1 above ('ex aequo et bono') or as 'amiable compositeur'.
4. The Participant to the Proceedings undertakes to pay a fixed fee of the Arbiter in the amount and in the manner set forth in Schedule No 5 to the Procedure. The Participant to the Proceedings gives consent to the rules of accounting for costs of issuing an award by the Arbiter set forth in Schedule No 5 to the Procedure with respect to an appeal of the Participant to the Proceedings mentioned in section 1 above.
5. The Participant to the Proceedings declares that an award issued by the Arbiter with respect to an appeal of the Participant to the Proceedings mentioned in section 1 above shall be binding for the Participant to the Proceedings and final and, moreover, the Participant to the Proceedings shall not be entitled to make any appeals or complaints against this award. The rules given in the preceding sentence shall also apply to ZMPSiŚ S.A.
6. The Participant to the Proceedings declares that neither the Arbiter nor ZMPSiŚ S.A. shall be liable for any losses of the Participant caused by actions or omissions related to the consideration of an appeal of the Participant to the Proceedings mentioned in section 1 above. The Participant to the Proceedings waives

irrevocably any and all claims in the above-mentioned scope and waives an option to make claims against the Arbiter, ZMPSiŚ S.A., members of authorities of ZMPSiŚ S.A., members of the Commission or persons employed by or cooperating with ZMPSiŚ S.A., etc. (including any future claims) in the above-mentioned scope.

Any and all capitalised terms used herein that have not been defined directly in the content of this document shall have the meaning given thereto in section I *'Procedure for the proceedings aimed at awarding a preliminary agreement that obliges the parties to execute a final agreement on the use of real estate located within the borders of the seaport in Świnoujście, allocated for operating a container terminal according to a concept proposed and implemented by the user'*.

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# GENERAL INFORMATION

on the anticipated method of using future real estate located within the borders of the Seaport in Świnoujście allocated for operating a container terminal according to a concept proposed and implemented by a user

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## 1. ANTICIPATED METHOD OF USING THE REAL ESTATE

- 1.1. ZMPSiŚ S.A. anticipates that the Real Estate will be leased to the User for the period of maximum 30 (thirty) years.
- 1.2. ZMPSiŚ S.A. anticipates that the Real Estate will be allocated for the operations of a deep-water container terminal with the target handling capacity of minimum 2,000,000 TUE per annum, which provides the simultaneous operation of minimum two seagoing vessels of ULCS/megamax type (length approximately 400m, beam approximately 60m) and one feeder vessel (length approximately 200m).
- 1.3. ZMPSiŚ S.A. allows the service of cargo other than containers at a terminal located on the Real Estate, including handling and storage of hazardous cargo. Due to the nature of the anticipated core business of a user, such cargo should be unitized cargo (e.g. ro-ro-type).
- 1.4. ZMPSiŚ S.A. anticipates that, according to the premises of the EU programme concerning the improvement of military mobility, the method of using the Real Estate planned by the user will be in line with the concept of dual-use civil-military infrastructure, and the container terminal constructed by the user on the Real Estate will fulfil minimum part of the military mobility requirements set forth in Schedule No 9 to the Procedure.
- 1.5. ZMPSiŚ S.A. expects that a container terminal established on the Real Estate will have the capacity to serve a first seagoing megamax type vessel, whose service will be admissible at 14.5 m draught, maximum 5 (five) years of the date of executing a Final Agreement with the user.
- 1.6. ZMPSiŚ S.A. expects that in the period of maximum 5 (five) years of executing the Final Agreement, the user will carry out activities in favour of the local community agreed upon with local government authorities.

## 2. ADDITIONAL INFORMATION

- 2.1. The user of the Real Estate shall, at his own cost and risk, exclusive of resources of the budget of the state or local government authorities, adapt the adequate sea water and adjacent onshore real estate to his needs, according to a concept proposed by the user, taking into account the method of using the Real Estate anticipated by ZMPSiŚ S.A. The user of the Real Estate shall, among other, obtain at his cost and risk any and all permits required by Law for implementing a concept proposed by the user and for undertaking the economic use of the Real Estate by the user.
- 2.2. ZMPSiŚ S.A. anticipates that the user will dry up the water area after obtaining at his cost and risk a permit pursuant to art. 23 of the Act of 21 March 1991 on sea areas of the Republic of Poland and maritime administration.
- 2.3. Due to the Nature 2000 areas and the Woliński National Part with its buffer zone, located in the neighbourhood of the Real Estate, when determining the way of developing the Real Estate, the user shall provide for the minimum interference with the natural environment (both onshore and offshore) and the application of solutions that minimise any adverse effects of developing the Real Estate by the user on the natural environment and, as far as possible, minimum inconvenience of the use of the Real Estate for the environment. ZMPSiŚ S.A. will prefer the adoption by the user in his concept of using the Real Estate of the application of equipment that generates as little impact on the atmosphere as possible and solutions that minimise noise emission during the development phase and the operation phase; the most favourable solution would be to use equipment with electric drives. It would be also favourable in the above-mentioned context to assume the development by the user



of the concept of using the Real Estate with the option to supply electricity by the terminal to a ship during its stay in the terminal, in order to supply vessel's equipment.

- 2.4. The determination of a type, quantity, characteristics and parameters of facilities or objects (equipment) that are to be a part of a terminal located on the Real Estate as well as the provision of a container pier with systems or equipment, including for handling containers or their storage and placing of any mobile objects, equipment or systems within the borders of the Real Estate, will depend on the needs of the user. The user will own all the superstructure of the terminal, rendering all services involved in the operation of container ships and handling containers and other cargos.
- 2.5. At the discretion of the user, ZMPSiŚ S.A. allows an option of dividing the implementation of the concept of developing the Real Estate proposed by the user into two stages, where after the end of the first stage, i.e. at the latest 5 (five) years after the date of executing the Final Agreement with the user, the container terminal located on the Real Estate will have to provide the option of the simultaneous service of minimum one seagoing ship of megamax type and one feeder and to achieve the annual handling capacity of minimum 1,000,000 TEU per year.
- 2.6. ZMPSiŚ S.A. informs that the infrastructure that provides access to the seaport in Świnoujście, the port infrastructure located in the seaport in Świnoujście, railway tracks, railway sidings, roads, connections, networks, etc. are generally accessible to operators of ships and their cargos.

### 3. RESERVATIONS

- 3.1. The user shall, at his cost and risk, analyse the factual and legal status of the location of the Real Estate and assess the conditions in the area of the relevant seawater and in the Seaport in Świnoujście as well as any and all other terms and conditions that affect the decision of the user; any and all decisions in the above-mentioned scope shall be taken exclusively by the user, according to his own analyses or tests and at his risk.
- 3.2. ZMPSiŚ S.A. shall not be liable for the usefulness of the Real Estate for the use in the manner provided for by ZMPSiŚ S.A. or resulting from a concept proposed by the user. The user shall, at his cost and risk, analyse the feasibility of conducting the activity within the borders of the Real Estate in the manner provided for by ZMPSiŚ S.A. or resulting from a concept proposed by the user as well as the existence of economically justified conditions for implementing a concept proposed by the user and any and all other terms and conditions that affect a decision of the user; any and all decisions in the above-mentioned scope shall be taken exclusively by the user, according to his own analyses or tests and at his risk.
- 3.3. In relations with ZMPSiŚ S.A. the application of art. 700 of the Civil code shall be excluded with respect to the Real Estate and such a provision shall be included in the Final Agreement.

Any and all capitalised terms used herein that have not been defined directly in the content of this document shall have the meaning given thereto in section I '*Procedure for the proceedings aimed at awarding a preliminary agreement that obliges the parties to execute a final agreement on the use of real estate located within the borders of the seaport in Świnoujście, allocated for operating a container terminal according to a concept proposed and implemented by the user*'.

## MILITARY MOBILITY REQUIREMENTS

	requirement	comments 1	comments 2
1.	sea port operating period	Capability for 24/7 operations/ Day & Night /All Weather operations.	Customs, pilot services, tugs, movement, cranes, ship suppliers, terminal operations, mooring and stevedoring services, hazardous cargo capacities, access to the multimodal transport network
2.	lighterage availability	Sufficient to Support Port Operations.	
3.	lighter aboard ship (LASH)	Ability to unload and operate LASH vessels.	
4.	tug availability	Harbour Tugs sufficient to support Port Operations.	Access to seagoing tugs is desirable
5.	number of berths	3	
6.	beam	32 m	Entry to the sea port
7.	vessel acceptance draught	12m (minimum) at Mean Low Water.	Entry to the sea port
8.	port depth	14m (minimum to allow 2m draught clearance)	Entry to the sea port
9.	number of sea assets per day for military purposes	4	
10.	customs	HN/ Port Ops	
11.	berth Length	310m per vessel (340m for CVN)	
12.	port berth beam	32m (minimum)	For categories of large / medium vessels at the berth
13.	port berth type	Barge, Break-bulk, Container, Passengers, Ro-Ro, Tanker	
14.	berth draught	14 m (minimum)	For categories of large and very large Ro-Ro ships
15.	offloading capabilities	2 Ships simultaneously	

16.	explosives allowed	Yes	
17.	berth facilities	Berth with ISO cranes with adjacent land areas to enable rapid movement of ISOs to and from, rail, vehicles and vessels. Temporary storage capabilities for containers (incl. DG containers).	
18.	maritime POL	F-76 Naval distillate fuel (2000m³/h) and F-44 Naval jet fuel (1000m³/h)	
19.	lubricating oil and chemical fluids storage	125 m²	
20.	motor fuel storage & dispensing facilities	Storage capacity: 100m³ with 2 x dispensing points.	
21.	ammunition storage	100 m²	
22.	dangerous goods storage	100 m²	
23.	number of rail spurs/heads	3	
24.	helicopter landing zone (HLZ)	yes	
25.	staging /marshalling area and onward pieces/ general cargo storage capacity	Adjacent uncovered staging /marshalling area: 75,000m² 2200 assets/daily (similar to two large medium speed roll on/roll off vessels). Storage capacity to support loading minimum 1,500/m per ship.	
26.	container terminal	ISO cranes with adjacent land areas to enable rapid movement of ISOs to and from, rail, road vehicles and vessels. Temporary storage capabilities for containers.	Capability for 24/7 operations/ Day & Night /All Weather operations.

27.	number of TEU per day	Minimum 150 containers per day.	
28.	node connection	Required at seaport/ airport/ railway head/ main roads where applicable including cross-decking loading points across multi-modal transport means.	Suitable network connections with basic and secondary access routes to alternative communication networks.
29.	loading ramps, handling equipment / parking capacity	<p>Sufficient number of loading ramps (fixed or mobile) capable of supporting 100T CARGO and vehicles up to 120T including MBTs with a maximum axle load of 12.23 T/axle (122.3kN/axle) (road) and minimum 22.5T/axle (rail).</p> <p>Handling equipment capable of supporting 100T CARGO (including Ship-to-Shore cranes) particular for cross- connection to multimodal nodes (Rail, Air, Seaport (LoLo/ RoRo and Inland Waterways). Parking capacity capable for temporary hold rolling-stock and general cargo.</p>	Road ramps should have the capacity to handle containers, heavy equipment and general cargo.
30.	ISO containers handling	Infrastructure sufficient to manage military cargo contained within ISO Containers. This includes all TEU handling facilities such as, fixed and mobile gantries, booms, straddle loader cranes and overhead lighting.	