

RULES
for the invitation to written open tender procedure
on the sale of the ownership rights to tug boat PYTON

General Provisions

1. The Rules specify the rules of the tender procedure for the sale of the ownership rights to the Subject of the Procedure specified in these rules, hereinafter referred to as the **"Rules"**, by Morska Stocznia Remontowa "GRYFIA" S.A.
2. The procedure is organised by Morska Stocznia Remontowa "GRYFIA" S.A. with its registered office in Szczecin, ul. Brdowska 12, 71-700 Szczecin, Poland, entered into the register of entrepreneurs of the National Court Register kept by the District Court Szczecin-Centrum in Szczecin, 13th Commercial Division of the National Court Register, under the KRS number 0000009273, NIP (Tax ID) 851-010-14-19, share capital and paid-up capital PLN 83,419,540.00, hereinafter referred to as **"Shipyard"**.

Subject of the Procedure

THE subject matter of the procedure is the ownership right to the tug boat PYTON, hereinafter referred to as **"Subject of the Procedure"**

Technical description:

- Length overall : 29.30 m;
- Length of the hull: 25.20 m;
- Breadth: 8.31 m;
- Depth moulded: 4.30 m;
- Draught max: 3,09 m,
- Deadweight: 46 t,
- Gross tonage 186,64
- Propulsion – two diesel engines 6D30/50-2-4, 441kW each.

Year of construction 1973.

Shipbuilder Petrozawod Leningrad

PRS Register No 210080

Registration No ROS/S/547

Class Symbol sKM 3 D L 1 hol

Symbol of machinery sPRM

CERTIFICATE OF CLASS No S- 38689/17 valid to 30.03.2021.

SAFETY CERTIFICATE No 227/KB/ŚWI/19 valid to 30.03.2021.

The Subject of the Procedure is not entered or declared to be entered into the Register of Monuments.

3. The Subject of the Procedure is located in Morska Stocznia Remontowa "GRYFIA" S.A. ul Brdowska 12, 71-700 Szczecin.
4. The owner of the Subject of the Procedure is the Shipyard.

The Subject of the Proceedings is encumbered with a maritime mortgage in favour of Bank PEKAO S.A., which will be released by this bank before the day of concluding the contract of sale of the Subject of the Procedure. Therefore, the Subject of the Proceedings will be sold free from burdens, persons and things.

5. The invitation to tender is published in the Public Information Bulletin on the website of the relevant party, on the website of the Shipyard www.msgryfia.pl, on the portal www.gospodarkamorska.pl in the tender tab by 07.09.2023.
 6. The invitation to tender includes at least:
 - 1) the company, its registered office and the address of the Shipyard;
 - 2) description of the Subject of the Procedure;
 - 3) the starting price and information on the manner and time of payment of the full price;
 - 4) information on the amount of the bid deposit;
 - 5) the date and place for the submission of tenders;
 - 6) an indication of the person authorised to provide information on the Subject of the Procedure;
 - 7) information on how to familiarise with the Rules;
 - 8) a reservation of the possibility to cancel or change the terms and conditions of the tender.
 7. The Rules are published in the Public Information Bulletin on the website of the relevant party and on the website of the Shipyard www.msgryfia.pl.
 8. The persons authorised to provide information are:
 - Leszek Gładysz, +48 518 275 407 concerning the procedure.
 - Waldemar Grzegorzczuk, +48 660 777 165 concerning technical issues related to the Subject of the Procedure.
 9. The Subject of the Procedure will be made available for inspection for persons interested between **07.09.2023 –26.09.2023, between 10:00 and 14:00.**
 10. The documentation of the Subject of the Procedure is available at the Shipyard's registered office, i.e. in Szczecin, ul. Brdowska 12, Poland, room 1 in the G-20 building (Wyspa Górnio-Okrętowa) and it is available for the interested parties between 08:00 and 13:00. The person authorised to make the documentation available is Waldemar Grzegorzczuk, +48 660 777 165
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Tender form and place of its execution

11. The tender is carried out in a single-stage procedure as a written open tender on the basis of the tenders submitted at the registered office of the Shipyard, i.e. at Szczecin, ul. Brdowska 12.

Date for submission and opening of the Tenders

12. Tenders should be submitted in electronic form (by e-mail) to the following address: przetargi@msrgryfia.pl or in writing at the registered office of the Morska Stocznia Remontowa "Gryfia" S.A., i.e. Szczecin, ul. Brdowska 12, Poland, in the Management Board administrative office, room 212 in building G-118 (Wyspa Górnio-Okrętowa), **until 27.09.2023, until 11:00.**
13. If the Tender is sent via mail or courier companies, the submission date of the Tender is the day and time of its receipt at the Shipyard.
14. The Tenders will be opened at the Shipyard's registered office, i.e. in Szczecin, ul. Brdowska 12, (Wyspa Górnio-Okrętowa), on **27.09.2023 at 12:00.**
15. The evaluation of the submitted tenders will be carried out by the Tender Commission, which will be appointed with the Official Order of the Chief Executive of the Shipyard.

Terms and conditions for the participation in the procedure

16. The conditions for joining the procedure are:
 - 1) submission of the bid deposit;
 - 2) timely submission of the Tender which meets the requirements of the Rules together with all the required appendices.
 17. The following persons may not participate as tenderers in the tender:
 - 1) members of the Management Board and Supervisory Board of the Company,
 - 2) persons entrusted with the performance of the activities related to the performance of the tender,
 - 3) spouse, children, parents, and siblings of the persons referred to in sections 1), 2) above,
 - 4) persons who remain in such a legal or factual relationship with the person conducting the tender that it may raise justified doubts as to the impartiality of the person conducting the tender.
 18. The total cost of preparing and submitting the Tender, including obtaining the documents required by the Rules, and the total cost of the participation in the procedure, including the inspection of the Subject of the Procedure, is borne solely by the tenderers and under no circumstances is reimbursed by the Shipyard.
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Preparation of the Tender

19. The Tender must include:

- 1) first name, surname, name (business name), and address (registered office) and contact details of the tenderer;
- 2) the date of the Tender preparation;
- 3) a statement that the tenderer has read and accepted the Rules of Procedure without any reservations;
- 4) the net price (the price should be clearly determined in the PLN, without giving the range of value, and may not be subject to any conditions);
- 5) a statement that the tenderer has read and understood the documentation of the Subject of the Procedure held by the Shipyard, that the tenderer had the possibility to inspect of the Subject of the Procedure, and that the legal and factual status of the Subject of the Procedure is known to the tenderer, and that the tenderer does not raise any claims against the Shipyard in this respect and will not raise such claims in the future;
- 6) a statement that the tenderer undertakes to keep confidential all the data related to the procedure and the process of sale of the Subject of the Procedure and any data related to the Shipyard obtained in connection with the procedure;
- 7) a statement that the Tender is binding for a minimum period of 90 days from the date of opening the Tender;
- 8) in the case of a natural person who does not conduct business activity, a declaration of consent to the processing of their personal data to the extent necessary for the conduct of the procedure, and in the case of the selection of the offer submitted by that person, also to the extent necessary for the conclusion of the agreement for the sale of rights to the Subject of the Procedure together with a copy of the identity card or passport of that person;
- 9) proof that the bid deposit has been paid and a statement indicating the bank account number to which the deposit is to be returned;
- 10) document confirming the authorisation of the person signing the Tender to act on behalf of the tenderer;
- 11) identification of REGON (National Court Register) number, KRS (National Court Register) number, or NIP (tax identification number);
- 12) the articles of association — in the case of a civil law partnership;

20. The Tender must be submitted in a sealed envelope in such a way that it cannot be read without opening and that the envelope cannot be opened and closed without leaving traces after opening. The following annotation must be placed on the envelope: **„Oferta w sprawie nabycia prawa własności holownika PYTON. Nie otwierać przed godz. 12:00 dnia 27.09.2023r”**.

21. The Tender must be signed by the person duly authorised to represent the tenderer, i.e. to sign and submit the Tender, conduct negotiations, and sign the agreement for

the sale of the Subject of the Procedure, and all the pages of the Tender must be numbered and initialled by the person signing the Tender.

22. All the tenderer's statements must be submitted in the originals and the documents in the originals or copies of the original(s) certified by authorised persons. Powers of attorney must be submitted in the original.
23. The tender procedure is conducted in Polish, and whenever the tenderer submits any document, in particular a certificate, power of attorney, contract or declaration, drawn up in a language other than Polish, the tenderer must attach the document's translation into Polish made by a sworn translator.
24. The Tender may not be changed after the date set for the submission of the tenders.
25. One tenderer may submit only one Tender.
26. Submission of an incomplete Tender or failure to attach the documents indicated in the Rules may result in the Tender not being considered.
27. The Tender submitted after the due date will not be considered unless it is the only Tender. Then the Shipyard is authorised but not obliged to accept it with the effect for the Tenderer.
28. Prior to the expiry of the Tender submission date, each of the tenderers is entitled to withdraw or amend the Tender. The rules concerning the submission of the Tender apply accordingly to the amendment or withdrawal of the Tender provided that a note is made on the envelope with the statement on the amendment or withdrawal of the Offer, respectively: "Zmiana oferty" ("Tender Amendment") or "Wycofanie Oferty" ("Tender Withdrawal").

Bid deposit and payment terms of the full price

29. The amount of the bid deposit in the tender procedure is PLN 13 000 (in words: PLN thirteen thousand 00/100).

The tenderer is obligated to submit a bid deposit to the Shipyard's bank account number 13 1240 3914 1111 0000 3087 5364 managed by PEKAO SA, Szczecin branch, within the date provided for submitting the Tender.

30. The date on which the funds are credited to the Shipyard's bank account is considered as the date on which the bid deposit is paid. If the proof of payment of the bid deposit shows that the payment order has been given on the last day of the Tender submission date and the bid deposit has not been credited by the date of Tender submission, the Shipyard has the right to accept such submitted Tender, effective for the tenderer. As a result of this right of the Shipyard, any of the tenderers is not
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entitled to any claim, including in particular compensation or demand for the acceptance of the Tender.

31. The bid deposit paid by the tenderer who has submitted the most advantageous tender is not returned and if the sale agreement of the Subject of the Procedure is concluded, the bid deposit is credited towards the price. If the sale agreement is not concluded for reasons independent of the tenderer, the bid deposit is returned within 14 working days from the date on which the conclusion of the agreement has proven impossible.
 32. The bid deposit paid by the successful tenderer is credited towards the price. If, despite the willingness of the Shipyard to conclude the sale agreement, the tenderer, for any reason, does not conclude it at the place and on the date indicated in the notice or fails to pay the full amount of the price by the due date, the Shipyard may withdraw from the conclusion of the sale agreement and the bid deposit is forfeited to the Shipyard.
 33. The bid deposits paid by other tenderers are returned not later than within 7 working days from the end of the tender, i.e. from 27.09.2023. A conclusion of the tender means also any situation in which no award is made by the due date, including cancellation, annulment, failure to take effect, or termination without an award. The return date of the bid deposit is the date on which the Shipyard's bank account is debited with a transfer order. The amount of the bid deposit does not bear any interests and, regardless of the manner in which the procedure is concluded, under no circumstances are the tenderers entitled to claim interest on the amount of the bid deposit paid.
 34. The payment of the full price takes place no later than on the date of conclusion of the agreement to the Shipyard's bank account number **13 1240 3914 1111 0000 3087 5364**.
 35. The tender is carried out in a one-stage procedure:
The Tender Committee referred to in section 15:
 - a) opens the Tenders;
 - b) after opening the Tenders, it verifies them in terms of compliance with the requirements of the Rules, and, therefore, it reserves the right to invite tenderers to provide additional information, clarify doubts, or submit documents related to the content of the submitted Tender. The tenderer's refusal to do so may result in the respective Tender not being considered;
 - c) prepares a list of Tenders according to their prices from the highest to the lowest;
 - d) if several tenderers submit tenders with the same highest price, the tender, at the discretion of MSRG S.A., may be continued in the form of an auction between the tenderers. The tenderers who have submitted equivalent tenders will be notified in writing on the date and place of the
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auction. In such a case, the bid deposit is returned after the auction has been settled.

36. The course of the Procedure is documented by the Tender Committee in a report, which records in particular:
- 1) the number of the Tenders submitted;
 - 2) identification of the tenderers, together with the prices submitted in their Tenders;
 - 3) non-compliance of the Tender with the Rules, with an indication of such non-compliance;
 - 4) list of the evaluated Tenders from the highest price to the lowest;
 - 5) an indication of the successful tenderer;

After the completion of the tender procedure, the Shipyard, not later than within 7 days, notifies each tenderer of the completion and result of the tender and proceeds to the return of the bid deposit submitted by the tenderers who have not been awarded the contract.

Reservations of the Shipyard

37. The Shipyard reserves the right to cancel the procedure at any time without giving reasons, as notified to the tenderers and announced on the Shipyard's websites. In this respect, the tenderers may not make any claim against the Shipyard, in particular a claim to the conclusion of the agreement or a claim for compensation.
38. The Shipyard reserves the right to cancel the procedure, withdraw from it, repeat in part or in whole, suspend, or terminate it, change the place and date of its execution, in any case without stating the reasons, about which the Shipyard will notify the tenderers and announce on its website. In this respect, the tenderers may not make any claim against the Shipyard.
39. The Shipyard reserves the right to amend the Rules during the procedure without giving reasons, as notified to the tenderers and announced on the Shipyard's websites. In case of any amendments, the tenderers may not make any claim for damages against the Shipyard.
40. The Shipyard reserves the right, at its sole discretion, to freely select the Tender and not to select any Tender without stating the reason and, for this reason, the tenderers are not entitled to make any claims against the Shipyard, in particular a claim to the conclusion of the agreement or a claim for compensation.
41. The submission of the most favourable Tender is not tantamount to the choice of this Tender by the Shipyard and does not give rise to any claims by the tenderers.
42. The Shipyard reserves the right to exclude liability under statutory warranty.
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Conclusion of the agreement

43. Within 30 days from notifying about the conclusion of the Tender Procedure, the Shipyard notifies the successful tenderer of the date and place of conclusion of the agreement.
 44. The full price is to be paid no later than on the date of conclusion of the agreement.
 45. The total and all costs related to the conclusion of the agreement are borne by the tenderer, including in particular, if necessary, the payment of the tax due on civil law transactions, court fees, etc.
 46. The Subject of the Procedure is handed over by the Shipyard within 30 days from the date of conclusion of the agreement transferring the ownership right to the Subject of the Procedure. The cost of transport of the Subject of the Procedure from the seat of the Shipyard to the place chosen by the tenderer is borne by that tenderer.
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