

## The President of Szczecin

**announces the open, written call for tenders for the lease of the land property owned by the Municipality of Szczecin, situated at Mieczysława Karłowicza, Stanisława Ignacego Witkiewicza and Kazimierza Twardowskiego streets in Szczecin, for the maximum period of three years**

**The above content should be prepared also in the English language with a link to the webpage (to be downloaded from the webpage [http://bip.um.szczecin.pl/chapter\\_50758.asp](http://bip.um.szczecin.pl/chapter_50758.asp) or <http://zbilk.szczecin.pl/bip/?type=group&action=list&id=8>) where the English language version may be found**

### I. Tender procedure

The written, open tender procedure to determine the most advantageous tender concerning the lease of the property. Legal basis: Art. 38, Art. 40(1)(3) and (5) of the Act of 21 August 1997 on Real Property Management (i.e. Journal of Laws of 2020, item 65 as amended).

### II. Location of property

The property is situated at Mieczysława Karłowicza, Kazimierza Twardowskiego and Stanisława Ignacego Witkiewicza streets in Szczecin.

### III. Lease period

Until the date on which the City of Szczecin signs the agreement with an operator determined under the tender procedure or an administrator selected under the Public Procurement Law of 11 September 2019 or the day on which the lease object is handed over by the Municipality of Szczecin to its organisational unit or a municipal company under management/administration, but not longer than 3 years.

### IV. Symbol and area of the real property according to data extracted from the land register

1. The lease of the land property listed in the Table forming Appendix No 1 to this Notice, hereunder referred to as the Components, marked in red on the graphic appendix attached to mentioned above Table with their fixtures and fittings which may be downloaded from the webpage [http://bip.um.szczecin.pl/chapter\\_50758.asp](http://bip.um.szczecin.pl/chapter_50758.asp) or <http://zbilk.szczecin.pl/bip/?type=group&action=list&id=8>, is the subject of the written, open tender procedure.
2. The list of the fixtures and fittings of the facilities forming the Lease Object (Components) is given in Appendix No A, BI, BII, BIII, C, D to this Notice which may be downloaded from the webpage [http://bip.um.szczecin.pl/chapter\\_50758.asp](http://bip.um.szczecin.pl/chapter_50758.asp) or <http://zbilk.szczecin.pl/bip/?type=group&action=list&id=8>.
3. Due to the fact that the Components listed in the point 2,3,8,9 of Table forming the Appendix to the Notice are included in the project carried out by the Municipality of Szczecin under the name "Construction of the Centre for Training of Children and Youth with Reconstruction and Upgrading of Florian Krygier Stadion in Szczecin, Football Pitches and Accessory Infrastructure" (hereunder referred to as the "**Project**"), the Components will be handed over to the Lessee in parts, depending on the advancement of works and under the **unilateral extension of the object of the agreement, which on the day of signing the agreement, will encompass only the Components mentioned in the point 1,4,5,6,7 of the Table.**
4. Due to the fact that the procurement procedure for the fixtures (fittings) mentioned in Appendix

BIII, D was not finished on the day of this Notice, the fixtures and fittings will be handed over to the Lessee after the Lessor purchases them under the unilateral extension of the object of the agreement, **which on the day of signing the agreement, will encompass the fixtures and fittings listed in Appendix No A, BI, BII** to be downloaded from the webpage [http://bip.um.szczecin.pl/chapter\\_50758.asp](http://bip.um.szczecin.pl/chapter_50758.asp) or <http://zbilk.szczecin.pl/bip/?type=group&action=list&id=8>.

5. The Lessee will be notified on the planned date of extension of the object of the agreement in encompassing the Components listed in the point 2,3,8,9 of the Table forming Appendix No 1 to this Notice and the fixtures and fittings listed in the above-mentioned Appendix BIII, C, D in written form and in 21 days in advance. The notice mentioned in the preceding sentence will define the amount of the lease fee due to the Lessor, calculated under the tender submitted by the Lessee. Moreover, if the Lessor does not execute its right mentioned in Par. 3 and 4 of this Chapter, the Lessee will not have the right to file any claims for damages to the Lessor.
6. Due to the Project defined in Par. 3 and implemented by the Lessor, the Lessee will be obliged to provide the Contractor of works – the consortium formed by: Korporacja Budowlana Doraco Sp. z o.o. and PBG SA – with the access to the electricity needed for the Project and to sign with the Contractor a relevant agreement regulating the settlements.

#### V. **Purpose of the property and its development**

There is no local development plan for the land property. According to the spatial development conditions and directions study for the City of Szczecin – sports and recreational services (and roads), the property is assigned for the sports and recreational purposes.

The sports functionality of the Lease Object should be maintained in the entire duration of the agreement. Any modification in the purpose of the property is not admissible. The catering, commercial and entertainment activity accompanying the sports functionality of the Lease Object, carried out in compliance with provisions of the relevant law, is admissible. The accompanying activity mentioned above cannot limit sporting functionality of the facility.

#### VI. **Charges on the Property and other liabilities:**

- 1) Land and Mortgage Register KW No SZ1S/00127813/0 – utility easement for the benefit of Zakład Wodociągów i Kanalizacji spółka z ograniczoną odpowiedzialnością (Waterworks and Sewage System Company, Ltd.) in Szczecin (hereunder referred to as “ZWiK”);
- 2) Land and Mortgage Register KW nr SZ1S/00083677/3 - utility easement for the benefit of Szczecińska Energetyka Ciepła spółka z ograniczoną odpowiedzialnością (Szczecin Heat and Power Company, Ltd.) in Szczecin (hereunder referred to as “SEC”);
- 3) Land and Mortgage Register KW No SZ1S/00232854/8 - utility easement for the benefit of ZWiK;
- 4) Land and Mortgage Register KW No SZ1S/00127815/4 - utility easement for the benefit of SEC and ENEA operator spółka z ograniczoną odpowiedzialnością in Poznań (hereunder referred to as “ENEA”);
- 5) Land and Mortgage Register KW No SZ1S/00127815/4 - utility easement for the benefit of SEC;
- 6) Land and Mortgage Register KW No SZ1S/00212174/1 - utility easement for the benefit of SEC.

#### VII **Obligations of Lessee in the duration of the agreement**

1. The selected Lessee will be obliged to:
  - 1) utilise the Lease Object according to provisions and limitations arising from this Notice and Lease Agreement the draft of which forms Appendix No 2 to the Notice which may be downloaded from the webpage;
  - 2) utilise the Lease Object according to its sports functionality and in manner ensuring preservation of its substance in not worsen condition, according to the requirements on the proper management and the rules defined in **operating manuals for individual installations, equipment or systems** (FAS – Fire Alarm System, VAS – Voice Alarm System, LAN – Local Area Network (local telecommunication and information network), WLAN – Wireless Local Area Network (wireless network), CCTV – visual monitoring, closed circuit television, BMS – Building Management System, AKPiA – Instrumentation, Control, Automation, DS – Digital Signage (stadium television), IPTV – Terrestrial and satellite television signal transmitted via Internet protocol, Ticketing – the spectator access control system, ACS – Access Control System, BPA – Burglar and Panic Alarm, PA – Public Address (sound amplification system for stadium stands and entrance zone) **which will be handed over to the Lessee with individual Components of the Lease Object, and if the Lessor accepts them from the Project Contractor before the tender procedure is completed, these will be additionally listed on the webpage [http://bip.um.szczecin.pl/chapter\\_50758.asp](http://bip.um.szczecin.pl/chapter_50758.asp) or <http://zbilk.szczecin.pl/bip/?type=group&action=list&id=8>;**
  - 3) carry out the necessary and provided by the law inspections of facilities and structures, maintenance and repair (does not apply to the removal of defects and faults covered by the warranty) of building facilities forming the Lease Object at own cost to keep the facilities in condition compliance with the law and to run a building log-book and make the relevant entries on periodical inspections of technical state of the facilities according to the applicable law, including Art. 62 of the Act of 07 July 1994 – The Building Law (i.e. Journal of Laws of 2020, item 1333), and to hand over to the Lessor the copies of documents confirming the above-mentioned inspections within 14 days from carrying them out;
  - 4) observe the regulations on fire prevention, protection of the environment, occupational health and safety, and sanitation and epidemiological issues;
  - 5) obtain the previous consent of the Lessor to make any adaptation works to adjust the Lease Object to own needs and the works concerning upgrading or overhaul;
  - 6) keep the Lease Order in proper order, cleanness and condition compliant with the rules defined in separate regulations, including trees and bushes present in the Lease Object area on the day of handing over the Lease Object and planted by the Lessor in the duration of the agreement, and if such trees or bushes are destroyed, the Lessee is obliged to make the repeated or replacement planting and to carry out the relevant, agrotechnical activities (grass watering, mowing, line painting, snow clearing from turf, etc.);
  - 7) provide the special services with the free and uncharged access to networks running through the Lease Object,
  - 8) provide the Lessor and Contractor of Building Works covered by the Project with the free access to carry out the post-warranty inspections;
  - 9) **sublease to Pogoń Szczecin S.A. with its registered office in Szczecin, starting from the handover date to the Tenant of the Element no 8 until the date of termination of the contract, changing area building for players with a usable area of 458,13 m<sup>2</sup>, located on parcel 3/4 , according to the rates resulting from the Ordinance of the Mayor of the City of Szczecin on determining the basic rates for the lease of communal commercial premises. Moreover, starting from the date of concluding the lease agreement until the**

**handover date of the Element No. 8 to the Tenant, Pogoń Szczecin S.A. with its registered office in Szczecin will be given access to the mentioned above changing area building, and throughout the entire term of the lease agreement, Pogoń Szczecin S.A. with its registered office in Szczecin will be given the opportunity to freely use the 380 m2 carpark P2 located on parcel 33/6 and the containers located thereon,**

- 10)** provide the Lessor with the opportunity of carrying out the ad hoc inspection to verify if the Lessee observes its obligations arising from the Agreement as well as periodical inspection regarding:
    - a) observance of provisions of item 1 and 2 of this Chapter and operating manuals for individual installations, equipment and systems mentioned in item 2 of this paragraph by the Lessee;
    - b) accessibility of the Lease Object to the Polish Football Association according to provisions of Par. 4(1) of this Chapter;
    - c) observance of obligation mentioned in Par. 4(3), (4) of this Chapter by the Lessee;
  - 11)** obtain the previous, written consent of the Lessor for the placement of any advertisements, information boards of advertising fixtures and signboards on the properties, buildings and structures forming the Lease Object, considering provisions of Par. 3 of this Chapter;
  - 12)** immediately notify the Lessor (not later than within 2 days) on any defects or faults found in the Lease Object to provide the Lessor with the opportunity to execute the rights arising from the guarantee. A copy of a defect or fault notice submitted by the Lessor will be served to the Lessee immediately after such defect or fault is reported, but not later than within 5 days;
  - 13)** ensure the safety and order in time of the mass events, the mass sports events and football matches according to the Act of 20 March 2009 on The Safety of the Mass Events (i.e. Journal of Laws of 2019, item 2171) and the implementing provisions cited, i.a.: in the Regulation of the Minister of Health of 6 February 2012 on The Minimum Requirements Concerning the Medical Safety of Mass Events (Journal of Laws of 2012, item 181);
  - 14)** in the period of execution of the Agreement, observe the applicable provisions of law, including i.a.:
    - a) provisions of the Act of 27 April 2001 – Environment Protection Law (Journal of Laws of 2020, item 1219);
    - b) provisions of the Act of 14 December 2012 on Waste Management (i.e. Journal of Laws of 2020, item 797 as amended).
2. To carry out the obligations mentioned in Par. 1, in the entire duration of the Lease Agreement, the Lessee is obliged to have the properly trained personnel ensuring the adequate operation of the Lease Object, in particular, installations, systems, equipment and grassland defined in Par. 1(2).
  3. The Lessee will have the right to place, within the limits of the Lease Object, the signboards concerning the enterprise of the Lessee and advertising fixtures of contractors with whom the Lessee signed the agreements on the provision of promotional/sponsorship services observing provisions of the applicable law and without any additional remuneration.

**NOTE:**

4. **Additionally, due to the Contract signed by the Lessor with the State Treasury – the Minister of Sports and Tourism No 2019/0050/0338/SubA/DIS/S/18 on the aid from the Fund of Development of Physical Culture granted to the investment project in the framework of the Programme on projects of special importance for sports – edition 2018 and obligations of the Lessor, on the day when all works covered by the above-mentioned aid**

contract and encompassed by the Project are handed over for occupancy, the Lessee will be obliged to:

- 1) make available free of charge to the Polish Football Association (hereunder referred to as "PZPN"), according to Timetable handed over to the Lessee and under the right of priority:
    - a) the Centre for Training of Children and Youth and the developed, adjacent site;
    - b) a training, heated football pitch with a hybrid surface with dimensions of 105 x 68 m with a stand and lighting;
    - c) a training, heated football pitch with a hybrid surface with dimensions of 105 x 68 m with lighting;
    - d) a training football pitch with a surface of synthetic grass and with dimensions of 62 x 95 m and pneumatic coating;
    - e) two football pitches with natural surface and dimensions of 105 x 66 m with lighting;
    - f) the main stadium field – a football pitch no 1 with dimensions of 105 x 68 m with heating installation and hybrid surface and lighting;
    - g) the area adjacent to the facility;  
for the training needs of the cup, league and friendly matches, including organisation of the national and international sports competitions in the form of football matches. Mentioned above making available free of charge does not apply to costs of the media used and cleaning, which will be settled with Tenant,
  - 2) to provide the persons authorised by the Minister of Sports and Tourism and the Lessor with the opportunity of carrying out the inspections of the Lease Object in the scope defined in the above-mentioned Contract No 2019/0050/0338/SubA/DIS/S/18. The copy of provisions of the above-mentioned Contract concerning the manner and scope of the inspection is given in Appendix No 3 to this Notice to be downloaded from the webpage [http://bip.um.szczecin.pl/chapter\\_50758.asp](http://bip.um.szczecin.pl/chapter_50758.asp) or <http://zbilk.szczecin.pl/bip/?type=group&action=list&id=8>;
  - 3) sub-let or sub-lease the Lease Object to the football clubs and associations the activity of which is associated with training of children and youth in the scope of football, and the local football clubs participating in tournaments on various level of football leagues, under equal and non-discriminatory rules which will be defined under Resolution of the City Council of Szczecin;
  - 4) until the end of January of each year, submit the report regarding the performance of obligations defined in point 1 and 3 and referring to the previous year.
5. The Lessor will notify the Lessee on the planned date of handing over of all works covered by the above-mentioned Contract No 2019/0050/0338/SubA/DIS/S/18 in 30 days of advance.
6. **Moreover, due to the Contract No 2019/0050/0338/SubA/DIS/S/18 signed by the Lessor, the Lessee will be obliged to declare/ensure that the sports infrastructure forming the object of this notice will not be utilised by one, professional sports club more than in 80% of its time potential annually, unless the other entities are interested in the utilisation of the infrastructure.**

**NOTE:**

7. **Additionally, starting from the day of signing the Lease Agreement, the Lessee will be obliged to make available to the Szczecin Municipality or an entity appointed by it:**
  - 1) **The entire Lease Object, including the pavilions situated in the stadium crown, excluding training pitch no 2, 3, 4, 5, 6 and the building of the Centre for Training of Children and Youth (hereunder referred to as "CSDiM") for 25 days a year and at**

- dates defined in the Timetable of tournaments. However, in case of the CSDiM building, the Lessee will be obliged to ensure the access to a workroom for television; and
- 2) additionally, the football pitch no 1 (the main field) up to 25 times a year for 1.5 hours a day for the training session a day before a match is played.
8. Within 25 days mentioned in Par. 7(1), the total time of use of the pitch no 1 (the main field) will not exceed 2.5 hours daily.
9. According to the content of Par. 7(1), while making the Lease Object available, the Lessee will be obliged to provide the Municipality of Szczecin or an entity appointed by it with the opportunity of utilising the entire technical infrastructure necessary for the proper functioning and utilisation of the Lease Object, and in particular:
- 1) the facility access control system;
  - 2) sound, monitoring, lighting system, Internet, WIFI, BMS;
  - 3) electricity supply for the facility (the basic and backup);
10. The Timetable of tournaments mentioned in Par. 7(1) and planned for the year 2021 will be handed over to the Lessee within 21 days from signing of the agreement, and for the year 2022, until the end of November 2021, however, Szczecin Municipality reserves the right to amend the Timetable in three months of advance. The Timetables handed over and amended according to the above provisions do not form an amendment to this agreement.
11. The Organiser of the tender procedure shows that signing of the Lease Agreement:
- 1) will not result in the transfer of the rights to brands, logotypes, names, trademarks or other marks being the property of the Lessor or any other right to the Lessee, including the right to utilise them by the Lessee, except for utilising them in the manner defined in the Agreement the draft of which forms Appendix No 1 to this Notice and for the proper performance of the Agreement;
  - 2) the Lessor has the exclusive right to give and modify the official name of the Stadium and Centre covered by the Lease Object with the logotype, and to distribute these rights and to benefit from them. The Lessor will notify the Lessee on modification of the name.
12. If the Lessee violates the obligations defined in this Notice and draft of the Agreement, the contractual penalties may be imposed on the Lessee according to provisions of the draft of the Lease Agreement forming Appendix No 1 to this Notice to be downloaded from the webpage [http://bip.um.szczecin.pl/chapter\\_50758.asp](http://bip.um.szczecin.pl/chapter_50758.asp) or <http://zbilk.szczecin.pl/bip/?type=group&action=list&id=8>.
13. To secure the payment of contractual penalties and indemnity defined in the draft of the Lease Agreement, the Lessee will submit to voluntary enforcement defined in the draft of the Lease Agreement under Art. 777 of the Code of Civil Procedure.

#### **VIII. Lease fee**

1. The initial, minimum, monthly net amount of the lease fee for the tender procedure and concerning the individual Components (facilities) covered by the Lease Object is:
- 1) Component 1 – PLN 1014.00;
  - 2) Component 2- PLN 8525.00;
  - 3) Component 3- PLN 1 998.00;
  - 4) Component 4 - PLN 799.00;
  - 5) Component 5 - PLN 759.00;
  - 6) Component 6 - PLN 482.00;
  - 7) Component 7- PLN 480.00;

- 8) Component 8- PLN 16 488.00;
- 9) Component 9 - PLN 838.00.
2. **The initial, minimum, monthly net amount of the lease fee for the tender procedure and concerning the equipment and devices forming the fixtures and fittings of the Lease Object is 0,3 % of the net value of the handed over equipment. The quantity, type and value of leasable equipment are defined in Appendix A, BI, BII, BIII, C and D to this Notice. However, the value of equipment and devices given in Appendix BIII and D is the estimated value, the Lessee will be notified about the final value when the equipment is handed over for lease under purchase invoices.**
3. The offered lease fee will be paid by the Lessee in advance and not later than until the 21<sup>st</sup> day of each month.
4. The Lessor will add to the monthly amount of the lease fee the tax on goods and services in amount arising from provisions applicable on the day of issuing the invoice.
5. Apart from the lease fee, the Lessee will pay all the costs concerning the functioning and insurance of the lease object, including the property tax. The fees for electricity, gas, water supply and foul water drainage, disposal of communal waste, heat supply, the Internet will be paid by the Lessee under re-invoicing, unless the Tenant, with the Lessor's prior written consent, will enter into contracts directly with the utility providers.
6. Any questions concerning the terms of the tender procedure should be sent to the e-mail address of the Organiser of tender procedure [sekretariat-DDG@zbilk.szczecin.pl](mailto:sekretariat-DDG@zbilk.szczecin.pl) until **10.03.2021 r.** at the latest. Any questions sent after the deadline will not be answered. The Organiser of the tender procedure will publish all questions and answers on the webpage [http://bip.um.szczecin.pl/chapter\\_50758.asp](http://bip.um.szczecin.pl/chapter_50758.asp) or <http://zbilk.szczecin.pl/bip/?type=group&action=list&id=8>.

#### **IX. Conditions of participation in the tender procedure**

##### **1. Conditions of participation in the tender procedure:**

- 1) payment of tender guarantee in the amount, form and period defined in Part XII of this Notice;
- 2) submission of a correct tender compliant with date and requirements defined in this Notice;
- 3) satisfying the conditions of participation in the tender procedure mentioned in Par. 2 of this Chapter by Tenderers.

##### **2. The tender procedure is open for participation of Tenderers:**

- 1) having the economic or financial standing ensures the proper performance of the Lease Agreement, i.e. have the financial assets at least amounting to PLN 500,000.00. *However, if a tender is submitted jointly, this condition should be complied with by one tenderer or all tenderers jointly;*
- 2) having at least 3-year long experience in the scope of management of a stadium of at least 3<sup>rd</sup> UEFA class acquired in the last 10 years preceding the date of tender submission. *However, if a tender is submitted jointly, this condition should be complied with by one of the tenderers who submitted the joint tender;*
- 3) having the proper personnel potential, i.e. have or will have:
  - a) one person having at least 3-year long experience in real property management. i.e. in the scope of carrying out the activities mentioned in Art. 184b of the Act of 21 August 1997 on The Real Property Management (i.e. Journal of Laws of 2020, item 1990 with amendments) acquired in the last 10 years preceding the date of tender submission. *However, if a tender is submitted jointly, this condition should be complied with by one tenderer or all tenderers jointly;*

- b) two persons having SEP (Association of Polish Electrical Engineers) up to 15 kV, cat. D and E (cat. D – in the scope of supervision, cat. E – in the scope of operation) – necessary for maintenance (supervision and operation) of transformer station and its entire accessory equipment and all cable networks as well as electrical and power equipment for the entire facility. *However, if a tender is submitted jointly, this condition should be complied with by one tenderer or all tenderers jointly;*
  - c) two persons having at least 3-year long experience (acquired in the last 10 years) in the maintenance of natural turf. *However, if a tender is submitted jointly, this condition should be complied with by one tenderer or all tenderers jointly;*
  - 4) having at least 3-year long experience in training of children and youth in football acquired in the last 10 years preceding the date of tender submission. *However, if a tender is submitted jointly, the condition concerning training of children or youth should be complied with by one of the tenderers who submitted the joint tender;*
  - 5) having the experience in the organisation of the mass sports events and a high-risk mass events as interpreted in the Act of 20 March 2009 on The Safety of the Mass Events (Journal of Laws of 2019, item 2171) i.e., who organised at least 20 (twenty) mass sports events and at least 2 (two) high-risk mass events in the last 5 years before the date of submission of tender. *However, if a tender is submitted jointly, the condition concerning the mass sports events should be complied with in full by at least one of tenderers submitting the joint offer, the condition concerning the higher risk mass events should be also complied with in full by one of the tenderers who submitted the joint tender;*
  - 6) having no incurred arrears in payment of any taxes, local fees or premiums due to a relevant Tax Office or Social Insurance Institution and the Municipality of Szczecin (included its establishments and budgetary units). *However, if a tender is submitted jointly, this condition should be complied with by each of tenderers submitting the joint tender.*
3. To confirm the compliance with the conditions of participation in the tender procedure, a Tenderer may rely on knowledge and experience or technical or professional skills or financial or economic standing of other entities, regardless from a legal nature of these relationships.
  4. The Tenderer who relies on knowledge, experience, skills or standing of other entities has to prove to the tender Organiser that in the performance of the Lease Agreement, the Tenderer will have the necessary resources of such entities, in particular, submitting the obligation of these entities to hand over to Tenderer the resources necessary to perform the Lease Agreement.  
**NOTE: If proving the compliance with conditions defined in Par. 2(1), (2), (3), (4), (5) of this Chapter the Tenderer relies on knowledge, experience, skills or standing of other entities, it should also attach to tender the documents mentioned in Chapter X, Par. (1), (3) and (7) concerning such entities.** A template of obligation is given in Appendix No 5 to this Notice to be downloaded from the webpage [http://bip.um.szczecin.pl/chapter\\_50758.asp](http://bip.um.szczecin.pl/chapter_50758.asp) or <http://zbilk.szczecin.pl/bip/?type=group&action=list&id=8>.
  5. The organiser of the tender procedure evaluates whether technical or professional skills or knowledge, experience or their financial or economic standing made available to the Tenderer allow the Tenderer to comply with the condition of participation in the tender.

#### **X. Date, place and procedure for submitting the written tenders**

1. The tenders should be placed in the head office of the Building and Communal Housing Management Department at Mariacka street no 25 in Szczecin in room no 16 until **18.03.2021 up to 12.00**
2. A Tenderer may withdraw its tender before the expiry of the deadline for submission of tenders. In this case, the Tenderer has the right to receive the reimbursement of the tender guarantee paid



due to the planned participation in the tender procedure. Withdrawal of tender is made upon the written application of a tenderer. A tenderer states in the application for withdrawal of tender the number of the bank account on which the tender guarantee should be reimbursed.

3. Opening of tenders and open part of the tender procedure will take place on the day of **18.03.2021 at 12.30** the Building and Communal Housing Management Department in Szczecin, room no 14.
4. A tender should be submitted in a closed envelope with the inscription: *“The tender procedure for the lease of the land property being the property of the Municipality of Szczecin, situated at Mieczysława Karłowicza, Stanisława Ignacego Witkiewicza and Kazimierza Twardowskiego streets in Szczecin.”*
5. **A tender should be prepared according to the following guidelines. A tender will be rejected if the rules described in the following clauses of this paragraph are violated:**
  - 1) each tenderer may submit only one tender,
  - 2) a tender must be prepared according to provisions of Par. 6-12 of this Chapter on the tender form forming Appendix No 6 to this Notice to be downloaded from the webpage [http://bip.um.szczecin.pl/chapter\\_50758.asp](http://bip.um.szczecin.pl/chapter_50758.asp) or <http://zbilk.szczecin.pl/bip/?type=group&action=list&id=8>. The Tender and appendices should be prepared in the Polish language, legibly, signed by a person authorised to represent the Tenderer according to the form of representation defined in the court register or another document, relevant for a given organisational form of a Tenderer or a person authorised by an empowered person. The documents prepared in a foreign language are submitted with their translation into the Polish language;
  - 3) if a joint tender is submitted by several entities, these entities appoint a proxy to represent them under this procedure;
  - 4) any corrections to the tender must be made legibly and signed by a person authorised for representation;
  - 5) all pages should be numbered and bound in a permanent manner preventing the potential loss of the tender content.
6. **A tender should include:**
  - 1) name, surname and address of tenderer or name or company and head office if a tender is submitted by a legal or other entity (relevant entry to the proper register or an identity card);
  - 2) date of tender preparation;
  - 3) the offered monthly net amount of the lease fee for the individual Components (facilities) forming the Lease Object and the total amount of the lease fee for the entire Lease Object as well as the offered, monthly net amount of the lease fee for equipment and devices forming the fixtures and fittings of the Lease Object;
  - 4) the declaration that the tenderer complied with conditions defined in Chapter IX Par. 2 of this Notice;
  - 5) confirmation of knowledge and acceptance of the object, scope, conditions of the tender and confirmation of them without any objections, and obligation to sign the Lease Agreement in reading defined in Appendix No 2 to this Notice to be downloaded from the webpage [http://bip.um.szczecin.pl/chapter\\_50758.asp](http://bip.um.szczecin.pl/chapter_50758.asp) or <http://zbilk.szczecin.pl/bip/?type=group&action=list&id=8>;
  - 6) confirmation of knowledge and acceptance of obligations of the Lessee arising from this Notice and draft of the Lease Agreement without any objections, in particular, in the scope of the necessity to:
    - a) make the Lease Object available to the Polish Football Association (hereunder referred to as “PZPN”) according to the content of Chapter VII Par. 4(1) of this Notice;

- b) sub-let or sub-lease the Lease Object to the football clubs and associations the activity of which is associated with training of children and youth in the scope of football, and the local football clubs participating in tournaments on various level of football leagues, under equal and non-discriminatory rules;
  - c) in the scope of the necessity to make the Lease Object available to the Municipality of Szczecin or entity appointed by it according to provisions of Chapter VII Par. 7 and 9;
  - d) and in the scope of the necessity to provide the free pedestrian and vehicle access to the changing area building and the carpark situated in the area of the Lease Object and in scope of necessity of lease mentioned above changing room, according to provisions of Chapter VII Par. 1(9) of this Notice;
- 7) confirmation of knowledge and acceptance of limitations concerning the Project carried out by the Lessor mentioned in Chapter IV Par. 3 of this Notice without any objections and that the Lessee will not file any compensation claims in this regard or any compensation claims for a partial loss or failure to generate the planned profit due to the limited opportunity to utilise the Lease Object by the Lessee;
- 8) name of the owner and number of the bank account on which the tender guarantee is to be reimbursed in cases defined in the rules for the tender procedure;
- 9) readable signature of a tenderer and date of tender preparation.

**7. The following documents should be attached to tender (depending on the type of entity)**

- 1) a certificate issued by the head of a relevant tax office confirming that a tenderer is not in arrears in payment of any taxes **and** a certificate of a relevant territorial unit of the Social Insurance Institution or another document confirming that a tenderer is not in arrears in payment of any premiums for the social or health insurance issued not earlier than in 3 months before the expiry of the deadline for submission of tenders (the original or a duly certified copy);
- 2) information from a bank or credit or savings union confirming the amount of assets owned by the tenderer or credit standing of the tenderer issued not earlier than in 3 months before the expiry of the deadline for submission of tenders (the original or a duly certified copy);
- 3) statement of the tenderer confirming that the tenderer is not in any arrears in payment of any local taxes and fees mentioned in the Act of 12 January 1991 on The Local Taxes and Fees (Journal of Laws of 2019, item 1170 as amended). The above-mentioned statement should be submitted in the original and according to Appendix No 4 to this Notice;
- 4) statement of the tenderer confirming its experience, according to provisions of Chapter IX Par. 2(2), (4), (5) of this Notice and prepared according to the content of Appendix No 8 of this Notice;
- 5) consent of the statutory authorities upon the lease of the above-mentioned property (if necessary) – refers to a legal person (the original or a duly certified copy);
- 6) civil partnership agreement if a tender is submitted by partners to a civil partnership (the original or a duly certified copy);
- 7) if a proxy is appointed, the original or a duly certified copy;
- 8) a copy of the deposit payment receipt, or the original deposit lodged in the form of bank or insurance guarantee
- 9) a list of personnel potential owned by the tenderer mentioned in Chapter IX, Par. 2(3) of the Notice and the information on professional qualifications, authorisations, experience and education necessary to perform the agreement properly and the information concerning the basis of having these persons prepared according to Appendix No 7 to this Notice to be downloaded from the webpage [http://bip.um.szczecin.pl/chapter\\_50758.asp](http://bip.um.szczecin.pl/chapter_50758.asp) or <http://zbilk.szczecin.pl/bip/?type=group&action=list&id=8;>

10) a written obligation of a third entity, submitted in the original if the Tenderer utilises the potential of a third entity mentioned in Par. 3 and 4 of Chapter IX of this Notice. The obligation should be prepared according to Appendix No 5 to this Notice to be downloaded from the webpage [http://bip.um.szczecin.pl/chapter\\_50758.asp](http://bip.um.szczecin.pl/chapter_50758.asp) or <http://zbilk.szczecin.pl/bip/?type=group&action=list&id=8>.

8. If a tender is submitted jointly, the documents mentioned in Par. 7(1), (3), (5) and (7) should be composed by each entity submitting the joint tender.
9. Copies of documents concerning each of entities submitting a joint tender have to be duly certified by a person or persons authorised to represent these entities.
10. Partners to a civil partnership are treated as entities submitting joint tender and are subordinate to the rules defined in Par. 8-9 of this Chapter.
11. If a tender is submitted jointly, the tenderers are jointly responsible for the performance of the agreement and payment of the tender guarantee and establishment of the securities required under the agreement.
12. Instead of the documents mentioned in Par. 7(1), if head office or place of residence of a tenderer is situated outside the territory of the Republic of Poland, a document or documents issued in the country where a Tenderer's head office or place of residence is situated and confirming, respectively, that a tenderer is not in any arrears in payment of taxes, fees, premiums for the social or health insurance and that a tenderer signed an agreement with a relevant authority on repayment of such liabilities with any potential interests or fines, and in particular, received an exemption, deferment of payment or consent for the payment of the due amounts or full suspension of execution of decision issued by the authority.
13. The documents mentioned in Par. 12 should be issued not earlier than in 3 months before the expiry of this period.
14. If the documents mentioned in Par. 12 were not issued in the country where the contractor's head office or place of residence is situated or where a place of residence of a person to whom such document refers is situated, these documents should be replaced with a document with an adequate statement of the contractor appointing a person or persons authorised for representation or statement of a person to whom a document was to refer, submitted in front of a public notary or judicial, administrative or local government or commercial authority relevant for the head office or place of residence of the contractor or the place of residence of such person.
15. No tender documents forming will be returned.
16. A Tenderer will pay the costs of tender.
17. The tender validity is 60 days. The time limit for the submission starts at the end of the deadline for submission of tenders.

#### **XI. Complementation of tender and results of complementation**

1. If tender considered by the Tender Committee as the most advantageous (presenting the highest amount of the lease fee) is incomplete and the documents or statements mentioned in Chapter X are not attached to it or the documents or statements are incomplete, include errors or arise doubts mentioned by the tender Organiser, the tender Organiser calls for their submission, complementing or correcting or for submission of explanations in the appointed period under pain of rejection of a tender.
2. If the Tenderer whose tender was considered by the Tender Committee as the most advantageous did not file the necessary power of attorney or submitted the faulty powers of

attorney, the tender Organiser would call for their submission in the appointed period under pain of rejection of a tender.

3. If the tenderer does not comply with the obligation mentioned in Par. 1 and 2 in the period appointed by the tender Organiser, the tender will be rejected.
4. If the situation mentioned in Par. 3 takes place or if the tenderer whose tender was considered as the most advantageous fails or refuses to sign the Lease Agreement, the tender Organiser will examine the tender awarded with the highest score. Provisions of Par. 1, 2 and 3 are applied respectively.

## **XII. Criteria for evaluation and selection of the most advantageous tender**

The criterion for the assessment and selection of the most advantageous offer will be monthly (net) amount for all elements (facilities) constituting the Subject of Lease and for equipment and devices constituting equipment of the Subject of Lease, listed in Appendix A, BI, BII, BIII, C and D to this Notice. Determining the monthly amount for equipment and devices offered by the Tenderer, the tender organiser will multiply the offered percentage amount by the sum of net value of equipment and devices indicated in Appendix A, BI, BII, BIII, C, D to this Notice.

## **XIII. Amount of tender guarantee, the form, date and place of payment**

1. The tender guarantee in the amount of **PLN 100,000.00** (in words: one hundred thousand Polish zlotys) should be paid **17.03.2021 r.**
2. The tender guarantee should be paid in:
  - 1) in money – by bank transfer to the bank account of the Building and Communal Housing Management Department in Szczecin No 36 1020 4795 0000 9302 0292 7648 maintained by Bank PKO BP Branch in Szczecin marked as the tender guarantee – the written, open tender procedure under the name *“The tender for the lease of the land property owned by the Municipality of Szczecin, situated at Mieczysława Karłowicza, Stanisława Ignacego Witkiewicza and Kazimierza Twardowskiego streets in Szczecin”*. The date of crediting the bank account of the Building and Communal Housing Management Department in Szczecin is the date of the tender guarantee payment;
  - 2) in bank guarantees;
  - 3) in insurance guarantees.
3. The tender guarantee may be paid in one or several forms.
4. If the tender guarantee is paid in money, the tenderer paying the tender guarantee needs to be named i.e. in the title of bank transfer, especially if the tender guarantee is paid by a proxy/intermediary. The tender guarantee paid in money is paid in full to the bank account defined in Par. 2(1) above.
5. If the tenderer pays the tender guarantee in the form of a bank guarantee or insurance guarantee:
  - 1) a guarantee document prepared in a foreign language should be submitted with translation into the Polish language;
  - 2) a guarantee document should name the Lessor – the Municipality of Szczecin - as a beneficiary of the guarantee;
  - 3) the guarantee should be subordinate to Polish law; all disputes concerning the guarantee will be solved according to Polish law and subordinate to the jurisdiction of Polish courts.
6. If the tenderer pays the tender guarantee in the form of bank or insurance guarantee, the contents of such guarantees must unanimously define at least:
  - 1) the obligation of a guarantor to pay the entire amount of the tender guarantee in the amount defined in Par. 1 **irrevocably and unconditionally** upon the first request of the Lessor (beneficiary of the guarantee – the Municipality of Szczecin) encompassing the statement

- that the circumstances mentioned in Par. 7 below occurred, excluding confirmation of these circumstances;
- 2) the period of duration of the guarantee that may be shorter than the duration of binding tender.
7. The tender guarantee is forfeited to the Municipality of Szczecin if:
- 1) a tendered the tender of which was selected, fails to sign the agreement;
  - 2) refuses to sign the agreement under the conditions defined in the draft of the Lease Agreement;
  - 3) the agreement may not be signed for the reasons attributable to the tenderer;
  - 4) if the tenderer whose tender was selected and with whom the lease agreement was signed would not submit the notarial deeds mentioned in §13 of the draft of the agreement within the deadline.
8. Immediately after signing the Lease Agreement and the submission of the notarial deeds mentioned in §13 of the draft of the agreement, the tender Organiser reimburses the tender guarantee to the entity whose tender was selected.
9. The tender guarantees paid by other tenderers is reimbursed immediately in the period not longer than in 7 days from the tender completion.
10. The tender guarantee is reimbursed immediately after the tender annulment or completion, but not later than in 7 days, respectively, from the day of:
- 1) annulment of the tender procedure;
  - 2) completion of the tender procedure;
  - 3) invalidation of the tender procedure;
  - 4) completion of the tender procedure with a negative result.
11. The tender Organiser reimburses the tender guarantee immediately upon the request of the contractor who withdrawn the tender before the expiry of the period for submission of tenders.

#### **XIV. An explicit and implicit part of the tender procedure**

1. Opening of tenders and explicit part of the tender procedure will take place on the day of **18.03.2021 r. at 12.30** in the head office of the Building and Communal Housing Management Department at 25 Mariacka street in Szczecin, room no 14.
2. The tender procedure may be held even if only one tender complying the requirements and condition announced in the tender notice is received.
3. The tender procedure is considered as completed with a negative result if no tender is received under the written tender procedure or none of the tenderers did not offer the price higher than the minimum initial prices defined in Chapter VIII Par. 1 and 2 of this Notice and if the Tender Committee found that none of the tenders is compliant with the terms and conditions tender procedure.
4. In the explicit part, the chairman of the tender committee opens the tender procedure. The Tender Committee:
  - 1) announces the number of received tenders;
  - 2) opens the envelopes with tenders and announces the names (companies) and addresses of tenders and the information on the offered, monthly, total amount of the lease fee for the entire Lease Tender and the monthly, total amount of the lease fee for the entire equipment and all devices forming the fixtures and fittings of the Lease Object;
  - 3) notifies the tenderers about the date and place of the implicit part of the tender procedure;
  - 4) notifies the tenderers about the planned date of closing the tender procedure.
5. The Tender Committee refuses the tenders:
  - 1) the content of which does not correspond to the content of the Tender;

- 2) submitted after the expiry of the appointed deadline;
  - 3) are incomplete and were not complemented according to provisions of Chapter XI;
  - 4) submitted by the Tenderer not satisfying the conditions of participation in the tender procedure (Chapter IX, Par. 2);
  - 5) to which the proof of payment the tender guarantee is not attached;
  - 6) are illegible or their contents are doubtful.
6. While selecting the most advantageous tender, the committee considered the criteria mentioned in Chapter XII of this Notice.
  7. In the implicit part of the tender procedure, the tender committee carries out the detailed analysis of tenders and selects the most advantageous of them or declares that none of the submitted tenders was selected.
  8. If the equivalent tenders are submitted, the tender committee arranges an additional, oral procedure restricted to tenderers who submitted the equivalent tenders.
  9. The Committee notifies these tenderers about the date of the additional tender procedure and offers them the opportunity to acquaint the content of the equivalent.
  10. Under the additional oral tender procedure, the tenderers orally declare the subsequent increments over the highest, the total price offered in the equivalent tenders and concerning all Components covered by the Lease Object and the entire equipment and all devices forming the fixtures and fittings of the Lease Object (at the same time declaring division of such increment into individual Components – facilities and into equipment and devices) until there are no additional increments after the third call. The participants of tender procedure decide on the value of increments, but the increment may not be less than PLN 5000.00.
  11. The tender procedure is considered as completed when the protocol is signed.
  12. The tenders are explicit and may be accessed upon the written request of a tenderer submitted to the secretariat of the head office of the Building and Communal Housing Management Department in Szczecin at Mariacka street no 25 from 8.00 a.m. to 3.00 p.m. The request must indicate an e-mail address to which the tender Organiser should notify a tenderer on the date of review of the tenders in 3 days of receiving the request.

#### **XV. Results and complaints**

1. The chairman of the tender committee notifies all tenderers about the result of the tender procedure in the period not longer than 3 days from the day of closing the tender procedure.
2. In 3 working days from the day of publication of the notice on closing the tender procedure, a participant of the tender procedure may file to the President of Szczecin, through the Director of the Building and Communal Housing Management Department in Szczecin, a complaint concerning the course of the tender procedure. The President considers the complaint in 7 working days from the day of receiving the complaint. All actions concerning the maintenance of the property are ceased until the complaint is considered.
3. Following consideration of the complaint, the President notifies the applicant, and the Director of the Building and Communal Housing Management Department in Szczecin immediately displays the information on the result of the complaint consideration in the head office for the period of 7 days.
4. If the tender procedure is not contested or if the complaint is considered as groundless, the Director of the Building and Communal Housing Management Department in Szczecin displays the information on the result of the tender procedure on the notice board in the head office of the Building and Communal Housing Management Department in Szczecin and on the webpage <http://zbilk.szczecin.pl/>, and on the notice board in head offices of the Municipality of Szczecin

and the Building and Communal Housing Management Department in Szczecin for the period of 7 days.

#### **XVI. Lease Agreement**

1. The Lease Agreement is signed with the tenderer whose tender was selected by shall be concluded by the President of the City of Szczecin or by a person authorised to act on his behalf.
2. The Property Lease Agreement will be signed in the content compliant with the form constituting Appendix No 2 to this Notice. The terms and conditions of the agreement are not negotiable.
3. The Lease Object encompassing the Components listed in point 1, 4, 5, 6, 7 of the Table will be handed over in 14 days from signing the lease agreement, after the notarial deeds mentioned in §13 of the Draft of the Agreement are submitted by the Lessee.
4. All parties interested in participating in the tender procedure are able to inspect the property forming the Lease Object.

#### **XVII. Additional arrangements**

The Organiser of the tender procedure reserve the right to:

- 1) cancel the tender procedure until the day of opening the tenders, without stating the reasons;
- 2) cancel the terms and conditions of the tender procedure or to modify its terms and conditions at the latest in 3 days before the date for submission of tenders, without stating the reasons;
- 3) modifications to the provisions of the tender Notice and its appendices at least 3 days before the date of tender submission without stating the reasons;
- 4) close the tender procedure without consideration and without stating the reasons;
- 5) annul the tender procedure in 30 days from the date when the tender procedure was closed.

#### **XVIII. Personal data**

1. According to Art. 13, Par. 1 and 2 of GDPR, the Organiser notifies that:
  - 1) the Building and Communal Housing Management Department in Szczecin is a controller of personal data of natural persons (entrepreneurs), natural persons representing an entity participating in this tender procedure and natural persons the data of which were named in the tender by the contactor;
  - 2) personal data will be processed under Art. 6, Par. 1(c) of GDPR for the purpose and in the scope concerning the conduct and resolve the procedure;
  - 3) the persons or entities, provided with the procedure documentation under the applicable provisions of law and the provisions of the aid contract concerning the Lease Object, will be the recipients of personal data;
  - 4) personal data will be stored for 4 years from the date of completing this procedure, and if the duration of the agreement exceeds 4 years, the period of storage encompasses the entire duration of the agreement;
  - 5) personal data will be stored until archiving the documentation – in the scope defined in regulations on archiving;
  - 6) according to Art. 22 of GDPR, the decisions made about the personal data will not be automated;
  - 7) a natural person being the data subject has the right to:

- a) under Art. 15 of GDPR, access the above-mentioned personal data. If the performance of obligations mentioned in Art. 15, Par. 1-3 of GDPR required the disproportionate effort, the organiser may request the data subject to provide the additional information to clarify the request, in particular, the name or date of the contract award procedure;
  - b) under Art. 16 of GDPR, to correct the above-mentioned personal data (the right to correct the personal data may not change the contract or the change of provisions of the agreement and may not violate the integrity of the protocol and appendixes to it);
  - c) under Art. 18 of GDPR, the right to request the controller to limit the processing of personal data. The request mentioned in Art. 18(1) of GDPR does not limit the processing of personal data until completion of the contract. From the day of completing the contract, if the request mentioned in Art. 18(1) of GDPR results in limitation of the processing of personal data given in the protocol and appendixes to the protocol, the organiser does not publish the data included in the protocol and appendixes to the protocol unless there are the premises mentioned in Art. 18(2) of GDPR;
  - d) to file a complaint to the President of the Personal Data Protection Office when the processing of personal data violates the provisions of GDPR;
- 8) a natural person who is the subject of data does not have the right to:
- a) the right to transfer personal data mentioned in Art. 20 of GDPR;
  - b) under Art. 21 of GDPR, the right to file an objection to the processing of personal data because the legal basis for the processing of personal data is given in Art. 6(1)(c) of GDPR.

Z up.Prezydenta Miasta