

## **PUBLIC CALL**

### **to participate in the international tender for the public gathering of offers for the realization of the Češka vila Hospitality-Tourism Project in the Town of Vis on the Island of Vis**

The Ministry of State Property in line with the Decision by the Croatian Government on determining the conditions and publishing the public call for submission of binding offers for realization of the Češka vila Hospitality-Tourism Project in the Town of Vis on the Island of Vis and appointment of the committee for assessing offers and monitoring realization of the project, Class: 022-03/17-04/213, Refno. 50301-26/09-17-2 of 14 June 2017, in publishing this call, invites all domestic and foreign, financially capable investors that also possess experience in design, construction, marketing and the tourist resort business to submit offers for the realization of construction of the Češka vila Hospitality-Tourist Project located at sv. Juraj (St. George) in the Town of Vis (hereinafter: Češka vila Project).

The right to realize construction of the Češka vila Project will be acquired by the most favourable bidder to establish the right to construct on the construction plot where within the scope of the project construction parcels will be formed upon the conclusion of the agreement on leasing the Češka vila Hotel and the awarding of the concession for the purpose of constructing and economic utilization of the maritime demesne, all for a period of up to 50 years.

#### **PRELIMINARY NOTES**

1. The Split-Dalmatian County Spatial Plan and the Town of Vis Spatial Plans determine the spatial and planning presumptions and measures for realizing the Češka vila Project.
2. On the day of publishing this Call for the Realization of the Češka vila Project, the following spatial planning documentation is in force:
  - The Split-Dalmatian County Spatial Plan (Official Herald of the Split-Dalmatian County, no. 1/03, 8/04, 5/05, 5/06 – correction, 13/07, 9/13 and 147/15 – correction)
  - The Town of Vis Spatial Development Plan (Official Herald of the Town of Vis, no. 1/10) and
  - The Urban Development Plan for the Češka vila T1 Hospitality-Tourism Zone (Official Herald of the Town of Vis, number 2/16, hereinafter: Češka vila (UDP) Urban Development Plan)
3. In the mentioned spatial plans, the Češka vila T1 Hospitality-Tourism Zone is defined as a hospitality-tourism intended zone outside of the settlement (T1) on an area of approx. 3.7 ha on the land, with a maximum capacity of 100 beds, with the ability to increase it by a maximum of 60 beds without amendments to the UPU, and a sea area directly adjacent to the landmass area as part of the Vis Port – St. George Bay (*uvala sv. Jurja*) which to a greater extent functions as a natural beachfront, and to a lesser extent, amounting to an area of approx. 4,000 m<sup>2</sup>, functions as a developed beachfront for which a concession is to be awarded.

4. Within the area of the Češka vila Project zone, the Urban Development Plan (*UPU* or *Urbanistički plan uređenja*) allows for the formation of spatial entities and spatial units determined by the position and physical characteristics on the land plots in the Vis cadastral municipality, specifically: part of cadastral plot number ZEM 5924/1, part of cadastral plot number ZEM 5931/63, part of cadastral plot number ZEM 5924/9 – maritime demesne and cadastral plot number ZEM 5924/10 – maritime demesne, mutually demarcated by other planned use or traffic areas.
5. The Češka vila Project will be realized within the area of spatial entity 1 with an approximate area of 17841 m<sup>2</sup>, spatial entity 2 with an approximate area of 18732 m<sup>2</sup> and spatial entity 4 with an approximate area of 530 m<sup>2</sup>, all situated on cadastral plot number ZEM 5931/63 and cadastral plot number ZEM 5924/1, and in the area of spatial units 3, part of spatial unit 6 and spatial units 9 and 10 situated on parts of cadastral plot number ZEM 5924/9 – maritime demesne and cadastral plot number ZEM 5924/10 – maritime demesne.

The investor for the Češka vila Project is obliged to construct and maintain, along the land edge of spatial units 7 and 8 on part of cadastral land plot ZEM 5931/64 – maritime demesne, a public promenade covering an approx. area of 1,475 m<sup>2</sup>.

6. More detailed information on conditions for realizing the Češka vila Project and submission of offers is contained in the tender documentation which will be offered for purchase to bidders.
7. The tender documentation in the Croatian and English languages can be obtained in electronic form from the Ministry of State Property's website upon providing proof of payment of the fee amounting to HRK 20.000,00 into the State Budget, account number: IBAN: HR1210010051863000160, model 64, referring to number: 9733-49608-OIB of the payee (foreigners: VAT ID no.).
8. The tender documentation is informative in nature and may not produce legal consequences.
9. Corrections and amendments to this Public Call and/or tender documentation will produce legal consequences if they are published in the same manner, and the amended tender documentation via register postal mail with a return receipt or through a notary public, submitted to all persons that have taken receipt of it.
10. Bidders are invited to inspect the public registers of properties (land title books, cadasters, registers of cultural assets of the Republic of Croatia – list of protected cultural heritage properties, list of cultural heritage properties of national significance and list of preventively protected heritage properties) for the purpose of gaining information on possible public-law restrictions.
11. Bidders will be given the opportunity to inspect the properties in the area of the zone every working day during the times of 7.00 am to 3.00 pm, subject to advance notification at the address: Grad vis, Trg 30. svibnja 1992. br. 2, 21480 Vis, via telephone number: +385 21 711 125, facsimile number: +385 21 711 063 or email

[gradvis@gradvis.hr](mailto:gradvis@gradvis.hr), no later than prior to expiration of the deadline for submission of offers.

## **CHAPTER 1 GENERAL SECTION**

### **CONDITIONS FOR REALIZATION OF THE PROJECT**

1. Property rights on the land plots within the area of the Češka vila (UPU) Urban Development Plan (part of cadastral plot number ZEM 5942/1 and part of cadastral plot number ZEM 5931/63) on which, based on acts for the implementation of spatial plans, construction plots will be formed for the construction of accommodation and associated tourism-hospitality facilities in accordance with the provisions of the Češka vila (UPU) Urban Development Plan, will be resolved with the investor by the establishment of construction rights, for a period of 50 years. A note is made that in the area, spatial entities 1 and 2 of the existing traditional building, are designated in the Češka vila (UPU) Urban Development Plan as numbers 9, 11 and 19, for which the investor is obliged to retain in the area along with their reconstruction and conversion into content in accordance with the provisions of the Urban Development Plan (UPU).

The initial amount of the yearly fee for establishing construction rights is HRK 1,430,000.00.

The contracted amount of the fee for establishing construction rights will be revalorized in accordance with changes on the property market after a period of 3 (three) years from the day of concluding the agreement on establishing construction rights.

2. The Češka vila facility with the necessary surrounding land plot which will be determined as a construction plot for the facility in the procedure for obtaining the permit for reconstruction and extension as well as conversion of the existing facility into a hotel in accordance with the provisions of the Češka vila (UPU) Urban Development Plan (hereinafter: Češka vila Hotel), will be handed over into the possession of the investor of the Project in line with the lease agreement for a period of 50 years.

The lease agreement will bind the investor to reconstruct and extend the existing facility in accordance with the provisions of the Češka vila (UPU) Urban Development Plan and special protection conditions provided by the relevant conservation department at the Ministry of Culture and to place the aforementioned facility into operation as a hotel, where the investor will be authorized to undertake all legal and other types of actions for that purpose.

The initial amount of the yearly lease fee for the Češka vila Hotel is HRK 180,000.00.

The contracted amount of the lease will be revalorized in accordance with changes on the property market after a period of 3 (three) years from the day of concluding the agreement on leasing the Češka vila Hotel.

3. The concession on maritime demesne for the purpose of construction and economic utilization of the maritime demesne plots, specifically cadastral plot number ZEM 5924/9 (part thereof) and 5924/10, entirely within the Vis cadastral municipality, will be awarded for a period of up to 50 years. The scope and manner of economic utilization of the maritime demesne is defined in the Češka vila (UPU) Urban Development Plan, where the respective content and conditions will be determined in more detail by an act of the Town of Vis, Class: 334-05/17-50/1, Refno: 2190/01-02-17-2 of 10 February 2017.

The initial amount of the yearly concession fee for the maritime demesne is: for the permanent section 8.00 HRK/m<sup>2</sup> of occupied maritime demesne, and for the variable part 3% of the total annual revenue achieved on the maritime demesne given into concession.

The permanent and variable part of the concession fee will be adjusted every three years on 1 June of the fourth year and applied from 1 January of the same year. The fee will be adjusted according to the formula:

$$K = \left[ \left( 1 + \frac{p_1}{100} \right) \times \left( 1 + \frac{p_2}{100} \right) \times \left( 1 + \frac{p_3}{100} \right) \right]$$

- a. K = factor for adjusting the permanent and variable part of the concession fee for each three-year period that follows upon concluding the lease agreement  
 p1 = inflation rate in the first year of the three-year period  
 p2 = inflation rate in the second year of the three-year period  
 p3 = inflation rate in the third year of the three-year period

Regardless of adjusting the prices for inflationary trends, and in the event that for the duration of the concession agreement the middle exchange rate of the Croatian National Bank for the Croatian kuna changes by +/-3% with respect to the EURO, the permanent part of the concession fee will also change in accordance with the exchange rate fluctuations.

4. A deadline totalling a duration of 36 months (3 years) is given for realization of the Češka vila Project, i.e. preparation for construction, the construction itself, categorization of the hotel (accommodation and hospitality facilities) and placing them into operation, where the deadline begins on the day after concluding the contract for realization of the Češka vila Project.

The deadline for preparing realization of the Češka vila Project, including obtaining the location and/or construction permits, with regard to the total deadline may not exceed 18 months, and which starts from the date of concluding the contract for realization of the Češka vila Project.

5. No later than 15 days from the expiry date of the preparatory period, the Ministry of State Property and the Ministry of Maritime Affairs, Transport and Infrastructure will conclude with the investor: an agreement on establishing construction rights, an agreement on leasing the Češka vila Hotel and an agreement on concession of maritime demesne, where the investor is obliged to pay the fees determined in the respective agreements from the date of concluding the stated agreements.
6. In the event that parts of the land plots included in spatial entities 1 and 2, as well as spatial unit 4, remain outside of the area of the newly-formed construction plots, easement rights will be established in favour of the investor on the respective parts.

The fee for establishing easement rights will be determined based on an independent court expert at the moment of concluding the agreement on establishing easement rights.

## **CONDITIONS FOR BIDDERS**

A bidder may be a legal person and/or founders of the bidder or a member of a consortium of bidders or interested parties who for the specific purpose establish a specific economic entity (hereinafter: bidder).

The bidder must:

- submit an offer for realization of the Češka vila Project which includes offering a fee for the purpose of establishing construction rights on the land plots in the respective area, offering a fee for concluding the agreement on leasing the Češka vila Hotel and offering a fee for the awarding of the concession on the maritime demesne for the purpose of construction and economic utilization.
- provide proof of satisfying conditions referred to in Article 17 of the Act on Maritime Demesne and Maritime Ports (Official Gazette no. 158/03, 100/04, 141/06, 38/09, 123/11 and 56/16), i.e.
  - that the bidder is registered for undertaking economic activities for which the concession is sought,
  - that the bidder possesses the appropriate technical, professional and organization capacities for utilizing the concession,
  - that the bidder has a guarantee for achieving the plan and programme for utilizing the concession,
  - that the bidder has settled all obligations from earlier concessions,
  - that a concession has not been withdrawn from the bidder as referred to in Article 30 of the Act on Maritime Demesne and Maritime Ports.
- provide proof of financial capacity and possession of financial resources necessary for realization of the respective project in the manner and within the deadlines determined in this Call.

## **THE OFFER**

1. The offer for realization of the Češka vila Project is submitted solely according to the form in the tender documentation.

2. The offer may not contain any amendments to the form and must bind the bidders up to the day of concluding the agreement on realization of the Češka vila Project with the most favourable bidder; insomuch as the Committee for Assessing Offers and Monitoring Realization of the Project as appointed by Decision of the Croatian Government on determining the conditions and publishing of the public call for submission of binding offers for realization of the Češka vila Hospitality-Tourism Project in the Town of Vis on the Island of Vis and on appointing the committee for assessing bids and monitoring realization of the Project, Class: 022-03/17-04/213, Refno: 50301-26/09-17-2 of 14 June 2017 (hereinafter: Committee for Assessing Offers) considers it justified, it may seek prolongation of the stated deadline.
3. The offer and appendices are submitted in written form, written using indelible print in the Croatian language and Latin script.
4. The offer must be signed by the person who is the legal representative of the bidder or the bidder's plenipotentiary.
5. The offer and appendices are submitted as originals or certified copies.
6. In addition to the appendices-documents in a foreign language, a translation into the Croatian language performed by an authorized court translator must also be attached.
7. The documents issued or certified by public authorities of another country must include a confirmation in accordance with Article 4 of the Hague Convention on Abolishing the Requirements of Legalization of Foreign Public Documents.
8. Each page of the offer and appendices must be bound as a whole with the designated sequential number of the pages and initialised by the signatory of the offer. The designations contain the sequential number of the page and the total number of pages in the offer (for example, 1/35; 2/35; 3/35 and so on).
9. Insomuch as the offer is submitted by a number of persons, they shall be deemed a single bidder. In that case, there will exist a presentation of their solidarity in civil liability with respect to the offer, and the agreement on realization of the Češka vila Project, if it is concluded with them (Article 42 of the Obligatory Relations Act, Official Gazette, no. 35/05, 41/08, 125/11 and 78/15).
10. For the purpose of providing a bid bond, the bidder shall pay a deposit in the amount of 1% of the offered value of the investment or submit an unconditional bank guarantee in the stated amount, payable upon first call, with a validity period up to the planned deadline for concluding the agreement on establishing construction rights, agreement on leasing the Češka vila Hotel and the agreement on awarding the concession on maritime demesne, at most for a period of 2 years.
11. The offer and information contained in the offer is deemed a trade secret up to the publishing of the tender results in accordance with Article 20 of the Privacy Act (Official Gazette, number 108/96), in relation to Article 34 of the Privacy Act (Official Gazette, number 79/07 and 86/12).

12. Offers not submitted in accordance with the given conditions will be rejected.
13. The bidder is not entitled to a reimbursement of costs incurred by the bidder in preparing the offer and appendices nor their submission.
14. The bidder whose offer is not chosen as the most favourable will be refunded the paid bid bond or bank guarantee within a period of 15 days from when the offer ceases to bind the bidder.
15. Alternative offers are not permitted.
16. The bidder may prior to expiration of the deadline for submission of offers submit amendments to the offer. Amendments to the offer are submitted in the same manner as the primary offer with a mandatory note that it involves amendments to the offer.
17. The bidder may prior to expiry of the deadline for submission of offers, issue a written statement on the withdrawal of the submitted offer. The written statement is submitted in the same manner as the offer with a mandatory note that it involves a withdrawal of the offer. In that event, the unopened offer is returned to the bidder.

## SUBMISSION OF OFFERS

The offer is submitted in a closed envelop denoting the sender and receiver along with a clear designation of the subject with the caution

**Do not open – offer for the realization of the Češka vila Hospitality-Tourism Project at the address: Ministry of State Property, Dežmanova 10, HR-10000 Zagreb, no later than 16 October 2017 at 23:59.**

## CRITERIA FOR SELECTING THE MOST FAVOURABLE BIDDER

The criteria for selecting the most favourable offer is the fee amount for establishing construction rights, the fee amount for leasing the Češka vila Hotel, and an assessment of the fee for concession of the maritime demesne.

The most favourable bidder is deemed to be the one with an offer that achieves the greatest sum of coefficients for criteria scored as follows:

A:	Criteria	
–	Coefficient of the offered fee for establishing construction rights and leasing the Češka vila Hotel	90%
–	Coefficient from the assessment of the offered fee for the concession	10%

The formulae and manner of calculating the criteria coefficients for each bidder:

a) The coefficient of the offered fee for establishing construction rights and leasing the Češka vila Hotel

$$\frac{90\% \times \text{the offered fee for construction rights and leasing the Češka vila Hotel}}{\text{highest offered fee amount for construction rights and leasing the Češka vila Hotel}}$$

b) The coefficient of the assessment of the offered fee for the concession =

$$\frac{10\% \times \text{the coefficient awarded on the basis of the assessment of the offer for the concession}}{\text{highest coefficient awarded on the basis of the assessment of the fee for the concession}}$$

The coefficient of the assessment of the offered fee for concession for the purpose of construction and economic utilization of maritime demesne will be evaluated by the relevant body in accordance with Article 23 of the Act on Maritime Demesne and Sea Ports, and the Committee will submit its Findings and opinion containing the rank list of offers, where the evaluation will be carried out according to criteria, formulae and manner of doing the calculations as stipulated in Article 21 of the Regulation.

#### **THE PROCEDURE FOR SELECTING THE MOST FAVOURABLE BIDDER AND CONCLUDING THE AGREEMENT ON REALIZATION OF THE ČEŠKA VILA PROJECT**

1. The committee for assessing offers will open offers registered at the Ministry of State Property prior to the submission deadline, on 23 October 2017 at 13:30 hours.
2. The opening of offers may be attended by the bidders or their legal representatives or plenipotentiaries.
3. The most favourable bidder will be deemed the bidder whose offer achieves the greatest sum of criteria coefficients scored in the manner referred to in the chapter "Criteria for Selecting the Most Favourable Bidder"
4. In the event that two or more bidders have an identical sum of coefficient criteria for selection as the most favourable offer, priority is given to the bidder who has offered the highest fee amount for establishing construction rights.
5. The committee for assessing offers will no later than by 13 November 2017 determine the rank list of bidders and the Croatian Government will propose making the Decision on Selection of the Most Favourable Bidder-Investor and award the concession on maritime demesne in the Vis cadastral municipality.
6. Within a period of eight days of submitting the Decision by the Croatian Government on selection of the most favourable bidder, the rank list of bidders will be submitted via registered postal mail and a return receipt or through a notary public to all bidders on the rank list.



7. The committee for assessing offers will, within a period of 30 days of the Croatian Government making the decision, invite the most favourable bidder in order to conclude the Agreement on Realization of the Češka vila Project.
8. If the most favourable bidder withdraws from the offer or within the determined period does not respond to the call to conclude the agreement on realization of the Češka vila Project, that bidder will lose the right to a refund of the bid bond, and if that bidder has submitted a bank guarantee, the Ministry of State Property is authorised to collect payment from it.
9. In the event that the most favourable bidder withdraws from or within the determined period does not conclude the agreement on realization of the Češka vila Project, the most favourable bidder will be deemed the next bidder on the rank list of bidders, if that next bidder accepts to pay the fee offered by the most favourable bidder who withdrew, and so in turn for each bidder.
10. The committee for assessing offers is authorized to propose to the Croatian Government that none of the received offers be selected and that the conducted procedure be cancelled with an explanation of such a proposal.

## CHAPTER 2

### **NOTICE OF THE INTENTION TO AWARD THE CONCESSION FOR THE PURPOSE OF CONSTRUCTION AND ECONOMIC UTILIZATION OF THE MARITIME DEMESNE ON PART OF THE VIS CADASTRAL MUNICIPALITY, FOR THE PURPOSE OF REALIZATION OF THE ČEŠKA VILA HOSPITALITY-TOURISM PROJECT AT THE ST. GEORGE (SV. JURAJ) LOCATION IN THE TOWN OF VIS**

Part of the offer relating to the concession for the purpose of construction and economic utilization of maritime demesne in part of the Vis cadastral municipality must represent a separate entity.

1. The area which is given into concession for the purpose of construction and economic utilization of maritime demesne in part of the Vis cadastral municipality includes parts of cadastral land plot ZEM 5922/9 and cadastral land plot ZEM 5924/10 of the Vis cadastral municipality in spatial units 3, parts 6, 9 and 10, as well as part of the sea area and marked by a polygon of points shown in the HTRS96 projection, as follows:

<b>SPATIAL UNIT 3 &amp; PART OF SPATIAL UNIT 6</b> land part with an area of 281 m <sup>2</sup>		
<b>Point number</b>	<b>Y (m)</b>	<b>X (m)</b>
1	475904.8691	4769617.9339

2	475906.5244	4769620.8313
3	475908.3455	4769623.8454
4	475920.5339	4769617.2945
5	475918.8896	4769614.7378
6	475917.3356	4769612.1254
7	475915.8737	4769609.4603
8	475914.5057	4769606.7457
9	475914.2362	4769606.1819
10	475910.7083	4769598.7304
11	475899.3440	4769605.1517
12	475900.7198	4769608.4483
13	475902.2493	4769611.5789
14	475903.2655	4769614.9035
<b>SPATIAL UNIT 10</b> land part with an area of 1944 m <sup>2</sup>		
<b>Point number</b>	<b>Y (m)</b>	<b>X (m)</b>
15	476019.7232	4769810.8620
16	476009.0848	4769812.9612
17	476000.1896	4769815.2663
18	475995.6953	4769816.3444
19	475995.7000	4769816.3433
20	475986.9379	4769818.9870
21	475978.0954	4769821.5877
22	475970.4350	4769822.5520
23	475963.4905	4769822.8902
24	475957.2797	4769821.0904
25	475953.9803	4769817.3834
26	475951.5437	4769819.2099
27	475936.7669	4769799.1545
28	475924.8613	4769802.4580
29	475923.9827	4769799.1545
30	475939.3214	4769794.6130
31	475953.2427	4769813.3405
32	475963.5591	4769811.0423
33	475964.3389	4769814.9650
34	475972.0985	4769808.9776
35	475973.0610	4769807.8685
36	475995.8662	4769797.1452
37	475995.9325	4769796.0861
38	475995.8497	4769795.9277
39	475995.6855	4769795.6907
40	475995.5970	4769795.2125

41	475995.5042	4769794.4944
42	475995.4887	4769793.6151
43	475995.4759	4769792.8957
44	475995.3846	4769792.2576
45	475995.3548	4769790.5788
46	475995.1793	4769789.7023
47	475995.0051	4769788.9058
48	475996.2763	4769780.5113
49	475997.7746	4769780.4452
50	475997.3201	4769779.5887
51	475997.3845	4769778.7080
52	475997.0639	4769778.1115
53	475996.9778	4769777.1462
54	475994.2201	4769775.8451
55	475995.4231	4769772.2639
56	475999.4125	4769773.8875
57	475999.7689	4769773.3080
58	476000.0605	4769771.7035
59	476000.2934	4769771.2996
60	476000.7421	4769769.5324
61	476001.6247	4769768.5139
62	476002.1003	4769765.2251
63	476015.4516	4769767.6294
64	476015.6058	4769770.0509
65	476022.4214	4769771.3734
66	476025.4938	4769772.9095
67	476022.7398	4769790.8274
68	476019.8346	4769810.1221
<b>SPATIAL UNIT 9</b> land part with an area of 3329 m <sup>2</sup> and a sea area of 4148 m <sup>2</sup>		
<b>Point number</b>	<b>Y (m)</b>	<b>X (m)</b>
69	476053.6100	4769893.6446
70	476051.6156	4769889.5708
71	476045.3139	4769877.3628
72	476045.7816	4769876.6322
73	476047.2516	4769875.1463
74	476048.7918	4769874.1368
75	476052.2472	4769871.5701
76	476053.9859	4769870.2786
77	476059.9188	4769865.8716
78	476072.4494	4769856.5638

79	476075.4304	4769855.5777
80	476077.7778	4769856.1631
81	476179.9490	4769910.5013
82	476202.8158	4769918.9196
83	476207.5430	4769920.6938
84	476221.1492	4769927.1561
85	476222.5588	4769930.3590
86	476215.3907	4769933.3383
87	476207.2391	4769935.2931
88	476193.4656	4769938.5962
89	476189.5817	4769940.7011
90	476183.0379	4769944.2476
91	476140.2106	4769945.3107
92	476084.1979	4769923.4732

2. The area of the maritime demesne given into concession amounts to 9703 m<sup>2</sup>, of which 5554 m<sup>2</sup> is land area, and 4148 m<sup>2</sup> of sea area.  
The extent of the sea area given into concession is shown in the presentation of the Češka vila (UPU) Urban Development Plan.  
The concession is given for a period of up to 50 (fifty) years counting from the day of concluding the concession agreement.
3. The mandatory appendix to the offer contains the following documents in their original form:
  - 3.1. Proof of the bidder's capacity:
    - Excerpt from the court register of the commercial court or excerpt from the trades and crafts register with the entered business activity for which the concession is sought, where the excerpt may not be older than 30 days
    - The appropriate confirmation proving that no bankruptcy or pre-bankruptcy proceedings have been initiated, that it is not in liquidation proceedings, nor that it is in the process of suspending business activities
    - Information on creditworthiness (BON 1) except for businesses obligors for income tax and newly-founded companies and businesses
    - Information on solvency (BON 2 – for the bidder's main account) and a confirmation from the relevant tax administration on paid due obligations based on public contributions, where such information is not older than 30 days
    - A statement as to whether the bidder has fulfilled all obligations from other concessions if possessing or having held any concessions
    - A statement as to whether the bidder has previously had a concession confiscated as referred to in Article 30 of the Act on Maritime Demesne and Maritime Ports
    - A statement indicating that against the bidder or persons authorized for representation there are no final conviction exists for one or more criminal offenses in the area of corporate crime.

- 3.2. The offered amount of the permanent and percentage of the variable part of the concession fee, whereby the initial amount of the permanent part of the concession fee amounts to 8.00 kn per square meter of occupied maritime demesne (including the sea area), where the initial amount of the variable part of the concession fee amounts to 3% of revenue that the bidder achieves in undertaking hospitality-tourism activities and providing services on the maritime demesne given in concession.
  - 3.3. The study on economic feasibility which is drafted according to the content and form in the documentation for the public collection of offers. The total value of the investment which is planned in the study on economic feasibility is deemed to be an investment in fixed assets.
  - 3.4. The guarantee from a commercial bank as a bid bond amounting to 1% of the offered value of the investment with a validity period up to the planned deadline for concluding the concession agreement is to be at most two years.
  - 3.5. The letter of intent from a commercial bank in its original form that it will issue a performance guarantee for fulfilment of obligations from the concession agreement which will be concluded with the selected bidder in the amount of 5% of the offered value of the investment with a validity period of six months longer than the planned deadline for completion of the investment cycle.
  - 3.6. A certificate from the relevant body for the issuing of location permits that the project is shown in the conceptual design as planned in the spatial development documents.
  - 3.7. The conceptual design of the project in the area of the maritime demesne drafted by an authorized design engineer in accordance with spatial planning documents and the study on economic feasibility.
4. Preparation of the rank list of bidders will be conducted based on the following criteria and manner of scoring:
- offered amount of the permanent part of the concession fee – 30%
  - offered amount of the variable part of the concession fee – 30%
  - offered amount of the total investment value according to the study on economic feasibility – 40%

Each element of the offer is evaluated separately, and the total sum of the assessment based on criteria may not exceed 1,000.

The variable part of the concession fee is calculated in its absolute value according to the recorded total revenues from the study on economic feasibility, and for the duration of the concession.

Formulae and manner of doing the calculations:

a) Coefficient of the permanent part of the concession =

30% x offered amount of the permanent part of the concession fee

highest offered amount of the permanent part of the concession fee

b) Coefficient of the variable part of the concession:

$$\frac{30\% \times \text{offered amount of the variable part of the concession fee}}{\text{highest offered amount of the variable part of the concession fee}}$$

c) Coefficient of the entire investment =

$$\frac{40\% \times \text{offered amount of the entire investment}}{\text{highest offered amount of the entire investment}}$$

### **CHAPTER 3 APPENDICES TO THE OFFER**

#### **GENERAL SECTION**

The Bidder is obliged to submit:

1. Documents that contain fundamental information on the bidder; (a) for citizens and legal persons that are established according to the laws of the Republic of Croatia: document on identification and on the personal identification number, residence and citizenship; for legal persons: documents proving the entity's legal personality – excerpt from the court register; (b) for foreign citizens and legal persons: official documents proving their legal personality and residence, or headquarters and citizenship.
2. Documents that prove the non-existence of their debt regarding any public contributions in the Republic of Croatia; the document will be deemed acceptable if issued no later than thirty days prior to expiration of the deadline for submission of offers.
3. Documents proving solvency; domestic legal persons, according to the regulations of the Republic of Croatia, whereas foreign legal persons, according to the regulations of their host country, for all participants in the offer.
4. Documentation that proves financial capacity and the possession of financial resources essential for the realisation of the respective project, in the manner and within the deadlines defined in the Call.
5. Proof of payment of the bid bond for the Offer in the amount of 1% of the planned investment or an unconditional bank guarantee – which is irrevocable and payable upon first call, which produces consequences up until the concluding of the agreements: on establishing construction rights, leasing and concession on maritime demesne – and which is irrevocable and payable upon first call.
6. A certified statement that the party shall reimburse the costs of drafting the spatial plans which are the condition for realization of the Češka vila Project, inasmuch as is

necessary for realization of the project to make amendments to some of the spatial plans in force at the time of the publishing of this Public Call.

## **APPENDICES ACCOMPANYING CHAPTER 1 OF THE PUBLIC CALL**

The Bidder is obliged to also submit:

1. An offer for realization of the Češka vila Project which includes offering the fee for establishing construction rights on the land plot in the area of the project, offering the lease fee for concluding the agreement on leasing Češka vila Hotel, and offering a fee for awarding the concession for the purpose of construction and economic utilization of the maritime demesne.
2. The plan for investing in the realization of the Češka vila Project such that the accommodation capacities must achieve a category of at least 4 stars.
3. The business plan for the Češka vila hospitality-tourism complex covering a period of 10 years, drafted according to best practice standards.
4. Proof of financial capacity and possessing the financial resources for realization of the Project in the contracted manner and within the contracted deadlines, including a letter of intent from a commercial bank that it intends to issue the bank guarantee which will secure realization of the Češka vila Project in accordance with the submitted investment plan, in the amount of 5% of the planned investment for the period up to completion of the project. If the investor intends to realize the project in phases according to the investment plan, the bank issuing the letter of intent shall issue the guarantee in the amount of 5% of the investment value for each phase and a validity period of 6 months longer than the planned completion of a particular phase or the entire project. The guarantee must also cover a performance guarantee for completion of the work and a performance guarantee for fulfilling obligations from the agreement on realization of the Češka vila Project which will be concluded with the most favourable bidder including also the obligation to conclude the agreements as defined in that agreement, and which is irrevocable and payable upon first call.
5. The issuer of the letter of intent and bank guarantee must be a bank which in the year prior to the publishing of this call had a credit rating of at least BBB according to the Standard and Poor's Bank Rating Guide or a bank that operates in the Republic of Croatia and which based on the revised financial report on 31 December 2016 presented the value of all assets that exceeded HRK 10,000,000,000.00.

The stated conditions for the bank issuing the letter of intent apply in the appropriate manner to the bank issuing the bank guarantee for the bid bond in the amount of 1% of the investment value.

## **APPENDICES ACCOMPANYING CHAPTER 2 OF THE PUBLIC CALL**

The bidder is obliged to submit the mandatory Appendix relating to the issuing of the concession for the purpose of construction and economic utilization of the maritime demesne as defined in Chapter 2, Item 3 of this Call.