



Port of Zadar Authority  
Gaženička cesta 28 A  
23 000 Zadar

# **CONCESSION TENDER DOCUMENT**

**for a concession award procedure for providing services to passengers, use and maintenance of port infrastructure and port superstructure facilities on the port area open for public transport of particular (international) economic interest for the Republic of Croatia – Port Gaženica, Zadar.**

***(INFORMATIVE TRANSLATION)***

Zadar, November 2017.

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## DEFINITIONS:

**“Contracting authority”** means the Port authority Zadar;

**“Concessionaire”** means an economic operator elected as a tenderer with the most economically advantageous tender, who has been awarded a concession on the contracting authority’s decision and has signed the concession agreement.

**“Luka Gaženica”** means the port open to public traffic of particular (international) economic interest for the Republic of Croatia Gaženica – the passenger port, which was selected by the Regulation on classification of ports open to public traffic in the area of the Zadar County (“Official gazette” No. 29/13, 49/13, 135/14);

**“The port area of the port Gaženica”** means a part of the maritime demesne within the borders of the port area as defined by the Decision on founding of the Port of Zadar Authority (“Official Gazette” No. 19/97, 67/02, 154/03, 132/06, 127/07, 155/13, 83/15);

**“Concession scope”** means a part of a port area of the port Gaženica on which concessionaire has been awarded a concession.

**“Terminal”** means a part of the port area of the port Gaženica under the concession scope consisting of:

1. property and port infrastructure facilities used for boarding and disembarking of passengers and vehicles in international liner maritime traffic (waiting area, pre-boarding waiting area, terminal area, waiting area for personal vehicle examination, pre-custom waiting area)

2.-Terminal main building

Marked with red colour on the graphical record of the concession scope, as indicated in the attachment to this Concession document.

**“Terminal main building”** means a port superstructure facility placed within the concession scope with the purpose of boarding and disembarking passengers and vehicles in coastal liner maritime traffic; passengers and vehicles in international liner maritime traffic; passengers in international cruise liner maritime traffic; including access bridge (skyway), everything as defined in the Concession Document;

Whenever a term “Terminal” is mentioned in the provision of the contract, the “terminal main building” should be included in the meaning, unless it is excluded by the wording of the provision.

**“Parking lot”** means a part of the port area of the port Gaženica placed within the concession scope, outside the terminal which consists of maintained and fenced area with no more than 300 parking places marked with horizontal signals in accordance with the technical requirements defined by the law, with explicit purpose of multiday parking for passengers in international occasional maritime transport, marked with orange mark on the graphical record of the concession scope attached to the Concession document.

**“Costal Liner maritime traffic”** means a transport of passengers, cargo and vehicles in internal waters and territorial waters of the Republic of Croatia, performed on the previously established lines according to publicly disclosed maritime traffic schedule terms and price list.

**“International liner maritime traffic”** means a transport of passengers, vehicles and cargo with a RO-RO ships, which connects the Port Gaženica with a port outside of the Republic of Croatia, performed on previously established lines.

**“Occasional international maritime traffic”** means a transport of passengers, including baggage, with foreign cruising ships (cruiser) which sail into the port Gaženica as a departure port (“home port”) or sail into the port Gaženica in transit.

**“RO-RO ship”** means a passenger ship which can load or disembark vehicles from the ship or on the ship.

**“Legal regulations”** means laws and regulations of the central and regional units of the Central State Administration, Local and Regional authority’s regulations, regulations of the legal entity with public authority, general acts of the Contract authority and other regulations which regulate the Concession in the Republic of Croatia when the Contract is performed.

**“Contract addendum”** means a written contract which changes or amends this Concession contract and which is accepted and signed by both parties after the enforceability of the decision on changing/amending of the Decision on concession award.

## 1. GENERAL PROVISIONS

### 1.1. General information on the Contracting authority

Name and seat of the Contracting authority, personal identification number:

THE PORT OF ZADAR AUTHORITY

Gaženička cesta 28a (Zadar)

23000 Zadar

PIN: 03457471323

### 1.2. Contact department and person in charged for economic operators:

Đoni Štambuk, Director assistant

the Port of Zadar Authority

Gaženička cesta 28a

23000 ZADAR

tel: 385 23 201 201

fax: 385 23 201 212

### 1.3. The concession record number

This concession has been registered under the file number KN-02/2017.

### 1.4. List of the economic operators with the conflict of interests pursuant to the public procurement rules

In accordance with Art 80 of the Public Procurement Act ("Official Gazette" No. 120/16) the Contracting Authority is in the conflict of interests with the following economic operators:

MAGNOLIA d.o.o., ZADAR, Crno bb.

ODVJETNIČKI URED Smiljan Bakočević, Mihe Klaića 9, 23000 Zadar,

ODVJETNIČKI URED Josipa Bakočević, Mihe Klaića 9, 23000 Zadar,

CROSI d.o.o. Rava, Mala Rava 1, 23283 Rava,

ASTA YACHTING d.o.o. Zadar, Put Murata 1, 23000 Zadar

SAS VEKTOR d.d. Poličnik, Poslovna zona Grabji, Poličnik, 23000 Zadar ,

SB ANDIS d.o.o. Zadar, Put Murata 1, 23000 Zadar.

### 1.5. Estimated concession value

Concession value is estimated in the amount of HRK 113.183.146,72.

### 1.6. Type of the concession

According to the general legislation and the classification, the concession is classified as services concession. According to the sectorial legislation, the concession is classified as the concession for providing port activities and other economic activities, which requires use of

existing buildings and other port infrastructure and superstructure facilities within the port area.

## 2. INFORMATION ON THE SUBJECT-MATTER OF THE CONCESSION

### 2.1. Description of the subject -matter

The subject-matter of the concession includes providing port services for reception and directing vehicles with a purpose to load and disembark vehicles from the port area, to board and to disembark the passengers using port's transshipment equipment and providing other economic services to passengers.

### 2.2. Subject-matter and nomenclature pursuant to CPV

When identifying a subject-matter of the concession pursuant to the Common Procurement Vocabulary (CPV) as adopted by Regulation (EC) No 2195/2002 of the European Parliament and of the Council, as amended by the Regulation (EC) No 596/2009, the subject matter shall be identified by a nomenclature as it follows:

**63721500-4** Passenger terminal operation services.

### 2.3. Types of services included in the subject-matter:

The concession includes following categories of services provided to the passengers:

#### 1. PORT'S MAIN SERVICES

- reception and directing vehicles with purpose of loading and disembarking from maintained port areas serving for the international liner maritime traffic purposes.
- reception and directing passengers using port's transshipment equipment serving for the international liner and occasional maritime traffic purposes
- loading and unloading a baggage

#### 2. OTHER ECONOMIC SERVICES

- providing other economic services in function to the main services, especially but not explicitly:
  - organizational services and parking charge services
  - selling travel tickets services
  - hospitality services of preparing and serving food, drinks and beverages, except accommodation services
  - rental services for cars, motorcycles, scooters and bicycles
  - Touristic agencies services, except organizational services for acceptance and transfer of the passengers by the bus;
  - wireless internet services
  - Other services for selling the goods or providing secondary services (e.g. souvenir shop, post office etc.)

Services described in the para 1. point 1. and para 2. subpoint 1. (Organisational services and parking fare collection services) may be provided only to the international liner maritime traffic passengers and to the international occasional liner maritime traffic passengers.



Services described in the para 1. point 2 (except subpoint 1.) may be provided only to the coastal liner maritime traffic passengers, the international liner maritime traffic passengers and the international occasional liner maritime traffic passengers.

When during the performance of the contract it appears necessary to provide other services regulated in the Art 5 of this contract, which are not listed in this subsection, the contracting authority and the concessioner may conclude the addendum to the contract without conducting a new awarding concession procedure, pursuant to Art 62. of the Concession Act ("Official Gazzete" No. 69/17).

#### 2.4. Technical specifications

Technical specifications are attached to the Concession document.

#### 2.5. Providing services terms

Services should be provided in accordance with the principals of functionality and accessibility and in the best interest for the passengers.

In order to satisfy mentioned principals, the Concessioner needs to manage the Terminal main building, which is a uniform, functional facility of port superstructure, including the technology for boarding and disembarking the passengers of the Coastal liner maritime traffic.

The Terms are defined in the Concession Agreement. A draft of the Concession Agreement forms a part of the Concession document.

#### 2.6. Terms for subcontracting and awarding of sub-concessions

The concessioner may conclude a sub-contract with the third party in the duration of the concession agreement for:

1. providing some of the other economic services described in the subsection 2.2. point 2. of the Concession document.

2. providing secondary services

The concessionaire may not conclude the subcontract with a purpose to unduly avoid obligations set in the Concession contract or with a purpose to subcontract the obligations from the Concession contract.

The contracting authority needs to give a written permission to the concessionaire prior to conclusion of the subcontract.

When the concessionaire during duration of the Concession contract wishes to change a sub-concessionaire or to change the subcontract, the concessionaire needs to get a written permission from the Contracting authority.

The subcontractor is entitled to gain profit from obtained services from the subcontract or the sub-concession.

Concessionaires profit includes the profit from the subcontract/sub-concession and the concession fee shall be determined based on a total amount of the profits. Subcontract or sub-concession fees shall be equivalent to the value of the subcontract or the sub-concession.

The duration of the sub-concession contract cannot be longer than the duration of the concession contract.

The concessionaire is fully responsible for performance of the Concession contract regardless the involvement of the subcontractor.

#### 2.7. Deadline for commencement of services

The concessionaire needs to commence with the services within the deadline set in the Concession Contract.

#### 2.8. Duration of the contract

The Concession Contract is the fixed-termed contract in duration of 20 (twenty) years.

### 3. CRITERIA FOR QUALITATIVE SELECTION OF ECONOMIC OPERATOR

#### 3.1. Grounds for exclusion of economic operator

##### 3.1.1. Mandatory exclusion grounds for economic operator

The contracting authority must exclude the economic operator from the participation in the concession award procedure when they have established:

1) that the economic operator established in the Republic of Croatia, or a member of the administrative, management or supervisory body, or a person with authority to represent, to make decisions or to supervise the economic operator who is Croatian citizen has been convicted by a final judgment for one of the following reasons:

a) Participation in a criminal organisation, as defined in:

a. Art 328 (criminal organisation) and Art 329. (committing a crime as a member of the criminal organization) of the Criminal Code;

b. Art 333 (conspiracy to commit a criminal offence) of the Criminal Code ("Official Gazette" No. 110/97, 27/98, 50/00, 129/00, 51/01, 111/03, 190/03, 105/04, 84/05, 71/06, 110/07, 152/08, 57/11, 77/11 and 143/12)

b) Corruption, as defined in:

a. Art 252 (receiving a bribe in economic transactions), Art 252 (offering a bribe in economic transactions), Art 254 (Abuse in a public procurement procedure), Art 291 (abuse of position and authority), Art 292 (unlawful favourable treatment), art 293 (receiving a bribe), art 294 (offering a bribe), Art 295 (trading in influence) and art 296 (Offering a bribe for trading in influence) of the Criminal Code;

b. Art 294a (receiving a bribe in economic transactions), Art 294b (offering a bribe in economic transactions), Art 337 (abuse of position and authority), Art 338 (abuse in Performing Governmental Duties), Art 343 (Illegal Intercession), Art 347 (receiving a bribe), Art 348 (offering a bribe) of the Criminal Code ("Official Gazette", No. 110/97, 27/98, 50/00, 129/00, 51/01, 111/03., 190/03., 105/04., 84/05., 71/06., 110/07., 152/08., 57/11., 77/11., 77/11 and 143/12);

c) Fraud as defined in:

a. Art 236 (fraud), Art 247. (fraud in economic transactions), Art 256 (evasion of taxes and customs) and Art 258. (subsidy fraud) of the Criminal Code;

b. Art 224 (Fraud), Art 293 (fraud in economic transactions) and art 286 (evasion of taxes and other costs) of the Criminal Code ("Official Gazette", No. 110/97., 27/98., 50/00., 129/00., 51/01.,111/03.,190/03., 105/04., 84/05., 71/06., 110/07., 152/08., 57/11., 77/11 and 143/12);

d) Terrorist offences or offences linked to terrorist activities, as defined in:

a. Art 97 (terrorism), Art 99 (public incitement to terrorism), Art 100 (recruitment for terrorism), Art 101 (Training for terrorism) and Art 102 (terrorist association) of the Criminal Code;

e) Money laundering or terrorist financing, as defined in:

a. Art 98 (terrorist financing) and Art 265 (money laundering) of the Criminal Code;

b. Art 279 (money laundering) of the Criminal Code ("Official Gazette" No. 110/97., 27/98., 50/00., 129/00., 51/01.,111/03.,190/03., 105/04., 84/05., 71/06., 110/07., 152/08., 57/11., 77/11 and 143/12);

f) Child labour and other forms of human trafficking as defined in:

a. Art 106 (human trafficking) of Criminal Code

b. Art 175 (human trafficking and slavery) of Criminal Code ("Official gazette" No. 110/97., 27/98., 50/00., 129/00., 51/01.,111/03.,190/03., 105/04., 84/05., 71/06., 110/07., 152/08., 57/11., 77/11 and 143/12); or

2) when the economic operator is in a liquidation process or where its business activities are suspended.

Contracting authority must exclude an economic operator from participating in a concession award procedure when the economic operator who is not established in the Republic of Croatia, or when a member of the administrative, management or supervisory body, or a person with authority to represent, to make decisions or to supervise the economic operator and who is not Croatian citizen has been the subject of a conviction by final judgment for any of the reasons listed in the para 1, points a) to f) of para 1. The economic operator must be excluded when there is a final judgement for a criminal act, which pursuant to regulation of the country of establishment or citizenship and pursuant to the provision of the Art 57. Para 1. Point a) to f) of the Eu Directive 2014/24/EU represents a reason for exclusion.

Any economic operator that is in one of the situations may provide evidence to the effect that measures taken by the economic operator are sufficient to demonstrate its reliability despite the existence of the relevant ground for exclusion. If such evidence is considered to be sufficient, the economic operator concerned shall not be excluded from the procedure.

For this purpose, the economic operator shall:

a) prove that it has paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct,

b) clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities

c) taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The measures taken by the economic operators shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered to be insufficient, the economic operator concerned shall receive a statement of the reasons for that decision.

The economic operator shall not be excluded from the concession award procedure when the contracting authority decides that measures taken are sufficient.

Contracting authorities shall exclude the economic operator from participation in a concession award procedure where it is aware that the economic operator is in breach of its obligations relating to the payment of taxes or social security contributions in the Republic of Croatia or in the country in which it is established, unless the payment was excluded or delayed in accordance with the specific regulations.

The economic operator who has been excluded by a final judgment from the concession award procedures shall be excluded for period of 5 years, counting from the day of publishing the final the judgement, unless it is stated differently in the judgement.

Contract Authority must exclude the economic operator from the concession award procedure if the economic operator has illegally used the maritime demesne and/or damaged the maritime demesne, unless the economic operator previously has repaired the damages or returned illegally gained profit.

In the case of a consortium, every member of the group needs to satisfy requirements described in this section as well as sub-concessionaire and subcontractors.

### 3.1.2. Other reasons for exclusion of economic operator from a concession award procedure

Contracting authority shall exclude from participation in a concession award any economic operator if one of the following conditions is fulfilled:

- 1) where the contracting authority can demonstrate by any appropriate means a violation of applicable obligations in the fields of environmental, social and labour law, collective agreements, especially violation of obligation to pay agreed wages, or by the international environmental, social and labour law provisions listed in Annex XI of the Public Procurement Act.
- 2) where the economic operator is bankrupt or is the subject of insolvency or winding-up proceedings, where its assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under national laws and regulations
- 3) where the contracting authority can demonstrate by appropriate means that the economic operator is guilty of grave professional misconduct, which renders its integrity questionable;
- 4) where the contracting authority has sufficiently plausible indications to conclude that the economic operator has entered into agreements with other economic operators aimed at distorting competition;
- 5) where the economic operator has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with

a contracting entity or a prior concession contract which led to early termination of that prior contract, damages or other comparable sanctions

Any economic operator that is in one of the situations may provide evidence to the effect that measures taken by the economic operator are sufficient to demonstrate its reliability despite the existence of the relevant ground for exclusion. If such evidence is considered to be sufficient, the economic operator concerned shall not be excluded from the procedure.

For this purpose, the economic operator shall:

a) prove that it has paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct,

b) clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities

c) taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The measures taken by the economic operators shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered to be insufficient, the economic operator concerned shall receive a statement of the reasons for that decision.

The economic operator shall not be excluded from the concession award procedure when the contracting authority decides that measures taken are sufficient.

The economic operator who has been excluded by a final judgment from the concession award procedures shall be excluded for period of 3 years, counting from the day of publishing the final the judgement, unless it is stated differently in the judgement.

In the case of the consortium, the exclusion criteria will be checked for every member of the group.

Provisions from this subsection will be adequately applied on the subcontractors and the sub-concessionaires.

### 3.2. Selection criteria for an economic operator

#### 3.2.1. Suitability to pursue the professional activity

In a concession award procedure an economic operator shall prove that it is registered in the company register, the craftsmen register, the register of profession or other relevant register of the country in which the economic operator is established.

The economic operator shall have registered activity for providing services included in the subject-matter of concession.

When an economic operator needs to have a particular authorisation or to be a member of a particular organisation in order to be able to perform in the country of origin, the economic operator needs to prove that it has such authorisation or membership.

In case of consortium, at least one member of the group who will perform the services, shall satisfy the requirements of this point.

Provisions set in this subsection shall apply accordingly to the sub-concessionaires and the sub-contractors.

### 3.2.2. Economic and financial standing of economic operator

Economic operator shall prove that it has sufficient economic and financial capacity which ensures that the economic operator is economically and financially capable to perform the contract and that it possesses a sufficient financial means or a financial resource necessary for finalising plan, agenda and investment.

In order to prove its economic and financial capability, economic operator shall demonstrate the following:

1. that in last three consecutive years its income, gained from the activity equivalent to the subject-matter of the concession, was at least HRK 200.000.000,00 per year (or in a currency equivalent to a medium exchange rate of Croatian National Bank);

2. that according to BON2 form, the economic operator's main account was not under preservation longer than 15 consecutive days during last 6 months.

Contracting authority prescribes economic and financial criteria in order to minimise the risks of acquiring equipment, to ensure that the workers will be duly paid and the passengers will be properly and regularly served. Contracting authority trusts that those criteria will show the economic indications connected to the subject-matter and relevant for the concession and which indications are important for the performance of the Concession contract. The conditions are relevant for displaying financial stability and creditworthiness of the economic operator, important for presenting that the economic operator would be capable to fulfil current and future obligations coming out from the Concession contract.

### 3.2.3. technical and professional ability of economic operator

Economic operator shall prove that it satisfies technical and professional criteria which ensures that the economic operator possesses the necessary human and technical resources and experience to perform the contract to an appropriate quality standard.

In order to prove its technical and professional ability, economic operator shall demonstrate the following:

1. that in the last three years has concluded a concession contract, i.e. it has a valid concession contract or other contract with the same or similar subject matter in relation to the main subject- matter of the concession described in the sections 2.1. and 2.2. of this Concession document (providing port services for reception and directing vehicles with a purpose to load and disembark vehicles from maintained port areas, to load and disembark the passengers using port's transshipment equipment), which he provides on at least three maritime-passenger terminals;

2. that in the last three years he has concluded at least two valid contracts with vessel operators which conduct occasional international maritime traffic (cruising) for providing services which fall within the scope of the subject-matter of the concession described in the subsections 2.1. and 2.2. of the Concession document (loading and unloading passengers using port's loading equipment).

### 3.2.4. Criteria according to specific provisions

Tenderer needs to prove that the specific provisions pursuant to Art 68 in connection to Art 17 para 3 And 4 of Maritime Domain and Seaports Act have been fulfilled (Official gazette No 158/03,100/04, 141/06,38/09,56/16), that is:

- 1) that it is registered for the economic activity for which the concession is offered;
- 2) that it possesses the necessary technical, professional and organizational abilities for performing the Concession contract;
- 3) that it has a guaranty for the realization of the plan and programme of the Concession;
- 4) that all the obligations from earlier concessions has been settled;
- 5) that a concession was never revoked from him in accordance with Art 30 of the Maritime Domain and Seaports Act (Official gazette No 158/03,100/04, 141/06,38/09,56/16), or that a concession contract was not terminated by a contracting authority's decision based on grounds prescribed in Art 73 of the Concession Act ("Official Gazette" No. 69/17);
- 6) that he never illegally exploited maritime welfare or/and caused damages to maritime welfare without repairing the damages or returning illegally gained profit;

### 3.3. Demonstrating the criteria for a qualitative selection of economic operator

#### 3.3.1. Preliminary evidence of satisfying a qualitative selection of economic operator

Economic operator submits European Single Procurement Document (ESPD) as a preliminary evidence for fulfilment of requirements for a qualitative selection.

The ESPD shall be submitted on a standard form.

Where the economic operator relies on the capacity of other entity, it is obliged to submit the ESPD with full information on that entity together with the offer.

Economic operator is obliged to give and specify all the information required in the ESPD.

Information on every issuer of the supplement documents should be listed in the ESPD. Also, the ESPD contains the economic operator's at which it states that it will be able, upon request and without delay, deliver the supporting documents to the contracting authority.

Where the contracting authority can obtain the supporting documents directly by accessing a database, the ESPD shall also contain the information required for this purpose, such as the internet address of the database, any identification data and, where applicable, the necessary declaration of consent.

The economic operator who offered the most economically advantageous tender is obliged to deliver the updated supporting documentation within a reasonable time, not less than 5 days after contracting authority's request, pursuant to the subsection 3.3.2. of the Tender Specification, unless the contracting authority already possesses the documentation.

If the economic operator with the most economically advantageous tender does not deliver updated supporting documentation in given time or the supporting documentation does not demonstrate the criteria needed to satisfy qualitative selection requirements pursuant to the section 3. of the Concession document the contracting authority will reject the offer and the concession will be offered to the economic operator with next most economically advantageous tender or the concession award procedure will be declared void, if there are valid reason to do so.

### 3.3.2. Means of proof for a qualitative selection of economic operator

#### 3.3.2.1. Proving the absence of exclusion grounds

Absence of grounds for exclusion described in subsection 3.1. of the Concession document shall be demonstrated by:

1. an extract from the Criminal record or an extract of other relevant register, failing that, an equivalent document issued by a competent judicial or administrative authority in the country of origin or the country where the economic operator is established showing that those requirements have been met pursuant to the subsection 3.1.1. of the Concession contract not older than 30 days of the day the concession notice was published;
2. certificate issued by the Tax Administration on another competent authority in the country where the economic operator is established which verifies the absence of grounds for exclusion pursuant to the subsection 3.1.1. of the Concession contract, not older than 30 days of the day the concession notice was published;
3. an extract from the company register or the Commercial Court's certificate or a certificate of another competent authority in the country where the economic operator is established, which verifies the absence of grounds for exclusion pursuant to the subsection 3.1.1. and 3.1.2. of the Concession document, not older than 30 days of the day the concession notice was published;

Where the country of origin or the country where the economic operator is established does not issue such documents or certificates, or where these do not cover all the cases specified in previous section, they may be replaced by a declaration on oath or, in countries where there is no provision for declaration on oath, by a solemn declaration made by the person concerned before a competent judicial or administrative authority, a notary or a competent professional or trade body, in the country of origin or country where the economic operator is established. The declaration shall be made on form that forms a part of the Concession document (**attachment A**).

#### 3.3.2.2. Proving the suitability to pursue the professional activity

Criteria for selecting the economic operator (Selection criteria) described in the subsection 3.2. of the Concession document shall be demonstrated by:

1. an extract from the company register, the craftsmen register or the register of profession in the country where the economic operator is established, not older than 30 days from the moment of submitting the offer;
2. submitting a certification of authorisation or a membership in particular organization in a country of origin, not older than 30 days from the moment of submitting the offer;

#### 3.3.2.3. Means of proof of economic and financial standing

Criteria for selecting the economic operator (Selection criteria) described in the subsection 3.2.2. of the Concession document shall be demonstrated by:

1. presentation of financial statements or extracts from the financial statements, where publication of financial statements is required under the law of the country in which the economic operator is established, for the last three calendar years;
2. presenting a solvency statement (BON-2 form), not older than 30 days from the moment of submitting the offer;



When the economic operator has justified reasons for not delivering requested documents and evidence, it may prove its economic and financial capability by submitting any other document which the contracting authority finds suitable.

#### 3.3.2.4. Means of proof of technical and professional ability

Criteria for selecting the economic operator (Selection criteria) described in the subsection 3.2.3. of the Concession document shall be demonstrated by:

1. list of every concession contract with same or similar subject matter in relation to the main subject matter of the concession described in the subsection 2.1. and 2.2. of the Concession document (providing port services for reception and directing vehicles with a purpose to load and disembark vehicles from port areas, to load and disembark the passengers using port's transshipment equipment), all listed on a form which forms part of the Concession document (**attachment B**);

2. list of every contract concluded with vessel operators which conduct occasional international maritime traffic (cruising) for providing services which fall within the scope of the subject matter of the concession described in the subsection 2.1. and 2.2. of the Concession document (providing port services for reception and directing vehicles with a purpose to load and disembark vehicles from port areas, to load and disembark the passengers using port's transshipment equipment), all listed on a form which forms part of the Concession document (**attachment C**);

The lists from the points 1. and 2. of this section, shall contain the value of the services, the date and the name of the counterparty. The counterparty shall issue a confirmation proving that the contract was properly executed which should be attached to the lists.

#### 3.3.2.5. Means of proof of abilities according to specific provisions

Specific requirements described in the point 3.2.4. 1) shall be demonstrated by delivering an extract from the company register, the craftsmen register with registered activity for which the concession is offered, not older than 30 days from the moment of submitting the offer;

Specific requirements described in the point 3.2.4. 2) the economic operator declares.

Economic operator's Authorised person shall make a declaration stating that the economic operator has adequate technical, professional and organisational abilities for performing the concession agreement. The declaration should be made on a form which forms part of the Concession document (attachment D). The declaration shall not be older than 30 days from the moment of submitting the offer;

Specific requirements described in point 3.2.4. 3) the economic operator declares.

Economic operator's authorised person shall make a declaration stating that the economic operator has a guaranty for the concession's plan and the agenda performance. The declaration should be made on a form which forms part of the Concession document (attachment E). The declaration may not be older than 30 days from the moment of submitting the offer;

Specific requirements described in point 3.2.4. 4) the economic operator declares.

Economic operator's authorised person shall make a declaration stating that the economic operator has fulfilled all the obligations from other concession contracts, if there are any. The declaration shall be made on a form which forms part of the Concession document (attachment F). When the economic operator has not previously concluded any concession

contract, a declaration stating so shall be made on a form which forms part of the Concession document (attachment G). The declarations are mutually exclusive.

The declaration shall not be older than 30 days from the moment of submitting the offer;

Specific requirements described in the point 3.2.4. 5) the economic operator declares.

Economic operator's authorised person shall make a declaration stating that a concession was never revoked for the economic operator pursuant to Art 30 of the Maritime Domain and Seaports Act ("Official Gazette" No. 158/03, 100/04, 141/06, 38/09, 123/11, 56/16). The declaration shall be made on a form which forms part of the Concession document (attachment H).

The declaration shall not be older than 30 days from the moment of submitting the offer;

Specific requirements described in the point 3.2.4. 6) the economic operator declares.

Economic operator's authorised person shall make a declaration stating that the economic operator has never illegally exploited maritime welfare or/and caused damage to maritime welfare without repairing the damage or returning the illegally gained profit. The declaration shall be made on a form which forms part of the Concession document (attachment I). The declaration shall not be older than 30 days from the moment of submitting the offer;

The contracting authority may summon economic operators to amend or clarify the documents received according to the subsection 3.3.2. of the Concession document.

#### 3.4. Reliance on the capacities of other entities

The economic operator may in the procedure for granting concession, in order to prove the abilities described in the subsections 3.2.2. and 3.2.3., rely on capacity of other entity, regardless of the legal nature of the connection between them. Where an economic operator wants to rely on the capacities of other entities, it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

The contracting authority shall require that the economic operator replaces an entity which does not meet a relevant selection criterion, or in respect of which there are compulsory grounds for exclusion.

Where an economic operator relies on the capacities of other entities with regard to criteria relating to economic and financial standing, the contracting authority may require that the economic operator and those entities be jointly liable for the execution of the contract.

#### 3.5. List of officially approved economic operator

In the concession award procedure, the economic operators on the official lists or with a certificate, may submit to the contracting authority a certificate of registration issued by the competent authority or the certificate issued by the competent certification body with regard to requirements for qualitative selection.

Certificates shall have the information about the documents which were provided as the evidence that the economic operator fulfils the requirements to be signed on the official list of

approved economic operators. Also, it need to have the information of the economic operator's classification on the list.

Contracting authority, regardless of previously stated, may request from the economic operator to deliver the documents described in the subsection 3.3.2.1. 2) of the Concession document.

#### 4. INFORMATION ON A TENDER

##### 4.1. Tender content

Mandatory content of a tender:

1. completed tender form;
2. Evidence of suitability according to the subsection 3.1. of the Concession document.;
3. Evidence of fulfilment of the award criteria according to subsection 3.2. of the Concession document;
4. The feasibility study conducted in accordance with the content according to the provisions of the Concession document.
5. Commercial bank guaranty;
6. Commercial bank's letter of intent stating that the bank will issue a guaranty for the contract performance, which will be concluded with a selected tenderer.
7. Declaration that the tenderer accepts the draft wording of a proposal of the Concession contract. (ATTACHMENT J)

Content of the Tender form:

1. Information on a Contracting authority (name, seat, PIN)
2. Information on a Tenderer (name, seat, PIN or equivalent identification number, account number, if the tenderer is a VAT payer, postal address, email address, contact person, telephone and fax number);
3. Subject-matter of the concession;
4. Tender consisting of:
  - Annual offered amount of the constant part of the concession fee;
  - Offered rate of the variable part of the concession fee;
  - Offered invested amount pursuant to the feasibility study
  - number of a planned vacancies and a level of worker competence
  - offered port utilization in order to increase a transport rate of the port
5. Duration of a tender validity;
6. Date and signature of a tenderer;

The tender form shall be completed on a template which forms a part of this Concession document (TEMPLATE 1).

When there is consortium bidding, the tender form needs to be completed for each member of the group. A Head of the consortium, who will communicate with the contracting authority, needs to be indicated.

A Consortium needs to complete the tender form on a template which forms a part of the Concession document (TEMPLATE 2).

The Tender is valid only if every member of the consortium delivers the tender form.

The feasibility study, according to the point 4., shall contain:

1. CONCESSIONAIRE'S COMPANY PLAN: description of the plan, goals, strategic goals and guidelines for enforcing a subject-matter of the concession;

2. EQUIPPING PLAN: defining devices and equipment which will be purchased and installed in the Terminal, the Main building terminal and the parking lot; time when equipment will be installed; time of putting equipment and devices into service. Equipping plan has to conduct the planned value of the equipment and the devices for every equipment/devices group for whole duration of the Concession contract. The planned value may depend on the increase of the quantity of passengers and vehicles. Exceptionally, equipping plan has to include at least one passenger gangway which has to be set for loading and disembarking of passengers in the international occasional passengers maritime traffic. The procurement of the gangway shall be independent of the increase of the number of passengers and vehicles.

The total amount of the investment has to be indicated in the equipping plan. The amount has to be equivalent to the amount stated in the tender.

Total investment has to be accomplished within five years after the Concession Contract entered into force.

3. MAINTENANCE PLAN: Needs to define a maintenance of the port's infrastructure and superstructure (Terminal and a parking lot) and maintenance of the equipment and the devices. The Plan needs to include a planned amount which will be invested in the maintenance of port's infrastructure, superstructure, equipment and devices of the Terminal and the parking lot.

4. OPERATIONAL PLAN: defining and explaining tenderer's primary activity, including its primary services; Planned passenger and vehicle traffic in the port Gaženica in the next 3 years following the calendar year when the Concession contract entered into force. The plan needs to include first 5 years after the contract enters into force. The plans for passengers and vehicles in the international liner maritime traffic, in the International occasional liner maritime traffic, for the passengers in the departure port ("home port") and the passengers in transit needs to be separated, as described in following table:

YEAR	NUMBER OF PASSENGERS AND VEHICLES IN THE INTERNATIONAL LINER MARITIME TRAFFIC		NUMBER OF PASSENGERS AND VEHICLES IN THE INTERNATIONAL OCCASIONAL MARITIME TRAFFIC (CRUISING)	
	Number of passengers	Number of vehicles	Number of passenger in departure	Number of passengers in transit

			port	
2021				
2026				

Planned passenger and vehicle traffic shall be stated in a tender and need to correspond to the statement made in the tender.

5. **MARKETING PLAN:** defines and estimates a market policy of the tenderer and its competitors. SWOT analysis (power analyse, weakness, opportunities, potential threat) includes competitor's advantages and disadvantages. The analysis has to include an analysis of the regional position of the port Gaženica as well as the analysis of the potential impact of other ports in region on development of port Gaženica. The Plan has to also include the amount planned to invest in the marketing of the city of Zadar and Zadar's suburbs as a cruising destination. The plan needs to include a detailed specification made for every year of the Concession contract and the estimation of the marketing effect on the regional position of the port Gaženica.

6. **PLAN FOR HUMAN RESOURCES DEVELOPMENT:** Defining a strategy for recruiting and dismissal of workers; Organizational structure; Defining main operational positions in organizational structure; Planned number of workers; Estimated workers effectiveness; progress strategy; training and prequalification program;

7. **FINANCIALL PLAN:** Defining financial sources (Personal sources; Loans; Proportion); planned profit and loss account for concession period, presented for each year of the Contract; Planned cash flow for concession period; Project rentability evaluation through internal rate of return.

A n authorised person should sign the feasibility study.

#### 4.2. FORMING A TENDER

Tender needs to be formed pursuant to the Concession document.

Tender needs to be written in the Croatian language and Latin script. Numbers should be written in Arabic numerals.

Tenderer needs to submit the tender in written form and in digital form, stored on electronic devices (CD, DVD, USB).

Tender needs to include all the economic services specified in the Concession document.

##### 4.2.1. METHOD OF FORMING A WRITTEN TENDER

Tender needs to be written with indelible ink.

Any corrections made in the tender needs to be visible and verifiable (e.g. deleting or removing the letters, numbers or prints). That is, the corrected text needs to be struck through and not corrected with correction fluid.

Corrections need to be dated and signed by the tenderer.

When a tender includes information classified as a trade secret, the tenderer needs to specify the legal grounds based on which the information is classified as the trade secret.

Form and declarations must be delivered on templates which are included in the Concession document.

Tenderers are not allowed to alter the wording of the template.

The declarations and the forms need to be signed by the authorized person of the tenderer and certified with the company's stamp.

The declarations and the forms need to be submitted as originals.

Documents regarding mandatory or other exclusion reasons and documents regarding tenderer's capability, issued by the courts, the state administration bodies or the public entities with public authority may be submitted as uncertified copies.

When a document is in electronic form, uncertified print of the document is considered to be the uncertified copy.

The contracting authority will, before awarding the concession to the most economically advantageous tenderer with whom it intends to conclude the Concession contract, request from the tenderer to submit the originals or certified copies of all the previously requested documents, issued by the competent body.

When the tenderer has already submitted originals or certified copies, it does not need to resubmit the documents.

The originals or certified copies do not need to match the submitted uncertified copies, yet they need to demonstrate that the tenderer satisfies the requirements set in the Concession document.

The tenderer will be given a reasonable deadline, not shorter than 5 days, to deliver the originals/certified copies or other documents proving that it satisfies the requirements. If the tenderer does not deliver the documents, the contracting authority will refuse the tenderer's offer.

The tender needs to be bound in a way that it is impossible to remove or to add pages once when it is already bound. The tender needs to be secured by three-coloured thread ("Jamstvenik").

The place where the document is bound with a three-coloured thread needs to be certified with a stamp.

When the tender is consisting of more separate parts, a total number of parts need to be specified in the content. Every part needs to be bound in a way that it is impossible to additionally remove or to add pages. Pages should be marked in a way that every page number consecutively follows the previous page number. Every page in the tender needs to be marked with a consecutive number and have inscribed a total page's number.

The bank guaranty and the bank's letter of intent should not be bound with the rest of the document. They should be inserted in a transparent plastic folder. Then, the folder needs to be bound with the rest of the document in the inseparable unity. The page number should not be written on the bank guaranty, but on the transparent plastic folder.

The transparent holder with the bank guaranty needs to be sealed with one or more stickers, making it impossible to take out the guaranty without breaking the stickers.

The bank guaranty needs to be intact. It is not allowed to submit the bank guaranty punctured, stapled, glued, banded or damaged in any other way.

It is not allowed to submit the tender only for main services and/or for other services.

#### 4.2.2. METHOD OF FORMING A TENDER IN ELECTRONIC FORM

Tender submitted in electronic form has to be identical to the one submitted in written.

When there are differences between submitted forms, the written tender will be considered as relevant.

Tender, recapitulation sheet, declaration and forms should be scanned after being signed by the authorised person and certified by the economic operator's stamp.

Every document added to the tender, needs to be scanned as a separate document.

Exceptionally, the Feasibility study may be attached as a single document.

The electronic devices (CD, DVD, USB) need to be placed in a transparent folder (CD, DVD) or in the envelope sealed with one or more stickers, making it impossible to take it out without breaking the stickers.

#### 4.3. METHOD FOR TENDER DELIVERY

Tender needs to be submitted within a deadline set in the concession notice, in written form and in a closed envelope. The subject-matter of the concession needs to be indicated on the envelope as well as a note "do not open" and the tenderer's address.

Tender needs to be sent in the closed envelop to the contracting authority's address:

the Port of Zadar Authority

Gaženička cesta 28a

23000 ZADAR

With indication:

"Delivering the tender -PORT GAŽENICA- do not open"

And with indicated tenderer's address.

#### 4.4. alternative tenders

Alternative tenders are not allowed.

#### 4.5. Method to determine the concession fee

Constant and variable parts of the concession fee are determined by Art 38 and 39 of the Regulation on requirements and procedures for awarding concessions for maritime demesne ("Official Gazette" No. 23/04, 101/04, 39/06, 63/08, 125/10, 102/11, 83/12, 10/17 – hereinafter: Regulation).

The concession fee starting amount shall be determined by the contracting authority. When determining the starting amount, the contracting authority shall take into consideration the type of the service, number of awarded concessions for the same type of service; extent and quality of planned investments and its influence on the Port's development.; Port's facility utilizations; Environmental protection measures.

Constant part of the concession fee is determined regarding the total surface of the port area offered for the concession.

Variable part of the concession fee is determined in relation to the scope of provided services, significance of the service for the technical – technological port's unity and the traffic in the port Gaženica.

Starting amount of the constant part of the concession fee:	HRK 10,00 per m2 of the port area awarded the concession, that is HRK 1.455.150,00 per year
Starting amount of the variable part of the concession fee, in regard to the service type:	
For main concession services from the subsection 2.3.1.	10% of the concessionaire's annual profit gained from the service
Providing other economic services from the subsection 2.3.2	3% of the concessionaire's annual profit gained from the service

Offer for the constant part of the concession fee is set in the absolute amount and it cannot amount less than the starting amount of the constant part of the concession fee as described in this subsection.

Offer for the variable part of the concession fee is separately set for the main port services and the other economic services and it cannot amount less than the starting amount of the variable part of the concession fee for every group of services as described in this subsection.

The contracting authority retains the right to change the amount and/or the method of calculating the fee and the method for payment of the concession fee within the duration of the concession agreement, pursuant to the regulations governing the maritime demesne and the ports.

#### 4.6. Currency offer

The concession fee and the total investment amount according to the Feasibility study, including the technical -technological equipment for plan realization, is expressed in Croatian Kuna.

#### 4.7. Contract award criteria and the relative weighting of the criteria

When there is only one tender submitted, the award criteria will not be assessed.

When there are two or more tenders, the most economically advantageous tenderer will be selected pursuant to the following criteria:

NUMBER	DESCRIPTION OF THE CRITERIA	PERCENTAGE
1.	Constant part of the concession fee	15%
2.	Variable part of the concession fee	Main port services defined in the subsection 2.3.1. of the Concession document
		Other services defined in the subsection 2.3.2. of the Concession document
3.	Offered total investment amount (According to	



	the Feasibility study including the technical – technological equipment for the plan realization)	10%		
4.	Number of planned new vacancies	10%		
5.	Utilization of the port capacity and influence on the traffic growth in the port Gaženica	Planned number of passengers in the International occasional maritime traffic in the departure port (home port)	50%	25%
		Planned number of passengers in the International occasional maritime traffic in transit		15%
		Planned number of vehicles in the International liner maritime traffic		5%
		Planned number of passengers in the International liner maritime traffic		5%

The weighting of the award criteria shall apply as follows:

$$K_{SN} = 15\% \times \frac{P_{Isn}}{N_{Isn}}$$

$$K_{PN} = \left( 10\% \times \frac{P_{Ild}}{N_{Ild}} \right) + \left( 5\% \times \frac{P_{Igd}}{N_{Igd}} \right)$$

$$K_{IU} = 10\% \times \frac{P_{Iiu}}{N_{Iiu}}$$

$$K_R = 10\% \times \frac{P_{Br}}{N_{Br}}$$

$$K_{IK} = \left( 25\% \times \frac{P_{Php}}{N_{Php}} \right) + \left( 15\% \times \frac{P_{Ptr}}{N_{Ptr}} \right) + \left( 5\% \times \frac{P_{Pv}}{N_{Pv}} \right) + \left( 5\% \times \frac{P_{Pp}}{N_{Pp}} \right)$$

Elements:

$K_{SN}$  = coefficient of the offered constant part of the concession fee

PI<sub>SN</sub> = Offered constant part of the concession fee of the economic operator whose tender is being assessed

NI<sub>SN</sub> = the highest offered constant part of the concession fee in relation to every tender

K<sub>PN</sub> = Coefficient of the offered variable part of the concession fee

PI<sub>LD</sub> = Offered variable part of the concession fee for the main concession services of the economic operator whose tender is being assessed, expressed in the percentage

NI<sub>LD</sub> = the highest offered variable part of the concession fee for the main concession services of the economic operator whose tender is being assessed, expressed in the percentage

PI<sub>GD</sub> = Offered variable part of the concession fee for the other concession services of the economic operator whose tender is being assessed, expressed in the percentage

NI<sub>GD</sub> = the highest offered variable part of the concession fee for the other concession services in relation to every tender, expressed in the percentage

K<sub>IU</sub> = coefficient of the offered investment amount

PI<sub>SN</sub> = The offered investment amount of the economic operator whose tender is being assessed

NI<sub>I</sub> = the highest invested amount in relation to every tender

K<sub>R</sub> = coefficient of the planned new vacancies

P<sub>BR</sub> = number of the vacancies offered by the economic operator whose offer is being assessed

N<sub>BR</sub> = the highest planned amount of the new vacancies in relation to every tender

K<sub>IK</sub> = Coefficient of the utilization of the port capacity and influence on the traffic growth in the port Gaženica

PP<sub>HP</sub> = The offered traffic plan in the international occasional passenger maritime traffic in the departure port (home port) in 2021. for the economic operator whose tender is being assessed

NP<sub>HP</sub> = the highest planned traffic in the international occasional passenger maritime traffic in the departure port (home port) in 2021. in relation to every tender

PP<sub>TR</sub> = Offered traffic plan in the international occasional passenger maritime traffic in transit in 2021. for the economic operator whose tender is being assessed

NP<sub>TR</sub> = the highest planned traffic in the international occasional passenger maritime traffic in transit in 2021. in relation to every tender

PP<sub>V</sub> = Offered vehicle traffic plan in the international occasional passenger maritime traffic in 2021. for the economic operator whose tender is being assessed

NP<sub>V</sub> = the highest planned vehicle traffic in the international occasional passenger maritime traffic in 2021. In relation to every tender

PP<sub>P</sub> = Offered traffic plan in the international liner passenger maritime traffic in 2021. for the economic operator whose tender is being assessed

NPP = the highest planned passenger traffic in the international passenger inner maritime traffic in 2021. in relation to every tender.

Among the planned new vacancies only the full-time vacancies should be calculated.

Tenders will be evaluated by aggregating all the coefficients of every tenderer.

#### 4.8. Rejecting some of the submitted tenders

The contracting authority reserves the right to reject all the received tenders if it does not satisfy the criteria pursuant to Art 32. of the Regulation on procedures for awarding concessions for maritime demesne ("Official Gazette" No. 23/04, 101/04, 39/06, 63/08, 125/10, 102/11, 83/12, 10/17.)

#### 4.9. Language and script for forming the tender

Tender needs to be written in the Croatian language and Latin script.

#### 4.10. Duration of tender validity

The tender is valid for at least 180 (hundredandeighty) days after the expiration of the submission deadline.

The tenderer is bound by the tender during the tender's period of validity.

On the contracting party's request, the tenderer may extend the validity period of the tender.

#### 4.11 Signing the tender and the forms

Authorised person of the economic operator has to sign the tender. When the economic operator has more than one authorised persons which are representing the economic operator jointly, all the representatives have to sign the tender. When the economic operator is represented by more people who represent individually and independently, every one of them is allowed to sign the tender. When the economic operator is represented jointly by a single person and a procurator, both the single person and the procurator needs to jointly sign the tender.

When the economic operator's body, the public body or other person have to give permission or approval for signing the tender, such permission/approval needs to be delivered together with the tender.

The economic operator's legal representatives described in this subsection, are identified by the company register's data, the craftsmen register, the register of profession or other relevant register of the country in which the economic operator is established. The data from the company register, the craftsmen register, the register of profession or other relevant register of the country in which the economic operator is established should be determined by the certificate delivered for proving the suitability to pursue the professional activity described in the subsection 3.3.2.2. of the Concession document.

Authorised person of the economic operator described in this subsection, may authorize a third person for signing the tender. In that case, duly and validly issued authorization,

certified by the public notary or other competent body for certifying the documents according to the relevant provisions of the country in which the economic operator is established, need to be delivered together with the tender.

Provisions regarding the signing of the tender described in this subsection, should be applied on signing of all other declarations and forms from this Concession document.

#### 4.12. Tender modification and tender withdrawal

Tenderer may change, complement and withdraw its tender within a deadline for delivering the tender. After the expiration of the deadline for the tender delivery, the tenderer is only allowed to clarify or to supplement its tender according to the subsection 5.8. of the Concession document.

### 5. OTHER INFORMATION

#### 5.1. Examination of documents

**Publicly held presentation of the project will be held in Zadar, at the temporary building of the passenger terminal Gaženica, Gaženička cesta 28 A, Zadar, on 12 December 2017 at 10 am, as well as a visit and inspection of the Central Terminal Building at the port Gaženica. Every Interested tenderer may be represented by no more than three (3) representatives.**

#### 5.2. Instruction for obtaining the Concession documents from the Electronic Public Procurement Classifieds of the Republic of Croatia – hereinafter: EOJN

From the day of publishing the concession notice, the Concession document and all the supplementary documents needed for forming a tender in concession awarding process, may be downloaded without charge from the Electronic Public Procurement bulletin of the RH, as well as from the Official web page of the Contacting authority.

From the day of publishing the concession notice to the day of awarding the concession, all the economic operators are obliged to communicate only with the contract authority's representative appointed for communication.

The contracting authority is not responsible in any way for the costs which economic operator had for forming the tender, delivering the tender, representing the tender or in regard to any other act for tender preparation.

All communications, requests for explanations, notifications, and decisions conducted among the contracting authority and a tenderer have to be in writing.

The personal data in the concession award procedure will be only used in this concession award procedure and in accordance with the regulations governing protection of the personal data.

#### 5.3. Clarification, modification and supplement to the Concession document

When within a deadline for delivering the tenders, there is a need to amend, change or correct the Concession document, the Concession document will be amended, changed or corrected. The deadline for delivery will be accordingly extended if needed. The contracting

authority will assure that every economic operator with interest for participating in concession award procedure have the access to the amended, altered or corrected documents in the same way as to the Concession document.

Answer submitted to the economic operator, the contracting authority will make accessible to every other economic operator. The answer will be accessed on the same way as the concession document, but without naming the economic operator who asked the question.

#### 5.4. Information on consortium

Consortium is an association of two or more economic operators, without a legal personality and which submitted a joint tender for concession award.

The consortium's tender has to include a notice naming a consortium member who is authorized for communication and correspondence with the contracting authority.

When a consortium submits the tender, it has to be indicated which member of the consortium will execute which part of the Concession contract.

When the concession is granted to the consortium, the contracting authority may request from the consortium to deliver the document which proves the legal basis of the consortium (e.g. mutual agreement, business cooperation agreement or a similar document).

When in the concession award procedure, the concession is awarded to the consortium, every member of the consortium has to sign the Concession contract.

The members of the consortium are severally liable.

Exclusion grounds defined in the subsection 3.1. of the Concession document should be determined for every member of the consortium independently. When pursuant to the subsection 3.1. of the Concession document, one member of the consortium should be excluded, the tender will be rejected for all the members.

The consortium may rely on the capacity of the consortium members or on the capacity of other entities according to the requirements set in this Concession document.

#### 5.5. Deadline for tender submission

**Tenders need to be submitted to the contracting authority until 15 January 2018 at 12 pm.**

Tenders need to be received at the Contracting authority seat (registry office) the PORT of ZADAR AUTHORITY, Gaženička cesta 28 A, 23000 ZADAR within the deadline, regardless of the delivery method.

Tenders sent by registered post and received after the expiration of the deadline, will be consider as tenders received outside the deadline.

Incomplete tenders and tenders received outside the deadline will not be taken into the consideration.

#### 5.6. Receipt of tenders

Every tender received within the deadline will be registered in the tender register and will be assigned a number in a consecutive order.

When changed and/or amended tender is delivered, the tender will be assigned a new number according to the last modified receipt. In that case, it is considered that the tender is received at the time of the last modification receipt.

The register forms a part of the record of the tender opening.

Date, time and sequential number of the receipt will be noted on the envelope according to the sequence of receipt.

When the tenderer delivers the tender in person, the contracting authority has to issue a certificate of receipt. The certificate needs to include information on the contracting authority, the tenderer, the subject-matter of the concession for which the tender is submitted, time and date of the receipt.

Tender received outside the deadline will not be registered in the tender register, but it will be recorded in the contracting authority's record for late tenders.

Until the public opening of the tenders, it is not allowed to reveal information about received tenders.

Unauthorized persons are not allowed to have access to the tenders.

#### 5.7. Tender opening procedure

**Tender opening will be held on 15 January 2018 at 12 pm**, immediately after expiration of the submission deadline, at the seat of the Contracting authority the PORT OF ZADAR AUTHORITY, Gaženička cesta 28 A, 23000 ZADAR

The Tenders will be opened in turn they were received. When the tender was amended or changed, as the receipt date is considered the date of receipt of the amended/changed tender.

Late tenders will not be opened. Unopened late tenders will be sent back to the tenderers.

Tenders will be opened by the Tender Panel.

The tenderer's authorised representatives (legal representative, procurator or proxy) and the Tender Panel will be present for the tender envelope opening. Authorised representatives have to have a written authorisation.

After the tender opening procedure every present representative will be presented with the minute. Other representatives will get the minute on their written request.

Tender opening is public.

#### 5.8. Tender evaluation

After the tender opening procedure, the Tender Panel will evaluate the tenders using criteria set in the Concession document.

Evaluation results will be kept secret until the concession is awarded or the concession award process is declared void.

The minutes of the tender opening procedure will be kept. The tenderers may make an insight in the minute and ask for a free copy.

Tender which does not satisfy the requirements will immediately be rejected by a decree and delivered to the tenderer by a personal delivery.

During the tender evaluation process, the contracting authority may within a reasonable time, not less than 5 nor longer than 10 days from the tender delivery, send the order to the tenderer to clarify or amend the tender in writing. The tender has to fulfil all the requirements set in the Concession document. Clarifications and amendments can be made only for ambiguities, minor deficiencies or errors which are correctable. It is not allowed to replace or to additionally deliver needed documents, but only to amend already delivered documents.

Request for clarification or tender amendment cannot be discriminatory, unequally treated or to favour any of the economic operators in the concession award process.

When the tenderer does not deliver the clarifications or amendments within the deadline, the tender will be reject by the decree.

A complaint may be submitted against the concession award procedure or against the decision on the cancellation of the concession award procedure.

#### 5.9. Handling received documentation after the tender evaluation

The guaranties will be returned to the tenderers who are not awarded the concession. The copy of the guaranty will be held for the file.

On the request of the tenderer who was decline, other documentation will also be returned.

#### 5.10. Deadline for awarding the concession or cancellation of the concession procedure or for rejecting all the received tenders

After a tender evaluation is finished, a Tender Panel will establish a preposition for the concession award procedure, a decision on cancellation of the concession award procedure or decision on rejecting all the received tenders. The mentioned decision will be delivered to the principle who will deliver the decision, together with a performed activity minute, an assessment minute, an evaluation minute and a supplementary documentation, to the Governing Council for the decision adoption.

The Governing Council will grant a Decision on concession award, a decision on cancellation of the concession award procedure or decision on rejecting all the received tenders, within 60 (sixty) days after the expiration of the tender delivery deadline.

Contracting authority will deliver the Decision on concession award, together with a copy of the assessment and evaluation minutes, by a personal delivery and without delay to every tenderer.

Contracting authority may exceptionally, withhold some of the information described in the point 3 of this article relating to the Contract, when publication of such information would impede law enforcement, be contrary to the public interest, distort an economic operator's market wellbeing, public or private, or it could distort fair competition between the subjects.

#### 5.11. Legal protection in the concession award procedure

Against the Decision on concession award, a decision on cancellation of the concession award procedure or a decision on rejecting all the received tenders may be submitted a complaint within 15 days after the receipt of the decision.

Complaint should be submitted to the Ministry of Maritime Affairs, Transport and Infrastructure of the Republic of Croatia through the contracting authority in personal and in written or by registered post.

Appellant is obliged to submit one copy of the claim in the same manner to the Ministry of Maritime Affairs, Transport and Infrastructure of the Republic of Croatia, Prisavlje 14, 10 000 Zagreb

#### 5.12. A conclusion of the concession contract

The contract cannot be concluded before expiration of a standstill period. Duration of the standstill period is 15 days after every tenderer has received the Decision on concession award. Standstill period would be applied even if only one tender was received.

When a legal remedy was submitted, the contract will be concluded after the Decision on concession award becomes enforceable.

Contracting authority will offer the contract to the most economically advantageous tenderer, within 10 days of expiration of the standstill period, that is within 10 days after the enforceability of the Decision on concession award.

Concession contract in writing will be signed by the authorised person of the Contracting Authority and of the selected most economically advantageous tenderer.

#### 5.13. Deadline, method and conditions for paying the concession fee

Concessionaire is obliged to settle the Permanent concession fee in one payment, not later than 31 January in the current year for that calendar year.

Variable concession fee needs to be paid in accordance with the Concession contract.

#### 5.14. Other costs

Apart of the concession fee, the concessionaire is obliged to pay following costs, but not exclusively and when applicable:

- Utility costs (water and electricity), according to consumption
- Public utility charges
- Public utility services
- Fire protection costs
- Costs for regular maintenance of the port's infrastructure facilities, in accordance to the Concession Contract
- Costs for regular maintenance of the port's superstructure facilities (maritime-passenger terminal building), in accordance to the Concession Contract
- Costs for regular maintenance of the port's superstructure facility equipment, in accordance to the Concession Contract

#### 5.15. Application of the commercial customs

On the rights and obligations regarding the port services provided in the Port Gaženica, the Port custom ("Official Gazette" No. 2/51) will be applied.



## 6. Tender Security and guaranty for the contract enforcement

### 6.1. Tender Security

Tendering security needs to be delivered in the form of an unconditional bank guaranty.

Bank guaranty for tendering security has to be issued in the amount of HRK 1.100.000,00 with validity period equivalent to the validity of the tender + 30 days respite (180 + 30 days). The guaranty has to be unconditional, "without objections" and chargeable on first call.

When a tender validity period is being extended on the contracting authority's request, a tendering security will also be adequately extended, whereof the Contracting authority will inform a tenderer in writing.

When a tenderer withdraws a bidding tender, the contracting authority will seize the tender security.

Bank guaranty shall be submitted in original.

### 6.2. Guaranty for the contract enforcement

Before conclusion of the contract and before entry into force of the contract, the contracting authority will obtain from the most economically advantageous tenderer the guaranties for the contract enforcement, especially a guaranty for the payment of the concession fee and a guaranty for damage compensation for damages which may occur because of non-performance of the contract.

Guaranty for the contract enforcement has to be delivered in a form of an unconditional bank guaranty issued for the amount of HRK 5.500.000,00. The guaranty has to be unconditional, "without objections" and chargeable on first call.

Bank Guaranty has to be issued for 2 years period at least and has to be renewed during the whole period of the Concession contract.

The contract will not be concluded, i.e. not entry into force when the guaranty described in this subsection is not delivered to the Contracting authority within a deadline determined in this Concession document.

When the guaranties are not delivered, the contracting authority will revoke the decision to award the concession. The contracting authority may bring the decision to award the concession to the next most economically advantageous tenderer, who satisfies all the requirements in accordance with the Concession document and offer it the contract. Contracting authority will without delay deliver a new decision to award the concession to every tenderer by personal delivery.

### 6.3. Conditions and deadlines for the guaranty for the contract enforcement retention after the Concession contract expiration

Immediately after the conclusion of the concession award procedure, the tender securities will be returned to the tenderers who were not selected.

The guaranty for the contract enforcement will be returned not later than 1 year of the termination of the Concession contract.

#### 7. Concession contract draft

#### 8. Modification of the concession contract

The concession contract can be modified without conducting a new concession award procedure when:

1. the Croatian parliament determines that there is a threat to national security and defence of the state, to environment or human health;
2. when it is required by the interest of the Republic of Croatia as determined in the Croatian

Parliament;

3. in other cases specified in a special act.

Modification to the concession contract cannot modify the type and/or the subject of the concession contract.

The concession contract cannot be modified:

1. when the change is made to eliminate the defects in the concessionaire's performance or consequences of improper performance, where such defects may be eliminated by changing the provisions of the contract;
2. when the change is made to compensate the risk of price increase, where such price increase is the result of the market price fluctuation which could have a significant impact on the performance of the concession contract and from which the concessionaire has secured itself with the guaranties.

The concession contract can be modified without conducting a new concession award procedure when:

1. conditions and possibilities of change were foreseen in the Concession document and concession contract in a clear, unambiguous and precise way, however it is not allowed to foresee the changes to the type and/or the subject of the concession contract.
2. additional works and services are needed, which were not included in the original concession contract, and when replacement of the concessionaire:
  - a. it is not possible because of an economic or a technical reason, e.g. request for replacement of existing equipment, services or facilities which are supplied in accordance with the original concession.
  - b. it will cause significant difficulties or significant increase of costs for the contracting authority.

3. the cumulative conditions are fulfilled:

a. change does not affect the type and/or the subject of the concession contract;

b. need for change occurred after the conclusion of the concession contract as a result of the circumstance which the contracting authority, with the due care, could not foresee at the moment of the conclusion of the contract.

c. when a concession is awarded by the contracting authority with intention to provide services which are not listed in the Attachment II of this Act, and which value cannot exceed 50% of the value of the original concession. When there are more than one consecutive changes made to the contract, the limitation should apply to the value of every change.

4. when changes, regardless their value, are not substantial changes of the concession contract.

The concession contract cannot be modified in order to unduly avoid a new concession award procedure.

When there is a need for substantial changes to the concession contract, the contracting authority will conduct a new concession award procedure and conclude a new concession contract.

Any modification to the concession contract shall be deemed substantial when:

1. the change introduces conditions which, had they been part of the initial concession award procedure, would have allowed the selection of another tenderer instead of the one selected as the most favourable, or would have allowed the award of a concession contract to another tenderer;

2. the change has a substantial impact on the economic balance of the concession in favour of the concessionaire;

3. the change considerably extends the scope of the object of the concession to include goods, works or services not covered by the initial concession contract;

4. the concessionaire is being changed.

Exceptionally, the change of the concessionaire, complete or partial, shall not constitute a substantial change to the concession contract when it is the result of corporative restructuring of the concessionaire, as long as this does not imply other substantial changes to the contract or is not implemented to avoid the application of this Act. The change shall not be constituted a substantial when a change of the concessionaire came as a result of concession contract transfer.

When the scope of change may be pecuniary expressed such change shall not be deemed substantial if the value of change does not exceed the value essential to determine the applicability of the procedure rules for awarding the concession and 10 % of the estimated concession value.

## 9. Declaration templates and forms

TEMPLATE 1 – TENDERER'S TENDER FORM  
CONTRACTING AUTHORITY INFORMATION

Name of contracting authority	THE PORT OF ZADAR AUTHORITY
Registered business address (seat) of contracting authority	Gaženička cesta 28a (Zadar), 23000 ZADAR
PIN	03457471323

TENDERER INFORMATION:

Name of tenderer:	
Seat of tenderer:	
PIN/national personal identification number:	
Account number of tenderer:	
Is tenderer in a VAT payment system?	yes   no
Email address:	
Telephone number/fax number:	
Contact name:	

**TENDER  
IN A CONCESSION AWARD PROCEDURE**

**SUBJECT-MATTER OF THE CONCESSION**

providing port services for reception and directing vehicles with a purpose to load and disembark vehicles from the maintained port areas, to board and to disembark the passengers using port's transshipment equipment and providing other economic services to passengers

**1. OFFERED CONSTANT PART OF THE CONCESSION FEE**

STARTING AMOUNT OF THE CONSTANT PART OF THE CONCESSION FEE	OFFERED AMOUNT OF CONSTANT PART OF THE CONCESSION FEE
HRK1.455.150,00	

**2. OFFERED VARIABLE PART OF THE CONCESSION FEE**

<b>STARTING AMOUNT OF THE VARIABLE PART OF THE CONCESSION FEE</b>	<b>OFFERED AMOUNT OF VARIABLE PART OF THE CONCESSION FEE</b>
FOR MAIN PORT SERVICES	FOR MAIN PORT SERVICES
10%	
FOR OTHER ECONOMIC SERVICES	FOR OTHER ECONOMIC SERVICES
3%	

**3. OFFERED INVESTMENT AMOUNT**

OFFERED INVESTMENT AMOUNT PURSUANT TO THE FEASIBILITY STUDY	
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#### 4. OFFERED AMOUNT OF NEW VACANCIES

OFFERED AMOUNT OF NEW VACANCIES	
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#### 5. OFFERED VOLUME OF VEHICLES AND PASSANGERS TRANSPORT

OFFERED VOLUME OF VEHICLES AND PASSANGERS TRANSPORT IN 2021.	
PLANNED NUMBER OF PASSENGERS IN THE INTERNATIONAL OCCASIONAL MARITIME TRAFFIC IN THE DEPARTURE PORT (HOME PORT)	
PLANNED NUMBER OF PASSENGERS IN THE INTERNATIONAL OCCASIONAL MARITIME TRAFFIC IN TRANSIT	
PLANNED NUMBER OF VEHICLES IN THE INTERNATIONAL LINER MARITIME TRAFFIC	
PLANNED NUMBER OF VEHICLES IN THE INTERNATIONAL LINER MARITIME TRAFFIC	

#### 6. TENDER VALIDITY DEADLINE

TENDER VALIDITY DEADLINE (IN DAYS)	
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In \_\_\_\_\_, \_\_\_\_\_ 2018. M.P

TENDERER:

\_\_\_\_\_

(person authorised to sign)

TEMPLATE 2 –TENDER FORM FOR CONSORTIUM

**CONTRACTING AUTHORITY INFORMATION**

Name of contracting authority	THE PORT OF ZADAR AUTHORITY
seat of contracting authority	Gaženička cesta 28a (Zadar), 23000 ZADAR
Contracting authority's PIN	03457471323

**CONSORTIUM INFORMATION:**

Name of consortium:	
Email address:	
Telephone number/fax number:	
Contact name:	

**TENDER**

**IN A CONCESSION AWARD PROCEDURE**

**SUBJECT-MATTER OF THE CONCESSION**

providing port services for reception and directing vehicles with a purpose to load and disembark vehicles from the maintained port areas, to board and to disembark the passengers using port's transshipment equipment and providing other economic services to passengers

**1. OFFERED CONSTANT PART OF THE CONCESSION FEE**

STARTING AMOUNT OF THE CONSTANT PART OF THE CONCESSION FEE	OFFERED AMOUNT OF CONSTANT PART OF THE CONCESSION FEE
HRK 1.455.150,00	

**2. OFFERED VARIABLE CONCESSION FEE**

<b>STARING AMOUNT OF THE VARIABLE PART OF THE CONCESSION FEE</b>	<b>OFFERED AMOUNT OF VARIABLE PART OF THE CONCESSION FEE</b>
FOR MAIN PORT SERVICES	FOR MAIN PORT SERVICES
10%	
FOR OTHER ECONOMIC SERVICES	FOR OTHER ECONOMIC SERVICES
3%	

**3. OFFERED INVESTMENT AMOUNT**

OFFERED INVESTMENT AMOUNT PURSUANT TO THE FEASIBILITY STUDY	
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**4. OFFERED AMOUNT OF NEW VACANCIES**

OFFERED AMOUNT OF NEW	
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VACANCIES	
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**5. OFFERED VOLUME OF VEHICLES AND PASSANGERS TRANSPORT**

<b>OFFERED VOLUME OF VEHICLES AND PASSANGERS TRANSPORT IN 2021.</b>	
PLANNED NUMBER OF PASSENGERS IN THE INTERNATIONAL OCCASIONAL MARITIME TRAFFIC IN THE DEPARTURE PORT (HOME PORT)	
PLANNED NUMBER OF PASSENGERS IN THE INTERNATIONAL OCCASIONAL MARITIME TRAFFIC IN TRANSIT	
PLANNED NUMBER OF VEHICLES IN THE INTERNATIONAL LINER MARITIME TRAFFIC	
PLANNED NUMBER OF VEHICLES IN THE INTERNATIONAL LINER MARITIME TRAFFIC	

**6. TENDER VALIDITY DEADLINE**

TENDER VALIDITY DEADLINE (IN DAYS)	
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In \_\_\_\_\_, \_\_\_\_\_ 2018. M.P

TENDERER:

\_\_\_\_\_

(person authorised to sign)

TEMPLATE 2/1 – CONSORTIUM’S TENDER FORM  
**INFORMATION ON MEMBER OF CONSORTIUM**

Name of consortium:		
seat of tenderer:		
PIN/national personal identification number:		
Account number of tenderer:		
Is tenderer in a VAT payment system:	yes	No
Email address:		
Telephone number/fax number:		

**1. PART OF THE CONCESSION CONTRACT WHICH WILL BE PERFORMED BY A MEMBER OF THE CONSORTIUM :**

**2. CONSENT FOR CONSORTIUM REPRESENTING**

Authorisation for representing the consortium and for signing the tender in the concession award procedure for the following member of the group:

**3. DECLARATION ON CONSENT FOR SUBMITTING A TENDER**

We declare that we are consent with the tender submitted for the concession award by the group member of the group which we are members, in behalf of the Consortium pursuant to the point 2. of the Tender form and that we fully accept the rights and obligations which occurs from the tender.

If the consortium is selected as the most economically advantageous tender we undertake to create a legal form with other consortium members, on the request of the contracting authority, in the extend needed for the satisfactory performance of the contract (e.g. *mutual agreement, Business cooperation agreement or something similar*)

In \_\_\_\_\_, \_\_\_\_\_ 2018. M.P **FOR THE CONSORTIUM MEMBER:**

\_\_\_\_\_

(person authorised to sign)

Note: Template 2/1 completes each member of the consortium.



## ATTACHMENT A

Name of tenderer:	
Seat of tenderer:	
PIN/national personal identification number:	
Contact name:	

Pursuant to the point 3.3.2.1. of the Concession document the Tenderer declares the following

### DECLARATION

that the economic operator established in the Republic of Croatia, or a member of the administrative, management or supervisory body, or a person with authority to represent, to make decisions or to supervise the economic operator who is a Croatian citizen

---

(Name of tenderer/Consortium member)

Is not convicted by a final judgement for:

a) Participation in a criminal organisation, as defined in:

a. Art 328 (criminal organisation) and Art 329. (committing a crime as a member of the criminal organization) of the Criminal Code;

b. Art 333 (conspiracy to commit a criminal offence) of the Criminal Code ("Official Gazette" No. 110/97, 27/98, 50/00, 129/00, 51/01, 111/03, 190/03, 105/04, 84/05, 71/06, 110/07, 152/08, 57/11, 77/11 and 143/12)

b) Corruption, as defined in:

a. Art 252 (receiving a bribe in economic transactions), Art 252 (offering a bribe in economic transactions), Art 254 (Abuse in a public procurement procedure), Art 291 (abuse of position and authority), Art 292 (unlawful favourable treatment), art 293 (receiving a bribe), art 294 (offering a bribe), Art 295 (trading in influence) and art 296 (Offering a bribe for trading in influence) of the Criminal Code;

b. Art 294a (receiving a bribe in economic transactions), Art 294b (offering a bribe in economic transactions), Art 337 (abuse of position and authority), Art 338 (abuse in Performing Governmental Duties), Art 343 (Illegal Intercession), Art 347 (receiving a bribe), Art 348 (offering a bribe) of the Criminal Code ("Official Gazette", No. 110/97, 27/98, 50/00, 129/00, 51/01, 111/03., 190/03., 105/04., 84/05., 71/06., 110/07., 152/08., 57/11., 77/11., 77/11 and 143/12);

c) Fraud as defined in:

a. Art 236 (fraud), Art 247. (fraud in economic transactions), Art 256 (evasion of taxes and customs) and Art 258. (subsidy fraud) of the Criminal Code;

b. Art 224 (Fraud), Art 293 (fraud in economic transactions) and art 286 (evasion of taxes and other costs) of the Criminal Code ("Official Gazette", No. 110/97., 27/98., 50/00., 129/00., 51/01., 111/03., 190/03., 105/04., 84/05., 71/06., 110/07., 152/08., 57/11., 77/11 and 143/12);

d) Terrorist offences or offences linked to terrorist activities, as defined in:

a. Art 97 (terrorism), Art 99 (public incitement to terrorism), Art 100 (recruitment for terrorism), Art 101 (Training for terrorism) and Art 102 (terrorist association) of the Criminal Code;

e) Money laundering or terrorist financing, as defined in:

a. Art 98 (terrorist financing) and Art 265 (money laundering) of the Criminal Code;

b. Art 279 (money laundering) of the Criminal Code ("Official Gazette" No. 110/97., 27/98., 50/00., 129/00., 51/01.,111/03.,190/03., 105/04., 84/05., 71/06., 110/07., 152/08., 57/11., 77/11 and 143/12);

f) Child labour and other forms of human trafficking as defined in:

a. Art 106 (human trafficking) of Criminal Code

b. Art 175 (human trafficking and slavery) of Criminal Code ("Official gazette" No. 110/97., 27/98., 50/00., 129/00., 51/01.,111/03.,190/03., 105/04., 84/05., 71/06., 110/07., 152/08., 57/11., 77/11 and 143/12);

and that it is not in a liquidation process and that its business activities are not suspended.

In \_\_\_\_\_, \_\_\_\_\_ 2018. M.P

**FOR THE TENDERER/FOR THE  
CONSORTIUM**

**MEMBER:**

\_\_\_\_\_

(person authorised to sign)

ATTACHMENT B

Name of tenderer:	
Seat of tenderer:	
PIN/national personal identification number:	
Contact name:	

Pursuant the point 3.3.2.4. of the Concession document the Tenderer gives the following

**LIST OF  
CONCLUDED CONCESSION CONTRACTS**

N o	SUBJECT- MATTER OF THE CONCESSION/ THE CONTRACT	CONCESSION/CONTR ACT VALUE	DURATIO N OF THE CONTRAC T	NAME OF THE CONTRACTING AUHTORITY/CONTRACT OR

NOTE: concession value shall be determined pursuant to the Concession act ("Official Gazzete" No. 69/17). Concession duration shall be determined by the year when the concession contract has entered into force and by the year of termination, i.e. when it will expire if it is still valid (e.g. 2010-2020).

In \_\_\_\_\_, \_\_\_\_\_ 2018. M.P **FOR THE TENDERER/FOR THE  
CONSORTIUM MEMBER:**

\_\_\_\_\_

(person authorised to sign)

ATTACHMENT C

Name of tenderer:	
Seat of tenderer:	
PIN/national personal identification number:	
Contact name:	

Pursuant to the point 3.3.2.4. of the Concession document the Tenderer gives the following

**LIST OF**

**CONCLUDED CONTRACTS FOR PROVIDING MARITIME SERVICES FOR INTERNATIONAL OCCASIONAL SHIPMENT ON CRUISINGS (CRUISER)**

No	SUBJECT-MATTER OF THE CONCESSION	CONCESSION VALUE	DURATION OF THE CONCESSION CONTRACT	NAME OF CONTRACTING AUTHORITY

NOTE: Contract duration shall be determined by the year when the contract has entered into force and by the year of termination, i.e. when it will expire if it is still valid (e.g. 2010-2020).

In \_\_\_\_\_, \_\_\_\_\_ 2018. M.P **FOR THE TENDERER/FOR THE CONSORTIUM MEMBER:**

\_\_\_\_\_

(person authorised to sign)

ATTACHMENT D

Name of tenderer:	
Seat of tenderer:	
PIN/national personal identification number:	
Contact name:	

Pursuant to the point 3.3.2.5. of the Concession document the Tenderer gives the following

**DECLARATION**

A tenderer, i.e. a member of the consortium

\_\_\_\_\_

(Name of tenderer/Consortium member)

has adequate technical, professional and organisational abilities for performing the concession for

providing port services for reception and directing vehicles with a purpose to load and disembark vehicles from the maintained port areas, to board and to disembark the passengers using port's transshipment equipment and providing other economic services to passengers

In \_\_\_\_\_, \_\_\_\_\_ 2018. M.P **FOR THE TENDERER/FOR THE CONSORTIUM MEMBER:**

\_\_\_\_\_

(person authorised to sign)

ATTACHMENT E

Name of tenderer:	
Seat of tenderer:	
PIN/national personal identification number:	
Contact name:	

Pursuant to the point 3.3.2.5. of the Concession document the Tenderer gives the following

**DECLARATION**

A tenderer, i.e. a member of the consortium

\_\_\_\_\_

(Name of tenderer/Consortium member)

has the guaranties for enforcement of the plan and the agenda of the concession for

providing port services for reception and directing vehicles with a purpose to load and disembark vehicles from the maintained port areas, to board and to disembark the passengers using port's transshipment equipment and providing other economic services to passengers

In \_\_\_\_\_, \_\_\_\_\_ 2018. M.P **FOR THE TENDERER/FOR THE CONSORTIUM MEMBER:**

\_\_\_\_\_

(person authorised to sign)

ATTACHMENT F

Name of tenderer:	
Seat of tenderer:	
PIN/national personal identification number:	
Contact name:	

Pursuant the point 3.3.2.5. of the Concession document the Tenderer gives the following

**DECLARATION**

A tenderer, i.e. a member of the consortium

\_\_\_\_\_

(Name of tenderer/Consortium member)

has fulfilled all the past and present obligations from other concession contracts

In \_\_\_\_\_, \_\_\_\_\_ 2018. M.P **FOR THE TENDERER/FOR THE CONSORTIUM MEMBER:**

\_\_\_\_\_

(person authorised to sign)

Note: this declaration excludes a declaration from the attachment G.

ATTACHMENT G

Name of tenderer:	
Seat of tenderer:	
PIN/national personal identification number:	
Contact name:	

Pursuant to the point 3.3.2.5. of the Concession document the Tenderer gives the following

**DECLARATION**

A tenderer, i.e. a member of the consortium

\_\_\_\_\_

(Name of tenderer/Consortium member)

Have not previously concluded any concession contract.

In \_\_\_\_\_, \_\_\_\_\_ 2018. M.P **FOR THE TENDERER/FOR THE CONSORTIUM MEMBER:**

\_\_\_\_\_

(person authorised to sign)

Note: this declaration excludes a declaration from the attachment F.



ATTACHMENT H

Name of tenderer:	
Seat of tenderer:	
PIN/national personal identification number:	
Contact name:	

Pursuant to the point 3.3.2.5. of the Concession document the Tenderer gives the following

**DECLARATION**

A tenderer, i.e. a member of the consortium

\_\_\_\_\_

(Name of tenderer/Consortium member)

That a concession was never revoked for the tenderer pursuant to Art 30 of the Maritime Domain and Seaports Act ("Official Gazette" No. 158/03, 100/04, 141/06, 38/09, 123/11, 56/16).

In \_\_\_\_\_, \_\_\_\_\_ 2018. M.P **FOR THE TENDERER/FOR THE CONSORTIUM MEMBER:**

\_\_\_\_\_

(person authorised to sign)

ATTACHMENT I

Name of tenderer:	
Seat of tenderer:	
PIN/national personal identification number:	
Contact name:	

Pursuant to the point 3.3.2.5. of the Concession document the Tenderer gives the following

**DECLARATION**

A tenderer, i.e. a member of the consortium

\_\_\_\_\_

(Name of tenderer/Consortium member)

that the tenderer has never illegally exploited maritime welfare or/and caused damages to maritime welfare without repairing the damages or returning the illegally gained profit.

In \_\_\_\_\_, \_\_\_\_\_ 2018. M.P **FOR THE TENDERER/FOR THE CONSORTIUM MEMBER:**

\_\_\_\_\_

(person authorised to sign)

ATTACHMENT J

Name of tenderer:	
Seat of tenderer:	
PIN/national personal identification number:	
Contact name:	

Pursuant the point 3.3.2.5. of the Concession document the Tenderer gives the following

**DECLARATION**

A tenderer, i.e. a member of the consortium

\_\_\_\_\_

(Name of tenderer/Consortium member)

Tenderer declares that it has read and study provisions of the Concession document with attachments. That the tenderer is familiar with the provisions, it understands and accepts all the conditions set in the Concession contract with attachments, including the text of the Concession contract and that it undertakes to, if its tender is selected, to perform the Concession contract in accordance with its provisions.

In \_\_\_\_\_, \_\_\_\_\_ 2018. M.P **FOR THE TENDERER/FOR THE CONSORTIUM MEMBER:**

\_\_\_\_\_

(person authorised to sign)

ATTACHMENT K

CATALOGUE OF THE CENTRAL TERMINAL BUILDING PREMISES-INFORMATIVE,  
attached separate document presently available in Croatian language

*(Informative translation to English language shall be available within 10 days reckoned from  
the date of publishing of the tender notice)*

