



**REPUBLIKA HRVATSKA  
MINISTARSTVO DRŽAVNE IMOVINE  
Zagreb, Ulica Ivana Dežmana 10**

**Pursuant to the Decision of the Government of the Republic of Croatia CLASS: 022-03/18-04/191, REFNO: 50301-26/09-18-03, dated 11. October 2018, the Ministry of State Property is publishing the following**

**PUBLIC CALL FOR SUBMISSION OF OFFERS FOR THE PURCHASE OF PROPERTIES  
IN THE VIS CADASTRAL MUNICIPALITY ("ČEŠKA VILA")**

**Deadline for submission of offers: 30 November 2018.**

**SUBJECT OF SALE – DESCRIPTION OF THE PROPERTIES**

Properties in the ownership of the Republic of Croatia are designate as:

Cadastral plot no. 5931/63, non-arable area of 16,650 square metres registered in land title folio 7506 of the Vis cadastral municipality and 19262/38806 parts cadastral plot no. 5924/1 non-arable land with an area of 38,806 m<sup>2</sup>, registered in land title folio 7506 of the Vis cadastral municipality.

In the area of cadastral plot no. 5931/63 and the part 19262/38806 cadastral plot no. 5924/1, Vis cadastral municipality, the "Czech Villa" ("Češka vila") Urban Development Plan (Official Herald of the Town of Vis, no. 2/16, hereinafter: UPU "Češka vila"), on an area of approx. 3.6 ha there are plans for specific zones, specifically: T1 specific zone with a maximum capacity of 100 beds (T1 – hotels) in spatial area 1 (in which the "Czech Villa" is located) and in spatial area 2 including the T4 zone in spatial unit 4.

STARTING PRICE: HRK 32,121,725.00

GUARANTEE: HRK 1,606,086.25

DEADLINE FOR SUBMISSION OF OFFERS: 12 pm on 30 November 2018.

The offer and attachments are to be submitted in a closed envelop on which the front and rear side is designated with the cadastral municipality (Vis cadastral municipality) and the notice: "OFFER TO PURCHASE PROPERTY – DO NOT OPEN" by 12 pm on 30 November 2018.

The properties are sold in their current condition "SOLD AS SEEN".

The guarantee is to be paid no later than 28 November 2018 onto the giro account of the Ministry of State Property IBAN: HR1210010051863000160, model 64, payment reference number 9725-49609-OIB OF PAYER, with the description citing the property designation for which the guarantee is paid.

For the selected bidder the paid guarantee will go towards the amount of the sales price whereas the other bidders will be refunded their paid guarantees in the nominal amount within a period of 8 (eight) days upon concluding the tender.

The offer is to be submitted by the stipulated deadline and recorded in the incoming document ledger of the Ministry of State Property or by post to the address: Ministry of State Property / Ministarstvo državne imovine, Ulica Ivana Dežmana 10, 10000 Zagreb. The date of submission is deemed to be the date of receiving the offer at the Ministry of State Property.

Offers will be opened at the Ministry of State Property at 12pm on 30 November 2018.

Offers sent by post prior to the last day as determined for submission, and which are received upon expiration of the deadline for the submission of offers, will be deemed late offers and shall not be taken into consideration.

If the bidder whose offer is accepted withdraws the respective offer, that bidder loses the right to a refund of the guarantee.

The properties may be inspected upon prior notice sent to email address: [natjecaj@midim.hr](mailto:natjecaj@midim.hr)

The physical plan and conservation conditions are available on the Town of Vis's website [www.grad-vis.hr](http://www.grad-vis.hr) whereas the land title and cadastral information is in the public registers.

The contact for information during office hours 9 am – 12 pm every working day on Tel: +385 1 6448 896, e-mail: [natjecaj@midim.hr](mailto:natjecaj@midim.hr)

#### OFFER AND ATTACHMENTS:

Offers may be submitted by natural persons and legal persons, foreign legal persons, whereas foreign natural persons solely on the condition of reciprocity.

In addition to general identification data, offers are to also include: OIB/VAT no. contact data (address, telephone number, fax, e-mail address) as well as the payee's bank name and account number for the refunding of the guarantee in the event of a rejection of the offer.

The offer must be personally signed if submitted by a natural person or by an authorised person if submitted by a legal person.

The submitted offers are to be designated in the Croatian kuna currency (offers submitted in other currencies will not be considered).

The offered price may not be less than the starting price.

Late and incomplete offers will not be taken into consideration.

Offers are to include the following:

1. Domestic natural persons are to attach a copy of a valid personal identity card, whereas foreign natural persons a copy of their passport.

Domestic legal persons are to attach the excerpt from the court register, whereas foreign legal persons are to include an excerpt from their domicile registry with a certified translation in the Croatian language by a court interpreter.

2. Domestic legal and natural persons are to attach originals and certified copies of certificates from the respective Tax Administration concerning settlement of tax debt which must not be older than 60 days.

3. Evidence of completed payment of the guarantee

4. Statement from the bidder before a notary public whereby pledging that, in the event that the bidder's offer is accepted, the bidder will conclude a sales agreement at the bidder's expense and subject to the conditions of this tender, and that the respective offer will remain in force for 90 days from the date of opening the offer.

## SELECTION OF THE MOST FAVOURABLE BIDDER

The criterion for selecting the most favourable bidder is the highest offered sales price and acceptance of the particular conditions for construction and putting the buildings possessing a hospitality-tourism purpose into use in accordance with the UPU "Češka vila" within a period of 36 months from the date of concluding the sales agreement as contractual obligations.

In the event that two identical and valid offers are received containing the same amount for the offered sales price, the bidders will be invited, within a period of three days upon receiving notice in a closed envelop, to submit a supplementary offer in order for a decision to be made as to the most favourable bidder.

No later than within 90 days from the decision on selection of the most favourable bidder and sale of the properties, the selected bidder will be invited to conclude the sales agreement with the Republic of Croatia. In the event that the selected bidder does not respond to the invitation to conclude the sales agreement or the stated deadline is breached without providing reasons, it shall be deemed that the selected bidder has rescinded the respective offer, unless prevented due to reasons stemming from force majeure according to the general provisions.

In the event of refusing to conclude the sales agreement, the paid guarantee shall not be refunded to the selected bidder.

## PARTICULAR CONDITIONS

The sales agreement means that the selected bidder, as the buyer, assumes the obligation towards the properties, the subject of the sale, to construct, within a period of 36 months from the date of concluding the agreement, the buildings possessing a hospitality-tourism purpose in accordance with the UPU "Češka vila" and put them into economic use.

The sales agreement will contain the following essential provisions:

- Obligation to pay the sales price within a period of 30 days from the date of concluding the sales agreement
- Obligation to obtain acts for implementing the physical plan, i.e., the permits for construction (location and/or building permits, hereinafter: permits for construction) within a period of 12 months from the date of concluding the sales agreement,
- Obligation to construct buildings possessing a hospitality-tourism purpose in accordance with UPU "Češka vila" and placing the newly constructed buildings into economic use for hospitality and tourism purposes within a final deadline of 36 months from the date of concluding the sales agreement.
- Failure to fulfil the contractual obligation to pay the sales price within the contracted deadline, contractual obligations to obtain the permits for construction within the contracted deadline and failure to fulfil contractual obligations relating to the construction and placing the constructed buildings into economic use for hospitality and tourism purposes within the contracted deadline, are reasons for terminating the agreement due to the law itself.

The sales agreement shall also contain the following provisions which are:

- The buyer's obligation to pay the contractual penalty amounting to HRK 1,000,000.00 in the event of termination of the sales agreement due to failing to fulfil contractual obligations in obtaining permits for construction within a period of 12 months from the date of concluding the agreement, and payment of the contractual penalty in the amount of HRK 3,000,000.00 in the event of termination of the agreement due to failing to fulfil contractual obligations in constructing the buildings within a period of 36 months from the date of concluding the agreement,

- Obligation by the Republic of Croatia to issue permission to the buyer to register the buyer's right of ownership (clausala intabulandi) for the properties which are the subject of the agreement within a period of 8 days once payment of the sales price is evident on the account of the State Budget.

The selected bidder as the buyer is obliged no later than the date of concluding the sales agreement to submit to the Ministry of State Property an unconditional bank guarantee which is irrevocable and payable at first call with a validity period commencing from the date of concluding the sales agreement, from a bank which in the previous year in which this Public Call was published had a credit rating of at least BBB according to the Standard and Poor's Bank Rating Guide or from a bank that operates in the Republic of Croatia and which based on the revised financial report on 31 December 2017 has expressed the value of its total assets as exceeding HRK 10,000,000,000.00, and which will guarantee to the Republic of Croatia the fulfilment of contractual obligations in constructing and placing into use the buildings possessing a hospitality and tourism purpose, or the payment of the contractual penalty in the event of termination of the agreement due to a failure to fulfil contractual obligations.

The bank guarantee must be valid for the entire duration of the period stipulated for fulfilment of contractual obligations in constructing the buildings possessing a hospitality and tourism purpose.

The property sales agreement shall be concluded in the form of a distraint document (notarised by a notary public) and suitable for collection of the sales price as well as other monetary claims by the Republic of Croatia and for the purpose of vacating and handing over possession of the respective properties after expiration of the contracted deadline or upon the onset of termination conditions and in other relevant cases.

The costs of certification, notarisation and other executions of agreement will be borne by the buyer. In the event of termination of the sales agreement for any reason whatsoever and in any phase whatsoever, what has been received will be returned according to the general laws.

The Republic of Croatia, Ministry of State Property, retains the right until the signing of the sales agreement to return the guarantee and cancel the procedure for this Public Call without any material consequences for the Republic of Croatia subject to providing an explanation of such a decision.



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## "Czech Villa" ISLAND VIS

- *"Czech Villa" ISLAND VIS*
- *k.č.br. 5931/63*
- *surface 16650 m<sup>2</sup>*
- *zk.ul. 7506 k.o. Vis*
- *part of 19262 m<sup>2</sup> k.č.br. 5924/1*
- *zk.ul. 7506 k.o. Vis*
- *starting price: 32.121.725,00 kn*
- *guarantee: 1.606.086,25 kn*

















