



MUNICIPALITY OF RAVNE NA KOROŠKEM
MAYOR'S OFFICE

Number: 478-0061/2019-003

Date: 4 October 2019

On the basis of Article 51 of the Physical Assets of the State and Local Government Act (ZSPDSL-1, Official Gazette of the RS, No. 11/2018 and 79/18) and Articles 16 and 17 of the Decree on Physical Assets of the State and Local Government (Official Gazette of the RS, No. 31/2018), the Municipality of Ravne na Koroškem is launching a call for

COMPETITIVE TENDERING OF REAL ESTATE

1. The name and seat of the seller and the organizer of the competitive tendering is the Municipality of Ravne na Koroškem, Gačnikova pot 5, 2390 Ravne na Koroškem, Reg. No.: 5883628, Tax No.: 5148626244.
2. The subject of this sale are lots No. 374, 375, 376, 377, 378, 379, 407, 419, 420, 421, 425, 430/3, 434/1, 435/1, 436, 437 /1, 438/2, 439/3, 442/1 and 491/1, all cadastral municipality 896 Kotlje, 16,998 m² in total, representing the Roman Spa (Rimski vrelec) complex. This real estate is sold as one.
3. The Roman Spa complex includes building land measuring 16,998 m², of which 1,262 m² of facilities, such as the hotel building, ancillary facilities, parking lots and other infrastructure, which also includes a well of natural mineral water. The municipality does not have a water right for this water source.
4. The type of legal transaction that is the subject of this competitive tendering is a sale.
5. The binding bid must include:
 - a. Information about the tenderer (name and surname or company name, address or registered office, PIN or registration number, tax number, transaction account number, name and address of the bank for repayment of the security deposit). In the case of a consortium (joint bid), the group of contractors acts as tenderers, who are liable unlimited jointly and severally to the contracting authority. These tenderers must submit a joint act of appointment in which they appoint a manager in the joint bid.
 - b. The exact price in EUR.
 - c. A security deposit of 10% of the price offered. The security deposit is to be transferred to the transaction account of the Municipality of Ravne na Koroškem, Gačnikova pot 5, Ravne na Koroškem, IBAN No. 5156 0130 3010 0009 987, opened with the Bank of Slovenia, reference: 5100 478-0061-2019, stating the purpose: »security deposit Roman Spa«.
 - d. A business plan or an extract thereof that will contain at least the content evaluated in the criteria of this call (points 7 and 8).
6. The tenderer must meet and accept the following tender conditions:

- a. The property is for sale with the purpose of renovating or rebuilding the existing facility known as the Rimski Vrelec Hotel, as well as renovating or rebuilding ancillary facilities, parking lots and other infrastructure, all for the purpose of promoting tourism, economic or health/spa activities in the municipality area. Therefore, the buyer commits to build or rebuild the facility on the purchased real estate according to the bid.
- b. The municipality does not have the water right at the water source and the tenderer must acquire the water right, if needed, in accordance with the Water Act (Official Gazette of the RS, No. 67/02 et seq.).
- c. The last deadline for the commencement of construction (the date of commencement of construction works, which can be seen in the construction log) is 2 (two) years (or within the shorter period specified in the bid) from the signing of the contract of sale by both parties.
- d. The last deadline for the commencement of operation of a new or renovated facility is 4 (four) years (or within the shorter period specified in the bid) from the signing of the contract of sale by both parties.
- e. In the contract of sale, a repurchase right will be established for an indefinite period of time on the real estate subject to sale in favour of the Municipality of Ravne na Koroškem in the cases described in the following two paragraphs. On its basis, the buyer-new owner, bound by a one-sided written statement of the Municipality of Ravne na Koroškem, will issue a land registry permission within 30 (thirty) days after receipt of such written statement by the Municipality of Ravne na Koroškem and on this basis the Municipality of Ravne na Koroškem shall be entered in the land register as the owner. Should the Municipality of Ravne na Koroškem exercise the repurchase right, it is also entitled to recover damages in the amount of 15% of the value of the purchase price specified in the sales contract.

The right of repurchase for the benefit of the Municipality of Ravne na Koroškem will be established for the following cases:

- if the buyer does not start construction (the start is the date of commencement of construction works, which can be seen in the construction log) within 2 years (or within the shorter period specified in the bid) from the signing of the contract of sale by both parties. If evoking its right of repurchase, the Municipality of Ravne na Koroškem will be obliged to pay the purchase price at the same net price as the buyer had paid for the purchase of real estate as in the sales contract, minus damages in the amount of 15% of the purchase price specified in the sales contract, within 30 (thirty) days from the date of receiving the land registry permission of the buyer-new owner, to the buyer-new owner.
- if the buyer fails to start operating in a renovated or new building within the period of 4 years (or the shorter period specified in the bid) from the date of signing of the sales contract by both contracting parties. If evoking its right of repurchase, the municipality of Ravne na Koroškem will be obliged to pay the buyer-new owner a purchase price consisting of the net price of the real estate, as paid by the buyer for the purchase of real estate, within 30 (thirty) days from the date of receiving the land registry permission of the buyer-new owner. This net price will be determined in the contract of sale from the value of renewed or new buildings, to be determined by the court-certified appraiser of the construction industry, reduced by the damages in the amount of 15% of the obtained or thus determined purchase price. If the thus determined purchase price exceeds five times the net price of the property at which the new owner purchased it and will be determined in the sales contract, the sale value under the repurchase right shall be considered to be five times the

net property price at which the new owner bought the property and will be determined in the signed sales contract.

The right of repurchase is to be entered in the land register. After the four-year period (or within the shorter period specified in the bid), which begins as of the date of signature of the sales contract by both parties, the Municipality of Ravne na Koroškem commits to, in the event that no conditions for repurchase exist, issue an erasure permit to delete the repurchase right from the land register to the buyer upon request.

- f. Should the Municipality of Ravne na Koroškem fail to exercise the right of repurchase in the event of the cases set out in point 6e, the Municipality of Ravne na Koroškem shall have the right to charge the buyer a contractual penalty of 0.5% of the purchase price agreed in the contract of sale for each month of delay for the entire period of delay. A delay begins the next day after the expiry of the two-year period (or within the shorter period specified in the bid), as of the date of signature of the sales contract by both parties, if the buyer does not start construction (the start is the date of commencement of construction works, which can be seen in the construction log). A delay also occurs, if the buyer fails to start operating in a renovated or new building within the period of 4 years (or the shorter period specified in the bid) from the date of signing of the sales contract by both contracting parties.
- g. Real estate subject to sale (excluding plot No 491/1 cadastral municipality 896 Kotlje) are encumbered with the mortgage of the mortgagee IIPM, Institute of Immunopathology and Preventive Medicine. The Municipality of Ravne na Koroškem will, with the purchase price it receives from the buyer, finally repay the claim of the said mortgagee and within 30 (thirty) days after the receipt of the entire purchase price, together with the land registry license, also deliver the cancellation license of the said mortgagee, which will enable entry of property right of burden-free real estate in favour of the buyer.
- h. The buyer undertakes to provide the inhabitants of the Municipality of Ravne na Koroškem access to mineral water to use it free of charge in limited quantities for personal use. The buyer also undertakes to preserve and maintain the mineral water spring.
- i. The buyer undertakes not to dispose of the real estate subject to sale without the consent and participation of the Municipality of Ravne na Koroškem as a party to the contract and outside the conditions stipulated in the contract of sale concluded on the basis of this public tender, until all obligations under the contract of sale, concluded between the Municipality of Ravne na Koroškem and the buyer, have been fulfilled.

In case of acting in breach of this commitment, the buyer shall be obliged to pay to the Municipality of Ravne na Koroškem damages in the amount of the purchase price stipulated in the sales contract, concluded between the Municipality of Ravne na Koroškem and the buyer on the basis of this invitation to tender within 15 days as of the date of signing a contract with a third party.

As the new owner of the real estate, the buyer will establish a contractual pre-emptive right on the real estate subject to sale in favour of the Municipality of Ravne na Koroškem for a 4-year period as of the date of signing a contract. The contractual pre-emptive right is to be entered in the land register.

- j. The successful tenderer must conclude a purchase contract prepared by the seller within 15 (fifteen) days from receiving the selection decision, otherwise the owner may invite the next most favourable tenderer to sign the contract, as well as retain the security of the tenderer, who refuses to sign the contract.

k. The deadline for payment of the purchase price in accordance with Article 48 of the ZSPDLS-1 is 30 (thirty) days as of the date of signing the contract. Payment of the purchase price within the stated deadline is an essential component of the legal transaction. The purchase price is to be transferred to the transaction account of the Municipality of Ravne na Koroškem, Gačnikova pot 5, Ravne na Koroškem, IBAN No. 5156 0130 3010 0009 987, opened with the Bank of Slovenia, reference: If the purchase price is not paid within the deadline, the transaction is considered to be dissolved by the law, and the security deposit is withheld as a contractual penalty. The land registry permission for entering a property right on the real estate will be issued by the Municipality of Ravne na Koroškem to the buyer within 30 (thirty) days after receiving the entire purchase price. The paid security deposit in the amount of 10% of the purchase price is considered as part of the purchase price. The associated tax is paid by the buyer.

7. Compulsory components of the bid, in addition to the above:

The contents of the bid will be evaluated according to criteria based on data from the business plan or extract, which is to be submitted by the tenderer and will at minimum present:

- a vision for the development of the site, which will show the type and content of the core activity and the accompanying program at the location subject to sale, as well as compliance with the development guidelines of the municipality and the involvement of activities in the local environment,
- the amount of the investment and an indication of the type of sources of financing of the investment (e.g. own resources, bank resources, etc.),
- number of accommodations,
- number of created jobs,
- deadlines for renovation (new construction) and operation.

8. Detailed criteria: The selection of the best bid will be made on the basis of selection criteria.

For all criteria, the best bid will be evaluated with the maximum number of points of each criterion, while the rest will be proportional to the best bid.

| Criteria | Detailed criteria | Points (max) |
|------------------|---|--------------|
| 1. INVESTMENTS | 1. purchase price | 50 |
| | 2. amount of planned investments | 5 |
| 2. PLANNED OFFER | 1. planned accommodation capacity, intended to tourism (number of beds) | 5 |
| | 2. number and scope of accompanying activities (e.g. water filling station, medical services, sports, etc.) | 20 |
| 3. JOBS | 1. number of new jobs | 10 |
| 4. DEADLINES | 1. date of commencing renovation (new construction) in less than 2 (two) years after signing the contract | 5 |
| | 2. date of starting operation in less than 4 (four) years after signing the contract | 5 |
| Total | | 100 |

The maximum total score is 100. The tenderer, who collects the maximum number of points, will be selected.

9. In the case of receiving several most favourable bids (equal number of points), additional negotiations may be conducted between the most favourable tenderers.

10. Bid deadline and method of submission:

The tenderer or group of tenderers must submit the tender **no later than 45 (forty-five) days after its publication in the Official Gazette of the RS in a sealed envelope, to the Municipality of Ravne na Koroškem, Gačnikova pot 5, 2390 Ravne na Koroškem, with the mark »Bid for the purchase of real estate Rimski vrelec- do not open«**. The back of the envelope must indicate the sender's address. A bid is deemed to have arrived on time if it was sent by registered post on the last day of the deadline for submission.

11. The bid must be valid and binding for tenderers for 60 (sixty) days after the submission deadline.
12. The issue of competitive tendering shall not oblige the seller to conclude a contract of sale with the most favourable tenderer for the subject of this call. The seller may suspend the sale process until the signing of the contract, reimbursing the tenderers costs in the amount of the stated costs for receiving the tender documentation and any security deposit paid.
13. Other provisions:
 - a. The property is for sale on the Sold as seen principle.
 - b. After a formal review of bids, only those that meet the required tender conditions will be evaluated and considered.
 - c. Bids will be processed by a special commission, which will propose signing the contract with the most favourable tenderer to the mayor.
 - d. All tenderers will be notified of the selection within 30 (thirty) days after the opening of bids.
 - e. The successful tenderer's security deposit will become part of the purchase price and unsuccessful tenderers will be reimbursed interest-free within 8 (eight) days after receiving the selection decision.
 - f. The appraiser, the members of the commission and person related to them may not be involved in the competitive tendering.
 - g. There is no pre-emptive right on real estate subject to competitive tendering.
14. Anti-corruption clause: The seller will exclude a tenderer from the selection process, if there is reasonable suspicion that the tenderer or another person on his behalf, has promised, offered or provided any (material or non-material) gain to the seller's employee or another person who may influence the seller's decision in the property sale process with the purpose of affecting the content, act or decision of the seller of the property regarding the bid before, during or after the selection of the tenderer. In relation to the above, the provisions of the Integrity and Prevention of Corruption Act (Official Gazette RS, No. 69/11 - official consolidated text) are taken into account.
15. Sales information and other documentation (presentation catalogue, water analysis reports, location information, etc.) for the purpose of making a purchase offer, interested parties may obtain at the www.ravne.si website or in person on Mondays, Tuesdays and Thursdays from 8:00 to 10:00 and from 11:00 to 14:00, on Wednesdays from 8:00 to 10:00 and from 11:00 to 16:00 and on Fridays from 8:00 to 10:00 and from 11:00 to 12:00 at the Mayor's Office, tel. 02 82 16 033 (Vlasta Kupljen, MA). You can view the property upon prior notification by phone or e-mail: obcina@ravne.si
16. The opening of bids will be public and will be held on November 20, 2019 at 11:00 in the meeting room of the Municipality of Ravne na Koroškem.

