



Tender for the Concept Design of the Croatian Pavilion at the Expo 2020 in Dubai, Its Implementation, Maintenance and Dismantling

Tender Documentation

By:
Croatian Tourist Board
Zagreb, December 2018

INTRODUCTORY REMARKS

Pursuant to the Act on Confirming the Convention on International Exhibitions signed in Paris on 22 November 1928, amended with protocols of 10 May 1948, 16 November 1966, 30 November 1972 and with amendments of 24 June 1982 and 31 May 1988 (Official Gazette – International Treaties No. 15/02), at its session held on 30 May 2018, the Government of the Republic of Croatia issued a Decision on Establishing the Croatian National Committee for the EXPO 2020 Dubai.

On 4 December 2018, pursuant to the Decision, the National Committee decided that the implementation and the financing of the tender for the concept of performance and design of the Croatian Pavilion at the EXPO 2020 Dubai, as well as the conclusion of the contract with the service provider shall be entrusted to the Croatian Tourist Board as the holder directly responsible for the foregoing activities.

The Tourist Council of the Croatian Tourist Board accepted the foregoing activities from the Croatian Tourist Board on 10 December 2018, and the Croatian Tourist Board, as the directly responsible holder, hereby announces the 'Invitation to Tender for the Concept Design for the Croatian Pavilion at the EXPO 2020 in Dubai, its Implementation, Maintenance and Dismantling' and publishes the following Tender Documentation.

TENDER DOCUMENTATION

1 GENERAL INFORMATION

1.1 Client Details

CROATIAN TOURIST BOARD

Iblerov trg 10/IV, 10000 Zagreb, Croatia

PIN (OIB): 72501368180

Phone: +385 (0)1 4699 333

Fax: +385 (0)1 4557 827

Email: info@htz.hr

Website: <https://www.htz.hr/en-GB>

1.2 Communication

During the Tender submission period, economic operators may request explanations and modifications with regard to the Documentation and information received from the Client, and the response from the Client shall be made available at the same website where this Tender Documentation is published, without indicating the applicant's details. If the request should prove to be timely delivered, the response from the Client shall be made available no later than six days prior to the end date of the Tender submission period. The request shall be deemed timely if delivered to the Client no later than eight days prior to the end date of the period for the submission of Tenders.

Email address: pravo@htz.hr

Communication and all other exchange of information between the Client and interested economic operators shall be in the Croatian or English language via email.

1.3 Estimated Value of Procurement

Estimated value of procurement amounts to: HRK 8,000,000.00 (eight million kuna) excluding Value Added Tax (VAT). If the price of the most favourable Tender should exceed the estimated value of the procurement, the Client shall reserve the right to select the Tender and conclude the Contract according to the resources it has or shall have available.

2 DETAILS ON THE SUBJECT-MATTER OF PROCUREMENT

2.1 Description of the Subject-Matter of Procurement

The subject-matter of procurement is the Concept Design of the Croatian Pavilion at the EXPO 2020 Dubai (20 October 2020 – 10 April 2021), its implementation, maintenance and dismantling, all in accordance with the prescribed theme for the Pavilion, the method of its presentation approved by the Croatian National Committee for the EXPO 2020 Dubai, the guidelines and the timeline defined by the EXPO 2020 Organizer.

By paying all stipulated fees, the Service Provider shall also transfer to the Client, indefinitely and in its entirety, all copyright in the subject of this Tender, in particular the right to adapt, process and modify all content created in the performance of the Contract.

The Client shall become the sole owner and holder of copyright in the Concept Design and all the technical documents, with the right to transfer the use of the work in full or in part to third parties from the system of tourist boards in the Republic of Croatia and to other economic operators from the Republic of Croatia (both legal and natural persons).

The Service Provider shall ensure that there are no third party rights in the above deliverables that would in any manner restrict or impede the Client in using the foregoing as specified in the Contract, and guarantees to ensure all intellectual property rights that are required for the Client to freely, indefinitely, in any manner and through any medium, in an unrestricted scope of processing, adapting or adjusting, and without any cost, use such deliverables.

The Service Provider agrees that the Client shall not be obliged to present the names of individual authors, but shall provide all information on the authors at the request of any third party, and at its own discretion it shall indicate the authors in its promotional and other materials. The Service Provider and the authors shall have the right to present the Client and the Subject of the Contract as a professional reference at any time and in any professional and fair manner. The Service Provider shall ensure that the authors agree for the said modes of presentation to be regarded as being in complete compliance with the provisions on presenting authors with regard to their moral rights.

During the handover of the materials that represent the work, the Service Provider shall deliver to the Client a written confirmation of the title and the author(s) of the work (photographer, composer, screenwriter/storyboard writer and the director, co-authoring the audio-visual work, i.e. third parties that are included in the creation of the work as co-authors or performance artists), as well as all evidence on the transfer and unrestricted (temporally, territorially, and content-wise) disposal of copyright of these persons, with regard to the materials that comprise the work (royalties agreements, statements, etc.) as well as the consent on the manner of presenting authors as specified in the Contract.

The Statement of Work comprises two components:

- A. Concept Design of the Croatian Pavilion
- B. Exposition Setup, Maintenance and Return to Original State

A) Concept Design of the Croatian Pavilion

The theme for the Croatian Pavilion at the Expo – ‘Mobility of the Mind’ as well as the conceptual framework of its representation have been approved by the Organizer.

a) Expo Site

The presentation concept for the 'Mobility of the Mind' theme focuses on the 'experience tour', an interactive audio-visual experience for the visitors coming to the Pavilion, with a duration of 10 to 15 minutes in a preselected area. The plans for the Pavilion are attached to this Tender Documentation and form an integral part thereof. The area can be modified through the use of partition walls and installations according to the concept requirements; however, the Concept Design shall provide a smaller area for the gift shop and the stay of visitors at the end of the exposition tour. Due to technical limitations, that area cannot be a restaurant or a food preparation area.

Depending on the possibilities, the theme presentation concept shall include greater visitor interaction, including the use of a special website and social networks through smartphones and applications, to which parts of the audio-visual materials from the tour could be downloaded. Since there shall be no promotional printed materials, all information, including the reaction videos of the Pavilion visitors during the tour, shall be available to visitors on their smartphone devices.

b) Pavilion Business Area

Consequently, the Concept Design shall also include a compatible interior of the second storey of the Croatian Pavilion, which is not open for visitors, but is exclusively intended for business meetings, conferences and seminars and the business operations of the Pavilion administration. The interior decoration of the second storey shall include office and conference furniture and LED screens for presentations.

c) Pavilion Exterior

The Pavilion exterior is also a part of the Concept Design, all in accordance with the restrictions, capacities and rules of the Organizer of the EXPO 2020 Dubai. The documents that serve as the basis for the foregoing are attached to this Tender Documentation and form an integral part thereof.

For the purpose of preparing the Concept Design, the annexes include:

Annex 1 - Theme Statement

Annex 2 - Official Review by EXPO Theme Statement Review Committee

Annex 3 - Expo Theme Elaboration

Annex 4 - Conceptual Framework with a Presentation Example

Annex 5 - Technical Information

Annex 5.1 - Technical Information 2

Annex 6 - Rented Pavilion Guide

The Concept Design shall include a book of standards and the visual identity of Croatia's participation (logo) at the EXPO 2020 Dubai, with the Client reserving the right to use the Concept Design for other purposes.

B) Exposition Setup, Maintenance and Return to Original State

a) Exposition Setup

The exposition setup includes the production of all components required for the exposition, the entire Pavilion design, transport of required materials and the exposition installation.

The Croatian Pavilion shall be available for surveys starting from 20 October 2019. The interior works shall be completed by 20 July 2020, so that the EXPO Organizer, in cooperation with the Service Providers, can approve the opening by 20 October 2020.

The EXPO Dubai works (submitting the Concept Design and technical specifications to the EXPO Organizer for approval, designing the Pavilion at the EXPO site, concluding the Contract with the EXPO Organizer, etc.) can be performed exclusively by a legal person, registered by the EXPO Organizer and if the Tenderer does not meet this requirement, it is required that it has a contract with any of the legal persons registered by the EXPO Organizer. Annex 7 to this Tender Documentation contains the list of currently approved, i.e. registered legal persons.

b) Maintenance

During the exposition between 20 October 2020 and 10 April 2021 the Tenderer shall ensure the required technical support for the installation of the exposition. The support shall be defined together with the Client in due course, in accordance with the Concept Design, and be added to the Contract.

c) Return to Original State

Pursuant to the EXPO 2020 Dubai Croatian Participation Contract, the Tenderer shall return the Croatian Pavilion to its original state by 10 July 2021. All equipment used for the Croatian Pavilion shall be retained by the Tenderer, unless the Client and the Tenderer decide otherwise.

2.2 Description and Designation of Groups Concerning the Subject-Matter of Procurement if the Subject-Matter of Procurement is Divided into Groups

The Subject-Matter of Procurement is not divided into groups.

2.3 Quantity/Scope of the Subject-Matter of Procurement

The quantity is defined in the Bill of Quantities and the quantity is exact. The Client shall contract turnkey services.

2.4 Location of Service Provision

Zagreb, Republic of Croatia and Dubai, United Arab Emirates.

2.5 Service Provision Timeline

The service provision timeline starts at the execution of the Contract with the selected Tenderer. The Croatian Pavilion shall be available for surveys starting from 20 October 2019. The interior works shall be completed by 20 July 2020, so that the EXPO Organizer, in cooperation with the Service Providers, can approve the opening by 20 October 2020.

The Croatian Pavilion shall be used until the end of the World EXPO 2020 Dubai, on 10 April 2021, after which the selected Tenderer shall return the site to its original state, no later than 10 July 2021.

3 COURSE OF THE PROCEDURE

The Client shall publish the Invitation to Tender and the Tender Documentation at the websites: www.htz.hr and <https://mint.gov.hr/> and publish the notice on publication in two printed media in the territory of the Republic of Croatia.

After the Invitation to Tender is published, the Client shall hold a joint briefing with all interested economic operators, during which the Client shall familiarise the interested parties with its wishes and expectations and provide detailed information on the EXPO 2020 Dubai and the approved theme for the Republic of Croatia. The briefing shall not be mandatory and shall not preclude the submission of Tenders for interested economic operators. However, the Client recommends participation in the briefing. The briefing shall be held on 15 January 2019. All economic operators interested in briefing should confirm their participation to following e-mail address: marina.simun@htz.hr, not later than 12:00 CET on 4 January, 2019. Exact time of the briefing shall be communicated to the interested parties by e-mail.

Interested economic operators shall submit their Tender within the Tender submission period.

After receiving the Tenders, the Client shall first verify if the Tenderers meet the selection criteria and if there are any grounds for their exclusion. The Tenderers that prove that there are no grounds for their exclusion and meet the selection criteria shall be considered for the selection of the best Concept Design. Tender review and evaluation shall be confidential until the selection is made. Minutes shall be drawn up on the Tender review and evaluation.

During the Tender review and evaluation, the Client may ask the Tenderers to clarify or supplement the documents pursuant to paragraphs 4 and 5 hereof, in order to correct any errors, deficiencies or ambiguities that can be corrected. If the Client should ask for clarification or supplementation of the documents, it shall determine an appropriate time period that shall not be shorter than five or longer than fifteen days. Documents that are or seem unclear, incomplete, wrong, contain errors or missing shall be considered to be errors, deficiencies or ambiguities as defined herein. The clarification or supplementation with regard to documents in accordance with paragraphs 4 and 5 hereof shall not be deemed an alteration of the Tender.

The Board for selection of design and implementation solution of Croatian Pavilion at the World Expo EXPO 2020 Dubai selected by the National Committee (hereinafter referred to as: The Board) shall select the best Concept Design among those Tenderers who have proven that there are no grounds for their exclusion and meet the selection criteria. If the Client determines that there are more than 5 Tenderers that have proven that there are no grounds for their exclusion and meet the selection criteria, The Board shall select 5 best designs and initiate negotiations for the purpose of improving individual designs. The Concept Design itself and the way it was designed, as well as the price, may all be negotiated.

As required, negotiations may be conducted in one or more stages of which minutes shall be kept. After each negotiation stage, the Tenderers shall be given a single time period for submitting new and improved Concept Designs.

If, during the negotiations, The Board should determine that a design no longer meets its criteria, it shall not be negotiated further and it shall not be taken into consideration for the selection of the best design. According to the proposal given by The Board, the National Committee shall select three best designs of which one shall win. A contract shall be concluded with the winner and the remaining two best Tenderers shall receive awards in the amount of HRK 40,000.00 for the second place and HRK 30,000.00 for the third place.

The selection shall be made within 60 days following the end of the period for the submission of Tenders.

Confidentiality of Economic Operator Documents

If an economic operator marks any particular data provided in the Tender as a trade secret, the basis for this shall be indicated in the Tender.

Important note:

The Client may subsequently verify the veracity of the data, recommendations, evidence and all documents submitted as integral parts of the Tender.

4 GROUNDS FOR EXCLUDING ECONOMIC OPERATORS AND ECONOMIC OPERATOR DOCUMENTS SERVING AS EVIDENCE FOR THE ABSENCE OF GROUNDS FOR EXCLUSION

4.1 MANDATORY GROUNDS FOR EXCLUDING ECONOMIC OPERATORS

4.1.1 No Criminal Record

The Client shall exclude an economic operator from the tender if at any point in time during the tender it determines that:

I The economic operator established in the Republic of Croatia or the person legally authorised to represent the economic operator who is a national of the Republic of Croatia has been convicted with a judgment having the force of *res judicata*:

(a) Being a member of a criminal organisation, under

- Article 328 (Criminal organisation) and Article 329 (Committing a criminal offence as a member of a criminal organisation) of the Criminal Code
- Article 333 (Associating for the purpose of committing 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, under

- Article 252 (Passive corruption in business activities), Article 253 (Active corruption in business activities), Article 254 (Abuse in public procurement procedures), Article 291 (Abuse of office and authority), Article 292 (Unlawful preference), Article 293 (Passive corruption), Article 294 (Active corruption), Article 295 (Trade in influence) and Article 296 (Active corruption for the purpose of trade in influence) of the Criminal Code
- Article 294(a) (Passive corruption in business activities), Article 294(b) (Active corruption in business activities), Article 337 (Abuse of office and authority), Article 338 (Abuse in performing governmental duties), Article 343 (Illegal intercession), Article 347 (Passive corruption) and Article 348 (Active corruption) 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)

(c) Fraud, under

- Article 236 (Fraud), Article 247 (Fraud in business activities), Article 256 (Evasion of tax and custom duties) and Article 258 (Subsidy fraud) of the Criminal Code
- Article 224 (Fraud), Article 293 (Fraud in business activities) and Article 286 (Evasion of tax and other levies) 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) Terrorism or Criminal Offences in Connection with Terrorist Activities, under

- Article 97 (Terrorism), Article 99 (Public incitement to terrorism), Article 100 (Recruitment for terrorism), Article 101 (Training for terrorism) and Article 102 (Terrorist organisation) of the Criminal Code
- Article 169 (Terrorism), Article 169(a) (Public incitement to terrorism) and Article 169(b) (Recruitment and training for terrorism) 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)

(e) Money Laundering or Funding Terrorism, under

- Article 98 (Funding terrorism) and Article 265 (Money laundering) of the Criminal Code
- Article 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 or Other Forms of Human Trafficking, under

- Article 106 (Human trafficking) of the Criminal Code

- Article 175 (Human trafficking and slavery) 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), or

II The economic operator established outside the Republic of Croatia or a person legally authorised to represent the economic operator who is not a national of the Republic of Croatia has been convicted with a judgment having the force of res judicata for criminal offences under item I (a)-(f) hereof, and for criminal offences that, according to national regulations of the economic operator's country of establishment, i.e. country of that person's nationality, cover the listed grounds for exclusion.

4.1.2 Meeting of Outstanding Obligations Owed to the Government (Taxes, Contributions, etc.)

The Client shall exclude an economic operator from the tender if it determines that the economic operator failed to meet any outstanding obligation owed to the government (taxes, contributions, etc.):

1. In the Republic of Croatia, if the economic operator is established in the Republic of Croatia or;
2. In the Republic of Croatia or the economic operator's country of establishment, if the economic operator is not established in the Republic of Croatia.

The Client shall not exclude the economic operator from the tender if, in accordance with a particular regulation, it is not allowed to meet its obligations, or it has been granted deferred payment.

4.2 OTHER GROUNDS FOR EXCLUDING ECONOMIC OPERATORS

The Client shall exclude an economic operator from the tender if:

- a. The economic operator is bankrupt, insolvent or extensively indebted, or subject to liquidation, if its assets are being administered by a liquidator or a court, if it has entered into an arrangement with the creditors, if it has suspended business activities or finds itself in any analogous situation arising from a similar procedure under national laws and regulations;
- b. It can provide evidence that the economic operator is guilty of grave professional misconduct, calling into question its integrity;
- c. It has outstanding obligations due to the Client.

4.3 METHODS FOR PROVING THE LACK OF GROUNDS FOR EXCLUSION

In order to provide evidence for the lack of grounds for exclusion under paragraphs 4.1 and 4.2 hereof, the economic operator shall deliver the following:

1. Excerpt from the criminal records or other competent registry or, if not possible, an analogous document of a competent judicial or administrative authority in the economic

operator's country of establishment, or the country in which the person is a national, proving that there are no grounds for exclusion under paragraph 4.1.1; the documents shall not be older than 6 months starting with the day of the Invitation to Tender;

2. Certificate issued by the tax administration or another competent authority in the economic operator's country of establishment, proving that there are no grounds for exclusion under paragraph 4.1.2, the document shall not be older than 30 days starting with the day of the Invitation to Tender;
3. Excerpt from the court registry or a certificate issued by the commercial court or another competent authority in the economic operator's country of establishment, proving that there are no grounds for exclusion under paragraph 4.2 (a), the document shall not be older than 6 days starting with the day of the Invitation to Tender.

If the economic operator's country of establishment or the country of which the person is a national does not issue the above documents or if they do not cover all of the foregoing, they can be replaced with a statement from the document provider bearing a signature notarised by a notary public.

A sample of such a statement shall be provided in Form 4 hereof. The Client notes that if the economic operator should be represented by a legal representative with at least one more person (another legal representative, etc.), both authorised representatives shall provide the statement, where the foregoing forms are provided as templates only and the Tenderers are free to use their own forms if they correspond in substance to the ones provided herein.

The provisions under paragraph 4 shall also apply to subcontractors. If the Client should determine that there are grounds for exclusion of a Subcontractor, it shall request that the economic operator replace the Subcontractor within 5 days.

In case of a group of economic operators, the foregoing under paragraph 4 shall be established for each individual member of the group.

In order to determine the grounds for exclusion under paragraph 4.2 the Client may use public registers, records and other publicly available information, as well as its own records and information obtained within its business activities.

5 CRITERIA FOR QUALITATIVE SELECTION OF AN ECONOMIC OPERATOR – SELECTION CRITERIA

5.1 BUSINESS QUALIFICATIONS

Each economic operator in this Tender shall provide evidence that they are registered for performing the business activity related to this Tender.

In order to prove its business qualifications, the economic operator shall deliver the following:

- Excerpt from a court, craft, professional or other corresponding register from its country of establishment, not older than 6 months starting with the day of the Invitation to Tender.

Each member of a group of economic operators shall individually prove its qualifications under this paragraph.

5.2 ECONOMIC AND FINANCIAL CAPACITY

In this Tender, the Tenderer shall prove that:

- I. Its total annual turnover in the last three available financial years was HRK 10,000,000.00 at minimum and;
- II. Its accounts have not been frozen for more than 30 days in the last 6 (six) months following the day of the Invitation to Tender.

Foreign currency shall be calculated into HRK according to the average exchange rate of the Croatian National Bank on the day of the beginning of the Tender – Invitation to Tender.

In order to prove its economic and financial qualifications, the economic operator shall deliver:

- Bank statements or;
- Financial statements or their excerpts, if the financial statements are mandatory in the economic operator's country of establishment or;
- Statement on the overall turnover for the last three available financial years, depending on the date of establishment of the economic operator or the day it commenced its activities if such turnover information is available.

If the economic operator is reasonably unable to provide documents and evidence on its economic and financial qualifications required by the Client, it can prove its economic and financial qualifications with any other document the Client finds appropriate, e.g. data issued by the Financial Agency (FINA), which show that the economic operator's account has not been frozen in the last six months.

In case of any doubt concerning the veracity of the data delivered by the economic operator, the Client can seek verification of the delivered data from the document provider, competent authority or third party that has knowledge of relevant facts.

The group of economic operators jointly proves its qualifications under this paragraph.

5.3 TECHNICAL AND PROFESSIONAL QUALIFICATIONS

The economic operator shall prove its technical and professional qualifications required for executing the Contract. Technical and professional qualifications are required in order to ensure that the economic operator has the required technical resources of suitable quality, as follows:

5.3.1 List of Services Provided in the Year of the Tender and Three Years Preceding the Tender

The economic operator shall prove that, in the year of the Tender and during three years preceding it, it has duly performed at least three contracts, the same as or similar to the tender subject, the total value of which was at least the amount of the estimated value of the procurement at HRK 8,000,000.00 excluding VAT.

In order to prove its technical and professional qualifications, the economic operator shall deliver the following:

- List of service contracts performed in the year of the Tender and during three years preceding it, accompanied with a certificate issued by the other party on due performance and outcome of the services. The certificate shall indicate the company name and address of the other party, description of services, date of performed services and their value.

A sample of the List of Contracts shall be provided in Form 2 hereof. The forms are provided as templates only and the Tenderers are free to use their own forms if they correspond in substance to the ones provided herein.

The group of economic operators jointly proves its qualifications under this paragraph.

5.3.2 Technical Experts

NOTE: One person can perform only one of the following functions.

In the performance of the Contract, the Tenderer shall engage all required and appointed experts indicated in this Tender Documentation.

The Tenderer can also engage a larger number of experts, provided that it engages the minimum number of experts indicated in this Tender Documentation.

If the selected Tenderer has legitimate reasons to replace an expert it appointed in its Tender, the selected Tenderer shall obtain a prior consent from the Client by indicating the reasons on the grounds of which it is requesting the replacement and details (providing evidence on meeting the requirements under this Tender Documentation) on the expert it plans to introduce to the Contract. The new proposed expert shall meet the requirements determined in this Tender Documentation, where applicable. All expenses with regard to the replacement shall be borne by the Tenderer.

The Tenderer shall prove that the following experts meeting the requirements are at its disposal:

- a) At least one Master of Architecture that has to meet the following requirements:
 - Licensed designer;
 - Previous experience on projects equal or similar to the tender subject, where they worked as an architect;

- b) At least one Master of Design that has to meet the following requirements:
 - Previous experience on projects equal or similar to the tender subject, where they worked as a designer;

- c) At least one Communications Expert educated in marketing and communications that has to meet the following requirements:
 - Previous experience on projects equal or similar to the tender subject where they worked as a communications expert.

In order to determine the foregoing under paragraph 5.3.2, the economic operator shall deliver:

- List of experts with their full names, appointed position, indication of current occupation, professional qualifications, indication of prior experience (Form 3 – List of Experts).

Apart from the listed experts, the Tenderers shall have at their disposal a suitable number of persons for installing the exposition, its maintenance and return to original state.

The group of economic operators jointly proves its qualifications under this paragraph.

6 Group of Tenderers

A Group of Tenderers is an association of economic operators (both legal and natural persons) that provide services on the market. Accordingly, more than one economic operator can submit a joint Tender. The joint Tender shall indicate which part of the Procurement Contract (scope, quantity and value) shall be performed by an individual member of the group of economic operators.

The Tender submitted by the group of economic operators shall indicate the member of the group of economic operators that presides over the Group and has the authority to communicate with the Client, and who shall enter into a Contract with the Client and, on behalf and in favour of all members, charge for the provided services.

The Group shall jointly and severally be liable for the obligations under the Contract.

The Group Tender shall be signed by each member of the Group.

The Client shall pay its obligations exclusively to the Group president with whom it entered into a Contract.

Each member of the Group of Tenderers shall deliver in the Tender all documents on the basis of which it shall be determined if there are grounds for exclusion under paragraph 4 hereof, and evidence of registration at the court, craft, professional or other competent register, and all shall jointly provide evidence for their common qualifications under paragraph 5 hereof.

7 Subcontractors

The Subcontractor is an economic operator that delivers goods for the Service Provider, provides services or performs works directly connected with the tender subject. Subcontractor participation shall not affect the Service Provider's obligations for the performance of the Contract.

If the Client should determine that there are grounds for exclusion of a Subcontractor, it shall request that the economic operator replace the Subcontractor within five days.

The economic operator who plans to subcontract a part of the Contract shall:

1. Indicate the Subcontractor details in the Tender (name or company name, registered seat, PIN (OIB) or a national identification number, bank account number, legal representatives of the Subcontractor);
2. Provide evidence that proves a lack of grounds for the exclusion of the Subcontractor.

The economic operator that plans to subcontract a part of the Contract shall:

- Indicate which part of the Contract it plans to subcontract (scope or quantity, value).

If the economic operator has subcontracted a part of the Contract, the Subcontractor details shall be indicated in the Contract, since they represent mandatory elements of the Contract.

8 GUARANTEES

Within 8 days following the conclusion of the Contract, the selected Tenderer shall deliver a performance guarantee in the event of infringement of contractual provisions, in the form of an unconditional bank guarantee, with clauses "payable on first written demand" and "without protest". The guarantee shall be issued in favour of the Client in an absolute amount expressed as 10 % of the value of the Contract (excluding VAT).

The delivery of the above guarantee shall represent a mandatory element of the Contract.

9 TENDER DETAILS

9.1 Tender Contents and Method of Preparation

a) Tender Contents:

At minimum, the Tender shall include:

1. Tender Contents¹;
2. Completed Form 1. – Tender Sheet, which is an integral part of this Tender Documentation. Form 1. shall be completed and duly signed by the legal representative of the Tenderer. In the event of a Group of Tenderers, according to the sample in the appendix to Form 1., all members of the group of economic operators should be listed;
3. Documents listed in paragraphs 4.1 and 4.2 hereof, with which the Tenderer proves that there are no mandatory nor other grounds for exclusion;
4. Requested evidence for qualifications under 5.1, 5.2 and 5.3 hereof;
5. Notarised and signed Contract Proposal – Form 5;
6. Notarised and signed Bill of Quantities – Form 6 and the Price Elaboration;
7. Concept Design Proposal.

b) Method for the Submission of Tenders and Language of the Tender

The Tenderer shall prepare one copy of the Tender written in Croatian language and Latin script. The Tender shall be delivered electronically to the Client's email address: marina.simun@htz.hr

Parts of the Tender that refer to the Concept Design itself shall be in the Croatian and in English language, whereas the remaining documents shall be written in Croatian, or if a document is written in a foreign language it shall be accompanied by a Croatian translation prepared by a certified court interpreter.

Parts of the Tender such as storage media, large designs, etc. that cannot be sent by email, the Tenderer shall label and list in the Tender contents as a part of the Tender and deliver those parts in physical format to the Client's address: Hrvatska turistička zajednica, Glavni ured, n/r Ms. Marina Šimun, Iblerov trg 10/IV, HR-10000 Zagreb, in a sealed envelope, in order to prevent the possibility of unauthorised access to Tender contents, bearing the name and address of the Tenderer, and the address and the following wording:

¹ If the Tender should consist of more than one part, the Tenderer shall indicate in the Tender contents the number of parts comprising the Tender. The parts of the Tender such as catalogues, storage media, etc. that cannot be threaded shall be labelled and listed in the Tender contents as a part of the Tender.

Tender – EXPO 2020

»DO NOT OPEN«

The Tenderer shall at its own discretion decide on the method of delivery for the part of the Tender submitted in physical format and shall be solely responsible for any loss or untimely delivery.

Tender opening is not public.

After the ranking of Tenders according to the selection criteria, and prior to the selection, the Client shall be able to request from the most suitable Tenderer the delivery of originals or notarised copies of one or more documents requested in accordance with paragraphs 4 and 5 hereof.

9.2 Date, Time and Place of Tender Submission

Notwithstanding the delivery method, the Tender shall be received by the Client no later than 1 March 2019 by 12:00 CET.

9.3 Amendments, Supplements and Withdrawal of the Tender

During the submission period, the Tenderer can deliver an amendment and/or supplement to the Tender. The amendment and/or supplement to the Tender shall be delivered by using the same method as with the main Tender, with a compulsory indication of it being an amendment and/or supplement to the Tender.

During the submission period, the Tenderer can withdraw the Tender with a written statement. The written statement shall be delivered by using the same method as with the main Tender, with a compulsory indication of it being a withdrawal of the Tender. In that case the Tenderer shall not be considered for selection.

9.4 Cost of Participation and Receiving Tender Documentation

All costs for the preparation and submission of the Tender shall be borne by the Tenderer.

This Tender Documentation can be downloaded free of charge at the websites www.htz.hr and <https://mint.gov.hr/>.

10 TENDER PRICING AND CURRENCY

The Tenderer shall:

- Indicate the unit price for each item of the Bill of Quantities;
- Indicate the Tender price for the overall subject-matter of procurement;
- Indicate the Tender price in HRK expressed in numbers.

For the duration of the Procurement Contract the Tender price shall be fixed. All costs and discounts shall be included in the Tender price.

If the Tenderer should fail to meet the requirements under this chapter or amends the text or quantities listed in the Bill of Quantities, such a Bill of Quantities shall be deemed incomplete and invalid and the Tender shall be rejected.

Apart from the Bill of Quantities, the Tenderer shall deliver a Price Elaboration with a clear indication of all elements affecting the price of its Tender, i.e. with a clear indication of all costs that brought to the total Tender price (e.g. preparation of the Concept Design, equipment, setup and installation, costs of experts, etc.)

11 TIMELINE, METHOD AND TERMS OF PAYMENT

The Client shall pay the price to the Service Provider on the basis of an invoice in the following stages:

1. phase – 50 % of the price shall be paid by the Client following the execution of the Contract;
2. phase – 30 % of the price shall be paid by the Client after the completion of works on the interior (20 October 2020), where the basis for issuing the invoice shall be the signed Acceptance Certificate for that part of the undertaking (interior works);
3. phase – 20 % of the price shall be paid by the Client after the return of the site to its original state, where the basis for issuing the invoice shall be the signed Acceptance Certificate for that part of the undertaking (return to original state).

The payment for performed services shall be made to the bank account of the Service Provider or the Group president (in case of Group of Tenderers) within 30 days following the receipt of the invoice.

Advance payment shall be excluded.

Subcontractor participation shall not affect the Service Provider's obligations for the performance of the Procurement Contract.

12 SELECTION CRITERIA

The most favourable Tender shall be based on the evaluation of the Board that shall focus on:

- Conceptual articulation of the exposition theme;
- Interactivity with visitors at the exposition and through social networks;
- Visual appeal focused on visitors' personal experience;
- Feasibility, i.e. mode and capacity for implementing the proposed Concept Design.

NOTES:

The Client can choose not to select a Tender and shall have the authority to withdraw from the Tender selection at any time, until it enters into a Contract with the selected Tenderer, where the Tenderers shall not have the right to be compensated for any damage that results or could result from this.

The Tenderers whose Tender had not been selected shall not have a right to appeal, nor shall they have a right to be compensated for any cost with regard to this procedure.

The Client can subsequently decide to prolong the period for the submission of Tenders or modify the terms of this Tender Documentation in any way it deems fit.

In the event of selection/acceptance of the Tender, the Client shall have the right to require from the selected Tenderer to provide all evidence which it finds relevant for proving its capacity to meet the stipulated obligations as well as their quality. If an evaluation at the discretion of the Client should indicate an inability or difficulty to meet the stipulated obligations, i.e. bring their quality into question, the Client shall withdraw from the selection of the Tender, i.e. from entering into a Contract with the selected Tenderer, where the Tenderers shall not have the right to be compensated for any damage that results or could result from this.

Obligations of the Selected Tenderer after Selection

The Tenderer shall enter into the Service Contract. The main content of the Contract is an integral part of this Tender Documentation.

ANNEXES:

Annex 1 - Theme Statement

Annex 2 - Official Review by EXPO Theme Statement Review Committee

Annex 3 - Expo Theme Elaboration

Annex 4 - Conceptual Framework with a Presentation Example

Annex 5 - Technical Information

Annex 5.1 - Technical Information 2

Annex 6 - Rented Pavilion Guide

Annex 7 - List of Approved, i.e. Registered Legal Persons

FORM 1 – TENDER SHEET

1	Name of the Client	CROATIAN TOURIST BOARD
2	Address	Iblerov trg 10/IV
3	ZIP and City	10000 Zagreb, Croatia
4	Registration No./PIN (OIB)	72501368180
5	Subject-Matter of Procurement	

Name of the Tenderer	
Tenderer's Registered Seat	
Tenderer's Address	
Tenderer's PIN (OIB)	
Tenderer's Bank Account No.	
Tenderer is liable to pay VAT (yes/no)	
Postal Address	
Email Address	
Contact Person for the Tenderer	
Phone No. / Fax No.	
Name of the Subcontractor	
Subcontractor's Address and Registered Seat	
Subcontractor's Bank Account No.	
Scope and Quantity of the Service Contract if a part of the Procurement Contract is subcontracted	
Subcontract Value in HRK excluding VAT	
Tender Price excluding VAT	

VAT	
Tender Price including VAT	
Date and Signature of the Tenderer	

By signing this Tender Sheet we undertake, in the event that the Tender should be accepted by the Client, to enter into a Contract as defined in this Tender Documentation.

The delivered Tender shall be valid for 90 days following its receipt by the Client.

In _____, _____ 201_

(FULL NAME, and signature of the authorised representative)

L.S.

NOTE:

- The forms are provided as templates only and the economic operators are free to use their own forms if they correspond in substance to the ones provided herein.

APPENDIX TO FORM 1 - TENDER SHEET – GROUP OF TENDERERS

1	Name of the Client	CROATIAN TOURIST BOARD
2	Address	Iblerov trg 10/IV
3	ZIP and City	10000 Zagreb, Croatia
4	Registration No./PIN (OIB)	72501368180
5	Tender Subject	

1	Group Member	
2	Tenderer's Registered Seat	
3	Tenderer's Address	
4	Tenderer's PIN (OIB)	
5	Bank Account No.	
6	Tenderer is liable to pay VAT (yes/no)	
7	Postal Address	
8	Email Address	
9	Contact Person for the Tenderer	
10	Phone No. / Fax No.	
11	Part of the Contract performed by a member of the Group of Tenderers (scope, quantity, value)	

1	Group Member	
2	Tenderer's Registered Seat	
3	Tenderer's Address	
4	Tenderer's PIN (OIB)	
5	Bank Account No.	
6	Tenderer is liable to pay VAT (yes/no)	
7	Postal Address	
8	Email Address	
9	Contact Person for the Tenderer	
10	Phone No. / Fax No.	
11	Part of the Contract performed by a member of the Group of Tenderers (scope, quantity, value)	

1	Group Member	
2	Tenderer's Registered Seat	
3	Tenderer's Address	
4	Tenderer's PIN (OIB)	
5	Bank Account No.	
6	Tenderer is liable to pay VAT (yes/no)	
7	Postal Address	
8	Email Address	
9	Contact Person for the Tenderer	
10	Phone No. / Fax No.	
11	Part of the Contract performed by a member of the Group of Tenderers (scope, quantity, value)	

1	Member of the Group of Tenderers authorised for communication with the Client and the Group president	
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In _____, _____ 201_

(FULL NAME, and signature of the authorised representative)

L.S.

NOTE:

- The forms are provided as templates only and the economic operators are free to use their own forms if they correspond in substance to the ones provided herein.

FORM 2 – LIST OF SERVICE CONTRACTS

No.	Company Name and Address of the Other Party	Description of Services	Date of Execution of Services	Value of Services
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

In _____, _____ 201_

(FULL NAME, and signature of the authorised representative)

L.S.

NOTE:

- The forms are provided as templates only and the economic operators are free to use their own forms if they correspond in substance to the ones provided herein.
- The List is accompanied with a certificate issued by the other party on due performance and outcome of the services. The certificate shall indicate the company name and address of the other party, description of services, date of performed services and their value.

FORM 3 – LIST OF EXPERTS

Full Name of Expert	Appointed Position	Current Occupation	Professional Qualifications	Prior Experience

In _____, _____ 201_

(FULL NAME, and signature of the authorised representative)

L.S.

NOTE:

- The forms are provided as templates only and the economic operators are free to use their own forms if they correspond in substance to the ones provided herein.

FORM 4 – STATEMENT OF NO CRIMINAL RECORD

STATEMENT

I, _____,
(full name, address/residence, PIN (OIB))

as the legally authorised representative of the economic operator/Tenderer

(name and registered seat of the economic operator/Tenderer)

on my behalf and on the behalf of the economic operator, hereby declare that we have not been convicted with a judgment having the force of res judicata for:

(a) Being a member of a criminal organisation, under

- Article 328 (Criminal organisation) and Article 329 (Committing a criminal offence as a member of a criminal organisation) of the Criminal Code

- Article 333 (Associating for the purpose of committing 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, under

- Article 252 (Passive corruption in business activities), Article 253 (Active corruption in business activities), Article 254 (Abuse in public procurement procedures), Article 291 (Abuse of office and authority), Article 292 (Unlawful preference), Article 293 (Passive corruption), Article 294 (Active corruption), Article 295 (Trade in influence) and Article 296 (Active corruption for the purpose of trade in influence) of the Criminal Code

- Article 294(a) (Passive corruption in business activities), Article 294(b) (Active corruption in business activities), Article 337 (Abuse of office and authority), Article 338 (Abuse in performing governmental duties), Article 343 (Illegal intercession), Article 347 (Passive corruption) and Article 348 (Active Corruption) 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)

(c) Fraud, under

- Article 236 (Fraud), Article 247 (Fraud in business activities), Article 256 (Evasion of tax and custom duties) and Article 258 (Subsidy fraud) of the Criminal Code

- Article 224 (Fraud), Article 293 (Fraud in business activities) and Article 286 (Evasion of Tax and Other Levies) 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) Terrorism or Criminal Offences in Connection with Terrorist Activities, under

- Article 97 (Terrorism), Article 99 (Public incitement to terrorism), Article 100 (Recruitment for terrorism), Article 101 (Training for terrorism) and Article 102 (Terrorist organisation) of the Criminal Code

- Article 169 (Terrorism), Article 169(a) (Public incitement to terrorism) and Article 169(b) (Recruitment and training for terrorism) 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)

(e) Money Laundering or Funding Terrorism, under

- Article 98 (Funding terrorism) and Article 265 (Money laundering) of the Criminal Code

- Article 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 or Other Forms of Human Trafficking, under

- Article 106 (Human trafficking) of the Criminal Code

- Article 175 (Human trafficking and slavery) 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), or for criminal offences that, according to national regulations of the economic operator's country of establishment, i.e. country of the person's nationality, cover the listed grounds for exclusion.

In _____, _____ 201_

(FULL NAME, and signature of the authorised representative)

L.S.

NOTE:

- The forms are provided as templates only and the economic operators are free to use their own forms if they correspond in substance to the ones provided herein.

FORM 5 – CONTRACT PROPOSAL

Note: In the event that the Tender of the Group of Tenderers should be selected, the Contract shall be adapted to the provisions of this documentation with regard to rights and obligations of the Group of Tenderers.

CROATIAN TOURIST BOARD, Iblerov trg 10/IV, 10000 Zagreb, Croatia, PIN (OIB): 72501368180, represented by M. Sc. Kristjan Staničić, Director of the Head Office, (hereinafter referred to as: Client)

and

_____, _____, _____, PIN (OIB): _____, represented by _____, (hereinafter referred to as: Service Provider)

have entered into:

PROCUREMENT CONTRACT No. _____

Article 1 SUBJECT MATTER

The Service Provider undertakes to prepare for the Client the Concept Design for the Croatian Pavilion at the EXPO 2020 in Dubai, all in accordance with the Tender, Tender Documentation and the Tender by the selected Tenderer.

Article 2 SCOPE OF SERVICES

The Service Provider undertakes to perform the Services professionally and with due care, and within the following scope:

The preparation of the Concept Design of the Croatian Pavilion at the EXPO 2020 in Dubai (20 October 2020 – 10 April 2021), its implementation, maintenance and dismantling, all in accordance with the prescribed theme for the Pavilion, the method of its presentation approved by the Croatian National Committee for the EXPO 2020 Dubai, the guidelines and the timeline defined by the EXPO 2020 Organizer.

The Statement of Work comprises two components:

1 Concept Design of the Croatian Pavilion

The theme for the Croatian Pavilion at the Expo – ‘Mobility of the Mind’ as well as the conceptual framework of its representation have been approved by the Organizer.

Expo Site

The presentation concept for the ‘Mobility of the Mind’ theme focuses on the ‘experience tour’, an interactive audio-visual experience for the visitors coming to the Pavilion, with a duration of 10 to 15 minutes in a preselected area. The area can be modified through the use of partition walls and installations

according to the concept requirements; however, the Concept Design shall provide a smaller area for the gift shop and the stay of visitors at the end of the exposition tour. Due to technical limitations, that area cannot be a restaurant or a food preparation area.

Depending on the possibilities, the theme presentation concept shall include greater visitor interaction, including the use of a special website and social networks through smartphones and applications, to which parts of the audio-visual materials from the tour could be downloaded. Since there shall be no promotional printed materials, all information, including the reaction videos of the Pavilion visitors during the tour, shall be available to visitors on their smartphone devices.

Pavilion Business Area

Consequently, the Concept Design shall include a compatible interior of the second storey of the Croatian Pavilion, which is not open for visitors, but is exclusively intended for business meetings, conferences and seminars and the business operations of the Pavilion administration. The interior decoration of the second storey shall include office and conference furniture and LED screens for presentations.

Pavilion Exterior

The Pavilion exterior is also a part of the Concept Design, all in accordance with the restrictions, capacities and rules of the Organizer of the EXPO 2020 Dubai.

For the purpose of preparing the Concept Design, the Service Provider shall use the following:

- Theme Statement
- Official Review by EXPO Theme Statement Review Committee
- Expo Theme Elaboration
- Conceptual Framework with a Presentation Example
- Technical Information on the Pavilion and Technical and Safety Standards

The Concept Design shall include a book of standards and the visual identity of Croatia's participation (logo) at the EXPO 2020 Dubai, the Client reserving the right to use the Concept Design for other purposes.

2 Exposition Setup, Maintenance and Return to Original State

Exposition Setup

The exposition setup includes the production of all components (multimedia and similar content, applications, equipment, lighting, etc.) required for the exposition, the entire Pavilion design, transport of required materials and the exposition installation.

The Croatian Pavilion shall be available for surveys starting from 20 October 2019. The interior works shall be completed by 20 July 2020, so that the EXPO Organizer, in cooperation with the Service Providers, can approve the opening by 20 October 2020.

For setting up the exposition, the Service Provider shall use a Subcontractor registered in UAE, licensed for performing work at the EXPO site, selected through cooperation with the Client. Also, through cooperation with the Client and the EXPO Organizer, modes of transportation and meeting legal and formal requirements for participation shall also be agreed.

Maintenance

During the exposition between 20 October 2020 and 10 April 2021 the Service Provider shall ensure the required technical support for the installation of the exposition. Technical support shall be provided as follows:

(To be entered after the selection of the Tenderer in accordance with the selected Concept Design)

Return to Original State

Pursuant to the EXPO 2020 Dubai Croatian Participation Contract, the Service Provider shall return the Croatian Pavilion to its original state by 10 July 2021. All equipment used for the Croatian Pavilion shall be retained by the Service Provider, unless the Client and the Service Provider decide otherwise.

Article 3 CONTRACT PRICE AND DELIVERY OF THE GUARANTEE FOR PROPER PERFORMANCE OF THE CONTRACT

For performing the Services the Client shall pay the Service Provider the contract price in the amount of _____ (in words: _____) HRK excluding VAT.

The contract price is fixed and covers all Services defined in Article 2 of this Contract, Tender Documentation and the Service Provider's Tender.

Current or former associates of the Service Provider shall have no right to be compensated by the Client for any of their claims against the Service Provider resulting from the performance of this Contract.

The Client shall hold liable the Service Provider for all damages that the Client suffers as a defendant or co-defendant during the realisation of claims under paragraph 3 of this Article 3.

Within 8 days following the conclusion of the Contract, the Service Provider shall deliver a guarantee for proper performance of the Contract in the event of infringement of contractual provisions, in the form of an unconditional bank guarantee, with clauses “payable on first written demand” and “without protest”.

The guarantee shall be issued in favour of the Client in an absolute amount expressed as 10 % of the value of the Contract (excluding VAT).

The delivery of the above guarantee under paragraph 5 of this Article 3 shall represent a mandatory element of the Contract.

Article 4 PRICE CALCULATION AND MATURITY

The Client shall pay the stipulated price under Article 3 hereof to the Service Provider on the basis of an invoice in the following stages:

1. phase – 50 % of the price shall be paid by the Client following the execution of the Contract;
2. phase – 30 % of the price shall be paid by the Client after the completion of works on the interior (20 October 2020), where the basis for issuing the invoice shall be the signed Acceptance Certificate for that part of the undertaking (interior works);
3. phase – 20 % of the price shall be paid by the Client after the return of the site to its original state, where the basis for issuing the invoice shall be the signed Acceptance Certificate for that part of the undertaking (return to original state).

The payment for performed services shall be made to the bank account of the Service Provider within 30 days following the receipt of the invoice.

Advance payment shall be excluded.

Subcontractor participation shall not affect the Service Provider’s obligations for the performance of the Procurement Contract.

Article 5 TIMELINE FOR THE EXECUTION OF SERVICES

The timeline for the provision of services starts at the execution of the Contract with the selected Tenderer. The Croatian Pavilion shall be available for surveys starting from 20 October 2019. The interior works shall be completed by 20 July 2020, so that the EXPO Organizer, in cooperation with the Service Providers, can approve the opening until 20 October 2020.

The Croatian Pavilion shall be used until the end of the EXPO 2020 Dubai, on 10 April 2021, after which the selected Tenderer shall return the site to its original state, no later than 10 July 2021.

The timeline under this Article 5 can be extended on the grounds of:

- Force majeure;
- Other legitimate reasons.

The Client and/or the EXPO Organizer shall provide prior consent for all the listed reasons for extending the timeline under paragraph 3 of this Article 5.

The extension of the timeline under paragraph 3 of this Article 5 shall be agreed on by the Parties through an annex to this Contract.

In case the Service Provider fails to provide the Services in accordance with this Contract, fails to meet the objectives within the stipulated timeline, performs its obligations untimely or poorly, it undertakes to pay a penalty in the amount of 1 % (one percent) daily of the stipulated amount for each day of the exceeded timeline, up to a total amount of 10 % of the total stipulated amount, and the Client shall have the right to terminate the Contract and also a right to be compensated for damages, i.e. compensation for the surplus for which the actual damage exceeds the amount of the penalty, which shall be compensated by the Service Provider.

Article 6 SERVICE PERFORMANCE STANDARDS

The Service Provider shall perform the Services professionally and efficiently, in accordance with the Civil Obligations Act, the Labour Act and other acts and regulations governing the area as well as all elements defined in the Tender Documentation and the Service Provider's Tender.

Engaging an Expert by the Service Provider shall not establish a contractual relation between the Expert and the Service Provider.

Work days and hours of the Service Provider's personnel shall comply with the laws, regulations and customs of the Republic of Croatia and the United Arab Emirates.

The Service Provider shall provide all information with regard to the performance of the Services to the Client or any other person authorised by the Client.

The Service Provider shall at all times act impartially with regard to its professional ethics as well as with required discretion. The Service Provider shall refrain from public statements with regard to this Contract without prior consent from the Client, and shall make this clear to all third parties.

The Service Provider and its personnel shall respect human rights and do all in their power not to cause offence to political, cultural and religious practices predominant in the Republic of Croatia and the United Arab Emirates.

The Service Provider and all of its personnel shall not abuse their authorities for personal gain. The Service Provider and all of its personnel and its subcontractors shall not accept nor shall they agree to accept or offer to any person, or obtain for any person a gift, compensation, commission or any consideration of any kind for the act of providing or omitting to perform an act with regard to the performance of the Contract or to demonstrate any partiality towards or against any person with regard to the Contract. The Service Provider shall comply with all relevant laws and regulations and codes with regard to struggle against bribery and corruption.

The payments to the Service Provider made by the Client in accordance with the Contract shall be the only income and benefit it can acquire with regard to the Contract.

Article 7 OBLIGATIONS OF THE CLIENT

At its earliest convenience and without any additional cost, the Client shall make available to the Service Provider all information and documents in its charge, which are related to the performance of the Services.

The Client shall appoint an Authorised Representative, i.e. the project manager authorised to communicate with the Service Provider and who shall be in charge of monitoring the performance of the Services by the Service Provider and notify the Service Provider about it in writing within 8 (eight) days from the execution of the Contract.

Article 8 REPLACEMENT OF AN EXPERT

Experts listed by the Service Provider in the Tender as persons responsible for providing the Services, shall actually participate in the performance of the Contract. The Service Provider shall not replace Experts without prior written consent by the Client. The Service Provider shall submit a written request to the Client for a replacement and indicate the grounds for the replacement as well as professional qualifications of the person it recommends to be the replacement.

In the event of replacing an Expert, the replacement Expert shall have equal or better professional qualifications than the expert it recommended in the selected Tender. All expenses with regard to the replacement shall be borne by the Service Provider.

The Service Provider shall recommend the replacement to the Client within 7 (seven) days following the day of determining the need for replacement.

The Client shall respond to the Service Provider's proposal for replacement within 7 (seven) days from receiving the proposal. If the Client should decline the proposal for the replacement, the Service Provider shall recommend a new replacement within 7 (seven) days from receiving the notice on the declined proposal.

If within the timeline defined under paragraphs 3 and 4 of this Article 8, the Service Provider should fail to recommend a suitable replacement, the Client reserves the right to terminate the Contract and enforce the guarantee for the proper performance of the Contract.

The Client reserves the right to demand a replacement of one or more of the Service Provider's Experts in the following circumstances:

- If the Expert continually fails to perform its duties as defined under the Contract, and;
- If it is reliably established that the Expert received any kind of bribe, gift, compensation, commission, or any other valuable as an incentive or a reward from a party with regard to the Contract.

Article 9 CONTROL

The Parties agree that the Client shall ensure continuous control of Service provision through the Client's Authorised Representative as defined under Article 7 hereof.

The Service Provider's Authorised Representative shall report the status of the performance of the Services, any potential problem and unforeseen circumstances to the Client's Authorised Representative.

Article 10 COPYRIGHT

By paying all stipulated fees under Article 4 hereof, the Service Provider shall also transfer to the Client, indefinitely and in its entirety, all copyright in the subject matter of this Contract, in particular the right to adapt, process and modify all content created in the performance of this Contract.

The Client shall become the sole owner and holder of copyright in the Concept Design and all the technical documents with the right to transfer the use of the work in full or in part to third parties from the system of tourist boards in the Republic of Croatia and to other economic operators from the Republic of Croatia (both legal and natural persons).

The Service Provider shall ensure that there are no third party rights in the above deliverables that would in any manner restrict or impede the Client in using the foregoing as specified in this Contract, and guarantees to ensure all intellectual property rights that are required for the Client to freely, indefinitely, in any manner and through any medium, in an unrestricted scope of processing, adapting or adjusting, and without any cost, use such deliverables.

The Service Provider agrees that the Client shall not be obliged to present the names of individual authors, but shall provide all information on the authors at the request of any third party, and at its own discretion it shall indicate the authors in its promotional and other materials. The Service Provider and the authors shall have the right to present the Client and the subject matter of this Contract as a professional reference at any time and in any professional and fair manner. The Service Provider shall ensure that the authors agree

for the said modes of presentation to be regarded as being in complete compliance with the provisions on presenting authors with regard to their moral rights.

During the handover of the materials that represent the work, the Service Provider shall deliver to the Client a written confirmation of the title and the author/s of the work (photographer, composer, screenwriter/storyboard writer and the director, co-authoring the audio-visual work, i.e. third parties that are included in the creation of the work as co-authors or performance artists), as well as all evidence on the transfer and unrestricted (temporally, territorially, and content-wise) disposal of copyright of these persons, with regard to the materials that comprise the work (royalties agreements, statements, etc.) as well as the consent on the manner of presenting authors as specified in this Contract.

Article 11 ENTRY INTO FORCE AND TERMINATION

Concurrent or subsequent verbal agreements on secondary issues that were not stated in the Contract and concurrent or subsequent verbal agreements that reduce or facilitate the obligations of one or both Parties shall have no effect.

This Contract shall enter into force on the day it is signed by both Parties. If the Parties should sign the Contract on a different day, the effective date shall be the day on which the last Party signed the Contract. This Contract shall be terminated upon the performance of contractual obligations of both Parties. After this Contract is terminated on any grounds, the provisions under Article 3 paragraph 4 and Article 10 and Article 14 shall remain in force indefinitely.

Article 12 TERMINATION BY CLIENT

The Client shall have a particular right to terminate the Contract by sending a written notice to the Service Provider, if:

- the Service Provider violates the Contract through omissions in the performance of its contractual obligations;
- the Service Provider does not comply, within a reasonable period of time and after receiving a notice from the Client's Authorised Representative with the request to rectify its negligence or omission in the performance of its duties under the Contract, with the execution, which gravely affects the proper and timely performance of the Services;
- the Service Provider refuses or neglects to implement administrative instructions given to the Service Provider by the Client's Authorised Representative;
- the Service Provider adds Services to the Subcontract without the consent from the Client;
- the Service Provider is bankrupt or subject to liquidation, its business operation is administered by courts, it has entered into an arrangement with its creditors, it has suspended its business

activities, it is subject to proceedings with regard to the foregoing or finds itself in another similar situation arising from a similar procedure under laws and regulations of the Republic of Croatia;

- the Service Provider fails to provide the required guarantees;
- the Service Provider is responsible for professional misconduct, which the Client can prove;
- the Service Provider is convicted of fraud, corruption, involvement with a criminal organisation, money laundering or any other unlawful activity, where such an unlawful activity is detrimental for financial interests of the Client and/or the Republic of Croatia, by a judgment which has the force of *res judicata*;
- the Service Provider is unable to ensure a suitable replacement for any of the Experts.

The Client's Authorised Representative shall, as soon as possible after the termination, confirm the value of the provided Services and all amounts belonging to the Service Provider on the termination date.

The Client shall not be obliged to make any further payments to the Service Provider until the Services are completed. After the Services are completed, the Client shall recover additional costs from the Service Provider, if any, for the completion of the Services, or it shall pay the remaining amount belonging to the Service Provider.

If the Client should terminate the Contract, it shall have the right to enforce the Service Provider's guarantee for the proper performance of the Contract.

Article 13 TERMINATION BY SERVICE PROVIDER

The Service Provider shall have the right to terminate the Contract by sending a written 90 (ninety)-day notice to the Client if the Client should substantively fail to meet its obligations under the Contract, even after repeated reminders.

Such a termination shall be independent from other rights that the Client or the Service Provider have acquired under the Contract.

Article 14 CONFIDENTIAL DATA

Without prior written consent from the Client, the Service Provider shall not disclose confidential data to any unauthorised person.

Confidential data shall refer to data the confidentiality of which the Service Provider has been warned about by the Client, verbally or in writing; data that could, according to a reasonable consideration of a

professional, have harmful effects for the Client; and data that are confidential in accordance with applicable regulations.

The Service Provider shall be held liable by the Client for its current and former associates for violating the provisions under this Article 14.

All personal data included in the Contract shall be processed in accordance with the General Data Protection Regulation Implementation Act (Official Gazette No 42/18). The data shall be processed exclusively for the purpose of performing, managing and monitoring the Contract by the Client.

Article 15 CONFLICT OF INTEREST

The Service Provider shall implement all necessary measures in order to prevent or end any situation that could affect the impartial and objective performance of the Contract. Such a conflict of interest can arise especially due to economic interest, political or national affinity, family or emotional ties or any other relevant relationship or common interest. The Client shall immediately be notified in writing about every instance of conflict of interest that could arise during the performance of the Contract. In the event of such a conflict of interest, the Service Provider shall immediately implement all necessary measures in order to resolve it.

The Service Provider reserves the right to verify if such measures are appropriate and may request that additional measures be taken if necessary. The Service Provider shall ensure that its personnel, including the management, do not come to a situation that could lead to a conflict of interest. Notwithstanding their obligations under the Contract, the Service Provider shall immediately and without any compensation from the Client, replace each member of its personnel exposed to such a situation.

The Service Provider shall limit its role with regard to the project to the providing of Services described in the Contract.

Article 16 FORCE MAJEURE

No Party shall be deemed in violation of its obligations under the Contract if meeting such obligations is prevented by circumstances of force majeure occurring after the Contract had entered into force.

The term force majeure, as used herein, shall cover all unforeseen events that affect the Service Provider's ability to perform the Services, which are not under the control of any Party and which cannot be overcome by proper action by any Party, such as strikes, riots, unrest and uprisings of persons that are not the members of the Service Provider's personnel, wars (declared and undeclared), blockades, rebellions, insurrections, epidemics, landslides, earthquakes, storms, floods, civil unrest, explosions.

Notwithstanding the provisions of the Contract, the Service Provider shall not be held responsible for penalty or termination due to violation or non-performance of the Contract, to the extent that the delay in

performance or any other failure to perform the obligations under the Contract resulted from an occurrence of an event that qualifies as a force majeure.

If any of the Parties considers that an event that qualifies as a force majeure had occurred, potentially affecting the performance of its obligations, the Party shall immediately notify the other Party and the Client's Authorised Representative indicating details of the nature, probable duration and effects of such circumstances. Unless otherwise directed by the Client's Authorised Representative, the Service Provider shall continue to perform its obligations under the Contract within reason, and it shall ask for all reasonable alternatives for performing its obligations, which are not prevented by an event that can be categorised as a force majeure. The Service Provider shall not reach for such alternatives unless directed by the Client's Authorised Representative.

If any of the Parties is prevented or shall be prevented in performing the obligations under this Contract by force majeure, each Party shall have the right to notify the other Party within 14 (fourteen) days after the Party learned of the event or circumstance that could be categorised as force majeure. After the other Party confirms the notification in writing within 7 (seven) days, the Parties shall be free from performing their obligations for the duration of the force majeure event. If the other Party should fail to respond in the above period of time, the notification shall be deemed accepted.

In the event of force majeure and if the circumstances of force majeure should continue in the total duration of 140 (one hundred and forty) days, each Party can then inform the other Party about terminating the Contract. In that case, the termination shall be effective 7 (seven) days after such a notification has been sent.

Article 17 ASSIGNMENT OF THE CONTRACT

The Service Provider shall not assign this Contract to any third party thus making any such attempt of assignment null and void.

Article 18 ANNEXES

Integral parts of this Contract are as follows:

- Annex 1 Tender Documentation and its annexes
- Annex 2 Service Provider's Tender
- Annex 3 Bill of Quantities
- Annex 4 List of Experts
- Annex 5 Guarantee for the proper performance of the Contract.

Article 19 DISPUTE RESOLUTION

Any dispute arising from or with regard to this Contract shall be resolved amicably by the Parties.

In the event of any dispute arising from this Contract, the Parties shall attempt to resolve it amicably, otherwise they agree to arbitration where all disputes arising from or with regard to this Contract, including disputes with regard the validity of its execution, violation or termination, as well as any resulting legal effect, shall finally be settled by arbitration with the Arbitration Rules in force before the Permanent Arbitration Court at the Croatian Chamber of Economy (Zagreb Rules).

The Service Provider and the Client agree that:

- The number of arbitrators in the dispute shall be three;
- The Croatian law shall be the applicable law;
- Arbitration shall be performed in Croatian language with the use of Latin script;
- Arbitration shall be performed in Zagreb.

Article 20 CLIENT'S AUTHORISED REPRESENTATIVE

The Client's Authorised Representative shall be appointed through a special decision by the Client.

Article 21 COUNTERPARTS

This Contract has been made in 8 (eight) counterparts, 6 (six) of which shall be kept by the Client, and 2 (two) by the Service Provider.

For the Service Provider:

In _____, _____

For the Client:

M. Sc. Kristjan Staničić,
Director of the Head Office

In _____, _____

FORM 6 – BILL OF QUANTITIES

BILL OF QUANTITIES					
No.	Item name	Unit	Quantity	Unit price in HRK excluding VAT	Total price in HRK excluding VAT
1	The preparation of the Concept Design of the Croatian Pavilion at the EXPO 2020 in Dubai (20 October 2020 – 10 April 2021), its implementation, maintenance and dismantling	package	1		
Tender price in HRK excluding VAT					
Amount of Value Added Tax (PDV) 25 % in HRK					
Total Tender price in HRK including VAT					

In _____, _____ 201_

(FULL NAME, and signature of the authorised representative)

L.S.