

Based on the Articles 21 and 24 of the Articles of Incorporation of NAFTALAN, a special hospital of medical rehabilitation, Ivanić Grad, Omladinska 23a (official gazette of Zagreb County, Glasnik Zagrebačke Županije, no. 11/05, 14/05 and 28/06) of the Decision of the Managing Council of NAFTALAN on approved international public invitation of tenders, File number: 238/10-111-668/08 of 07th April, 2008 NAFTALAN, SPECIAL HOSPITAL OF MEDICAL REHABILITATION from Ivanić Grad announces

INTERNATIONAL PUBLIC TENDER
INVITATION
FOR BUILDING A COMPLEX OF A CLOSED AND OPEN SWIMMING POOL
AND
THE CONSTRUCTION OF HOTEL CAPACITIES
OF SB NAFTALAN IVANIĆ GRAD

A. GENERAL DATA

- 1. Invitation for submitting the Tenders for the choice of the best partner for the realization of the development program of the special hospital of NAFTALAN.**
 - 1.1. NAFTALAN, the special hospital of medical rehabilitation from Ivanić Grad, Omladinska 23a (hereinafter: NAFTALAN) invites the bidders to submit a offer **for the choice of the best partner for the CONSTRUCTION OF THE COMPLEX OF A CLOSED AND AN OPEN SWIMMING POOLS AND FOR THE CONSTRUCTION OF HOTEL CAPACITIES OF SB NAFTALAN IVANIĆ GRAD**, based on the model of mutual partnership and joint venture investing, with the purpose of establishing a joint company.
- 2. Frame of mutual cooperation**
 - 2.1. This INTERNATIONAL PUBLIC BID INVITATION is to invite all the interested domestic and foreign natural and legal persons to participate, based on investing the financial resources, in the realization of the development projects of NAFTALAN from the item 1, of this BIDDING INVITATION, within agreed period of time, which cannot be longer than 3 (three) years from a contract conclusion.
 - 2.2. NAFTALAN will conclude the Contract on the realization of development projects of the special hospital of NAFTALAN with a chosen bidder, respectively partner, based on the INTERNATIONAL PUBLIC BIDDING INVITATION for the choice of the best partner for the realization of the special hospital of NAFTALAN, which will refer to the construction of the COMPLEX OF OPEN AND CLOSED SWIMMING POOLS and HOTEL CAPACITIES, by means of establishing, with such a partner, a company with the basic activities referring to health tourism, catering and hotel industry.
 - 2.3. NAFTALAN assumes obligation to contribute to the joint venture company the real estate of its ownership that are sited at Ivanić Grad at the cadastral plots nos. 2098/1 and 2098/2, of the total area of 31,824 square metres, all registered with the land registry file number 2880, with the Municipal Court at Ivanić Grad.

- 2.4. **NAFTALAN also assumes the obligation to enable to the joint venture company to use the know-how of SB NAFTALAN, in the way to:**
- a) **to provide for the right of the use and application of naphtalane and naphtalane-therapy with the healing of skin and rheumatic diseases, for the beneficiaries of the services of the joint company,**
 - b) **to provide, at a long-term, for the sufficient resources of the natural curative factor of *naphtalane* for the own and the needs of the beneficiaries of the hospital services of the joint company, for the purpose of healing and medical rehabilitation to be carried out at the SB NAFTALAN, based on especially concluded contract and established mutual interests; at the joint company.**
 - c) **to provide, at a long-term, for the right of the use of natural geothermal water, for the own, and for the needs of the beneficiaries of the hospital services of the joint company, for recreation purposes and medical rehabilitation to be carried out at the SB NAFTALAN and at the facilities of the joint company,**
 - d) **to provide for a lasting and continuous control and professional supervision over the application of the natural healing factors with the healing and medical rehabilitation, that could be carried out at the joint company, based on especial contracts and agreements,**
 - e) **to provide, based on a separately concluded contract, the participation at the preparing and financing of joint projects, for purpose of the improvement of the production technology, the application of naphtalane and its preparations for medical purposes of curing and naphtalane therapy, with the supervision by the appointed joint commission composed at an equal basis by NAPHTALANE and joint company.**
- 2.5. **The most favourable bidder, respectively a partner from this INTERNATIONAL PUBLIC BID INVITATION assumes the obligation to participate at the realization of the development projects of the Special Hospital of NAFTALAN through the financing of the construction of the COMPLEX OF CLOSED AND OPEN SWIMMING POOLS and HOTEL CAPACITIES, in line with the bidding investment program to be prepared by the bidder, and as an annex to a offer**
- 2.6. **NAFTALAN and the best chosen bidder, i.e. partner, assume obligation to mutually establish a joint company to which SB NAFTALAN would contribute not less than 20% of the value of the planned minimum investments to the projects from the item 1.1. of this BID INVITATION, out of which:**
- 2.6.1. **Building land at the value of not less than 10 % of the planned minimal investments to the development projects from the item 1.1. of this BID INVITATION, and**
 - 2.6.2. **the know-how, with the knowledge on the production and the application of the natural resources of curative naphtalane oil and geothermal water sources, in the healing and medical rehabilitation, at the value of further, more than 10 % of the planned minimal investments into the development projects from the item 1.1. of this BID INVITATION.**
- The final amount of the value share of SB NAFTALAN in the joint company will be established based on the offer of the best bidder with the recognition of the contributed value from the item 2.6.1 and item 2.6.2 of this BID INVITATION.**
- 2.7. **NAFTALAN offers to the potential bidders also the model of the choice of the best bidder, based on the acquired right of construction on the subject-matter building land from the item 2.3. of this BID INVITATION, at the period of time of 30**

- (thirty) years, with the annual compensation of at least 1.00 (one) kuna and the obligation of the return of the building land and constructed real property to the ownership of SB NAFTALAN.
- 2.8. **With the choice of the model from the item 2.7 for the realization of the construction of the project from the item 1.1. of this BID INVITATION, NAFTALAN offers, as its share at the joint daughter company, the value of the know-how, with the knowledge on the production and the application of the natural resources of curative naphthalene oil and geothermal water sources, in the healing and medical rehabilitation, at the value of not less than 10 % of the planned minimal investments into the development projects from the item 1.1. of this BID INVITATION, as offered by the bidder.**
- 2.9. **The Bidders may give their offer only for the item 2.6.1 or the item 2.7 of this BID INVITATION.**
If they, though, submit the offer also for the item 2.6.1, and the item 2.7 of this BID INVITATION, NAFTALAN shall take into consideration the offer for the item 2.7 of this BID INVITATION.

3. Bidders' identity

- 3.1. The Bidders are obliged to enclose with the offer the documents by means of which their identity and credit worthiness can be established. **The offers can be submitted by domestic and foreign legal and natural persons.**
- 3.2. Domestic and foreign **legal persons** are obliged to enclose the original or a certified copy of the excerpt from the register of companies with which they have been registered. The excerpt must not be older than the date of publishing the international public bid invitation for the choice of the best partner for the realization of the development projects of NAFTALAN. The mentioned documents should be in Croatian language, i.e. the originals shall be translated into Croatian language by a certified court interpreter.
- 3.3. Domestic legal persons shall evidence their credit worthiness by the documents of BON 1 and BON 2 issued by the Financial Agency of FINA or some other authorized institution after the date of publishing of the international public bid invitation for the choice of the best partner for the realization of the development projects of NAFTALAN. Foreign legal persons shall evidence their credit worthiness by sending their latest audited financial statements that should be translated into Croatian language by a certified court interpreter.
- 3.4. Domestic legal persons are obliged to enclose the confirmation on the settled due taxes, paid due contribution for pension scheme insurance and paid due contribution of the health insurance.
- 3.5. Domestic and foreign legal persons are obliged, if a bidder is a joint stock company, to submit their audited financial statements for the last two years (audit reports). If a bidder has no audit report for the year of 2007, such bidder is obliged to submit the non-audited financial statements for the year of 2007, as prepared by the management of the bidder. Foreign legal persons are obliged to submit the mentioned reports translated into Croatian language by a certified court interpreter.
- 3.6. Domestic and foreign legal persons are obliged, if the question is of a bidder which is a limited liability company, to submit the financial statements (balance sheet, profit and loss account, cash flow statement) for the latest 2 years. Foreign legal persons are

- obliged to submit the mentioned reports translated into Croatian language by a certified court interpreter.
- 3.7. Domestic and foreign legal persons are obliged to enclose also the existing brochures and leaflets about the company or a “company profile” of the company. Foreign legal persons are obliged to submit the mentioned documents translated into Croatian language by a certified court interpreter.
 - 3.8. Domestic and foreign **legal persons** are obliged to enclose the original or a certified copy of the excerpt from the register of companies with which they have been registered. The excerpt must not be older than the date of publishing the international public bid invitation for the choice of the best partner for the realization of the development projects of NAFTALAN. The mentioned documents should be in Croatian language, i.e. the originals shall be translated into Croatian language by a certified court interpreter.
 - 3.9. Domestic legal persons evidence their credit worthiness by means of the documents of BON1 and BON 2 issued by FINA or some other authorized institution after the date of publishing the international public bid invitation for the choice of the best partner for the realization of the development projects of NAFTALAN.
Foreign legal persons evidence their credit worthiness by submitting the latest audited financial statements that shall be translated into Croatian language by a certified court interpreter.
 - 3.10. Domestic legal persons are obliged to enclose the confirmation on the settled due taxes, paid due contribution for pension scheme insurance and paid due contribution of the health insurance.
 - 3.11. Domestic and foreign legal persons are obliged, if a bidder is a joint stock company, to submit their audited financial statements for the last two years (audit reports). If a bidder has no audit report for the year of 2007, such bidder is obliged to submit the non-audited financial statements for the year of 2007, as prepared by the management of the bidder. Foreign legal persons are obliged to submit the mentioned reports translated into Croatian language by a certified court interpreter.
 - 3.12. Domestic and foreign legal persons are obliged, if the question is of a bidder which is a limited liability company, to submit the financial statements (balance sheet, profit and loss account, cash flow statement) for the latest 2 years. Foreign legal persons are obliged to submit the mentioned reports translated into Croatian language by a certified court interpreter.
 - 3.13. Domestic and foreign legal persons are obliged to enclose also the existing brochures and leaflets about the company or a “company profile” of the company. Foreign legal persons are obliged to submit the mentioned documents translated into Croatian language by a certified court interpreter.
 - 3.14. The bidders can enclose also other documents that proved their identity and credit worthiness, and which are considered by them to be essential.
 - 3.15. If at any moment whatsoever a presented evidence, of a document concerning identity, of credit worthiness of the bidder, or the settlement of liabilities, is found to be of false contents, NAFTALAN will cancel the choice with retaining the bid bond, and it can also cancel already concluded contract through the fault of the chosen bidder, respectively partner.

4. Costs of bidders

- 4.1. A bidder bears all the costs referring to the preparation and submitting of the offer and the whole procedure of bid collection. NAFTALAN is by no means responsible or

obliged to compensate a bidder for those costs, regardless of the method of conducting and the final result of the procedure of collecting the offers.

B. PREPARATION OF A TENDER

5. Language of the tender

5.1. A offer prepared by a bidder must be written in Croatian language. Contents and sequence the documents contained in the offer are enumerated in the item 6. of the INTERNATIONAL PUBLIC BID INVITATION for a choice of the best partner for the realization of development projects of NAFTALAN. The stated documents can be written also in a foreign language but the translation into Croatian language must be enclosed with them, made by a certified court interpreter.

6. Contents and sequence of the documents making the parts of a tender

6.1. A offer should contain the following documents with the following sequence:

- a) Offer,
- b) a bid bond issued by a bank or a letter of the bank confirming the ability of the bidder to finance the project, (a bid bond issued by a bank)
- c) a Bank Guarantee or the Letter of Intent for the issuing of a guarantee for the execution of the works at the value of the offer for the construction of the project from the item 1.1. of this BID INVITATION,
- d) The documents on the identity and credit worthiness of the bidder (in line with the item 3. of this international public bid invitation for a choice of the best partner for the realization of the development projects of NAFTALAN.
- e) Investment program of the realization of development projects of the special hospital of NAFTALAN (technical structure of investment and schedule of execution, the amount of required financial resources, other possible sources of financing and the method of investment, except for the investment of bidders, and the proof of securing such sources of investment, introduction of new services and activities, contribution of the own know-how, acceptance of a value share in the joint company from the item 2.6. of this BID INVITATION, and other conditions and benefits offered by the bidder, connected with the bidding conditions from this BID INVITATION),
- f) a specification – proposal of securing the fulfilment of assumed liabilities from the OFFER.(with each liability that is stated and assumed to execute by a bidder in the offer, and which are connected to the investment program of the realization of the development projects of the special hospital of NAFTALAN, it is necessary to state the means of assurance by means of which the bidder will guarantee for the assumed liabilities from its offer, as well as the contractual liabilities that it is ready to assume),
- g) Other documents that could be possibly enclosed.

7. Price and currency of the offer

7.1. In the offer, the bidder must define the value of the investment according to INVESTMENT PROGRAM of the realization of the development projects of the special hospital of NAFTALAN.

7.2. Minimal value of the investment to be offered by a bidder cannot be less than

HRK130,000,000.00 (in letters: one hundred and thirty million kuna).

- 7.3. Minimal value of the investment to be offered by a foreign legal or natural person cannot be less than HRK 130,000,000.00 (in letters: one hundred and thirty million kuna) according to the mean rate of exchange of the Croatian National Bank, as of the day of payment, with stating the currency in which one will perform payments.

8. Payment conditions

- 8.1. The Bidder is obliged to offer in the offer the conditions and the method of investing and payment for the planned investments.
- 8.2. The payment or investment must be offered by means of the rate to be foreseen by means of the investment program of the realization of the development projects of the special hospital of NAFTALAN that will be a part of the element for a conclusion of a joint contract.
- 8.3. The Bidder must give declaration in the offer with respect of submitting a corresponding security instrument for the realization of the investment. NAFTALAN shall, with the rating of the best bidder, especially evaluate the assuming the liability with respect to submitting the mentioned security instrument by the bidder. The instrument can be an unconditional and irrevocable bank guarantee, with the obligation of a payment on the first call or some other safe instrument of security that is offered in the offer by a bidder, and which has equal or a better value as a bank guarantee.

9. Joint offer

- 9.1. A offer can be submitted by two or more bidders together, which must appear as partners or in the form of a joint venture. The bids which are submitted by two or more bidders together must fulfil the following requirements:
- a) the offer must legally oblige all the bidders to submit a joint offer,
 - b) one of the bidders should have a power of attorney to submit the offer in the name of all the bidders, to appear in the name of all the bidders, to perform all the necessary actions and in the name and for account of all the bidders to conclude the contract on the realization of the development projects of the special hospital of NAFTALAN. Such a power of attorney must be signed by all the bidders, and their signatures must be duly certified,
 - c) All the bidders should bear a joint and several liability for an orderly fulfilling of the contract on the realization of development projects of the special hospital of NAFTALAN, what should be the subject-matter of a conclusion of especial contract and which is a component part of the offer.
 - d) a copy of the contract from the above-mentioned item, concluded among the bidders, should be enclosed with the offer.

- 9.2. Two or more bidders which act jointly and submit the offer must submit all the documentation on their identity, as stated in the item 3. of the INTERNATIONAL PUBLIC BID INVITATION for a choice of the best partner for the realization of development projects for the special hospital of NAFTALAN, for each bidder participating in the submitting of a joint offer.
- 9.3. NAFTALAN is authorized to request that only one of the bidders, if their joint offer is rated as the most favourable one, concludes the contract on the realization of development projects of the special hospital of NAFTALAN and to assume responsibility for a duly execution of that contract.

10. Other conditions

10.1. With the choice of the best bidder, beside the offered amount o investment value for the realization of the development projects of the special hospital of NAFTALAN, NAFTALAN shall especially evaluate the readiness of the bidder to:

- a) provide for the cooperation with professional, technical and auxiliary staff of NAFTALAN, for purpose of the realization of the development project of the special hospital of NAFTALAN, in accordance with this INTERNATIONAL PUBLIC BID INVITATION.
- b) offer the INVESTMENT PROGRAM of the realization of development projects of special hospital of NAFTALAN (technical structure of investments and the dynamics of execution, the amount of financial resources, possible other sources of financing and the method of investing, except of the investments of bidders, and evidence of those investment sources, introduction of new services and activities, contribution of the own know-how, the acceptance of a share of the value in the joint venture company from the item 2.6. of this BID INVITATION, and other conditions and benefits offered by the bidder, connected with the bidding conditions from this BID INVITATION).
- c) offer corresponding instruments of security for the execution of assumed liabilities.

10.2. The Bidder is obliged to make known the following issues in its offer:

- a) Opening the new jobs, or new activities in order to realize full employment, and offers all in accordance with the INVESTMENT PROGRAM of the realization of the development projects of the special hospital of NAFTALAN,
- b) Providing for the most up-to-date work conditions of the employees in line with corresponding law regulations,
- c) In the program of the realization of the development projects of especial hospital of NAFTALAN in which the following essential elements are to be especially stated:
 - structure of investments
 - the value of financial investments
 - the dynamics of investing execution
 - the mode of investing, the sources of investments and the form of financing
 - the instrument of securing the execution of the offered program of investments.

The INVESTMENT PROGRAM of the realization of the development projects of the special hospital of NAFTALAN shall be elaborated in detail according to the years of investing, the value and sources of investment. NAFTALAN shall, with the rating of received offers, evaluate not only the total amount of investments but also the structure of investing, dynamics and the sources of investing.

11. The correctness and precision of submitted data

- 11.1. All the bidders in the procedure of the realization of the development of the special hospital of NAFTALAN are instructed to precisely, in detail and unequivocally state all the data, especially those referring to the investment value, dynamics and sources of investing.
- 11.2. The Bidder assumes the risk for the correctness of submitted offer so to be responsible to NAFTALAN for the processing of the elements of the bid, and bids ranking. If the elements in the offer are stated unintelligibly, incorrectly and ambiguously, or are not stated at all (purchase price, time of payment, the amount of total investment, sources of investment, dynamics and description of investment according to years), NAFTALAN reserves the right not to process or verify the indistinct and ambiguous elements.

12. Validity of the offer

- 12.1. Offers should remain valid and open for acceptance for the period of 90 days starting from the last day defined for the gathering of the offer.

13. Bid bond

- 13.1. The bidder must enclose, as a part of the offer, the bid bond or the letter of a first-class Croatian or European bank from which the bidder could see the possibility of the project financing;
- 13.2. The bid bond is issued as an unconditional and irrevocable bank guarantee of the first-class Croatian or European bank with the liability that the guarantee for a serious offer at the amount of 2% minimum value of the investment as defined by the paragraph 7.2. is entered into the capital stock of the newly-established company;
- 13.3. If a bid guarantee is issued as an irrevocable bank guarantee, it shall remain valid for at least 60 days after the expiry of the bid validity.
- 13.4. The bidders' bidding guarantees whose offers is not accepted, shall be returned within suitable period of time.
- 13.5. The bidder's bidding guarantee whose offer is accepted will be returned when a contract is signed and when the bidder submits a bank guarantee or when it offers some other form of payment security as defined by the contract, and when the complete contract agreed amount is paid-in, if such a contract has been signed.
- 13.6. Bidding guarantee can be collected:
 - a) if a bidder withdraws the offer after the expiry of the time for submitting the offers,
 - b) if a bidder, whose offer has been accepted, refuses to sign the contract of hand over a bank guarantee or some other form of security as defined in the contract.

14. Form and signature of the offers

- 14.1. The bidder shall sign the original and two copies of the documents to represent the offer, and shall deliver the same in the electronic form in Word format, stored on a CD ROM. The offer shall be signed by authorized persons. All the pages of the offer should be initialled by the persons to sign the offer. The offer shall not contain printing or other errors.

15. Bidding documentation

- 15.1. The interested bidders can take over bidding documents at the address:
NAFTALAN, specijalna bolnica za medicinsku rehabilitaciju
Omladinska 23a, 10310 Ivanić Grad,
V kat, soba 503 (5th floor, room 503)
Phone: ++385 1 2834 555, 2834 503
- 15.2. Buying up costs of Bidding Documentation amount to HRK 2,000.00, and shall be paid to HRK account of NAFTALAN, number 2360000—11011716186, established with Zagrebačka Banka d.d. Zagreb or at the foreign currency account with Zagrebačka Banka d.d. Zagreb, IBAN: HR. 702360000 1101716186 ZAGREBAČKA BANKA d.d., SWIFT: ZABA, HR 2X, as per the mean rate of exchange of Croatian National Bank as of the day of payment with the note “FOR THE INTERNATIONAL PUBLIC BID INVITATION” or by means of a cash payment at the cashier's office of NAFTALAN.
- 15.3. At the request of a bidder, the ordering party shall immediately after the receipt of the request and evidenced payment of the amount from the item 15.2, dispatch the bidding documents to the bidder by mail.
NAFTALAN bears responsibility for the arrival of bidding documents to the stated bidder's address in time.

C. SUBMITTING THE OFFER

16. Marking the offers

- 16.1. Bidders should pack the original and two copies of the Offer into an envelope, duly marking the envelope as "original" and "copy".
- 16.2. Envelopes shall:
- a) be addressed to:

**NAFTALAN, SPECIJALNA BOLNICA ZA MEDICINSKU REHABILITACIJU
OMLADINSKA 23a
10310 IVANIĆ GRAD
REPUBLIC OF CROATIA**

- b) bearing the following marking:

“OFFER FOR THE INTERNATIONAL PUBLIC BID INVITATION FOR COLLECTING OFFERS FOR THE CONSTRUCTION OF THE COMPLEX OF A

CLOSED AND OPEN SWIMMING POOL AND FOR THE CONSTRUCTION OF HOTEL CAPACITIES OF THE SPECIAL HOSPITAL OF NAFTALAN, IVANIĆ GRAD”

with the note: “NOT TO BE OPENED BY 24th JULY, 2008

17. Final time limit for submitting offers

17.1. Offers shall be submitted and registry entered at NAFTALAN, the special hospital for medical rehabilitation. Omladinska 23a; 10310 Ivanić Grad, at the latest by 90th (ninthy) day from the day of publishing INTERNATIONAL PUBLIC BID INVITATION in daily press, in the year of 2008, up to 1.00 p.m. on the last date for submitting offers. Offers submitted after the mentioned time limit shall not be taken into consideration.

The date of submitting is considered the day of the receipt of the offers by NAFTALAN, at the special hospital of medical rehabilitation: Omladinska 23a, 10310 Ivanić Grad, the Republic of Croatia.

The offers sent by mail prior to the last day defined for the delivery of offers, and which are to be accepted after the expiry of the deadline for submitting offers, shall not be taken into consideration, but will be returned to the bidders.

18. Modifications and withdrawals of offer

18.1. A bidder can modify or withdraw the offer after its submitting, but only under the condition that the modification or the notification on the withdrawal has been received in a written form by NAFTALAN prior to the deadline defined for submitting the offers.

18.2. The modification or the notification on the withdrawal of the offer shall be certified, packed and delivered in the same way that is valid for the submitting of the offers.

18.3. An offer can be withdrawn after the expiry of the time defined for the gathering of the offers without a prior approval of NAFTALAN.

19. Opening the offers

19.1. All the offers will be opened on the 90th (ninthy) day from the publishing of the INTERNATIONAL BID INVITATION, IN 2008, at 1.00 p.m. at the library of NAFTALAN, Omladinska 23a, 20310 Ivanić Grad, at the floor 5.

19.2. The bidders can be present at the opening of the offer. The bidders respectively their representatives shall prove their identity.

19.3. Bidders – the domestic and foreign natural persons prove their identities by presenting ID card or passport.

19.4. A bidder – the legal person can be represented by a person who is authorized in the Register of Companies for the representing of that foreign company, or any third person based on certified power of attorney issued to such person by the bidder, the authorization of who is proved by an excerpt of the Register of Companies. The authorization for the representing of a foreign legal person must be made up in Croatian language or in a foreign language, with the translation in Croatian language made by a certified court translator.

19.5. Foreign natural persons, authorized by a bidder to submit the offer, prove their identities by presenting their passports.

D. COMPARISON AND RATING OF THE OFFERS

20. Establishing conformity

- 20.1. NAFTALAN shall open the offers immediately after the expiry of the time limit for gathering the offers. Prior to a detailed examining of the offers, NAFTALAN shall for each offer define it corresponds to the conditions from the international public bid invitation for the choice of the best partner for the realization of the development projects of the special hospital of NAFTALAN.
- 20.2. An offer corresponds to the conditions, if it is in line with all the terms and conditions from the INTERNATIONAL PUBLIC BID INVITATION for the choice of the best partner for the realization of the development projects of the special hospital of NAFTALAN from the item 1.1. of this BID INVITATION , without departures or reserves, unless the reserves are permitted by the very INTERNATIONAL PUBLIC BID INVITATION for the choice of the best partner for the realization of the development projects of the special hospital of NAFTALAN.
- 20.3. If the offer is not in accordance with the conditions of the INTERNATIONAL PUBLIC BID INVITATION for the choice of the best partner for the realization of the development projects of the special hospital of NAFTALAN, NAFTALAN shall reject it.

21. Explanation of the offers

- 21.1. NAFTALAN can, when it considers it necessary, explain with a bidder the details of its offer in order to be entirely informed on the contents of a particular offer and in that way, it could entirely examine, evaluate and compare all the offers.

22. Supplements of the offers

- 22.1. After opening the offers, NAFTALAN has right, within its discretion, to invite all the bidders to supplement their offers within certain period of time so that they offer the conditions which are more acceptable to NAFTALAN than the conditions stated in the former offer.

23. Criterion for the choice of a bidder (new name)

- 23.1. When deciding on the choice of the best offer, NAFTALAN shall be guided by the choice of the best INVESTMENT PROGRAM, according to the following criteria, at the range of the first three offers, rating an offer by a corresponding amount of points, calculated from the maximum of 100 points for all the criteria:

| Item | ELEMENTS OF THE OFFER EVALUATION | CRITERIA OF EVALUATION FOR THE ELEMENTS OF THE OFFER AFTER THE |
|------|---|---|
|------|---|---|

| | | RANK SIZE OR VALUE | | |
|-----|--|--------------------|-----|-----|
| | | I | II | III |
| a) | Larger offered value of the investment value of HRK 130.0 mil. (item 7.3. of the BID INVITATION) | 70% | 60% | 55% |
| b) | Larger offered value of the construction land as a share of SB NAFTALAN in the joint venture company (item 2.6.1. of this BID INVITATION of | 6% | 4% | 2% |
| c.) | Larger offered value of the annual fee for the use of the building right at the building land for the time of 30 years with the transfer to the ownership of SB NAFTALAN constructed real estate to the same (item 2.7. of this BID INVITATION) | 6% | 4% | 2% |
| d) | Larger offered value of the KNOW – HOW as a share of SB NAFTALAN in the joint venture company (item 2.6.2. and item 2.8. of this BID INVITATION) | 9% | 7% | 5% |
| e) | Shorter time of construction than 3 years (item 2.1. of the BID INVITATION) | 3% | 2% | 1% |
| f) | Larger number of new jobs in the joint venture company (item 10.2.a) OF THE BID INVITATION) | 3% | 2% | 1% |
| g) | Securing higher rank of quality of security instrument for the execution of assumed liabilities 1) Bank Guarantee or the Letter of Intent of a first class bank - the class AAA 2) Bank Guarantee or the Letter of Intent of the class AA 3) Bank Guarantee or the Letter of Intent or other types of guarantee of the class A (item 13 of the BID INVITATION) | 3% | 2% | 1% |
| h) | Bidders' credit worthiness – larger and better quality of financial, market and technologic solemnity of bidders (item 3 of the BID INVITATION) | 3% | 2% | 1% |
| i) | A concrete offer of larger technologic modernization contributed by a bidder, and established in Investment program (item 2.4e) of the BID INVITATION) | 3% | 2% | 1% |
| | MAXIMUM OF POINTS IN % | 100% | 81% | 67% |
| | MAXIMUM OF POINTS | 100 | 81 | 67 |

NAFTALAN shall with the rating of the offers evaluate only one criterion under item b) or c) of this BID INVITATION.

The criteria from the items b) and c) exclude each other with the evaluation.

Each element of an offer is rated separately, and the sum of points cannot amount to more than 100% or more than 100 points.

In case of the equal number of points for two offers, a choice of an offer will be based on the criterion of a larger share of NAFTALAN in the joint venture company, based on a recognized value of the contribution o the element under item 2.6. of the BID INVITATION.

In case if a bidder gives an offer also for the item 2.6.2. and the item 2.7 of this BID INVITATION, NAFTALAN shall evaluate only one criterion from the item 2.3.1 b) or c) of this BID INVITATION, i.e. the item c) of the CRITERION

23.2. NAFTALAN shall decide on the best offer based on the results of the total rating of all the conditions together that have been pointed by a particular bidder in its offer. The largest offered value of the investment does not make the offer necessarily the most favourable.

24. The right of NAFTALAN to accept any offer to fulfil the conditions defined by Bidding Documentation or to refuse any or all the offers

24.1. Regardless of the provisions of the item 23, of this BID INVITATION, in case of the equal number of points for two offers, a choice of an offer will be based on the criterion of a larger share of NAFTALAN in the joint venture company, based on a recognized value of the contribution of the element under item 2.6. of the BID INVITATION.

24.2. NAFTALAN reserves the right of accepting any offer to fulfil the conditions defined by the INTERNATIONAL PUBLIC BID INVITATION for the choice of the best partner for the realization of the development projects of the special hospital of NAFTALAN or of rejecting any offer or of cancelling the procedure of gathering the offers or of rejecting all the offers, without bearing, with it, the responsibility to any of the bidders or having the obligation to inform the bidders on its reasons for such a proceeding.

24.3. NAFTALAN reserves the right to evaluate the received offers acceptable for further negotiations with potential bidders, as a preliminary procedure with the choice of the best bidder, and invite them by means of a written invitation to submit their final offers, for the bidding of the bidder to have been left within the criteria for the choice among three best offers.

25. Information on the offer acceptance

25.1. Prior to the expiry of the time for the validity of the offers, NAFTALAN shall inform the bidder whose offer is the most favourable that his offer is accepted and define the day for the signature of a contract, and in case from the item 24.3. of this BID INVITATION, NAFTALAN shall inform the three most favourable bidders on the inclusion into the short list for the choice of the best bidder, through further procedure of the choice of the same.

25.2. Prior to the expiry of the validity of a bid bond or some other type of security, the successful bidder shall hand over the bank performance bond for a contract execution, or some other form of security defined by the BID INVITATION, to NAFTALAN.

**NAFTALAN,
specijalna bolnica za medicinsku rehabilitaciju
IVANIĆ GRAD**