



HRVATSKA BANKA ZA OBNOVU I RAZVITAK

SIMPLE PROCUREMENT

File reference number: EVB 094-21

## INVITATION TO TENDER

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in a simple procurement procedure for legal services to be rendered by an expert in Dutch law

Zagreb,  
April 2021.

## I. GENERAL INFORMATION

### 1. INFORMATION ON CONTRACTING AUTHORITY:

Name: Hrvatska banka za obnovu i razvitak (HBOR, Croatian Bank for Reconstruction and Development)

Headquarters: Zagreb, Strossmayerov trg 9

PIN: 26702280390

### 2. CONTACT PERSON OR CONTACT UNIT:

Contact:

Rene Veronek/International Legal Affairs Unit

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## II. INFORMATION ON PROCUREMENT SUBJECT MATTER AND PROCEDURE

### 3. FILE REFERENCE NUMBER OF PROCUREMENT:

EVB 094-21

### 4. ESTIMATED VALUE OF PROCUREMENT:

HRK 199.000,00, VAT not included.

### 5. NAME OF PROCUREMENT SUBJECT MATTER:

Legal services to be rendered by an expert in Dutch law.

### 6. DESCRIPTION OF PROCUREMENT SUBJECT MATTER:

HBOR's client as a builder has concluded a shipbuilding contract, governed by Dutch law, with a buyer. The buyer has terminated the shipbuilding contract and consequently the arbitration proceeding in Rotterdam has been initiated. Recently the tribunal has issued an arbitral award by which the buyers claim for the ownership of the vessel has been rejected, but the buyer was successful with a number of monetary claims against the builder.

Also, the tribunal has issued an Interim Award by which the builder is ordered to (i) refrain from entering into or facilitating any transaction with the purpose to sell or transfer the vessel or encumber the vessel with any property right, without the prior consent of the buyer; and (ii) to ensure on a best efforts basis, which encompasses the builder taking any and all corporate action necessary, that the new buyer will not enter into any transaction with the purpose to sell or transfer the vessel or encumber the vessel with any property right; all until the Tribunal has taken its final decision on whether the builder is under an obligation to deliver the vessel to the buyer.

Also, to mention, the vessel is registered in the Croatian Register of ships and the buyer has registered a mortgage (governed by Croatian law) on the vessel for the purposes of securing the buyers claims arising out of the shipbuilding contract.

Having in mind previously mentioned, your engagement would generally include:

1. primarily, the analysis of the arbitral award and its effects,
2. in the measure in which it will be necessary, the analysis of the contractual documentation which is linked to the shipbuilding contract (including the shipbuilding contract) and
3. providing us with the legal opinion about:
  - a) the effects of the possible alterations of the arbitral award (including possible legal remedies against the award),
  - b) about possible further claims of the buyer against the builder and the new buyer, which would perhaps have an effect on HBOR (the vessel could potentially be provided as a collateral, exploitation of the vessel could serve as a means of repaying instalments of a potential loan).

To be more specific, your legal opinion would, inter alia, include these issues under Dutch law:

- Is the arbitral award enforceable? Is there a possibility of an appeal or any other legal remedy against the arbitral award? What is/are the deadline/s for such remedy/s?
- Are there any legal possibilities, outside of the arbitral proceedings, for the buyer to become the owner of the vessel? Are there any legal possibilities that the buyer could impede the exploitation of the vessel by the builder/new buyer?
- Does/can the buyer have any other claims outside of the arbitration against the builder based on the shipbuilding contract or even on an extracontractual basis? If so, what are the legal risks here?
- Is the aforementioned temporary order still in force and effect and if so, how does that correlate to the transfer of the ownership of the vessel between the builder and the new buyer?

**7. AWARD CRITERION:**

The lowest price.

**8. PLACE OF SERVICE PERFORMANCE:**

The Netherlands.

**9. DURATION OF SERVICE PERFORMANCE:**

The delivery deadline is 3rd May 2021.

**10. LIST OF EXPENSES AND/OR TECHNICAL SPECIFICATION:**

List of Expenses in accordance with Item 6 of the Invitation to Tender.

### **III. PROVISIONS ON TENDERER'S ABILITY**

**11. TERMS AND CONDITIONS OF ABILITY AND GROUNDS FOR EXCLUSION:**

- The Tenderer may, before making a decision on selection, request from the tenderer that submitted the most favourable tender, evidence proving that there are no grounds for

exclusion prescribed by Article 251 and Article 252 of the Public Procurement Act (Official Gazette No. 120/16).

#### IV. TENDER DATA

**12. LANGUAGE OF THE TENDER:**

The tender is submitted in the English language.

**13. TENDER VALIDITY PERIOD:**

The period of tender validity is 60 (sixty) days from the expiry of deadline for submission of tenders. The contracting authority will reject any tender with a shorter option than the requested one.

**14. DEADLINE FOR SUBMISSION OF TENDERS:**

19<sup>th</sup> April 2021.

**15. MANNER OF TENDER PREPARATION:**

Tender must be binding and unconditional. It must contain the name and headquarters of the tenderer, address, PIN, account number, address for postal delivery, e-mail address, contact person of the tenderer, phone number, subject matter of procurement, tender price VAT not included, VAT amount, tender price VAT included if the tenderer is subject to the VAT system, information whether the tenderer is subject to the VAT system, date of the tender and tender validity period.

**16. MANNER OF TENDER SUBMISSION:**

Tenders are submitted by electronic means to the following e-mail:

[jednostavnabava6@hbor.hr](mailto:jednostavnabava6@hbor.hr)

#### V. DEADLINE, MANNER AND TERMS OF PAYMENT

**17. DEADLINE, MANNER AND TERMS OF PAYMENT:**

The contracting authority will pay the performed services of the respective procurement not later than within 30 (thirty) days from the receipt of the tenderer's invoice.

#### VI. MISCELLANEOUS

**18. PUBLICATION OF RESULTS OF THE IMPLEMENTED SIMPLE PROCUREMENT PROCEDURE:**

Information on the selection of the most favourable tender will be submitted to the tenderer by the contracting authority not later than within 45 (forty-five) days from the expiry of the deadline for submission of tenders.

**19. DATE OF PREPARATION OF INVITATION TO TENDER:**

14<sup>th</sup> April 2021.

Yours sincerely,  
Procurement Unit  
Boris Savić (signed)