



**BELGRADE LAND
DEVELOPMENT PUBLIC AGENCY**

Sites Analysis, Marketing and IT Department

Number:

Date:

Based on the Planning and Construction Law ("Official Gazette of the Republic of Serbia", No. 72/09, 81/09 - correction, 64/10 – Constitutional Court Decision, 24/11, 121/12, 42/13 – Constitutional Court Decision, 50/13 – Constitutional Court Decision, 98/13 – Constitutional Court Decision, 132/14, 145/14 and 83/18), the Decision on the Building Land ("Official Gazette of the City of Belgrade", No. 20/15, 126/16, 2/17, 43/17, 118/18 and 26/19) and the City of Belgrade Mayor's Resolution No. 463-5750/19- dated 12th August 2019, Belgrade Land Development Public Agency, issues:

**INVITATION TO COMPETITIVE BIDDING
FOR ALIENATION OF THE PUBLIC BUILDING LAND
OWNED BY THE CITY OF BELGRADE**

1. Building Land Data

Subject to alienation (sale) is the building land at "Marina Dorcol" area, at the building LOT made of the following cadastral plots: 2/2, 7/4, 7/5, 6/8, 5/26, 6/11, 6/12, 6/13 and 5/2, all in the Cadastral Municipality of Stari Grad and filed in the Land Registry No. 2441 as the public property of the City of Belgrade. Total area: 40.738m².

Site position is shown in the graph below:

PHOTO

2. Purpose of the Facility

The site is included into the Detailed Regulatory Plan for part of the central zone - spatial unit of "Marina Dorcol" ("Official Gazette of the City of Belgrade" 24/05) based on which the Secretariat for Urban Planning and Construction of the City of Belgrade issued the Site Information IX-20 No. 350.1-1799/2019 on 4th April 2019, according to which subject cadastral plots are located within the area of the other building land and shall be elaborated by an urban project.

- Cadastral plot No. 2/2 CM of Stari Grad is located within other areas partially planned for the facilities typical for the city centre, commercial facilities or facilities compatible to commercial activity – residential use in the B1 Zone; partially planned for open landscaped areas with line of trees – green areas along the road; partially within open area for public use.
- The land covered by cadastral plots 7/4 and 7/5 CM of Stari Grad is located within the open area for public use.

- Part of the cadastral plot 6/8 CM of Stari Grad is located within the areas planned for the facilities typical for the city centre, commercial facilities or facilities compatible to commercial activity – residential use in the B1 Zone; one part is planned for landscaped areas with line of trees – green areas along the road.
- Cadastral plot 5/26 CM of Stari Grad is planned for landscaped areas with line of trees – green areas along the road;
- Cadastral plot 6/11 CM of Stari Grad is located in other areas partially planned for the city centre facilities, commercial or compatible facilities - residential in the B1 Zone; partially for landscaped areas with line of trees - green areas along the road, partially within open area for public use.
- Cadastral plot 6/12 CM of Stari Grad is located within the other areas partially planned for open and landscaped areas prohibited for construction, partially within open areas for public use; partially within the area planned for the facilities to be reconstructed – the crane, old power stations.
- Cadastral plot 6/13 CM of Stari Grad is located within the other areas planned for the B2 Zone – sports facilities serving the Marina as the nautical centre; or partially within open area for public use.
- Cadastral plot 5/2 CM of Stari Grad is located within other areas planned for the facilities typical for the city centre, commercial facilities or facilities compatible to commercial activity – residential use in the B1 Zone.

Construction rules:

A facility with the total **GFA of 76.000m²** is planned to be constructed in the B Zone.

- In B1 Zone – city centre integrated facilities, commercial and residential facilities with total GFA of approximately 70.000m²;

- In B2 Zone – sports facilities serving the marina as the nautical centre, with total GFA of approximately 6.000m²

Maximum urban planning parameters for total “other” land in the B1 Zone:

- Max. Floor Area Ratio (FAR) shall be 3.50;
- Max. Building Coverage Ratio (BCR) shall be 60%;
- Max. No. of floors shall be B+GF+12;

Unique urban project is required for the entire ground and aquatory area included in the Plan within “other” building land and water surface. Urban project shall be prepared in accordance with all mentioned Plan requirements thereby meeting the referred urban-planning parameters and indicators.

Prior to the issuance of the building permit, it is obligatory to verify the conceptual designs for all buildings, facilities and vacant surfaces by the City Planning Commission.

The requirements of the Belgrade City Institute for Protection of Cultural Monuments shall be provided for all site interventions, since the cadastral plots 2/2, 7/4, 6/8, 7/5, 6/11, 6/12 and 6/13 located in the Cadastral Municipality of Stari Grad belong to the protected area nearby and around the “Snaga i Svetlost” (“Power and Light”) thermal power station (“Official Gazette of the Republic of Serbia No. 33/2013”). Measures for protection of the environment of cultural monuments have defined restrictions so as not to endanger the view and values of the cultural monument of the Thermal Power Plant "Power and Light".

Phased construction is possible, provided that infrastructural development, construction of required service roads, parking space and landscaping works are synchronized. This will be specified by the urban project for the entire territory of the Plan.

3. Degree of Infrastructural Development:

- According to the applicable Planning Document, LOT is approachable from the West via newly designed roads, such as: “C4” – Dubrovacka Street and “C5” – Dunavski Kej Street.
- Belgrade Land Development Public Agency is responsible for development of the public building land in accordance with the Detailed Regulation Plan and the Building Land Development Program.
- Dunavski Kej road is equipped with power and telecommunication installations.
- Belgrade Waterworks and Sewerage Public Utility Company’s requirements for connection of the facilities to the existing water supply and sewerage systems shall be provided.
- EPS Distribucija and Telekom Srbija’s requirements need to be provided for buildings connection to the existing power supply and telecommunication systems.
- Belgrade City Assembly has reached the Decision on the development of the Detailed Regulatory Plan for the Linear Park – Belgrade, municipalities of Stari Grad and Palilula (“Official Gazette of the City of Belgrade No. 88/2018) the solutions of which might affect the traffic approach to the referred lot from Dubrovacka Street.

4. Person who the building land is alienated (sold) to shall, at his/her own expenses, perform and execute all preparatory works related to infrastructural development and equipping the LOTs with an aim of their connection to the existing infrastructure such as: land survey and remedy, removal of all existing underground utilities, construction of running surfaces, pedestrian paths and parking areas, construction of required service roads including water supply and sewerage connections to the general public water supply and sewerage system outside the LOT, as well as development of open areas including landscaping, hydrant networks and public lighting on the LOT.

Person who the building land is sold to shall previously and at his/her own expense, elaborate the site by preparing a unique urban planning project for the entire ground and aquatory area included in the Plan within “other” building land

and water surface. In addition to the urban planning design, person who the building land is sold to shall also submit the land re-allotment design in accordance with the Article 65 of the Planning and Construction Law ("Official Gazette of the RS", No. 72/09, 81/09 - correction 64/10 – Constitutional Court Decision (CCD) 24/11, 121/12, 42/13 – CCD 50/13 – CCD 98/13 – CCD 132/14 and 145/14, 83/18). Strategic assessment of Dorcol marina environmental impact will be an integral part of the urban planning project all in accordance with the Article 5, Paragraph 2 of the Strategic Environmental Impact Assessment Law ("Official Gazette of the RS", No. 135/04).

Person who the building land is sold to shall construct the shoreline around the planned marina basin / the mooring connected to the structural and hydro-technical abutment facility constructed towards the Danube (the quay and the mole).

Person who the building land is sold to shall, at his/her own expenses, carry out the landscaping works in the A2 unit – the moorings – the aquatory, in cadastral plots 7/1, 6/3, 6/9, 6/14, 2/39 and 2/40, all in the Cadastral Municipality of Stari Grad, and hand it over to the City of Belgrade for maintenance. The future Investor will be offered the possibility of mooring management and lease in accordance with the Law on Waters, which will be subject to another contract

Person who the building land is sold to shall, at his/her own expenses, maintain, reconstruct and integrate the industrial architecture buildings (the old plant crane located in part of cadastral plot 6/12 in the CM of Stari Grad and the pumping station located in the cadastral plot 7/2 CM of Stari Grad and in part of the cadastral plot 6/4 in the CM of Stari Grad) into the modern environment, and hand them over to the City of Belgrade for maintenance.

Person who the building land is sold to shall enter into the agreements with all competent public utility institutions and other legal entities and pay fees for connection to electric power supply system, telecommunication system and facilities, cable television, heating and gas supply system and facilities, etc.

Person who the building land is sold to shall merge the cadastral plots in accordance with the Planning and Construction Law prior to issuance of the Use Permit.

5. Encumbrances and Limitations

Having reviewed the Excerpt from the Land Registry Sheet no. 2441 CM of Stari Grad, the following has been found:

- that Stari Grad Land Registry Office has started the procedure for annotation of the dispute in the cadastral plots 2/2, 6/11, 6/12, 6/13 и 5/2 all in the Cadastral Municipality of Stari Grad, upon CAPITAL INVESTMENTS & CONSULTANCY Ltd. request No. 952-02-13-734/2017 (Applicant's appeal against Stari Grad Land Registry's Decision No. 952-02-13-734/2017 dated 26th October 2017 was rejected by issuance of the Republic Geodetic Authority's decision no. 952-02-23-8594/2017 on 12th July 2019) and 952-02-13-40/2018 (Stari Grad Land Registry by issuing a partial decision No. 952-

02-13-40/2018 dated 17th July 2019 rejected the request for dispute annotation on the cadastral plots 5/2 and 6/11 both in the CM of Stari Grad)

- that an annotation has been put on the cadastral plot No. 5/2 CM of Stari Grad stating that first instance decision no. 952-02-7-70/2015 dated 20th January 2016 is not final, as well as the annotation about initiating of an administrative dispute by Zeqiri Adem for setting aside the Republic Geodetic Authority's Decision no. 952-02-23-641/2016 dated 30th May 2016 reached in relation to the appeal against Stari Grad Land Registry's Decision No. 952-02-7-70/2015 dated 20th January 2016; an annotation stating that the first instance decision No. 952-02-7-166/2017 dated 12th March 2018 is not final, as well as an annotation on initiating an administrative dispute by Osman Seladin for setting aside the Republic Geodetic Authority's Decision no. 952-02-23-2721/2018 dated 18th March 2019 reached in relation to the appeal against Stari Grad Land Registry's Decision No. 952-02-7-166/2017 dated 12th March 2018; as well as that the Belgrade Land Development Agency had submitted the request for deletion of the non-existing buildings no. 4 and no. 5.

Bearing in mind the aforesaid, the obligation of the City of Belgrade is to delete the building no. 7 – the building constructed without the building permit, from the cadastral plot No. 5/2 CM of Stari Grad upon completion of the proceedings referred to in the previous paragraph.

- 6. Start price** for the building land was determined based on the building land market price assessed by the Tax Administration of the City of Belgrade, Report XXVI-01 No. 464-59/2018-3 dated 15th July 2019 and amounts to RSD 94.777,88 per m² of the land, which totally amounts to **RSD 3.861.061.275,44** for the total area of 40.738m².

Public building land shall be sold to a Bidder offering the highest price, which shall be equal to or higher than the start price set forth in the Invitation to Competitive Bidding, and which cannot be further reduced.

7. Payment Deadline and Consequences in Case of Failure to Pay

When the building land is alienated (sold) in the public procurement procedure for the first time and the payment is made in full within 15 days as of the date of Land Alienation Decision submission to the most successful Bidder, in this case the bid is reduced by 30%.

In case when building land price exceeds RSD1.200.000,00, it can be paid either in full or in no more than 12 monthly instalments.

The most successful Bidder is obliged to declare on the method of payment by signing a Statement by which he/she at the same time accepts the terms and conditions specified in the Invitation to Competitive Bidding for alienation of the public building land owned by the City of Belgrade, and commits himself/herself to pay the maximum bid amount.

If payment is to be made in full, the person who the building land is alienated to shall pay the full amount within 15 days as of the date of receipt of the Decision on Building Land Alienation. If payment is to be made in instalments, the person who the building land is alienated to shall pay 10% of the bid amount within 15 days as of the date of receipt of the Decision on Building Land Alienation, while the outstanding amount shall be paid in equal monthly instalments upon conclusion of the Land Alienation Contract.

When payment is to be made in instalments, the buyer shall, within 30 days as of the date of the Contract, provide an irrevocable Bank Guarantee for the outstanding amount, payable at first demand and with no entitlement to rise any objection whatsoever, which shall be valid for more than three months as of the date of payment of the final instalment, or the buyer shall, in favour of the City of Belgrade, mortgage some other property worth at least 30% more than the total amount of outstanding instalments.

Price shall be calculated in EURs on the date of Contract at the middle RSD exchange rate of the National Bank of Serbia, with obligation of repayment of instalments in RSD equivalent at the middle RSD exchange rate of the National Bank of Serbia at the date of payment.

In case of payment in instalments, the deposit paid in the course of application to Competitive Bidding is not considered the first instalment.

In case the Bidder who the building land has been alienated to in accordance with the above Land Alienation Decision fails to pay the amount within the period set forth therein, the Mayor, upon Agency's proposal, may decide to abrogate the Building Land Alienation Decision, and the person shall not be entitled to a refund of the deposit. In case of Bank Guarantee submission, it will be forfeited.

8. Deadline for Entering into a Land Alienation Contract and Consequences in Case of Failure to Do So

Person who the building land is alienated to shall enter into a Land Alienation Contract within 30 days as of the date of receipt of the Building Land Alienation Decision, and upon payment of the total amount in case of a full payment, or upon payment of 10% of the total amount if payment is made in instalments.

In case the person who the building land has been alienated to fails to enter into a Land Alienation Contract within 30 days as of the date of receipt of the Building Land Alienation Decision, and upon payment of the total amount in case of full payment, or upon payment of 10% of the total amount if making payment in instalments, the Mayor may decide to abrogate the Building Land Alienation Decision, in which case the person shall be entitled to a refund of the total amount paid, in nominal value, but decreased by the deposit.

9. Time for Completion starts as of the date of Notice of Commencement of Works, in accordance with the Planning and Construction Law, Articles 140 and 148.

10. Deposit (deposit amount, time for payment and consequences in case of withdrawal or Land Alienation Decision abrogation)

To participate in the Competitive Bidding, the Bidder shall deposit **10%** of the start price which amounts to **RSD 386.106.127,54**, or provide an irrevocable Bank Guarantee for the deposit amount referred above, without any “objections“ and payable “at first demand” and valid for no more than 180 days as of the date of Bid submission.

The deposit mentioned above shall be paid to the Belgrade Land Development Public Agency’s account No. 200-2867071601033-49, no later than by 12th September 2019.

The amount deposited to the account in the course of the Competitive Bidding represents a part of the total price and will be transferred to an appropriate bank account of the City of Belgrade upon issuance of the Land Alienation Decision.

Deposited amount or the Bank Guarantee submitted by unsuccessful Bidders is to be returned to them within no more than five (5) days as of the date of Building Land Commission’s session.

The Bidder shall not be entitled to a refund of the deposit amount, or the Bank Guarantee (if submitted) will be forfeited in case the Bidder who offered the highest price withdraws from the Competitive Bidding once the Chairman of the Building Land Commission had declared the Public Biding closed, but prior to issuance of the Land Alienation Decision.

Mayor shall decide on abrogation of the Land Alienation Decision, and the Bidder shall not be entitled to a refund of the deposit in the following cases as well:

- If the Bidder who the land was alienated to fails to make payment within the deadline defined in the Land Alienation Decision;
- If the Bidder who the land was alienated to ceases the alienation once he/she paid the total price amount but prior to Land Alienation Contract signature;
- If the Bidder who the land was alienated to fails to enter into a Land Alienation Contract within 30 days as of the date of Land Alienation Decision receipt.

11. Required Application Contents and the Documents to be Attached

Application to Competitive Bidding shall be submitted in the sealed envelope clearly and visibly marked with the name of the site it refers to, and the Bidder’s full name.

Application submitted by a *legal person* shall contain full name and headquarters address and the telephone number and shall be signed by the authorized representative. Application shall be attached with the excerpt from the Business Entities Register with the competent authority as well as with the Tax Identification Number Certificate.

Application submitted by an *individual* shall contain full name, address, ID No., telephone number and shall be signed. Application shall be attached with a copy of the Bidder’s personal ID Card.

Application submitted by an *entrepreneur* shall contain business name, headquarters address and telephone number and shall be signed by the authorized representative. Application shall be attached with the excerpt from the competent authority register and the Tax Identification Number Certificate.

Application shall also be attached with an evidence of deposit payment, i.e. a deposit guarantee, as well as the account number the deposit would possibly be repaid to.

Application shall be attached with the Bidder's Statement on accepting all terms and conditions defined in the Invitation to Competitive Bidding and shall specify the Time for Completion of Construction Works.

Application cannot be made by the Chairmen of the Commission or by any of its members.

12. Application Deadline

Applications shall be submitted by mail to the Belgrade Land Development Public Agency, 84 Njegoševa Street, 11111 Belgrade, PAC 126016, or directly to the Agency's ground floor reception desk no later than until 12th September 2019 by 15.30.

13. Venue and Time of Competitive Bidding

Competitive Bidding will take place on 13th September **2019** in the premises of the Belgrade Land Development Public Agency, 84 Njegoševa Street, fourth floor conference room, starting at 11.00 a.m.

The Competitive Bidding shall be attended either by the Bidder him/herself or his/her duly authorized representative.

14. Incomplete or Late Applications

The Application is considered incomplete unless it contains all attachments and documents as requested in the Invitation to Competitive Bidding, or unless the given information is in compliance with the terms and conditions specified therein.

The Application is considered timely if submitted by the date and time specified in the Invitation to Competitive Bidding.

The Commission shall identify the Bidders, the present Bidders and those who submitted the Power of Attorney for participation in the Competitive Bidding and which Applications are late or incomplete.

A Bidder whose Application is late or incomplete, or a representative of a Bidder whose Application isn't late or incomplete but whose Power of Attorney was not appropriately issued, shall not be entitled to participate in the Competitive Bidding, while late or incomplete Applications shall be rejected.

If the Bidder whose Application is not late or incomplete fails to attend the Competitive Bidding, he/she shall be deemed to have withdrawn from the Competitive Bidding.

This Invitation to Competitive Bidding is available at the Belgrade Land Development Public Agency website <http://www.beoland.com>

Further information related to this Invitation is available at the Belgrade Land Development Public Agency - Sites Analysis, Marketing and IT Department, tel. +381 (0)11 2041 302, every regular business day from 7.30 to 15.30.