

**OGLAS ZA PRUŽANJE USLUGA U CILLU OTUĐENJA NEPOKRETNOSTI –  
OTUĐENJA DIPLOMATSKJE NEPOKRETNJE IMOVINE U NJUJORKU  
(SJEDINJENE AMERIČKE DRŽAVE), TOKIJU (JAPAN), BONU (NEMAČKA) I  
BERNU (ŠVAJCARSKA)**

- Bosna i Hercegovina, Republika Hrvatska, Republika Makedonija, Republika Slovenija i Republika Srbija – kao jedine države sukcesori bivše Socijalističke Federativne Republike Jugoslavije (u daljem tekstu: „SFRJ“) – i kao suvlasnici diplomatsko-konzularne imovine SFRJ, kao prethodnog titulara, ovim objavljuju poziv za učešće na konkursu za pružanje posredničkih usluga u cilju otuđivanja sledećih nepokretnosti<sup>1</sup>:

a) Stalna misija SFRJ pri OUN u Njujorku, SAD (Peta avenija 854, Njujork 10065): okvirne dodatne informacije: blok 1391, parcela 6, površina 3.600 kvadratnih stopa/30 h 120, bruto stambena površina 16.125 kvadratnih stopa, godina izgradnje oko 1910;

b) Rezidencija stalnog predstavnika SFRJ pri OUN u Njujorku, SAD (Park avenija 730, Njujork 10021); okvirne dodatne informacije: Stan 16/17B, u koop vlasništvu, 718/30,000 deonica, blok 1385, parcela 37, naziv projekta: Park 71<sup>st</sup> St. Corp, bruto stambena površina ne računajući podrum 4,294 kvadratne stope, godina izgradnje: 1929;

v) Ambasada i rezidencija SFRJ u Tokiju, Japan (7-24, 4-chome, Kitashinagawa Shinagawa-ku, Tokyo): okvirne dodatne informacije: parcela 316-37 Kita Shinagawa 4-Chome, Shinagawa Ward, Tokio, registrovana ukupna površina 995,27 m<sup>2</sup> (približno 28 m h 30 m), zgrada 316-37 Kita Shinagawa 4-Chome, Shinagawa Ward, Tokyo, ukupna površina 1.725,70 m<sup>2</sup> (vrednost navedena u dokumentu projektnog plana zgrade), godina izgradnje 1965;

g) Ambasada SFRJ u Bonu, Nemačka (Schlossallee 5, 5300 Bonn 2), okvirne dodatne informacije: zemljišna knjiga Mehlem, zemljišnoknjižni uložak br. 2865, površina zgrade i bašte/dvorišta 5.441 m<sup>2</sup>, Schlossallee 1 i 5, površina spratova 1.565 m<sup>2</sup> (prizemlje, podrum, potkrovlje, podzemna garaža sa 14 parking mesta);

d) Ambasada i rezidencija SFRJ u Bernu, Švajcarska (Seminarstrasse 5, 3006 Bern), okvirne dodatne informacije: naselje: br. 199 Bern 4, površina zemljišta: ukupno 1,760 m<sup>2</sup>, bruto površina zgrade 540 m<sup>2</sup>, površina bašte/dvorišta 1,220 m<sup>2</sup>, godina izgradnje: 1978.

Države sukcesori naglašavaju sledeće:

- Usluga posredovanja u cilju otuđivanja celokupne gore navedene nepokretne imovine biće dodeljena samo jednoj jedinstvenoj agenciji za trgovinu nekretninama, s kojom će države sukcesori zaključiti ugovor;

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<sup>1</sup> Подаци о имовини наведени у овом конкурсy су оквирни. Државе sukcesори не сnose никакву одговорност за њихову тачност. Прецизне информације се могу прибавити из јавних база података земаља у којима се предметна непокретна имовина налази. Државе sukcesори ће доставити релевантне податке којима располажу у вези с непокретном имовином наведеном у овом конкурсy одабраном понуђачу по обављеној процедури за избор понуђача.

- Krajnji rok za dostavljanje ponuda je 30 dana od dana objavljivanja ovog poziva, dok će države sukcesori prijavljene ponuđače usluga o svojoj odluci obavestiti u roku od 50 dana od krajnjeg roka za dostavljanje ponuda.
- Među referencama koje ih kvalifikuju za uspešno obavljanje posredovanja u cilju otuđivanja predmetne imovine, zainteresovani ponuđači će dostaviti sledeću dokumentaciju, i definisati svoje uslove za pružanje usluga posredovanja. Zainteresovani ponuđači će u svoju dostavljenu ponudu uključiti sledeće:
  - a) Dokumenta koja potvrđuju da je ponuđač registrovano privredno društvo;
  - b) Dokumenta kao dokaz da ponuđač ima sedište, filijale ili partnerske organizacije u zemljama u kojima se nalazi imovina koja je predmet prodaje i koje posluju u navedenim gradovima (Njujork, SAD; Tokio, Japan; Bon, Nemačka; Bern, Švajcarska);
  - v) Dokumenta kao dokaz da je ponuđač u poslednje tri godine ostvario obrt od najmanje 100 miliona USD<sup>2</sup>;
  - g) Garanciju za ponudu u iznosu od USD 50.000,00 (garancija će biti vraćena ponuđaču po potpisivanju ugovora o posredovanju),
  - d) Garancija za valjano izvršenje posla u iznosu od USD 100.000,00 (garancija za valjano izvršenje posla će biti vraćena ponuđaču po izvršenju ugovora o posredovanju),
  - đ) Dokaze o finansijsko-poslovnoj solventnosti.
  - e) Dokaze o tehničkim i stručnim mogućnostima i reference koje dokazuju uspešno obavljanje posredničkih usluga;
  - ž) Uverenje da ponuđač/pravno lice i odgovorno lice u pravnom licu nisu osuđivani i kažnjavani, u skladu s pravnim propisima zemlje u kojoj je registrovano sedište ponuđača i u mestu stalnog nastanjenja odgovornog lica u pravnom licu;
- Period važenja ponude je najmanje 90 dana od datuma njenog dostavljanja;
- Zainteresovani ponuđači svoje ponude definišu u vidu naknade za posredovanje, izražene kao procenat ukupne bruto prodajne cene gore navedene imovine;
- Najniža ponuđena naknada za usluge posredovanja će biti odlučujući kriterijum pri izboru ponuđača, pod uslovom da ponuđač ispunjava sve gore navedene uslove;
- Zainteresovani ponuđači svoje ponude dostavljaju (u zapečaćenoj koverti na kojoj je naznačeno „Ne otvaraj“) preporučenom poštom sledećem primaocu:

Stanislav Vidovič, Ministarstvo spoljnih poslova Republike Slovenije, SI-1001 Ljubljana, Prešernova cesta 25,

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<sup>2</sup> Или еквивалентну суму у €, CHF или ¥

- Države sukcesori će obezbediti procene tržišne vrednosti sve gore navedene nepokretne imovine odabranom ponuđaču; procenjena tržišna vrednost imovine predstavlja minimalnu traženu cenu predmetne imovine, izuzev ukoliko države sukcesori odluče drugačije;
- Prodaja nepokretnosti će se po mogućstvu izvršiti putem javne licitacije ili na bilo koji drugi način koji je u skladu s praksom na lokalnom tržištu nekretnina za svaku predmetnu nepokretnost, prema preporuci zainteresovanih ponuđača navedenoj u njihovim odnosnim ponudama;
- Države sukcesori zadržavaju pravo da ne odaberu nijednog ponuđača, čak i ukoliko su ispunjeni svi uslovi;
- Nepokretna imovina navedena u ovom oglasu može se, a ne mora, prodati odvojeno. Svaka država sukcesor ponaosob mora da potvrdi prodaju svake nepokretnosti u skladu sa uslovima koji će biti dogovoreni s podnosiocem najbolje ponude/potencijalnim kupcem pre zaključenja prodaje ukoliko je ponuđena kupovna cena niža od procenjene tržišne vrednosti ili minimalne tražene cene.
- Kontakt za dodatne informacije: [gp.mzz@gov.si](mailto:gp.mzz@gov.si) ili [secretariat.mzz@gov.si](mailto:secretariat.mzz@gov.si).

**TENDERER INFORMATION SHEET**

Tenderer's legal name			
Tenderer's country of constitution			
Tenderer's year of constitution			
Tenderer's legal address			
Tenderer's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)			
Eventual partner organizations in countries where the property for sale is located	a) New York: b) Tokyo: c) Bonn: d) Berne:		
Tenderer's turnover by year (indicated in local currency and in EUR applying the reference rates of the European Central Bank - <a href="http://www.ecb.europa.eu/home/html/index.en.html">http://www.ecb.europa.eu/home/html/index.en.html</a> )	2013:	2014:	2015:
Submission of tender guarantee using the attached Form B-1 (underline)	yes	no	
Accept performance guarantee using the attached Form B-2 (underline)	yes	no	
Evidence of financial and business solvency (underline)	yes	no	
Evidence of technical and professional capacities and references proving the successful provision of brokerage services (underline)	yes	no	
Certificate of no conviction of the tenderer/legal entity and its CEO (underline)	yes	no	
Period of validity of the tender (minimum taking in consideration Invitation to tender)	(insert dd.mm.yyyy)		

provisions – deadline for submitting tender 30 days following issuing of invitation and notification of decision within 50 days from deadline for submission of tenders = 80 days)	
Brokerage fee (in % of total gross sales price of immovable property)	
Suggested method of sale for each immovable property	a) Permanent Mission, New York: b) Residence, New York: c) Embassy and residence, Tokyo: d) Embassy, Bonn: e) Embassy and residence, Berne:

## TENDER BOND (GUARANTEE)

Name of the bank:

Place and date:

Beneficiary (Contracting Authority): Permanent Mission of the Republic of Slovenia to the United Nations in New York, 630 Third Avenue, 20<sup>th</sup> Floor, New York, N. Y. 10017, USA, representing the successor states of the former Socialist Federal Republic of Yugoslavia, namely Bosnia and Herzegovina, the Republic of Croatia, the Republic of Macedonia, the Republic of Slovenia and the Republic of Serbia

Guarantee No.

In accordance with the Invitation to tender for the provision of real estate sales services – the sale of diplomatic real estate in New York (United States of America), Tokyo (Japan), Bonn (Germany), and Berne (Switzerland), dated \_\_\_\_\_ for the following transaction: 1. Service of brokering the sale of immovable property listed above by a single real estate agency, which will be awarded the contract by the successor states of the former SFRY

for the needs of the Contracting Authority (beneficiary of this guarantee), the Tenderer

is bound - in order to prove seriousness of the Tender in this procurement procedure - to submit a bank guarantee amounting to USD 50,000.00 (fifty thousand 00/100).

The bank is bound to pay the sum indicated in the following cases:

- a) if the Tenderer withdraws or changes the bid during the Tender validity period specified in the Tender (e.g. until the successor states of the former SFRY notify tenderers of their decision) or
- b) if the Tenderer having been notified of the acceptance of its Tender during the Tender validity period:
  - fails or refuses to conclude the contract in compliance with the provisions of the Instructions to Tenderers, or
  - fails or refuses to submit the performance bond in compliance with the provisions of the Instructions to Tenderers.

We hereby undertake to be bound within 15 days upon the receipt of the first written claim of the Contracting Authority to pay to the Contracting Authority the abovementioned sum without requiring any additional argumentation, if it states in its claim that this sum belongs to it due to the occurrence of one or both of the above cases and states which case or cases occurred.

The claim invoking the bond shall be submitted to the bank and it shall contain:

1. an original statement of the Contracting Authority invoking the performance bond in compliance with the aforementioned paragraph and
2. the original of the Tender Bond No. \_\_\_\_\_ / \_\_\_\_\_.

This bond decreases with each, by this guarantee, realized payment.

This bond shall be valid until the Tenderer is selected in the aforementioned Tender procedure and (in case the whole or partial Tender is accepted) until the moment when the selected Tenderer concludes the contract with the Contracting Authority and submits to it the performance bond, but no later than until the expiration of the validity of the contract.

If we do not receive any claim from you regarding the payment of the guaranteed sum within 90 days from the deadline for submitting tenders, this guarantee ceases to be valid regardless of whether it has been returned.

This guarantee is not transferable.

Any disputes between the beneficiary and the bank shall fall within the jurisdiction of the competent court in New York City and are subject to law, valid in New York City.

Bank  
(Seal and signature)

**INSTRUCTIONS FOR COMPLETING THE FORM\*: Tender Bond (Form B-1)**

The Tenderer may submit equivalent suretyship insurance with an insurance company with the same content as defined in this sample.

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\* These instructions need not be enclosed to the bid / the application.

## PERFORMANCE BOND (GUARANTEE)

Name of the bank:

Place and date:

Beneficiary (Contracting Authority): Permanent Mission of the Republic of Slovenia to the United Nations in New York, 630 Third Avenue, 20<sup>th</sup> Floor, New York, N. Y. 10017, USA, representing the successor states of the former Socialist Federal Republic of Yugoslavia, namely Bosnia and Herzegovina, the Republic of Croatia, the Republic of Macedonia, the Republic of Slovenia and the Republic of Serbia

Guarantee No.

In accordance with the contract \_\_\_\_\_ (contract title, contract number, date), concluded between the beneficiary and the contractor \_\_\_\_\_ (name of the Contractor) for the performance of \_\_\_\_\_ (subject matter of the contract), in the time limit \_\_\_\_\_ (date, days, months), in the quantity and quality, defined in the contract, the Contractor is bound to perform the following services:

Service of brokering the sale of immovable property listed above by a single real estate agency, which will be awarded the contract by the successor states of the former SFRY

On the Contractor's request, we hereby undertake to be irrevocably and unconditionally bound by this guarantee to pay USD 100,000.00 (in writing one hundred thousand 00/100) within 15 days upon the receipt of your first written claim, if the Contractor does not fulfill his contractual obligations in agreed quality, quantity and time limits defined in the aforementioned contract. Our obligation is also valid in case the fulfillment of contractual obligations is only partial.

The claim invoking the performance bond shall be submitted to the bank and it shall contain:

1. an original statement of the Contracting Authority invoking the performance bond in compliance with the previous paragraph, and
2. the original of the Performance Bond No. \_\_\_\_\_ / \_\_\_\_\_.

This performance bond decreases with each, by this guarantee, realized payment.

This performance bond shall be valid at the latest until \_\_\_\_\_. After the expiry of this date, the bond shall be void. Our obligation expires automatically regardless of whether the bond has been returned.

If at any time during the validity of this bond the beneficiary agrees with the Contractor to extend the time limit for the execution of the awarded project, or in case the Contractor fails to fulfill the contractual obligations, the Contractor and the bank may reach a mutual agreement to extend the validity of this bond.

This bond is not transferable.

Any disputes between the beneficiary and the bank shall fall within the jurisdiction of the competent court in New York City and are subject to law, which is valid in New York City.

Bank  
(Seal and signature)



**INSTRUCTIONS FOR COMPLETING THE FORM\*: Performance Bond (Form B-2)**

The Tenderer may submit equivalent suretyship insurance with an insurance company with the same content as defined in the sample.

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\* These instructions need not be enclosed to the Tender/ the application.