



**ADRIATIC CROATIA
INTERNATIONAL CLUB**

Since 1983

**WASTE RECEPTION AND HANDLING PLAN FOR THE AREA
SPECIAL-PURPOSE PORT (NAUTICAL TOURISM PORT) MARINA
ŽUT**

April, 2024

Pursuant to Articles 56 and 58 of the Maritime Code (Official Gazette Nos. 181/04, 76/07, 146/08, 61/11, 56/13, 26/15 and 17/19), Article 3 of the Regulation on the Conditions to be Met by Ports (Official Gazette No. 110/04), Article 62(1) and (2) of the Regulation on the Conditions and Manner of Maintaining Order in Ports and in Other Parts of Internal Sea Waters and the Territorial Sea of the Republic of Croatia (Official Gazette No. 72/21), Directive (EU) 2019/883 of the European Parliament and of the Council on port reception facilities for the delivery of waste from ships, Article 8 of Regulation (EC) No. 1069/2009 of the European Parliament and of the Council of 21 October 2009 laying down health rules as regards animal by-products, and Article 39 of the Articles of Association of ACI d.d., the President of the Management Board of ACI d.d., Kristijan Pavić, together with the Member of the Management Board, Josip Ostrogović, hereby adopts, on 4 April 2024, the following:

WASTE RECEPTION AND HANDLING PLAN

in the area managed by ACI d.d.

**- special-purpose port means a seaport in special use,
as determined by special regulations governing
maritime domain and seaports;**

1. OPĆE provisions

- 1.1. The Waste Reception and Handling Plan (hereinafter: the Plan) for the area managed by ACI d.d. – special-purpose port – nautical tourism port Žut (hereinafter: ACI Marina ŽUT) regulates the reception and handling of ship-generated waste and applies to all ships, regardless of the flag they fly, that call at and stay within the marina area, except warships and public-service ships.
- 1.2. The area managed by ACI Marina ŽUT comprises land and sea area as specified in Maritime Domain Concession Agreement for the purpose of economic use of special-purpose port – nautical tourism port Žut concluded on 05. October 2007. in Zagreb.
- 1.3. According to the classification of ports within the formal legal framework of the port system of the Republic of Croatia, ACI Marina ŽUT is categorised as a special-purpose port – nautical tourism port. ACI Marina ŽUT is located in the Kornati archipelago. It extends along approximately 450 m of shoreline equipped for vessel berthing. Its capacity is 120 sea berths. The marina is seasonal and is open from the beginning of April to the beginning of November.
- 1.4. The Plan regulates:
 - 1.4.1. methods and procedures for managing accumulated ship-generated

waste from ships entering the area of ACI Marina ŽUT,

1.4.2. protection of the marine environment from the discharge or disposal of waste,

1.4.3. protection against pollution of the land area of ACI Marina ŽUT;

1.5. All natural and legal persons which use marinu shall comply with the provisions of the Maritime Code ("Official Gazette" No. 181/04, 76/07, 146/08, 61/11, 56/13, 26/15 and 17/19) and Port Regulations in the nautical tourism port at ACI Marina ŽUT.

1.6. The following information from the Plan concerning the availability of adequate port reception facilities in the port and the cost structure shall be clearly communicated by the port managing body (ACI d.d.) to port users and made publicly available in Croatian and English:

1. location of port reception facilities
2. operating hours collection ship-generated waste
3. list of ship-generated waste normally collected by the port and the services provided
4. list contacts operator port facility for reception and provision services
5. description of procedures for delivery of ship-generated waste
6. opis system pokrivanja costs
7. Amount of fees and the basis on which they are calculated. The information is available on the marina notice board.

1.7. Most vessels normally calling at the marina are up to approximately 15 m in length. Given the type of vessels normally calling at the marina, household waste, recyclable fractions such as plastics, paper and cardboard, used oils and lubricants, and sanitary sewage can be expected. ACI Marina ŽUT has a portable (mobile) facility for collecting sewage; the procedure is described in more detail in point 7.11 of this Plan. In view of the types of waste generated in the marina, ACI Marina ŽUT has concluded agreements with port reception facility operators, i.e. authorised companies that dispose of the above waste types in accordance with agreements concluded between ACI d.d. and the respective companies. Those agreements form part of this Plan and are included in the Annexes.

2. DEFINICIJE

For the purposes of this Plan, the following definitions apply:

- 2.1. - ship, other than a warship, means a ship, submarine, yacht, boat, fixed offshore object or floating object, unless Article 57 of the Regulation on the Conditions and Manner of Maintaining Order in Ports and in Other Parts of Internal Sea Waters and the Territorial Sea of the Republic of Croatia (Official Gazette No. 72/21) provides otherwise;**
- 2.2. - boat means a watercraft intended for navigation at sea, authorised to carry no more than 12 passengers, with a hull length greater than 2.5 metres and less than or equal to 15 metres, or with total propulsion power greater than 5 kW;**
The term boat does not include:
 - craft belonging to another maritime object for collection, rescue or work purposes;
 - craft intended exclusively for competitions,
 - canoes, kayaks, gondolas and pedal boats,
 - windsurf boards and surfboards;
- 2.3. - yacht means a watercraft intended for sport and leisure, whether used for private purposes or commercial activity, with a hull length greater than 15 metres, intended for an extended stay at sea and authorised to carry, in addition to its crew, up to 12 passengers. The term “intended for an extended stay at sea” means that appropriate accommodation and living conditions are provided to enable persons on board to remain autonomously at sea for an extended period, particularly from the standpoint of safety and protection. Accordingly, the yacht is expected to be of an enclosed type with superstructure and to provide cabin and/or berth accommodation for all persons on board, ventilation, lighting, drinking-water supply, a galley, sanitary facilities, storage for personal belongings and access/escape routes;**
- 2.4. MARPOL Convention means the International Convention for the Prevention of Pollution from Ships, as amended.**
- 2.5. - ship-generated waste means all waste, including cargo residues, generated during the operation of a ship or during loading, unloading and cleaning activities and falling within the scope of Annexes I, II, IV, V and VI to the MARPOL Convention, as well as passively fished waste;**
- 2.6. - cargo residues means remnants of any cargo material on board, on deck or in holds or tanks that remain after loading and unloading operations, including excess or spillage during loading and unloading, whether wet or**

dry or contained in wash water, excluding cargo dust remaining on deck after sweeping or dust on the external surfaces of the ship;

- 2.7. Lučki reception facility is was which postrojenje which is fixed, floating or mobile and which is capable of providing a reception service for ship-generated waste**
- 2.8. - scheduled traffic means traffic based on a published or planned timetable of departures and arrivals between specified ports, or repeated crossings constituting a recognised schedule, including excursion-vessel traffic characterised by regular and frequent port calls;**
- 2.9. - sewage means sanitary wastewater falling within the scope of Annex IV to the MARPOL Convention;**
- 2.10. - port reception facility operator means the port managing body or any legal or natural person to whom the port managing body, in accordance with special regulations, has granted a concession to perform the registered port activity of waste reception in a port open to public traffic, or who performs such activities under a commercial agreement in a special-purpose port;**
- 2.11. - port open to public traffic means a seaport that may be used by any natural or legal person under equal conditions, in accordance with its purpose and within available capacity, as determined by special regulations governing maritime domain and seaports;**
- 2.12. - special-purpose port means a seaport in special use, as determined by special regulations governing maritime domain and seaports;**
- 2.13. - hazardous waste means waste and/or cargo residues falling within the scope of Annex II to the MARPOL Convention or possessing any hazardous property determined by special waste-management regulations;**
- 2.14. - passively fished waste means waste collected in nets during fishing operations;**
- 2.15. - sufficient storage capacity means sufficient capacity to store waste on board from the time of departure until the next port of call, including waste likely to be generated during the voyage;**
- 2.16. - regular port calls means repeated voyages by the same ship constituting a constant pattern between specified ports, or a series of voyages to and from the same port without intermediate calls;**
- 2.17. - frequent port calls means calls by a ship at the same port at least once every fourteen days;**
- 2.18. GISIS is the Global Integrated Shipping Information System established by**

IMO

2.19. - treatment means recovery or disposal operations, including preparation prior to recovery or disposal;

2.20. IMO is the International Maritime Organization

2.21. - SafeSeaNet is the European Union maritime information exchange system established in accordance with Directive 2002/59/EC, as amended, and Directive 2010/65/EU;

2.22. - THETIS-EU is the database of inspections carried out within the European Union, established in accordance with the database referred to in Article 24 of Directive 2009/16/EC on port State control, as amended.

3. SHIP-GENERATED WASTE MANAGEMENT

3.1. Ship-generated waste within the marina area shall be handled in a manner that avoids:

- a) danger to human health,
- b) opasnost for biljni and životinjski svijet,
- c) onečišćenje water, sea, soil and air iznad propisanih graničnih vrijednosti,
- d) nekontrolirano disposal and incineration,
- e) explosion or fire,
- f) noise and neugodni odours,
- g) pojavljivanje and razmnožavanje harmful životinjskih and biljnih organisms, and development _patogenih microorganisms,
- h) disturbance of public order and peace.

3.2. Within the marina area, the discharge into the sea of oily or polluted waters, waste oil, and any other oily or solid materials is strictly prohibited.

3.3. Pursuant to Directive 2008/98/EC, Article 4, the following waste hierarchy shall apply as the order of priority in waste-prevention and waste-management legislation and policy:

- a) sprečavanje (prevencija);
- b) priprema for ponovnu uporabu;
- c) recikliranje;
- d) other recovery operations, e.g. energy recovery;
- e) disposal (disposal).

4. ASSESSMENT OF THE NEED FOR PORT RECEPTION FACILITIES ADEQUATE TO THE NEEDS OF SHIPS NORMALLY CALLING AT OR USING THE PORT, FOR EACH TYPE OF SHIP-GENERATED WASTE, IN ACCORDANCE WITH THE MARPOL CONVENTION

4.1. The overall capacity and types of containers in the marina are considered sufficient. If traffic volumes or marina operations change, the Plan shall be amended accordingly.

4.2. The person responsible at ACI Marina ŽUT provided the drafter of the Plan with data on the types and quantities of waste separately collected and disposed of in 2023 in the area of ACI Marina ŽUT and reported to the Ministry of the Sea, Transport and Infrastructure.

The types and quantities of separately collected waste are shown in the following table:

Table 1. List of ship-generated waste normally collected by the port/year

MARPOL Annex	Unit of measurement	Waste type	Quantity (t)	Capacity
Annex V				
Other Category C	kg	Household waste	25	10*1100

The table shows the quantity of waste generated by marina operations and the required capacity of the port reception facilities. The available capacity of the existing reception facilities shown in the preceding table fully meets the waste-collection requirements of port users. If, during the planned three-year period (2024–2027), a need arises to increase the reception facilities, ACI d.d. shall implement the required increase for ACI Marina ŽUT through its own investments.

5. DESCRIPTION OF THE TYPE AND CAPACITY OF REQUIRED PORT RECEPTION FACILITIES

5.1. The capacities of reception facilities for waste generated on ships calling at the marina are as follows:

- container for municipal waste 1100 l, 10 units,
- container for waste oil 40 l, 3 units,
- mobile pump for emptying sewage from vessels, 550 l, 1 unit.

5.2. Temporary storage locations for waste generated by port activities, or the locations of the containers described in point 5.1, are shown on the diagram in the Annexes under form doc. 04/14.

6. TYPES AND USUAL QUANTITIES OF WASTE RECEIVED AND HANDLED IN THE FACILITIES, IN ACCORDANCE WITH THE ACTUAL NEEDS OF MARINA USERS

6.1. The types of waste regularly received in the marina are:

- household waste in accordance with Annex 4 to the Regulation on the Conditions and Manner of Maintaining Order in Ports and in Other Parts of Internal Sea Waters and the Territorial Sea of the Republic of Croatia (Official Gazette No. 72/21)
- waste oil
- sanitary sewage

6.2. The current capacity of the waste reception facilities in the marina is considered sufficient. If the usual quantities of waste generated in the marina increase, the capacity of the facilities or containers shall also be increased. The waste types that the marina is required to receive are listed in the table in the Annexes (form doc. 10/14). Certain waste types referred to in paragraph 6.1 are accepted regularly, while some may be accepted subject to prior notice, where feasible. If the marina is unable to receive waste for any reason, the competent Harbour Master's Office shall be informed of that fact together with all relevant details.

7. DETAILED DESCRIPTION OF RECEPTION AND COLLECTION PROCEDURES, BY TYPE OF SHIP-GENERATED WASTE, CORRESPONDING TO THE ACTUAL NEEDS OF MARINA USERS, AND TREATMENT BY AUTHORISED COMPANIES

7.1. Waste collection in the area managed by ACI d.d. is performed by port reception facility operators, i.e. specialised authorised companies that have obtained the required authorisation from the competent ministry to carry out that activity.

7.2. all waste from ships shall be separately collected in accordance with provisions Annex V. MARPOL Convention 73/78;

7.3. Authorised companies have various types of environmental-protection equipment and waste-collection transport vehicles. Waste may also be collected by sea using vessels that take full containers and replace them with empty ones.

7.4. Within the marina area, only household waste, sanitary sewage and, of hazardous waste,

waste oil may be disposed of. If a ship wishes to deliver a type of waste that cannot be handled in the marina, the competent Harbour Master's Office shall be informed that the waste has not been discharged and that the ship will depart the marina carrying that quantity of waste to the next port of destination. Certain types of waste may be accepted subject to prior notice, based on the information provided in the waste notification (e.g. the carcass of a pet). If the marina is unable to receive waste for any reason, the competent Harbour Master's Office shall be informed of that fact together with all relevant details.

7.5. ACI Marina ŽUT shall separately collect waste covered by MARPOL Annexes I, IV and V, i.e. the waste types normally generated by ships that normally call at the marina.

7.6. The method, quantity, collection and transport of waste from ships normally calling at ACI Marina ŽUT depend on the waste category, the required collection frequency and the waste reception location (Annex – form doc. 02/14).

7.7. A list of authorised companies or port reception facility operators, their contact persons, working hours and the types of waste they collect in the area of ACI Marina ŽUT is provided in the Annex to this Plan (Annex – form doc. 01/14).

7.8. Waste is collected during marina working hours, i.e. Monday to Sunday, 24 hours a day during the summer season.

7.9. Household waste is collected several times a month, while specified types of hazardous waste (waste oil) and sanitary sewage are collected by the authorised company at the request of marina staff when the container capacity is reached.

7.10. Oily liquid and solid waste (MARPOL ANNEX and Regulation 19. and MARPOL ANNEX II)

7.10.1. Reception of oily waste from ships shall be carried out in accordance with Rule 19 of MARPOL Annex I (oily waste engine oil from electricity-generating units).

7.10.2. solid oily waste must be suitably packaged in labelled bags or non-returnable receptacles/containers,

7.10.3. Oily wastewater collected specialised road tankers

7.11. Sewage water (MARPOL ANNEX IV)

7.11.1. ACI Marina ŽUT has a portable (mobile) facility for collecting sewage. Sewage is collected using a specially designed mobile device for pumping sewage from vessels, with a capacity of 550 l and 115 l/min and a vacuum preparation time of 5–7 seconds. The pumps are made of AISI 316 stainless steel and connect to the vessel's wastewater tank via a 20 m suction hose. Once the wastewater is collected, it is discharged into the internal sewerage system and then conveyed to the sanitary wastewater treatment facility.

7.12. Brodski municipal waste (MARPOL ANNEX V category C)

7.12.1. Upon arrival, vessel owners deposit municipal waste directly, without prior notice, into household-waste reception containers installed and collected by the local municipal utility company Murtela d.o.o. Hazardous waste must not be placed in mixed-municipal-waste containers. Mixed municipal waste is collected by specialised vehicles of Murtela d.o.o. and transported for further disposal.

7.12.2. All household waste and non-hazardous technological waste collected in the marina area is disposed of at a municipal-waste landfill. In view of landfill-capacity constraints and the need to conserve landfill space, waste material must have a dry-matter content of at least 60%. Separately collected recyclable fractions such as paper, cardboard and plastics are delivered to authorised recovery operators for further treatment.

7.13. Hazardous waste (MARPOL Annexes I, IV and V)

7.13.1. Hazardous waste from ships is collected in designated containers (40 l waste-oil containers, 3 units), which are emptied by the authorised company Cian d.o.o. Marina staff notify the authorised company when the container capacity is reached.

7.13.2. Hazardous waste that may arise in the marina area includes the waste codes and names listed in the following table:

Ključni number	Naziv
13 01 13*	Other hydraulic oils
13 02 05*	Neklorirana motorna, strojna and lubricating oils on bazi minerala
13 02 08*	Other engine, machinery and lubricating oils

7.13.3. Waste Consignment Note for hazardous waste authorised company daje on ovjeru competent osobi ACI d.d., a after disposal waste submits mu kopiju Pratećeg lista ovjerenu from obrađivača waste.

7.14. Nusproizvodi animal podrijetla which nisu for prehranu ljudi (MARPOL ANNEX V category B and H)

7.14.1. A ship must not dispose of such material as municipal waste; it shall be kept separate and delivered for disposal and harmless removal to an authorised company engaged as necessary (e.g. in the case of a pet carcass).

8. INDIRECT FEE FOR DELIVERY OF WASTE FROM BOATS AND YACHTS

8.1. Concession holders of special-purpose ports shall ensure that the port is equipped with appropriate equipment and facilities for handling and receiving solid and liquid waste, oily waters and sewage as defined by the provisions of the MARPOL 73/78 Convention, as amended.

8.2. The costs of providing and using the equipment and facilities referred to in paragraph 8.1 of this Plan shall be borne by ships through payment of waste reception and collection fees. Boats and yachts in transit shall pay an indirect waste reception fee upon entering a port other than the port in which they have a contracted municipal or nautical berth, including mooring areas and anchorages of such ports, regardless of actual waste delivery, in a flat-rate amount equal to 1% of the berth price.

8.3. In a special-purpose port – nautical tourism port, boats and yachts with a nautical berth agreement shall pay an indirect waste reception fee regardless of actual delivery of waste, in a flat-rate amount equal to 1% of the fee charged by the port under the berth agreement.

9. HANDLING AND REPORTING OF COMPLAINTS

9.1. The body managing the marina, in this case ACI d.d., shall establish a committee to decide on complaints from marina users. The committee shall decide on complaints relating to:

a) matters subject to consultation that the marina managing body is required to address in accordance with this Plan;

b) adequacy and maintenance of port reception facilities, as provided for by the Regulation on the Conditions and Manner of Maintaining Order in Ports and in Other Parts of Internal Sea Waters and the Territorial Sea of the Republic of Croatia (Official Gazette No. 72/21); or

c) other matters relating to marina operations in connection with this chapter of the Plan.

9.2. The number of members of the committee shall be determined by the marina managing body in accordance with its general acts.

9.3. By 31 January each year, the committee shall submit to the Ministry a report on its work for the previous year, including information on all complaints received from marina users and the actions taken in response.

9.4. A marina user dissatisfied with the committee's handling of a complaint may submit a complaint to the Ministry regarding inadequacy or insufficiency of the ship-waste reception system and related unnecessary delay, or regarding the operating costs of port reception facilities and/or the amount of port waste reception fees and/or the basis on which such fees are calculated.

9.5. If the Ministry determines that a complaint is justified, it shall order the marina managing body to remedy the deficiencies.

9.6. Upon receipt of a complaint concerning the inadequacy of port reception facilities for ship-generated waste, the person responsible for implementation of this Plan shall take the necessary corrective action to remedy the inadequate service and ensure user satisfaction (Annex – form doc. 03/14).

9.7. Inadequacy of port reception facilities for ship-generated waste, together with a description of the reason for the problem, may also be reported to the competent Harbour Master's Office.

10. PROCEDURES FOR CONTINUOUS CONSULTATION WITH PORT USERS, THE AUTHORISED PORT RECEPTION FACILITY OPERATOR, TERMINAL OPERATORS AND OTHER INTERESTED PARTIES

10.1. ACI d.d. shall conduct continuous consultations with port users, the authorised port reception facility operator, terminal operators and other interested parties.

11. REQUIREMENTS FOR DATA COLLECTION AND SUBMISSION

11.1. Authorised companies shall submit the following in writing to the concession grantor and the Harbour Master's Office Šibenik:

11.1.1. Quarterly reports on the total quantity and type of waste collected in the area of ACI Marina ŽUT, to be submitted within 30 days after the end of each quarter;

11.1.2. An annual report on the total quantity and type of waste disposed of in the area of ACI Marina ŽUT, to be submitted within 30 days after the end of the calendar year.

11.1.3. Reports shall be submitted to the concession grantor and the Harbour Master's Office Šibenik.

12. PERSON RESPONSIBLE FOR IMPLEMENTATION OF THE PLAN

12.1. Osobu odgovornu for implementation this Plan imenuje uprava ACI d.d.:

12.2. The persons responsible for implementation of this Plan are:

- The person responsible for implementation and supervision of this Plan at ACI Marina ŽUT is the Marina Director, Filip Kulušić.

mob. 098/398-821,

e-mail: filip.kulusic@aci-club.hr,

13. FINAL PROVISIONS

13.1. Inspection supervision of implementation of the provisions of this Plan, protection of sea

from pollution from ships, regulations in the field of navigation safety and protection of the marina environment adopted pursuant to this Plan carry out inspectors safety navigation Ministry and the competent Harbour Master's Office.

13.2. This Plan shall be approved by the Harbour Master's Office Šibenik for a period not exceeding three years.

13.3. This Plan shall enter into force on the eighth day following the date of approval by the Harbour Master's Office Šibenik.

14. LIST OF ANNEXES

14.1. Form containing data on authorised companies and contact details (working hours and waste types) – form doc. 01/14

14.2. Method of managing ship-generated waste – form doc. 02/14

14.3. Inadequacy of reception facilities – form doc. 03/14

14.4. Location of port reception facilities shown on the plan/layout of ACI Marina ŽUT – form doc. 04/14

14.5. Annex to Agreement 80/2017 between ACI d.d. and CIAN d.o.o. for disposal of various types of hazardous waste – form doc. 06/14

14.6. Annex to Agreement 45/2017 between ACI d.d. and CIAN d.o.o. for disposal of facility contents generated after treatment of technological and sanitary sewage – form doc. 07/14

14.7. Agreement between ACI d.d. and CIAN d.o.o. on hazardous-waste management in ACI marinas – form doc. 08/14

14.8. Agreement between ACI d.d. and CIAN d.o.o. on cleaning and maintenance services for water-management structures in ACI marinas – form doc. 09/14

14.9. Annex 2. Regulation on the Conditions and Manner of Maintaining Order in Ports and in Other Parts of Internal Sea Waters and the Territorial Sea of the Republic of Croatia ("Official Gazette" No. 72/21) - form doc. 10/14

Uprava ACI d.d.

Member of the Management Board Josip Ostrogović President of the Management Board Kristijan Pavić

This Plan was approved by the Harbour Master's Office Šibenik by its document

Class: _____; Ref. No.: _____ dated
 _____, and the approval forms an integral part of this Plan.
 2024. whose approval forms an integral part of this Plan.

**AUTHORISED COMPANIES AND CONTACT DETAILS FOR WASTE
 RECEPTION IN THE AREA UNDER THE MANAGEMENT OF
 ACI D.D.**

CIAN d.o.o.			
Adresa:	Varaždinska 51, 21 000 Split		
Tel: 021 540 190	Fax: 021 540 199	E-mail: cian@cian.hr	
Contact: Environmental Protection Department	Tel:021/540-192		Working hours:
Uprava	Ivan Sabljčić		7:30-15:30
Djelatnost / types waste	Disposal of waste oil and hazardous waste; Rabljena oils and lubricating Oily uljni filters Zauljene krpe packaging kontaminirana bojom Disposal of sanitarno-fekalnih wastewater		

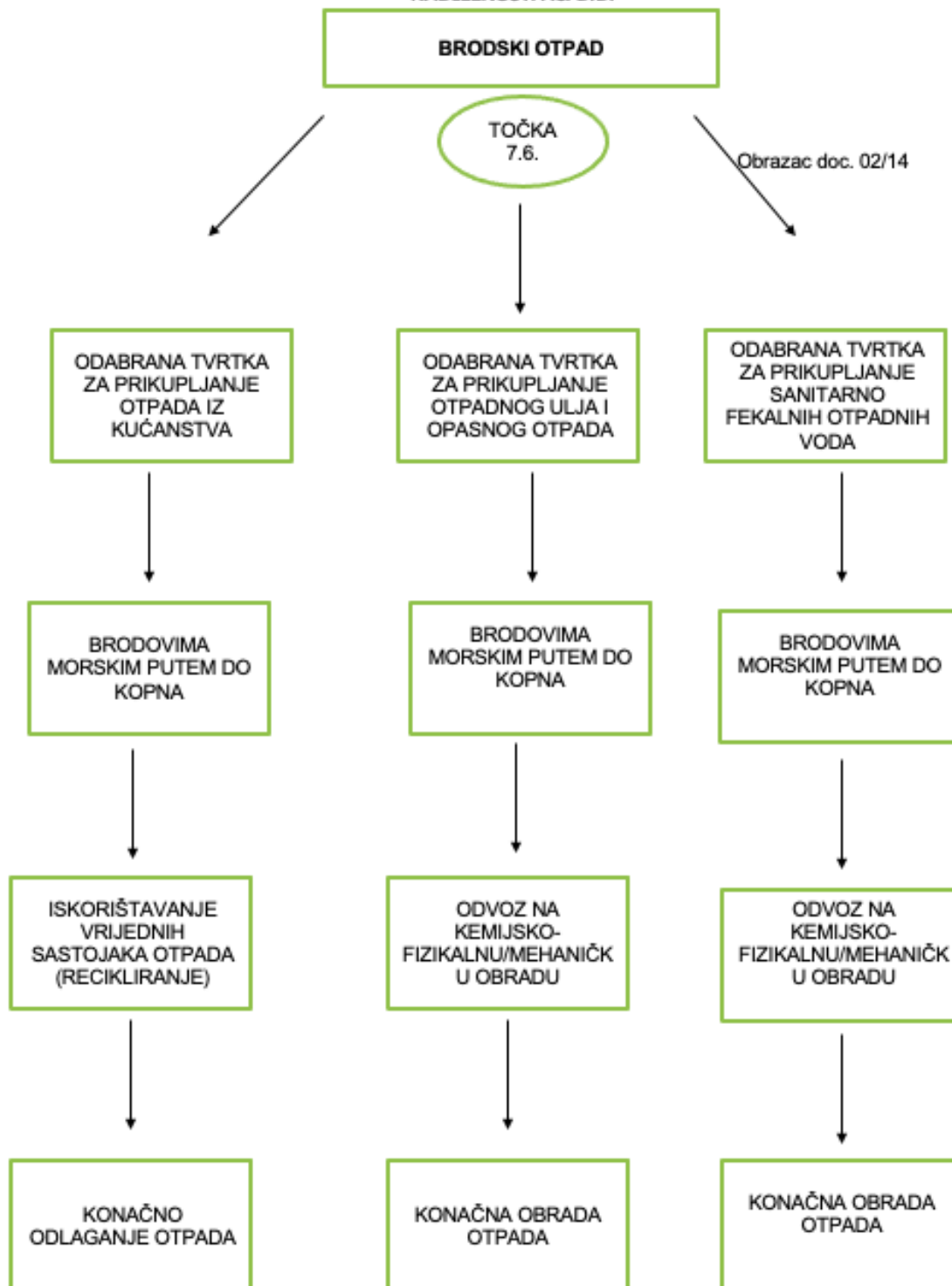
MURTELA d.o.o. municipal utility company	
Adresa:	Ulica Butina 2, 22243 Murter

Tel: +385 22 436-521	Fax: +385 22 436-536	E-mail: petar.jezina@murtela-murter.hr
persons for contact: Petar Ježina		Working hours: 7:00-15:00
Djelatnost / types waste	collection, disposal and transport of municipal waste	

form doc. 01/14

NAČIN GOSPODARENJA OTPADOM NA PODRUČJU

NADLEŽNOSTI ACI D.D.



INADEQUACY OF RECEPTION FACILITIES
(in accordance with Directive (EU) 2019/883)

1. PORT LOCATION

Država: Hrvatska	Port name: ACI Marina PIŠKERA
Port name:	
Date of inadequacy:	

2. TYPE AND QUANTITY OF WASTE FOR DELIVERY TO PORT RECEPTION FACILITIES

VRSTA waste	QUANTITY	VRSTA waste	QUANTITY
Uljni waste	m3	Waste from food	m3
Drugi liquid waste (navesti)	m3	Plastični waste	m3
Akumulirani waste	m3	Cargo residues	m3
Drugo	m3		

3. DESCRIPTION OF INADEQUACY

Technical usability of the facility	Delay
Neprikladna pozicija reception facility	Drugo

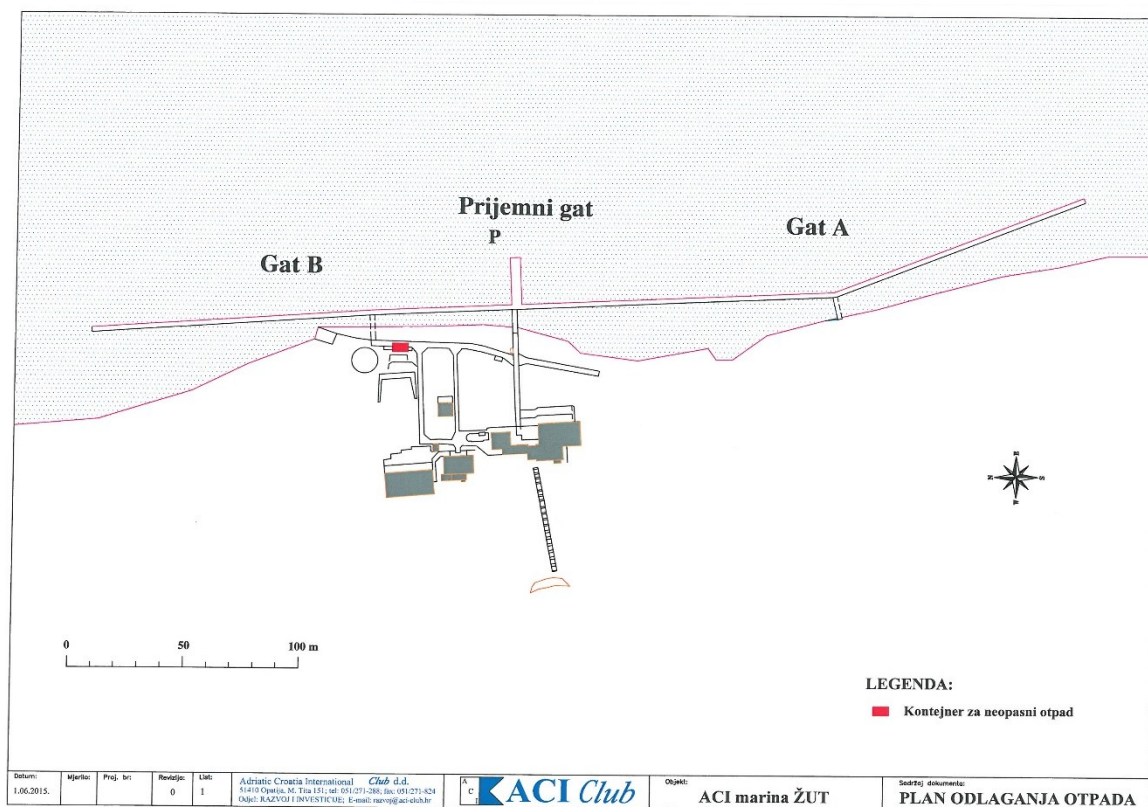
OPASKE

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4. SHIP PARTICULARS

Ship name:	IMO number:
Port of registry:	Država pripadnosti:
Shipowner or ship operator:	

Date of delivery of the form:	
Ship's master:	Potpis:
ACI Marina PIŠKERA	Potpis:



ACI d.d. RIJEKA

PRIMLJENO	11-05-2021	
ORG. JED.	UR. BROJ	PRILOG
	288	

ADRIATIC CROATIA INTERNATIONAL CLUB d.d., Rudolfa Strohala 2, 510000 Rijeka, OIB 17195049659 (u daljnjem tekstu: **Naručitelj**), koje zastupa Predsjednik Uprave Kristijan Pavić, s jedne strane

I

CIAN d.o.o., Varaždinska 51, 21000 Split, OIB 04201603871, zastupan po direktoru Ivan Sabljčić, (u daljnjem tekstu **Izvršitelj**) zaključili su dana 29.04.2021. godine

ANEX BR. 63/2021 UGOVORU BR. 80/2017

Članak 1.

Članak 3. Ugovora se mijenja i glasi:

Izvršitelj usluga obavezuje se za **Naručitelja**, na lokacijama slijedećih ACI marina: **ŠIMUNI, ŽUT, PIŠKERA, JEZERA, VODICE, SKRADIN, TROGIR, SPLIT, MILNA, VRBOVSKA, PALMIŽANA, KORČULA, DUBROVNIK i VELJKO BARBIERI** vršiti radnje gospodarenja otpadom navedene u slijedećem stavku.

Za usluge iz članka 1. ovog ugovora, **Naručitelj** će **Izvršitelju** platiti iznose kako slijedi:

- | | |
|--|--------------------|
| - prikupljanje i zbrinjavanje otpadnog motornog ulja (130208*) | BEZ NAKNADE |
| - prikupljanje i zbrinjavanje zauljenih voda sa dna plovila (130403*) | 0,60 kn/kg |
| - prikupljanje i zbrinjavanje zauljenih uljnih filtera (160107*) | 4,50 kn/kg |
| - prikupljanje i zbrinjavanje zauljenih krpa (150202*) | 4,50 kn/kg |
| - prikupljanje i zbrinjavanje zauljene ambalaže (150110*) | 4,50 kn/kg |
| - prikupljanje i zbrinjavanje ambalaže od boja i lakova (150110*) | 4,50 kn/kg |
| - prikupljanje i zbrinjavanje taloga iz taložnika na prostoru prališta plovila (130502*) | 4,50 kn/kg |
| - prikupljanje i zbrinjavanje mulja od fiz.-kem obrade (190205*) | 4,50 kn/kg |
| - prikupljanje i zbrinjavanje antifrizi | 2,80 kn/kg |
| - prikupljanje i zbrinjavanje otpadnih tonera (080317*) | 4,50 kn/kg |

Izvršitelj će od **Naručitelja** vršiti preuzimanje baterija i akumulatora po otkupnoj cijeni od **2,50 kuna/kg**.

Za sve usluge koje su predmet ovog ugovora **Izvršitelj** će osigurati adekvatne kontejnere po modelu puno za prazno.

Članak 2.

Članak 5. Ugovora se mijenja i glasi:

Ovlašteni predstavnici od strane **Naručitelja**:

- Stipe Žunić, direktor ACI marine ŠIMUNI, tel. 099 492 4069,
- Filip Kulušić, direktor ACI marina ŽUT i PIŠKERA, tel. 098 398 821,
- Darko Vidić, direktor ACI marine JEZERA, tel. 098 398 824,
- Jakov Jadrešin, direktor ACI marine VODICE, tel. 099 589 3369,
- Slaven Bogut, direktor ACI marine SKRADIN, tel. 098 388 493,
- Ivan Kljaković – Gašpić, direktor ACI marine TROGIR, tel. 099 493 6164,
- Edo Karuza, direktor ACI marine SPLIT, tel. 098 398 826,
- Darko Franičević, direktor ACI marine MILNA, tel. 098 398 825,
- Rino Krstić, direktor ACI marine VRBOVSKA, tel. 099 524 9090,
- Pier Filičević direktor ACI marine PALMIŽANA, tel. 099 368 1297,

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- Marko Skokandić, direktor ACI marine KORČULA, tel. 098 398 830
- Leo Ajduković, ACI marine DUBROVNIK, tel. 099 469 0329,
- Danijela Crljen, direktorica ACI marine VELJKO BARBIERI, tel. 099 266 7487.

Ovlašteni predstavnik od strane Izvršitelja:

- Matko Bašić, tel. 021 540 190, 021 540 192, 091 1540 210.

Članak 3.

Potpisivanjem Anexa ugovora br. 1 ostali članci Ugovora br. 80/2017-ZO ostaju nepromijenjeni.

**ADRIATIC CROATIA
INTERNATIONAL CLUB d.d.**

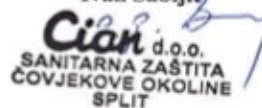
**Predsjednik Uprave:
Kristijan Pavić**



CIAN d.o.o.

direktor:

Ivan Sabljic



ACI d.o.o. RIJEKA		
PRIMLJENO	11-05-2021	
ORG. JED.	UR. BROJ	PRILOG
	2839	

ADRIATIC CROATIA INTERNATIONAL CLUB d.d., Rudolfa Strohala 2, 510000 Rijeka, OIB 17195049659 (u daljnjem tekstu: Naručitelj), koje zastupa Predsjednik Uprave Kristijan Pavić, s jedne strane

i

CIAN d.o.o., Varaždinska 51; 21 000 Split, OIB 04201603871, zastupan po direktoru Ivan Sabljic, (u daljnjem tekstu Izvršitelj) zaključili su dana 29.04.2021. godine

**ANEX BR. 64/2021
UGOVORU BR. 45/2017**

Članak 1.

Članak 3. Ugovora se mijenja i glasi:

Izvršitelj usluga obavezuje se za Naručitelja, na lokacijama slijedećih ACI marina: **ŠIMUNI, ŽUT, PIŠKERA, JEZERA, VODICE, SKRADIN, TROGIR, SPLIT, MILNA, VRBOVSKA, PALMIŽANA, KORČULA, DUBROVNIK i VELJKO BARBIERI** koje su navedene u Ponudi br. 60 od 14.02.2017. godine i Prilogu uz ponudu koji su sastavni dio ovog Ugovora, vršiti slijedeće radnje gospodarenja otpadom:

1. Isisavanje i zbrinjavanje zauljenih voda separatora/mastolova,
2. Čišćenje i zbrinjavanje zauljenog krutog taloga iz taložnika/separatora,
3. Kompletno čišćenje i odmašćivanje separatora/mastolova/taložnika,
4. Kompletno čišćenje i zbrinjavanje sadržaja uređaja za fiz-kemijsko pročišćavanje tehnoloških otpadnih voda,
5. Kompletno čišćenje i zbrinjavanje sadržaja uređaja za biološko pročišćavanje sanitarnih otpadnih voda.

Članak 2.

Članak 4. Ugovora se mijenja i nadopunjuje Prilog 1 ponude br. 60 od 14.02.2017. godine.

Članak 3.

Članak 5. Ugovora se mijenja i glasi:

Ovlašteni predstavnici od strane Naručitelja:

- Stipe Žunić, direktor ACI marine ŠIMUNI, tel. 099 492 4069,
- Filip Kulušić, direktor ACI marina ŽUT i PIŠKERA, tel. 098 398 821,
- Darko Vidić, direktor ACI marine JEZERA, tel. 098 398 824,
- Jakov Jadrešin, direktor ACI marine VODICE, tel. 099 589 3369,
- Slaven Bogut, direktor ACI marine SKRADIN, tel. 098 388 493,
- Ivan Kljaković – Gašpić, direktor ACI marine TROGIR, tel. 099 493 6164,
- Edo Karuza, direktor ACI marine SPLIT, tel. 098 398 826,
- Darko Franičević, direktor ACI marine MILNA, tel. 098 398 825,
- Rino Krstić, direktor ACI marine VRBOSKA, tel. 099 524 9090,
- Pjer Filičević direktor ACI marine PALMIŽANA, tel. 099 368 1297,
- Marko Skokandić, direktor ACI marine KORČULA, tel. 098 398 830
- Leo Ajduković, ACI marine DUBROVNIK, tel. 099 469 0329,
- Danijela Crljen, direktorica ACI marine VELJKO BARBIERI, tel. 099 266 7487.

Ovlašteni predstavnik od strane Izvršitelja:

- Matko Bašić, tel. 021 540 190, 021 540 192, 091 1540 210.

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Članak 5.

Članak 13. ugovora se mijenja i glasi:
Ugovorne strane suglasno utvrđuju da se sastavnim dijelovima ovog Ugovora smatraju:
Ponuda Izvođača br. 60 od 14.02.2017. godine i revidirani prilog uz ponudu.

U slučaju da je neko pravo ili obaveza ugovornih strana različito regulirano u Ponudi
Izvršitelja i Ugovoru, prednost u primjeni imaju odredbe Ugovora.

Članak 5.

Potpisivanjem Anexa ugovora br. 1 ostali članci Ugovora br. 45/2017-ZO ostaju
nepromijenjeni.

**ADRIATIC CROATIA
INTERNATIONAL CLUB d.d.**

**Predsjednik Uprave:
Kristijan Pavić**



CIAN d.o.o.

**direktor:
Ivan Sabljic**

Cian d.o.o.
SANITARNA ZAŠTITA
ČOVJEKOVE OKOLINE
SPLIT

SS

AD

PRILOGI Ivr 1. UGOVORU O VRŠENJU USLUGA ODRŽAVANJA I ČIŠĆENJA SEPARATORA, TALOŽNIKA, UREĐAJA ZA PROČIŠĆAVANJE OTPADNIH VODA I SEPTIČNIH JAMA					
ACI marina	Vrsta uređaja	Angažman djelatnika i oprema	Cijena obrisavanja vode (kn/l)	Cijena obrisavanja taloga (kn/kg)	Napomena
ŠIMUNI	Pjeskolov/separator V= 0,4 m3,		0,65	4,8	Ukoliko se u jednom danu čisti više od jednog uređaja na istoj lokaciji cijena za angažman djelatnika i opreme za svaki sljedeći uređaj umanjuje se za 50%.
	Pjeskolov-trokomorni, betonski V= 3 m3	1.500,00			
	Uređaj za fizičko pročišćavanje sanitarnih otpadnih voda V= 60 m3	2.500,00	0,65	4,8	
ZUT	Uređaj za fizičko pročišćavanje tehnoloških otpadnih voda Q=500 l/h	21.000,00	0,65	4,8	
	Sabirna jama i uređaj za fizičko pročišćavanje V= 32,4 m3	1.500,00	0,65	4,8	
	Uređaj za fizičko pročišćavanje sanitarnih otpadnih voda V=110,0 m3				
PIŠKERA	Sabirna jama V= 20,0m3				
PALMIŽANA	Postrojenje za biološko obradu sa sabirnim spremnikom				
JEZERA	Uređaj za fizičko pročišćavanje tehnoloških otpadnih voda Q=500 l/h	1.500,00	0,65	4,8	
	Uređaj za fizičko pročišćavanje sanitarnih otpadnih voda V= 30 m3	7.000,00	0,65	4,8	
VODICE	Trokomorni taložnik V=2 m3	1.500,00	0,65	4,8	
	Uređaj za fizičko pročišćavanje tehnoloških otpadnih voda Q=500 l/h	1.500,00	0,65	4,8	
TROGIR	Trokomorni taložnik V=2 m3	1.500,00	0,65	4,8	
	Uređaj za fizičko pročišćavanje tehnoloških otpadnih voda Q=500 l/h	1.300,00	0,65	4,8	
SPLIT	Pjeskolov-trokomorni, betonski V= 3 m3	1.300,00	0,65	4,8	Ukoliko se u jednom danu čisti više od jednog uređaja na istoj lokaciji cijena za angažman djelatnika i opreme za svaki sljedeći uređaj umanjuje se za 50%.
	Uređaj za fizičko pročišćavanje tehnoloških otpadnih voda Q=500 l/h.	1.300,00	0,65	4,8	
	Separatori za pročišćavanje zaujelenih voda sa prometno manipulativnih površina - 4 kom	1.300,00	0,65	4,8	
MILNA	Uređaj za fizičko pročišćavanje tehnoloških otpadnih voda Q=500 l/h	2.500,00	0,65	4,8	
	Pjeskolov-trokomorni, betonski V= 3 m3	2.500,00	0,65	4,8	
VRBOSKA	Uređaj za fizičko pročišćavanje tehnoloških otpadnih voda Q=500 l/h	2.500,00	0,65	4,8	
	Pjeskolov-trokomorni, betonski V= 3 m3	2.500,00	0,65	4,8	
DUBROVNIK	Pjeskolov/separator betonski V=6 m3	3.500,00	0,65	4,8	
VELJKO BARBIERI	Separatori za pročišćavanje zaujelenih voda sa prometno manipulativnih površina - 4 kom	3.500,00	0,65	4,8	
KORČULA	Uređaj za fizičko pročišćavanje tehnoloških otpadnih voda Q=500 l/h	2.500,00	0,65	4,8	Trošak trajekta obračunava se prema stvarnom trošku prema priloženoj trojakenoj karti
	Taložnik na pralištu brodova 8 m3	3.500,00	0,65	4,8	Trošak trajekta obračunava se prema stvarnom trošku prema priloženoj trojakenoj karti
PREGLED VODNIH GRAĐEVINA (separatora) ZA SVE LOKACIJE (osim marine PIŠKERA I ŽUTJ IZNOSI)		310,00	/	/	

ADRIATIC CROATIA INTERNATIONAL CLUB d. d., Maršala Tita 151, 51410 Opatija, OIB 17195049659 (u daljnjem tekstu: Naručitelj), koje zastupa član Uprave Kristijan Pavić, s jedne strane

i

CIAN d.o.o., Varaždinska 51, 21000 Split, OIB 04201603871 (u daljnjem tekstu: Izvršitelj), koje zastupa direktor Petar Bojić, ing. sanit. zaš., s druge strane,

sklopili su u Opatiji, dana 14. travnja 2017. godine

UGOVOR O GOSPODARENJU OPASNIM OTPADOM U ACI MARINAMA

R.BR. 80/2017

Članak 1.

Ugovorne strane suglasno utvrđuju da se ovim Ugovorom o gospodarenje opasnim otpadom s lokacija Naručitelja, stavljaju izvan snage slijedeći Ugovori:

- Ugovor o preuzimanju opasnog otpada na lokaciji ACI marine Skradin od 13.02.2001. g.
- Ugovor broj 60/07 ZO o vršenju usluga održavanja i čišćenja separatora od 20.01.2007. godine
- Ugovor broj 126/10 – ZO o preuzimanju i zbrinjavanju otpada na lokaciji ACI marine Split od 17.08.2010. g.
- Ugovor broj 76/11 - ZO o preuzimanju i zbrinjavanju otpada na lokaciji ACI marine Jezera od 02.05.2011. g.
- Ugovor broj 99/12 - ZO o preuzimanju i zbrinjavanju otpada na lokaciji ACI marine Šimuni od 11.07.2012. g.
- Ugovor broj 07/12 – ZO o preuzimanju i zbrinjavanju otpada na lokaciji ACI marine Vrboska od 24.01.2012. g.
- Ugovor broj 08/12 – ZO o preuzimanju i zbrinjavanju otpada na lokaciji ACI marine Milna od 24.01.2012. g.
- Ugovor broj 76/14 - ZO o preuzimanju i zbrinjavanju otpada na lokaciji ACI marine Vodice od 01.06.2014. g.
- Ugovor broj 75/14 – ZO o preuzimanju i zbrinjavanju otpada na lokaciji ACI marine Trogir od 01.06.2014. g.
- Ugovor broj 70/2016 ZO o vršenju usluga održavanja i čišćenja separatora na lokaciji ACI marine Veljko Barbieri od 20.05.2016. g.
- Ugovor broj 118/2016 - ZO o skupljanju i zbrinjavanju opasnog otpada na lokaciji ACI marina Žut i Piškera od 16.09.2016. g.

Članak 2.

Ovaj ugovor zaključuje se u cilju što bržeg i kvalitetnijeg **gospodarenja opasnim otpadom**, a u skladu sa odredbama Zakona o održivom gospodarenju otpadom (NN 94/13), Pravilnika o gospodarenju otpadom (NN 23/14; 51/14; 121/15;132/15), Državnim planom za zaštitu voda (NN 08/99) i Planom intervencija u zaštiti okoliša (NN 82/99), Zakona o zaštiti okoliša (NN 80/13; 153/13; 78/15), Uredbe o uvjetima za postupanje s opasnim otpadom (NN 32/98).

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Članak 3.

Izvršitelj usluga obvezuje se za Naručiitelja, na lokacijama slijedećih ACI marina: **ŠIMUNI, ŽUT, PIŠKERA, JEZERA, VODICE, SKRADIN, TROGIR, SPLIT, MILNA, VRBOSKA, DUBROVNIK i VELJKO BARBIERI u Slanom**, koje su navedene u Ponudi br. 147 od 10.04.2017. godine i Prilogu uz Ponudu koji su sastavni dio ovog Ugovora, vršiti radnje gospodarenja otpadom navedene u sljedećem stavku:

Za usluge iz članka 1. ovog ugovora, Naručiitelj će Izvršitelju platiti iznose kako slijedi:

- prikupljanje i zbrinjavanje otpadnog motornog ulja (130208*)	BEZ NAKNADE
- prikupljanje i zbrinjavanje zauljenih voda sa dna plovila (130403*)	0,60 kn/kg
- prikupljanje i zbrinjavanje zauljenih uljnih filtera (160107*)	4,50 kn/kg
- prikupljanje i zbrinjavanje zauljenih krpa (150202*)	4,50 kn/kg
- prikupljanje i zbrinjavanje zauljene ambalaže (150110*)	4,50 kn/kg
- prikupljanje i zbrinjavanje ambalaže od boja i lakova (150110*)	4,50 kn/kg
- prikupljanje i zbrinjavanje taloga iz taložnika na prostoru prališta plovila (130502*)	4,50 kn/kg
- prikupljanje i zbrinjavanje mulja od fiz.-kem obrade (190205*)	4,50 kn/kg
- prikupljanje i zbrinjavanje antifrizu (ključni broj 16 01 14*)	2,80 kn/kg

Izvršitelj će od Naručiitelja vršiti preuzimanje baterija i akumulatora po otkupnoj cijeni od 2,50 kuna/kg.

Za sve usluge koje su predmet ovog ugovora Izvršitelj će osigurati adekvatne kontejnere po modelu puno za prazno.

Članak 4.

Cijene navedene u ponudi br. 147 od 10.04.2017. i članku 3. Ugovora niže su od uobičajenih cijena iz CIAN-ovog troškovnika usluga.

Na navedene cijene obračunava se porez na dodanu vrijednost.

Dolazak u ACI marine Žut i Piškera (uz pretpostavku da se obadrije obidu u jednom danu) obračunat će se po paušalnoj cijeni od 6.500,00 kuna.

Zbrinute količine opasnog otpada obračunat će se prema stvarno izvršenom obračunu iskazanom u obostrano ovjerenom pratećem listu.

Članak 5.

Ovlašteni predstavnici od strane Naručiitelja:

- Ivan Mokos, direktor ACI marine ŠIMUNI, tel. 099 731 3915,
- Filip Kulušić, direktor ACI marina ŽUT i PIŠKERA, tel. 098 398 821,
- Alida Crvelin, direktorica ACI marine JEZERA, tel. 099 231 0515,
- Stanko Skočić, direktor ACI marine VODICE, tel. 098 227 823,
- Darko Vidić, direktor ACI marine SKRADIN, tel. 098/398824
- Darko Franičević, direktor ACI marine TROGIR, tel. 098 398 825,
- Edo Karuza, direktor ACI marine SPLIT, tel. 098 398 826,
- Zoran Krstinić, v.d. direktor ACI marine MILNA i direktor ACI marine VRBOSKA, tel. 098 398 828,
- Mato Franković, direktor ACI marine DUBROVNIK, tel. 099 730 2396,
- Danijela Crljen, direktorica ACI marine „VELJKO BARBIERI“ u Slanom, tel. 099 266 7487.

Ovlašteni predstavnik od strane Izvršitelja:

- Matko Bašić, tel. 021 540 190, 021 540 192, 091 1540 210

Članak 6.

Ugovorne strane utvrđuju da Izvršitelj ispunjava sve uvjete za obavljanje poslova koji su predmet ovog Ugovora, te da posjeduje Dozvolu Ministarstva zaštite okoliša i prirode za gospodarenje s opasnim otpadom.

Članak 7.

Izvršitelj će započeti sa pružanjem usluga koje su predmet Ugovora u roku od 7 dana od poziva, odnosno u terminu prethodno usuglašenom s predstavnicima Naručitelja.

Članak 8.

Prilikom preuzimanja navedenog otpada, Izvršitelj je Naručitelju dužan, u skladu sa Zakonom o otpadu, predati prateći list s podacima o vrsti, mjestu nastanka i količini otpada te izvješće o fizikalnim i kemijskim svojstvima otpada.

Članak 9.

Ugovorne strane suglasno utvrđuju da je Izvršitelj obavezan u roku koji mu odredi ovlašteni predstavnik Naručitelja otkloniti sve uočene nedostatke nastale njegovom krivnjom.

Ako do isteka tog roka Izvršitelj ne postupi po zahtjevu, ugovorne strane suglasno utvrđuju da Naručitelj može raskinuti ovaj Ugovor bez otkaznog roka i zahtijevati naknadu pretrpljene štete.

Izvršitelj je dužan u roku od 8 dana od dana obostranog potpisa Ugovora dostaviti Naručitelju jamstvo za dobro izvršenje ugovornih obaveza, u obliku bjanko zadužnice solemnizirane od Javnog bilježnika do iznosa od 10.000,00 kuna.

Naručitelj će zadržati zadužnicu iz prethodnog stavka ovog članka za cijelo vrijeme trajanja ugovora.

Članak 10.

Za izvršene usluge Naručitelj će Izvršitelju platiti sukladno cijenama navedenim u ponudi Izvršitelja koja je sastavni dio ovog Ugovora i stvarno preuzetim količinama opasnog otpada, a sve u skladu s ovjerenim pratećim listom.

Nakon izvršene usluge, Izvršitelj će ispostaviti račun uz koji će priložiti obostrano ovjereni prateći list, a koji dospijeva na naplatu u roku od 30 dana mjereći od dana primitka.

Plaćanje će se izvršiti na IBAN: HR 6923300031100085064 (SPLITSKA BANKA)

Članak 11.

Ugovorne strane suglasno utvrđuju da se sastavnim dijelovima ovog Ugovora smatraju:

- Ponuda Izvođača br.147 od 10.04.2017. godine,
- Izjava o upoznatosti sa lokalitetima izvođenja radova.

U slučaju da je neko pravo ili obaveza ugovornih strana različito regulirano u Ponudi Izvršitelja i Ugovoru, prednost u primjeni imaju odredbe Ugovora.

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Ovaj Ugovor zaključuje se na neodređeno vrijeme, a sve eventualne izmjene i dopune vršiti će se u pisanom obliku.

Ugovorne strane suglasno utvrđuju da ovaj Ugovor može raskinuti svaka od stranaka, bez navođenja razloga, sa otkaznim rokom od 30 (trideset) dana od primitka pisane obavijesti o raskidu dostavljene preporučenom poštanskom pošiljkom.

Članak 12.

Ugovorne strane su suglasne da za sve odnose koji nisu određene ovim Ugovorom vrijede odredbe relevantnih propisa Republike Hrvatske.

Za eventualne sporove koji bi nastali primjenom ovog Ugovora, nadležan je Trgovački sud u Rijeci.

Članak 13.

Ugovor je sačinjen u pet (5) istovjetnih primjeraka od kojih tri (3) zadržava Naručitelj, a dva (2) Izvršitelj.

Ugovorne strane bezuvjetno izjavljuju da ovaj Ugovor sadržava i predstavlja njihovu stvarnu volju te ga kao takvog vlastoručno potpisuju.

član Uprave:

Kristijan Pavić



direktor:

Petar Bojić, ing. sanit. zaš.

Cian d.o.o.
SANITARNA ZAŠTITA
ČOVJEKOVE OKOLINE
SPLIT

ADRIATIC CROATIA INTERNATIONAL CLUB d. d., Maršala Tita 151, 51410 Opatija, OIB 17195049659 (u daljnjem tekstu: Naručitelj), koje zastupa član Uprave Kristijan Pavić, s jedne strane

i

CIAN d.o.o., Varaždinska 51, 21000 Split, OIB 04201603871 (u daljnjem tekstu: Izvršitelj), koje zastupa direktor Petar Bojić, ing.sanit.zaš., s druge strane,

sklopili su u Opatiji, dana 28. veljače 2017. godine

UGOVOR O VRŠENJU USLUGA ČIŠĆENJA I ODRŽAVANJA VODNIH GRADEVINA U ACI MARINAMA

r.br. 45/2017

Članak 1.

Ugovorne strane suglasno utvrđuju da ovim Ugovorom o vršenju usluga čišćenja i održavanja vodnih građevina, taložnika i uređaja za pročišćavanja otpadnih voda s lokacija Naručitelja, stavljaju izvan snage slijedeće Ugovore:

- Ugovor broj 60/2007 ZO o vršenju usluga održavanja i čišćenja separatora na lokaciji ACI marina Dubrovnik od 20.01.2007. g.
- Ugovor broj 116/2010 ZO o vršenju usluga održavanja i čišćenja separatora na lokaciji ACI marina Split od 17.08.2010. g.
- Ugovor broj 70/2016 ZO o vršenju usluga održavanja i čišćenja separatora na lokaciji ACI marina „Veljko Barbieri“ u Slanom od 20.05.2016. g.

Članak 2.

Ovaj ugovor zaključuje se u cilju što bržeg i kvalitetnijeg gospodarenja opasnim i neopasnim otpadom i u sprječavanju nastanka ekoloških incidenata, a u skladu sa Državnim planom za zaštitu voda (NN 08/99), Planu intervencija u zaštiti okoliša (NN 82/99), Zakonom o održivom gospodarenju otpadu (NN 94/13) i Pravilnikom o gospodarenju otpadom (NN 23/14; 51/14; 121/15; 132/15)).

Članak 3.

Izvršitelj usluga obvezuje se za Naručitelja, na lokacijama slijedećih ACI marina: ŠIMUNI, ŽUT, PIŠKERA, JEZERA, VODICE, TROGIR, SPLIT, MILNA, VRBOSKA, DUBROVNIK i VELJKO BARBIERI u Slanom, koje su navedene u Ponudi br. 60 od 14.02.2017. godine i Prilogu uz Ponudu koji su sastavni dio ovog Ugovora, vršiti slijedeće radnje gospodarenja otpadom:

1. Isisavanje i zbrinjavanje zauljenih voda separatora/mastolova,
2. Čišćenje i zbrinjavanje zauljenog krutog taloga iz taložnika/separatora,
3. Kompletno čišćenje i odmašćivanje separatora/mastolova/taložnika,
4. Kompletno čišćenje i zbrinjavanje sadržaja uređaja za fiz-kemijsko pročišćavanje tehnoloških otpadnih voda,
5. Kompletno čišćenje i zbrinjavanje sadržaja uređaja za biološko pročišćavanje sanitarnih otpadnih voda,

Članak 4.

Cijene navedene u prilogu ponude br. 60. niže su od uobičajenih cijena iz CIAN-ovog troškovnika usluga. Iskazane cijene uključuju sve troškove i materijale potrebne za pružanje ugovorenih usluga.

Paušalne cijene za angažman djelatnika i opreme se dodatno umanjuju ukoliko se u jednom danu vrši usluga čišćenja i održavanja više od jedne istovrsne vodne građevine na istoj lokaciji, na način da se prvi uređaj naplaćuje po redovnoj cijeni, a za svaku sljedeću vodnu građevinu sa nižom paušalnom cijenom, ista se umanjuje za 50%. Umanjenje cijene se odnosi samo kada se otpad prihvaća sa i u isto vozilo.

Zbrinute količine opasnog i neopasnog otpada i taloga obračunat će se prema stvarno izvršenom obračunu iskazanom u obostrano ovjerenom pratećem listu.

Članak 5.

Ovlašteni predstavnici od strane Naručitelja:

- Ivan Mokos, direktor ACI marine ŠIMUNI, tel. 099 731 3915,
- Filip Kulušić, direktor ACI marina ŽUT i PIŠKERA, tel. 098 398 821,
- Alida Crvelin, direktorica ACI marine JEZERA, tel. 099 231 0515,
- Stanko Skočić, direktor ACI marine VODICE, tel. 098 227 823,
- Darko Franičević, direktor ACI marine TROGIR, tel. 098 398 825,
- Edo Karuza, direktor ACI marine SPLIT, tel. 098 398 826,
- Zoran Krstinić, v.d. direktor ACI marine MILNA i direktor ACI marine VRBOSKA, tel. 098 398 828,
- Mato Franković, direktor ACI marine DUBROVNIK, tel. 099 730 2396,
- Danijela Crljen, direktorica ACI marine „VELJKO BARBIERI“ u Slanom, tel. 099 266 7487.

Ovlašteni predstavnik od strane Izvršitelja:

- Matko Bašić, tel. 021 540 190, 021 540 192, 091 1540 210

Članak 6.

Ugovorne strane utvrđuju da Izvršitelj ispunjava sve uvjete za obavljanje poslova koji su predmet ovog Ugovora, te da posjeduje Dozvolu Ministarstva zaštite okoliša i energetike za gospodarenje s opasnim otpadom.

Članak 7.

Usluge navedene u Članku 3. Izvršitelj će izvoditi prema uputama proizvođača vodnih građevina koje se u pisanom obliku nalaze u predmetnoj marini. Izvršitelj će započeti sa pružanjem usluga koje su predmet Ugovora u roku od 7 dana od poziva, odnosno u terminu prethodno usuglašenom s predstavnicima Naručitelja.

Članak 8.

Prilikom preuzimanja navedenog otpada, Izvršitelj je Naručitelju dužan, u skladu sa Zakonom o otpadu, predati prateći list s podacima o vrsti, mjestu nastanka i količini otpada te izvješće o fizikalnim i kemijskim svojstvima otpada.

Članak 9.

Ugovorne strane suglasno utvrđuju da je Izvršitelj obavezan u roku koji mu odredi ovlašteni predstavnik Naručitelja otkloniti sve uočene nedostatke nastale njegovom krivnjom.

Ako do isteka tog roka Izvršitelj ne postupi po zahtjevu, ugovorne strane suglasno utvrđuju da Naručitelj može raskinuti ovaj Ugovor bez otkaznog roka i zahtijevati naknadu pretrpljene štete.

Članak 10.

Izvršitelj je dužan u roku od 8 dana od dana obostranog potpisa Ugovora dostaviti Naručitelju jamstvo za dobro izvršenje ugovornih obveza, u obliku bjanko zadužnice solemnizirane od Javnog bilježnika do iznosa od 10.000,00 kuna.

Naručitelj će zadržati zadužnicu iz prethodnog stavka ovog članka za cijelo vrijeme trajanja ugovora.

Članak 11.

Ako Naručitelj naknadno utvrdi da ima potrebu za nekom dodatnom uslugom Izvršitelja koja nije predmet ovog Ugovora, Izvršitelj je prethodno dužan dostaviti ponudu prema kojoj će u slučaju prihvatanja Naručitelj ispostaviti narudžbenicu.

Članak 12.

Za izvršene usluge Naručitelj će Izvršitelju platiti sukladno cjeniku koji je sastavni dio ovog Ugovora i stvarno preuzetim količinama opasnog otpada, a sve u skladu s ovjerenim pratećim listom.

Navedene cijene uvećavaju se za porez na dodanu vrijednost.

Nakon izvršene usluge, Izvršitelj će ispostaviti račun uz koji će priložiti obostrano ovjereni prateći list, a koji dopijeva na naplatu u roku od 30 dana mjereći od dana primitka.

Plaćanje će se izvršiti na IBAN: HR 6923300031100085064 (SPLITSKA BANKA)

Članak 13.

Ugovorne strane suglasno utvrđuju da se sastavnim dijelovima ovog Ugovora smatraju: Ponuda Izvođača br.60 od 14.02.2017. godine i prilog uz ponudu.

U slučaju da je neko pravo ili obveza ugovornih strana različito regulirano u Ponudi Izvršitelja i Ugovoru, prednost u primjeni imaju odredbe Ugovora.

Članak 14.

Ovaj Ugovor zaključuje se na neodređeno vrijeme, a sve eventualne izmjene i dopune vršiti će se u pisanom obliku.

Ugovorne strane suglasno utvrđuju da ovaj Ugovor može raskinuti svaka od stranaka, bez navođenja razloga, sa otkaznim rokom od 30 (trideset) dana od primitka pisane obavijesti o raskidu dostavljene preporučenom poštanskom pošiljkom.

Članak 15.

Ugovorne strane su suglasne da za sve odnose koji nisu uređeni ovim Ugovorom vrijede odredbe relevantnih propisa Republike Hrvatske.

Za eventualne sporove koji bi nastali primjenom ovog Ugovora, nadležan je Trgovački sud u Rijeci.

Članak 16.

Ugovor je sačinjen u pet (5) istovjetnih primjeraka od kojih tri (3) zadržava Naručitelj, a dva (2) Izvršitelj.

Ugovorne strane bezuvjetno izjavljuju da ovaj Ugovor sadržava i predstavlja njihovu stvarnu volju te ga kao takvog vlastoručno potpisuju.

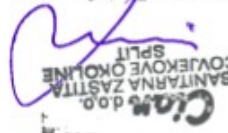
član Uprave:

Kristijan Pavić



direktor:

Petar Bojkć, ing. sanit. zaš.



OSNOVAN 1947.



ACI club Opatija
M. Tita 151
51410 Opatija
Ured strateške nabave
n/o Srećko Mačković

Split, 14.02.2017.

PREDMET: Ponuda br 60- Za održavanje i čišćenje uređaja za obradu otpadnih voda

Poštovani,

Shodno Vašem upitu, kao i prethodno dostavljanim ponudama dostavljamo novu revidiranu ponudu koja objedinjuje sve lokacije za koje smo do sad imali ugovore o održavanju i čišćenju, ili smo na istim vršili do sad neke od predmetnih usluga.

Detaljan pregled nuđenja za sve lokacije dostavljamo u privitku.

U cijenu nije uračunat PDV.

Napomena: sve nuđene cijene niže su od uobičajenih cijena iz Cian-ova troškovnika usluga kao i od cijena za iz trenutno važećih ugovora sklopljenih sa ACI Clubom Opatija.

Rok izvršenja: 7 dana od zaprimljene pisane narudžbe

Za sva pitanja i eventualne nejasnoće stojimo Vam na raspolaganju.

Sa poštovanjem,

Cian d.o.o.
Služba zaštite okoliša
Rukovoditelj

Cian d.o.o.
SANITARNA ZAŠTITA
ČOVJEKOVE OKOLINE
SPLIT

Matko Bašić, dipl.ing.kem.tehn.

**ANNEX 2 TO THE REGULATION ON THE CONDITIONS AND MANNER OF
MAINTAINING ORDER IN PORTS AND IN OTHER PARTS OF INTERNAL
SEA WATERS AND THE TERRITORIAL SEA OF THE REPUBLIC OF
CROATIA (OFFICIAL GAZETTE NO. 72/21)**

3. VRSTA and KOLIČINA PRIHVAĆENOG waste

(TYPE AND AMOUNT OF WASTE RECEIVED)

Prilog I. konvenciji MARPOL – Ulja <i>MARPOL Annex I – Oil</i>	Količina (m ³) <i>Quantity (m³)</i>	Prilog V. konvenciji MARPOL – Otpad <i>MARPOL Annex V – Garbage</i>	Količina (m ³) <i>Quantity (m³)</i>
Uljne kaljužne vode <i>Oily bilge water</i>		A. Plastični otpad <i>A. Plastics</i>	
Uljni ostaci (mulj) <i>Oily residues (sludge)</i>		B. Otpad od hrane <i>B. Food waste</i>	
Uljni ostaci od pranja spremnika <i>Oily tank washings</i>		C. Otpad iz kućanstva (npr. papirnati proizvodi, krpe, staklo, metal, boce, posude itd.) <i>C. Domestic waste (e.g. paper products, rags, glass, metal, bottles, crockery, etc.)</i>	
Prljave balastne vode <i>Dirty ballast water</i>		D. Ulje za kuhanje <i>D. Cooking oil</i>	
Naslage i mulj od čišćenja spremnika <i>Scale and sludge from tank cleaning</i>		E. Pepeo iz peći za spaljivanje <i>E. Incinerator ashes</i>	
Ostalo (navesti) <i>Other (please specify)</i>		F. Proizvodni otpad <i>F. Operational waste</i>	
Prilog II. konvenciji MARPOL – Štetne tekuće tvari (1) <i>MARPOL Annex II – NOXIOUS LIQUID SUBSTANCES (NLS)</i>	Količina (m ³)/Naziv (1) <i>Quantity (m³)/Name (1)</i>	G. Strvina (strvine) <i>G. Animal carcass(es)</i>	
Tvar kategorije X <i>Category X substance</i>		H. Ribolovni alat <i>H. Fishing gear</i>	
Tvar kategorije Y <i>Category Y substance</i>		I. Električni i elektronički otpad <i>I. E-waste</i>	
		J. Ostaci tereta (2) (koji su štetni za morski okoliš) <i>J. Cargo residues (2) (Harmful to the Marine Environment – HME)</i>	
		K. Ostaci tereta (3) (koji nisu štetni za morski okoliš) <i>K. Cargo residues (2) (non-HME)</i>	
		Prilog VI. konvenciji MARPOL – Otpad povezan s onečišćenjem zraka <i>MARPOL Annex VI – Air Pollution related</i>	Količina (m ³) <i>Quantity (m³)</i>

Tvar kategorije Z <i>Category Z substance</i>		Tvari koje oštećuju ozonski sloj (4) <i>Ozone-depleting substances and equipment containing such substances</i>	
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Druge tvari <i>OS – other substance</i>		Ostaci nastali pročišćavanjem ispušnih plinova <i>Exhaust gas-cleaning residues</i>	
Prilog IV. konvenciji MARPOL – Otpadne vode <i>MARPOL Annex IV – Sewage</i>	Količina (m ³) Quantity (m ³)	Drugi otpad koji nije obuhvaćen konvencijom MARPOL <i>Other waste, not covered by MARPOL</i>	Količina (m ³) Quantity (m ³)
		Pasivno ulovljen otpad <i>Passively fished waste</i>	

(¹) Navesti ispravan otpremni naziv štetne tekuće tvari.

(¹) Indicate the proper shipping name of the NLS involved.

(²) Navesti ispravan otpremni naziv suhog tereta.

(²) Indicate the proper shipping name of the dry cargo.

Mjesto i datum

Place and date

.....

Ime i prezime (*Name, Surname*)

Funkcija (*Title*)

