



GRADSKA
PLINARA
ZAGREB

OPSKRBA

**PROCUREMENT - PURCHASE OF NATURAL GAS
FOR 2017/18
FOR END USERS**

Record no. IZ - 01 /2017

Zagreb, February 2017

CONTENT

I. DEFINITIONS AND TERMS	3
II. INTRODUCTION	4
III. TENDER DOCUMENTATION	5
IV. BID FORMS	18
V. RECAPITULATION FORM	26
APPENDIX 1 DECLARATION OF INTEGRITY	27
APPENDIX 2 DECLARATION OF SUBMISSION OF THE	
CONTRACT PERFORMANCE GUARANTEE	28
VI. PROPOSAL OF THE PRELIMINARY CONTRACT ON THE SALE	
OF NATURAL GAS	29
VII. RULES ON THE PROCESS OF THE GAS	
PROCUREMENT PROCEDURES	45

I. DEFINITIONS AND TERMS

Supplier - natural or legal persons that perform gas supply activities

Gas year - a period that begins at 6:00 am on 1st October of the current year and lasts until 6:00 am on 1st October the following year

Gas Day - a period of 24 hours that begins at 6:00 am and lasts until 6:00 am the following day

Transport system operator - an energy company which carries out energy activities of gas transport and is responsible for operating, maintaining and developing the transport system in a given area and, where implementable, connecting it to other systems and ensuring the system's long-term ability to meet reasonable demands for gas transportation

Input metering station - part of the transport system where the transport system operator takes the gas from the transport system and on which gas purification is performed and gas amounts are measured including that of gas quality parameters

Accepting metering station - part of the transport system in which the transmission system delivers gas from the transport system and where measuring is carried out of gas amounts and where also gas purification can be performed

Accepting metering-reduction station - part of the transport system in which the gas transport system operator delivers gas from the transport system and where measuring is carried out of gas amounts, gas preheating and gas pressure lowering, and also gas purification can be performed

Nomination – a notice of the amounts of natural gas for the balance group for the next gas day by users of the system or the balance group members intend to submit to the gas system and / or downloaded from the gas system,

Prenomination - a notice of the amount of natural gas for the next gas day which a member of the balance group intends to submit into the gas system and/or take from the gas system,

MWh - the amount of energy, expressed in megawatt-hours

Lower calorific value or Hd - the quantity of heat produced by the complete combustion of one cubic metre of dry gas in which flue gases are reduced to a standard state, and the water vapour in them does not condense.

Interconnection - a point on the inter-country connecting gas line where a physical connection has been established between the transport systems of neighbouring countries.

Quarter - a period of three consecutive months starting from 1st October (first quarter), 1st January (second quarter), 1st April (third quarter), 1st July (fourth quarter).

Virtual trading point - the location of gas trading after its entry into the transportation system, and prior to its leaving the transport system, which includes the gas storage system.

II. INTRODUCTION

Gradska plinara Zagreb-Opskrba d.o.o. is a gas supply company (hereinafter: GPZ-O) within Zagrebački Holding d.o.o. which is 100% owned by the City of Zagreb, with the company share capital amounting to HRK 40 million, and employs 115 workers (as of 14th February 2017).

The company's core business is the supply of natural gas to final customers.

In order to ensure sufficient quantities of natural gas and safe, reliable and continuous delivery, GPZ-O plans to procure a certain amount of natural gas for final enterprise category end users for the next 2017/2018, i.e. for the delivery period from 1st April 2017 to 1st October 2018. The procurement procedure is issued for the procurement of natural gas, which is divided into four procurement groups.

Group 1 - natural gas for the household buyers categories amounting to **3,030,005.754** MWh, household option with flexibility at the quarterly level + 10%/-15%

Group 2 - volume of natural gas amounting to **474,071.031** MWh with flexibility at a monthly level $\pm 10\%$ -, flex 1 option

Group 3 - volume of natural gas amounting to **252,976.102** MWh with flexibility at a quarterly level of +10%/-15%, flex 2 option

Group 4 – volume of natural gas amounting to **339,500.005** MWh, flat option

TENDER DOCUMENTATION

1. CONTRACTING AUTHORITY

GRADSKA PLINARA ZAGREB - OPSKRBA d.o.o.

Radnička cesta 1,

10000 Zagreb

Croatia

VAT no (OIB): 74364571096

Tel: + 385 1 6437-777,

Fax: + 385 1 6429-456

Web: www.gpz-opskrba.hr

E-mail: nabava.plina.gpzo@gpz-opskrba.hr

2. MANNER OF CONDUCTING THE PROCUREMENT PROCEDURE

Pursuant to Article 36, Paragraph 1, Item 1 of the Public Procurement Act (Official Gazette 120/2016, the contracts for the purpose of further reselling are not subject to the provisions of the respective Act.

The procurement procedure shall be conducted in accordance with the provisions of the internal act - the Regulation on the Manner of Conducting the Tender - Procurement of Natural Gas, of 14th February 2017 (hereinafter: the Regulation)

3. DESCRIPTION OF THE SUBJECT OF PROCUREMENT

Subject of procurement - natural gas according to the conditions defined in the Bid Forms for Group 1, Group 2, Group 3 and Group 4, divided into 4 (four) separate groups on the subject of procurement.

4. QUALITY OF DELIVERED GAS

In accordance with the General Terms and Conditions for the Supply of Gas (Official Gazette 158/13):

5. MANNER OF SUBMITTING THE INITIAL BID

The Bidder shall submit an initial bid for one or more Groups of the subject of the tender referred to in Item 3 of this Tender Documentation.

Regardless of the Group number for which a bid is submitted, the bidder submits the bid bound as a whole and inserted into a single envelope.

The initial bid must be submitted in a sealed envelope in accordance with the Contracting Authority's instructions.

The submitted initial offer is deemed binding, should the Contracting Authority in the review and assessment process determine it meets all the requirements from the Tender Documentation.

Bids shall be submitted in writing, in a sealed envelope marked "DO NOT OPEN", with the name and address of the Contracting Authority, the name and address of the Bidder, the procurement record number (IZ-01/2017) and the designation of the subject of procurement to which the bid relates.

The bid shall be bound in an inseparable unit, and the pages of the bid numbered in such a way so the sequential numbers divided by the total number of pages of the bid are visible.

The bid must include:

- A list of all the integral components (content of the bid)
- The completed Bid Forms only for those Groups of the subject of the tender to which the bid relates
- The Recapitulation Form signed and certified by the Bidder (with information on the price entered for those Groups of the subject of the tender to which the bid relates)
- A single bid guarantee in accordance as requested in Item 8 of the tender documentation
- Evidence of capability as prescribed in Item 9 of the tender documentation
- Statement of integrity – Appendix 1 of the tender documentation
- A signed and notarized preliminary contract proposal, which forms an integral part of this tender documentation
- Declaration by the bidder of the submission of the contract performance guarantee
- Act of the consortium of Bidders (if applicable)

The contracting authority may invite the bidders to submit within two (2) working days of the receipt of initial bids to clarify or supplement the documents submitted in the initial bid. Completion of the initial bid cannot be related to the bid guarantee prescribed in Item 8 of this tender documentation, the bid sheets and the recapitulation.

6. LANGUAGE IN WHICH THE BID IS MADE

The bid, as well as all bidding documents must be in the Croatian language, whereas if some of the documents are in a foreign language, the Bidder is required to submit a translation of the document in the Croatian language where the translation was done by a certified translator.

7. THE TIME, POINTS, QUANTITY AND SCHEDULE OF DELIVERY OF NATURAL GAS

Group 1:

Commencement of delivery: 1st April 2017 at 6:00 am

Completion of delivery: 1st October 2018 at 6:00 am

Group 2, 3 and 4:

Commencement of delivery: 1st October 2017 at 6:00 am

Completion of delivery: 1st October 2018 at 6:00 am

For the quantity of natural gas from **Group 1** in the amount of **3,030,005.754** MWh, at the household option, with flexibility at the quarterly level of +10%/-15%, and according to data from the Bid Form (pages 18 and 19), the place of delivery are the exit points from the transport system within the Republic of Croatia at a continuous capacity.

Quantity and Schedule of natural gas for Group 1

2017/2018 Year	Quantity of Natural Gas (MWh)	Daily Quantity (MWh/day)
April	145,276.287	10,768.396
May	99,556.686	6,835.898
June	50,487.119	1,851.945
July	43,360.089	1,549.305
August	38,868.146	1,415.692

September	57,328.980	3,372.293
October	191,876.688	8,485.689
November	302,982.111	15,550.305
December	475,312.012	20,399.414
January	492,020.255	21,565.100
February	377,205.869	15,495.276
March	320,854.205	13,788.525
April	145,276.287	10,768.396
May	99,556.686	6,835.898
June	50,487.119	1,851.945
July	43,360.089	1,549.305
August	38,868.146	1,415.692
September	57,328.980	3,372.293
Total	3,030,005.754	

For quantities of natural gas from **Group 2** in the amount of **474,071.031 MWh**, at flex 1 option, with flexible delivery at a monthly level at $\pm 10\%$, and in accordance with the data from the Bid Form (pages 20, and 21), the place of delivery are the exit points from the transport system within the Republic of Croatia at a continuous capacity.

Quantity and Schedule of natural gas for Group 2

2017/2018 Gas Year	Quantity of Natural Gas (MWh)	Daily Quantity (MWh/day)	Transport cost HRK
October	31,396.359	1,830.049	982,119.14
November	45,879.997	2,535.292	982,119.14
December	67,768.311	3,072.035	982,119.14
January	102,067.169	4,846.927	982,119.14
February	71,371.049	3,127.403	982,119.14
March	60,981.268	3,196.660	982,119.14
April	52,268.461	2,881.143	982,119.14
May	11,536.372	616.360	982,119.14
June	9,425.957	334.213	982,119.14
July	8,369.449	277.849	982,119.14
August	2,684.515	92.234	982,119.14
September	10,322.123	456.827	982,119.14
Total	474.071,031		11,785,429.68

For quantities of natural gas from **Group 3** in the amount of **252,976.102 MWh**, at flex 2 option with flexible delivery at a quarterly level at $+10\% / -15\%$, and in accordance with the data from the Bid Form (pages 22 and 23), the place of delivery are the exit points from the transport system within the Republic of Croatia at a continuous capacity.

Quantity and Schedule of natural gas for Group 3

2017/2018 Gas Year	Quantity of Natural Gas (MWh)	Daily Quantity (MWh/day)	Transport cost HRK
October	20,930.906	1,220.033	1,222,474.18

November	30,586.665	1,690.195	1,222,474.18
December	45,178.874	2,048.023	1,222,474.18
January	68,044.779	3,231.284	1,222,474.18
February	47,580.699	2,084.936	1,222,474.18
March	40,654.179	2,131.106	1,222,474.18
April	/	/	
May	/	/	
June	/	/	
July	/	/	
August	/	/	
September	/	/	
Total	252,976.102		7,334,845.08

For quantities of natural gas from **Group 4** in the amount of **339,500.005 MWh**, and in accordance with the data from the Bid Form (pages 24 and 25), the place of delivery are the exit points from the transport system within the Republic of Croatia at a continuous capacity.

Quantity and Schedule of natural gas for Group 4

2017/2018 Gas Year	Quantity of Natural Gas (MWh)	Daily Quantity (MWh/day)	Transport cost HRK
October	28,834.247	930,137	264,678.23
November	27,904.110	930,137	264,678.23
December	28,834.247	930,137	264,678.23
January	28,834.247	930,137	264,678.23
February	26,043.836	930,137	264,678.23
March	28,834.247	930,137	264,678.23
April	27,904.110	930,137	264,678.23
May	28,834.247	930,137	264,678.23
June	27,904.110	930,137	264,678.23
July	28,834.247	930,137	264,678.23
August	28,834.247	930,137	264,678.23
September	27,904.110	930,137	264,678.23
Total	339.500,005		3.176.138,76

It is the Contracting Authorities obligation for the duration of the Contract to accept the entire stated quantity of **339,500.005 MWh**.

If for some reason, it occurs that the Contracting Authority accepts a smaller quantity than previously stated, such action will be deemed a breach of the fundamental contractual obligations. For the difference in the quantities between the contracted quantities and the accepted quantities, the bidder will in addition to the delivered quantities of gas, charge the Contracting Authority who shall in return pay a "Fee for Less Accepted Quantities" amounting to 15% of the contracted gas price.

8. GUARANTEES

The bidder is obliged to include in the bid to attach the following:

- A single bid guarantee, regardless of the amount the bidder submits the bid for the Group of the subject of the tender**, and solely in the form of a bank guarantee that must be irrevocable,

unconditional, and available at first written call to the amount of **HRK 15,000,000.00**.

The payment of the deposit in the sought amount, i.e. the depositing of any other financial instrument for the purpose of the sought guarantee is not permitted.

The validity period of the bid guarantee **shall be valid at least until the 20th March 2017**, which represents the final deadline by which the selected Bidder is obliged to submit a guarantee for the proper fulfilment (performance guarantee) of the Contract in accordance with Item 20 of this tender documentation.

The bid guarantee (bank guarantee) must be submitted in its original form, placed in a PVC UR folder.

The bid guarantee must not be damaged in any way (punched, stapled, etc.).

This allows, after the signing the Contract with the selected Bidder, the subsequent return of the guarantee to all Bidders whose initial bids for all Groups of the subject of the tender were assessed as invalid. The Contracting Authority will return the bid guarantees to the bidders who have entered the final round of the tender, after the conclusion of the tender procedure, i.e. after the signing of the Contract with the selected bidder.

The Contracting Authority will, based on the results of the review and evaluation of bids, reject bids from the Bidders that have not submitted a bid guarantee, or if the submitted guarantee is not valid.

The following should be noted on the **bank guarantee**:

- That it is "irrevocable", "unconditional " and "payable on first written demand"
- That the bank will pay the Contracting Authority one or more of the requested amounts up to the total guarantee amount, upon the submission of the first written demand of the Contracting Authority
- The Contracting Authority will activate the bid guarantee if the Bidder:
 - Withdraws his bid within its validity period
 - Refuses to sign the contract within the binding deadline
 - Does not provide a contract performance guarantee, within five (5) working days from the date of concluding the Contract

If the selected bidder fails to provide the guarantee, within five (5) working days from the date of concluding the Contract, and prior to the expiration of the bid guarantee, the Contracting Authority has the right to terminate the Contract and collect payment from the bid guarantee, and seek compensation for all damages suffered.

2. A signed and certified declaration by Bidder that within a period of 5 (five) working days of concluding the Contract, he shall submit a contract performance guarantee in the form of a bank guarantee, which must be "irrevocable", "unconditional" and "at first written call", with the ability to be successively charged upon request by the Contracting Authority to the amount of 10% of the total value of the price of the final binding bid for the Group of the subject of the tender (as shown on the respective bid form and in the appropriate place on the recapitulation form) including value added tax, calculated according to the middle average exchange rate of the Croatian National Bank applicable on the date the guarantee is issued, with the validity period commencing on the first day of supplying gas up to and including 31st October 2018.

The calculated value of the bank guarantee for Group 2, 3 and 4 of the subject of the tender, **need not be included** in the cost of transport within the Republic of Croatia.

The monetary amount in the bank guarantee is to be stated in the currency of Croatia kuna.

The signature on the declaration need not be certified by a notary public.

9. PROOF OF THE BIDDER'S CAPACITY

The bidder in the procurement procedure must prove his legal and financial capacity.

1. Legal capacity

The bidder must provide proof of entry in a court, business, professional or other appropriate register of the host state of the economic entity. Entry in the register is proven using the appropriate copy or equivalent document that is issued in the country where the bidder has his headquarters. Proof of legal capacity which the bidder is obliged to submit in the initial bid may not be older than three (3) months from the date of the commencement of the procurement process (date of publication of the invitation to submit a bid on the website of the Contracting Authority).

2. Financial capacity

The bidder is required in the initial bid to supply a certificate from the Tax Administration on the balance of debt, which must not be older than 30 days from the commencement of the procurement procedure (date of publication of the invitation to submit bids on the website of the Contracting Authority) or an equivalent valid document from the competent authority of the host state of the economic entity. It must be clear from the submitted evidence of financial capacity that the bidder has fulfilled the obligation of paying outstanding tax obligations.

If the bidder submits a bid for a number of Groups of the subject of the tender, the proof of capacity is submitted only in 1 (one) specimen.

10. PROVISIONS RELATING TO THE CONSORTIUM OF BIDDERS

The initial bid may be submitted by an economic operator - a participant in the procedure or consortium of bidders where one member is authorised as a bid holder of a consortium of bidders.

The act on the consortium of bidders contains: the name and registered address of all economic entities in the consortium bid, the name and registered address of the bid holder and authorisation to represent the consortium of bidders, a reference to the Group(s) of the subject of the tender for which the consortium of bidders submits a bid and defining which part of the Contract is executed by a particular member of the consortium of bidders.

The consortium of bidders must be able to deliver gas for each Group of the subject of the tender at the exit points of the transport system within the Republic of Croatia as specified in Item 7 of the tender documentation.

The responsibility of the Consortium of bidders is in solidarity.

The Contracting Authority pays directly each member of a consortium for that part of the Contract which the member performed unless the Consortium of bidders agrees otherwise.

All evidence of capacities as prescribed in Item 9 of the tender documentation and the declaration of

integrity referred to in Item 11 of this tender documentation shall be submitted in the initial bid for each member of a consortium of bidders **in only 1 (one) specimen, regardless of the number of Groups for which the consortium of bidders submits a bid.**

11. CLAUSE OF INTEGRITY

The Bidder is expected in this procurement procedure to act as follows:

- a) Fairness in the procurement process;
- b) The absence of any prohibited practices in connection with tendering procedures (actions such as corruption or fraud, offering, giving or promising some undue advantage which may affect the actions of an employee)
- c) That the bidder consents to an audit of the entire procurement process by independent experts and the acceptance of responsibility and sanctions (liquidated damages, unconditional termination of the contract) if it is established that during procurement rules governing this tender were violated.

The Bidder warrants the above by his signature on the Declaration of Integrity which is given in the attachment to this tender documentation.

12. OTHER PROVISIONS

The Bidder shall bear all costs associated with preparation and submission of tenders, whereas the Contracting Authority is in no way responsible for such costs regardless of the outcome of this tender.

If the Bidder does not accept all the conditions of the tender documentation, his bid will be rejected.

Within the deadline for submission of bids, and no later than within 48 (forty-eight) hours before the deadline for submission of bids (by 20th February 2017 at 2:00 pm), the economic operators may request in writing for additional clarification and information. Once the bid is delivered to the Contracting Authority it is understood that the bidder has understood and accepted the terms of the tender documentation and incorporated them into his bid. The Contracting Authority will publish answers to timely received queries no later than 24 (twenty-four) hours before the deadline for submission of initial bid (by 21st February 2017 at 2:00 pm).

All further clarification of the Tender Documentation can be requested only in writing, via the e-mail address nabava.plina.gpzo@gpz-opskrba.hr

Clarification of the Tender Documentation will be published by the Contracting Authority on its website <http://www.gpz-opskrba.hr/> without providing details of the economic operator that requested clarification.

Confidential information obtained by the Contracting Authority shall not be used for any purpose other than for the purposes of bidding and shall not be disclosed to any other entity without the written consent of the Contracting Authority.

The Contracting Authority may, if the need arises after the announcement of the Tender Documentation, and no later than 24 (twenty-four) hours before the deadline for submission of initial bids, modify its terms and conditions **(by 21st February 2017 at 2:00 pm).**

All changes will be published by the Contracting Authority in the same way as the original published Tender Documentation. **The Contracting Authority has no obligation relating to the amendments to the Tender Documentation to specifically inform any economic operator, but the obligation and responsibility of monitoring the publication of any amendments to the Tender Documentation lies with the economic operators.**

According to the Ordinance, the Contracting Authority may cancel the entire tender procedure or the tender procedure for a particular Group of the subject of the tender before and after the deadline for submission of initial bids, i.e. it has no obligation to accept a bid or enter into a contract for the sale of natural gas by any Bidder.

In regard to the cancellation of the procurement procedure (the entire or particular Group of the subject of the tender), the Contracting Authority will make a decision which, within three (3) days, will be submitted to all economic entities that have submitted an initial bid in a verifiable manner (delivery, return receipt, report successful fax transmission, electronic documents, etc.), in other words, announce its Decision on the cancellation on its website if the cancellation occurs prior to the deadline for submission of the initial bids.

Bidders have no right to demand any compensation if the Contracting Authority cancels the procurement procedure.

13. PERMISSIBILITY OF SUBMITTING A BID IN ELECTRONIC FORM

Submitting a tender electronically is not permitted.

14. VALIDITY PERIOD OF THE BID

The validity period of a bid is up to and including **20th March 2017**.

15. DATE, TIME AND PLACE OF SUBMISSION AND OPENING OF INITIAL BIDS

Bids must be received in the Contracting Authority's Registry Office no later than **22nd February 2017 at 2:00 pm (CET)**.

Place of delivery:

GRADSKA PLINARA ZAGREB - OPSKRBA d.o.o.,
Radnička cesta 1, 10 000 Zagreb,
Republic of Croatia

The opening of bids is on **22nd February 2017 at 2:00 pm (CET)**.

The Contracting Authority shall not conduct a public opening of the bids.

Bids submitted after the deadline for submission of bids will not be taken into consideration, and it will be deemed as late bids and will be returned to the bidder in an unopened envelope.

16. ACTIVITIES AFTER THE OPENING OF INITIAL BIDS

After the review and evaluation of bids has determined which of the Bidders that submitted the initial bid have meet all the requirements and conditions of the tender documentation, the Contracting Authority shall proceed in accordance with the prescribed **Rules for the Progression of the Procedure for the Procurement – Purchase of Natural Gas**, which comprises an integral part of

the tender documentation.

The Contracting Authority reserves the discretionary right to reject all bids or cancel the procedure for a particular Group of the subject of the tender or the entire subject of the tender. In case of cancellation of the procedure, the Contracting Authority will make a decision on cancellation for a particular Group of the subject of the tender or for the entire subject of the tender, that will in a demonstrably manner (delivery note, return receipt, report on successful fax transmission, electronic documents and the like) be delivered to all Bidders.

17. SELECTION CRITERIA FOR THE MOST FAVOURABLE BIDS

The criteria in selecting the most favourable bid for each particular and separate Group of the subject of the tender is the lowest total value of each particular Group, and expressed on the bid form for each Group and in the appropriate place on the recapitulation form.

18. DEADLINE FOR MAKING AND SUBMITTING THE DECISION ON THE SELECTION

The Contracting Authority shall no later than three (3) days after the end of the negotiating process, for each Group of the subject of the tender make a decision on the selection of the most favourable bid, which will demonstrably (delivery note, return receipt, report on successful fax transmission, electronic documents and the like) be submitted to all Bidders who participated in the procedure for the procurement – the purchase of natural gas in a Group to which the respective Decision on Selection relates.

19. CONCLUDING THE PRELIMINARY CONTRACT

Part of tender documentation is the proposed Preliminary Contract for the Sale of Natural Gas which the Bidder accepts in full along with appendices for that Group(s) for which a bid is submitted (Appendices 1, 2, 3 and 4), and which is to be defined on the basis of the completed Bid Forms for Group 1, Group 2, Group 3 and Group 4 by the selected Bidder.

Appendix 1, Appendix 2, Appendix 3 and Appendix 4 are an integral part of the Preliminary Contract for the Sale of Natural Gas and contain the following elements:

- Time of delivery;
- Points of delivery are the exit points from the transport system within the Republic of Croatia. The exit points from the transport system within the Republic of Croatia will be defined in the request for reserving capacity in the transport system on an annual basis;
- Delivery quantities and schedules;
- Flexibility and the obligation to take the contracted quantities;
- Unit price of gas;
- Reading, determining, calculating and payment of delivered gas quantities;
- Transportation costs.

For each separate Group of the subject of the tender, the Contracting Authority will prior to concluding the Contract for the Sale of Natural Gas, and in accordance with the accepted bid and based on current statutory regulations of the Republic of Croatia, conclude the preliminary contract no later than 3 (three) working days upon delivery of the decision on the selection.

After concluding the preliminary contract, the Contracting Authority will conclude separately within 15 (fifteen) days the Contract for the Sale of Natural Gas with the selected bidder of each Group of the subject of the tender.

If changes in laws affect in essence the conditions and process in implementing the tender, the Contracting Authority retains the right to cancel the entire subject of the tender or a particular Group of the subject of the tender.

In the event that the selected bidder for each particular group of the subject of the tender, refuses to conclude with the Contracting Authority the Contract for the Sales of Natural Gas within the deadline prescribed in this item of the tender documentation, the Contracting Authority shall activate the bid guarantee and offer the next most favourable Bidder from the particular Group of the subject of the tender to conclude the Contract, or cancel the procurement procedure for the particular Group of the subject of the tender in accordance with the provisions of the Regulation.

The Contract for the Sale of Natural Gas will be concluded in the Croatian language, the governing law applicable to the contract is Croatian law and the court of competent jurisdiction is the Commercial Court in Zagreb.

20. PERFORMANCE GUARANTEE

The selected Bidder for each particular Group of the subject of the tender, shall, within five (5) working days from the date of concluding the Contract, submit a contract performance guarantee **solely** in the form of bank guarantee, which must be "irrevocable", "unconditional" and "at first written demand" with the ability to make successive payments upon request by the Contracting Authority to a total amount of **10% of the total value of the price of the final binding bid for the Group of the subject of the tender** (as expressed on the respective Bid Forms and on the foreseen position on the Recapitulation Form) including value added tax, calculated according to the middle exchange rate of the Croatian National Bank and applicable on the date the guarantee is issued, with a valid period from the first day of commencing delivery of gas until 31st October 2018.

The monetary amount of the bank guarantee is to be in Croatian kuna.

The calculated amount of the bank guarantee for Groups 2, 3 and 4 of the subject of the tender, **is not to include** the cost of transport within the Republic of Croatia.

The conditions of activating the guarantee are defined in proposed Contract for the Sale of Natural Gas.

The validity period of a bank guarantee is up to and including 31st October 2018.

In case of failure to deliver a bank guarantee for the proper performance of the Contract, the Contracting Authority has the right to terminate the Contract and liquidate the bid guarantee, as well as demand compensation for all damages incurred because of such actions. In the case of termination for failing to submit the guarantee, the Contracting Authority has the right to make the decision to accept offers from the next most favourable bidder for the respective Group in the tender.

The Contracting Authority shall submit to the Bidder, as surety for payment, for each Group of the subject of the tender, ordinary promissory notes within five (5) working days from the date of signing the Contract, which shall be as follows:

For Group 1, a promissory note to the amount of 10% bid price for Group 1 (expressed in Item 18 of the Bid Form for Group 1, and in line r no. 1 of the Recapitulation Form) including the appropriate value added tax.

For Group 2, a promissory note to the amount of 10% bid price for Group 2 (expressed in Item 18 of

the Bid Form for Group 2, and in line r no. 2 of the Recapitulation Form) including the appropriate value added tax.

For Group 3, a promissory note to the amount of 10% bid price for Group 3 (expressed in Item 18 of the Bid Form for Group 3, and in line r no. 3 of the Recapitulation Form) including the appropriate value added tax.

For Group 4, a promissory note to the amount of 10% bid price for Group 4 (expressed in Item 18 of the Bid Form for Group 4, and in line r no. 4 of the Recapitulation Form) including the appropriate value added tax.

The Contracting Authority will submit **solely the prescribed surety for the payments.**

The Contracting Authority will return the bidders the bid guarantee, in accordance and as prescribed in Item 8.1 of this tender documentation.

21. PRICE OF THE SUBJECT OF THE TENDER

The Bidder shall provide a fixed unit price for natural gas throughout the entire delivery period, expressed in €/MWh for each group separately as follows:

- **For Group 1 (household option)** – fixed unit price for natural gas including all costs of fees for organisation the gas market, costs in accordance with the provisions of grid code for the transport system, calculated costs based on charges as stipulated in the provisions of the rules that regulated the organisation of the gas market, costs of storage and use of other services in accordance with the provisions of the rules for using gas storage systems, place of delivery: the exist points from the transport system within the Republic of Croatia.
- **For Group 2 (flex 1 option)** – fixed unit price for natural gas, place of delivery: the exit points from the transport system within the Republic of Croatia.
- **For Group 3 – (flex 2 option)** – fixed unit price for natural gas, place of delivery: the exit points from the transport system within the Republic of Croatia
- **For Group 4 – (flat option)** - fixed unit price for natural gas, place of delivery: the exit points from the transport system within the Republic of Croatia

The unit price in the bid shall be written in numbers and in words and expressed to 2 (two) decimal places.

The unit price of gas includes the costs of energy balancing and costs of deviations from the nominations.

The unit and total price do not include value added tax.

22. NOMINATION

The bidder will in contractual terms for the sale of natural gas define the procedure for nomination/ pre-nomination in accordance with the current legislation of the Republic of Croatia.

23. READING, DETERMINING, BILLING AND PAYING FOR DELIVERED QUANTITIES

23.1 Reading, determining, delivery of quantities of gas

Determining the delivered quantities of natural gas, expressed in kWh, at the exit points from the transport system within the Republic of Croatia shall be based on the Grid Code for the Transport System (Plinacro 12/14) and the Grid Code for the Distribution System (Official Gazette 155/14).

23.2 Billing period

The billing periods are:

- Group 1: the last day of the calendar month of delivery
- Group 2: from the 1st day to the 15th day and from the 16th to the last day of the calendar month of delivery
- Group 3: from the 1st day to the 15th day and from the 16th to the last day of the calendar month of delivery
- Group 4: the last day in the calendar month of delivery

23.3 Payments for delivered quantities of gas (issuing invoices and payment deadlines)

The issuing of invoices for gas supplied to **Group 1** in billing period is on the 12th day of the month following the month of delivery with the payment deadline being the last working day of the month.

The issuing of invoices for gas supplied to **Group 2** in the billing period from the 1st to the 15th day in the calendar month of delivery is the 20th day of the month with the payment deadline being the last working day of the month and is based on the allocated quantity of gas. For the period from the 16th to the last day of the calendar month of delivery, invoicing is the 12th day of the month following the month of delivery with the payment deadline on the 20th day of the month.

The issuing of invoices for gas supplied to **Group 3** in the billing period from the 1st to the 15th day in the calendar month of delivery is the 20th day of the month with the payment deadline being the last working day of the month and is based on the allocated quantity of gas. For the period from the 16th to the last day of the calendar month of delivery, invoicing is the 12th day of the month following the month of delivery with the payment deadline on the 20th day of the month.

The issuing of invoices for gas supplied to **Group 4** in billing period is on the 12th day of the month following the month of delivery with the payment deadline being the last working day of the month.

For the purpose of calculating the unit price of gas for the billing period, the middle exchange rate of the Croatian National Bank on the date of invoicing by the Bidder/Seller is used.

24. RESERVATION OF TRANSPORT CAPACITIES AND TRANSPORT COSTS

The Bidder as the balance group leader is obliged to negotiate or submit a request for reservation of the transport system on an annual basis for the total quantities of gas for all exit points from the transport system within the Republic of Croatia in the name and for the account of the Contracting Authority.

The Contracting Authority shall upon signing the Contract for the Sale of Natural Gas (as the Buyer), and not later than 29th June 2017, submit to the Bidder (as the Seller) a completed reservation request for each of the exit points from the transport system at an annual level on the transport system capacity reservation form.

The cost of transport for capacities at the entry to the transport system of the Republic of Croatia for the total amount of gas on an annual basis shall be borne by the Contracting Authority in accordance with Paragraph 17 of Bid Forms for Group 2, Group 3 and Group 4, and will be charged separately once a month by the 10th day of the month following the month of delivery with the due date being the 20th day of the month, whereas for Group 1 all transport costs are to be included in the unit price of the bid.

25. COSTS OF BALANCING ENERGY AND COSTS OF DEVIATIONS FROM NOMINATIONS

The Bidder will not additionally charge the Contracting Authority for additional costs of balancing energy and cost of deviations from nominations. Such costs will be an integral part of the unit price of natural gas and will not be stated separately.

26. COMMUNICATING WITH THE CONTRACTING AUTHORITY

All additional questions during the procedure can be directed by the Bidder to the official e-mail: nabava.plina.gpzo@gpz-opskrba.hr, and the contact person is Aleksandar Ristovski.

Zagreb, 15th February 2017

Company Director

Igor Pirija, BEc.

III. BID FORMS

Group 1

INFORMATION ON THE BIDDER			
1. Name of company:			
2. Registered company address:			
3. VAT no. (OIB):			
4. Authorised person:			
5. Bank account number:			
6. Contact person:			
7. Contacts (e-mail):			
INFORMATION ON THE CONTRACTING AUTHORITY			
8. Name of company:	GRADSKA PLINARA ZAGREB - OPSKRBA d.o.o.		
9. Registered company address:	Radnička c. 1., Zagreb, Republic of Croatia		
10. VAT no. (OIB):	74364571096		
11. Authorised person:	Igor Pirija, BEc		
12. Contact person:	Aleksandar Ristovski		
13. Contacts:	nabava.plina.gpzo@gpz-opskrba.hr		
14. Subject of the Tender	Natural gas for Group 1		
15. Time of delivery:	From 1 st April 2017 6:00 am to 1 st October 2018 6:00 am		
16. Point of delivery, quantity and flexibility:	Group 1 exit points from the transport system within the Republic of Croatia at a continual capacity, 3,030,005.754 MWh , household option, with flexibility at a quarterly level + 10%/-15%		
17. Quantity and delivery schedules:	2017/2018 Gas Year	Quantity of Natural Gas (MWh)	Daily Quantity (MWh/day)
	April	145,276.287	10,768.396
	May	99,556.686	6,835.898
	June	50,487.119	1,851.945
	July	43,360.089	1,549.305
	August	38,868.146	1,415.692
	September	57,328.980	3,372.293
	October	191,876.688	8,485.689
	November	302,982.111	15,550.305
	December	475,312.012	20,399.414
	January	492,020.255	21,565.100
	February	377,205.869	15,495.276
	March	320,854.205	13,788.525
	April	145,276.287	10,768.396
	May	99,556.686	6,835.898
	June	50,487.119	1,851.945
	July	43,360.089	1,549.305
	August	38,868.146	1,415.692
	September	57,328.980	3,372.293
	Total	3,030,005.754	

<p>18. Fixed price from the Bidder for natural gas at the exit points from the transport system at continuous capacity within the Republic of Croatia for the household option with flexibility at the quarterly level +10%/-15%:</p>	<p>The unit price of natural gas for the entire delivery period is :</p> <p>_____ €/MWh</p> <p>Total price of bid :€ _____</p> <hr/> <p style="text-align: center;">in words</p>
<p>19. Reading, determining, billing and paying for the delivered quantities</p>	<p>Determining delivered quantities of natural gas as expressed in kWh at the exit points from the transport system within the Republic of Croatia is done based on the Network Rules for the Transport System (Plinacro 12/14) and the Network Rules for the Distribution System (Official Gazette 155/14).</p> <p>Invoicing the supplied gas for the billing period is the 12th day of the month following the month of delivery with the payment deadline on the last working day of the month.</p> <p>To calculate the unit price of gas for the billing period the middle rate of the Croatian National Bank on the date of invoicing by the Bidder/Seller will be used.</p>
<p>20. Reservation and cost of transport</p>	<p>All costs of fees for organising the gas market, costs in accordance with the provisions of the grid code for the transport system, the charging of costs based on charges as stipulated in the provisions of the rules that regulate the organisation of the gas market, costs of storage and usage of other services in accordance with the provisions of the rules for using the gas storage system are calculated in the unit price of gas. Place of delivery: the exit points from the transport system within the Republic of Croatia</p>
<p>21. Conditions and prices for less accepted quantities of gas than the flexibility conditions</p>	<p>In the event that the Contracting Authority accepts quantities less than the minimal contracted quantities as stated in Item 17 (85% of the contracted monthly quantities), such action will be deemed a breach of the fundamental contractual obligations. For the difference in the quantity between the contracted minimal quantities (MinUK) and the accepted quantities, the Bidder will in addition to the quantities of gas delivered to the Contracting Authority, charge the Contracting Authority who in turn shall pay the "Fee for Less Accepted Quantities" amount to 15% of the contracted gas price.</p>

Group 2

INFORMATION ON THE BIDDER				
1. Name of company:				
2. Registered company address:				
3. VAT no. (OIB):				
4. Authorised person:				
5. Bank account number:				
6. Contact person:				
7. Contacts (e-mail):				
INFORMATION ON THE CONTRACTING AUTHORITY				
8. Name of company:	GRADSKA PLINARA ZAGREB - OPSKRBA d.o.o.			
9. Registered company address:	Radnička c. 1., Zagreb, Republic of Croatia			
10. VAT no. (OIB):	74364571096			
11. Authorised person:	Igor Piriija, BÉc			
12. Contact person:	Aleksandar Ristovski			
13. Contacts:	nabava.plina.gpzo@gpz-opskrba.hr			
14. Subject of the Tender	Natural gas Group 2			
15. Time of delivery:	From 1 October 2017 6:00 am to 1 October 2018 6:00 am			
16. Point of delivery, quantity and flexibility:	Group 2 exit points from the transport system within the Republic of Croatia at a continual capacity, 474,071.031 MWh, flex 1 option with flexibility on the monthly basis $\pm 10\%$			
17. Quantity and delivery schedules:	2017/2018 Gas Year	Quantity of Natural Gas (MWh)	Daily Quantity (MWh/day)	Cost of transport (HRK/month)
	October	31,396.359	1,830.049	982,119.14
	November	45,879.997	2,535.292	982,119.14
	December	67,768.311	3,072.035	982,119.14
	January	102,067.169	4,846.927	982,119.14
	February	71,371.049	3,127.403	982,119.14
	March	60,981.268	3,196.660	982,119.14
	April	52,268.461	2,881.143	982,119.14
	May	11,536.372	616.360	982,119.14
	June	9,425.957	334.213	982,119.14
	July	8,369.449	277.849	982,119.14
	August	2,684.515	92.234	982,119.14
	September	10,322.123	456.827	982,119.14
	Total	474,071.031		11,785,429.68
18. Fixed price from the Bidder for natural	The unit price of natural gas for the entire delivery period is:			

<p>gas at the exit points from transport system at continuous capacity within the Republic of Croatia for flex 1 option with flexibility on a monthly basis at ±10%</p>	<p>_____ €/MWh</p> <p>Total price of bid :€ _____</p> <hr/> <p style="text-align: center;">in words</p>
<p>19. Reading, determining, billing and paying for the delivered quantities</p>	<p>Reading and determining delivered quantities of natural gas as expressed in kWh at the entry points to the transport system within the Republic of Croatia (production gas pipeline network) or at the exit points from the transport system is performed on the basis of the Network Rules for the Transport System (Plinacro 12/2013) and the Network Rules for the Distribution System (Official Gazette 158/13).</p> <p>The billing periods are: from the 1st to 15th day and from 16th to the last day in the calendar month of delivery.</p> <p>The issuing of the invoice for delivered gas for the billing period from 1st to the 15th day of the calendar month of delivery is the 20th day in the month with a payment deadline up to the last working day of the month and based on allocated quantities of gas. For the period from the 16th day to the last day in the calendar day of delivery, the issuing of the invoice is the 12th day in the month that follows after the month of delivery with the payment deadline the 20th day in the month.</p> <p>To calculate the unit price of gas for the billing period the middle rate of the Croatian National Bank on the date of invoicing by the Bidder/Seller will be used.</p>
<p>20. Reservation and cost of transport</p>	<p>The Bidder as the balance group leader is obliged to contract or submit a request for reservation of transport system capacities on an annual basis for the total amount of gas for all exits from the transport system within the Republic of Croatia in the name of and for the account of the Contracting Authority.</p> <p>The cost of transport for capacities at the entry point to the transport system of the Republic of Croatia for gas volumes referred to in Item 17 on an annual basis shall be borne by the Contracting Authority, and will be charged separately once a month by the 10th day of the month following the month of delivery with a due date of the 20th day of the month.</p>
<p>21. Conditions and price for smaller accepted quantities of gas from the flexibility conditions</p>	<p>In the event that the Contracting Authority takes delivery of quantities less than the minimum contracted quantities stated in Item 17 (90% monthly contracted quantity), such action would be considered a violation of basic contractual obligations. For the difference in the quantity between the minimum contracted amount (MinUK) and the accepted amount, the Bidder will in addition to the quantity of gas delivered to the Contracting Authority also bill the Contracting Authority and the Contracting Authority will pay a “fee for less accepted quantities” in the amount of 15% of the contracted price of gas. The Seller is not obliged to deliver quantities greater than those contracted.</p>

Group 3

INFORMATION ON THE BIDDER				
1. Name of company:				
2. Registered company address:				
3. VAT no. (OIB):				
4. Authorised person:				
5. Bank account number:				
6. Contact person:				
7. Contacts (e-mail):				
INFORMATION ON THE CONTRACTING AUTHORITY				
8. Name of company:	GRADSKA PLINARA ZAGREB - OPSKRBA d.o.o.			
9. Registered company address:	Radnička c. 1., Zagreb, Republic of Croatia			
10. VAT no. (OIB):	74364571096			
11. Authorised person:	Igor Pirija, BEc			
12. Contact person:	Aleksandar Ristovski			
13. Contacts:	nabava.plina.gpzo@gpz-opskrba.hr			
14. Subject of the Tender	Natural gas Group 3			
15. Time of delivery:	From 1 October 2017 6:00 am to 1 October 2018 6:00 am			
16. Point of delivery, quantity and flexibility:	Group 3 exit points from the transport system within the Republic of Croatia at a continual capacity, 252,976.102 MWh, flex 2 option with flexibility on a quarterly basis +10%/-15%			
17. Quantity and delivery schedules:	2017/2018 Gas Year	Quantity of Natural Gas (MWh)	Daily Quantity (MWh/day)	Cost of transport (HRK/month)
	October	20,930.906	1,220.033	1,222,474.18
	November	30,586.665	1,690.195	1,222,474.18
	December	45,178.874	2,048.023	1,222,474.18
	January	68,044.779	3,231.284	1,222,474.18
	February	47,580.699	2,084.936	1,222,474.18
	March	40,654.179	2,131.106	1,222,474.18
	April	/	/	/
	May	/	/	/
	June	/	/	/
	July	/	/	/
	August	/	/	/
	September	/	/	/
	Total	252,976.102		7,334,845.08
18. Fixed price from the Bidder for natural gas at the exit points from transport system at continuous capacity within the Republic of Croatia with flexibility on a quarterly basis at +10% / -15%, flex 2 option	<p>The unit price of natural gas for the entire delivery period is:</p> <p>_____ €/MWh</p> <p>Total price of bid: € _____</p> <p>_____</p> <p style="text-align: center;">in words</p>			

<p>19. Reading, determining, billing and paying for the delivered quantities</p>	<p>Reading and determining delivered quantities of natural gas as expressed in kWh at the entry points to the transport system within the Republic of Croatia (production gas pipeline network) or at the exit points from the transport system is performed on the basis of the Network Rules for the Transport System (Plinacro 12/2013) and the Network Rules for the Distribution System (Official Gazette 158/13).</p> <p>The billing periods are: from the 1st to 15th day and from 16th to the last day in the calendar month of delivery.</p> <p>The issuing of the invoice for delivered gas for the billing period from 1st to the 15th day of the calendar month of delivery is the 20th day in the month with a payment deadline up to the last working day of the month and based on allocated quantities of gas. For the period from the 16th day to the last day in the calendar day of delivery, the issuing of the invoice is the 12th day in the month that follows after the month of delivery with the payment deadline the 20th day in the month.</p> <p>To calculate the unit price of gas for the billing period the middle rate of the Croatian National Bank on the date of invoicing by the Bidder/Seller will be used.</p>
<p>20. Conditions and price for smaller accepted quantities of gas from the flexibility conditions</p>	<p>In the event that the Contracting Authority takes delivery of quantities less than the minimum contracted quantities stated in Item 17 (85% of the trimonthly contracted quantity), such action will be considered a violation of basic contractual obligations. For the difference in the quantity between the minimum contracted amount (MinUK) and the accepted amount, the Bidder will in addition to the quantity of gas delivered to the Contracting Authority also bill the Contracting Authority and the Contracting Authority will pay a “fee for less accepted quantities” in the amount of 15% of the contracted price of gas. The Seller is not obliged to deliver quantities greater than those contracted.</p>
<p>21. Reservation and cost of transport</p>	<p>The Bidder as the balance group leader is obliged to contract or submit a request for reservation of transport system capacities on an annual basis for the total amount of gas for all exits from the transport system within the Republic of Croatia in the name of and for the account of the Contracting Authority.</p> <p>The cost of transport for capacities at the entry point to the transport system of the Republic of Croatia for gas volumes referred to in Item 17 on an annual basis shall be borne by the Contracting Authority, and will be charged separately once a month by the 10th day of the month following the month of delivery with a due date of the 20th day of the month.</p>

Group 4

INFORMATION ON THE BIDDER				
1. Name of company:				
2. Registered company address:				
3. VAT no. (OIB):				
4. Authorised person:				
5. Bank account number:				
6. Contact person:				
7. Contacts (e-mail):				
INFORMATION ON THE CONTRACTING AUTHORITY				
8. Name of company:	GRADSKA PLINARA ZAGREB - OPSKRBA d.o.o.			
9. Registered company address:	Radnička c. 1., Zagreb, Republic of Croatia			
10. VAT no. (OIB):	74364571096			
11. Authorised person:	Igor Pirija, BEc			
12. Contact person:	Aleksandar Ristovski			
13. Contacts:	nabava.plina.gpzo@gpz-opskrba.hr			
14. Subject of the Tender	Natural gas Group 4			
15. Time of delivery:	From 1 October 2017 6:00 am to 1 October 2018 6:00 am			
16. Point of delivery, quantity and flexibility:	Group 4 exit points from the transport system within the Republic of Croatia at a continual capacity, 339,500.005 MWh, flat option			
17. Quantity and delivery schedules:	2017/2018 Gas Year	Quantity of Natural Gas (MWh)	Daily Quantity (MWh/day)	Cost of transport (HRK/month)
	October	28,834.247	930,137	264,678.23
	November	27,904.110	930,137	264,678.23
	December	28,834.247	930,137	264,678.23
	January	28,834.247	930,137	264,678.23
	February	26,043.836	930,137	264,678.23
	March	28,834.247	930,137	264,678.23
	April	27,904.110	930,137	264,678.23
	May	28,834.247	930,137	264,678.23
	June	27,904.110	930,137	264,678.23
	July	28,834.247	930,137	264,678.23
	August	28,834.247	930,137	264,678.23
	September	27,904.110	930,137	264,678.23
	Total	339,500.005		3,176,138.76
18. Fixed price from the Bidder for natural gas at the exit points from transport system at continuous capacity within the Republic of Croatia at a continual capacity for the flat option	<p>The unit price of natural gas for the entire delivery period is:</p> <p>_____ €/MWh</p> <p>Total price of bid: € _____</p> <p style="text-align: center;">in words</p>			

<p>19. Reading, determining, billing and paying for the delivered quantities</p>	<p>Reading and determining delivered quantities of natural gas as expressed in kWh at the entry points to the transport system within the Republic of Croatia (production gas pipeline network) or at the exit points from the transport system is performed on the basis of the Network Rules for the Transport System (Plinacro 12/14) and the Network Rules for the Distribution System (Official Gazette 155/14). The issuing of the invoice for delivered gas for the billing period is the 12th day of the month which follows the month of delivery and the payment deadline is the last working day of the month. To calculate the unit price of gas for the billing period the middle rate of the Croatian National Bank on the date of invoicing by the Bidder/Seller will be used.</p>
<p>20. Reservation and cost of transport</p>	<p>The Bidder as the balance group leader is obliged to contract or submit a request for reservation of transport system capacities on an annual basis for the total amount of gas for all exits from the transport system within the Republic of Croatia in the name of and for the account of the Contracting Authority. The cost of transport for capacities at the entry point to the transport system within the Republic of Croatia for gas quantities referred to in Item 17 on an annual basis shall be borne by the Contracting Authority, and will be charged separately once a month by the 10th day of the month following the month of delivery with a due date of the 20th day of the month.</p>
<p>21. Conditions and price for smaller accepted quantities of gas from the flexibility conditions</p>	<p>In the event that the Contracting Authority takes delivery of quantities less than the minimum contracted quantities stated in Item 17, the Bidder will in addition to the delivery quantities of gas bill the Contracting Authority who shall in turn pay the “fee for less accepted quantities” in the amount of 15% of the contracted gas price. The Seller is not obliged to deliver quantities greater than those contracted.</p>

V. RECAPITULATION FORM

No	GROUP	BID PRICE (EUR)
1.	Group 1	
2.	Group 2	
3.	Group 3	
4.	Group 4	

Note: The Bidder will state the bid price only for that Group of the subject of the tender for which he has filled out in the bid and attached the respective Bid Forms.

By signing these specifications, the Bidder represents and warrants to the Contracting Authority:

- That the Bidder meets all the legal requirements for carrying out the supply of gas to the Contracting Authority under the terms of the respective tender documentation (which specifically includes, but is not limited to: proper establishment and registration in all applicable business registers and company registers, the possession of valid permits, approvals and agreements with relevant regulatory authorities in the field of gas and energy);
- That the Bidder has fully read and understood the relevant tender documentation and that by submitting his bids consents in full to the application of all conditions in the tender documentation;
- That, if selected by the Contracting Authority as the most favourable Bidder, the Bidder will sign and certify the Contract for the Sale of Natural Gas under the conditions and within the deadline for the respective tender documentation;
- That the prices listed in Bid Forms of the tender represent the bidding price offered in accordance with the conditions of the respective tender documentation;
- That the bid will be valid until the date specified in item 14 of the tender documentation;

In _____, _____ 2017

Authorised person of the Bidder:

Place of Seal

APPENDIX 1 DECLARATION OF INTEGRITY

(name of company of bidder)

(OIB of the bidder)

(headquarters of the bidder)

For the purpose of submitting a bid and the overall implementation of the procurement procedure for the purchase of natural gas for the 2017/18 gas year for the Contracting Authority Gradska plinara Zagreb-Opkrba d.o.o. a company for supplying gas, Record no. IZ-01/2017 the following is provided:

DECLARATION OF INTEGRITY

whereby the bidder declares that in this procurement procedure:

- he guarantees for complete fairness in the respective procedure,
- he guarantees the absence of any prohibited practices in connection with the present tender procedure, which includes actions such as corruption or fraud, offering, giving or promising some undue advantage which can affect the actions of an employee, and
- he provides consent for the audit of the entire procurement procedure by independent experts and the acceptance of responsibility and sanctions (liquidated damages, unconditional termination of the contract) if rules have been broken.

In _____, _____ 2017

(name and surname of the bidder's authorized person)

Place of Seal

(personally signed)

The signature on the declaration need not be certified by a notary public

APPENDIX 2 DECLARATION OF SUBMISSION OF THE CONTRACT PERFORMANCE GUARANTEE

(name of company of bidder)

(OIB of the bidder)

(headquarters of the bidder)

DECLARATION

Whereby I the below signed, declare that I will, if the economic entity which I represent is selected as the most favourable bidder in the tender procedure record no. IZ – 01/2017, within a period of 5 (five) working days of signing the Contract, submit a contract performance guarantee solely in the form of a bank guarantee which will be "irrevocable", "unconditional " and "payable on first written demand", with successive payments upon the request of the Contracting Authority, to the amount of **10% of the total value of the price of the final binding bid for the Group of the subject of the tender** (stated on the appropriate bid form and in the appropriate place on the Recapitulation Form) including value-added tax, calculated according to the middle exchange rate of the Croatian National Bank applicable on the day of issuing the guarantee, with a validity period from the first day of gas delivery to 31st October 2018.

In _____, _____ 2017

(name and surname of the bidder's authorised person)

Place of Seal

(personally signed)

The signature on the declaration need not be certified by a notary public

VI. PROPOSAL OF THE PRELIMINARY CONTACT ON THE SALE OF NATURAL GAS

Company name, address, city, OIB, _____ represented by the director _____, as the holder of the license for undertaking the energy activity of supplying gas number: _____ (hereinafter: **Seller**)

and

Gradska plinara Zagreb - Opskrba d.o.o., Radnička 1, 10 000 Zagreb, MBS 080654572, OIB 74364571096, represented by its director Igor Pirija BEc, as the holders of the license for undertaking the energy activity of supplying gas number: 080654572-0442/09, (hereinafter: **Contracting Authority**).

The Seller and the Contracting Authority, when referred to collectively, are referred to as the Contracting Parties. The Contracting Parties signed on _____ 2017 the following:

PRELIMINARY CONTRACT FOR THE SALE OF NATURAL GAS

Group _____

Contract number: _____ 2017/2018

1. INTRODUCTORY PROVISIONS

The Contracting Parties have concluded this Contract pursuant to the Decision on the Selection for Group (Prot. No. _____ of _____) (**depending on the Group for which the Preliminary Contract is signed**)

The Seller has published on its website has published its Contractual Terms and Conditions for the Supply of Natural Gas. This Contract for the Sale of Natural Gas, number: _____ -2017/2018 (hereinafter: Preliminary Contract) regulates the contractual relations and contractual obligations between the Contracting Authority and Seller and in signing this Preliminary Contract the Contracting Parties acknowledge that they have understood and agreed with the provisions of the Preliminary Contract.

The Contracting Parties agree that the Seller will make available, deliver at the delivery points and sell to the Contracting Authority, whereas the Contracting Authority shall in turn purchase, receive at the place of delivery from the Seller and pay for the natural gas (hereinafter: Gas) in accordance with the provisions of this Contract.

This Agreement sets out the following provisions on the:

- Terms and conditions of the sale of gas
- Time and place of the delivery of gas
- Manner of charging and payment of delivered gas
- Settlement of costs incurred due to improperly receiving gas
- Quality of service and quality of Gas
- Nomination and payment of balancing costs
- Reasons for the interruption, suspension or restriction of Gas delivery by the Seller
- Other provisions

1.1. Conditions for concluding the Contract

In signing the Contract, the Contracting Parties shall during the term of the Contract fully accept the Provisions of the Energy Act, the Gas Market Act, the applicable General Conditions of Supplying Gas, Grid Code for the Transport System, Grid Code for the Distribution System, Ordinance on the Organisation of the Gas Market, Methodology for Determining the Cost of Energy for Balancing of the Gas System and all other laws and regulations relating to the natural gas market in the Republic of Croatia.

If, after the signing of this Contract there are amendments to laws and regulations relating to any provision of this Contract, they will be harmonised with the new laws. If due to changes in laws and regulations relating to gas

quality, gas prices and the calorific value of the gas, costs are incurred that significantly impact the operations of one of the Contracting Parties, the Contracting Authority and the Seller shall endeavour in good faith to align the conditions of this Contract in a manner that satisfies both parties.

2. RIGHTS AND RISKS

The Seller warrants that it has the right to contracted gas delivered to the Contracting Authority, and that such gas will not be encumbered in any way at the point of delivery.

The right and the risk for the supplied Gas is transferred to the Contracting Authority upon delivery of natural gas by the Seller to the delivery point (s) where the handover of gas is performed.

During the year in the days when daylight saving changes, and the gas day has one hour more or one hour less, the Contracting Parties shall agree beforehand to reach consent on planning, nominations and the taken quantities.

3. OBLIGATIONS OF DELIVERING AND TAKING DELIVERY OF GAS

Delivery of gas purchased under this Contract for Group _____ (the date of commencing delivery depends on the Group for which the Contract is signed)

(for Group 1 it will commence on 1st April 2017 at 6:00 am,

for Groups 2, 3 and 4 it will commence on 1st October 2017 at 6:00 am)

The Contracting Authority will take the quantity of natural gas in the quantity and according to schedule, at the delivery points that are defined in Item 16 and 17 of Appendix 1, Appendix 2, Appendix 3 and Appendix 4 of this Preliminary Contract (depending on the Group for which the Contract is signed)

The Contracting Authority prenominate every day the quantity of gas that it wants the Seller to deliver for the next gas day. The Seller shall provide and deliver the contracted maximum daily quantity of gas (MaxDK) which cannot exceed the agreed daily load in kWh per day for each month.

Reading the meter devices at the exit point of the transport system (PMS/PMRS), which is also the entry point to the distribution system and represents the point of delivery, is performed by the transport system operator (OTS).

The parties may for justified reasons require the extraordinary control of metering devices in accordance with the provisions of Article 101 of the Grid Code for the Transportation System.

Determining the quantity of gas delivered under the Preliminary Contract is performed by the distribution system operator (DSO) who is to submit such information to the Seller pursuant to the Grid Code for the Distribution System.

4. NOMINATIONS

In signing the Contract, the Seller assigns the Contracting Authority a username and password which the Contracting Authority uses to log on the user interface for nominations.

4.1. Weekly nominations - prenominations

The Contracting Authority will by electronic means every Thursday nominate/prenominate to the Seller by 10:00 am, for the delivery points, the quantities that the Seller is to deliver for each gas day for the following week.

The Seller has the right to reject the nomination and request a new nomination if the Contracting Authority did not nominate for the delivery points within the contracted scope.

The Contracting Authority cannot nominate quantities of gas that exceed the maximum contractual quantities.

4.2. Daily nominations - prenominations

Nomination/prenomination (daily nomination/ /prenomination) of use of the transport system under this Contract shall be submitted to Seller as the balance responsible party in the manner and according to the deadlines of the Seller's Contractual Conditions.

The nominated daily quantity of gas in kWh for the next Gas Day shall not exceed the maximum daily quantity.

If for a given gas day, the Seller does not receive from the Contracting Authority nomination for delivery, the last valid weekly prenomination will be used to for the given gas day, in the absence of such weekly nominations/prenominations, the daily contract quantities shall be deemed nominated/domination for each gas day for the respective week.

If for any reason the Contracting Party cannot deliver or take gas, it shall promptly notify the other Contracting Party, along with the reasons and the fact relating to the quantity which the relevant party will not be able to deliver or take.

5. TRANSPORT OF GAS

The Seller as the balance group leader is obliged to reserve and contract for the Contracting Authority the necessary capacities at the entry point to the transport system of the Republic of Croatia on an annual basis in accordance with the information set out in Appendix 1 / Appendix 2 / Appendix 3 / Appendix 4 of this Preliminary Contract. (depending on the Group for which the Contract is signed)

The Seller will bill the Contracting Authority the cost of inputs on 10th day of the month which follows the month of delivery with a due date of the 20th day of the month based on costs indicated in Appendix 2 / Appendix 3 / Appendix 4 of this Preliminary Contract. (depending on the Group for which the Contract is signed)

The Seller as the balance group leader on behalf of the Contracting Authority will submit to the transport system operator a request for reservation of the transport system capacities on an annual basis separately for each individual exit point from the transport system, based on the Request for Reservation of Transport System Capacities completed and certified by the Contracting Authority. The application form for the reservation of capacities will be submitted by the Seller to the Contracting Authority in the shortest possible time after signing the Contract, no later than 29th June 2017. The Seller will reserve annual capacities for the transport of natural gas in accordance with Appendix 1 / Appendix 2 / Appendix 3 / Appendix 4 of this Preliminary Contract (depending on the Group for which the Contract is signed), whereas the Contracting Authority will enter into a Contract on gas transport with the transport system operation on an annual basis for exits from the transport system. Such a Contract on Gas Transmission is the basis for delivery of natural gas at the exit points.

The Contracting Parties shall adhere to the mutual requirements and legal deadlines in accordance with sound business practices and statutory regulations reserve and contract transport capacities.

In case of the need to lease additional capacity at the entry point to the transport system of the Republic of Croatia, the Seller undertakes billing and invoicing the Contracting Authority in accordance with the applicable methodology for determining the amount of tariff items for gas and applicable tariff rates for gas transport.

In the case of exceeding the contracted capacity at the entry point to the transport system of the Republic of Croatia by the Contracting Authority, the Seller will bill the excess in a manner and at a price specified in the Methodology of determining the amount of tariff items for gas and applicable tariff rates for gas transport for the leasing of capacities on a daily basis.

If there is a change in the current methodology of determining the amount of tariff items for gas and/or the amount of tariff items, the Contracting Parties shall regulate the method of calculation and payment of costs by drawing up an annex to this Contract, which must be signed no later than five (5) days prior to the application of new methodologies, and according to the methodology of determining the amount of tariff items for the transport of gas in the Republic of Croatia.

6. QUALITY OF GAS AND QUALITY OF SERVICE

The quality of gas is defined in accordance with the General Terms and Conditions for Supplying Gas. The Seller agrees to provide standard quality of the natural gas supplied to the Buyer.

7. PRICE OF NATURAL GAS

The price of natural gas is established in Item 18 of Appendix 1 / Appendix 2 / Appendix 3 / Appendix 4 of this Preliminary Contract (depending on the Group for which the Contract is signed), which are an integral part of the Preliminary Contract.

The price of natural gas for Group 2, Group 3 and Group 4 does not include value added tax as well as the cost of transport within the Republic of Croatia (input) which will be billed separately.

The price of natural gas for Group 1 does not include value-added tax, however the unit price of gas includes all costs of fees for organising the gas market, costs in accordance with the provisions of the grid code for the transport system, calculated costs based on stipulated provisions of codes that regulate the organisation of the gas market, costs of storage and the use of other services in accordance with the provisions of the regulations on the use of gas storage systems.

The price of natural gas expressed in EUR/MWh will be converted into the equivalent kuna value (HRK/MWh) in such a way so that the unit price in EUR/MWh is multiplied by the middle exchange rate of Croatian National Bank on the day of the invoice by the Seller and rounded to four (4) decimal places. The result is divided by 1000 and rounded up four (4) decimal places and represents the unit price of gas, expressed in HRK/kWh.

8. BILLING, PAYMENTS, DISPUTABLE INVOICES AND GUARANTEES

8.1. Billing and payments

The Seller shall invoice the Contracting Authority and Contracting Authority shall pay the invoice amount in accordance with the provisions of Appendix 1 / Appendix 2 / Appendix 3 / Appendix 4 of this Preliminary Contract. (depending on the Group for which the Contract is signed)

The invoice is to contain:

- Quantities that the Buyer took over the delivery period
- Unit contracted prices of Gas
- Total price for delivered quantities of Gas
- Amount of value added tax
- All other information in accordance with statutory regulations

All payments are made in full amount on the due date of payment by direct bank transfer to the bank account of the Seller as defined in Appendices. The invoice is considered settled at the time when the due amount is deposited on the bank account of the Seller.

If the Contracting Authority fails to pay the Seller any amount that is due, the Seller shall bill legal default interest on the amount. The legal default interest is billed on the outstanding amount from the due date until the date of settlement. Legal default interest is billed at the end of each month of delivery with payment due ten days from the date of invoice.

The Seller will send a written notice, a reminder, on the first day after the payment deadline has expired and for which the Contracting Authority has not meet his obligations.

8.2 Disputed invoices

If any invoice is disputed, the Contracting Authority shall promptly notify the Seller in writing of the reason for the dispute within no longer than two working days of receipt of the disputed invoice.

After resolving the disputable situation, any amount to be refunded by the Seller will be repaid by the Seller by the tenth day of reaching agreement. In the event that the invoice contains an obvious calculation error, the Contracting Authority is obliged to pay only the undisputed amount.

8.3. Guarantees

8.3.1 Surety for payments of delivery gas

The Contracting Authority shall submit to the Seller, as surety for payment, two ordinary promissory notes within five (5) working days from the date of signing the Contract, as follows:

For quantities defined in Appendix 1 (Item 17), promissory notes to the amount of 10% of the bid price for Group 1 (expressed in Item 18 of the Bid Form for Group 1 and in line r. no. 1 of the Recapitulation Form) and including the value-added tax.

For quantities defined in Appendix 2 (Item 17), promissory notes to the amount of 10% of the bid price for Group 2 (expressed in Item 18 of the Bid Form for Group 2 and in line r. no. 2 of the Recapitulation Form) and including the value-added tax.

For quantities defined in Appendix 3 (Item 17), promissory notes to the amount of 10% of the bid price for Group 3 (expressed in Item 18 of the Bid Form for Group 3 and in line r. no. 3 of the Recapitulation Form) and including the value-added tax.

For quantities defined in Appendix 4 (Item 17), promissory notes to the amount of 10% of the bid price for Group 4 (expressed in Item 18 of the Bid Form for Group 4 and in line r. no. 4 of the Recapitulation Form) and including the value-added tax.

The Seller shall have the right to activate the Contracting Authority's surety if the Contracting Authority fails to meet his obligations to pay due invoices, and no later than five (5) days from the due date, and more, where the Seller shall inform Contracting Authority of the intention to activate the surety.

For the activated surety for payment, the Contracting Authority shall submit to the Seller a surety instrument in the amount activated no later than eight (8) days from the date of activation.

The Seller has the right to suspend delivery of natural gas in accordance with this Contract if the Contracting Authority fails to pay the amount due, if the Contracting Authority's surety is not sufficient to settle the outstanding debt in the event non-adherence to the obligation to deliver surety as previously requested.

If any information necessary for invoicing is not available to the Seller on time, the Seller may compile an invoice for

gas based on reasonable estimates and the Contracting Authority is obliged to pay the invoice in full. Such an invoice is then adjusted when necessary information is available to the Seller. Any difference in the amounts is taken into consideration and eventually compensated by the Contracting Authority or the Seller within eight (8) working days from the date of adjustments.

8.3.2. Contract performance guarantee

The Seller shall, within five (5) working days from the date of signing the Contract, submit a performance guarantee for the Contract for Group _____ (depending on the Group for which the Contract is signed), in the form of bank guarantee, which must be "irrevocable", "unconditional" and "at first written demand", with the ability to make successive payments upon request by the Contracting Authority to the amount of 10% of the total value of the price of the final binding bid (stated on the appropriate bid form and in the foreseen location on the Recapitulation Form) including value-added tax, and calculated according to the middle exchange rate of the Croatian National Bank applicable on the date of issuance of the guarantee, valid from the first day of the delivery of gas to 31st October 2018.

If the Seller for any given gas day, fails to deliver the nominated daily quantity for any reason other than Acts of God or planned maintenance, the insufficient quantity will be classified as Insufficient Amounts.

The Contracting Authority has the right to charge on a daily basis payments from the guarantee in the amount of the daily nominated amount of gas that the Seller does not deliver and billed to the amount calculated using current prices of balancing positive energy on the day for which the Contracting Authority nominated the daily quantities.

The withdrawal of funds from the bank guarantee shall be done for each day that the Seller does not deliver gas up to the amount of funds provided by the bank guarantee.

9. COMPENSATION FOR IMPROPER ACCEPTANCE OF CONTRACTING QUANTITIES

9.1. Less accepted quantities

In the event that the Contracting Authority takes delivery of quantities less than the quantities specified in Item 17 of Appendix 1 / Appendix 2 / Appendix 3 / Appendix 4 such action will be considered a violation of fundamental contractual obligations. For the difference in the quantity between the minimum quantity (Minimum Contracted Quantities MinUK or MinCQ) and the accepted quantity, the Seller shall, besides the quantity of gas delivered bill the Contracting Authority, and the Contracting Authority shall pay the "Fee for Taken Quantities Below Commitments" to the amount of 15% of the contracted price of gas from the Group of the subject of the tender as prescribed in Item 21 of Appendix 1 / Appendix 2 / Appendix 3 / Appendix 4 (depending on the Group for which the Contract is signed)

The Seller is not obliged to deliver to the Contracting Authority a quantity of gas greater than the maximum contracted quantity.

9.2. Additional quantities

The Contracting Authority has the right to increase the agreed quantities of natural gas during the period of delivery if its needs increase, whereas the Seller has the option of providing additional quantities. The submitted request to increase the quantity above the contracted amount set out in Appendix 1 / Appendix 2 / Appendix 3 / Appendix 4 of this Preliminary Contract (depending on the Group for which the Contract is signed) does not oblige the Seller to secure such amounts or to secure such amounts under the same conditions of this contract.

The Contracting Authority is required to inform the Seller in writing thirty (30) days prior to the beginning of the month in which the delivery of natural gas is to be increased. If Contracting Authority and the Seller agree on delivery of additional quantities, they shall undertake to sign an annex to the Contract that defines all necessary conditions (quantity, delivery period, delivery, lease of transport capacities, price and other commercial conditions).

9.3. The cost of energy balancing and costs of deviating from nominations

The costs of balancing energy and the calculation of deviations from nominations will not be billed by the Seller to the Contracting Authority. They are an integral part of the unit price of natural gas.

10. TERMINATION OF CONTRACT

The Contract may be justifiably terminated earlier due to the non-fulfilment of contractual obligations if:

- Against the Contracting Authority or Seller prebankruptcy settlement, bankruptcy or liquidation proceedings are initiated by a legally binding decision, or they become the subject of a final decision;
- Either party that breaches the fundamental contractual obligations in a serious manner, especially if the Contracting Authority fails to fulfil his obligation to pay the Seller for a period of more than five days, is not able to deliver the Gas, or if the Seller is not able to deliver the Gas in one day more than five times.

In the case of unjustified early termination of the Contract by the Contracting Authority, the Contracting Authority shall bear the costs of the contracted, and not taken gas, which is the difference between the contracted quantity and the current taken contracted quantities of gas. Such an obtained quantity of contracted by not taken Gas will be charged to the Contracting Authority in line with the contracted prices for each Group of the subject of the tender.

The Seller has the right to terminate the Contract earlier when the Contracting Authority fails to settle monetary obligations or fails to maintain surety for payment.

The Contracting Authority has the right to terminate the contract earlier in the event of a failure in maintaining a performance guarantee even after the Seller has halted deliveries of gas to the Contracting Authority without reasons prescribed in this Contract.

The intention of one of the Contracting Parties to terminate the contract earlier must be expressed solely in writing with a confirmation from the other Contracting Party that it has been notified of the above stated intention.

If Seller fails to fulfil any obligation under this Contract, the Contracting Authority has the right to demand the fulfilment of this Contract or accordingly terminate the Contract.

In the event of termination, the Contracting Authority reserves the right to retain the performance guarantee for the fulfilment of the obligations under this Contract and shall be entitled to compensation pursuant to the provisions of the Obligatory Relations Act.

The effects of termination come into force in accordance with the provisions of the Obligatory Relations Act, after the Contracting Authority has delivered to the Seller a written notice of termination of this Contract.

In other cases of possible termination of this Contract, the Contracting Party seeking termination is responsible for the same reasons, to provide a written explanation to the other party no later than thirty (30) days prior to termination of the Contract.

11. DISPUTES

The Contracting Parties agree that any disputes are to be resolved primarily by mutual agreement.

If the Contracting Parties fail to resolve a dispute or problem by mutual agreement, then the settlement of disputes arising from this Contract is placed under the jurisdiction of the competent Commercial Court in Zagreb.

12. CONFIDENTIALITY OF INFORMATION

The obligation of confidentiality applies to trade secrets and confidential information that the Contracting Parties have obtained on the basis of their cooperation and the implementation of this Contract, and in particular professional solutions, knowledge and experience.

The Contracting Parties are obliged to use documents and information related to this Contract solely for its implementation. Neither Contracting Party shall not be entitled to publish or disclose to any third party any information without the written consent of the other Contracting Party, except if such a disclosure is requested according to law in force or by a decision of the courts, of the competent authority or the governing body. The Contracting Parties shall inform each other of such matters and enclose such notices or decisions of the courts, of the competent authority or governing body. Authorised bodies and persons of the Seller and Contracting Authority including the Contracting Authority's and Seller's commercial bank are not considered third parties.

13. OTHER PROVISIONS

13.1 Liability

The Seller agrees in the event of failing to deliver the quantities referred to in Appendix 1 / Appendix 2 / Appendix 3

/ Appendix 4 of the Contract (depending on the Group for which the Contract is signed), to pay the total costs incurred by the Contracting Authority on the basis of submitted documents proving the incurred costs (e.g. invoice from another gas supplier).

Except in cases of wilful violations or gross negligence or ordinary negligence in terms of violation of fundamental contractual obligations, neither party shall be liable to the other for any damage. Liability for slight negligence, indirect damages and loss of profit, is excluded to the extent that such exclusion is legally acceptable and effective. Liability in the case of ordinary negligence in terms of violation of fundamental contractual obligations is limited to the damage which is reasonably foreseeable and normal for the delivery of natural gas.

13.2 Changes to statutory regulations

If the laws according to which the Contract is based change, the Contracting Parties shall initiate amendments to the Contract within a reasonable time, and, if necessary, participate in these amendments.

13.3 Acts of God

Cases of Acts of God are considered to be, in terms of the Energy Act, all events and circumstances had they been able to be predicted, could not have been prevented, and that cannot be affected, mitigated, removed or their action terminated. These are in particular:

- Natural disasters (earthquake, flood, lightning, storm, drought, frost, etc.)
- Epidemics
- Explosions that are not due to improper and negligent handling and that cannot be predicted, and not a result of deterioration of materials and equipment,
- War, rebellion or sabotage,
- Cyber /internet attack,
- Decisions by the Government of the Republic of Croatia referred to in Article 26 of the Energy Act, as well as all other events and circumstances which in case of doubt an arbitration will decide whether it was a question of an Act of God.

In terms of delivery and the taking of gas, the Contracting Parties shall not be liable for failure, delayed or incomplete fulfilment of their contractual obligations if a failure in such respects is due to an Act of God.

In cases of Acts of God, the Contracting Party for whom such circumstances have occurred is required to immediately, or as soon as possible, inform in writing the other party of the occurrence or termination of such actions. The notification must include the nature of the event, its impact on the performance of the Contract and, if possible, the expected duration of the non-fulfilment of contractual obligations.

The Contracting Parties are not required for the undelivered or unaccepted quantities of gas, due to excepting circumstances from this article, to subsequently make such deliveries or take such deliveries.

An Act of God that affects one or more of the Seller's main suppliers and/or the transport/distribution system for delivering natural gas under the Contract shall be deemed an Act of God affecting the Seller.

Inadequate cash or other financial assets, amendments to statutory regulations or lack of approvals, licenses, rights or powers to perform this Contract shall not be considered an Act of God, nor any financial crisis or extraordinary weather conditions.

An Act of God does not relieve the Contracting Party of payment obligations incurred prior to the onset of such an event.

The Seller and Contracting Authority shall have the right to refuse to perform part of or all of the Contract if the respective Contracting Party cannot fulfil its contractual obligations due to Acts of God.

The Contracting Party whose performance of contractual obligations has been deteriorated by an Act of God shall notify the other Contracting Party as soon as possible as circumstances may permit. Neither Contracting Party shall be entitled to exemption of contractual obligations if the affected Contracting Party has not notified the other party of an Act of God.

If the total gas consumption is greater than the total amount of gas supplied by the Seller, and austerity measures related to consumption are not sufficient, the Contracting Authority will abide by the consumption restraint measures, in accordance with the by-laws and in accordance with the Ordinance on Secure Supply of Natural Gas.

14. ENACTMENT

This Contract was signed on _____ 2017, and is implemented from _____ at 6:00 am to 1st October 2018 at 6:00 am.

An integral part of this Contract is the Surety for payments, Appendix 1 / Appendix 2 / Appendix 3 / Appendix 4. (depending on the Group for which the Contract is signed).

The Contract was signed in the four (4) identical copies with each Contracting Party retaining two (2) copies.

15. PERSONS AUTHORISED FOR THIS CONTRACT

AUTHORISED PERSONS FOR THE CONTRACT

SELLER	CONTRACTING AUTHORITY
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Person authorised for operational contact		
Name and surname:		
Telephone:		
Fax:		
Mobile phone:		
E-mail:		

Submission of information, invoices, enquiries		
Name and surname:		
Telephone:		
Fax:		
Mobile phone:		
E-mail:		

Nomination (24 hrs)		
Name and surname:		
Telephone:		
Fax:		
Mobile phone:		
E-mail:		

In Zagreb, _____ 2017

Authorised person of the Seller

Authorised person of the Contracting Authority

Appendix 1

INFORMATION ON THE BIDDER			
1. Name of company:			
2. Registered company address:			
3. VAT no. (OIB):			
4. Authorised person:			
5. Bank account number:			
6. Contact person:			
7. Contacts (e-mail):			
INFORMATION ON THE CONTRACTING AUTHORITY			
8. Name of company:	GRADSKA PLINARA ZAGREB - OPSKRBA d.o.o.		
9. Registered company address:	Radnička c. 1., Zagreb, Republic of Croatia		
10. VAT no. (OIB):	74364571096		
11. Authorised person:	Igor Pirija, BEc		
12. Contact person:	Aleksandar Ristovski		
13. Contacts:	nabava.plina.gpzo@gpz-opskrba.hr		
14. Subject of the Tender	Natural gas for Group 1		
15. Time of delivery:	From 1 April 2017 6:00 am to 1 October 2018 6:00 am		
16. Point of delivery, quantity and flexibility:	Group 1 exit points from the transport system within the Republic of Croatia at a continual capacity, 3,030,005.754 MWh , household option, with flexibility at a quarterly level + 10%/-15%		
17. Quantity and delivery schedules:	2017/2018 Gas Year	Quantity of Natural Gas (MWh)	Daily Quantity (MWh/day)
	April	145,276.287	10,768.396
	May	99,556.686	6,835.898
	June	50,487.119	1,851.945
	July	43,360.089	1,549.305
	August	38,868.146	1,415.692
	September	57,328.980	3,372.293
	October	191,876.688	8,485.689
	November	302,982.111	15,550.305
	December	475,312.012	20,399.414
	January	492,020.255	21,565.100
	February	377,205.869	15,495.276
	March	320,854.205	13,788.525
	April	145,276.287	10,768.396
	May	99,556.686	6,835.898
	June	50,487.119	1,851.945
	July	43,360.089	1,549.305
	August	38,868.146	1,415.692
	September	57,328.980	3,372.293
	Total	3,030,005.754	

<p>18. Fixed price from the fBidder for natural gas at the exit points from transport system at continuous capacity within the Republic of Croatia for the household option with flexibility at the quarterly level +10%/-15%:</p>	<p>The unit price of natural gas for the entire delivery period is : _____ €/MWh Total price of bid :€ _____ <hr/> <p style="text-align: center;">in words</p> </p>
<p>19. Reading, determining, billing and paying for the delivered quantities</p>	<p>Determining delivered quantities of natural gas as expressed in kWh at the exit points from the transport system within the Republic of Croatia is done based on the Network Rules for the Transport System (Plinacro 12/14) and the Network Rules for the Distribution System (Official Gazette 155/14). Invoicing the supplied gas for the billing period is the 12th day of the month following the month of delivery with the payment deadline on the last working day of the month. To calculate the unit price of gas for the billing period the middle rate of the Croatian National Bank on the date of invoicing by the Bidder/Seller will be used.</p>
<p>20. Reservation and cost of transport</p>	<p>All costs of fees for organising the gas market, costs in accordance with the provisions of the grid code for the transport system, the charging of costs based on charges as stipulated in the provisions of the rules that regulate the organisation of the gas market, costs of storage and usage of other services in accordance with the provisions of the rules for using the gas storage system are calculated in the unit price of gas. Place of delivery: the exit points from the transport system within the Republic of Croatia</p>
<p>21. Conditions and prices for less accepted quantities of gas than the flexibility conditions</p>	<p>In the event that the Contracting Authority accepts quantities less than the minimal contracted quantities as stated in Item 17 (85% of the contracted monthly quantities), such action will be deemed a breach of the fundamental contractual obligations. For the difference in the quantity between the contracted minimal quantities (MinUK) and the accepted quantities, the Bidder will in addition to the quantities of gas delivered to the Contracting Authority, charge the Contracting Authority who in turn shall pay the "Fee for Less Accepted Quantities" amount to 15% of the contracted gas price.</p>

In Zagreb, _____ 2017

Authorised person of the Seller

Authorised person of the Contracting Authority

Appendix 2

INFORMATION ON THE BIDDER				
1. Name of company:				
2. Registered company address:				
3. VAT no. (OIB):				
4. Authorised person:				
5. Bank account number:				
6. Contact person:				
7. Contacts (e-mail):				
INFORMATION ON THE CONTRACTING AUTHORITY				
8. Name of company:	GRADSKA PLINARA ZAGREB - OPSKRBA d.o.o.			
9. Registered company address:	Radnička c. 1., Zagreb, Republic of Croatia			
10. VAT no. (OIB):	74364571096			
11. Authorised person:	Igor Pirija, BEc			
12. Contact person:	Aleksandar Ristovski			
13. Contacts:	nabava.plina.gpzo@gpz-opskrba.hr			
14. Subject of the Tender	Natural gas Group 2			
15. Time of delivery:	From 1 October 2017 6:00 am to 1 October 2018 6:00 am			
16. Point of delivery, quantity and flexibility:	Group 2 exit points from the transport system within the Republic of Croatia at a continual capacity, 474,071.031 MWh, flex 1 option with flexibility on the monthly basis $\pm 10\%$			
17. Quantity and delivery schedules:	2017/2018 Gas Year	Quantity of Natural Gas (MWh)	Daily Quantity (MWh/day)	Cost of transport (HRK/month)
	October	31,396.359	1,830.049	982,119.14
	November	45,879.997	2,535.292	982,119.14
	December	67,768.311	3,072.035	982,119.14
	January	102,067.169	4,846.927	982,119.14
	February	71,371.049	3,127.403	982,119.14
	March	60,981.268	3,196.660	982,119.14
	April	52,268.461	2,881.143	982,119.14
	May	11,536.372	616.360	982,119.14
	June	9,425.957	334.213	982,119.14
	July	8,369.449	277.849	982,119.14
	August	2,684.515	92.234	982,119.14
	September	10,322.123	456.827	982,119.14
	Total	474,071.031		11,785,429.68
18. Fixed price from the Bidder for natural	The unit price of natural gas for the entire delivery period is:			

<p>gas at the exit points from transport system at continuous capacity within the Republic of Croatia for flex 1 option with flexibility on a monthly basis at ±10%</p>	<p>_____ €/MWh</p> <p>Total price of bid :€ _____</p> <hr/> <p style="text-align: center;">in words</p>
<p>19. Reading, determining, billing and paying for the delivered quantities</p>	<p>Reading and determining delivered quantities of natural gas as expressed in kWh at the entry points to the transport system within the Republic of Croatia (production gas pipeline network) or at the exit points from the transport system is performed on the basis of the Network Rules for the Transport System (Plinacro 12/2013) and the Network Rules for the Distribution System (Official Gazette 158/13).</p> <p>The billing periods are: from the 1st to 15th day and from 16th to the last day in the calendar month of delivery.</p> <p>The issuing of the invoice for delivered gas for the billing period from 1st to the 15th day of the calendar month of delivery is the 20th day in the month with a payment deadline up to the last working day of the month and based on allocated quantities of gas. For the period from the 16th day to the last day in the calendar day of delivery, the issuing of the invoice is the 12th day in the month that follows after the month of delivery with the payment deadline the 20th day in the month.</p> <p>To calculate the unit price of gas for the billing period the middle rate of the Croatian National Bank on the date of invoicing by the Bidder/Seller will be used.</p>
<p>20. Reservation and cost of transport</p>	<p>The Bidder as the balance group leader is obliged to contract or submit a request for reservation of transport system capacities on an annual basis for the total amount of gas for all exits from the transport system within the Republic of Croatia in the name of and for the account of the Contracting Authority.</p> <p>The cost of transport for capacities at the entry point to the transport system of the Republic of Croatia for gas volumes referred to in Item 17 on an annual basis shall be borne by the Contracting Authority, and will be charged separately once a month by the 10th day of the month following the month of delivery with a due date of the 20th day of the month.</p>
<p>21. Conditions and price for smaller accepted quantities of gas from the flexibility conditions</p>	<p>In the event that the Contracting Authority takes delivery of quantities less than the minimum contracted quantities stated in Item 17 (90% monthly contracted quantity), such action would be considered a violation of basic contractual obligations. For the difference in the quantity between the minimum contracted amount (MinUK) and the accepted amount, the Bidder will in addition to the quantity of gas delivered to the Contracting Authority also bill the Contracting Authority and the Contracting Authority will pay a “fee for less accepted quantities” in the amount of 15% of the contracted price of gas. The Seller is not obliged to deliver quantities greater than those contracted.</p>

In Zagreb, _____ 2017

Authorised person of the Seller

Authorised person of the Contracting Authority

Appendix 3

INFORMATION ON THE BIDDER				
1. Name of company:				
2. Registered company address:				
3. VAT no. (OIB):				
4. Authorised person:				
5. Bank account number:				
6. Contact person:				
7. Contacts (e-mail):				
INFORMATION ON THE CONTRACTING AUTHORITY				
8. Name of company:	GRADSKA PLINARA ZAGREB - OPSKRBA d.o.o.			
9. Registered company address:	Radnička c. 1., Zagreb, Republic of Croatia			
10. VAT no. (OIB):	74364571096			
11. Authorised person:	Igor Pirija, BEc			
12. Contact person:	Aleksandar Ristovski			
13. Contacts:	nabava.plina.gpzo@gpz-opskrba.hr			
14. Subject of the Tender	Natural gas Group 3			
15. Time of delivery:	From 1 October 2017 6:00 am to 1 October 2018 6:00 am			
16. Point of delivery, quantity and flexibility:	Group 3 exit points from the transport system within the Republic of Croatia at a continual capacity, 252,976.102 MWh, flex 2 option with flexibility on a quarterly basis +10%/-15%			
17. Quantity and delivery schedules:	2017/2018 Gas Year	Quantity of Natural Gas (MWh)	Daily Quantity (MWh/day)	Cost of transport (HRK/month)
	October	20,930.906	1,220.033	1,222,474.18
	November	30,586.665	1,690.195	1,222,474.18
	December	45,178.874	2,048.023	1,222,474.18
	January	68,044.779	3,231.284	1,222,474.18
	February	47,580.699	2,084.936	1,222,474.18
	March	40,654.179	2,131.106	1,222,474.18
	April	/	/	/
	May	/	/	/
	June	/	/	/
	July	/	/	/
	August	/	/	/
	September	/	/	/
	Total	252,976.102		7,334,845.08
18. Fixed price from the Bidder for natural gas at the exit points from transport system at continuous capacity within the Republic of Croatia with flexibility on a quarterly basis at +10% / -15%, flex 2 option	<p>The unit price of natural gas for the entire delivery period is:</p> <p>_____ €/MWh</p> <p>Total price of bid: € _____</p> <p>_____</p> <p style="text-align: center;">in words</p>			

<p>19. Reading, determining, billing and paying for the delivered quantities</p>	<p>Reading and determining delivered quantities of natural gas as expressed in kWh at the entry points to the transport system within the Republic of Croatia (production gas pipeline network) or at the exit points from the transport system is performed on the basis of the Network Rules for the Transport System (Plinacro 12/2013) and the Network Rules for the Distribution System (Official Gazette 158/13).</p> <p>The billing periods are: from the 1st to 15th day and from 16th to the last day in the calendar month of delivery.</p> <p>The issuing of the invoice for delivered gas for the billing period from 1st to the 15th day of the calendar month of delivery is the 20th day in the month with a payment deadline up to the last working day of the month and based on allocated quantities of gas. For the period from the 16th day to the last day in the calendar day of delivery, the issuing of the invoice is the 12th day in the month that follows after the month of delivery with the payment deadline the 20th day in the month.</p> <p>To calculate the unit price of gas for the billing period the middle rate of the Croatian National Bank on the date of invoicing by the Bidder/Seller will be used.</p>
<p>20. Conditions and price for smaller accepted quantities of gas from the flexibility conditions</p>	<p>In the event that the Contracting Authority takes delivery of quantities less than the minimum contracted quantities stated in Item 17 (85% of the trimonthly contracted quantity), such action will be considered a violation of basic contractual obligations. For the difference in the quantity between the minimum contracted amount (MinUK) and the accepted amount, the Bidder will in addition to the quantity of gas delivered to the Contracting Authority also bill the Contracting Authority and the Contracting Authority will pay a "fee for less accepted quantities" in the amount of 15% of the contracted price of gas. The Seller is not obliged to deliver quantities greater than those contracted.</p>
<p>21. Reservation and cost of transport</p>	<p>The Bidder as the balance group leader is obliged to contract or submit a request for reservation of transport system capacities on an annual basis for the total amount of gas for all exits from the transport system within the Republic of Croatia in the name of and for the account of the Contracting Authority.</p> <p>The cost of transport for capacities at the entry point to the transport system of the Republic of Croatia for gas volumes referred to in Item 17 on an annual basis shall be borne by the Contracting Authority, and will be charged separately once a month by the 10th day of the month following the month of delivery with a due date of the 20th day of the month.</p>

In Zagreb, _____ 2017

Authorised person of the Seller

Authorised person of the Contracting Authority

Appendix 4

INFORMATION ON THE BIDDER				
1. Name of company:				
2. Registered company address:				
3. VAT no. (OIB):				
4. Authorised person:				
5. Bank account number:				
6. Contact person:				
7. Contacts (e-mail):				
INFORMATION ON THE CONTRACTING AUTHORITY				
8. Name of company:	GRADSKA PLINARA ZAGREB - OPSKRBA d.o.o.			
9. Registered company address:	Radnička c. 1., Zagreb, Republic of Croatia			
10. VAT no. (OIB):	74364571096			
11. Authorised person:	Igor Pirija, BEc			
12. Contact person:	Aleksandar Ristovski			
13. Contacts:	nabava.plina.gpzo@gpz-opskrba.hr			
14. Subject of the Tender	Natural gas Group 4			
15. Time of delivery:	From 1 October 2017 6:00 am to 1 October 2018 6:00 am			
16. Point of delivery, quantity and flexibility:	Group 4 exit points from the transport system within the Republic of Croatia at a continual capacity, 339,500.005 MWh , flat option			
17. Quantity and delivery schedules:	2017/2018 Gas Year	Quantity of Natural Gas (MWh)	Daily Quantity (MWh/day)	Cost of transport (HRK/month)
	October	28,834.247	930,137	264,678.23
	November	27,904.110	930,137	264,678.23
	December	28,834.247	930,137	264,678.23
	January	28,834.247	930,137	264,678.23
	February	26,043.836	930,137	264,678.23
	March	28,834.247	930,137	264,678.23
	April	27,904.110	930,137	264,678.23
	May	28,834.247	930,137	264,678.23
	June	27,904.110	930,137	264,678.23
	July	28,834.247	930,137	264,678.23
	August	28,834.247	930,137	264,678.23
	September	27,904.110	930,137	264,678.23
	Total	339,500.005		3,176,138.76
18. Fixed price from the Bidder for natural gas at the exit points from transport system at continuous capacity within the Republic of Croatia at a continual capacity for the flat option	<p>The unit price of natural gas for the entire delivery period is:</p> <p>_____ €/MWh</p> <p>Total price of bid: € _____</p> <p>_____</p> <p style="text-align: center;">in words</p>			

<p>19. Reading, determining, billing and paying for the delivered quantities</p>	<p>Reading and determining delivered quantities of natural gas as expressed in kWh at the entry points to the transport system within the Republic of Croatia (production gas pipeline network) or at the exit points from the transport system is performed on the basis of the Network Rules for the Transport System (Plinacro 12/14) and the Network Rules for the Distribution System (Official Gazette 155/14). The issuing of the invoice for delivered gas for the billing period is the 12 day of the month which follows the month of delivery and the payment deadline is the last working day of the month. To calculate the unit price of gas for the billing period the middle rate of the Croatian National Bank on the date of invoicing by the Bidder/Seller will be used.</p>
<p>20. Reservation and cost of transport</p>	<p>The Bidder as the balance group leader is obliged to contract or submit a request for reservation of transport system capacities on an annual basis for the total amount of gas for all exits from the transport system within the Republic of Croatia in the name of and for the account of the Contracting Authority. The cost of transport for capacities at the entry point to the transport system within the Republic of Croatia for gas quantities referred to in Item 17 on an annual basis shall be borne by the Contracting Authority, and will be charged separately once a month by the 10th day of the month following the month of delivery with a due date of the 20th day of the month.</p>
<p>21. Conditions and price for smaller accepted quantities of gas from the flexibility conditions</p>	<p>In the event that the Contracting Authority takes delivery of quantities less than the minimum contracted quantities stated in Item 17, the Bidder will in addition to the delivery quantities of gas bill the Contracting Authority who shall in turn pay the “fee for less accepted quantities” in the amount of 15% of the contracted gas price. The Seller is not obliged to deliver quantities greater than those contracted.</p>

In Zagreb, _____ 2017

Authorised person of the Seller

Authorised person of the Contracting Authority

VII. RULES ON THE PROCESS OF THE PROCEDURE FOR THE PROCUREMENT - PURCHASE OF NATURAL GAS

RULES ON THE PROCESS OF THE PROCEDURE FOR THE PROCUREMENT - PURCHASE OF NATURAL GAS

In accordance with the Decision on the commencing the procedure for the procurement - purchase of natural gas for 2017/2018 for end users, no. 19/2017-OP of 14th February 2017, the Contracting Authority will conduct a procurement procedure in the manner prescribed in Article 6 Paragraph 3 of the Ordinance on Handling the Procurement - Purchase of Natural Gas of 14th February 2016.

The Procurement - purchase of natural gas will be carried out in a minimum of two, and depending on the assessment by the Contracting Authority in a maximum of three (3) rounds, as follows:

ROUND ONE

- The Contracting Authority will on its company's website announce the Call for initial bids and the related tender documentation
- The Bidders who within the deadline for submission of initial bids, submit tenders in accordance with the requirements and conditions of the tender documentation (capable bidders) and whose bids will be found valid have the right to participate in the 2nd round

ROUND TWO

- Only capable bidders will be sent by the Contracting Authority in writing, in a provable way (delivery note, return receipt, report on successful fax transmission, electronic documents and the like) a call for participation in the e-bidding or invitations to tender by e-mail separately for each Group of the subject of the tender.
- The Contracting Authority will inform in the call to participate in the e-tendering procedure all bidders, whose initial bids were assessed as valid, of their assigned secret username for participating in the e-tendering.

Rules on the process of e-tendering:

- Bids for each Group of the subject of the tender are submitted separately via e-mail to the email address nabava.plina.gpzo@gpz-opskrba.hr
- The e-tendering process for each Group of the subject of the tender will take place in one or more rounds, depending on the interest of the invited bidders
- In the first round of e-tendering for each Group of the subject of the tender, the Contracting Authority will inform bidders of the initial unit price expressed in EUR/MWh, of the Group of the subject of the tender, with a designation for the secret username of the most favourable bidder for that Group
- The minimum amount for which bidders must reduce the unit price for each particular Group of the subject of the tender in the first round of e-tendering is **0.10 EUR/MWh** in relation to the initial unit price expressed in EUR/MWh which the Contracting Authority prescribed in the call to participate in the e-tendering for each separate Group of subject of the tender.
- In each subsequent round of e-tendering, the minimum amount for which bidders must reduce the unit price is also **0.10 EUR/MWh**, in relation to the initial unit price expressed in EUR/MWh which the Contracting Authority prescribed in the call to participate in the e-tendering for each separate Group of subject of the tender, and which the Contracting Authority in the next round of e-tendering designated as the initial unit price for that Group
- The Bidder who in the first round of e-tendering and in each subsequent round of e-tendering does not act in the manner as described above, or fails to reduce the unit price of each particular Group of the subject of tender minimally by the amount which the Contracting Authority specified **will not**

- **be invited to the next round of e-tendering** for that Group of the subject of the tender
- The Contracting Authority will for the first and each subsequent round of e-tendering, inform the invited bidders of the time for the submission of bids for each Group of the subject of the tender, which shall not be less than twenty (20) minutes
- 5 (five) minutes before the deadline for the submission of bids in the first and each subsequent round of the e-tendering, the Contracting Authority will remind bidders of the imminent expiry of the deadline for submission of tenders
- The Bidder who within the deadline for submission of tenders does not submitted his bid **will not be invited to the next round of e-tendering**
- In each round of e-tendering, prior to the deadline for submission of a bid the bidder may submit one or more bids for each Group of the subject of the tender. In the event that in the same round of e-tendering the bidder submits a number of bids, the final submitted bid will be deemed the valid bid in that round of e-tendering
- A Bidder who in the previous round of e-tendering **offered a unit price which the Contracting Authority in the next round of e-tendering designates as the initial unit price for the Group of the subject of tender**, and if he stands by his bid, shall submit it also in the next round of e-tendering, and confirm the identical offer. Thus, a **Bidder will not be invited to the next round of e-tendering** if he fails to submit his offer, regardless of whether or not he reduces the offered unit price for the Group with respect to that offered in the previous round of e-tendering, and which may correspond to the unit price which the Contracting Authority stated as the initial unit price in the next round of e-tendering for the respective Group of the subject of the tender, or does not confirm the bid in the round of e-tendering in which he received the call
- The e-tendering procedure ends at the moment when all the bidders cease to lower the previously offered unit price in the particular Group of the subject of the tender in prescribed amount
- Upon finishing the e-tendering, the Contracting Authority may decide to send to all the bidders who have submitted valid tenders in the last round of e-tendering for each Group of the subject of the tender, and at the discretion of the Contracting Authority, also to other bidders, participants in the e-tendering, an invitation to participate in a negotiated procurement procedure

First round of e-tendering

- The Contracting Authority will inform via electronic means all capable bidders who submit separately a satisfactory initial bid for a particular Group of the subject of the tender, of the period for commencing the process of e-tendering at least 1 (one) working day prior to the e-tendering procedure
- Initial unit price for:
 - Group 1 amounts to _____ EUR/MWh
 - Group 2 amounts to _____ EUR/MWh
 - Group 3 amounts to _____ EUR/MWh
 - Group 4 amounts to _____ EUR/MWh
- The amount of the submitted offered unit price of each bidder must be reduced with respect to the initial unit price by at least **0.10 EUR/MWh**
- The Bidder who in the first round of e-tendering does not lower the weighted unit price of his bid for each particular Group of the subject of the tender for which he is bidding by **0.10 EUR/MWh** with respect to the initial unit price for that Group, expressed in EUR/MWh, which the Contracting Authority prescribed in the invitation to participate in e-tendering, **will not be invited to the next round of e-tendering** for that Group of the subject of the tender
- The bidder who in the initial bid **offered a unit price which the Contracting Authority in the first round of e-tendering marked as the initial unit price for that Group of the subject of the tender**, if the he remains by his offer, shall submit it also in the first round of e-tendering, i.e. confirm his bid. Thus, a bidder **will not be invited to the next round of e-tendering** if he does not submit his bid, regardless of whether he reduces the offered unit price with respect to the one offered in the

initial offer or not for that Group of the subject of the tender, and which may correspond to the unit price that the Contracting Authority has indicated as initial unit price for that Group of the subject of the tender

Second round and every subsequent round of e-tendering:

- The Contracting Authority submit to the bidders that submitted bids in the first round of the e-tendering, details about the lowest offered unit price for the Group of the subject of the tender in the previous round of tendering and cite the secret username of that bidder for who offered that lowest price
- Bids will be submitted at a time which will be defined in the announcement for each subsequent round of e-tendering
- Where appropriate, tendering will continue into further rounds under the same conditions, except for the deadline within which the bidders are obliged to submit their bids, and concerning which the Contracting Authority will inform the bidders prior to the start of each subsequent round of e-tendering for each particular Group of the subject of the tender.

Criteria for selection of the most favourable bid is the most favourable unit price of gas for each particular Group of the subject of the tender.

If in any round of e-tendering for a particular Group of the subject of the tender, two or more bidders submit an identical unit price for the bid, it shall be deemed that the lowest price offered for that Group will be the that submitted by the bidder whose bid in that round of e-tendering was submitted earlier.

	Group 1 (EUR/MWh)	Group 2 (EUR/ MWh)	Group 3 (EUR/MWh)	Group 4 (EUR/MWh)
Offered unit price				

- The bidder enters the offered price for Group 1, Group 2, Group 3 and Group 4 in the empty fields of the table
- The unit price must include only the values as prescribed in the tender documentation separately for each Group of the subject of the tender
- Before the start of e-tendering, the bidder will receive via email a **table for entering the offered unit prices for the Groups in xls format**

Third round - invitation to participate in a negotiated procurement procedure

After completing the e-tendering, the Contracting Authority may decide to send to all bidders who have submitted a valid bid in the last round of e-tendering separately for each particular Group of the subject of the tender, and at the discretion of the Contracting Authority including other bidders, participants in the e-tendering, an **invitation to participate in a negotiated procurement procedure**.

The Contracting Authority will notify of his decision, whether to hold a negotiated procedure for tendering after the completion of the e-tendering, those bidders that will be invited to the negotiated tender procedure.

The negotiation process may take place in one or more phases.

Upon completion of the last phase of negotiations, the Contracting Authority will seek from the most favourable bidder for each Group of the subject of the tender within the negotiated tender procedure, that they submit within 24 (twenty-four) hours, in a sealed envelope the final binding bid, in the form of a signed and certified bid form for the Group of the subject of the tender and the signed and certified recapitulation form.