**PURCHASER: CROSCO d.o.o.**

Registered office: Ulica grada Vukovara 18, 10 000 Zagreb

Web address: [www.crosco.hr](http://www.crosco.hr)

**Contact person:** Sandra Butajla, Procurement Cell: +385 91 277 1851

E-mail: sandra.butajla@ina.hr

Date: 12/11/2020

**TENDER DOCUMENTS**

Free tendering procedure

Not subject to the Public Procurement Act

Published on: [www.ina.hr](http://www.ina.hr)

**PROCUREMENT SUBJECT**

Microlatex, Dry Microsilica and weighting agent – frame contract

**PROCUREMENT REFERENCE NUMBER**

**EP-272/20/SCIS**

1. **PROCUREMENT SUBJECT**

The subject-matter of procurement is delivery of **Microlatex, Dry Microsilica and weighting agent** (hereinafter referred to as Goods).

1. **TECHNICAL SPECIFICATION**

A more detailed description of the procurement subject is contained in CROSCO Specification 006/2020 SCiS, 007/2020 SCiS and 008/2020 SCiS attached hereto as **Appendix 1a** (hereinafter referred to as: **Technical Specification**).

1. **TYPE, QUALITY, SCOPE OR QUANTITY OF THE PROCUREMENT SUBJECT**
	1. The offered Goods must completely meet the requirements set forth in the Technical Specification.
	2. Tenderers shall offer everything required by the Technical Specification. The minimum tender scope is 1 item.
	3. Tenderers are allowed to submit alternative tenders. An alternative tender is a tender by which a Tenderer makes an alternative proposal for the procurement subject.
2. **PLACE OF DELIVERY**

 The Goods will be delivered at the location of Ivanićko Graberje.

 The delivery of Goods must be offered at DDP/DAP Ivanićko Graberje.

1. **TIME OF DELIVERY**

The Goods will be delivered successivly, according to the written Call Offs, in period of **36 months** from the date of contract signing.

1. **SUBSUPPLIERS**

Tenderers **are obliged to** submit a list of and information about the subsuppliers they intend to engage, along with the type of share and percentage (%) that will be assigned to subsuppliers. Each subsupplier must be adequately trained and must have references for the part of the goods it supplies. Engagement of a subsupplier must not in any way diminish or limit the liability of a tenderer for the segment delivered by the subsupplier.

If a tenderer engages another or a new subsupplier without the written consent of the Purchaser required under the contract, the Purchaser shall have the right to charge a contractual penalty to the tenderer in the amount of 5% of the call off value.

1. **PRICE OF PROCUREMENT SUBJECT**
	1. Tenderers shall specify the unit prices for each item, the total price for each item and the total tender price in numbers and letters at the specified delivery term. The prices shall be expressed in the domestic currency, Croatian Kuna (HRK) (domestic Tenderers) or in a foreign currency EUR/ USD (foreign Tenderers) in accordance with the Bill of Quantities (**Appendix 1b** of the Tender Documents).

All prices / The price shall be expressed **exclusively in the Commercial part of tender.**

* 1. The tender price shall include all costs and discounts without the value added tax; VAT shall be indicated separately after the tender price.

Tenderers guarantee that the prices offered in their final tenders shall be fixed and firm throughout the contracted Goods delivery period, in case their tender is selected by the Purchaser.

The final price may be determined through price negotiations before contract conclusion.

1. **TIME, MODE AND TERMS OF PAYMENT**

Tenderers are required to offer payment within the period not shorter than **60 (sixty)** **days** upon the delivered Goods. Payment shall be effected by remittance.

1. **DRAFT CONTRACT**

The Draft Contract and all of its attachments are enclosed in **Appendix** **5** hereof.

1. **ADDITIONAL CLARIFICATIONS**
	1. All questions arising from any discrepancies, omissions or ambiguities in the contents of the Tender Documents shall be directed to the Purchaser's representative in the following manner:

compiled in one e-mail message and sent to e-mail address: sandra.butajla@ina.hr

no later than 03/12/2020. by 16:00 o'clock, specifying: “Additional clarifications related to procurement subject EP-272/20/SCIS”.

* 1. Copies of the Purchaser's response (including a description of the inquiry, but without identifying the Tenderer that asked the question) shall be sent to all prospective Tenderers that have downloaded the Tender Documents. In order to provide the prospective Tenderers with sufficient time to examine the modifications when preparing their tenders, the Purchaser may extend the deadline for submission of tenders.
	2. Notice of extension of the deadline for submission of tenders shall be sent to all Tenderers that have downloaded the Tender Documents.
	3. Before the deadline for submission of questions set forth in Cl. 10.1., Tenderers may direct their questions exclusively to the contact person specified in Cl. 10.1., within the specified time and in the specified manner. Tenderers are not allowed to contact other INA d.d. and/or CROSCO d.o.o. employees regarding this tendering.
	4. In case Tenderers fail to comply with the rules stipulated in these Tender Documents, they may be disqualified from the tendering.
1. **TENDER VALIDITY PERIOD**
	1. Tenders shall remain valid for no less than 90 (ninety) days from the deadline for submission of tenders.
	2. The Purchaser may reject the tenders whose validity period is shorter than the period specified in Cl. 11.1.
	3. For justified reasons (e.g. modification of the Tender Documents), the Purchaser may request that Tenderers extend the tender validity period and the Tender Guarantee validity period accordingly. If Tenderers refuse such extension, the Purchaser shall have the right to reject their tenders.
2. **LANGUAGE OF TENDER**
	1. Tenders and all clarifications of tenders shall be written in the Croatian / English language.
	2. The Purchaser shall conduct the procurement procedure in the Croatian / English language and all documentation related to the procurement procedure shall be prepared in the Croatian / English language.
	3. In case tenders are submitted in more than one language, the governing language shall be the Croatian language.
3. **GUARANTEES**

**13.1. BID GUARANTEE**

* + 1. The Bid Guarantee shall be submitted in the form of a bank guarantee issued by a bank acceptable for the Purchaser, in the amount of 2% (two percent) of the total tender price.
		2. The text of the Bid Guarantee must be identical to the text set forth in **Appendix 3** hereof.
		3. The Bid Guarantee must be valid until the date of expiration of the tender validity period, which shall include the conclusion of a contract with the selected Tenderer.
		4. If Tenderers agree with the Purchaser’s request to extend the tender validity period, the validity of the Bid Guarantee shall be extended pursuant to the tender validity time extension.
		5. If Tenderers, at the Purchaser’s request, decide to extend the Bid Guarantee validity prior to its expiry date, such decision cannot be conditioned by amendment of the submitted tender.
		6. Each tender that is submitted without a Bid Guarantee shall be rejected by the Purchaser as unacceptable.

**13.2. PERFORMANCE GUARANTEE**

* + 1. The selected Tenderer is obliged to submit a Performance Guarantee in the amount of 10% (ten percent) of the total contract price, within eight (8) days of signing the contract. The text of the Performance Guarantee must be identical to the text set forth in **Appendix 4** hereof.
		2. The basic criteria for accepting a performance guarantee are as follows:
* the issuing bank is acceptable for the Purchaser,
* the text of the guarantee is identical to the text set forth in Appendix 4 of the Tender documents,
* the minimum validity period is 30 days longer than the contracted delivery date or contract validity period, unless otherwise specified in the contract.

1. **FORM AND CONTENT OF TENDER**

**14.1. REGISTRATION OF TENDERERS IN THE E-BIDDING SYSTEM AND CONTENT OF TENDER**

* + 1. Before submitting their tenders, the tenderers are required to complete the pre-screening procedure (fill in the financial, legal, ethics, SD & HSE and technological questionnaires) in the e-bidding system Ariba.

Pre-screening of Tenderers will be considered successful if all questionnaires are properly completed in the e-bidding system Ariba and if all valid and up-to-date documents are uploaded to the e-bidding system Ariba as defined.

In order to participate in the e-bidding procedure, Tenderers are required to perform self-registration at the link in e-mail invitation. Tenderers that are not registered and/or do not complete pre-screening or do not update the registration and pre-screening data in the e-bidding system Ariba within the deadline for submission of tenders may be disqualified from the tendering process.

* + 1. Tenderers shall specify the **name of the procurement subject** in their tenders (documents of tender for **Microlatex, Dry Microsilica and weighting agent**, EP-272/20/SCIS).
		2. Tenders shall be prepared in two separate parts:

1. Technical part

2. Commercial part

andsimultaneously uploaded to the e-bidding system Ariba as separate documents in the manner stated in Cl. 15. of these Tender Documents.

* + 1. Tenderers may only submit one tender (however, before the deadline for submission of tenders, tenderers may modify their tenders, delete the uploaded tenders or upload a new tender).

**14.2. TECHNICAL PART OF TENDER**

**The Technical part of tender** has to be prepared in accordance with the requirements of the Technical Specification **(Appendix 1a)** and **must not include the price in any of its parts.**

The Technical part of tender must include the following:

* + 1. Completed Tender form, attached hereto as **Appendix 2a.**
		2. List of all integral parts and/or attachments of tender.
		3. Technical specifications, technical documentation, statements, drawings, photographs, sketches, samples etc., if any (submitted at the choice of Tenderers if not defined otherwise).
		4. Evidence of technical and professional ability:
1. Tenderer's references
2. List of subsuppliers pursuant to Cl. 6 of these Tender Documents (if any, if not – it has to be indicated that subsuppliers will not be engaged). Evidence of subsuppliers’ technical and professional ability must also be provided and submitted with the tender if subsuppliers are to be engaged. It is also necessary to specify the percentage of work that will be assigned to subsuppliers in relation to the tender value.
3. MSDS fulfilled according to required by Technical specification
4. **SAMPLES of the offered chemicals for testing at least 5 kg. Samples should be delivererd to the following address:**

**CROSCO d.o.o.**

**Industrijska cesta 1**

**Laboratorij cementacija**

**10 310 Ivanić Grad**

**Attn: Ms. Carla Ključarić**

* + 1. Completed REACH and CLP Compliance Declaration attached hereto as **Appendix 1c,** which makes an integral part of these Tender Documents**.**
		2. Other documentation required by these Tender Documents.

**14.3. COMMERCIAL PART OF TENDER**

**The Commercial part of tender** must include the following:

* + 1. Filled in Tender form, attached hereto as **Appendix 2b**.
		2. Filled in Bill of Quantities with unit prices and total price of tender in **Appendix 1b.**
		3. Bid Guarantee in accordance with Cl. 13.1. of Tender Documents. The Bid Guarantee should be uploaded to the e-bidding system Ariba, while the original should be delivered to the following address:

INA - Industrija nafte, d.d.

Procurement

Attn. Sandra Butajla

Avenija Većeslava Holjevca 10

 10 020 Zagreb

**Note:** The original of the Bid Guarantee may be received after the deadline for submission of tenders in a closed plastic file folder and it must not be damaged (stapled, perforated, etc.) in any way.

* + 1. Power of attorney (confirming the right of the natural person to act on behalf of the tenderer) if the tender is signed by a person who is not registered in the relevant register as the person authorised to represent the company.
		2. The most recent audited financial statements prepared in accordance with the applicable financial reporting standards (IFRS, \*\*\*…).
		3. Certificate of tax debt and/or other public debts issued by the competent tax authority.
		4. BONPLUS for the same period as the most recent audited financial statement.
		5. Tenders which do not include all data and all documents required herein may be rejected

 by the Purchaser as unacceptable.

* + 1. Tenderers shall bear all costs related to their participation in the tendering (the cost of preparing and submitting the tender, the cost of bank guarantees, etc.).

14.3.10.Statement that the Tenderer has read and fully accepted the provisions of the attached Draft Contract (**Appendix 5** hereof).

1. **MANNER, TIME AND PLACE FOR SUBMISSION AND OPENING OF TENDERS**
	1. **MANNER OF SUBMISSION OF TENDERS**

Tenders shall be uploaded to the e-bidding system Ariba.

The commercial and the technical part of tender shall be submitted separately. Each of the two parts of tender must be attached separately, clearly indicating which part of the tender is inside:

Technical part of tender for subject **Microlatex, Dry Microsilica and weighting agent** **– EP-272/20/SCIS**

Commercial part of tender for subject **Microlatex, Dry Microsilica and weighting agent** – **EP-272/20/SCIS**

**15.2. DEADLINE FOR SUBMISSION OF TENDERS**

* + 1. Tenders have to be submitted to the Purchaser **no later than 08/12/2020., by 16:00 o’clock.**
		2. In justified cases, the Purchaser reserves the right to extend the deadline for submission of tenders.
		3. Tenderers shall bear the risk of late submission of their tenders.

**15.3. OPENING OF TENDERS**

Tenders shall be opened by the Purchaser's authorised persons without the presence of the Tenderers' representatives, i.e. there will be no without public opening of tenders. After the deadline for submission of tenders, tenders shall be binding for the Tenderers.

1. **TENDER SELECTION CRITERIA**
	1. The Purchaser shall compare and evaluate the received tenders and establish which tenders are acceptable.
	2. The Purchaser shall conduct negotiations with the tenderers whose tenders were evaluated as acceptable, and select the tender with the lowest price as the most favourable.
	3. The Purchaser will timely notify all Tenderers of the time and method of negotiations.
	4. The Purchaser reserves the right, at its sole discretion, to modify the tendering at any time, to negotiate with one or several prospective Tenderers, to select one or several Tenderers or to cancel the tendering at any moment without specifying the reasons for it.

The Purchaser will notify all Tenderers of the results of tendering.

1. **ACCEPTANCE OF THE INA GROUP CODE OF ETHICS**

Statement of acceptance of the INA Group Code of Ethics, available on the official website of INA d.d. ([Code of Ethics](http://www.ina.hr/UserDocsImages/ina_kodeks_en/ina%20group%20code%20of%20ethics-web.pdf)) makes an integral part of **Appendix 2a** and forms an integral part of the tender.

1. **CONFIDENTIALITY**

18.1. By participating in this tendering, Tenderers undertake to maintain data confidentiality as specified in this provision, and they especially undertake to keep confidential all documents and information they will receive or obtain as participants in this procurement procedure referring to the tendering or the Purchaser (hereinafter: confidential information) and they will not disclose them or make them available to third parties or use them for any purposes outside the scope of this tendering.

The obligation to maintain data confidentiality shall not apply to the following information:

* information which is in the public domain, or subsequently becomes publicly known,
* information which was in the tenderer’s possession before participating in the procurement procedure, in respect of which the tenderer is not bound by the obligation of confidentiality,
* information which the tenderer received from a third party that is not bound by the obligation of confidentiality,
* information which is made public or disclosed pursuant to the law, stock-exchange regulations or by order of some other competent body to the extent prescribed by law for such disclosure.
	1. Tenderers and the Purchaser have the right to disclose confidential information, without previous written consent of the other party, to their affiliated companies, i.e. the persons providing financial, accounting, consulting, insurance or other similar financial or legal services to the extent such disclosure is necessary for conducting this tendering. However, prior to disclosure of confidential information to the specified persons, the disclosing party must ensure compliance of each such person with the confidentiality obligation contained herein in terms of form and content. “Affiliated Company” shall mean any company or legal entity which controls or is controlled by a contracting party, or which is controlled by a legal entity which controls the contracting party. “Control” shall mean
1. the ownership or control (direct or indirect) of more than fifty percent (50%) of the share capital and voting rights of the relevant company or legal entity,
2. the power to direct the casting of more than fifty percent (50%) of the votes exercisable at general assembly meetings of the relevant company or legal entity on all, or substantially all, matters;
3. the right to appoint or relieve directors of the relevant company or legal entity holding a majority of the voting rights at meetings of the board on all, or substantially all, matters, and/or
4. the right to exert influence over the relevant company or legal entity based on a contract or other legal relationship

The party which illicitly makes available the information that is deemed confidential under this provision shall be responsible to the other party for the suffered damages.

The obligation to maintain data confidentiality shall remain in force for two (2) years after cessation of validity, i.e. termination of this tendering.

1. **PERSONAL DATA PROTECTION**

Tenderers are aware that the Purchaser has the right to use the personal data of the persons provided in their tenders for the purpose of conducting the procurement procedure in question, and that, in this regard, the Purchaser is considered a Data Controller in accordance with the General Data Protection Regulation (EU) 2016/679. By participatingin this tendering, Tenderers declare that they are familiar with the Purchaser’s Personal Data Protection Policy (hereinafter: Privacy Policy), which is published on the official website of INA - INDUSTRIJA NAFTE, d.d. at the following link: <https://www.ina.hr/privacy-policy>.

Tenderers are obliged to inform the persons whose personal data are provided in their tenders about the Purchaser’s Privacy Policy.

1. **OTHER**
	1. By participating in the tendering process, Tenderers acknowledge and agree that the award decision (Supplier Selection document) made by the Purchaser in the procurement procedure does not bind the Purchaser’s to conclude a contract between the Purchaser and the selected tenderer. A binding contractual relationship between the Purchaser and the selected tenderer shall only occur in case a written contract is signed by and between the Purchaser and the selected tenderer, and such contract shall replace all previous written and oral agreements and results of the negotiations. The award decision serves solely as information to all Tenderers about the most favourable tender / tenderer in the procurement process in question.
	2. If, upon receipt of the award decision (Supplier Selection document), the selected tenderer refuses to sign the contract or does not respond to the Purchaser’s call for signing the contract, it will be deemed that the tenderer has unjustifiably withdrawn its binding offer. In this case, the Purchaser shall have the right to activate the tenderer’s bid guarantee and to invite the next ranked tenderer to conclude the contract, or to cancel the tendering in question if none of the next ranked tenderers wish to conclude the contract with the Purchaser based on their tenders.

**Appendix 1a**

**Technical Specification/ no. EP-272/20/SCIS**

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**Appendix 1b**

**Bill of Quantities no. EP-272/20/SCIS**



**Appendix 1c**

Declaration of conformity to the REACH / CLP Regulation

**Please fill in the following questionnaire to provide us detailed information on the registration of the product below according to REACH Regulation (Regulation EC No. 1907/2006 of the European Parliament and the Council of 18 December 2006) and CLP Regulation (Regulation EC No. 1272/2008 of the European Parliament and the Council of 16 December 2008):**

* Name of the product: ………………………....
* Name of the manufacturer / importer / supplier mentioned in section 1.3 Safety - Data Sheet (SDS) of the product:.........................................

Related EC / CAS numbers:

EC No.: 1. ……………… CAS No.: 1. ………………

 2. ……………… 2. ………………

 3. ……………… 3. ………………

1. **Do you guarantee that the substances which are contained in the product above and require registration are registered by your company or your manufacturer / importer / supplier / only representative?**

🞏 Yes:

1. EC no.: ………………… Registration number: ……………………………………

2. EC no.: ………………… Registration number: ……………………………………

3. EC no.: ………………… Registration number: ……………………………………

4. EC no.: ………………… Registration number: ……………………………………

🞏 No, because ………………………………………....................................(specify reason)

1. **According to Article 33. (1) of REACH Regulation, in case of any product containing SVHC (Substances of Very High Concern) listed on the “Candidate list” or in Annex XIV of REACH in a concentrations exceeding 0.1 % w/w, supplier shall provide the recipients with sufficient information, available to the supplier, to allow safe use of the article. As a minimum the name of the SVHC shall be provided.**

**According to Article 56. (1) of REACH Regulation, the substances that are included in Annex XIV shall not be placed on the market or shall not be used, unless the specific provisions of REACH are met (authorisation or exemption from the authorisation).**

**Please confirm that none of the listed substances is used in the product you are currently offering to INA, d.d.**

🞏 I confirm that none of the listed substances is used in the offered product.

🞏 The following listed substances are used in the offered product:

1. Name: ……………………… EC no.: ……………………. Quantity: ……… % w/w

2. Name: ……………………… EC no.: ……………………. Quantity: ……… % w/w

1. **Please confirm that you will provide INA with the latest updated edition of the Safety Data Sheet in line with Article 31. (9) of the REACH Regulation?**

🞏 Yes, we will provide new, updated edition of the SDS which is fully in line with the REACH Regulation, and the new SDS will be sent in case of any update.

🞏 No, we do not have yet the updated SDS which is fully in line with the REACH Regulation. We will compile the SDS which is fully in line with REACH Regulation until …………..………. the latest.

1. **Do you guarantee that the substances which are contained in the product above and require notification according to CLP Regulation have been notified by your company or by your upstream supplier?\***

**🞏** Yes

1. EC No.: …………………Notification No.: …………………………………………
2. EC No.: …………………Notification No.: …………………………………………
3. EC No.: …………………Notification No.: …………………………………………
4. EC No.: …………………Notification No.: …………………………………………

**🞏** No, because: ………………………………………………………………..(specify reason)

*(\*This question is relevant only in case substance was not registered according to REACH Regulation, Annexes IV and V (with reference to item 1)*

1. **If you cannot fill in any of the above fields (items no. 1 – 4), due to the reason that you or your supplier in the same supply chain considers required information as business confidential information, can you please confirm that the above product supplied by your Company has been registered according to REACH Regulation and/or notified according to CLP Regulation by your Company or another party in the same supply chain?**

🞏 Yes

🞏 No

/Date/ ………………………………...........................

Name and Surname:...............................................

Company:..................................................................

 **Appendix 2a**

 **TENDER FORM – Technical part of tender**

|  |  |
| --- | --- |
| **Information about the Tenderer:**  | **Tender data:**  |
| Name of Tenderer:  | Tender number: |
| Address/Registered office: | Date of Tender: |
| Telephone No: | Tendering No: EP-272/20/SCIS |
|  |  |
| Contact person:  |  |
| E-mail: |  |
| Status in the tax system: (only for domestic Tenderers)  |  |
| VAT ID No:  |  |

1. Procurement subject: **Microlatex, Dry Microsilica and weighting agent**
2. Delivery term:
3. Name of manufacturer and country of origin:
4. Tenders shall remain valid for a period of 90 (ninety) days from the deadline for submission of tenders.
5. The Goods will be delivered successivly, according to the written Call Offs, in period of **36 months** from the date of signing contract at the location of Ivanićko Graberje.
6. We declare that we comply with the requirements of Technical Specification No. 006/2020SCiS, 007/2020SCiS and 008/2020SCiS **(Appendix 1a)**, which forms an integral part of these Tender Documents.
7. By understanding these Tender Documents, we, the undersigned, declare that we accept all terms and conditions of this tendering.
8. We hereby confirm that we will deliver all documents/certificates with the goods, as requested in the Tender Documents.
9. We hereby agree and consent to having our company visited by CROSCO d.o.o. quality management experts and SD & HSE experts in our registered office or at the location for evaluation purposes, according to a predetermined methodology and on predefined dates.
10. By understanding the **INA Group Code of Ethics** available on the official INA, d.d. website, link: [Code of Ethics](http://www.ina.hr/UserDocsImages/ina_kodeks_en/ina%20group%20code%20of%20ethics-web.pdf) we, the undersigned, declare that we accept the terms and conditions set forth therein and the content thereof.
11. We declare that we have the legal, business, financial, technical and human resource capacity and fulfil all the conditions necessary for the performance of the contract.
12. If our Tender is accepted, we will, immediately upon receipt of the award decision (Supplier Selection document), submit the Manufacturer’s Safety Data Sheet in the Croatian language, filled in as prescribed by Regulation (EC) No. 1907/2006 (REACH), Regulation (EC) No. 1272/2008 (CLP) and Regulation (EU) No. 2015/830, and registered in the SDS Register of Chemicals of the Croatian Institute of Public Health, Department for Toxicology (CIPH).
13. We hereby certify that the above statements are true and correct and undertake to notify your company of any changes related to this Technical part of tender.

 Name, surname and function of duly authorised person

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature of duly authorised person

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Official company stamp)

**Appendix 2b**

 **TENDER FORM – Commercial part of tender**

|  |  |
| --- | --- |
| **Information about the Tenderer:**  | **Tender data:**  |
| Name of Tenderer:  | Tender number: |
| Address/Registered office: | Date of Tender: |
| Telephone No: | Tendering No: EP-272/20/SCIS |
| Telefax No: |  |
| Contact person:  |  |
| E-mail:Contract signing authority (name, surname and function): |  |
| Status in the tax system: (only for domestic Tenderers)  |  |
| VAT ID No: Country of bank:Name of bank:Bank address: SWIF/BIC/ABA:IBAN:  |  |

1. Procurement subject-matter: **Microlatex, Dry Microsilica and weighting agent**
2. Total price of tender: HRK/EUR/USD....................................... (in letters: ......................................).

VAT is not included in the price.

Unit prices and total price of each offered item are stated in the Bill of Quantities **(attached hereto as Appendix 1b)** which makes an integral part of tender.

1. Separately expressed VAT: HRK/EUR/USD................................................. (in letters:..................................)

(VAT rate: \*\* %)

If VAT is not calculated, the invoice must specify which Article of the VAT Act represents the basis for exemption.

1. Unit prices of the Goods are fixed and firm and cannot be changed on any basis throughout the contracted period.
2. Time and place of delivery: successively in a period of 36 months, days from receipt of Call off at the location of Ivanićko Graberje. Delivery term: .
3. Tenders shall remain valid for a period of 90 (ninety) days from the deadline for submission of tenders.
4. We hereby declare that we accept payment within 60 (sixty) days from the date of Goods delivery, which shall be verified by Takeover Report (Receipt).
5. We declare that we accept price negotiations (including a possible e-bidding procedure).
6. In case our Tender is accepted, we will provide the Performance Guarantee in accordance with Cl. 13.2. of these Tender Documents.
7. In case our Tender is accepted, we will provide the Certificate of Guarantee for delivered Goods, in accordance with Art. 6 of the enclosed Draft Contract. Guarantee period: .
8. We declare that we have the legal, business, financial, technical and human resource capacity and fulfil all the conditions necessary for the performance of the contract.
9. We hereby declare that we are duly registered to perform the activities that are the subject-matter of procurement. As evidence, we attach document (for foreign suppliers: document that is equivalent to registration in the court, trade, professional or other appropriate register).
10. We hereby certify that the above statements are true and correct and undertake to notify your company of any changes related to this Commercial part of tender.
11. We declare that we accept the Draft Contract text from the attachment.

 Name, surname and function of duly authorised person

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature of duly authorised person

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Official company stamp)

**Appendix 3**

<Bank name, address, OIB> (hereinafter: Guarantor) by order and on behalf of <Supplier name, address, OIB> (hereinafter:Principal), and in favour of CROSCO d.o.o., Ulica grada Vukovara 18, 10000 Zagreb, OIB 15538072333 (hereinafter: Beneficiary) hereby issues the following:

**BID GUARANTEE No. \_\_\_\_\_\_\_\_\_\_\_\_**

1. It is determined that the Principal is participating as a bidder in the tendering process <type in the procurement reference number and subject of tendering> with bid no. <type bid number> dated <dd.mm.yyyy> (hereinafter: Bid).
2. Guarantor hereby unconditionally and irrevocably, and without protest, undertakes to pay Beneficiary, upon receipt of Beneficiary’s first written claim, any amount or amounts not exceeding the amount of

***type in amount and currency***

(in words: \_\_\_\_\_\_\_\_\_ and 00/100 <*type in currency>*)

if Principal:

* recalls, amends, or withdraws its Bid during the period of Bid validity; or
* upon acceptance of its Bid by you during the period of Bid validity fails or refuses to sign the Contract; or
* fails or refuses to furnish the performance guarantee in accordance with the terms and conditions laid down in the Tendering documents; or
* in any way whatsoever severely violates the rules of competition (submits false information, refuses to extend Bid validity, fails to furnish security, submits inadequate evidence of capacity).
1. This Guarantee shall enter into force on the date on which it is issued and remain valid until <type in date as dd.mm.yyyy>.
2. Any demand submitted by Beneficiary is to be signed by its duly authorised representatives and presented to Guarantor within its validity at the address <type in address>. In each demand, Beneficiary must specify one of the above circumstances due to the occurrence of which it is claiming payment of the given amount. Obligations under this Guarantee will automatically be reduced by any amount paid to Beneficiary by Guarantor. Demand is also acceptable if transmitted within its validity to the Bank by authenticated SWIFT message confirming that Beneficiary's original claim has been sent to the Bank by courier service or registered mail and that Beneficiary’s signature(s) thereon are authentic and fully comply with specimen signatures.
3. Regardless of whether or not this Guarantee has been returned to Guarantor, this Guarantee will automatically terminate upon its expiration.
4. This Guarantee is transferrable only with the written consent of Guarantor.
5. Any disputes arising out of or in relation to this Guarantee shall be settled by arbitration in accordance with the applicable Rules of Arbitration of the Permanent Arbitration Court of the Croatian Chamber of Commerce (Zagreb Rules). The number of arbitrators shall be 3 (three). Croatian substantive law shall be applied. The official language of the arbitration proceedings shall be Croatian. The arbitration proceedings shall take place in Zagreb.

<Place and date dd.mm.yyyy>

Signed and sealed by Guarantor <Guarantor’s signature and seal>

**Appendix 4**

<Bank name, address, OIB> (hereinafter: Guarantor) by order and on behalf of <Supplier name, address, OIB> (hereinafter:Principal), and in favour of CROSCO d.o.o., Ulica grada Vukovara 18, 10000 Zagreb, OIB 15538072333 (hereinafter: Beneficiary) hereby issues the following:

**PERFORMANCE GUARANTEE No. \_\_\_\_\_\_\_\_\_\_\_\_**

1. It is determined that Principal has entered into Contract No. <type in contract number> dated <dd.mm.yyyy> with Beneficiary, for the execution of <type in subject of contract> (hereinafter: Contract). According to the conditions of the Contract, Principal has undertaken to submit to Beneficiary a performance guarantee against breach of its obligation under the Contract, amounting to <type in amount and currency>.
2. Guarantor hereby unconditionally and irrevocable, and without protest, undertakes to pay Beneficiary, upon receipt of Beneficiary’s first written demand, any amount or amounts not exceeding the amount of

**<type in amount and currency>**

(in words: \_\_\_\_\_\_\_\_\_ and 00/100 <type in currency>)

without Beneficiary having to produce evidence with regard to its demand or amount indicated herein.

1. This Guarantee shall enter into force on the date on which it is issued and remain valid until <type in date as dd.mm.yyyy>.
2. Any demand submitted by Beneficiary is to be signed by its duly authorised representatives and presented to Guarantor within its validity at the address <type in address>. Obligations under this Guarantee will automatically be reduced by any amount paid to Beneficiary by Guarantor. Demand is also acceptable if transmitted within its validity to the Bank by authenticated SWIFT message confirming that Beneficiary's original demand has been sent to the Bank by courier service or registered mail and that Beneficiary’s signature(s) thereon are authentic and fully comply with specimen signatures.
3. Regardless of whether or not this Guarantee has been returned to Guarantor, this Guarantee will automatically terminate upon its expiration.
4. This Guarantee is transferrable only with the prior written consent of Guarantor.
5. Any disputes arising out of or in relation to this Guarantee shall be settled by arbitration in accordance with the applicable Rules of Arbitration of the Permanent Arbitration Court of the Croatian Chamber of Commerce (Zagreb Rules). The number of arbitrators shall be 3 (three). Croatian substantive law shall be applied. The official language of the arbitration proceedings shall be Croatian. The arbitration proceedings shall take place in Zagreb.

<Place and date dd.mm.yyyy>

Signed and sealed by Guarantor < Guarantor’s signature and seal>

 **Appendix 5**

**\_\_\_\_\_\_\_**

**(BUYER’s File Ref. No.)**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(SELLER’s File Ref. No.)**

**DRAFT CONTRACT**

**EP-272/20/SCIS**

**Concluded by and between:**

**CROSCO d.o.o.**

Ulica grada Vulovara 18, 10 000 Zagreb

OIB: 15538072333

(hereinafter referred to as: **BUYER**)

**and**

Name: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Address: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

VAT ID No.: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Name of bank(s) and account number(s) (IBAN): **\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(hereinafter referred to as: SELLER)

# Article 1

# SUBJECT OF THE FRAME CONTRACT

The subject of this Frame Contract is the delivery of *............................... (name of goods)* (hereinafter referred to as: Goods). The SELLER undertakes to deliver the Goods in accordance with the provisions of this Frame Contract, General Terms and Conditions for the Procurement of Goods in INA Group companies (hereinafter referred to as: GTC) and other documents that make an integral part of the Frame Contract and are stipulated in the “Integral parts of the Frame Contract“ provision hereof.

The Parties agree that this contract is deemed a frame contract, as the BUYER is not obliged to order/buy any type or quantity of the Goods during the validity of this contract.

Binding quantities of the Goods shall be bought by the BUYER on the basis of Call Offs issued to the SELLER in accordance with the GTC. The SELLER is obliged to deliver the type and the quantity of the Goods according to the issued Call Offs.

# Article 2

# PRICE

Unit prices of the Goods and possible discounts are set forth in the Bid / Bill of Quantities and are fixed/unchangeable on any legal basis during the validity of the Frame Contract, regardless of the amount of the Goods purchased by the BUYER from the SELLER based on this Frame Contract.

The actual price to be paid by the BUYER for the purchased Goods will result from the issued Call Offs.

# Article 3

# INVOICING AND PAYMENT

After the delivery of the Goods, the SELLER will issue an invoice to the BUYER in accordance with the GTC.

Payment due date is 60 (sixty) days from the date of handover specified on the handover document signed by both Parties.

The BUYER shall effect payment in favour of the SELLER's bank account indicated in the invoice and in the preamble to this Frame contract.

The Parties specifically agree that the name(s) of the bank(s) and the number(s) of the account(s) (IBAN) indicated in the preamble to this Frame contract may be changed by means of a Statement issued by the SELLER's authorized person, using the form attached as Appendix no. 5 of the Contract. Such Statement will be considered as an integral part of the Frame Contract, and shall enter into force upon its receipt by the BUYER. The SELLER is obliged to submit the signed Statement to the BUYER within 5 working days from the date of modification of the bank(s) name(s) and account number(s) (IBAN) via the persons and e-mail addresses specified in Article 9- OFFICIAL COMMUNICATION.

The BUYER reserves the right to set off the matured debt owed by the SELLER.

The invoice must be addressed to:

CROSCO d.o.o.

Ulica grada Vukovara 18

10 000 Zagreb

The original of the invoice must be delivered to the following address:

CROSCO d.o.o.

p.p. 66

10 002 Zagreb

# Article 4

# DELIVERY TIME AND PLACE / DELIVERY TERM

The SELLER shall deliver the Goods in accordance with the schedule determined by the BUYER in its Call Offs, during the Frame Contract validity period.

The Goods will be delivered in the period of \_\_\_\_\_\_\_days from the date of Call Off receipt on \_\_\_\_\_\_\_\_\_ delivery term.

Minimum delivery quantity is\_\_\_\_ kg.

# Article 5

**PACKAGING, SHIPMENT AND HANDOVER OF THE GOODS**

Packaging: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The SELLER shall effect shipment according to the shipping instructions received from the authorized forwarding agent \_\_\_\_\_\_\_\_\_\_\_\_\_\_, tel. no. \*\*385 \_\_\_\_, e-mail: \_\_\_\_\_.

Upon receipt of the shipping instructions, the SELLER is obliged to notify the BUYER and the forwarding agent about the readiness of the Goods for delivery and about all other details relating to the delivery.

The SELLER shall send the Dispatch Note to the BUYER by e-mail immediately after the shipment has been effected.

During the handover, the SELLER is obliged to enclose the following documents with the Goods:

* Invoice
* Dispatch Note
* Transport documents (CMR, RWB, AWB)
* Warranty card
* Packing list
* Certificate of quality and other required documents
* Safety Data Sheet (SDS)

# Article 6

# WARRANTY (GUARANTEE)

The SELLER guarantees for the correctness of the Goods, in accordance with the GTC during the guarantee/warranty period of from the date of orderly handover of the Goods.

# Article 7

# PERFORMANCE GUARANTEE

The SELLER shall, within eight (8) days from the effective date of this Frame Contract, submit to the BUYER a bank guarantee by which it guarantees for good performance of the Contract. Good performance implies fulfilment of all obligations the SELLER has under this Frame Contract.

The Performance Guarantee shall be made out to the amount of 10% (ten per cent) of the total contracted price*,* with the bank’s liability to pay within no later than 8 (eight) days upon receiving the BUYER’s first written demand. The Performance Guarantee must be “upon first demand”, “without cavil or argument”, “unconditional” and “irrevocable”, i.e. its content must comply with the text of the Performance Guarantee Form which makes an integral part hereof, and it must cover all of the SELLER’s obligations under this Frame Contract. The Performance Guarantee must be issued by a bank acceptable for the BUYER and must be valid 30 days longer than the Frame Contract validity period, including the warranty periods.

In case the SELLER fails to submit the Performance Guarantee to the BUYER within the time determined in paragraph 1 and in accordance with the content of this Article, i.e. if the guarantee is not issued by the bank acceptable for the BUYER, the condition for termination of the Frame Contract on the BUYER’s part will be deemed to be fulfilled.

In the event of extension of the Frame Contract validity period and/or increase of the total amount of this Frame Contract, the SELLER shall extend the validity of the Performance Guarantee pursuant to the extended validity of the Frame Contract and/or increase the amount in accordance with the increased total amount of the Frame Contract and submit such a Performance Guarantee to the BUYER no later than 8 (eight) days from the date of signing an Annex to the Frame Contract regulating the extension of the Frame Contract validity period and/or increase of the total amount of the Frame Contract, but no later than 8 (eight) days before expiry of the original guarantee validity period, whichever occurs first. In case the SELLER fails to comply with the provisions of this paragraph, the BUYER shall have the right to activate the Performance Guarantee.

# Article 8

# HEALTH, SAFETY AND ENVIRONMENTAL PROTECTION REQUIREMENTS

The Parties agree that the SD & HSE Annex to the Contract (Appendix 2) which regulates the occupational health, safety and environmental protection rules in INA Group makes an integral part of this Frame Contract.

The Parties agree that the BUYER has the right to impose penalties on the SELLER as set forth in the SD & HSE Annex (hereinafter referred to as: Penalties).

The penalties shall be charged separately according to the method for charging liquidated damages, as stipulated in Article 13 of the GTC.

# Article 9

# OFFICIAL COMMUNICATION

All official notices may be executed solely in accordance with the GTC.

Contact persons for official communication:

BUYER’s contact person for technical issues: name and surname ( .................................@ina.hr)

BUYER’s contact person for commercial issues: will be indicated on the individual Call Off.

SELLER’s contact person: name and surname ( .................................@.............)

SELLER is obliged in case of change any of the master data such as:

* address,
* phone number, mobile phone number, e-mail
* the name of a legal entity,
* an authorized representative of SELLER,
* change of status of a legal person,

submit within 48 (forty-eight) hours to the BUYER e-mail - contact person for commercial issues.

SELLER accepts all consequences, risks and/or costs that may arise from omission in the fulfilment of the above-mentioned obligation, including, but not limited to, all memos and notices sent to the SELLER to the address archived in BUYER’s record file. Changes to the above data are not considered as modifications to the Frame contract and do not require the conclusion of the Annex to the Frame contract.

# Article 10

# MODIFICATIONS AND AMENDMENTS TO THE SPECIFICATION

The Parties specifically state that the modifications of items and/or quantities of the Goods from the Bid / Bill of Quantities (provided they do not result in an increase in the Frame Contract value or a material change of the subject of the Frame Contract) may be made in such a way that the authorized person of the BUYER makes a Statement according to the form contained in Appendix 4 of the Frame Contract. Such Statement shall be considered an integral part of the Frame Contract and shall enter into force upon being signed by the SELLER. The SELLER is obliged to submit the signed Statement to the BUYER within 10 days or notify the BUYER that it rejects the Statement, in the same period.

In the event that the value of the Frame Contract is increased due to the modifications of items and/or quantities of the Goods from the Bid / Bill of Quantities or due to contracting of additional, new items of the Goods, such modification may be made exclusively by means of concluding a special Annex to this Frame Contract, which will be signed by authorized representatives of both Parties.

# Article 11

# REACH CLAUSE

The SELLER warrants to fulfil all compulsory obligations as prescribed in Regulation (EC) No. 1907/2006 of the European Parliament and of the Council concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (hereinafter: “REACH Regulation and in Regulation (EC) No. 1272/2008 of the European Parliament and of the Council concerning the classification, labelling and packaging of substances and mixtures (hereinafter: “CLP Regulation”) in line with the applicable deadlines set out in the REACH Regulation and CLP Regulation. SELLER shall supply Products to BUYER only in compliance with REACH Regulation and CLP Regulation. SELLER has provided a written declaration on information concerning REACH Regulation and CLP Regulation in connection with the Product, Parties shall enclose the declaration to the Frame contract as Appendix No. 3 . SELLER shall notify BUYER on any changes in the data written in the declaration during the Frame contract is in effect.

SELLER shall enclose to the Goods Manufacturer’s Safety Data Sheet (SDS) in the Croatian language, filled out according to the amended Annex II of REACH Regulation published by the European Commission as Commission Regulation (EU) No. 2015/830. (In addition, SELLER is obliged to submit SDS from the Register of Chemicals of the Croatian Institute of Public Health, Department for Toxicology (CIPH) and confirmation of SDS’s acceptance into the Register of Chemicals of CIPH in accordance with the Chemical Act. )

SELLER is obliged to label the packaging in accordance with Title III of the CLP Regulation. The label on the packaging should contain information that allow identification of the substance or mixture and must be identical to the safety-data sheet complied in accordance with Article 31 of the REACH Regulation. The label shall be written in the Croatian language. SELLER may use more languages on their labels than those required by the Member States, provided that the same details appear in all languages used.

If, due to any reasons, obligations of the SELLER deriving from REACH Regulation and CLP Regulation are not fulfilled as set out in the REACH Regulation and CLP Regulation, the performance shall not be deemed as being in conformity with the Frame contract, and (without prejudice to other rights) BUYER shall be entitled to refuse the acceptance of the product and/or to terminate (cancel) the Frame contract with immediate effect, and SELLER shall be liable for all damages caused to BUYER. This includes also the reimbursement of damages caused by providing false information on the Safety Data Sheet.

In case BUYER terminates or cancel the Frame contract with immediate effect with the cause of breaching above obligations arising out of REACH Regulation and CLP Regulation, SELLER shall transport all products from BUYER, which were previously delivered to BUYER and which do not fulfil all requirements of REACH Regulation and CLP Regulation. SELLER shall also reimburse all costs incurred by BUYER in relation with such products, including but not limited to delivery and storage costs.

# Article 12

# EFFECTIVENESS AND VALIDITY OF THE FRAME CONTRACT

The Parties agree that the Frame Contract becomes effective and produces legal effects upon being signed by authorized representatives of both Parties and is concluded for a period of 36 months. In case the Parties have signed the Frame Contract on different dates (date above the place foreseen for signing of this Frame Contract), the Frame Contract will be deemed to be concluded on the later date.

By signing the Frame Contract, the SELLER declares that it has been made familiar with the content of the GTC (Appendix 1 hereof) and that it fully accepts it.

# Article 13

**INTEGRAL PARTS OF THE CONTRACT**

The integral parts of this Contract are the following:

Appendix 1: General Terms and Conditions for the Procurement of Goods in INA Group companies (GTC) which can be found on the official website of INA – INDUSTRIJA NAFTE, d.d.; link: [General Terms and Conditions for the Procurement of Goods in INA Group companies](http://www.ina.hr/UserDocsImages/javna_nadmetanja/2017/GTC_Goods_final.pdf)

Appendix 2: Health, safety and environmental protection requirements

Appendix 3: Bid / Bill of Quantities

Appendix 4: Statement of modification of the bill of quantities / bid

Appendix 5: Statement form

Appendix 6: Performance Guarantee form

Appendix 7: REACH declaration

Appendix 8: Safety Data Sheet (SDS)

# Article 14

# PRIORITY

If there is any collision between the provisions of this Contract and its integral parts, the following priority will apply in interpretation of the real will of the Parties:

1. Call Off
2. Frame Contract
3. General Terms and Conditions for the Procurement of Goods in INA Group Companies
4. Bid / Bill of Quantities

# Article 15

**PROVISIONS ON PERSONAL DATA PROCESSING**

When processing personal data, the Parties shall comply with the rules of Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter referred to as: General Data Protection Regulation or GDPR) and the applicable Law on Implementation of the General Data Protection Regulation.

Based on this Frame contract, both Parties are deemed to be Controllers in respect of the personal data of contact persons in this contract. The Parties shall process the following contact data: name, e-mail address, telephone number, signature and CV in case it is submitted to prove the professional competencies required for the performance of the contract.

The Parties declare that their Privacy Notices comply with the General Data Protection Regulation, and agree that the contact persons, as data subjects, have to be informed about their respective Privacy Notices.

If the employees or any other natural persons having a legal relationship with the SELLER or with any other legal entity having a legal relationship with the SELLER have access to CROSCO’s business premises for the purpose of performing the Contract and their personal data are transferred to CROSCO d.o.o. in advance prior to entering CROSCO’s premises, the SELLER shall inform such persons about CROSCO’s Privacy Policy prior to transferring their data to CROSCO d.o.o.

CROSCO’s Privacy Notices are available at the following link: <https://www.crosco.hr> .

At the request of either of the Parties, the other Party shall demonstrate its Privacy Notice at the time of data transfer.

# Article 16

**COPIES OF THE CONTRACT**

This Frame Contract has been drawn up in \_\_\_ identical copies of which the BUYER shall retain \_\_\_\_ copies and the SELLER shall retain \_\_\_\_ copies.

In \_\_\_\_\_\_\_\_\_\_\_, on \_\_\_\_\_\_\_\_\_\_\_ In \_\_\_\_\_\_\_\_\_\_\_, on \_\_\_\_\_\_\_\_\_\_\_

|  |  |  |
| --- | --- | --- |
| **FOR THE SELLER:** |  | **FOR THE BUYER:** |
|  |  |  |
| **..................** |  | **..................** |
| **................** |  | **...................**  |
|  |  |  |
|  |  | **..................** |
|  |  | **.................**  |

**Appendix 1**

**General Terms and Conditions for the Procurement of Goods in INA Group Companies**

Link: <https://www.ina.hr/en/home/public-tenders/important-documents/opci-uvjeti-za-nabavu-roba-u-drustvima-ina-grupe/>

A**ppendix 2**

**Health, safety and environmental protection requirements**

**Link:** <https://www.ina.hr/en/home/public-tenders/important-documents/izvodaci-i-zzso-u-ina-grupi/>

A**ppendix 3**

**Bid / Bill of Guantities**

**Appendix 4**

**STATEMENT FORM**

Appendix X to Frame Contract no. \_\_\_\_\_\_\_\_

**STATEMENT OF MODIFICATION OF THE BILL OF QUANTITIES / BID**

Pursuant to Article XX of Frame Contract no. \_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as: Contract), the Parties hereby modify the Bill of Quantities / Bid (Appendix X to the Contract) as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Modification of the Bill of Quantities / Bid, which is the subject of this Statement, shall enter into force on the date of signing this Statement by the SELLER. This Statement is considered an integral part of the Contract.

In Zagreb, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized person of the BUYER: Authorized person of the SELLER:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Appendix 5**

**STATEMENT FORM**

Appendix X of Frame contract no.\_\_\_\_\_\_\_\_

**STATEMENT ABOUT THE MODIFICATION OF THE BANK(S) NAME(S) AND ACCOUNT NUMBER(S) (IBAN)**

Pursuant to Article XX of Frame contract no. \_\_\_\_\_\_\_\_\_\_ (hereinafter: Contract), the SELLER hereby makes a change to the name(s) of the bank(s) and/or to the account number(s) (IBAN).
The new name(s) of the bank(s) and/or the new account number(s) (IBAN) are:

..............................................

The modification of the bank(s) name(s) and/or account number(s) (IBAN) stipulated in this Statement shall enter into force on the date of receipt of this Statement by the BUYER. This Statement is considered to be an integral part of the Contract.

In XXXXXXXXX, on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized contract signatory

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Appendix 6**

**Performance Guarantee form**

<Bank name, address, OIB> (hereinafter: Guarantor) by order and on behalf of <Supplier name, address, OIB> (hereinafter:Principal), and in favour of CROSCO d.o.o., Ulica grada Vukovara 18, 10000 Zagreb, OIB 15538072333 (hereinafter: Beneficiary) hereby issues the following:

**PERFORMANCE GUARANTEE No. \_\_\_\_\_\_\_\_\_\_\_\_**

1. It is determined that Principal has entered into Contract No. <type in contract number> dated <dd.mm.yyyy> with Beneficiary, for the execution of <type in subject of contract> (hereinafter: Contract). According to the conditions of the Contract, Principal has undertaken to submit to Beneficiary a performance guarantee against breach of its obligation under the Contract, amounting to <type in amount and currency>.
2. Guarantor hereby unconditionally and irrevocable, and without protest, undertakes to pay Beneficiary, upon receipt of Beneficiary’s first written demand, any amount or amounts not exceeding the amount of

**<type in amount and currency>**

(in words: \_\_\_\_\_\_\_\_\_ and 00/100 type in currency)

without Beneficiary having to produce evidence with regard to its demand or amount indicated herein.

1. This Guarantee shall enter into force on the date on which it is issued and remain valid until <type in date as dd.mm.yyyy>.
2. Any demand submitted by Beneficiary is to be signed by its duly authorized representatives and presented to Guarantor within its validity at the address <type in address>. Obligations under this Guarantee will automatically be reduced by any amount paid to Beneficiary by Guarantor. Demand is also acceptable if transmitted within its validity to the Bank by authenticated SWIFT message confirming that Beneficiary's original demand has been sent to the Bank by courier service or registered mail and that Beneficiary’s signature(s) thereon are authentic and fully comply with specimen signatures.
3. Regardless of whether or not this Guarantee has been returned to Guarantor, this Guarantee will automatically terminate upon its expiration.
4. This Guarantee is transferrable only with the prior written consent of Guarantor.
5. Any disputes arising out of or in relation to this Guarantee shall be settled by arbitration in accordance with the applicable Rules of Arbitration of the Permanent Arbitration Court of the Croatian Chamber of Commerce (Zagreb Rules). The number of arbitrators shall be 3 (three). Croatian substantive law shall be applied. The official language of the arbitration proceedings shall be Croatian. The arbitration proceedings shall take place in Zagreb.

<Place and date dd.mm.yyyy>

Signed and sealed by Guarantor <Guarantor’s sign

**Appendix 7**

**REACH**

**Appendix 8**

**MSDS**