



Croatian Transmission System operator Plc. Zagreb,  
Kupska 4, Croatia

**UNOFFICIAL NON-BINDING TRANSLATION**

**General Rules for the implementation of the auctions in 2024 for delivery of electricity to cover losses in the transmission system through the CROPEX trading platform**

**Zagreb, February 2024**

**Croatian Transmission System Operator Plc.** (hereinafter: HOPS, Purchasing party Buyer,)

publishes

**General Rules for the implementation of the auctions in 2024 for delivery of electricity to cover losses in the transmission system through the CROPEX trading platform**

**Article 1**

(1) Pursuant to Article 86, Paragraph 1 point 26 Electricity Market Act (Official Gazette no.111/21, 83/23 hereinafter: ZoTEE), HOPS is obliged to purchase electricity to cover transmission system losses in the electricity market, according to the market principles and the principles of transparency and impartiality.

(2) HOPS procures electricity on the electricity market.

(3) HOPS, in cooperation with the CROATIAN POWER EXCHANGE Ltd. (hereinafter: CROPEX), in accordance with these Rules, **to conduct auction in 2024** for delivery of electricity to cover losses in the transmission system on the CROPEX trading platform, and after the auction with the selected Bidder/s will conclude Contract/s for delivery of electricity to cover losses in the HOPS transmission system (hereinafter: the Contract/s).

**Determination of the subject of the procurement - Invitation to auction**

**Article 2**

(1) HOPS, in accordance with its needs, determines the individual subject of procurement for delivery of electricity to cover losses in the transmission system of HOPS (Technical and Economical specifications of the subject of procurement) and publishes them in the Invitation to Auction.

(2) Subject of the procurement from paragraph 1 of this Article can be divided into several independent groups, and in such case each group constitutes an individual subject of procurement in terms of implementation of these Rules.

(3) The specification of an individual subject of procurement consist of technical data on the period, strength and delivery profile, as well as economic data on payment, amount of seriousness guarantee and performance guarantee.

(4) The Invitation to Auction, in addition to the technical and economical specifications referred to in paragraph 2 of this Article, shall state the time (date, hour) and place of the auction.

(5) The invitation to auction shall be published on the HOPS's and CROPEX's websites no later than three (3) working days before each auction.

(6) The Auction form is in Annex 3 of these Rules.

(7) HOPS shall notify all Bidders who have already submitted a valid Request for Participation to HOPS on the basis of these Rules about the announcement of the Invitation for Auction.

### Article 3

The location of the delivery of electricity is the transmission network of the Croatian Transmission System Operator Plc.

### Bidders (Participants)

#### Article 4

HOPS participates in the auction as the **Purchasing party** who is responsible for providing electricity to cover losses in the HOPS's transmission system.

#### Article 5

(1) All Bidders who have an Electricity Market Participation Contract signed with the Croatian Energy Market Operator Ltd. (HROTE) shall qualify for the auction, except for HROTE, who, as the leader of the ECO Balancing Group, must have a Balance Responsibility Contract signed with HOPS.

(2) A Bidder (electric power entity) who submits a valid Request for participation in accordance with these Rules and submits to CROPEX an appropriate seriousness guarantee of the Offer in accordance with Article 8 of these Rules, may participate in the auction as a participant.

(3) Participants who submit a valid (hereinafter: Application for participation) may participate in all future auctions conducted **Request for participation in the auction in 2024 for the delivery of electricity to cover losses in the HOPS's transmission system performed** in the current year.

### **Request for participation in the auction in 2024 for the delivery of electricity to cover losses in the HOPS's transmission system**

#### Article 6

(1) The Requested for participation can be submitted directly upon publishing of these Rules.

(2) The Request for participation must contain:

- basic information about the Bidder (participant), accompanied by:

- Excerpt from the Court, Craftsmanship or other corresponding Register kept in the Member State of its establishment, or a corresponding certificate, not older than 30 days from submission of the Request for participation

- Attached is a document as an evidence that the participant submitting the Request for participation has no debts on the basis of tax liabilities and liabilities from health and pension insurance, as follows:

- Certificate issued by the Tax Department or other corresponding authority of a Member State of its establishment (registered office) of the Bidder and in the Republic of Croatia, not older than 30 days from submission of the Request for participation

- Attached is the completed document Form - Statement on restrictive measures considering Russia's actions, which destabilizes the situation in Ukraine

- Statement by which the Bidder guarantees that there are no obstacles to concluding the contract (form of such statement is as Annex 4 of these Rules)

(3) In the event that a country of establishment of a business undertaking, or the state whose nationality a person holds does not issue the documents from paragraph 2 of this Article or in the event those do not cover all the circumstances required in this paragraph, those can be replaced by a statement under

oath, or, in the event that a statement under oath does not exist in the law of a given country, by a statement of the guarantor with the signature authorized by the relevant court or administrative authority, public notary, professional or trade body in the country of the Bidder's establishment or the country whose nationality a person holds.

(4) The evidence referred to in the preceding paragraphs of this Article must be in Croatian language. A document that is not in Croatian language must be submitted together with its translation into Croatian notarized by a certified court interpreter.

(5) Bidders may submit all documents by e-mail as uncertified copy and enter the auction procedure.

(6) The Purchasing party is authorized to check the truthfulness of the stated data at any time using the documents submitted from the Bidder, as well as ask for actual/updated documentation which the Bidder is obliged to submit upon Purchasing party's request in original.

(7) The Request for participation is in Annex 1 to these Rules.

(8) The Requests for participation with all related documents on fulfilment of conditions are submitted via e-mail: [JN-Gubici@hops.hr](mailto:JN-Gubici@hops.hr).

(9) The Request for participation **must be received** at HOPS **no later than 12:00 two (2) working days** before the implementation of each auction.

(10) HOPS shall verify the validity of all Requests for participation immediately upon receipt and shall notify the contact person of the Bidder specified in the individual Request for Participation via e-mail.

(11) In the event that the Bidder does not submit a valid Request for participation, it cannot be a participant in the auction procedure, of which it will be notified by HOPS by e-mail.

#### **Article 7**

The Bidder has no right to object to the notification of HOPS about the invalidity of the Request for Participation, nor is an appeal allowed. After the deadline for submission of the Requests for participation, HOPS will send to CROPEX the current List of Bidders who have submitted valid requests to participate and will publish it on HOPS's website.

#### **Seriousness Guarantee**

#### **Article 8**

(1) The amount of Seriousness Guarantee for each MWh/h, is determined in the Invitation to auction procedure on the basis of the Specification. The amount of the paid Seriousness Guarantee must be proportional with the amount of the MWh/h offered by the individual subject of procurement.

(2) Seriousness Guarantee shall be submitted by the Bidder in the form of a cash deposit to the transaction account CROPEX, IBAN no. HR93 2390 0011 3000 7222 2, in HRVATSKA POŠTANSKA BANKA d.d., Jurišićeva 4, HR 10000 Zagreb, SWIFT/BIC: HPBZHR2X. Under purpose of the payment it is necessary to write "Delivery of electricity for covering losses in the transmission network".

If the subject of the procurement has several groups (subjects of procurement), in such case it is necessary to make the payment for the Seriousness guarantee for each group separately. Under purpose of payment it is necessary to write the group for which the payment is made "Delivery of electricity for covering losses in transmission network – Group X".

(3) To avoid any uncertainty, HOPS or CROPEX are not obliged to pay interest on cash deposits (Seriousness Guarantee).

(4) CROPEX shall activate Seriousness Guarantee in the whole amount upon HOPS's request in the event the Bidder does any of the following:

- withdraw or changes its Offer after the expiration period for delivery of the offers,
- fails or refuses to sign the Contract for delivery of electricity to cover the transmission system losses after their Offer is cleared, during the Offer's validity period, or
- does not submit a Performance Guarantee to HOPS as an insurance of payment in form of an irrevocable bank guarantee payable immediately upon first demand and without objection issued by a bank acceptable to HOPS, or pay an interest-free cash deposit, as insurance of payment of its obligations pursuant to the Contract.

(5) Offer's security shall be deposited to CROPEX at latest on date of the auction, two (2) hours before the auction begins.

(6) The Bidder is obliged to pay Seriousness Guarantee of the Offer in EUR.

(7) CROPEX shall return the cash deposit as Seriousness Guarantee to the Bidder's transaction account given in the Request for participation, within 2 (two) days upon receiving a notification from HOPS.

#### **Article 9**

Each Offer bears all costs related to the preparation and submission of its Offer, including a guarantee for the seriousness of the Offer and a guarantee for the proper performance of the Contract, and HOPS and CROPEX are in no way responsible or obliged to reimburse these costs.

#### **Implementation of an Auction**

##### **Article 10**

(1) Participation in the auction is open to all Bidders (participants) whose Request for participation has been confirmed by the Purchasing party and who have paid the Seriousness Guarantee in a timely manner.

(2) CROPEX shall provide to each participant whose Request for Participation has been confirmed by the Purchasing party with the assigned *username* and *password* for access to the trading platform.

##### **Article 11**

Platform access testing will take place 1 (one) business day before the day of the competition.

##### **Article 12**

(1) The Auction will be held through CROPEX's trading platform in duration of one (1) hour.

(2) Maximum offered capacity in MWh/h or a combination of offered capacities in MWh/h shall correspond to the paid amount of Seriousness Guarantee. Capacity exceeding the Guarantee cannot be offered.

(3) Offers submitted outside the prescribed timeframe shall be invalid.

### **Article 13**

- (1) Prices shall be given in absolute amounts in EUR/MWh, rounded to two decimals.
- (2) Prices shall include all costs incurred to the location of delivery.
- (3) All prices shall be given in EUR, VAT excluded. Stating prices in any other currency is not allowed.
- (4) Unit prices without VAT shall remain fixed for the duration of the Contract.
- (5) Offers shall bear all costs, taxes and charges incurred in relation to the electricity delivery to the location of delivery.

### **Article 14**

By submitting an Offer, the Bidder accepts the attached draft Contract on the delivery of electricity to cover transmission system losses of HOPS (in Annex 2 of these Rules).

### **Article 15**

- (1) Offers collected properly shall be entered into a List of Offers.
- (2) The Offers shall be sorted from the lowest price to the highest – the Offer with the lowest price shall be first in the list.
- (3) In the event that for individual group(s) of the received Offers for the total volume of MWh/h is lower or equal to the requested total volume of MWh/h in the individual group(s), HOPS can accept all Offers at offered prices.
- (4) In the event that the submitted Offers for individual group(s) for volume of MWh/h exceed the required quantities of MWh/h, the following rules shall apply:
  - a. Offers shall be accepted according to the price from those ranking lower to those ranking higher, until the entire volume of the requested MWh/h is fulfilled. If the last volume offer in the Offers' list exceeds the remaining volume of the requested MWh/h, then such offer shall be accepted only in the amount equal to the remaining amount of electricity required.
  - b. If two (2) or more Bidders have supplied valid offers with the same prices and neither of them can be fully accepted, the system shall choose the offer arrived earlier.

### **Offer of validity period**

### **Article 16**

- (1) Received offers shall be valid until the signing of the Contract on delivery of electricity to cover losses in the transmission network of HOPS and delivery of the Performance Guarantee, at the latest 30 (thirty) days after conducting the Auction.
- (2) If necessary, at the request of HOPS, the Bidder may extend the validity of its offer for the additional time required.
- (3) Successful Bidder shall sign the Contract on delivery of electricity to cover transmission system losses with HOPS, and shall submit the envisaged Performance Guarantee to the Purchasing party.

### **Article 17**

CROPEX shall manage and supervise the Auction and make sure it is conducted in accordance with these Rules.

### **Completion and publication of Auction results**

#### **Article 18**

(1) The List of offers shall be published by CROPEX via trading platform or delivered to the Bidders via e-mail to the address provided in the Request for participation, within 2 hours from the Auction completion.

(2) Accepted offers shall be the offers with the lowest price in EUR/MWh until the total amount of MWh/h determined in the Invitation for Auction is covered.

(3) HOPS shall notify the Bidders, on the final decision (about accepting or declining) by e-mail to the e-mail address provided in the Request for participation, no later than the 4 (four) days after the Auction.

(4) The Bidders are obliged to confirm the receipt of the final decision, without delay, by e-mail.

(5) If HOPS should not receive such confirmation or a notification of the Bidder not receiving the final decision in accordance with the paragraph 4 of this Article, it shall be considered that the Bidder has received the notification on the final decision two (2) days after HOPS has sent such decision to the Bidders.

#### **Article 19**

(1) HOPS has the right to cancel the Auction and/or individual subject(s) of procurement without stating the reason at any time.

(2) In the event that for any reason the Auction fails or is not held (for example because the CROPEX trading platform is unavailable), HOPS and CROPEX shall publish date and time of the new Auction on their web pages.

### **Exception of liability by HOPS and CROPEX**

#### **Article 20**

(1) HOPS and CROPEX shall not be responsible for any direct and/or indirect consequential loss resulting from:

1. Bidder's inability to participate at the auction, including the inability resulting from unavailability to participate due to the CROPEX platform at any point in time
2. Bidder's being late in submitting of the Request for participation
3. Bidder's mistake in Offer submission
4. Termination, delay, annulment or declaration of the Auction or individual Group(s) being unsuccessful.

(2) Bidders assume all risks, including but not limited to risks arising from the cases mentioned in paragraph 1 of this Article, and agree that if HOPS cancels, declares the Auction unsuccessful, or terminates or postpones Auction or individual group(s), for any reason and without giving reasons, including unavailability of the CROPEX platform at any time, will not claim any compensation for damages that the Offers could possibly incur as a result.

## Applicable law, jurisdiction

### Article 21

- (1) Applicable law for these Rules is the law of the Republic of Croatia.
- (2) Disputes arising from these Rules shall be resolved before the Court of jurisdiction in Zagreb.
- (3) In case of a dispute arising from different interpretation of these Rules, the Croatian version of this document shall prevail.

## Contractual relations

### Article 22

- (1) HOPS shall sign the Contract/s on the delivery of electricity to cover the transmission losses in the transmission network (hereafter: the Contract) with the chosen Bidder (s), no later than thirty (30) days before starting the Auction and concluding the final Decision.
- (2) Accepted Bidder shall, within 7 days from the conclusion of the Contract, submit to HOPS a Performance Guarantee, as an irrevocable, unconditional bank guarantee payable *at first demand* and *without objection* issued by a bank acceptable to HOPS or shall pay for such purpose an interest-free cash deposit. **Amount for Performance Guarantee** is determined in the **Invitation for Auction based on the Specification**. Amount of the Guarantee for Performance Guarantee in is determined in adequate amount in EUR for each MWh/h of the base product or in the amount determined in appropriate percentage of the Contract value.
- (3) Performance Guarantee given as interest-free cash deposit is paid in EUR to HOPS's account IBAN: HR9223400091510221837.
- (4) If Bidder/s withdraws its Offer during its validity period or refuse to sign the Contract or does/do not submit a Performance Guarantee in form of a bank guarantee or a paid interest-free cash deposit, HOPS may conclude the Contract with the next best Bidder/s in the descending order of offers in the List of Offers. HOPS shall also have the right to conclude a Contract with each successive Bidder in the event the offer of the next invited Bidder in the list expired, and the next Bidder in the List of Offers agrees to conclude a Contract with HOPS under the conditions set out in the Offer.
- (5) Submission of the Offer shall not create a contractual relation between a Bidder and HOPS, and HOPS reserves the right to accept or refuse any Offer.

### Article 23

These Rules apply from the date of publication on the HOPS's website.



Annexes:

1. Annex 1: Request for participation in Auction in 2024 for the delivery of electricity to cover losses in the transmission network / Form
2. Annex 2: Contract / proposal
3. Annex 2A: Performance Guarantee / proposal
4. Annex 3: Invitation to participation / Form
5. Annex 4: Statement on restrictive measures with regard to the actions of Russia which destabilizes the situation in Ukraine / Form

**Annex 1 – REQUEST FOR PARTICIPATION**



**Croatian Transmission System Operator Plc.  
Zagreb, Kupska 4, Croatia**

**REQUEST FOR PARTICIPATION IN AUCTION IN 2024 FOR DELIVERY OF ELECTRICITY TO  
COVER LOSSES IN TRANSMISSION SYSTEM**

**Buyer:**

Croatian Transmission System Operator Plc.  
Kupska 4, 10000 ZAGREB

**Bidder (SELLER):**

\_\_\_\_\_  
Full name and headquarters

VAT ID: \_\_\_\_\_

EIC code (issue by the authorized office): \_\_\_\_\_

Valid Electricity Market Participation Contract number concluded with HROTE Ltd. (or with HOPS in case of ECO balance group):

\_\_\_\_\_

Transaction account number (IBAN): \_\_\_\_\_

Telephone number: \_\_\_\_\_

**Contact person authorized for submitting offers:**

Name and last name: \_\_\_\_\_

Telephone number: \_\_\_\_\_

e-mail: \_\_\_\_\_

**Contact person authorized for other auction communication:**

Name and last name: \_\_\_\_\_

Telephone number: \_\_\_\_\_

e-mail: \_\_\_\_\_

**List of documents to be attached:**

- **Excerpt from the Court**, Craftsmanship or other corresponding Register kept in the Member State of its establishment, or a corresponding certificate, not older than 30 days from submission of the Request for participation
- **Certificate issued by the Tax Office** or other corresponding authority of a Member State of its establishment, proving that the Bidder has paid all accrued tax obligations for pension and health insurance, not older than 30 days from submission of the Request for participation
- **Statement on the restrictive measures** with regard to the actions of Russia which destabilizes the situation in Ukraine

In the event that a country of establishment of a business undertaking, or the state whose nationality a person holds does not issue the above mentioned documents or in the event those do not cover all the circumstances required in this paragraph, those can be replaced by a statement under oath, or, in the event that a statement under oath does not exist in the law of a given country, by a statement of the guarantor with the signature authorized by the relevant court or administrative authority, public notary, professional or trade body in the country of the Bidder's establishment or the country whose nationality a person holds.

**We hereby declare:**

1. That prior to the signing of this Request we are acquainted, fully agree and accept the Rules for delivery of electricity to cover the losses in the transmission network in the year 2024 via CROPEX trading platform, and that we shall execute the offer in accordance with the provisions of the said Rules.
2. That all data given herein and in the attached documents are true and correct, and that we fulfil all legally prescribed conditions for the performance of the activity, which is the subject of this Auction.
3. We give consent to HOPS d.d., when deemed necessary, to conduct inquiries with the relevant authorities and collect data from relevant institutions. Acquired data shall be used exclusively for the purposes of HOPS d.d.
4. We agree with the content of the attached draft Contract. Should our offer be chosen, we shall sign an identical Contract.
5. We guarantee full correctness in the said procedure, and shall completely respect the law.
6. We guarantee that there is not any forbidden practice relating to the procurement procedure concerned, which would encompass earlier actions such as: corruption or fraud, offering, giving or promising any inappropriate advantages which may influence actions of an employee.
7. We agree with the implementation of audit of the entire procurement procedure concerned by independent experts and accept responsibility and sanctions (unconditional termination of the Contract) if the rules are breached.
8. Parties to the Contract shall keep data confidential before third parties on all issues concerning the signing and the content of this Contract and all other Contracts relating to it. The following are exempt from the obligation to keep data confidential:
  - Information that becomes publicly available and has not been disclosed by failing to fulfil the obligation to keep data confidential,
  - Disclosing data as stipulated by the law and following a request by a competent authority. In such case a party to the Contract disclosing data shall limit its disclosure to the level necessary to fulfil legal obligations and shall, prior to disclosure, notify the other party to the Contract of such request as soon as possible to give it an opportunity to dispute such disclosure.

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Place and date:

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Name of person authorized to represent Bidder:

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Signature of person authorized to represent Bidder:

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**Note:**

*In the event that the Request for Offer is signed by Bidder's authorized person who is not legally authorized to represent the Company, the Bidder shall attach to the Offer the Power of Attorney document for signature which is given to the signatory by the person legally authorized for representation of the Company and stamped with the Company stamp. The Power of Attorney document shall be printed on Bidder's memorandum. If the Power of Attorney document is not printed on the memorandum, the signature of the person giving the Power of Attorney document shall be notarized by the public notary.*

**Hrvatski operator prijenosnog sustava d.d., sa sjedištem u Zagrebu**, Kupska ulica 4, OIB: 13148821633, koje zastupa predsjednik Uprave dr.sc. Igor Ivanković, PDV identifikacijski broj: HR13148821633, IBAN: HR97 2340 0091 1101 7745 1 otvoren kod Privredne banke Zagreb (u daljnjem tekstu: **HOPS, Naručitelj, Kupac**),

i  
**Gospodarski subjekt**  
(*Tvrtka /Naziv*), sa sjedištem u \_\_\_\_\_, \_\_\_\_\_  
(*adresa*) koje zastupa \_\_\_\_\_,

**EIC KOD:**  
**PDV identifikacijski broj:**  
**IBAN:** \_\_\_\_\_ otvoren kod \_\_\_\_\_

(u daljnjem tekstu: **Ponuditelj, Prodavatelj**),  
(**Naručitelj i Ponuditelj zajedno su u daljnjem tekstu: Ugovorne strane**),

**UGOVOR**  
o isporuci električne energije  
za pokrivanje gubitaka u prijenosnoj mreži  
br. 3-00\_/20\_\_\_\_  
(u daljnjem tekstu: Ugovor)

#### UVODNA ODREDBA

(1) Na temelju provedenog postupka nabave pod nazivom "nabava gubitaka....." Ev. Broj: \_\_\_\_\_ donesena je odluka Uprave HOPS-a broj: \_\_\_\_\_ od dana \_\_\_\_\_ kojom je za izvršenje predmeta nabave odabrana ponuda/e Ponuditelja a slijedom čega ugovorne strane pristupaju sklapanju ovog Ugovora.

#### PREDMET UGOVORA

##### Članak 1.

(1) Predmet ovog Ugovora je isporuka električne energije za pokrivanje gubitaka u prijenosnoj mreži HOPS-a, u skladu s odabranom ponudom ponuditelja te u skladu sa uvjetima i zahtjevima iz Poziva na nadmetanje objavljenog temeljem „Općih pravila za provedbu nadmetanja u 2024. godini za isporuku električne energije za pokrivanje gubitaka u prijenosnoj mreži putem platforme za trgovanje CROPEX-a“.

**CROATIAN TRANSMISSION SYSTEM OPERATOR** Plc., Zagreb, Kupska 4 (hereinafter: Buyer) represented by the president of the Management Board mr. Igor Ivanković, Ph.D. VAT ID: HR13148821633 IBAN: HR97 2340 0091 1101 7745 1 at Privredna banka Zagreb

#### Economic entity

(Company name/ title), headquarters, in (address) represented by \_\_\_\_\_

VAT ID: \_\_\_\_\_

IBAN: with the \_\_\_\_\_  
(hereinafter: Seller)

(Buyer and the bidder are together hereinafter referred to as: Contracting parties)

**CONTRACT**  
on the delivery of electricity to cover  
transmission system losses  
no. 3-00\_/20

#### Introduction

On the basis of the procedure carried out titled "procurement of losses..." reg. no. \_\_\_\_\_, HOPS's Management Board Decision no. \_\_\_\_\_ from \_\_\_\_\_ based on which for the implementation of the subject of procurement was selected the Offer of the Bidder, and on the basis of which the Contracting parties conclude this Contract.

#### Subject of Contract

##### Article 1

(1) The Subject of this Contract is the delivery of electricity to cover transmission system losses in the transmission network of HOPS in accordance with the selected Offer of the Bidder and in accordance with the conditions and requirements from the Invitation for procurement published based on the "General Rules for implementation of tendering procedure to cover transmission system losses in transmission network through the CROPEX trading platform."

(2) Neovisno nalaze li se u privitku ovog Ugovora ili ne, sastavni dio ovog Ugovora smatraju se:

- Opća pravila za provedbu nadmetanja u 2024. godini za isporuku električne energije za pokrivanje dijela gubitaka u prijenosnoj mreži putem platforme za trgovanje CROPEX-a
- Objavljen Poziv na nadmetanje
- Ponuda/e odabranog ponuditelja
- Zahtjev za sudjelovanje na nadmetanju za isporuku električne energije za pokrivanje gubitaka u prijenosnoj mreži
- Odluka o odabiru br.: \_3000-I- \_\_\_ od \_\_\_\_\_ god.
- Jamstvo za uredno ispunjenje ugovora

(3) Mjesto isporuke/preuzimanja električne energije je prijenosna mreža HOPS-a.

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## TEHNIČKE SPECIFIKACIJE

### Članak 2.

Prema ponudi/ama :

(1) Isporuka električne energije za pokrivanje gubitaka u prijenosnoj mreži u godini:

RAZDOBLJE ISPORUKE: od \_\_\_\_\_ u 00:00 sati do \_\_\_\_\_ godine u 24:00 sati.

SNAGA I PROFIL ISPORUKE: \_\_ MWh/h svaki dan za traženo razdoblje isporuke, ponedjeljak - nedjelja, od 00:00 sati do 24:00 sati, ukupnog iznosa: \_\_\_\_\_ MWh

### UGOVORENE KOLIČINE ENERGIJE I CIJENE

#### Članak 3.

Prema ponudi/ama:

(1) Jedinična cijena za ukupnu energiju iz članka 2. od \_\_\_\_\_ MWh iznosi \_\_\_\_\_ EUR/MWh (slovima: \_\_\_\_\_ po MWh), dok ukupna cijena za ukupnu količinu energije iz članka 2. iznosi \_\_\_\_\_ EUR (slovima: \_\_\_\_\_) za razdoblje isporuke i uključuje sve pripadajuće troškove.

(2) Preuzetu električnu energiju Kupac će platiti na osnovi računa mjesečno.

(3) Cijene su izražene bez PDV-a koji se obračunava u skladu s važećim zakonskim odredbama.

(4) Jedinična cijena je nepromjenjiva za vrijeme trajanja Ugovora.

## OBVEZE UGOVORNIH STRANA

### Članak 4.

(1) Prodavatelj:

(2) Regardless of whether they are attached to this Contract or not, considered as an integral part of this Contract are:

Published Invitation for procurement

Offer(s) of the selected Bidder

Request for participation to the tender for the delivery of electricity to cover losses in the transmission network

Decision about selection no.: 3000-I- from.... year

Performance Guarantee.

(4) The place of delivery/takeover of electricity is the transmission network of HOPS.

## TECHNICAL SPECIFICATION

### Article 2

According to the Offer(s):

(1) Delivery of electricity to cover losses in the transmission network in the year:

DELIVERY PERIOD: from at 00:00 hours to at 24:00 hours.

DELIVERY CAPACITY AND PROFILE: MWh/h every day for a requested period of delivery from Monday – Sunday, from 00:00 hours to 24:00 hours, total amount: MW/h.

## CONTRACTED VOLUMES OF ENERGY AND PRICES

### Article 3

According to the Offer(s):

The unit price for electricity referred to in Article 2 of MWh is EUR/MWh (in words: \_\_\_\_\_), while the total price for the total amount of electricity referred to in Article 2, is EUR (in words: \_\_\_\_\_) for the delivery period includes all related costs.

The Buyer shall pay for the acquired electricity upon monthly invoices.

Prices do not include VAT which is calculated according to the relevant legal provisions.

(4) The unit price is fixed for the duration of the Contract.

## OBLIGATIONS OF THE CONTRACTING PARTIES

### Article 4

Seller:

(1) shall deliver contracted volume of electricity, and fulfil other obligations under this Contract,

(1) je obvezan Kupcu isporučiti ugovorenu količinu električne energiju, kao i ispuniti i druge obveze preuzete ovim Ugovorom,  
(2) će snositi sve troškove, poreze i sva druga davanja nastala u vezi s isporukom električne energije za pokrivanje gubitaka do mjesta isporuke,  
(3) je odgovoran za prijavu tržišnih transakcija za isporuku električne energije za pokrivanje gubitka u prijenosnoj mreži u skladu s Pravilima djelovanja tržišta električne energije.  
(2) Kupac:  
a) će preuzimati i plaćati električnu energiju koju isporuči Prodavatelj sukladno članku 2. ovog Ugovora tijekom trajanja Ugovora po ugovornoj cijeni kako je navedeno u članku 3. ovog Ugovora.

## FAKTURIRANJE I PLAĆANJE

### Članak 5.

(1) Prodavatelj će, najkasnije do 15. (petnaestog) dana u mjesecu koji slijedi nakon isteka kalendarskog mjeseca tijekom kojeg je isporučena električna energija za pokrivanje gubitaka, izdati račun Kupcu u kojem je naznačena ukupna isporučena količina energije u skladu s člancima 2. i 3. ovog Ugovora. Prodavatelj izdaje račun u EUR.  
(2) Prodavatelj će račun iz stavka 1. ovog članka dostaviti Kupcu odmah po izdavanju na adresu elektroničke pošte: *backoffice@hops.hr*, a izvornik računa će poslati poštom na adresu iz zaglavlja ovog Ugovora.  
(3) Rok plaćanja računa je \_\_\_\_\_-ti dan od dana zaprimanja izvornika računa. U slučaju da račun dopijeva na neradni dan, plaćanje će se izvršiti prvi slijedeći radni dan.

Za plaćanja izvršena nakon roka dospijea obračunat će se ugovorna stopa zatezne kamate od 6% godišnje.

(4) Ugovorne strane su suglasne da jedna ugovorna strana u svojstvu vjerovnika ne može prenositi, ustupati, upućivati ili prodati svoju tražbinu i prava proistekla iz te tražbine trećoj osobi (novom vjerovniku) bez prethodne pisane suglasnosti druge ugovorne strane.

6

## ROK

### Članak 6.

Ugovorne strane se suglasno obvezuju da će ugovorne obveze izvršavati neprekidno za

(2) shall bear all costs, taxes, and other charges incurred with the delivery of electricity to cover the losses up to the delivery point,  
(3) is responsible for registering market transactions for electricity delivery for covering transmission system losses according to the Rules for Organizing Electricity Market.

(2) Buyer:

(1) shall take over and pay for electricity supplied by Seller by Article 2 of this Contract for the duration of the Contract at the contract price as outlined in Article 3 of this Contract.

## INVOICING AND PAYMENT

### Article 5

The Seller shall, no later than the 15th (fifteenth) day of the month following the end of the calendar month during which the electricity was supplied to cover losses, issue an invoice to the Buyer indicating the total amount of energy delivered in accordance with Articles 2 and 3 of this Contract. A seller issues an invoice in EUR. The Seller shall send the invoice referred to in Paragraph 1 above to the Buyer immediately following its issuance to the following e-mail address: *backoffice@hops.hr*, while the invoice original shall be sent by the regular mail to the address given in the header of this Contract. Payment deadline is the \_\_\_\_ day following the reception of the original invoice. In the event that the invoice falls due on a non- business day, the payment shall be made on the first consecutive business day. For payments made after the deadline, contractual interest rate of 6% per annum shall be charged.

Parties agree that a creditor cannot transfer, cede, refer or sell his claim and the rights resulting from the claim to a third party (a new creditor) without the prior written consent of the other party.

## DEADLINE

### Article 6

Parties undertake to perform contractual obligations continually for the period from \_\_\_\_\_ to \_\_\_\_\_, pursuant to the conditions herein.

## PERFORMANCE GUARANTEE

razdoblje od \_\_\_\_\_ godine do \_\_\_\_\_ godine, a sve prema uvjetima iz ovog Ugovora.

## JAMSTVO ZA UREDNO ISPUNJENJE UGOVORA

### Članak 7.

(1) Najkasnije u roku od 7 dana od dana obostranog potpisa Ugovora, Prodavatelj će Kupcu dostaviti jamstvo za uredno ispunjenje ugovora, u obliku:

bankarske garancije u izvorniku, bezuvjetne, neopozive i plative „na prvi poziv“ i „bez prigovora“, izdane od prvoklasne banke sa sjedištem u Republici Hrvatskoj prihvatljive za Kupca, sa sadržajem koji je prihvatljiv kupcu, na iznos \_\_\_\_\_ / na iznos od \_\_\_\_\_, koji predstavlja \_\_\_\_\_% vrijednosti Ugovora za traženo razdoblje isporuke. Rok važenja bankarske garancije mora obuhvaćati razdoblje izvršenja ugovora od \_\_\_\_\_ do \_\_\_\_\_ godine uvećano za respiro period (početak) od 10 dana.

Smatra se da je Prodavatelj dostavio jamstvo za uredno ispunjenje ugovora kada Kupac na adresi svog sjedišta zaprimi izvornik bankarske garancije.

Bankarska garancija mora biti izdana u pisanom obliku na hrvatskom jeziku i latiničnom pismu. Ako Prodavatelj dostavi bankarsku garanciju na stranom jeziku, uz izvornik bankarske garancije mora dostaviti ovjereni prijevod na hrvatski jezik. Sve troškove vezano uz izdavanje, održavanje, obnovu i aktivaciju Jamstva za uredno ispunjenje ugovora temeljem ovog članka snosi Prodavatelj. *U slučaju odabira opcije uplate beskamatnog novčanog pologa umjesto dostave bankarske garancije primijenit će se sljedeći tekst članka 7.:*

u obliku beskamatnog novčanog pologa u iznosu od \_\_\_\_\_ EUR, koji iznos predstavlja \_\_\_\_\_ vrijednosti ugovora za razdoblje isporuke, na transakcijski račun Kupca (IBAN) HR9223400091510221837. Smatra se da je Prodavatelj dostavio jamstvo za uredno ispunjenje ugovora kad su novčana sredstva proknjižena na depozitnom računu te je Kupcu omogućeno raspolaganje tim sredstvima. Sve troškove vezano uz naplatu jamstva za uredno ispunjenje ugovora, uključujući bilo kakve bankarske troškove, snosit će Prodavatelj.

(2) Kupac je ovlašten naplatiti (aktivirati), odnosno koristiti jamstvo za uredno ispunjenje ugovora iz ovog članka radi podmirenja bilo koje tražbine prema Prodavatelju nastale na temelju

### Article 7

(1) At latest within 7 days from the signing of the Contract by both Parties, the Seller shall send a performance Guarantee to the Buyer. It shall be in form of:

- Unconditional, irrevocable bank guarantee, payable upon first demand and without objection, issued by a first-class bank with headquarters in the Republic of Croatia acceptable to HOPS, with customer-friendly content, to the amount of EUR, which represents \_\_\_\_\_% of the value of the Contract for the requested delivery period. The validity period of bank guarantee must contain the period of the contract execution from \_\_\_\_\_ to \_\_\_\_\_, increased for the respiro period (wait) for 10 days.

It is considered that the Seller has submitted a Performance Guarantee when the Buyer receives the original bank guarantee at its registered office.

The bank guarantee must be issued in writing in the Croatian language and Latin script. If the Seller submits a bank guarantee in a foreign language, it must submit a certified translation into Croatian with the original bank guarantee. All costs related to the issuance, maintenance, renewal and activation of the Performance Guarantee of the Contract pursuant to this Article shall be borne by the Seller.

In the case of choosing the option of paying an interest-free cash deposit instead of providing a bank guarantee, the following text of Article 7 will apply:

in the form of an interest-free cash deposit in the amount of \_\_\_\_\_ EUR, which amount represents the value of the contract for the delivery period, to the transaction account of the Buyer (IBAN) HR9223400091510221837.

It is considered that the Seller has provided a guarantee for the proper performance of the contract when the funds are posted to the deposit account and the Buyer is allowed to dispose of these funds. All costs related to the collection of the guarantee for the proper performance of the contract, including any bank charges, will be borne by the Seller.

(2) The Buyer is authorized to collect, (activate), or use the Performance Guarantee from this Article to settle any claim against the Seller arising under this Contract, in connection with this Contract, or as a consequence of its termination, including liability for damages or



ovog Ugovora, u vezi s tim Ugovorom, ili kao posljedica njegova prestanka, uključujući obvezu naknade štete ili ugovorne kazne zbog neisporuke ugovorene količine električne energije.

U slučaju da Kupac iskoristi jamstvo za uredno ispunjenje ugovora iz ovog članka za namirenje neispunjenih obveza Prodavatelja, neovisno o tome je li ono korišteno u cijelom iznosu ili u dijelu, Prodavatelj se obvezuje dostaviti Kupcu novo odgovarajuće jamstvo za uredno ispunjenje ugovora sukladno odredbama ovog članka, u visini koja odgovara iznosu koji je naplaćen temeljem korištenog jamstva za uredno ispunjenje ugovora, u roku 8 dana od dana kada je Kupac koristio jamstvo za uredno ispunjenje ugovora.

U slučaju ako Prodavatelj ne dostavi ili ne obnovi jamstvo za uredno ispunjenje ugovora na način i unutar rokova iz ovog članka, Kupac ima pravo jednostrano raskinuti Ugovor, te potraživati naknadu cjelokupne štete od Prodavatelja koja mu je nastala zbog povrede ugovornih obveza od strane Prodavatelja.

## **NEISPUNJENJE UGOVORA**

### **Članak 8.**

(1) Ako Prodavatelj bilo kojeg sata bilo kojeg dana razdoblja isporuke ne isporuči bilo koji dio ugovorene količine električne energije, Kupac je ovlašten odmah i bez posebne obavijesti Prodavatelju nabaviti odnosno osigurati neisporučenu količinu električne energije od trećih. Ako Kupac bilo kojeg sata bilo kojeg dana razdoblja isporuke ne preuzme bilo koji dio ugovorene količine električne energije, Prodavatelj je ovlašten odmah i bez posebne obavijesti Kupcu prodati nepreuzetu količinu električne energije trećima.

(2) U slučaju iz stavka (1) ovog članka nastaju sljedeće posljedice u pogledu količine električne energije koja nije isporučena, odnosno nije preuzeta:

a) Ako Prodavatelj ne isporuči Kupcu bilo koji dio ugovorene količine električne energije bilo kojeg sata bilo kojeg dana razdoblja isporuke (osim u slučaju Više sile) Prodavatelj će platiti Kupcu iznos koji je jednak razlici u cijeni između cijene električne energije ugovorene ovim Ugovorom i više cijene po kojoj je Kupac kupio odnosno osigurao neisporučenu količinu električne

contractual penalties for non-delivery contracted quantities of electricity.

In the event that the Buyer uses the Performance Guarantee from this Article to meet the obligations of the Seller, regardless of whether it is used in full or in part, the Seller undertakes to provide the Buyer with a new corresponding Performance Guarantee in the amount collected on the basis of the used guarantee for proper performance of the contract, within 8 days from the day when the Buyer used the Performance Guarantee.

In the event that the Seller does not submit or renew the Performance Guarantee in the manner and within the deadlines referred to in this Article, the Buyer has the right to unilaterally terminate the Contract and claim compensation for all damages from the Seller caused to him by the Seller for breach of contractual obligations.

## **BREACH OF CONTRACT**

### **Article 8**

(1) If the Seller does not deliver any part of the contracted volumes of electricity at any time on any day of the delivery period, the Buyer is authorized to procure or secure the undelivered volume of electricity from third parties immediately and without special notice. If the Buyer does not take over any part of the contracted amount of electricity at any time on any day of the delivery period, the Seller is authorized to sell the uncollected amount of electricity to third parties immediately and without special notice to the Buyer.

In the case referred to in paragraph (1) of this Article, the following consequences shall arise with regard to the amount of electricity that has not been delivered or taken over:

If the Seller does not deliver to the Buyer any part of the contracted volume of electricity at any time on any day of the delivery period (except in case of Force Majeure) the Seller shall pay the Buyer an amount equal to the difference between the price between this Contract and the higher price the Buyer has purchased or secured an undelivered volume of electricity on the market (including, but not limited to, by activating balancing energy), increased by any costs and expenses incurred by the Buyer as a result. For the avoidance of doubt, if the price at which the Buyer procured the undelivered volume of electricity is less than the price agreed in this Contract, the Seller is not obliged to pay

energije na tržištu (uključujući, ali ne ograničeno na, aktiviranjem energije uravnotežena), uvećano za bilo koje troškove i izdatke koje je Kupac zbog toga imao. Radi izbjegavanja dvojbe, ako je cijena po kojoj je Kupac nabavio neisporučenu količinu električne energije manja od cijene ugovorene ovim Ugovorom, Prodavatelj nije dužan platiti Kupcu razliku u cijeni električne energije sukladno ovoj točki (a).

b) Ako Kupac ne preuzme od Prodavatelja bilo koji dio ugovorene količine električne energije bilo kojeg sata bilo kojeg dana razdoblja isporuke (osim u slučaju Više sile), Kupac će platiti Prodavatelju iznos koji je jednak razlici u cijeni između cijene električne energije ugovorene ovim Ugovorom i niže cijene po kojoj je Prodavatelj prodao nepreuzetu količinu električne energije na tržištu, uvećano za bilo koje troškove i izdatke koje je Prodavatelj zbog toga imao. Radi izbjegavanja dvojbe, ako je cijena po kojoj je Prodavatelj prodao nepreuzetu količinu električne energije trećima veća od cijene ugovorene ovim Ugovorom, Kupac nije dužan platiti Prodavatelju razliku u cijeni električne energije sukladno ovoj točki (b).

(3) U slučaju iz ovog članka, Ugovorne strane su obvezne postupati s dužnom pažnjom i na

razuman način.

#### **NEISPUNJAVANJE OBEZA USLIJED VIŠE SILE**

##### **Članak 9.**

(1) Pod Višom silom, u smislu ovog Ugovora, podrazumijevaju se svi događaji i okolnosti koji, da su i mogli biti predviđeni, ne bi mogli biti spriječeni i na koje se ne može utjecati, umanjiti ih, otkloniti ih ili ukinuti njihovo djelovanje, kao i drugi događaji i okolnosti u skladu s Zakonom o energiji (NN, br. 120/12, 14/14, 102/15 i 68/18).

(2) U slučaju da se Prodavateljeve obveze isporuke obustavljaju zbog Više sile, obveze Kupca za preuzimanje i plaćanje vezano za tu isporuku bit će također obustavljene. U slučaju da se Kupčeve obveze preuzimanja obustavljaju zbog Više sile, Prodavateljeve obveze relevantne isporuke također će se obustaviti.

#### **RJEŠAVANJE SPOROVA**

##### **Članak 10.**

the Buyer the difference in the price of electricity in accordance with this point (a).

If the Buyer does not take over from the Seller any part of the volume amount of electricity at any time on any day of the delivery period (except in case of Force Majeure), the Buyer shall pay the Seller an amount equal to the difference between the price of electricity agreed and lower prices according to which the Seller sold the uncollected amount of electricity on the market, increased by any costs and expenses that the Seller had as a result. For the avoidance of doubt, if the price at which the Seller sold the uncollected volume of electricity to third parties is higher than the price agreed in this Contract, the Buyer is not obliged to pay the Seller the difference in the price of electricity in accordance with this point (b).

(3) In the case referred to in this Article, the Contracting Parties shall be obliged to act with due care and in a reasonable manner.

#### **BREACH OF CONTRACT DUE TO FORCE MAJEURE**

##### **Article 9**

Force Majeure, for the purposes of this Contract, includes all events and circumstances which, should they have been foreseen, could not have been prevented or influenced, mitigated, eliminated or its effect abolished, as well as other events and circumstances set out in Energy Act (NN, br. 120/12, 14/14, 102/15 68/18).

If the Seller's delivery obligations are suspended due to Force Majeure, Buyer's acceptance obligations relating to the specific delivery shall also be suspended. If the Buyer's acceptance obligations are suspended due to Force Majeure, Seller's obligations for the relevant delivery shall also be suspended.

#### **DISPUTE RESOLUTION**

##### **Article 10**

(1) Parties to the Contract shall attempt to solve potential disputes arising from this or in relation to this Contract amicably.

(2) All disputes arising from this Contract, including disputes related to issues of the valid creation, violation or expiry of the Contract, as well as the legal effects arising from the

(1) Ugovorne strane će nastojati dogovorno riješiti eventualne sporove koji nastanu temeljem ili u vezi ovog Ugovora.

(2) Svi sporovi iz ovog Ugovora ili u svezi s njim, uključujući i sporove koji se odnose na pitanja njegovog valjanog nastanka, povrede ili prestanka, kao i na pravne učinke koji iz toga proistječu, riješit će se pred stvarno nadležnim sudom u Zagrebu.

(3) Za ovaj Ugovor mjerodavno je hrvatsko pravo te se ugovor tumači i proizvodi pravne učinke u skladu s hrvatskim pravom.

## **POVJERLJIVOST**

### **Članak 11.**

(1) Ugovorne strane se obvezuju na tajnost podataka u odnosu na treće strane vezano za sva pitanja koja se tiču potpisivanja i sadržaja ovog Ugovora i svih drugih sporazuma vezanih za njega. Ova obveza tajnosti podataka ima slijedeće izuzetke:

(a) informacije koje postanu dostupne javnosti, a nisu otkrivene neispunjenjem obveze povjerljivosti,

(b) otkrivanje podataka na temelju zakona sukladno zahtjevu nadležnog tijela. U tom slučaju će Ugovorna strana koja otkriva podatke ograničiti njihovo odavanje do one mjere koja je potrebna da bi se ispunile zakonske obveze i unaprijed će izvijestiti drugu stranu što je moguće ranije kako bi joj dala mogućnost da ospori odavanje tajne.

## **VODITELJ REALIZACIJE UGOVORA OD STRANE KUPCA**

### **Članak 12.**

Kupac imenuje \_\_\_\_\_ kao osobu zaduženu za tehničku implementaciju ovog Ugovora, odnosno osobu koja će koordinirati svakodnevne aktivnosti u ime Kupca, a sve u koordinaciji sa zaduženom osobom Prodavatelja iz članka 13. ovog Ugovora.

## **NADZOR I VOĐENJE REALIZACIJE UGOVORA OD STRANE PRODAVATELJA**

### **Članak 13.**

Prodavatelj imenuje \_\_\_\_\_ kao osobu zaduženu za tehničku implementaciju ovog Ugovora, odnosno osobe koje će koordinirati svakodnevne aktivnosti u ime Prodavatelja, a sve u koordinaciji sa zaduženom osobom Kupca iz članka 12. ovog Ugovora.

aforementioned, shall be resolved before a court having the subject matter jurisdiction in Zagreb.

(3) Croatian legislation will be the governing law for this Contract, and the Contract shall be interpreted and have legal effects pursuant to the Croatian law.

## **CONFIDENTIALITY**

### **Article 11**

(1) Parties to the Contract shall keep data confidential before third parties on all issues concerning the signing and the content of this Contract and all other Contracts relating to it. The following are exempt from the obligation to keep data confidential:

information which becomes publicly available, and has not been disclosed by failing to fulfil the obligation to keep data confidential, disclosing data as stipulated by law and following a request by a competent authority. In such a case a party to the Contract disclosing data shall limit its disclosure to the level necessary to fulfil legal obligations and shall, prior to disclosure, notify the other party to the Contract of such request as soon as possible to give it an opportunity to dispute such disclosure.

## **RESPONSIBLE PERSON FOR CONTRACT IMPLEMENTATION BY THE BUYER**

### **Article 12**

The Buyer shall name \_\_\_\_\_ as person in charge of the technical implementation of this Contract, that is, a person who shall coordinate daily activities on behalf of the Buyer, in coordination with the appointed person of the Seller as provided for in Article 13 below.

## **SUPERVISION AND MANAGEMENT OF CONTRACT IMPLEMENTATION BY THE SELLER**

### **Article 13**

The Seller shall name \_\_\_\_\_ as person in charge of the technical implementation of this Contract, that is, a person who shall coordinate daily activities on behalf of the Seller, in

## **ANTIKORUPCIJSKA KLAUZULA**

### **Članak 14.**

Ako u vezi s ovim Ugovorom neka osoba u ime ili na račun druge ugovorne strane obeća, ponudi ili da neku neprimjerenu prednost potpisniku, predstavniku, posredniku ili bilo kojoj osobi zaposleni kod druge ugovorne strane ili koja obavlja bilo kakvu vrstu poslova za nju s ciljem dodjele Ugovora, dodjele Ugovora pod povoljnijim uvjetima, ili s ciljem odustajanja od dužne kontrole u izvršavanju ugovornih obveza ili bilo kojih drugih radnja ili propusta nanoseći štetu drugoj ugovornoj strani ili pružajući neprimjerenu prednost potpisniku, predstavniku, posredniku ili bilo kojoj osobi zaposlenoj kod druge ugovorne strane ili koja obavlja bilo kakvu vrstu poslova za nju, ovaj Ugovor je ništav. 9

## **IZMJENE I DOPUNE UGOVORA**

### **Članak 15.**

- (1) Sve izmjene i dopune ovog Ugovora moraju biti u pisanom obliku, sačinjene i sklopljene između ugovornih strana u formi Dodatka ovom Ugovoru.
- (2) Ako pojedine odredbe ovog Ugovora budu ili postanu zakonski nevažeće to neće utjecati na valjanost ostalih odredbi ovog Ugovora. Ugovorne strane će zamijeniti nevažeću odredbu važećom koja ima najbliži značenje u ekonomskom smislu. Isto će se primijeniti ako odredba nenamjerno bude izostavljena iz Ugovora.

## **STUPANJE UGOVORA NA SNAGU**

### **Članak 16.**

- (1) Ovaj Ugovor stupa na snagu potpisom ovlaštenih predstavnika Ugovornih strana.
- (2) Ukoliko se datumi potpisa ovlaštenih predstavnika Ugovornih strana razlikuju, ovaj Ugovor stupa na snagu datumom kasnijeg potpisa.

coordination with the appointed person of the Buyer as provided for in Article 12 above.

## **ANTI-CORRUPTION CLAUSE**

### **Article 14**

If regarding this Contract or in connection with this Contract any person in the name or on behalf of the other party, to its signatory or a representative or agent or to any person employed with the party or performing any kind of work for the party, makes a commitment, an offer or gives any kind of undue advantage with a view to be awarded a contract or to be awarded a contract under more favourable conditions or with a view to abandon a due diligence in exercising of contractual obligations or any other act or omission, causing damage to the other Party or providing undue advantage to the signatory, representative, agent or any other person employed with the party or performing any kind of work for it, this Contract is null and void.

## **AMENDMENTS TO THE CONTRACT**

### **Article 15**

- (1) All amendments to this Contract shall be in written form and shall be made and concluded between the parties to the Contract as an Annex to this Contract.
- (2) If individual provisions of this Contract are or become invalid, the effectiveness of other provisions of the Contract shall not be affected. The Parties undertake to replace the invalid provision by a valid one which achieves the economic result as similar as possible to that of the invalid provision. The same shall be done should a necessary individual provision be unintentionally left out of the Contract.

## **ENTRY INTO FORCE OF THE CONTRACT**

### **Article 16**

- (1) This Contract comes into force upon signing by authorised representatives of the Parties.
- (2) If the dates of signatures of authorised representatives of the Parties are not the same, the Contract shall come into force on the date of the later signature.

## RASKID UGOVORA

### Članak 17.

(1) Ugovorne strane nisu ovlaštene jednostrano raskinuti ovaj Ugovor bez skrivljenog ponašanja druge Ugovorne strane, kako je opisano u stavku 2. ovog članka.

(2) Ako jedna Ugovorna strana:

- a) u dva ili više odvojenih navrata/događaja nije isporučila odnosno nije preuzela bilo koji dio ugovorene količine električne energije ili
- b) ne isporučuje odnosno ne preuzima ugovorenu količinu električne energije neprekidno u trajanju duže od 2 dana ili
- c) ne ispuni bilo koju drugu ugovornu obvezu, druga Ugovorna strana je ovlaštena jednostrano raskinuti ovaj Ugovor, putem pisane obavijesti o raskidu Ugovora dostavljene Ugovornoj strani koja nije ispunila svoju ugovornu obvezu preporučenom poštom s povratnicom odaslanoj na adresu registriranog sjedišta.

(3) U slučaju raskida ovog Ugovora, svaka Ugovorna strana je dužna podmiriti drugoj Ugovornoj strani naknade i druge tražbine koje su nastale za razdoblje do nastupa raskida Ugovora.

(4) Ugovorna strana radi čijeg neispunjenja ugovornih obveza je Ugovor raskinut dužna je drugoj Ugovornoj strani nadoknaditi štetu.

## ZAVRŠNE ODREDBE

### Članak 18.

(1) Ovaj Ugovor sastavljen je u 5 (pet) istovjetnih primjeraka, od kojih Kupac zadržava 3 (tri) primjerka, a Prodavatelj zadržava 2 (dva) primjerka.

KUPAC:

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## CONTRACT TERMINATION

### Article 17

(1) The Contracting Parties are not authorized to unilaterally terminate this Contract without the wrongful conduct of the other Contracting Party, as described in paragraph 2 of this Article.

(2) If one Contracting Party:

- (a) On two or more separate occasions / events, it did not deliver or take over any part of the contracted amount of electricity, or
- (b) Does not deliver or take over the contracted amount of electricity continuously for more than 2 days or
- (c) Does not fulfil any other contractual obligation, the other contracting party is authorized to terminate this Contract unilaterally, through written notice of termination of the Contract submitted to the Contracting Party that has not fulfilled its contractual obligation by registered mail with return receipt sent to the address of the registered office.

(3) In the event of termination of this Contract, each Contracting Party shall settle with the other Contracting Party the fees and other claims arising for the period prior to the termination of the Contract.

(4) The Contracting Party for whose non-fulfilment of contractual obligations the Contract has been terminated shall be obliged to compensate the other Contracting Party for the damage.

## FINAL PROVISIONS

### Article 18

(1) This Contract was made in 5 (five) identical copies, of which the Buyer shall keep 3 (three) and the Seller shall keep 2 (two) copies.

(2) In case of contradiction between Croatian and English version, Croatian version shall prevail.

SELLER:

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**ANNEX 2A: PERFORMANCE GUARANTEE / BANK GUARANTEE / Form**

Date:

[Contract title]

for: Croatian Transmission System Operator Plc.

10000 Zagreb, Kupska 4, Croatia

We refer to the Contract for delivery of electricity to cover losses in the transmission system for \_\_\_ year, ("Contract") number: \_\_\_\_\_, between the Croatian Transmission System Operator Plc., as Buyer (" Buyer ") and [Seller's Name] ("Seller").

We hereby \_\_\_\_\_ [name of the bank] from \_\_\_\_\_ [name of the country], with its registered office in \_\_\_\_\_ [address of the bank] (hereinafter "the Bank") irrevocably, unconditionally and without the right to object, we undertake to pay the Buyer from the Contract by the Seller, any amount up to \_\_\_\_\_ EUR [amount of guarantee in letters and numbers].

The Bank hereby undertakes to pay to the Buyer in the above manner, upon receipt of the first written request of the Buyer for payment, signed by the authorized signatory of the Buyer, in which the Buyer declares that there has been a breach of the Contract by the Seller, any amount or more amounts to the total amount of [amount of guarantee in letters and numbers] as stated above, without the need for the Buyer to prove the validity of his claim and without the right of the Seller to dispute or examine such claim.

This warranty is valid from \_\_\_\_\_ at the latest. by \_\_\_\_\_ and any request for payment by the Buyer must be submitted to the Bank by that deadline.

The Bank's obligation under this guarantee shall terminate immediately upon expiration of the term for which it was issued, whether repaid or not, and no payment may be claimed after the expiration of the said period, or after the Bank has paid the total amount of the guarantee. .

All notices given under this warranty will be delivered by registered mail to the consignee at the address provided herein or as otherwise agreed by and between the parties herein.

The applicable law for this bank guarantee is Croatian law.

On behalf of the Bank

[name and signature]

[function]

[stamp]



**Annex 3 - INVITATION TO AUCTION**

Pursuant to Article 2 of the General Rules for the Implementation of Auctions for delivery of electricity in 2024 to cover losses in the transmission system through the CROPEX Trading Platform (hereinafter: the Rules), HOPS d.d. in the capacity of the Purchasing party publishes

**INVITATION TO AUCTION no. \_\_\_\_\_**

inviting all interested *participants in the electricity market* to participate at the auction that is the subject of this Invitation to Auction in accordance with the conditions and requirements of the Rules and to submit their bid for:

**SUBJECT OF PROCUREMENT:**

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**TECHNICAL SPECIFICATIONS:**

- Delivery period: \_\_\_\_\_
- Power and delivery profile: \_\_\_\_\_
- Place \_\_\_\_\_ of \_\_\_\_\_ delivery: \_\_\_\_\_

**ECONOMIC SPECIFICATIONS:**

- Amount of the Seriousness Guarantee: \_\_\_\_\_
- Terms of payment: \_\_\_\_\_
- Amount of Performance Guarantee: \_\_\_\_\_

Auction time: \_\_\_\_\_

The place of holding the auction: **CROPEX trading platform**

**STATEMENT ON RESTRICTIVE MEASURES WITH REGARD TO RUSSIA'S ACTIONS WHICH ARE DESTABILIZING THE SITUATION IN UKRAINE**

Purchasing party:	<i>CROATIAN TRANSMISSION SYSTEM OPERATOR Plc., Kupska ulica 4, 10000 Zagreb</i>
Subject of supply:	<i>„Electricity delivery for covering transmission system losses via CROPEX trading platform“</i>
Registration procurement number:	
Bidder	
Offer number	

In accordance with the Regulation of the Council of the European Union 2022/576 of April 8, 2022 amending Regulation no. 833/2014 on restrictive measures with regard to Russia's actions that destabilize the situation in Ukraine, I declare and guarantee that the person responsible for representing the Bidder and the Bidder are not:

- 1. Russian citizen or a natural or legal person, entity or body with a place of business in Russia;**
- 2. a legal person, entity or body in whose ownership rights the entity from point 1. directly or indirectly has more than 50% share;**
- 3. a natural or legal person, entity or body acting on behalf of or according to the instructions of the entity referred to in point 1 or 2 of this paragraph, including, if they account for more than 10% of the value of the contract, subcontractors, suppliers or entities whose capacities are relied upon in terms of public procurement directives.**

With this statement, I confirm that, in accordance with Regulation no. 2022/576, there are no obstacles to concluding a contract in the procurement procedure in question.

Place and date:	
Name and last name of the person authorized to represent the economic entity:	
Signature of the person authorized to represent the economic entity:	