**TENDER GUARANTEE FORM / *JAMSTVO ZA OZBILJNOST PONUDE***

**Works contract / Ugovor o radu**

(To be completed on paper bearing the letterhead of the financial institution) / (*treba biti sastavljeno na papiru sa zaglavljem financijske institucije*)

For the attention of/ *Na pozornost*

City of Donji Miholjac

Vukovarska 1, 31540 Donji Miholjac

referred to below as the “Contracting Authority”/

*Grad Donji Miholjac*

*Vukovarska 1, 31540 Donji Miholjac*

*nadalje navođen kao “Ugovaratelj”*

**PROJECT** Continued infrastructure construction in industrial zone “Janjevci”, IPA2007/HR/16IPO/001-040204 / ***PROJEKT*** *Nastavak izgradnje infrastrukture u industrisjkoj zoni “Janjevci”, IPA 2007/HR/16IPO/001-040204*

Title of contract: / *Naslov ugovora:* / **CONTRACT – WORKS CONTRACT** – Supply 11- Supply of construction works on the construction of infrastructure in industrial zone / ***UGOVOR – Ugovor o radovima*** *- Nabava 11 – nabava građevinskih radova na izgradnji infrastrukture u industrijskoj zoni*

Identification number: / *Identifikacijski broj:* Supply 11 – Supply of construction works on the construction of infrastructure in industrial zone / Supply 11 – Supply of construction works on the construction of infrastructure in industrial zone

We, the undersigned, [name and address of financial institution], hereby irrevocably declare that we will guarantee, as primary obligor, and not merely as a surety on behalf of [Tenderer's name and address], the payment to the Contracting Authority of 50 000,00 kn , this amount representing the guarantee referred to in article 10.2.8 of the Instructions to tenderers. /

*Mi dolje potpisani, <ime i adresa financijske institucije>, ovime neopozivo izjavljujemo da jamčimo kao primarni dužnik, a ne samo kao jamac u ime <Dobavljačevo ime i adresa>, plaćanja Ugovaratelju u iznosu od 50 000,00 kn, koji predstavlja jamstva za ozbiljnost ponude jamstvo iz članka 10.2.8. Uputa ponuditeljima.*

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation of receipt) if the Tenderer does not fulfil all obligations stated in its tender. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall inform you in writing as soon as payment has been made. /

*Plaćanje će se izvršiti bez prigovora ili pravnog postupka bilo koje vrste, po primitku vašeg prvog pismenog zahtjeva (poslan preporučenim pismom s potvrdom primitka) navodeći da ponuditelj nije izvršio svoje obveze propisane ponudom. Mi nećemo odgađati plaćanje, niti ćemo ga se protiviti iz bilo kojeg razloga*. *Obavijestit ćemo Vas u pisanom obliku čim uplata bude izvršena.*

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation of receipt) if the Tenderer

* does not deliver the Performance guarantee upon the signature of the Contract.
* withdraws its tender in its validation period
* delivers false documents (evidences) requested by this Documentation and Form 1.15
* declines to Commissioner withdraws or modifies his offer within the validity period of offer, which is a the Commissioner stated in the offer, or sign the Contract
* Commissioner, after notice of acceptance of his tender during the period tender validity fails to refuse to sign the contract in accordance with the the tender documentatio

/*Plaćanje će se izvršiti bez prigovora ili pravnog postupka bilo koje vrste, po primitku vašeg prvog pismenog zahtjeva (poslan preporučenim pismom s potvrdom primitka)* *ukoliko Ponuditelj*

* *ne dostavi izvedbenu garanciju po potpisu ugovora*
* *odustane od svoje ponude u roku njezine valjanosti,*
* *dostavi lažne dokumente (dokaze) tražene ovom Dokumentacijom i Obrascem 1.15.,*
* *odbije potpisati ugovor,*
* *Nalogodavac povuče ili izmijeni svoju ponudu unutar razdoblja važenja ponude koji je Nalogodavac naveo u ponudi, ili*
* *Nalogodavac, nakon što je obaviješten o prihvatu njegove ponude u razdoblju važenja ponude propusti li odbije potpisati ugovor u skladu s natječajnom dokumentacijom.*

We note that the guarantee will be released at the latest within 45 days of the expiry of the tender validity period, including any extensions, in accordance with Article 8. of the Instructions to Tenderers *Napominjemo da jamstvo će biti otpušteno najkasnije u roku od 45 dana od isteka valjanosti ponude, uključujući bilo koja produženja, u skladu sa člankom 8. Uputa ponuditeljima*

The law applicable to this guarantee shall be that of Republic of Croatia. Any dispute arising out of or in connection with this guarantee shall be referred to the Commercial Court in Osijek, Zagrebačka 2, 31 000 Osijek, Republic of Croatia. /

*Zakon primjenjiv na ovo jamstvo je zakon Republike Hrvatske. Svaki spor koji proizlazi iz ili je u vezi s ovim jamstvom će biti upućen na Trgovački sudu u Osijeku, Zagrebačka 2, 31 000 Osijek, Republika Hrvatska.*

The guarantee will enter into force and take effect from the submission deadline of the tender. /

*Ovo jamstvo stupa na snagu i stvara učinke od roka za dostavu ponuda.*

Done at …………..../../../*U…............……/../*

Name and first name:/*Prezime i ime ……………………………* On behalf of:/*u ime* …………………

Signature:/*potpis* ……………..

**[*stamp of the body providing the guarantee*]/[*pečat tijela koje daje jamstvo]***