# APPENDIX II – FORM OF BANK GUARANTEE FOR THE BID GUARANTEE

[ Bank, address ]

Ministarstvo gospodarstva i održivog razvoja

Radnička cesta 80

10000 Zagreb

Zagreb, dd. mm., 2022

[Bank, address, OIB] (hereinafter: Bank) is issued on behalf and for the account of [Bidder, address, OIB] (hereinafter: Principal) and in favour of the Ministry of Economy and Sustainable Development, Zagreb, Radnička cesta 80, OIB: 19370100881 (hereinafter: Beneficiary of the Guarantee) the following

**G U A R A N T E E. No. [⸱]**

**Bid Guarantee**

1. The Bank is aware that the Principal is submitting a bid in the Bidding Round Procedure for the selection of the most favorable bidder for exploration of geothermal waters in the exploration block Kotoriba in order to issue an exploration license for geothermal waters for energy purposes in accordance with the Bidding Round Documentation, CLASS: 310-34/20-01/02, RE: 405-01/01-22-3, dated
28th December2022, published by the Croatian Hydrocarbon Agency.
2. With this Guarantee, the Bank undertakes towards the Beneficiary of the guarantee to irrevocably, unconditionally and upon first call pay the amount of EUR 100,000.00 (in letters: one hundred thousand Euro) in case if the Principal withdraws from the binding bid within the validity period, if it submits false information or evidence in the bid, if it does not submit an amendment or clarification of the bid within the deadline, and if it does not submit a guarantee for the fulfilment of the obligations of the exploration period or a guarantee for the decommissioning of the exploration block within the period prescribed in the issued exploration license.
3. In addition to the terms and conditions of this Guarantee, the Bank shall pay the Guaranteed Amount, in whole or in part, on the basis of a written request for payment from the Beneficiary of the Guarantee specifying one or more circumstances on the basis of which payment under the Guarantee is requested, without the obligation of the Beneficiary of the Guarantee to justify its request, and where the amount requested for payment has not been otherwise paid, directly or indirectly, by or on behalf of the Principal.

The request of the Beneficiary of the payment guarantee shall be signed by the person authorized to represent the Beneficiary of the Guarantee.

1. This Guarantee shall become effective on the date of issuance and shall remain in effect until dd.mm.yyyy or until the original of the Guarantee is returned to the Bank, whichever is earlier, and any request for payment under this Guarantee must be received by the Bank within such period in accordance with paragraphs 2 and 3 of this Guarantee. The request for payment shall be sent to [ ⸱ ] within the aforesaid period. Payment in accordance with the relevant payment request shall be made within 8 (eight) working days after receipt of the request.

After the expiration of the period until which this Guarantee is valid, the Bank's obligation under this Guarantee shall cease and it shall not be refunded.

This Guarantee shall be issued in 3 (three) copies, of which 1 (one) is the original and 2 (two) are copies.

[ Bank ]