# ANNEX V:PRE-FINANCING GUARANTEE FORM[[1]](#footnote-1)

To be completed on paper bearing the letterhead of the financial institution

For the attention of

**Municipality of Sungurlare, Republic of Bulgaria**

refered to below as the ‘contracting authority’

Subject: Guarantee No <insert number>

Financing guarantee for the repayment of pre-financing payable under contract **“Supply of specialized equipment” within project CB005.2.12.116 “Joint nature protection”, № <СВ005.2.12.116-LP-SU-3-L1, and/or СВ005.2.12.116-LP-SU-3-L2, and/or СВ005.2.12.116-LP-SU-3-L3** /state the appropriate number according to the lot/> (please quote number and title in all correspondence)

We, the undersigned, <name, and address of financial institution>, hereby irrevocably declare that we guarantee as primary obligor, and not merely as surety on behalf of <contractor's name and address>, hereinafter referred to as ‘the contractor’, the payment to the contracting authority of <indicate the amount of the pre-financing>, corresponding to the pre-financing as mentioned in Article 26.1 of the special conditions of the contract **“Supply of specialized equipment” within project CB005.2.12.116 “Joint nature protection”, № <СВ005.2.12.116-LP-SU-3-L1, and/or СВ005.2.12.116-LP-SU-3-L2, and/or СВ005.2.12.116-LP-SU-3-L3 /state the appropriate number according to the lot**/> concluded between the contractor and the contracting authority, hereinafter referred to as ‘the contract’.

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 or receipt) stating that the contractor has not repaid the pre-financing on request or that the contract has been terminated. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall not under any circumstances benefit from the defences of the security. We shall inform you in writing as soon as payment has been made.

We accept notably that no amendment to the terms of the contract can release us from our obligation under this guarantee. We waive the right to be informed of any change, addition or amendment of the contract.

We note that the guarantee will be released 30 days at the latest after the provisional acceptance of the goods.

The law applicable to this guarantee shall be that of <the country in which the financial institution issuing the guarantee is established>. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of <the country in which the financial institution issuing the guarantee is established>.

The guarantee will enter into force and take effect on payment of the pre-financing to the contractor.

Done at [*insert place*], on [*insert date*]

|  |  |
| --- | --- |
| Signature[[2]](#footnote-2): [*signature*]  Name:  [*function at the financial institution/bank*] | Signature[[3]](#footnote-3): [*signature*]  Name:  [*function at the financial institution/bank*] |

1. Guidance on the verification of financial guarantees can be found in chapter 9.1 of the DEVCO Companion. In indirect management, the contracting authority should seek guidance from the European Commission before accepting a financial guarantee. [↑](#footnote-ref-1)
2. The name(s) and position(s) of the persons signing on behalf of the guarantor must be shown in printed characters. [↑](#footnote-ref-2)
3. The name(s) and position(s) of the persons signing on behalf of the guarantor must be shown in printed characters. [↑](#footnote-ref-3)