# ANNEX VI: PRE-FINANCING GUARANTEE FORM

**For the attention of**

**Ministry of Construction, Transport and Infrastructure**

**Nemanjina 22-26, 11000 Belgrade, Republic of Serbia**

**referred to below as the “contracting authority”**

**Subject: Guarantee No<…>**

Financing guarantee for the repayment of pre-financing payable under contract for Technical Assistance for implementation of the Serbian Inland Waterway Infrastructure Project

We, the undersigned, <name and address of financial institution > hereby irrevocably declare that we guarantee as primary obligor, and not merely as a surety, on behalf of <name and address of the contractor>, hereinafter referred to as ‘the contractor’, the payment to the contracting authority of < amount of the pre-financing*>*  corresponding to the pre-financing as mentioned in Article 29 of the general conditions of the contract < contract number and title > 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 in accordance with Article 30 of the general conditions [and in any case at the latest on (at the expiry of 18 months after the period of implementation of the tasks)][[1]](#footnote-1).

The law applicable to this guarantee shall be that of the Republic of Serbia. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of the Republic of Serbia.

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

Name: …………………………… Name: ……………………………

Position: ………………… Position: …………………

Signature[[2]](#footnote-2): …………….. Signature2: ……………..

Date: <date> Date: <date>

1. This mention has to be inserted only where required, for example where the law applicable to the guarantee imposes a precise expiry date or where the guarantor can justify that he is unable to provide such a guarantee without expiry date. [↑](#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. Can be signed using a Qualified Electronic Signature (QES) Please note that only the qualified electronic signature (QES) within the meaning of Regulation (EU) No 910/2014 (eIDAS Regulation) will be accepted. [↑](#footnote-ref-2)