**Annex No. 7**

**To the Regulations with ID No. RTU-2018/8**

**Guarantee Form of the Warranty Obligations Performance on First Demand\***

Riga, \_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 201\_\_

Addressee: Riga Technical University

Reg. No. 3341000709, address: 1 Kaļķu Street, Riga, LV-1658

Facility: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Whereas the Procurement Agreement No. \_\_\_\_\_\_\_\_\_ is concluded with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(form of business organisation, name, registration number, registered office address)* (hereinafter – the Contractor) on \_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 201\_\_ in accordance with the procurement “Acquisition of Scientific Equipment for RTU Faculty of Materials Science and Applied Chemistry: 500 MHz Nuclear Magnetic Resonance Spectrometer”, procurement identification No. RTU - 2018/8, and in conformity with the Agreement the Contractor is obliged to replace the guarantee of execution of the warranty withheld by submitting this guarantee for the fulfilment of such warranty obligations,

we, \_\_\_\_\_\_\_\_\_\_\_\_ *(form of business organisation, name, registration number, registered office address)* hereby issue an irrevocable guarantee of the fulfilment of the warranty obligations on first demand and undertake to remit payment to Riga Technical University (hereinafter – the Customer) in the claim amount, which does not exceed **5%** (five percent) of the Agreement amount, w/o VAT, i.e. **EUR \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)**, and undertake an obligation to pay in the event the Contractor does not fulfil the Agreement provisions upon occurrence of a warranty case.

*\_\_\_\_\_\_\_\_\_\_\_\_\_ (name)* undertakes to pay the aforementioned amount to the Customer on the first written demand within 5 (five) working days, not requiring to substantiate the claim, on condition the Customer provides in its claim that the required amount is due to the occurrence of the aforementioned condition.

This guarantee takes effect on \_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 201\_\_ and remains valid for the entire warranty period set by the Agreement.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(position) (signature) (first name, surname)*

\*The Bidder may submit the guarantee of the performance of the warranty obligations on first demand, which differs in content from the guarantee form provided in these Regulations, if such guarantee includes the significant constituent parts of this form, and namely:

1. The warranty obligations performance guarantee is an irrevocable first demand guarantee which is applied to the procurement, where the Bidder has submitted its Bid;
2. Performance of the warranty obligations is secured in a guarantee form in the aforementioned amount in accordance with the requirements of the Regulations;
3. The payment claimed by the Customer is made unconditionally within 5 (five) working days to the account provided by the Customer upon receipt of the first demand of the Customer;
4. The warranty obligations performance guarantee is in force for the entire warranty period set by the Procurement Agreement.