**Annex No. 8**

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

**Guarantee Form of Refunding Prepayment on First Demand\***

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(form of business organisation, name, registration number, registered office address)*, hereinafter – the Guarantee Provider,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(Contractor’s name, registration number, registered office address)*, hereinafter – the Contractor,

**Riga Technical University** (unified registration No. 3341000709; registered office address: 1 Kaļķu Street, Riga, LV-1658), hereinafter – the Customer or the Guarantee Receiver,

Within the framework of the Agreement No. \_\_\_\_\_\_\_\_\_ concluded between the Contractor and the Customer on \_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 201\_\_ on “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, hereinafter – the Agreement, in order to ensure performance of the Contractor’s obligations concerning refunding of the prepayment in cases prescribed by the Agreement, the Contractor must submit to the Customer a prepayment refunding guarantee on first demand.

The Guarantee Provider undertakes an obligation to pay to the Guarantee Receiver any claimed amount within the prepayment guarantee amount of EUR \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(amount in words),* hereinafter – the Guarantee Amount*,* in the event of receiving the respective written claim from the Guarantee Receiver.

This guarantee takes effect on \_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 201\_\_ and remains valid until performance of the obligations set by the Agreement with regards to refunding of the received prepayment.

The payment shall be made unconditionally within 5 (five) working days to the account provided by the Guarantee Receiver upon receipt of the first demand for the Guarantee. Claims of the Contractor or the Guarantee Provider may not serve as a reason for the payment delay.

We will not delay the payment and will not withdraw in any way from the obligation to make such payment. We will inform about remitting the payment in writing within 5 (five) working days upon receipt of the first demand for the Guarantee.

The Guarantee Receiver may submit the demand for the prepayment refunding guarantee to the Guarantee Provider the moment when the prepayment amount in the Guarantee Amount is credited on the Contractor’s account, on condition that the information the Guarantee Provider receives concerning performance of the transfer of such amount contains and indication allowing the Guarantee Provider to identify the connection of the transfer of such amount with this guarantee.

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

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

\*The Bidder may submit the prepayment refunding guarantee 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 prepayment refunding guarantee is an irrevocable first demand guarantee which is applied to the procurement, where the Bidder has submitted its Bid;
2. Performance of the prepayment refunding guarantee 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 prepayment refunding guarantee is in force for the entire period set by the Procurement Agreement.