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

**For the attention of**

**AICS Cairo – Italian Agency for Development Cooperation**

1081 Corniche El Nil, Garden City, Cairo, Egypt

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

**Subject: Guarantee No<…>**

Financing guarantee for the repayment of pre-financing payable under contract Ref no. **CIG B1AB73560B, Lot 1: “Capacity building services for the improvement of extension services. Training, field demonstration**” (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 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.

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.

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. Guidance on the verification of financial guarantees can be found in chapter 9.1 of the INTPA 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. 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)