Ref. Ares(2023)6071821 - 07/09/2023

VOLUME 2

SECTION 5:
GUARANTEE ON PRE-FINANCING[1]

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

For the attention of
Ministry of Transport and Infrastructure, Directorate General for European Union Affairs and Foreign Relations, Department of European Union Investments,
with its office at Hakkı Turayliç Cad. No.5, B Blok, Kat: 10, Emek 06490 Ankara, Türkiye
represented for its part by Mr. Burak AYKAN, Head of Operating Structure
Referred to below as the 'contracting authority'

Subject: Guarantee No. …

Financing guarantee for the repayment of pre-financing payable under contract **TR14WKS301 - Works for Bicycle Road in Trabzon** (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 46 of the special conditions of the contract **TR14WKS301 - Works for Bicycle Road in Trabzon** 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 the Article 46.7 of the general conditions. [and in any case at the latest on (at the expiry of 18 months after the implementation period of the contract)][2].

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.

[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.

[2] 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.

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

[*Signature*][3]

[*Function at the financial institution/bank*]

[*Signature*][4]

[*Function at the financial institution/bank*]

Stamp of the body providing the guarantee

[3] 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.

[4] 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.