

ANNEX V: MODEL PERFORMANCE GUARANTEE / PRILOGA V: VZOREC GARANCIJE ZA IZVEDBO

<To be completed on paper bearing the letterhead of the financial institution > / <Se izpolni na papirju, ki ima glavo (logo) finančne institucije>

For the attention of / V vednost

Občina Radenci, Radgonska cesta 9, 9252 Radenci
referred to below as the "Contracting Authority" / v nadaljevanju imenovanega "naročnik"

Subject: Guarantee No... / Zadeva: Garancija št. ...

Performance Guarantee for the full and proper execution of contract <Contract number and title> (please quote number and title in all correspondence) / Garancija za polno in ustrezno izvajanje pogodbe <Številka in naziv pogodbe> (prosimo, navedite številko in naziv pri vsakem dopisovanju)

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 <Contractor's name and address>, hereinafter referred to as "the Contractor", payment to the Contracting Authority of <amount of the performance guarantee>, representing the performance guarantee mentioned in Article 11 of the Special Conditions of the contract <contract number and title> concluded between the Contractor and the Contracting Authority, hereinafter referred to as "the Contract". / Spodaj podpisani, <ime in naslov finančne institucije>, nepreklicno izjavljamo, da zagotavljamo kot prvi zavezanec in ne le kot porok v imenu <ime in naslov izvajalca>, v nadaljevanju imenovanega "izvajalec", plačilo naročniku v znesku <višina garancije za izvedbo>, ki predstavlja garancijo za izvedbo, omenjeno v 11. členu Posebnih pogojev pogodbe <številka in naziv pogodbe>, ki sta jo podpisala izvajalec in naročnik in se v nadaljevanju imenuje "pogodba".

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 of receipt) stating that the Contractor has failed to perform its contractual obligations fully and properly and that the Contract has been terminated. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall inform you in writing as soon as payment has been made. / Plačilo se bo izvedlo brez ugovora ali kakršnih koli pravnih postopkov ob prejemu vašega prvega pisnega zahtevka (poslanega s priporočenim pismom s potrdilom o prejemu), v katerem je navedeno, da izvajalcu ni uspelo ustrezno in v celoti izpolniti pogodbenih obveznosti ter da je bilo sodelovanje z

njim prekinjeno. S plačilom ne bomo zavlačevali ter mu ne bomo oporekali iz nikakršnega razloga. O izvršenem plačilu vas bomo tudi pisno obvestili.

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 to the Contract. / Zlasti sprejemamo dejstvo, da spreminjanje pogodbenih obveznosti ne more vplivati na oprostitev naših obveznosti po tej garanciji. Odpovedujemo se pravici, da smo obveščeni o vsaki spremembi ali dodatku k pogodbi.

We note that the guarantee will be released within 45 days of the issue of the final acceptance certificate (except for such part as may be specified in the Special Conditions in respect of after sales service). [and in any case at the latest on (at the expiry of 18 months after the implementation period of the Contract)]¹. / Seznanjeni smo z dejstvom, da bo garancija izdana v 45 dneh od izdaje potrdila o končnem prevzemu (razen kadar Posebni pogoji z ozirom na poprodajne storitve določajo drugače). [in v vsakem primeru najkasneje (ob izteku 18-mesečnega roka po končanem obdobju izvajanja pogodbe)]².

Any request to pay under the terms of the guarantee must be countersigned by the Head of Delegation of the European Union. In case of a temporary substitution of the Contracting authority by the Commission, any request for payment of the guarantee will only bear the signature of the representative of the Commission, whether the Head of Delegation concerned, or the authorised person at Headquarters level. / Vsaka zahteva po plačilu pod garancijskimi pogoji mora biti sopodpisana s strani vodje delegacije Evropske unije. V primeru, da Komisija začasno nadomešča naročnika, bo vsako zahtevo podpisal le predstavnik Komisije, bodisi vodja zadevne delegacije ali oseba, ki so jo za to pooblastili na ravni sedeža.

The law applicable to this guarantee shall be that of Slovenia. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of Slovenia. / Za to garancijo se uporablja pravo Slovenije. Vsak spor, ki izhaja iz te garancije oziroma se na njo nanaša, se predloži sodiščem Slovenije.

This guarantee shall enter into force and take effect upon its signature. / Ta garancija stopi v veljavo z dnem njenega podpisa.

Name: / Ime:

Position: / Položaj:

³ Signature: / ⁴ Podpis:

Date: <Date> / Datum: <Datum>

¹ This mention has to be inserted only where required, for example where the law applicable to the guarantee imposes a precise expiry date

² Ta navedba se vstavi le tam, kjer je to potrebno; na primer, kjer pravo, ki se uporablja pri tej garanciji, odredi točno določen datum poteka veljavnosti.

³ The name(s) and position(s) of the persons signing on behalf of the guarantor must be shown in printed characters.

⁴ Ime(na) in položaj(i) oseb podpisnic v imenu garanta morajo biti napisani s tiskanimi črkami.