**Form of Bank Guarantee of Performance of Procurement Contract**

\_\_\_\_ /\_\_\_ / 20\_ No. \_\_\_\_\_\_\_\_\_\_

/name of city/

/name of Contracting Entity, address/ (hereinafter referred to as “Contracting Entity”) has notified that it has been awarded a public procurement contract (specify the contract number) by the Administration of Vilnius City Municipality, Konstitucijos pr. 3, Vilnius (hereinafter referred to as the “Creditor”) / name of procurement/ public procurement (number to be indicated) and has been invited to enter into a public procurement contract for /contract object to be entered/ (hereinafter “the Contract”).

/name/ bank, represented by /name of branch/ branch of /bank/, /address/ (hereinafter referred to as the “Bank”), under the terms and conditions set out in this Guarantee, irrevocably undertakes to pay to the Creditor not more than \_\_\_\_(/amount in words, name of currency/) within 10 business days, upon receipt of the first written demand for payment by the Creditor (in electronic form) by e-mail \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , specifying the Guarantee No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, confirming that the Contracting Entity has failed to fulfill the terms of the Contract, specifying which terms of the Contract have not been fulfilled. The Creditor shall not be obliged to justify the non-fulfillment of the terms of the Contract as specified in the claim.

This commitment shall be binding on the Bank and its successors.

The demand for payment must be signed by an electronic signature of the Creditor's manager or a duly authorized person that meets the requirements for a qualified electronic signature. If the claim is signed by an authorized person, a power of attorney must be provided. If the power of attorney is submitted in electronic form, it must be signed with an electronic signature that meets the requirements for a qualified electronic signature.

The Bank's obligation is solely to the Creditor, and the Guarantee is therefore non-transferable and non-collateralizable.

The amount specified in this Guarantee will be reduced accordingly after each payment by the Bank under this Guarantee.

This guarantee shall be valid until ***\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_***.

All of the Bank's guarantee obligations to the Creditor under this Guarantee shall terminate upon the occurrence of any of the following conditions:

1. The time limit laid down in the guarantee expires;

2. The Creditor notifies the Bank in writing that:

2.1. It waives its rights under this Guarantee;

2.2. The Contracting Entity has fulfilled the obligations laid down in this Guarantee.

Any claims of the Creditor will be waived if they are received at the Bank's address above after the expiry of the guarantee period.

Subsequent amendments or additions to the Contract or other related documents shall not affect the enforceability and/or scope of the Bank's obligations under this Guarantee and shall not relieve the Bank from full performance of its obligations under this Guarantee.

This guarantee shall be governed by the law of the Republic of Lithuania. Disputes between the Parties shall be settled in accordance with the procedure established by the laws of the Republic of Lithuania.

/Position of the authorized person/ /signature/ /name and surname/

**Municipality Authorized body Carrier**

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