



## LETTER OF GUARANTEE

Beneficiary:

**M-NAV" A.D.(JSC.) SKOPJE**

**Bosfor/7**

**Mralino 1041, Ilinden**

**Republic of Macedonia**

**Bank Guarantee No. 1901452029**

We were informed that **Řízení letového provozu České republiky, státní podnik (ŘLP ČR, s.p.), Jeneč, Navigační 787, Id. No.: 49710371, Czech Republic**, entered into the Commercial Register kept by the Municipal Court in Praha, Section A, Insert 10771 (the "**Client**") has bidden for entering into a contract with you, based on your TENDER DOCUMENTATION FOR PROCEDURE WHICH WILL BE CONDUCTED IN PAPER FORM AND FINALIZED WITH E-AUCTION from February 2019 concerning OPEN PROCEDURE ON AWARDING PUBLIC PROCUREMENT CONTRACT ON THE SERVICE: **FLIGHT INSPECTION OF ILS-MSK, ILS-OHR, VOR/DME-SIN, VOR/DME-SKJ, DVOR/DME-OH, NDB/DME-PEP, NDB-PT, NDB/DME-IZD** (the "**Tender**") and that a bank guarantee (bid bond) amounting to **EUR 2.739,00** securing fulfilment of the Client's bid submitted in relation with the Tender is required.

By order of the Client, we, **Komerční banka, a.s.**, registered office at Praha 1, Na Příkopě 33 čp 969, PSČ 114 07, Id. No. 45317054, Czech Republic, entered into the Commercial Register kept by the Municipal Court in Praha, Section B, Insert 1360, hereby irrevocably undertake to pay you, without any delay and objections, any amount(s) up to the maximum amount of

**EUR 2.739,00**

**in words Euro Two Thousand Seven Hundred and Thirty Nine 00/100**  
(the "**Guaranteed Amount**")

upon the receipt of your first written demand signed by handwriting by your authorized representative/s that shall comply with all terms of this guarantee and shall contain your written statement that the Client failed to fulfil the obligation(s) ensuing from its bid submitted in relation with the Tender (the "**Demand**").

The Client, the Tender and the unfulfilled obligation(s) must also be identified in the Demand.

The Demand must be delivered in paper form, only to our address **Komerční banka, a.s., Head Office, Bank Guarantees (3833), Na Příkopě 33, Praha 1, PSČ 114 07, Czech Republic** not later than on the Expiry date of this guarantee as stated below.

Your signatures on the Demand must be verified by your bank confirming that the signatures are authentic and legally binding on the Beneficiary.

The Guaranteed Amount shall be decreased by every payment from this guarantee made by us. This guarantee shall terminate after the whole Guaranteed Amount has been paid out.

This guarantee is effective until **30 June 2019** inclusive (the "**Expiry date**"). This guarantee expires by lapse of the Expiry date regardless whether the Expiry date is a business day or not at the place for presentation of the Demand.

This guarantee shall also terminate by lapse of the day when the original of this letter of guarantee is returned to us, if such return occurs prior to the Expiry date.

This guarantee is not transferable. Proceeds ensuing from this guarantee cannot be assigned or pledged.



**KB**

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, International Chamber of Commerce Publication No. 758.

In Praha dated 7 March 2019

