

VOLUME 2

SECTION 4 SPECIMEN PERFORMANCE GUARANTEE

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

For the attention of
Delegation of the European Union to the Republic of Serbia
Finance and Procurement Section,
Avenija 19a Building,
Vladimira Popovica 40/V,
11070 New Belgrade, Republic of Serbia
referred to below as the 'Contracting Authority'

Subject: Guarantee No ...

Performance Guarantee for the full and proper execution of Contract "**Refurbishing and furnishing of the EUIC Belgrade**", CRIS no. 2015/XXX-XXX (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 [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 15 of the Special Conditions of the Contract "**Refurbishing and furnishing of the EUIC Belgrade**", CRIS no. 2015/XXX-XXX, concluded between the Contractor and the Contracting Authority, hereinafter referred to as 'the Contract'.

Payment will 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 fulfil its contractual obligations fully and properly or that the Contract has been terminated. We will not delay the payment, nor will we oppose it for any reason whatsoever. We will inform you in writing as soon as payment has been made.

We accept 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.

We note that the guarantee will be released in accordance with Article 15.8 of the General Conditions to the Contract [and at the latest on (at the expiry of 18 months after the implementation period of the Contract)].¹

The law applicable to this guarantee will be that of Belgium. Any dispute arising out of or in connection with this guarantee will be referred to the courts of Belgium.

¹ This mention should 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.

The guarantee will enter into force and take effect upon its signature.

Done at, .././..

Name and first name: On behalf of:

Signature:

[stamp of the body providing the guarantee]