

## **Annex I.2 - Performance Bond Model**

**ANNEX I.2**

[Letterhead of the bank,  
financial institution or third party guarantor]

**GUARANTEE**

&lt;Place/Date&gt;

European Parliament  
Plateau de Kirchberg  
L-2929 LUXEMBOURG

Directorate-General for <.....>  
Directorate for <.....>  
<.....> Unit  
Attn. <authorising officer responsible>

**Performance guarantee**

&lt;Contract / Agreement&gt; No &lt;reference .....&gt;

**Purpose of contract** <brief description >

We hereby confirm that we are jointly and severally standing guarantor vis-à-vis the European Parliament, unconditionally, autonomously and irrevocably for an indefinite period and up to a maximum amount of

**EUR <000>** (in words: <xxx> EUR)

for satisfactory performance of the above contract concluded between the European Parliament, the Secretariat of which is located at Plateau de Kirchberg, L-2929 Luxembourg, represented by <authorising officer responsible>, hereinafter referred to as 'the European Parliament',

and

<Natural or legal person/company name/address as given in Contract No <.....>, hereinafter referred to as 'the Contractor/Beneficiary'.

If the European Parliament informs the guarantor that the <Contractor/Beneficiary> has not fulfilled his/its contractual obligations, for whatever reason, the guarantor undertakes to pay at once, into the account specified by the European Parliament, the maximum amount of [**EUR <000>** (in words: <xxx> EUR)], upon the first written request submitted to the guarantor by the European Parliament (by registered letter with acknowledgement of receipt) and within 15 days of the date of dispatch of that request, with no exceptions or objections of any kind being allowed. The European Parliament may call in this guarantee once or several times, but the total of such calls may not exceed the maximum amount.

The obligations on the guarantor in accordance with this guarantee are not affected by any measures taken or agreements made by the European Parliament with the <Contractor/Beneficiary> that would concern the obligations of the <Contractor/Beneficiary> under the contract.

This guarantee enters into force immediately.

This guarantee expires on the return of this document, which must take place within <60> days of the date of final acceptance of the services, works or supplies in accordance with the terms of the contract, except in cases of non-performance, incorrect performance or delayed performance of the contract. The guarantee will then be distrained in proportion to the gravity of the loss sustained.

This guarantee is subject to ... law [indicate the law applicable to the invitation to tender]. Any dispute relating to this guarantee comes under the exclusive competence of the [indicate the competent jurisdiction: either the General Court of the Court of Justice of the European Union, or the courts of the country of the law applicable].

<Place/Date>

<Signature/job title>