

VOLUME 2

SECTION 4

SPECIMEN PERFORMANCE SECURITY

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

For the attention of
**Ministry of Industry and Technology - DG for EU and Foreign Affairs – Directorate of EU
Financial Programmes, (MoIT/ DoEUFP),
Mustafa Kemal Mahallesi, Dumlupınar Bulvarı, (Eskişehir Yolu 7.Km), 2151.Cadde, No:154/A,
Kat:7, 06530, Çankaya/Ankara, Turkey**
referred to below as the ‘contracting authority’

Subject: Guarantee no. ...

Performance guarantee for the full and proper execution of contract **TR14C1.1.05-02/001
‘Construction for the Establishment of Common Use Ateliers in TRB2 Region Project’** (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 **TR14C1.1.05-02/001 ‘Construction for the Establishment of
Common Use Ateliers in TRB2 Region Project’** 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. We will not delay the payment, nor will
we oppose it for any reason whatsoever. We shall not under any circumstances benefit from the
defences of the security. 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 Sub-clause 14.9 of the General and
Particular Conditions to the contract [and in any case at the latest on (at the expiry of 18 months after
the implementation period of the contract)].¹

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 law applicable to this security shall be that of the Republic of Turkey. Any dispute arising out of or in connection with this security shall be referred to the courts of Ankara, Turkey.

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

Done at *[insert place]*, on *[insert date]*

[Signature]

[Signature]

[Function at the financial institution/bank]

[Function at the financial institution/bank]

Stamp of the body providing the guarantee