

Performance guarantees cover the compliance with substantial contractual obligations until the contracting authority has given its final approval for the supply/service. The performance guarantee must not exceed 10% of the total price of the specific contract. The contracting authority must release the guarantee fully after a final certificate of conformity of the supplies has been delivered and/or after the services have been finally approved, as provided for in the specific contract.

Retention money guarantees cover the full delivery of the supplies/service in accordance with the specific contract including during the contract liability period and (in case of supplies) until a final certificate of conformity has been delivered by the contracting authority. The retention money guarantee must not exceed 10% of the total price of the specific contract. The contracting authority must release the guarantee after the expiry of the contract liability period as provided for in the specific contract.

The contracting authority must not request a retention money guarantee for a specific contract where it has requested a performance guarantee.

II.20.6. Interim payments and payment of the balance

The contractor (or leader in case of a joint tender) must send an invoice for interim payment, as provided for in Article I.6 or in the tender specifications or in the specific contract.

The contractor (or leader in case of a joint tender) must send an invoice for payment of the balance within 60 days of the end of the period of provision of the supplies/service, as provided for in Article I.6, in the tender specifications or in the specific contract.

Payment of the invoice and approval of documents does not imply recognition of the regularity, authenticity, completeness and correctness of the declarations and of the information they contain.

Payment of the balance may take the form of recovery.

II.20.7. Suspension of the time allowed for payment

The contracting authority may suspend the payment periods specified in Article I.6 at any time by *notifying* the contractor (or leader in case of a joint tender) that its invoice cannot be processed. The reasons the contracting authority may give for not being able to process an invoice are:

- (a) because it does not comply with the FWC;
- (b) because the contractor has not produced the appropriate supplies/deliverables or documents or
- (c) because the contracting authority has observations on the supplies/deliverables or documents submitted with the invoice.

The contracting authority must notify the contractor (or leader in case of a joint tender) as soon as possible of any such suspension, giving the reasons for it.

Suspension takes effect on the date the contracting authority sends the notification. The remaining payment period resumes from the date on which the requested information or revised documents are received or the necessary further verification, including on-the-spot checks, is carried out. Where the suspension period exceeds two months, the contractor (or leader in case of a joint tender) may request the contracting authority to justify the continued suspension.

Where the payment periods have been suspended following rejection of a document referred to in the first paragraph of this Article and the new document produced is also rejected, the contracting authority reserves the right to terminate the specific contract in accordance with Article II.17.1(c).