

- 6.3** Without prejudice to the contracting authority's other rights under Articles I.16 and II.18 of the FWC, if the contractor fails to meet his obligations, the specific contract with the contracting authority may be terminated in accordance with Article II.7 of the General Conditions of the FWC. This clause applies throughout the term of the specific contract.

ARTICLE 7: GUARANTEES

7.1 Performance guarantee

[Not applicable]

[or]

[This contract is subject to a performance guarantee of [complete] % of the price of the contract [excluding travel expenses]]. The contractor (or leader in the case of a joint tender) must provide a performance guarantee in the form of a financial guarantee for EUR [amount in figures and in words] in accordance with the conditions laid down in Article II.21.5. The guarantee must be released [30] [60] [90] days after the final approval of the services.]

7.2 Retention Money Guarantee

[Retention money guarantee is not applicable to this specific contract.]

[This contract is subject to a retention money guarantee of [complete] % of the price of the contract [excluding travel expenses]].

[Option 1: Retention money guarantee by deduction]

[The guarantee is constituted by deduction of this amount on payments. It will be withheld for up to [30] [60] [90] days after the final approval of the service.]

[Option 2: Retention money guarantee by financial guarantee]

[The contractor (or leader in the case of a joint tender) must provide a retention money guarantee in the form of a financial guarantee for EUR [amount in figures and in words] in accordance with the conditions laid down in Article II.21.5. The guarantee must be released [30] [60] [90] days after the final approval of the services.]

ARTICLE 8: GENERAL ADMINISTRATIVE PROVISIONS

- 8.1** Any communication under this specific contract shall be made in accordance with Article I.8 of the FWC.

- 8.2** The persons responsible for the implementation of this specific contract