

**BANK GUARANTEE  
FOR  
PAYMENT OF ADVANCES**

**To:** The University of the West Indies  
St. Augustine, Campus  
Trinidad & Tobago

**(Name of Project and description of Project)**

We the undersigned .....(name and address of bank/insurance company)  
.....hereby guarantee as primary obligor and not merely as surety, on  
behalf of.....(name and address of  
Contractor/Supplier)..... the payment without contestation and upon receipt  
of your first written demand, of .....amount in words and  
figures (VAT Exclusive)..... representing .....% of the contract amount.

This guarantee shall become effective and operative on receipt of the advance payment on the  
account of .....(name and address of Contractor/Supplier)..... under the  
contract agreement.

The University (*herein called the Employer*) has agreed to make this advance payment to the  
Contractor/Supplier to assist in procurement of the goods/equipment and will be recovered by the  
Employer from the Contractor/Supplier in the manner hereinafter appearing.

The Guarantor has agreed to guarantee the repayment by the Contractor/Supplier and recovery of  
the Advance Payment in manner hereinafter appearing.

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

1. If the Advance Payment shall not have been recovered by the Employer in manner hereinafter appearing that is to say by deduction in .....(*Number of Installments*) *equal installments of (Amount of each installment)*..... the Contractor/Supplier as stated in each payment certificate in accordance with the Contract commencing with the first then the Guarantor shall irrevocably and unconditionally indemnify the Employer against all losses damages claims costs and expenses which may be incurred by it by reason of any default on the part of the Supplier in performing and observing the agreements and provisions on its behalf contained in the Contract relating to the Advance Payment and its repayment and recovery.
2. The Guarantor shall not be discharged or released from this Guarantee by any arrangement made between the Contractor/Supplier and the Employer without the assent of the Guarantor or by an alteration in the obligations undertaken by the Contractor or by any forbearance or forgiveness whether as to payment to performance or otherwise in respect of any matter or thing concerning the Contract provided however that if any part of the Advance Payment is recovered as aforesaid the amount of this Guarantee shall be reduced accordingly by an amount equivalent to the amount so recovered.
3. This Guarantee shall automatically cease on liquidation of the liability for the Advance Payment.
4. This Guarantee is governed under the laws of the Republic of Trinidad and Tobago.

We take note that the release of the Guarantee and the advice of release will follow upon the issue of the Acceptance Certificate for ..... (*Name of Project & Description of the Works*)..... by the Employer on the date on which such acceptance is deemed to have been given.

THE COMMON SEAL OF ( *name of Contractor/Supplier* ) }

was hereunto affixed by                      its Secretary, in the    }  
presence of                                      one of its Directors who    }  
signed same in accordance with the Bye Laws of the            }  
Company in the presence of:    }

OR

Signed and Delivered by the within named Contractor:    ) .....  
**Name of Contractor** in the presence of:                        ) *Signature of Duly Authorised Officer*  
  )

[Company Stamp]

THE COMMON SEAL OF ( *name of Primary Obligor* )    }  
was hereunto affixed by                      its Secretary in the    }  
presence of                                      one of its Directors who    }  
signed same in accordance with the Bye Laws of the            }  
Company in the presence of:    }

OR

Signed and Delivered by the within (*Named Primary Obligor*) .....  
in the presence of:    ) *Signature of Duly Authorised Officer*  
  )  
  ) [Company Stamp]  
  )