



**St. VINCENT ELECTRICITY SERVICES LIMITED (VINLEC)-
Request for Proposal for the Cane Hall BESS Project,
Engineering, Procurement and Construction (EPC) Contract,
St. Vincent**

Appendix K – Advance Payment Bond

Date		
Company Name		
Company Address		
Contact Name		Phone Number:
Contact Title		E-mail Address:

**Reference: Engineering, Procurement, Construction (EPC) and Project Commissioning for
VINLEC Cane Hall Battery Energy Storage System (BESS)**

Advance Payment Bond

1 THE parties to this Bond are:

whose registered office is at-----
-----('the Surety'),

and

ST. VINCENT ELECTRICITY SERVICES LIMITED (VINLEC)

whose registered office is at Paul's Avenue, Kingstown, St. Vincent and the Grenadines
(‘the Employer’).



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- 2 The Employer and-----('the Contractor') have agreed to enter into a contract for Engineering, Procurement, and Construction '(the Works)' of a ----- (MW) Battery Energy Storage System at Cane Hall Power Station, St. Vincent and the Grenadines ('the Contract').
- 3 The Employer has agreed to pay the Contractor the Sum of ----- (insert dollar amount) as an advance payment of sums due to the Contractor under the Contract (the Advance Payment) for reimbursement by the Surety on the following terms:
 - (a) When the Surety receives a demand from the Employer in accordance with Clause 3(b) the Surety shall repay the Employer the sum demanded up to the amount of the Advance Payment.
 - (b) The Employer shall in making any demand provide to the Surety a completed notice of demand (as per Annexure 1, Part II of the EPC Contract) which shall be accepted as conclusive evidence for all purposes under this Bond.
 - (c) The Surety shall within 5 Business Days after receiving the demand pay to Employer the sum so demanded. 'Business Day' means the day (other than a Saturday or a Sunday) on which commercial banks are open for business in St. Vincent and the Grenadines.
- 4 Payments due under this Bond shall be made notwithstanding any dispute between the Employer and the Contractor and whether or not the Employer and the Contractor are or might be under any liability one to the other. Payment by the Surety under this Bond shall be deemed a valid payment for all purposes of this bond and shall discharge the Surety from liability to the extent of such payment.
- 5 The Surety consents and agrees that the following actions by the Employer may be made and done without notice to or consent of the Surety and without in any way affecting changing or releasing the Surety from its obligations under this Bond and the liability of the Surety hereunder shall not in any way be affected hereby. The actions are:
 - (a) waiver by the Employer of any of the terms, provisions conditions obligations and agreements of the Contractor or any failure to make demand upon or take action against the Contractor;



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(b) any modification or changes to the Contract: and/or

(c) the granting of any extension of time to the Contractor without affecting the terms of clause 7-c below.

6 The Surety's maximum aggregate liability under this Bond which shall commence on payment of the advance by the Employer to the Contractor shall be the amount of which shall be reduced by the amount of any reimbursements made by the Contractor to the Employer as advised by the Employer in writing to the Surety.

7 The obligations of the Surety and under this Bond shall cease upon whichever is the earliest of:

(a) the date on which the Advance Payment is reduced to nil as certified in writing to the Surety by the Employer;

(b) the date on which the Advance Payment or any balance thereof is repaid to the Employer by the Contractor (as certified in writing to the Surety by the Employer) or by the Surety; and

(c) the expiration of the date of Practical Completion as defined within the EPC Contract,

and any claims hereunder must be received by the Surety in writing on or before such earliest date.

8 This Bond is not transferable or assignable without the prior written consent of the Surety. Such written consent will not be unreasonably withheld.

9 This Bond shall be governed and construed in accordance with the laws of St. Vincent and the Grenadines.

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IN WITNESS hereof this Bond has been executed as a Deed by the Surety and delivered on the date below:

SIGNED SEALED AND DELIVERED)	
for and on behalf of)	
)	_____
BANK LIMITED ("the Surety"))	
by)	
and)	
two of its duly constituted attorneys on record)	
in the presence of)	
)	_____
_____)	
)	
_____)	
)	
NOTARY PUBLIC)	