

VOLUME 2

SECTION 5:

SPECIMEN ADVANCE PAYMENT GUARANTEE

(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. ...

Financing guarantee for the repayment of pre-financing payable under 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 surety on behalf of <contractor's name and address>,
hereinafter referred to as “the contractor”, the payment to the contracting authority of <indicate the
amount of the pre-financing>, corresponding to the pre-financing as mentioned in Article 46 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 shall be made without objection or legal proceedings of any kind, upon receipt of your first
written claim (sent by registered letter with confirmation or receipt) stating that the contractor has not
repaid the pre-financing on request or that the contract has been terminated. We shall not delay the
payment, nor shall we oppose it for any reason whatsoever. We shall not under any circumstances benefit
from the defences of the security. We shall inform you in writing as soon as payment has been made.

We accept notably 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 of the
contract.

We note that the guarantee will be released in accordance with the Sub-Clause 14.2 of the General and
Particular Conditions [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 has to 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 guarantee shall be that of the Republic of Turkey. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of Ankara, Turkey.

The guarantee will enter into force and take effect on payment of the pre-financing to the contractor.

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

[Signature]

[Function at the financial institution/bank]

[Signature]

[Function at the financial institution/bank]

Stamp of the body providing the guarantee