

Part 1

The Security Deposit Guarantee shall be a guarantee issued under the eGuarantee@Gov programme with the template reference code GOV_UT (or such other template reference code as the Authority may from time to time notify the Contractor in writing) and any other data fields (e.g. case reference number) as the Authority may specify from time to time. For more information on the template and regarding applications for such a guarantee from participating financial institutions, please visit www.eguarantee.gov.sg.

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Part 2**SPECIMEN OF BANKER'S GUARANTEE/ INSURANCE PERFORMANCE BOND**

To: Building and Construction Authority, located at 52 Jurong Gateway Road #11-01 Singapore 608550, and his successors in office for and on behalf of the Government of the Republic of Singapore (hereinafter called the "Licensor")

Whereas on the _____ day of _____ an Agreement (hereinafter called "the Contract") was made between _____ (name of Licensee) of _____ (address) (hereinafter called "the Licensee") of the one part and the Government of the Republic of Singapore c/o Building and Construction Authority (hereinafter called "the Licensor") of the other part whereby the Licensor agreed to issue a Licence to the Licensee for the Management and Operation of Storage Plot at **Pulau Punggol Aggregate Terminal – Plot XX** ("Premises") for the:

- (i) Monthly Licence Fee of Singapore Dollars _____ (S\$ _____) (excluding GST); and

And Whereas the Licensee is required under the Contract to pay **Three (3)** months of the Monthly Licence Fee as a Security Deposit for the performance of his obligations under the Contract.

Now in consideration of the Licensor not insisting on the Licensee paying **Three (3)** months of the Monthly Licence Fee as a security deposit for the said Licence Agreement, **we (at the request of the Licensee) hereby agree** as follows:

1 In the event of the Licensee failing to fulfil any of the terms and conditions of the said Licence Agreement, we shall indemnify the Licensor against all losses, damages, costs, expenses or otherwise sustained by the Licensor thereby up to the sum of Singapore Dollars _____ (S\$ _____) ("the Guaranteed Sum") upon receiving your written notice of claim for payment made pursuant to Clause 4 hereof.

2 We shall not be discharged or released from this guarantee by any arrangement between yourself and the Licensee with or without our consent or by any alteration in the obligations undertaken by the Licensee or by any forbearance whether as to payment, time, performance or otherwise.

3 Our liability under this guarantee shall continue and this guarantee shall remain in full force and effect from [*insert effective date:* _____] until [*insert expiry date:* _____] provided always that the expiry date of this Guarantee and our liability under this Guarantee shall be automatically extended for successive periods of **6 months** unless we give you 90 days' written notice prior to the expiry of our liability (the "**Notice Period**") of our intention not to extend this Guarantee in respect of any future extension and provided further that you shall be entitled –

- (a) upon receiving such notice of our intention either to:
- make a claim under this Guarantee; or
 - *direct us to pay such amount (not exceeding the Guaranteed Sum) as you may specify into a suspense account to be governed and disbursed by us subject to the Association of Banks in Singapore's Guidelines for operation of a Suspense Account; or
- (b) direct us (within the Notice Period) to extend the validity of this Guarantee for a further period not exceeding **6 months** (and this Guarantee shall then expire at the end of such further period).

Note: * Not applicable for insurance bond issued by insurance companies

4 This guarantee is conditional upon a claim as specified herein being made by you by way of a notice in writing addressed to us and the same being received by us at [*insert address of Bank's notification office: _____*] within 90 days from the expiry of this guarantee. Thereafter this guarantee shall become null and void notwithstanding that this guarantee is not returned us for cancellation except for any claim(s) or direction submitted to us in writing not later than 90 days from the expiry of this guarantee.

5 We shall be obliged to effect the payment required under such a claim within 30 business days of our receipt thereof. We shall be under no duty to inquire into the reasons, circumstances or authenticity of the grounds for such claim or direction and shall be entitled to rely upon any written notice thereof received by us (within the period specified in Clause 4 hereof) as final and conclusive.

6 The Licensor may make more than one claim on, or direction under, this guarantee so long as the claims or directions are made pursuant to Clause 4 hereof and within the period specified therein and the aggregate amount specified in all such claims and directions does not exceed the Guaranteed Sum.

7 This guarantee is issued subject to the laws of the Republic of Singapore and the jurisdiction of the Singapore courts.

Dated this _____ day of _____

AS WITNESS our hand

Signed by: _____
(Name and designation of officer)

for and on behalf of the

(Name of Bank)

(Signature)

in the presence of:

Name _____

Designation _____

(Signature of Witness)

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