

## NON-STORAGE PLOT USER SECURITY DEPOSIT

### SPECIMEN OF BANKER'S GUARANTEE/ INSURANCE PERFORMANCE BOND

TO: Ministry of National Development  
c/o Building and Construction Authority  
52 Jurong Gateway Road #11-01  
Singapore 608550

To: **Ministry of National Development c/o Building and Construction Authority**  
and his successors in office.

**Whereas** the Building and Construction Authority ("Authority") is the managing agent of the Ministry of National Development in respect of the (\*Pulau Punggol/ Tuas) Aggregate Terminal.

**Whereas** on the \_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, the Authority approved \_\_\_\_\_ (name of Non-Storage Plot User) the use of berthing facilities at the (\*Pulau Punggol/ Tuas) Aggregate Terminal (Name of Aggregate Terminal) for the period from \_\_\_\_\_ to \_\_\_\_\_.

**And Whereas the Non-Storage Plot User is required to pay S\$30,000 as a Security Deposit** against any non-compliance to the terms and conditions of use or default in payment.

Now in consideration of the Authority not insisting on the Non-Storage Plot User paying the amount of S\$30,000 as a security deposit for the said purposes, we (at the request of the Non-Storage Plot User) hereby agree as follows:

1 In the event of the Non-Storage Plot User failing to fulfill any of the terms and conditions of use or defaulting in payment, we shall indemnify the Authority and/or Government against all losses, damages, costs, expenses or otherwise sustained by the Authority and/or Government thereby up to the sum of Singapore Dollars **Thirty Thousand Only (S\$30,000)** ("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 Non-Storage Plot User with or without our consent or by any alteration in the obligations undertaken by the Non-Storage Plot User 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: (date of commencement of use)] until [insert expiry date: (date of expiry of use)].

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 to 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 rely upon any written notice thereof received by us (within the period specified in Clause 4 hereof) as final and conclusive.

6 The Authority 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 \_\_\_\_\_ 20\_\_

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)