

**Mizuho Bank, Ltd**  
**Application for Bank Guarantee (BG)**  
Mizuho Bank, Ltd



Branch: \_\_\_\_\_

Date 

D	D	M	M	Y	Y	Y	Y
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For Bank use only	
Bank Guarantee No.	
Counter Guarantee No.	

**1. Applicant's Name and Address**

Contact Person	
Telephone Number	
Email Address	
Fax Number	

**2. Beneficiary's Name and Address**

Contact Person	
Telephone Number	
Email Address	
Fax Number	

**3. Instrument Type**

Bank Guarantee
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Counter Guarantee (against which another bank shall issue Bank Guarantee as per Mizuho arrangement)
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**Important Note:** Please enclose the necessary documents with this application e.g. Letter of Award, Contract, Agreement; etc.

**4. Type of Application**

Issuance											
Currency											
Amount (Figure)											
Amount (in words)											
BG Effective Date (DD/MM/YYYY)	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>										
BG Expiry Date (DD/MM/YYYY)	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>										
Claim Period (No. of days/months after Expiry Date)											
Swift Code: In case of foreign guarantees											

Extension/ Amendment											
Existing Guarantee Number											
Issuance Date of Existing Guarantee	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>										
For Extension, please indicate the New Expiry Date (DD/MM/YYYY)	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>										
Amount (figure) (after amendment)											
Other amendments (if any). Please specify											

**5. Bank Guarantee Collection Instructions**

Please courier directly to the Beneficiary as per Address and Contact person details indicated in Field 2 above	
Please courier the original Bank Guarantee to our Registered Address	
We shall collect the original Bank Guarantee from your branch counters	
Please issue this BG by authenticated SWIFT to Advising/ Correspondent Bank for delivery to Beneficiary	
Others, if any (please specify)	

**6. Instruction on Bank Charges**

We authorise you to debit our Bank Account Number \_\_\_\_\_ with you for all amounts payable by us in connection to the above mentioned Bank Guarantee provided by you to us, including but not limited to fees, charges, expenses, commission, stamp duty and any principal and/or interest.

**7. Applicable only for Cross-border Guarantee- Declaration under Chapter III of Foreign Exchange Management Act- 1999 (“FEMA Declaration”)**

- I/we hereby declare that all Foreign Exchange Transactions, emanating from the above or as may be entrusted by us to the Mizuho Bank, Ltd from time to time, does not/ shall not involve, and is/are not designed for the purpose of any contravention or evasion of the provisions of the FEMA, 1999 or of any rule, regulation, notification, direction or order made there under.
- I/we also hereby agree and undertake to give information/documents as will reasonably satisfy you about the transaction(s) in term of above declaration.
- I/we understand that if I/we do not comply with any such requirement or make any unsatisfactory compliance therewith, the Bank may refuse in writing to undertake the transaction and shall, if it has reason to believe that any contravention/evasion is contemplated, report the matter to Reserve Bank of India (RBI).
- I/we further declare that the undersigned has/have the authority to give this Declaration cum Undertaking on behalf of the Applicant.

**8. Applicant’s Authorisation and Declaration**

- a) I/we request you to provide the relevant Bank Guarantee/Counter Guarantee (“Guarantee”) services in accordance with the instructions requested above.
- b) I/we agree to be bound by the standard terms & conditions/Facility Agreement/Sanction Letter/Indemnity Bond; etc executed by us with you, the general trade terms and any applicant country specific requirement.
- c) I/we confirm that the requested transaction does not correspond to any of the following, or if it should ever does, we will enquire with your Bank whether the transaction can be accepted prior to processing:
  - i. Transactions that directly or indirectly involve North Korea (Democratic People’s Republic of Korea), Islamic Republic of Iran, Republic of Cuba, Syrian Arab Republic, Republic of Iraq, Bolivarian Republic of Venezuela or Autonomous Republic of Crimea or Sevastopol (Crimea region).
  - ii. Transactions that involve the government, corporation, entity, individual or products of any of the countries listed in (i) above; transactions whose cargo passes through any of the above countries; or transactions on the export of products, etc. from any of the above countries (including transactions on behalf of beneficiaries that are substantially controlled by the government, corporation, entity or individual of any of the above countries).
  - iii. Transactions that use vessels registered in any of the countries listed in (i) above.
- d) The terms and conditions of this Guarantee service shall be governed and construed in accordance with the laws of India.
- e) I/we agree that in the event of any dispute, including arbitration, litigation or legal proceedings initiated with respect to the Guarantee by any person or as per the order of any Court/Tribunal or supervisory authority, Mizuho Bank, Ltd may, in its sole discretion, extend the Guarantee for such period or tenure as deemed reasonable and necessary, to secure the interest or obligations of Mizuho Bank, Ltd till the final adjudication, disposal of such litigation or legal proceedings or dispute. I/we further agree that our obligations with respect to the Guarantee shall continue and be binding upon us till any such litigation or legal proceedings or dispute is finally disposed or decreed notwithstanding the expiry of the Guarantee issued on our behalf.
- f) I/we agree to save and hold harmless and indemnify Mizuho Bank, Ltd and keep it indemnified, against any costs, expenses, claims obligation or liability (without any limitation on amount or time period) which may arise on account of the above requested Guarantee including but not limited to those arising from onerous clause/s such as auto renewal clause, perpetual guarantees, guarantee where Bank’s liability for amount and/or tenor is not specified, Guarantees with open-ended interest clause or “renew or pay” clause. I / We agree and undertake that this indemnity shall survive and be binding upon us till any dispute, arbitration or litigation or legal proceedings initiated with respect to the Guarantee (as the case may be) is disposed or decreed finally or the obligation of Mizuho Bank, Ltd. Is satisfied in full, as the case maybe.
- g) Please issue the Bank Guarantee in the format attached to this application.

<b>Authorised signatory/ies of the Applicant (With Company Stamp)</b>	<b>For Bank use only</b>	
	<b>Sign verified</b>	<b>Received</b>