

CONTRACTOR'S PERFORMANCE BOND

Our Ref:

BY THIS AGREEMENT, we.....(SURETY)

of.....

are bound to (EMPLOYER)

In the sum of Kenya Shillingsto be paid by us to the
said.....(EMPLOYER)

WHEREAS by an agreement in writing

dated.....

.....(CONTRACTOR)

entered into contract with.....(EMPLOYER)

to carry out the works therein stated in the manner and by the time therein specified all in
accordance with the provisions of the said contract, namely; (description of
works).....

NOW the condition of the above written bond is such that if the said Contractor his
executors, administrators, successors or assigns shall duly perform his obligations under the
contract, or if on default by the Contractor the Surety shall satisfy and discharge the
damages sustained by the Employer thereby up to the amount of the above written bond,
then this bond shall be void, otherwise it shall remain in full force and effect. Upon default,
and without prejudice to his other rights under the contract, the Employer shall be entitled
to demand forfeiture of the bond and we undertake to honour the demand in the amount
state above.

PROVIDED always and it is hereby agreed and declared that no alteration in the terms of
the said contract or in the extent or nature of works to be carried out and no extension of
time under the contract shall in any way release the Surety from any liability under the
above written bond.

IN WITNESS whereof we have set our hand this day of

.....
Witness

.....
Surety

Date