

GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION

BOND

CONTRACT NO.

BY THIS BOND WE, ^(a)

.....
.....

trading as ^(b)

at ^(c)

whose registered office is at ^(d)

.....

in Hong Kong being the Contractor as defined in Contract No. (hereinafter called
"the Contractor") and

.....

whose registered office is at

in Hong Kong (hereinafter called "the Surety") are held and firmly bound unto the Government of the Hong
Kong Special Administrative Region (hereinafter called "the Employer") in the sum of Hong Kong
Dollars for the payment of which sum the Contractor and Surety bind themselves their
personal representatives successors and assigns jointly and severally by these presents.

Sealed with our respective seals and dated this day of

WHEREAS

- (1) By a letter dated the Employer accepted an offer from the Contractor to execute
certain Works namely.....

.....
.....

..... for such sum as may be ascertained in accordance with the
Contract herein referred to.

- (2) The Contractor and the Employer have agreed to enter into a formal Contract known as
Contract No. (hereinafter called "the said Contract").

NOW THE CONDITION of the above-written Bond is such that if the Contractor shall duly perform and observe all the terms provisions conditions and stipulations of the said Contract on the Contractor's part to be performed and observed according to the true purport intent and meaning thereof 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 obligation shall be null and void but otherwise shall be and remain in full force and effect but no alteration in terms of the said Contract made by agreement between the Employer and the Contractor or in the extent or nature of the Works to be executed thereunder and no allowance of time by the Employer or the Architect/Engineer⁺ under the said Contract nor any forbearance or forgiveness in or in respect of any matter or thing concerning the said Contract on the part of the Employer or the said Architect/Engineer⁺ shall in any way release the Surety from any liability under the above-written Bond. In this Condition, "Architect"/"Engineer"⁺ means the person, company or firm authorized from time to time by the Employer to act as the Architect/Engineer⁺ for the purposes of the said Contract.

- (e) **SIGNED SEALED AND DELIVERED**
by the Contractor in the presence of -
*
..... witness
- or
- (f) **THE COMMON SEAL** of the Contactor was
hereunto affixed in the presence of -
*
..... witness
- or
- (g) **SIGNED, SEALED AND DELIVERED**
for and on behalf of and as lawful attorney of the
Contractor under power of attorney dated
.....
by *
in the presence of -
*
..... witness
- (h) **THE COMMON SEAL** of the Surety was here-
unto affixed in the presence of -
*
..... witness
- (i) **SIGNED, SEALED OR DELIVERED**
for and on behalf of and as lawful attorney of the
Surety under power of attorney dated
.....
by *

in the presence of -
*
..... witness

NOTES:

- (a) Insert names of sole proprietor or all partners of the firm or, in the case of a limited company state registered name of the company.
- (b) Insert name of firm or delete in the case of a limited company.
- (c) Insert address of firm or delete in the case of a limited company.
- (d) Insert registered address of limited company, or delete in the case of a firm.
- (e) For use where the Contractor is a sole proprietor or where all partners of a firm execute.
- (f) For use where the Contractor which is a limited company executes under its common seal.
- (g) For use where the Contractor, whether a firm or a limited company, executes through an attorney.
- (h) For use where the Surety, which is a limited company executes under its common seal.
- (i) For use where the Surety, whether a firm or limited company executes through an attorney.
- * Name to be inserted in Block Capitals.
- + Delete which ever is inappropriate.