

Customer Name and Addressee

Instructions To

Account Number _____

 Manager Trade Finance
 CO-OPERATIVE BANK OF KENYA,
 Co-operative Bank House,
 P.O. Box 48231 –00100,
 Nairobi, Kenya

Dear Sirs,

REQUEST FOR ISSUANCE OF AN INDEMNITY / GUARANTEE / BOND

 Type: Bid bond ☐ Performance Bond ☐ Advance payment Guarantee ☐ Bank Guarantee ☐ Others specify

We hereby request Co-operative Bank of Kenya Limited to issue and deliver under our counter guarantee, a bank guarantee in favour of _____ (Hereinafter referred to as the "Beneficiary"), a

[bank guarantee] in the amount of _____ Only. Amount in words: _____

Only. Currency: _____

Please find attached indemnity/guarantee/bond format/ copy of tender advert and the below details to enable you consider our request.

Date of Application: _____

Description of goods or services: _____

Tender/Contract Number: _____

 Tender Closing Date: Tenor/ Tender Validity: _____

 Guarantee Expiry Date:

 Security/Collateral (tick Appropriately 1)Cash ☐ 2) Guarantee line ☐ 3) Other ☐

 Please debit our account with bank charges and cash collateral

Where applicable and hold the same in a collateral account until expiry of the guarantee.

As a consideration for the issuance of this [Bank Guarantee], your bank will be entitled to receive from us a commission of 1.25% per half year or part thereof minimum Kes 1,000.00 for guarantees or 1% per half year or thereof minimum kes. 2,000.00. for Bid Bonds respectively payable in advance. We are fully aware that commission charged is non refundable even where the instrument is returned or expires unutilized.

We declare that the information given herein is true and correct to the best of my/our knowledge and belief and will form the basis of the indemnity/guarantee/ bond that the bank may decide to issue to me/us and I/we shall abide by the terms and conditions that govern this product as per the guarantee indemnity terms and conditions at the back of this application form.

We shall remain fully liable under the terms of this letter until you have obtained the restitution by the beneficiary of the original indemnity/guarantee/bond or an express release of the indemnity/guarantee/bond signed by the beneficiary. We acknowledge that any step which may be necessary for obtaining the release of the guarantee shall be accomplished by ourselves and that the Bank shall not be under any duty in this respect.

This letter is governed by Kenya law any dispute relating to its validity, construction or performance shall be brought before the Kenya Courts

Yours sincerely,

1.	2.
Sign & date	Sign & date
2.	4.

The Managing Director,
Co-operative Bank of Kenya Limited,
P.O. Box 48231-00100,
NAIROBI

Dear Sir,

RE: INDEMNITY / GUARANTEE / BOND

IN CONSIDERATION OF The Co-operative Bank of Kenya Limited of P.O. Box 48231-00100 Nairobi (Hereinafter referred to as the "Bank" which expression shall include its successors and assigns) agreeing at our/my request to issue on our behalf a bank guarantee/bond.

We, the undersigned hereby irrevocably agree and undertake jointly and severally to guarantee to the Bank due payment and discharge, two days after demand of all monies and claims demanded by and/or made to the Beneficiary under the said indemnity/guarantee/bond AND to keep the Bank indemnified and harmless against all such claims or demands by the beneficiary and against all action, losses, damages, costs, interest, charges and expenses whatsoever directly or indirectly paid, incurred or sustained by the Bank, arising from as a result of the said Guarantee.

It is further agreed by us/me that: -

- (a) Any demand in writing made on us/me by the Bank stating that the Bank has been called upon to make payment under the said indemnity/guarantee/bond and calling upon us/me to make payment of any monies under this indemnity/guarantee/bond, shall be conclusive evidence of such claim having arisen and binding on us/me and we/I shall not question or challenge the correctness or validity of the Beneficiary's demand on the Bank or on us/me, or the Bank's demand on us/me.
- (b) I/We hereby irrevocably authorize you to;
 - i). Debit our/my account at any of the branches of the Bank with any amount that you may require to meet our/my liability hereunder including the guarantee commission without any reference to us/me and I/we shall not dispute or question the liability of such debit. Your letter/advice advising us/me of the conclusive proof of our liability and the same shall not be challenged or questioned by us/me.
 - ii). And or agree and undertake to deposit with you upon request made by you at any time until the said indemnity/guarantee/Bond shall have been released such or other securities as may be acceptable to you in full or part cover of your liability under the said indemnity/guarantee/bond.
- (c) We further agree and undertake to pay normal indemnity/guarantee/bond commission to you from the date the said indemnity/guarantee/bond is issued by you until it is returned to you as hereinafter provided.
- (d) My/Our liability under this Counter indemnity/guarantee/bond shall not be deemed to have lapsed on the expiry of the said Guarantee issued by the Bank and we/I shall continue to be liable to the bank until duly discharged by the Bank.

Dated this _____ day of _____ 20_____

Signed by _____ and _____

Name & Signature

Name & Signature

SEALED with the COMMON SEAL of

P.O. Box _____

Telephone _____

