

INDEMNITY FORM

This Indemnity is made as of the.....day of.....2025

BY

1. the whose name, address and signature are set out in PART I of the schedule hereto (hereinafter referred to as the “BIDDER” which expression shall, where the context so required, include the Bidder’s personal representatives, heirs, successors in title and permitted assigns).

IN FAVOUR OF:

2. PSL Capital Limited, institution incorporated with limited liability in Republic of Kenya (hereinafter referred to as the “PSL” which expression shall, where the context so requires, include the PSL’s successors in title and assigns).

WHEREAS

- A. The Bidder has submitted a Bid to the person or company whose name and address are set out in PART II of the schedule hereto (hereinafter referred to as the “owner”) (a copy of the Bid is attached hereto and made a part of this indemnity).
- B. The Bidder has requested PSL to issue a bid bond to the owner on behalf of the Bidder.
- C. PSL has, at the request of the Bidder and in consideration of the Bidder executing this Indemnity executed a bid bond dated the date hereof (the “Bond”) (a copy of the Bond is attached hereto and by reference made a part of this Indemnity).
- D. The purpose of this Indemnity is for Bidder to inter alia, indemnify and hold harmless PSL from and against any loss suffered by the PSL executing the bond.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS

1. In consideration of PSL executive the Bond, the Bidder hereby undertakes to indemnity (on a full and unqualified indemnity basis) and hold harmless PSL from and against all claims, demands, liabilities, taxes, costs, losses, charges, actions, damages, suits and expenses (including without limitation all legal costs) which PSL may incur or suffer arising out of or in connection with any breach or non-performance or observance by the Bidder of the Bidders obligation and duties hereunder and/ or under the form of Bid and/ or under the Bond (or any more of them.)
2. The Bidder, for the consideration referred to in clause 1. above, hereby undertake to pay PSL, forthwith on demand by PSL any sums referred to in clause 1, from the date demand to the date of repayment in full.
3. In the event of any asserted claim by the Owner to PSL, PSL shall provide the Bidder reasonably timely written notice of the same & thereafter the Bidder shall at his or her own expense defend, protect and hold harmless PSL against the said claim or loss liability there under.



4. In the further event that the Bidder shall fail to defend and/ or indemnify and hold harmless PSL, then on such instances PSL shall have full right to defend, pay or settle the said claim on the Bidder's behalf without notice to the Bidder & with full rights to recourse against the Bidder for all dues, amounts, costs, expenses & payments made or agreed to be to discharge the said claim upon default, the Bidder further agree to pay all reasonable attorney's fees necessary to enforce this Agreement.
5. This Agreement shall be unlimited as to amount or duration.
6. Time shall be of the essence in respect of the Bidder's payment obligation hereunder.
7. This Agreement shall be governed by, construed & interpreted in accordance with the laws of Republic of Kenya.

IN WITNESS WHEREOF the Bidder has hereunto subscribed his/her name, address & signature the day & year first hereinbefore written.

THE SCHEDULE HEREIN BEFORE REFERRED TO

PART I.

Name of Bidder _____

Address of Bidder _____

Signature of Bidder _____

Tender No. _____

PART II.

Name of Owner _____

Address of Owner _____