**FORM \_\_\_\_: PERFORMANCE BOND**

BOND NO. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS THAT

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of Principal) (Place)

 (the “Principal”)

 and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of Surety) (Place)

 (the “Surety”),

are held and firmly bound unto The Government of Manitoba, as represented by the Minister of Aboriginal and Northern Affairs (“Manitoba”) in the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), of lawful money of Canada to be paid to Manitoba or its successors or assigns, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with Manitoba dated the \_\_\_\_\_ day \_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_, 20 \_\_\_ for

**Request for Tenders for Construction**

**[insert description]**

**Tender # \_\_\_\_\_\_\_\_\_**

which is by reference made part hereof and is hereinafter referred to as the “Contract”.

NOW THEREFORE, the condition of the above obligation is such that if the Principal shall:

1. carry out and perform the Contract and every part in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
2. perform the Work in a good, proper workmanlike manner;
3. make all the payments whether to Manitoba or to others as provided;
4. in every respect comply with the obligations and perform the covenants contained in the Contract; and
5. indemnify and save harmless Manitoba against and from any and all loss, damages, costs, claims and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or other compensation whether arising under *The Workers Compensation Act*, or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind of matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of sureties to the contrary notwithstanding.

IN WITNESS WHEREOF, the Principal and the Surety have signed and sealed this bond on this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

SIGNED, SEALED AND DELIVERED

in the presence of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_seal

Witness Principal

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_seal

Witness Surety