

B I D D I N G D O C U M E N T

**Framework Contract For Local Purchase Of
Medicines And Disposables For Social
Welfare Department
For The Financial Year 2022-2023 For
THQ HOSPITAL BUREWALA**

LOT 1: (LP MEDICINE SOCIAL WELFARE)

Tender Notice

The selected tenders are invited from well reputed firms/companies by THQ hospital Burewala for the procurement of Financial Year 2022-23 under the “Punjab Procurement Rules 2014”. The detail of tenders is as under:-

Tender no	Details	Tender fee	Tender opening date
15/2022	Lot 1: Procurement of Local purchase of Medicine for social welfare	1000	06.06.2023

The THQ hospital Burewala now invites sealed bids from eligible bidders, Manufacturers, authorized Sales & Service Dealers for the supply of above mentioned items.

- Bidding shall be conducted through Open Competitive Bidding (**Single Stage-Two Envelope**) procedures specified in the Punjab Procurement Rules PPR 2014 (amended Jan 2016), and is open to all eligible bidders as defined in the bidding document.
- Interested eligible bidders may obtain bidding documents and further information from the office of **procurement officer** THQ hospital, Burewala, on submission of written application along with payment of non-refundable fee of RS. 1000/- (one thousand Only). Bidding documents are available **till the date of opening** from office of Procurement Officer, THQ Hospital, Burewala.
- Bidding documents are also available on Punjab Procurement Regulatory Authority website (www.ppra.punjab.gov.pk) and on website of THQ Hospital Burewala (www.thqhburewala.com.pk) until the closing date for the submission of bids.
- Sealed Bids must be delivered to the above office **on or before 11:00 a.m. on the date of opening and** must be accompanied by a **Bid Security** in the form of CDR, Pay Order, Demand Draft, or Banker's Cheque from a Scheduled Bank of Pakistan.
- Bids will be opened in the presence of bidders' representatives who choose to attend at **11:30 am on the same date** in the Office of The **Medical Superintendent THQ Hospital Burewala** on the closing date.
- Taxes will be deducted as per applicable government rules and NTN certificate/verification must be provided. GST will be applicable on all DHQ & THQ Hospitals.
- For obtaining any further information or clarifications, please contact at the following.

**MEDICAL SUPRINTENDENT
THQ HOSPITAL BUREWALA.
Government of Punjab
Tel: 067-9200147
067-9200204 (Ext:111)**

INVITATION OF BIDS FOR THQ HOSPITAL BUREWALA.

TERMS AND CONDITIONS

Sealed offers are invited from interested firms/agencies of repute with financially sound background involved in running institutional Pharmacy business/Chain of Pharmacies/Distributors having a valid Retail drug sale license for supply of drugs/medicines/surgical Disposables. Tender should be sent in the name of the Medical Superintendent, THQ Hospital Burewala along with the following documents.

Source of budget:

Sr. #	MANADATORY CRITERIA	Yes/No
1	Original receipt for purchase of tender	
2	Bid Security in the form of CDR, bank draft	
3	NTN registration & active tax payer certificate.	
4	Valid Central Drug Sale Lisence (Category A)	
5	Bidder shall submit an affidavit of worth Rs. 100/- that he accepted all terms and conditions of tender documents and PPRA rules 2014 (Amended 2016) and is not blacklisted from any Govt. Organization.	
6	Undertaking that bidder will ensure availability of suggested formulary brands throughout the contract period.	
7	Affidavit on 100 rupee stamp paper that none of your medicine is found spurious by any of drug inspector in last three years.	

ATTACHED THE FOLLOWING DOCUEMENTS WITH TECHNICAL BID :

- COPY OF CNIC
- NTN REGISTRATION CERTIFICATAE
- CATEGORY A LISENCE
- BANK STATEMENT OF LAST YEAR(JULY 2021 To JUNE 2022)
- INCOME TAX RETURN FOR THE YEAR 2021-22
- PAST SUPPLY ORDERS

GENERAL CONDITIONS:

1. **All the procurement procedures will be done strictly in accordance with the PPRA Rules, 2014 (Amended 2016).** Single stage/two envelopes bidding procedure shall be applied. The Envelops shall be marked as **FINANCIAL PROPOSAL** and **TECHNICAL PROPOSAL** in bold and in legible letters. Envelops shall then be sealed in an outer envelope. The Financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders. The inner envelopes shall also indicate the name and address of the of the bidder to enable the bid to be returned unopened in case it is declared as “non-responsive” or “late”.
2. The envelope must also clearly show the Bid title and bidder’s name and address. Failure to comply with this requirement may result in rejection of the bid and the committee decision in this regard shall be final. Bids submitted after the prescribed time shall not be entertained.
3. Only technical proposal will be opened by the tender opening committee. The financial proposal will be opened by tender opening committee of responsive/ technically successful bidders later on the declared time, place & date. Financial proposal of the non-responsive/ technically unsuccessful bidders will be returned as such to them on that date without opening their financial offers as per PPRA Rules 2014.
4. All the pages of technical & financial bids should be marked as page. No.
5. Substandard, broken seal & substituted bids will not be acceptable.
6. Bids shall remain valid for a period of three months after opening of Technical bid. A bid valid for shorter period shall be rejected as non-responsive. Extendable equal to the period of the original bid validity.
7. Facility of the supplies must be available round the clock.
8. Contract will be awarded to the bidder whose aggregate discount is highest..(as shown in Anexure)
9. **The successful bidder will be bound to provide medicine for SSP Registered patients.**
10. The validity of the contract will be till 30-06-2023, Extendable for three (03) months.
11. The offered discounts shall be from the maximum retail prices of medicines fixed by the Government of the Pakistan or Manufacturers (where government has permitted to do so) or sole importers. Offers can be given on the basis of:
 - i. Products of National Pharmaceuticals
 - ii. Products of Multinational Pharmaceuticals
 - iii. Surgical items/ Disposables etc.
12. For the calculation of maximum retail price of those items where price is not printed on the product the retail price will be finalized after market survey.
13. The tenderer must have the drug sale license and should have the comprehensive storage facilities for drugs/medicines.

14. The supplier/tenderer background should be financially sound, based on authentic bank statement.

15. The supplier/tenderer shall be solely responsible for provision and stocking of quality medicines at all times strictly in accordance with the provision of the drug act 1976 and drug sales rules 2007/DRAP Act 2012 and will be responsible for the quality/quantity of drugs supplied by him.

The supplier/tenderer shall ensure availability of wide range of medicines including those contained in hospital Formulary. No alternate shall be acceptable. In case of default, the Hospital administration may take appropriate action including fine to be decided by hospital administration. The price of medicines/surgical disposable item shall in no way be more than the market prices (retail price) and the discount offered by the bidders to the hospital will be based on its maximum retail price.

16. Tenderer must have valid Drug Sale License, should be financially sound and well reputed. Bad reputed will not be entertained

17. All the procurement will be carried out according to THE POLICY AND OPERATIONAL GUIDELINES OF LP MEDICINE issued by primary and secondary healthcare department on 29th June 2022.

18. Only the brands mentioned in PUNJAB NATIONAL FORMULARY (PMF latest edition only) WILL BE SUPPLIED under this contract.

19. If any firm provide brand other than in national formulary, it will take responsibility of its DTL and fee of DTL will be paid by the firm.

20. Amount of bid security

Sr #	Tender	Estimated budget	Bid security
1	Lp day to day, SSP patients	2.5 million	50,000/-

Submit a bid security in the form of CDR or bank guaranty

21. **Clarification of Bids:**

No bidder shall be allowed to alter or modify his bid after the bid has been opened. However the procuring agency may seek and accept clarifications to the bid that do not change the substance of the bid.

20. **Limitation on Negotiation's:**

There shall be no negotiations with the bidder

22. Any consignment of medicine/disposables items not acceptable in term of quality to the end user, doctor may refuse partial/full quantity and contractor shall replace the same immediately.

23. **Acceptance of Bids:**

The bidder with the highest discount, if not conflict in any other law, rules, regulations or policy of the Government of Punjab, shall be awarded the procurement award.

24. **Performance Guarantee:**

The successful bidder shall furnish performance security 05% of total estimated L.P budget in addition to bid security already deposited by the firm. The performance security shall be deposited in the shape of cash deposit receipt.

25. Qualification of Suppliers and Contractors:

A procuring agency, at any stage of the procurement proceedings, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already prequalified or not.

26. No Offer Will Be Considered If It:

- i. Is submitted without call deposit by registered firm in the name of Medical Superintendent THQ Hospital BUREWALA .
- ii. Is received after the date and time fixed for its receipt.
- iii. Is unsigned.
- iv. Is ambiguous
- v. Is over written
- v. Is conditional
- vi. Is given by the firm black listed, suspended or removed from the approval list of the Health Department, Government of Punjab, Autonomous Health institutions or by the Federal Government.
- vii. Is received with a validity period shorter than that required in the tender inquiry.
- viii. Does not conform to the general conditions of the tender inquiry.
- ix. Is received without earnest money as specified in the tender.

27. All the pages of tender must be signed properly at the bottom.

28. Successful bidder is bound to supply the full ordered quantities of all the desired brands except those, which are actually not available in the market.

29. Inspections and Test/Analysis:

The supplier will be responsible for free replacement of stocks if found not of the same specifications as required on the demand from day to day basis. In case of non-supply the same will be purchased from the local market and the amount will be deducted from the bills of contractor pending in the purchase department.

Unregistered/substandard/spurious/misbranded expired drug will be forfeited by the hospital authorities and legal action will be taken against the Contractor. The contractor shall be responsible for providing standard quality medicines/ disposable/items.

30. In case of any dispute, the decision of the Medical superintendent/ Grievance Committee of THQ Hospital BUREWALA , will be final.

LIST OF COMPANIES:**THE PHARMACEUTICAL COMPANIES WILL BE CONSIDERED LOCAL OR MULTINATIONAL ACCORDING TO THIS LIST.**

THQ HOSPITAL BUREWALA	
NATIONAL PHARMA COMPANIES	MAPEL PHARMACEUTICALS
GETZ PHARMACEUTICALS	CCL PHARMACEUTICALS
SAMI PHRAMACEUTICALS	NOVAMED PHARMACEUTICALS
SEARL PHARMACEUTICALS	AMROS PHARMACEUTICALS
BROOKS PHARMACEUTICALS	GEOFMAN PHARMACEUTICALS
BOSCH PHARMACEUTICALS	SHAROOQ PHARMACEUTICALS
NABI QASIM PHARMACEUTICALS	EFROSE PHARMACEUTICALS
INDUS PHARMACEUTICALS	PHARMAEVO PHARMACEUTICALS
MEDIPAK PHARMACEUTICALS	JANSEN PHARMACEUTICALS
BARRET PHARMACEUTICALS	ETHICAL PHARMACEUTICALS
ATCO PHARMACEUTICALS	ADAMJEE PHARMACEUTICALS
SCOTTMANN PHARACEUTICALS	GREEN STAR
AGP PHARMACEUTICALS	OBS PHARMACEUTICALS
GLOBAL PHARMACEUTICALS	WERRICK PHARMACEUTICALS
GENIX PHARMACEUTICALS	HOFF MAN PHARMACEUTICALS
PACIFIC PHARACEUTICALS	BIO PHARMACEUTICALS
HILTON PHARMACEUTICALS	MULTINATIONAL PHARMA COMPANIES
BEX PHARMA	1. JOHNSON AND JOHNSON
MATRIX PHARMA	2. MERCK PAKISTAN
MEDISAVE PHARMA	3. PFIZER PAKISTAN
BLOOM PHARMACEUTICALS	4. NOVO NOR DISK
PHARMEDIC PHARMACEUTICALS	5. ICI PHARMACEUTICALS
PLATINUM PHRMACEUTICALS	6. SANOFI PAKISTAN
MACTER PHARMACEUTICALS	7. WOOD WARDS PHARMACEUTICALS
PDH PHARMACEUTICALS	8. ROCHE PHARMACEUTICALS
REMINGTON PHARMA	9. ABBOTT PHARMACEUTICALS
MARTIN DOW PHARMACEUTICALS	10. NOVARTIS PAKISTAN
HIGHNOON PHARMACEUTICALS	11. GALAXOSMITHKLINE
TABROS PHARMACEUTICALS	12. ELI LILLY & CO
AMSON PHARMACEUTICALS	13. CHEISSI PHARMACEUTICALS
SCHAZOO PHARMACEUTICALS	14. BAYER PHARMACEUTICALS
HELIX PHARMACEUTICALS	15. RECKET BENKISSIER
FEROZESONDS PHARMA	16. WYETH PHARMACEUTICALS
ZAFA PHARMACEUTICALS	17. B-BRAN
ELITE PHARMACEUTICALS	18-RG PHARMA
PLIVA PHARMACEUTICALS	19- SANOFI
SIZA PHARMACEUTCALS	20- AVENTIS
FDL PHARMCEUTICALS	

1. Bid Submission Form

Date: _____

No: _____

To
Medical Superintendent
THQ Hospital Burewala,
Primary & Secondary Health Department
Government of the Punjab

Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the **guarantee of a bank in a sum equivalent to 5% percent of the Contract Price** for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "none")

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

2. Price Schedules

LP MEDICINES (SOCIAL WELFARE)

Sr #	Items	Weightage	Offered Discounts
1.	Product Of Local Manufacturers	0.5	
2.	Product Of Multinational Manufacturers	0.3	
3.	Surgical & Disposable Items	0.2	

Note:

The supplier has to provide the following:

- i. The price quoted other than this form will not be entertained.
- ii. Price list of all provided medicines.
- iii. Submit bills of LP medicines at the end of every month.
- iv. The supplier is considered responsible for the quality of supplied medicines.

CONSIDERATION FOR FINANCIAL EVALUATION OF SUCCESSFUL BIDDER

ITEMS	WEIG TAGE	OFFERED DISCOUNTS %			EVALUATION OF HIGHEST DICOUNT		
		A PHARMACY	B PHARMACY	C PHARMACY	A PHARMACY	B PHARMACY	C PHARMACY
LOCAL MANUFACTURES	0.5	8%	9%	9%	$8 \times 0.5 = 4$	$9 \times 0.5 = 4.5$	$9 \times 0.5 = 4.5$
MULTI NATIONAL MANUFACTURERS	0.3	6%	5%	4%	$6 \times 0.3 = 1.8$	$5 \times 0.3 = 1.5$	$4 \times 0.3 = 1.2$
SURGICAL DISPOSABLES	0.2	20%	22%	25%	$20 \times 0.2 = 4$	$22 \times 0.2 = 4$	$25 \times 0.2 = 5$
					9.8	10.4	10.7 SUCCESUL BIDDER

- THE BIDDER WITH HIGHEST AGGREGATE OF PERCENTAGE DISCOUNT WILL BE THE SUCCESSFUL BIDDER.
- THE ABOVE ILLUSTRATION IS ONLY FOR YOUR UNDERSTANDING OF FINANCIAL EVALUATION OF CRITERIA.

Part-II

Section I. Contract Forms

1. Contract Form

THIS AGREEMENT made the _____ day of _____ 20____ between *[name of Purchaser]* (hereinafter called “the Purchaser”) of the one part and *[name of Supplier]* of (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Purchaser’s Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Purchaser)

Signed, sealed, delivered by _____ the _____ (for the Supplier)

2. Performance Security Form

To:

Medical Superintendent
Thq Hospital Burewala.
Primary And Secondary Healthcare Department
Government Of Punjab.

WHEREAS *[name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated _____ 20____ to supply *[description of goods and services]* (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20_____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

BID SECURITY (Bank Guarantee)

Security Executed on _____ (Date)

Name of Surety (Bank) with Address: _____

(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address _____

Penal Sum of Security Rupees. _____ (Rs. _____) Bid Reference No. _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto _____ (hereinafter called the 'Employer') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid dated _____ for Bid No. _____ for _____ (Particulars of Bid) to the said Employer; and

WHEREAS, the Employer has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the Employer, conditioned as under:

1. that the Bid Security shall remain in force up to and including the date----- days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;
2. that the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and
3. That in the event of failure of the successful Bidder to execute the proposed Contract Agreement for such work and furnish the required Performance Security.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within----- days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Employer (Procuring Agency) the said sum upon first written demand of the Employer (without cavil or argument) and without requiring the Employer to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Employer by registered post duly addressed to the Surety at its address given above.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Bidder) has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Surety shall pay without objection the said sum upon demand from the Employer forthwith and without any reference to the Principal (Bidder) or any other person.

IN WITNESS WHEREOF, the above bounden Surety has executed the instrument under its seal on the date indicated above, the name and seal of the Surety being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

SURETY (Bank)

WITNESS:

Signature _____

1. _____ Name _____

_____ Title _____

2. Performance Security Form

To:

Medical Superintendent
Thq Hospital Burewala.
Primary And Secondary Healthcare Department
Government Of Punjab.

WHEREAS [*name of Supplier*] (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. [*reference number of the contract*] dated _____ 20____ to supply [*description of goods and services*] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of [*amount of the guarantee in words and figures*], and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [*amount of guarantee*] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20_____.

Signature and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]

BID SECURITY (Bank Guarantee)

Security Executed on _____ (Date)

Name of Surety (Bank) with Address: _____

(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address _____

Penal Sum of Security Rupees. _____ (Rs. _____) Bid Reference No. _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto _____ (hereinafter called the 'Employer') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid dated _____ for Bid No. _____ for _____ (Particulars of Bid) to the said Employer; and

WHEREAS, the Employer has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the Employer, conditioned as under:

4. that the Bid Security shall remain in force up to and including the date----- days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;
5. that the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and
6. That in the event of failure of the successful Bidder to execute the proposed Contract Agreement for such work and furnish the required Performance Security.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within----- days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Employer (Procuring Agency) the said sum upon first written demand of the Employer (without cavil or argument) and without requiring the Employer to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Employer by registered post duly addressed to the Surety at its address given above.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Bidder) has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Surety shall pay without objection the said sum upon demand from the Employer forthwith and without any reference to the Principal (Bidder) or any other person.

IN WITNESS WHEREOF, the above bounden Surety has executed the instrument under its seal on the date indicated above, the name and seal of the Surety being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

SURETY (Bank)

WITNESS: _____ Signature _____

36. _____ Name _____

Corporate Secretary (Seal)

37. _____

Title _____
Corporate Guarantor (Seal)
