

BIDDING DOCUMENT

FRAMEWORK CONTRACT

**FOR PROCUREMENT OF DIFFERENT SERVICES FOR THE
YEAR 2019-20 AT THQ HOSPITAL BUREWALA**

TENDER 01/2019-20: PROCUREMENT OF SERVICES

Tender Notice

Date: 29th March 2019

The THQ hospital Burewala has received budget from Government of Punjab. It is intended that part of the proceeds of this budget will be applied to eligible payments under the contract for supply of following items:

Tender no	Details	Tender fee	Tender opening date
1/2019-20	Procurement of services	1000	19.07.2019

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 PPRA 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 19.07.2019** 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. 19th July 2019** 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.
- The bidders are requested to give their best and final prices as no negotiations are expected.
- Taxes will be deducted as per applicable government rules and NTN and Sales Tax registration certificate must be provided. THQ hospital is GST exempted.
- For obtaining any further information or clarifications, please contact at the following.

**The Medical Superintendent
THQ Hospital BUREWALA .
Government of Punjab
Tel: 067-9200204**

SUBMISSION OF BIDS

<p>18. Sealing and Marking of Bids</p>	<p>18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.</p> <p>18.2 The inner and outer envelopes shall:</p> <ul style="list-style-type: none"> (a) be addressed to the Purchaser at the address given in the Bid Data Sheet; and (b) bear the title of procurement Activity indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2. <p>18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late”.</p> <p>18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening.</p>
<p>19. Deadline for Submission of Bids</p>	<p>19.1 Bids must be received by the Purchaser at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.</p> <p>19.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.</p>
<p>20. Late Bids</p>	<p>20.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.</p>
<p>21. Modification and Withdrawal of Bids</p>	<p>21.1 The Bidder may modify or withdraw its bid after the bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids.</p> <p>21.2 The Bidder’s modification or withdrawal notice shall be prepared,</p>

	<p>sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.</p> <p>21.3 No bid may be modified after the deadline for submission of bids.</p> <p>21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.</p>
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OPENING AND EVALUATION OF BIDS

<p>22. Opening of Bids by the Purchaser</p>	<p>22.1 The Purchaser will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign an attendance sheet evidencing their presence.</p> <p>22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.</p> <p>22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.</p> <p>22.4 The Purchaser will prepare minutes of the bid opening.</p>
<p>23. Clarification of Bids</p>	<p>23.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.</p>
<p>24. Preliminary</p>	<p>24.1 The Purchaser will examine the bids to determine whether they are</p>

<p>Examination</p>	<p>complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.</p> <p>24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.</p> <p>24.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.</p> <p>24.4 Prior to the detailed evaluation, pursuant to ITB Clause 25 the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.</p> <p>24.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.</p>
<p>25. Qualification & Evaluation of Bids</p>	<p>25.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.</p> <p>25.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Purchaser deems necessary and appropriate.</p>

	<p>25.3 The Purchaser will technically evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24, as per Technical Specifications required.</p> <p>25.4 The Purchaser's financial evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing taxes and duties.</p>
26. Contacting the Purchaser	<p>26.1 Subject to ITB Clause 23, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time evaluation report is made public i.e. 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Purchaser, it should do so in writing.</p> <p>26.2 Any effort by a Bidder to influence the Purchaser during bid evaluation, or bid comparison may result in the rejection of the Bidder's bid.</p>

Part-I

Section II. Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

Introduction	
ITB 1.1	Name of Procuring Agency: THQ hospital, Burewala. Government of the Punjab

ITB 1.1	Name of tender Tender 01/2019-20: Procurement Of Services & supplies
ITB 4.1	Name of Purchaser: Procuring Agency THQ hospital, Burewala.
ITB 6.1	For clarification purposes, the Employer's address is: Stadium road, THQ hospital Burewala. Requests for clarification shall be received by the Employer no Later than 15 th July ,2019
ITB 8.1	Language of the bid – English

Bid Price and Currency	
ITB 11.2	The price quoted shall be Delivered Duty Paid at the following locations in accordance with the Schedule of Requirements including the delivery charges: Burewala city, District Vehari (Punjab)
ITB 12.1	The price shall be in Pak Rupees and shall be fixed.

Preparation and Submission of Bids

ITB 13.2	<p>a. Certificate of Incorporation of bidder's firm showing its location and the date of registration etc.</p> <p>b. NTN and GST Registration Certificate</p>								
ITB 14.3 (b)	<p>A certificate from the dealer that the quality of the supplied goods is among the best. And in case of any issue, company will replace the product within a week.</p>								
ITB 15.1	<p>Amount of Bid Security:</p> <table border="1" data-bbox="493 680 1370 890"> <thead> <tr> <th data-bbox="493 680 630 785">Tender no</th> <th data-bbox="630 680 954 785">Item</th> <th data-bbox="954 680 1162 785">Estimated cost</th> <th data-bbox="1162 680 1370 785">Bid Security</th> </tr> </thead> <tbody> <tr> <td data-bbox="493 785 630 890">01/2019-20</td> <td data-bbox="630 785 954 890">Procurement of services & supplies</td> <td data-bbox="954 785 1162 890">1900,000</td> <td data-bbox="1162 785 1370 890">2% of estimated cost</td> </tr> </tbody> </table> <p>Bids shall be in the prescribed format, sealed and accompanied by the Bid Security in the form of Call Deposit, Bank Draft, or Pay Order in favor of medical superintendent THQ hospital, Burewala, Primary & Secondary Healthcare Department having its validity 90 days from the date of opening of bid.</p>	Tender no	Item	Estimated cost	Bid Security	01/2019-20	Procurement of services & supplies	1900,000	2% of estimated cost
Tender no	Item	Estimated cost	Bid Security						
01/2019-20	Procurement of services & supplies	1900,000	2% of estimated cost						
ITB 16.1	<p>Bid Validity Period: 90 days after the date of opening of bid.</p>								
ITB 17.1	<p>Number of Copies: Original along with one Copy of the bid. Bids must be accompanied by unit price and total price.</p>								
ITB 18.2 (a)	<p>Address for Bid Submission:</p> <p>Tehsil headquarter hospital, Stadium road, Burewala.</p>								
ITB 19.1	<p>Deadline for Bid Submission: 19.07.2019 at 11:00 a.m</p>								
ITB 22.1	<p>Time, Date, and Place for Bid Opening:</p> <p>On 19th July 2019 at 11:30 a.m. at conference Hall of THQ Hospital</p>								

	Burewala.
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Bid Evaluation	
ITB 25.3	Criteria for bid evaluation: Lowest Delivered Duty Paid (DDP) Total Price offered by the qualified responsive bidder.

Contract Award	
ITB 29.1	Percentage for quantity increase or decrease: 15 % of total contract value

Section III. Schedule of Requirements

The delivery schedule expressed as weeks stipulates hereafter a delivery date which is the date of delivery required.

TENDER 23/2018-19: MISCELLANEOUS ITEMS 3

sr #	name of items	specifications	quantity
1	copper pipe 6 mm	rate per foot is required	150 foot
2	copper pipe 3 mm	for Ac installation	550 foot
3	copper pipe 5 mm	for Ac installation	400 foot
4	flare nut 5	for Ac installation	40
5	flare nut 6	for Ac installation	20
6	flare nut 3	for Ac installation	60
7	insulation 3	for Ac installation	550 ft
8	insulation 5	for Ac installation	400 ft
9	insulation 6	for Ac installation	150 ft
10	cotton tape	for Ac installation	50
11	packing tape	for Ac installation	50
12	teflon tape	for Ac installation	30
13	cable four core 110/76	four core, Fast, GM cables	200 meter
14	cable 3/29	single core, fast, GM cables	10 coils
15	cable 7/29	single core, fast, GM cables	10 coils
16	cable 70/76	two core, fast, GM cables	10 coils
17	Installation kit for split ACs(wall mounted)	installation kit for Acs it comprises of 1.Copper pipe 1.5'' = 10 ft 2.Copper pipe 2'' = 10 ft 3.Insulation tape = 1 4.Steal nail =07 5.Defral tape =1 6.Electric cable 3 core =10ft 7.Flare nut 1.5'' =2 8.Flare nut 2'' =2 9.insulation =10ft	60 kits
	SERVICES		
01	TUBE TIERS OF STRATURES	installation of tube tiers/ rubber tiers to strature, rate per strature is required	50
02	INSTALLATION OF CABINAT ACS, 2 TON	services are required for installation of ACS	50
03	INSTALLATION OF CABINAT ACS, 4 TON	services are required for installation of ACS	50
04	installation of split Acs	services are required for installation of ACS	100

05	service of split AC	service of ac required	200
06	service of cabinat 2 ton	service of ac required	200
07	service of cabinat 4 ton	service of ac required	100

TABLE 1 DELIVERY SCHEDULE

Tender no.	Location	Item	Delivery Period from the date of Notification of Award/supply order
01/2019-20	THQ Hospital Burewala THQ	<ul style="list-style-type: none"> Services will be provided for a period of one financial year . For supplies, supply order will be issued on timely basis. 	Supply order will be issued biyearly and delivery period is 15 days.

Part-I

Section IV. Technical Specifications

KNOCK DOWN CRITERIA

Sr #	Mandatory criteria	Yes/no
1	Original receipt for purchase of tender	
2	Bid Security in the form of CDR/BANK DRAFT	
3	NTN registration certificate	
4	Affidavit as per tender documents	
5	Firm profile	
6	Income tax return of last year	
7	Goods quality certificates	
8	Previous experience/supply orders	
9	Affidavit that they have not supplied these items at lowest rates in any other govt. institute in current fiscal year	

Note:

- Failure to provide any of the above documents will results in rejection of bid.
- No any reminder or letter will be issued for any missing document
- Financial & technical bid must be signed & stamped by bidder.

Part-I

Section V. Bidding Forms

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 _____

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 Supplie

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]

PRICE SCHEDULE
TENDER 01/2019-20:
services & supplies

SR #	NAME OF ITEMS	SPECIFICATIONS	QUANTITY	RATE INCLUSIVE OF ALL TAXES
1	copper pipe 6 mm	rate per foot is required	150 foot	
2	copper pipe 3 mm	for Ac installation	550 foot	
3	copper pipe 5 mm	for Ac installation	400 foot	
4	flare nut 5	for Ac installation	40	
5	flare nut 6	for Ac installation	20	
6	flare nut 3	for Ac installation	60	
7	insulation 3	for Ac installation	550 ft	
8	insulation 5	for Ac installation	400 ft	
9	insulation 6	for Ac installation	150 ft	
10	cotton tape	for Ac installation	50	
11	packing tape	for Ac installation	50	
12	teflon tape	for Ac installation	30	
13	cable four core 110/76	four core, Fast, GM cables	200 meter	
14	cable 3/29	single core, fast, GM cables	10 coils	
15	cable 7/29	single core, fast, GM cables	10 coils	
16	cable 70/76	two core, fast, GM cables	10 coils	
17	Installation kit for split ACs(wall mounted)	installation kit for Acs it comprises of 1.Copper pipe 1.5'' = 10 ft 2.Copper pipe 2'' = 10 ft 3.Insulation tape = 1 4.Steal nail =07 5.Defral tape =1 6.Electric cable 3 core =10ft 7.Flare nut 1.5'' =2 8.Flare nut 2'' =2 9.insulation =10ft	60 kits	
	SERVICES			
01	TUBE TIERS OF STRATURES	installation of tube tiers/ rubber tiers to strature, rate per strature is required	50	
02	INSTALLATION OF CABINAT ACS, 2 TON	services are required for installation of ACS	50	

03	INSTALLATION OF CABINAT ACS, 4 TON	services are required for installation of ACS	50	
04	installation of split Acs	services are required for installation of ACS	100	
05	service of split AC	service of ac required	200	
06	service of cabinat 2 ton	service of ac required	200	
07	service of cabinat 4 ton	service of ac required	100	

4. 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 _____

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2. _____

Name, Title & Address