

## Form B – Bid Bond

BOND NO: \_\_\_\_\_

THE FOLLOWING PARTIES:

●

herein called the “Principal”

- and –

●

herein called the “Surety”

are jointly and severally held and firmly bound unto the City of Toronto, hereinafter called the “City”, each, in the penal sum of

**2% of the Bid amount**

of lawful money of Canada, to be paid to the City or to its successors or assigns for which payment well and truly to be made, we jointly and severally bind ourselves, our and each of our several and respective executors, administrators, successors and assigns and every of them forever firmly by these presents.

SEALED with our several and respective seals.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

WHEREAS the said Principal is submitting to the City its bid (the “Bid”) for

REQUEST FOR TENDERS NO. Doc5601860721 (the “RFT”)  
CONTRACT NO. 25ECS-MI-04HC

and the said Bid provides that it is to continue open to acceptance and to be irrevocable until the formal contract is executed by the successful Supplier.

The condition of this obligation is such that if, on acceptance of the Bid of the aforesaid Principal in accordance with the terms and conditions of the RFT documents within the time period prescribed by the RFT documents for said Bid to be open for acceptance and irrevocable (the “Bid Validity Period”), the said Principal shall, within the time required, enter into a formal contract and give good and sufficient bonds required by said RFT documents to secure

- (i) the performance of the terms and conditions of the contract, and
- (ii) payment for certain labour and materials,

both in the forms required by the City then this obligation shall be void; otherwise the Principal and Surety will pay unto the City the difference in money between the total amount of the Bid of the said Principal and the sums of the amount for which the City legally contracts with another party to perform the work and for which the City of Toronto may expend or for which it may become

liable by reason of such default or failure, including the cost of any advertisement for new bids if the latter sums of the amount be in excess of the former; but in no event shall the Surety's liability exceed the penal sum hereof.

It is a condition of this Bond that it will remain valid for a period of an additional **Ten (10) calendar** days beyond the Bid Validity Period.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal and that nothing of any kind or 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.

|                      |   |           |
|----------------------|---|-----------|
| SEALED AND DELIVERED | ) | _____     |
| in the presence of   | ) | _____     |
|                      | ) | _____     |
|                      | ) | Principal |
|                      | ) | _____     |
|                      | ) | _____     |
|                      | ) | _____     |
|                      | ) | Surety    |