

## FORM OF BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, \_\_\_\_\_ [insert name of Surety] a \_\_\_\_\_ [specify type of entity] organized under the laws of \_\_\_\_\_ [insert relevant jurisdiction] and duly licensed or authorized to transact business in \_\_\_\_\_ [insert relevant jurisdiction] as surety (hereinafter referred to as the “Surety”) are held and firmly bound unto the United Nations, an international intergovernmental organization, established by its Member States pursuant to the Charter of the United Nations, signed in San Francisco on 26 June 1945, and having its Headquarters in New York, New York 10017, U.S.A., as obligee (hereinafter referred to as the “United Nations”), in the amount of \_\_\_\_\_ [insert relevant amount both alphabetically and numerically, together with the applicable currency] (hereinafter referred to as the “Bond Value”), for the payment whereof which sum, well and truly to be made, the Surety bind itself, its successors, permitted assigns, executors and administrators, jointly and severally, firmly by these presents.

WHEREAS, in response to a [insert form of solicitation, e.g. RFP, ITB] by the United Nations for the provision of \_\_\_\_\_ [specify purpose of the requirement] (“Tender”), and pursuant to the solicitation documents issued by the United Nations in connection with the Tender (“Solicitation Documents”), \_\_\_\_\_ [insert name of Bidder] a \_\_\_\_\_ [specify type of entity] organized under the laws of \_\_\_\_\_ [insert relevant jurisdiction], as principal (hereinafter referred to as, the “Principal” or “Bidder”) has submitted a written [insert form of submission, e.g. proposal, bid] to the United Nations, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ [insert applicable date information], (hereinafter referred to as the “Bid”).

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency whereof is hereby acknowledged by the Surety, the Surety irrevocably undertakes the following:

1. (a) The condition of this Bid Bond is such that if the Principal:
  - (i) withdraws its Bid, without the consent of the United Nations, during the period of Bid validity specified in Article 1 (b), below (“Bid Bond Validity Period”); or
  - (ii) having been notified of the acceptance of its Bid by the United Nations during the Bid Bond Validity Period, (a) unreasonably fails, delays or refuses, when required, in accordance with the terms specified in the Solicitation Documents, to execute the contract, or (b) fails, delays or refuses to furnish the Performance Bond or Labor and Materials Bond or any other bond in accordance with the terms specified in the Solicitation Documents;

then the Surety undertakes to immediately pay to the United Nations the Bond Value, upon first written demand by the United Nations, provided that in its demand the United Nations states that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred. The parties acknowledge and agree that the Surety’s obligations under this Article 1 shall be enforceable without the need to have recourse to any judicial or arbitral proceedings and the Surety’s obligation to pay the United Nations shall be fulfilled by the Surety without any objection, opposition or recourse. The Surety and the Principal acknowledge and agree that the terms and conditions of the Bid Bond shall remain unchanged for the duration of the Bid Bond Validity Period.

(b) The Surety hereby agrees that its obligation under the Bid Bond shall remain in full force and effect until such time as the United Nations notifies the Principal in writing that all of its obligations in relation to the Tender, as specified in the Solicitation Documents, have been fulfilled. Without prejudice to the foregoing, or limiting the generality of the foregoing, the Bid Bond shall remain in full force and effect for at least [ \_\_\_ days] following the expiration of the Bid Bond Validity Period specified in the Solicitation Documents (or any extensions thereof) or, otherwise, until such time that the United Nations has notified the Principal that the Bid Bond is no longer required and the United Nations has confirmed this fact in writing to the Surety upon request therefor. The Principal and the Surety acknowledge and agree that the United Nations may, at its sole discretion, extend the Bid Bond Validity Period prior to its expiration, notice of which extension(s) to the Surety being hereby waived.

2. The parties acknowledge and agree that neither this Bid Bond nor any obligations hereunder are transferable or assignable. No right of action shall accrue on this Bid Bond to or for the use of any person or corporation other than the United Nations.

3. Nothing in or relating to this Bid Bond shall be deemed a waiver, express or implied, of any of the privileges or immunities of the United Nations, including its subsidiary organs.

4. All notices required or contemplated under this Bid Bond shall be in writing and shall be delivered either by: (i) personal delivery; (ii) recognized overnight delivery service; and (iii) first-class, certified mail, return-receipt requested, and postage prepaid.

IN WITNESS WHEREOF, the authorized representatives of the parties have indicated their agreement to be firmly bound by these presents by having signed below on the date first written above:

<b>For the Surety:</b>
by: _____
[signature on line] [insert name]
in the capacity of: _____
[insert title]
in the presence of: _____
[signature on line] [insert witness name]