

**FORM OF TENDER SECURITY**

Whereas.....  
(hereinafter called “the Tenderer”) has submitted its bid dated.....  
for .....  
(hereinafter call “the Tender”).

KNOW ALL PEOPLE by these presents that We .....  
of.....  
having our registered office at .....  
(hereinafter call “the Surety”), are bound unto the MINISTRY OF ENERGY AND  
ENERGY INDUSTRIES (hereinafter called “the Employer”) in the sum of  
..... for which payment well and truly to be  
made to the said Employer, the Surety binds itself, its successors, and assigns by these  
presents.

Sealed with the Common Seal of the said Surety this..... day of.....  
2006.

THE CONDITIONS of this obligation are:

- (1) If the Tenderer withdraws its Tender during the period of bid validity specified by the Tenderer on the Tender Form; or
- (2) If the Tenderer, having been notified of the acceptance of its Tender by the Employer during the period of bid validity:
  - (a) Fails or refuses to execute the Contract Form, if required; or
  - (b) Fails or refuses to furnish the Performance Bond, in accordance with the Instructions to Tenderers;

We undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will not that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including ninety (90) days after the period of bid validity, and any demand in respect thereof should reach the Surety not later than the above date. This Tender Security shall be returned to the Tenderer not later than the expiration of this period.

\_\_\_\_\_  
**SIGNATURE OF SURETY**