



Bond No.:

BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT:

_____ of _____
 (Name of Bidder) (Place) (the "Principal") and

Trisura Guarantee Insurance Company of Toronto, Ontario
 (Name of Surety) (Place) (the "Surety")

as Surety, are held and firmly bound unto The Manitoba Water Services Board (the "MWSB") in the sum of ten percent (10%) of the total Tender price set out in the Tender hereinafter described, for the payment of which sum the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a Tender to the MWSB dated the _____ day of _____, _____ for _____

MWSB Tender for:
Project No.:
Project Name
and Description:

as more fully set out in the Specifications referred to in the Tender Documents.

NOW THEREFORE the condition of this obligation is such that if the Tender of the Principal is not accepted, or if the said Tender is accepted, and the Principal, in accordance with the terms of the Tender, enters into a Contract with the MWSB and furnishes the required performance security for guaranteeing the faithful performance, labour and materials of the Contract, this obligation shall be void, but otherwise shall remain in full force and effect.

SIGNED, SEALED AND DELIVERED the _____ day of _____, _____ .

SIGNED, SEALED AND DELIVERED
in the presence of

Principal (seal)

Trisura Guarantee Insurance Company

Surety (seal)



Bond No.:

AGREEMENT TO BOND
(to be attached to and form part of Bid Bond)

The Surety on the attached Bid Bond hereby undertakes and agrees with The Manitoba Water Services Board to become bound as Surety for the Principal,

_____ of _____
(Name of Bidder) (Place)

the Bidder to you on _____ of _____, _____ for

**MWSB Tender for:
Project No.:**

**Project Name
and Description:**

In an amount equal to fifty percent (50%) of the Contract Price for the due and proper performance of the Work shown and described in the Request for Tenders, if our Principal's Tender is accepted by you, such Performance Bond to be maintained and continue in full force and effect until the expiration of the warranty period; and

In an amount equal to fifty percent (50%) of the Contract Price to be held in trust for the use and benefit of claimants of labour and materials used in the performance of the Work shown and described in the Request for Tenders, if our Principal's Tender is accepted by you, such Labour and Material Payment Bond to be maintained and continue in full force and effect until the expiration of the warranty period.

The Performance and Labour and Material Payment Bonds shall be in the forms specified in the Tender Documents.

It is a condition that this Agreement to Bond shall become null and void if the Performance and Labour and Material Payment Bonds mentioned above are not required from our Principal within sixty (60) calendar days following the Submission Deadline.

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.

SIGNED AND SEALED this _____ day of _____, _____.

Trisura Guarantee Insurance Company
(Name of Surety)

By: _____ (seal)