**FORM A**

**INSTRUCTIONS AND INFORMATION TO BIDDER**

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**FORM A**

**INSTRUCTIONS AND INFORMATION TO BIDDER**

1. **INTRODUCTION**

PETROLINES FOR CRUDE OIL LTD. (hereinafter referred to as “PETCO”) is hereby soliciting a competitive Bid Provision of Replacing MT meter four way valve.

Successful Bidder will be required to undertake the scope for Provision of Replacing MT meter four way valve. (Hereinafter referred to as “Works”) based on the requirements specified in the Invitation to Bid Document (ITB). Please study the ITB carefully.

1. **DEFINITIONS**

Unless the context otherwise requires, the following terms and expressions in this ITB shall have the following meaning. Defined terms not contained in this Section 2 of Form A shall be deemed contained in the Articles of Contract entitled “Definitions”.

* 1. **“Bid Proposal”** or **“Bid”** shall mean the proposal submission by Bidder in response to the ITB.
  2. **“Bidder”** shall mean the person or persons, partnership consortium firm or company that responds to the ITB.
  3. **“Bid Period”** shall mean the time between the issuance of this ITB and the Bid Closing Date.
  4. **“Bid Closing Date”** shall mean the latest time by which Bid Proposal must be submitted by Bidder to PETCO.
  5. **“Invitation to Bid Document”** or **“ITB”** shall mean this document including any drawings, addenda, written clarification and written communication issued by PETCO during the Bid Period.

1. **EXAMINATION OF ITB**
   1. Bidder shall examine and consider all documents issued as part of this ITB prior to preparation of the Bid Proposal.
   2. In order for PETCO to fully assess the relative merits of each Bid Proposal, Bidder is requested to furnish PETCO with any and all relevant and complete information as set forth in this ITB.
   3. Bidder is urged to comply strictly with each and every one of the provisions of this ITB and must submit Bidder's proposal strictly in accordance with the terms of the ITB which consist of the followings:

* Form A - Instruction And Information To Bidder
* Form B - Letter Of Confirmation To Bid
* Form C - Bid Proposal Form
* Form D - Bid Exception
* Form E - Technical Proposal Requirement and Forms
* Form F - Commercial Proposal Requirement and Forms.
* Form of Contract
* Exhibits
  1. FAILURE TO STRICTLY COMPLY WITH THE INSTRUCTIONS SET FORTH IN THIS FORM A WILL RESULT IN THE BID PROPOSAL BEING DEEMED TO BE NON - COMPLIANCE, IN WHICH CASE IT WILL BE EXCLUDED FROM FURTHER CONSIDERATION.

1. **CONFIRMATION TO BID**
   1. Bidder is requested to check the ITB upon receipt and to advise PETCO if there is any omission or pages missing.
   2. **Bidder is advised to confirm within three (3) days upon receipt of ITB the followings:**

* Bidder’s intention to submit Bid Proposal by returning a duly completed Form B.
* Name, address and contact information of representative to whom PETCO shall address all communications.
  1. Should Bidder decline to submit a Bid Proposal, Bidder shall state in writing the reasons for declining to submit a Bid Proposal, and Bidder shall promptly return all ITB to PETCO not later than the Bid Closing Date.

The Bid Documents returned shall be forwarded to the address given in Section 15 of this Form A and the following shall be clearly marked on the cover/envelope:

1. DECLINE TO BID - DOCUMENT RETURNED
2. Tender number and title
3. Bidder's name
4. **JOINT BID PROPOSAL**
   1. PETCO will accept Bid Proposals made jointly by two or more Bidder who wish to combine their resources in order to maximize economies of scale for PETCO. The joint effort could be between local and foreign companies, between few local companies or between foreign companies and made in the form of joint venture, partnership, consortium or any other classifications it may be. **However, PETCO will not accept and will disqualify any Bidder who submits more than one Bid Proposal**.
   2. Where Bidder consist of a joint-venture, partnership or consortium, the members of the joint venture shall remain firm and committed throughout the bidding exercise and during the Contract period wherein JV liability shall be join and several .furthermore in the event of JV’s dissolution or termination the 2 partners shall remain liable before PETCO as until time for contract completion. Any change of companies in the joint venture during the Bid Period or after award of Contract, is not allowed and may result in the Bid being disqualified or Contract being terminated or PETCO taking such remedies available to it under the ITB or Contract as the case may be.
   3. The members of the joint venture shall nominate a Leading Party who shall act as the focal point with PETCO, and shall be authorized to act and decide on behalf of other members in all aspects of the Contract. Payment by PETCO under the Contract shall be made to the Leading Party account only.
   4. A certified true copy of the Agreement on the joint venture, consortium or partnership shall be submitted together with the Bid. All members of the joint venture shall execute the Bid Proposal Form and shall be jointly and severally liable under the Bid Proposal
   5. If successful, all members of the joint venture shall be required to be signatories to the Contract. In addition, all members of the joint venture must provide evidence satisfactory to PETCO, of the authority to enter into the Contract and the authority of the signatories to sign the Contract.
5. **ADDENDA**
   1. PETCO may, from time to time during the Bid Period, issue addenda to this ITB. Bidder shall acknowledge receipt of addenda in the manner specified in the addenda cover letter.
   2. Such addenda shall be taken into account by Bidder in the preparation of its Bid Proposal. Addenda are complementary to and form part of the ITB, and shall be incorporated in the Contract.
   3. Where any actual conflict exists between the addenda, the addendum subsequent in time shall govern.
   4. Bidder shall include in its Bid Proposal the cost of all work included in the addenda issued. Bid Closing Date shall not be extended due to issuance of addenda.
6. **INTERPRETATION AND CLARIFICATION OF ITB**
   1. Bidder shall submit all requests for documents clarification or interpretation of any portion of the ITB by using Attachment A1 – ITB Clarification Form attached to this Form A to PETCO at the address given in Section 15 of this Form A.
   2. In the event Bidder finds discrepancies, errors or omissions in any part of the ITB, Bidder shall immediately request an interpretation. Requests for interpretation must be received by PETCO not later than ten (10) calendar days before the Bid Closing Date.
   3. A copy of all questions of interpretations received from Bidders and the respective answers from PETCO will be sent to all Bidders in order to keep the Bid on a comparable basis.
   4. PETCO shall not be bound by any oral interpretation of the ITB, which may be made by PETCO or any of its representatives. Only interpretations made in writing by PETCO in accordance with the procedures set forth in this ITB shall be binding upon PETCO.
7. **BASE BID PROPOSAL**
   1. As a base case, Bidder's shall submit a Base Bid Proposal, which shall be in full conformity with the requirements set out in this ITB. Nothing shall be deemed to change or supplement this basis except revisions to the Bid Documents issued to all Bidders in writing by PETCO as addenda to Bidders. If Bidder wishes to present Alternative Bid Proposal, Bidder may do so only after having duly complied with the requirements of this ITB as its Base Bid Proposal in the manner specified in Section 10 of this Form A.
   2. Bidder is advised to use positive terms in responding to the ITB. Vague/generic statements may be considered as non-compliance with, or deviations from, the ITB.
8. **BID EXCEPTIONS**
   1. If Bidder has any deviation that is considered of mutual benefit or if there is any exception to the Articles of Contract or any other part of the ITB, Bidder must state the deviations or exceptions proposed by using the format in Form D and giving specific reasons thereof. Bidder must indicate clearly the effect, if any, these deviations or exceptions may have on Bidder's Bid Price and time schedule if the deviations or exceptions are rejected by PETCO.
   2. PETCO will not recognize and will totally disregard any deviations/exceptions mentioned elsewhere in the Bid Proposal, but not listed in Form D.
   3. Bidder shall ensure that Bidder's Base Bid Proposal does not contain any deviation or exception. All deviations and exceptions (including any clarifications, exclusions, conditions, variations, assumptions, and rejections) shall be treated as Bidder Alternative Bid Proposal.
   4. Deviations or exceptions to the Contract expressed after the Bid Closing Date will not be entertained.
   5. PETCO reserves the right to accept or reject any or all of the proposed deviations or exceptions. PETCO will review each deviation or exception on case-by-case basis.
   6. Bidder shall quote the firm price by which the Bid Price will be adjusted (either up or down) in Form D should Bidder's proposed deviations or exception be rejected by PETCO.
   7. If Bidder cannot accept PETCO's wording at any price, and is willing to take risk having its Bid Proposal rejected on this basis, then Bidder must make the following statement under the "Cost Impact" column in Form D:

"FIRM - Will not accept PETCO’s wording at any price".

1. **ALTERNATIVE BID**
   1. In addition to the Base Bid Proposal, Bidder may propose alternatives to the requirements of the ITB that are technically and / or commercially attractive. Bidder should, however, keep the number of proposed alternatives from the ITB to a minimum.
   2. Where alternatives are proposed, Bidder shall submit Alternative Bid Proposal as follows:
2. Alternative Technical Bid Proposal, which the following particulars shall be given:
   1. Section number of the ITB;
   2. Reason for the proposed alternative including effects on operation, maintenance, efficiency, etc.;
   3. Proposed revision of text; and
   4. Detailed specifications
3. Alternative Commercial Bid Proposal, using Commercial Proposal Form specified in Form F, reproduced from original forms provided in this ITB.
   1. Alternative Bid Proposal shall be clearly marked “ALTERNATIVE BID PROPOSAL”.
4. **IMPLIED AGREEMENT**

Where Bidder’s Bid contains no specific mention of exceptions to compliance with ITB or alternative Bid to the ITB in accordance with Section 9 and 10 of this Form A, Bidder shall be deemed to have accepted and complied with all of the terms, conditions and requirements of the ITB.

1. **BID PRICE** 
   1. Bid Price and rates proposed by Bidder shall be quoted in **USD** and shall be firm throughout the duration of the Contract unless otherwise provided for in the Contract. award of Contract, if any, shall be in **(USD ONLY).**
   2. Bid Price and rates quoted shall prevail throughout the duration of this Contract and shall not be subject to revision by reason of cost escalation nor currency fluctuation except as permitted for in the Contract.
   3. Commercial Bid Proposal Form in Form F must be entirely completed by Bidder as required. Every page of the Commercial Bid Proposal Form must be stamped by Bidder's official company logo and properly initialed by Bidder's authorized officer.
   4. Payments under the terms of this Contract shall be in accordance with the Articles of Contract entitled “Payments”.
2. **TAXES AND DUTIES**
   1. Bidder is responsible to seek clarification through their tax advisor on the applicability of those taxes and duties provisions prior to submitting the proposal.
   2. Bidder is advised to refer to the Article of Contract entitled “Taxes and Duties” for details on taxes and duties.
   3. Bidder shall confirm that it has understood and accept the taxes provisions stipulated by completing and submitting Part 9 of Form E, Part 1 in the Technical Bid Proposal.
3. **BID PROPOSAL FORMAT**
   1. Bidder must submit its proposal in two (2) separate sealed packages;
      1. **"TECHNICAL BID PROPOSAL", and**
      2. **"COMMERCIAL BID PROPOSAL",**
   2. Bidder must ensure that the "TECHNICAL BID PROPOSAL" does not contain any pricing or cost quotations. Failure to comply with these instructions will render Bidder's proposal invalid and rejected from further consideration.
   3. The Bid Proposal format shall be as follows:
      1. TECHNICAL BID PROPOSAL PACKAGE

The Technical Bid Proposal Package shall include, but not be limited to, the followings:

* 1. Section T1: Form C(i) - Technical Bid Proposal Form
  2. Section T2: Form E - Technical Proposal Form (Base Bid)
  3. Section T3: Form E - Technical Proposal Form (Alternative Bid, if any)
  4. Section T4: Form D, Part I - Bid Exception (if any)
  5. Section C1 to C4 of Commercial Bid Proposal Package as defined in Section 14.3.2 of this Form A, **BUT WITHOUT ANY PRICE APPEARING or risk the Bid being disqualified by PETCO.**

Bidder must have one of the following statements prominently displayed in capital letters under Section T3:

"THIS PROPOSAL COMPLIES WITH ALL TERMS AND CONDITIONS OF THIS CONTRACT"

OR

"THIS PROPOSAL INCLUDES EXCEPTIONS TO TERMS AND CONDITIONS OF THIS CONTRACT WHICH ARE LISTED IN THIS SECTION"

* + 1. COMMERCIAL BID PROPOSAL PACKAGE

The Commercial Proposal Package shall include the followings:

1. Section C1: Form C(ii) - Commercial Bid Proposal Form
2. Section C2: Form F - Commercial Proposal Form (Base Bid)
3. Section C3: Form F - Commercial Proposal Form (Alternative Bid, if any)
4. Section C4: Form D, Part II - Bid Exception (with price, if any)
   1. All Bid Proposals must be signed and certified by an officer duly authorized by Bidder.
   2. Any amendments appearing in the Bid Proposal must be signed or initialed by the Bidder's authorized officer.
5. **SUBMISSION OF BID PROPOSAL**
   1. Bidder shall submit their Technical and Commercial Bid Proposal Packages mentioned in Section 14 of this Form A in one (1) bound original set plus three (3) bound photocopy set of each. In the event of discrepancy between the original set and the copies, the original shall prevail.
   2. The original sets must be stamped with the words "CONFIDENTIAL - ORIGINAL COMMERCIAL” or” CONFIDENTIAL - ORIGINAL TECHNICAL" on every page of the respective package. Similarly, the photocopy sets must be stamped with the words " CONFIDENTIAL - COPY COMMERCIAL” or” CONFIDENTIAL - COPY TECHNICAL" on every page of the photocopy sets.
   3. Bidder shall properly wrap and seal the original set plus photocopy set of Technical Bid Proposal Package in one envelope, and the original set plus photocopy set of Commercial Bid Proposal Package in another envelope. Each sealed envelope shall also be labeled properly with the words “CONFIDENTIAL - TECHNICAL PROPOSAL” or “CONFIDENTIAL - COMMERCIAL PROPOSAL” as appropriate, including the Bidder's name and address, and this Tender number and title.
   4. **Bidder shall ensure Technical Bid Proposal does not contain any price or rates. Technical Bid Proposal with commercial information will be disqualified from further consideration.**
   5. Bidder shall submit the Bid Proposal to the following address:

**Secretary, Tender Committee**

**Tender No.: 12208**

**PROVISION OF REPLACING MT METER FOUR WAY VALVE**

**CPL Section,**

**Petrolines Crude Oil Limited.**

**7th Floor, GNPOC Tower – Plot No. 91, Block No. 4, Al Mugran District,**

**Khartoum, Sudan.**

**NOTE: BIDDER MUST ENSURE EACH ENVELOPE SUBMITTED IS CLEARLY MARKED WITH BIDDER’S NAME AND DETAILS OF THE CONTENT FOR EASY REFERENCE AND IDENTIFICATION.**

* 1. Responsibility for timely delivery of the proposal to the correct address rests fully with Bidder. PETCO does not accept late bids. Delivery to the wrong address shall not be an excuse for late delivery.
  2. Bidder must ensure that the proposal is delivered to the above address given in Section 15.5 above not later than **the closing time and date as defined in subclause 17.1 of this Form A**. In case the specified bid closing day happens to be a holiday, the next working day shall be the closing day.
  3. All communications/correspondence with regard to bid preparation/clarification and submission of all proposals shall be made in writing (English) to the address specified under Section 15.5 above.
  4. All correspondences with regard to bid clarifications shall be in writing and must indicate the tender number and title and sent to the address given in Section 15.5 above.
  5. Bidder is strongly advised to deliver the proposal by hand in order to assure timely receipt by PETCO. If Bidder elects to mail the proposal, Bidder is advised to use a fast and reliable delivery service (e.g., courier). Bidder should advise PETCO by fax the date and details of the delivery services.
  6. Failure of Bidder to comply with any of the instructions under this Section 15 shall render Bidder’s proposal(s) invalid.

1. **SUBMISSION OF BID PROPOSAL IN ELECTRONIC FORMAT**
   1. In addition to the Bid Proposal submission as required in Section 15 of this Form A, Bidder shall also submit all the attachments, tables, forms required to be filled in by Bidder as specified in Form E and Form F in electronic format. The electronic files shall be submitted together in the appropriate packages. The required information shall be submitted in the following format, as applicable:
   2. Microsoft Word;
   3. Microsoft Excel;
   4. Microsoft Power Point;
   5. Microsoft Projects;
   6. Primavera
   7. All files shall be submitted in virus-free CD or DVD. A list of files and its descriptions shall accompany the diskettes.
   8. Electronic files for Technical Bid Proposal shall be submitted together with the Technical Proposal Package.
   9. Electronic files for the Commercial Proposal shall ONLY be submitted together with the Commercial Proposal Package.
   10. Bidder shall utilize the tables provided without any changes to the format. Bidder shall not create different tables or form.
2. **BID CLOSING DATE**
   1. **Bid Proposal must be received by PETCO not later than the Bid Closing Date & time specified in PETCO ITB covering letter or as may be modified in writing in subsequent addendum or clarification.**
   2. Bid Proposal received by PETCO after the Bid Closing Date will not be considered. PETCO will not accept posting as proof of receipt. It is the responsibility of Bidder to ensure that the whole of its Bid Proposal is received by PETCO at the proper location on or before the Bid Closing Time & Date.
   3. PETCO shall not receive any bid after **15:00 HR on the Bid Closing Date 15th Jane, 2022@ (Wednesday).** Any bid received after the closing date time shall not be entertained.
3. **BID VALIDITY**
   1. Bidder’s Bid Proposal shall be binding and shall remain valid, irrevocable and remain open for acceptance by PETCO for One Hundred Twenty (120) days after the Bid Closing Date. Withdrawal of any statement, terms and conditions or prices in the Bid Proposal during this period will result in the Bid being rejected and the Bid Bond (if any) automatically being forfeited.
   2. Bidders shall provide quotation for any adjustment required by Bidder to extend the bid validity for each of two (2) consecutive thirty (30) days period up to an additional sixty (60) days beyond the validity period by completing Form C (ii).
4. **ACCEPTANCE OF BID**
   1. PETCO reserves the right to accept or reject, in whole or in part, any or all of the Bid and to select the Bid of its choice without assigning any reason. PETCO shall not be bound to accept the lowest cost Bid submitted, or any Bid.
   2. PETCO may at its own discretion split the Contract to more than one Bidder at its own discretion and will be under no obligation to explain the reasons thereof.
   3. PETCO shall not be deemed to have accepted all or any parts of a Bid Proposal unless and until written acceptance is issued.
   4. The successful Bidder will be invited to enter into an agreement with PETCO (reference is made to the Form of Agreement of the ITB). Prior to such an invitation, PETCO may send the successful Bidder a letter of intent/award.
5. **DISCLAIMER**
   1. Drawings, specifications, plans, diagrams, sketches, data or other information, or part thereof, whether technical or otherwise, provided by PETCO in connection with Contract and ITB may have been obtained by PETCO from other parties. PETCO shall not be liable or responsible whatsoever for any inaccuracy, insufficiency or impracticality of the said drawings, specifications, plans, diagrams, sketches, data or other information or part thereof.
   2. Bidder shall make use of and interpret the said drawings, specifications, plans, diagrams, sketches, data or other information or part thereof entirely at its own risks.
6. **CONFIDENTIALITY**
   1. Bidder shall treat this ITB and its contents therein as confidential. If, at any time during the Bid preparation period, Bidder decides to decline to submit Bid Proposal, all documents must be immediately returned to PETCO.
   2. If so requested by PETCO in Form E, Bidder shall execute the Confidentiality and Secrecy Declaration attached in Form E (if any provided).
7. **OTHER CONDITIONS REGARDING THE BID**
   1. It is the responsibility of Bidder to submit all information, which demonstrates its ability to complete the Works described in this ITB e.g. But not limited to the experience of the Bidder including execution of similar projects, experience of Bidder’s personnel “CV”, Agency certificates for any equipment and MOU of any joint ventures. Any inadequacy or failure to submit the required information and comply with the instruction set forth this ITB may result in the Bid being rejected.
   2. All expenses incurred by Bidder related to the preparation of the Bid, clarifications, meetings, etc. shall be to Bidder’s account. PETCO shall not compensate for any expenses so incurred by Bidder.
   3. All correspondences regarding this ITB and the Contract shall be in the English language. Submission in other language(s) will be deemed as non-compliance to ITB and Bidder will be disqualified from further consideration.
   4. All Bid submitted by Bidder shall become the property of PETCO.
8. **BID BOND,BANK GUARANTEE, AND PARENT COMPANY GUARANTEE**
   1. Bidder should submit 2% of his bid value with his proposal in separate envelop, together with the other mandatory requirements as per the advertisement, failing to provide the bid bond, and the mandatory requirements will exclude the bidder from the competition.
   2. Bidder is required to provide an irrevocable and unconditional first call Bank Guarantee issued by International or local Sudan commercial banks acceptable to PETCO to guarantee performance of Contractor’s obligation under the Contract. The format of the Bank Guarantee shall be as set out in Exhibit VII in this ITB.
   3. PETCO shall where applicable, in addition to the performance guarantee, have the right to require Bidder to furnish PETCO with a Parent Company Guarantee issued by its principal, or parent company. Such Parent Company Guarantee shall be in the format set out as Exhibit IX in this ITB.
9. **LOCAL CONTENT**
   1. Bidder is encouraged to maximize Sudan resources personnel and facilities in the execution of the Works.
   2. If so requested by PETCO in Form E, Bidder shall identify and propose areas where local joint ventures, sub-contractors, suppliers and personnel can participate in the execution of the Work in accordance with the instruction provided.
10. **SITE VISIT**
    1. A Worksite visit at Bid stage is optional for all Bidders.
    2. Bidder shall, at its own cost and expense, visit and examine the Worksite prior to submission of its Bid.

25.2 Bidder shall, at its own cost and expense, visit and examine the Worksite prior to submission of its Bid.

25.3 If so optioned by Bidder(s), within one week from ITB date, a Worksite visit followed by a pre-bid clarification meeting to resolve Bidders’ queries will be arranged. Bidder may elect no more than two (2) representatives to attend.

25.4 Bidder will be notified in writing of all relevant details. Once notified, Bidders shall arrange for travel to the meeting point designated by PETCO. Arrangements shall include but not limited to accommodation, messing, and safety gear and clothing at bidder’s sole expense.

25.5 Bidder shall advise PETCO of the names of representatives delegated to attend the site visit and/or the clarification meeting & shall furnish passport/ID copy, 2 passport size photos & any other documents as may be requested, for their representatives travelling to the site shall seven (7) days in advance, for purposes of “Security Pass” arrangement. Bidder shall arrange for all necessary travel documentation such as visa application, etc.

25.6 PETCO will determine a suitable date for the visit and will delegate a representative to accompany Bidders’ personnel on the Worksite visit and meeting. PETCO will arrange all transportation to / from and at the Worksite, as well as Site accommodation and messing if required. All expenses incurred shall be solely borne by Bidder.

**26.0 AUTHENTICATION FEES**

All Service Contracts to be authenticated by Ministry of Justice, the authentication fees is subject to contract value.

**27.0 SPECIFIC REQUIREMENT AND INFORMATION FOR THIS TENDER**

**The Contract duration shall be One (01) Year.**

#### **ATTACHMENT A1 – ITB CLARIFICATION FORM**

#### Bidder shall list all clarification questions regarding this ITB.

|  |  |  |  |
| --- | --- | --- | --- |
| **No** | **ITB Reference**  (Article No. or Exhibit No.) | **Subject** | **BIDDER's Question** |
| 1 |  |  |  |
| 2 |  |  |  |
| 3 |  |  |  |

**ATTACHMENT 2**

**BANK GURANTEE FORMAT**

To: Petrolines for Crude Oil Limited,

Finance &Administration Department

7th Floor, GNPOC Tower – Plot No.91, Block No. 4,

Al Mugran District, Khartoum, Sudan.

Attn: Tender Secretary

Tender No.: **12208**

Tender Title: **PROVISION OF REPLACING MT METER FOUR WAY VALVE**

**BANK GUARANTEE FOR BID BOND**

1. In consideration of *<insert name of Bidder>* (hereinafter referred to as Bidder), bidding upon the terms and conditions of the Invitation to Bid No. .: 12208 PROVISION OF REPLACING MT METER FOUR WAY VALVE. (hereinafter referred to as ITB), we *<insert name of bank>* of *<insert physical address of bank>*, hereby irrevocably and unconditionally agree to make payment to Petrolines for Crude Oil Limited, of the sum of **2% of the bidder quotation to be drawable in USD at PETCO discretion**, being the amount of Bid Bond, to be completed to **10% of contract value** as Bank Guarantee to this contract, required to be deposited with PETCO in accordance with the conditions of the ITB, upon receipt of the first written demand made by us upon you, and:
2. without our being entitled or obliged to make any enquiry of you, or the Bidder or any other party, and
3. without the need for you to take any legal action against or to obtain the consent of the Bidder, and
4. notwithstanding any objection by the Bidder or any other third party, and
5. without any proof or conditions; and
6. without any right of set-off or counterclaim,

We agree that we shall not be discharged or released from this Guarantees by any agreement made between Bidder and PETCO with or without our consent or by any forbearance by PETCO or by any change in the name or constitution of PETCO or the Bidder.

The Bid Validity is effective from \_\_ of \_\_\_\_, 2022 and shall expire on \_\_ of \_\_\_\_, 2022 (120 days after Closing Date of the Bid).

For more details of the Bank Guarantee please see EXHIBIT IV

Signature : …………………………………….

Name : ……………………………………. (Name of Authorized Signatory)

For and behalf of : …………………………………… (Name of Bank)

Date : …………..…………………………

Stamp : …………..…………………………

**- END OF FORM A -**