

this Charter, shall be opened by a board, or a majority of them, consisting of the Mayor, who shall be president of the same, the Comptroller, City Register, City Solicitor, and the President of the City Council, which board, or a majority of them, shall, after opening said bids, award the contract to the lowest responsible bidder; provided, however, that whenever alternative bids are invited for two or more different things, then the said board shall have power and authority, in its discretion, after all bids have been opened, to select the particular thing which shall be adopted, and thereupon the said board shall award the contract to the lowest responsible bidder for and upon the particular thing so selected, and any recommendations which may be made by any department, sub-department, municipal officers not embraced in a department, special commission or board as to the particular thing to be selected by said board, shall be advisory only, and not binding upon said board; provided, however, that nothing in this section relative to alternative bidding shall apply to the Annex Improvement Commission created by Chapter 274 of the Acts of 1904, providing for the Annex loan subsequently approved by the people of Baltimore City. Bids when filed shall be irrevocable. The successful bidder shall promptly execute a formal contract to be approved as to its form, terms and conditions by the City Solicitor, and he shall also execute and deliver to the Mayor a good and sufficient bond to be approved by the Mayor in the amount of the contract price. To all such bids there shall be attached a certified check of the bidder upon some clearing house bank, and the bidder who has had the contract awarded to him, and who fails to promptly and properly execute the required contract and bond shall forfeit said check. The said check shall be taken and considered as liquidated damages, and not a penalty, for failure of said bidder to execute said contract and bond. Upon the execution of said contract and bond by the successful bidder, the said check shall be returned to him. The amount of said check shall be five hundred dollars, unless otherwise provided by ordinance, or an order or regulation of the department for whose use the bids are made and contract entered into. The checks of the unsuccessful bidders shall be returned to them after opening the bids and awarding the contract to the successful bidder.

*American Lighting Co. v. McCuen*, 92 Md. 705. *Packard v. Hayes*, 94 Md. 233. *Smith v. Hayes*, 98 Md. 485. *Callaway v. Baltimore*, 99 Md. 315. *Building Supply Co. v. Baltimore City*, 160 Md. 192. *Flack v. Mayor. &c., Baltimore*, 104 Md. 130.

When the lowest bid is not in conformity with the specifications as advertised, the contract may be awarded to the next lowest bidder.

*Maryland Pavement Co. v. Mahool*, 110 Md. 397.

In the absence of fraud or collusion, decision of Board of Awards on responsibility of bidder conclusive.

*Knight v. M. & C. C.*, Daily Record, July 1, 1913.

The bid is irrevocable and cannot be withdrawn or altered after filing.

*Baltimore v. Robinson*, 123 Md. 660.

The certified check deposited at the time of filing a bid is forfeited if the bidder fails to execute the contract and furnish the requisite bond.

*Baltimore v. Robinson*, 123 Md. 660.

Alternative bids, etc.

*Konig v. M. & C. C.*, 126 Md. 606