



सरदार वल्लभभाई पटेल राष्ट्रीय पुलिस अकादमी
SARDAR VALLABHBHAI PATEL NATIONAL POLICE ACADEMY
(भारत सरकार : गृह मंत्रालय)
(Government of India : Ministry of Home Affairs)
हैदराबाद — 500 052
Hyderabad - 500 052

TENDER NO : 11011/1/2021-22/HS-Bldg/ 128

**ANNUAL MAINTENANCE CONTRACT OF 1136 NO'S OF
AIR CONDITIONERS INSTALLED AT SARDAR VALLABHBHAI PATEL,
NATIONAL POLICE ACADEMY, HYDERABAD**

Date of Tender Enquiry : 29/09/2021

Closing date & time of submitting bids : 20/10/2021



Website: <http://www.eprocure.gov.in>

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OPEN TENDER
(e-Tender)

1. SVP National Police Academy, Shivrampally, Hyderabad, invites **e-bids** under two-bid system from authorised contractors for Annual Maintenance Contract of Air Conditioners – 1136 Nos of various capacity as per the details given below :-

2. Salient features of the tender enquiry are as follows :-

a)	Tender No.	11011/1/2020-21/HS-Bldg/128
b)	Description of Contract	Annual Maintenance of Air Conditioners (1,136 No's of various capacity as per annexure 'A'.)
c)	Type of Tender	Open Tender
d)	Bid System	Two Bid System (two cover Technical Bid & financial Bid)
f)	Earnest Money Deposit.	Bid security declaration should be uploaded as per the format attached with the NIT
g)	Type of maintenance Contract	Comprehensive type
h)	Period of Contract	12 months from the date of receipt of maintenance contract.
i)	Address of correspondence	The Assistant Commandant (Works) SVP National Police Academy, Shivrampally, Hyderabad, Telangana - 500052.

- 3) Important dates related to this tender are furnished below for information:-

	Particulars	Date	Time
01	Date of online publication of tender	29/09/2021	1300 hrs
02	Starting date for downloading tender document	29/09/2021	1330 hrs
03	Bid submission starting date	30/09/2021	0900 hrs
04	Bid submission closing date	20/10/2021	1500 hrs
05	Closing date & time for submission of original copies of EMD	20/10/2021	1500 hrs
06.	Opening of bid	20/10/2021	1530 hrs

06.	Opening of bid	05/08/2021	1530 hrs
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- 4) Interested manufacturers/ authorised dealers/ stockists/ suppliers dealing with above items can download the tender document from CPP Portal (www.eprocure.gov.in) and bid can only be submitted through the same website. Bid submitted other than on CPP Portal will not be accepted. The Eligible bidders should have the digital signature certificate (DSC) issued from any agency authorised by controller of certifying authority (CCA), Govt. of India.
- 5) The bids are invited online under two cover system i.e Technical bid Cover 1 and price bid/bill of quantity (BOQ) (Cover 2) from eligible bidders.
- 6) Bidders can access and download the tender documents from CPP Portal and can fill them with all relevant information and submit the completed tender document online on the website: <http://www.eprocure.gov.in>. The downloading of tender documents shall be carried out strictly as provided on the website. No editing, addition and deletion of matter shall be permitted. If such action is observed at any stage, such tenders are liable for outright rejection.
- 7) Tender shall be submitted online only at CPP website. Bidders are advised to refer the Bidders manual kit for e-submission of the bids online through the Central Public procurement portal available at the website: <http://www.eprocure.gov.in>. Aspiring Bidders/ Suppliers who have not enrolled/ registered in e-procurement should enrol/register before participating through the website <http://www.eprocure.gov.in>. The portal enrolment is free of cost.
- 8) All the documents as per tender requirement should be uploaded online and further, no documents will be accepted offline. However, Demand Draft (EMD -- Earnest Money Deposit) hard copy should be sent to SVP National Police Academy before the due date of opening. Bidders who are not submitting any of the required documents online will summarily be rejected.
- 9) **Performance Security Clause :** The Successful bidder shall have to deposit a performance security of 3% of the contract value of the work order value within 15 days as indicated in the work order, in the form of a Bank Guarantee / FDR drawn in favour of **'The Director, SVP National Police Academy, Hyderabad**. Failure on the part of the firm to deposit the performance security within stipulated time the purchaser reserves the right to cancel the work order. Performance Security submitted by the bidder will remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations. No interest will be payable for **"Performance Security"**.

Terms and Conditions

1. The TIA (Tender inviting authority) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour. For any queries regarding e-tendering process, the bidders are requested to contact over phone : 04024015151-4759 or send a mail over to cppp-nic@nic.in
2. Following scanned documents in pdf / Excel file format must be enclosed in separate covers duly sealed and stamped.

First cover (In pdf):-

- (a) Signed and stamped of NIT documents.
- (b) Firm Registration Certificate as per the Companies Act of India.
- (c) GSTIN Registration Certificate.
- (d) Pan Card of the Contractor/Firm and bank details.
- (e) **Previous year IT Return and Annual Report of last three years.**
The cumulative financial turnover of the bidding firm during the last three years, ending on 31 March 2020 should be at **Rs 43,43,155/-** (or equivalent in foreign currency at exchange rate prevalent on 31 March 2020) as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant / Cost Accountant in India or equivalent in relevant countries.
- (f) Bidding Firm (manufacturer or principal or authorised representative) should not have suffered any financial loss for more than one year during the last three years, ending on 31 March 2020.
- (g) Bidder should submit copies of earlier contract of ACs maintenance executed in the past three years or list of valued customers if any.
- (j) LOB (Letter of bid) duly signed.
- (k) Bid Security Declaration. **Offers received without the prescribed Bid Security Declaration, will be rejected summarily.**
- l) Any other technical documents i.e list of persons to be employed on the job along with relevant certificate of trade and experience etc.,

Second cover :-

- a) Financial bid (In excel file like BoQ):- The rates/ amount of contract inclusive of all taxes, transportation charges, labour charges and installation charges, if any, are to be quoted explicitly both in words and figures. The Price Bid/ BOQ template must not be modified or replaced by the bidder; else the bid submitted is liable to be rejected for this tender. No excess amount beyond the quoted amount will be considered.
- b) The prices once accepted by the purchaser shall remain valid till the successful execution of the complete order to the satisfaction of the purchaser. The Purchaser shall not entertain any increase in the prices during the period. In the event there is a reduction or increase in Government levy/ duties during the period of execution of the order, the rates shall be suitably adjusted with effect from the date notifying the said reduction or increase in the Government levy/ excise duty. However, the Purchaser is not liable to any claim from the supplier on account of fresh imposition and/or increase of Excise duty, Customer duty, sales tax etc.

on raw materials and/or components used directly in the manufacture of contracted goods taking place during the pendency of contract.

c) Prices shall be quoted in Indian rupees only.

3. **The vendors should inspect the air conditioners before quoting for the AMC after taking prior permission from the In-Charge Assistant Commandant (Works) of SVP NPA Hyderabad.**
4. The bidders should have at least three years of experience in the field of maintenance of ACs.
5. The annual maintenance contract shall be comprehensive type.

SPECIAL CONDITIONS OF CONTRACT (SCC):-

6. Contract will be valid for the period of 12 months from the date of work issued by the Academy. During the currency of contract, no demand for revision in the rates on any account whatsoever shall be entertained.
7. Day to Day complaints should be attended within 3 hours of the receipt of complaint barring unforeseen conditions and shall not have any limit on the number of emergency breakdown calls during the period of AMC.
8. The prospective tenderer shall quote for comprehensive maintenance including replacement of all the required parts, materials and gas filling in compressor in respect of complete AC units such that all the units shall always be in good working condition. As such no materials / spares whatsoever will be issued by the Department.
9. At least three Technicians must be available in the Academy from 06 am to 11 pm daily including Sunday and GH's. Contractual firm also liable to provide additional manpower as and when demanded by the Academy during the important events viz POP, VIP / VVIP visit etc.
10. The Academy will provide one office cum store room with phone facility for attending complaints immediately.
11. The prospective tenderer should visit the site and acquaint himself of the existing conditions, restrictions in movement / working hours, security aspects, conditions of the plant / equipment being operated before quoting for the job. No complaints of loss of labour, item of work not included in the scope of work, variation etc, will be entertained at a later date, or any extra claim for payment on any account whatsoever shall be entertained.
12. Spares replaced and gas filling in compressor must be covered under scope of AMC including hardware if required. Replacement of factory re-operated compressor shall be made as and when required. All the materials used on the work shall however be got approved from the Competent Authority of the Academy before it is used on the work.
13. The contractor shall clearly state the details and periodicity of routine periodical maintenance proposed to be carried out by him and shall execute the same in

- the presence of the representative authorised by AC (Works) and his certificate to be obtained after completion of work.
14. The contractor shall maintain record of consumable items used on the AC units and obtain signature of the AC (Works) or his representative.
 15. No advance payment shall be made. The payment will be made **on quarterly basis** and will be released after ending of the quarterly subject to satisfactory maintenance as detailed above.
 16. The contractor strictly deploy qualified, trained persons for operation and maintenance of the equipments and shall be fully responsible to obtain such licenses for taking up above work as prescribed by the state/ local bodies, CPWD and for both for executive and operational staff.
 17. The contractor and or his representative, labour should not remove / disturb/dislocate the existing equipment and its parts from its location until and unless it is authorized by the AC (Works). The entire installation shall be intact at any time of inspection as handed over to him at the time of initial taking over of its maintenance and operation. Care should also be taken not to damage by improper handling etc. The contractor shall be responsible for any damage and shall have to make good to its original shape and description as and when the damage etc. takes place or it is noticed.
 18. Water and electricity for operation and maintenance of the units will be arranged by the department free of cost.
 19. The AC units are meant for providing inside conditions and hence it is vitally important that the inside conditions are maintained strictly within specified limits without any interruption.
 20. Preventive maintenance is the responsibility of the contractor. He is responsible for intimating the anticipated fault in time to the AC (Works) and also for taking appropriate corrective action in time after obtaining concurrence from the department.
 21. Workmen Safety and Insurance:

The service provider shall alone be fully responsible for safety and security and insurance or life insurance of their personnel who is working on the operation and maintenance works. The service providers (a) shall take out and maintain and shall cause any Subcontractors to take out and maintain, at their (or the Sub contractors, as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks and for the coverage, as shall be specified in NIT; and b) at the Procuring Entity's request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums have been paid. The service provider shall provide and ensure sufficient protection gears like safety shoes, hand gloves, ladders, etc. are being used by their workers while carrying out works. The Procuring Entity shall not be liable for any compensation in case of any fatal injury/ death caused to or by any manpower while performing/ discharging their duties/ for inspection or otherwise.

22. This contract can be terminated by Competent Authority without assigning any reason by giving a notice before a period of 10 days at any time during the period of contract and no claim for any compensation will be entertained to such termination prior to the expiry of stipulated period of contract.
23. The work should be carried out to the full satisfaction of the Academy and equipment should be kept in clean and good condition.
24. The contractor shall submit a list of persons to be employed on the job along with relevant certificate of trade and experience and also arrange to issue identity cards to such persons engaged on the job. The staff should invariably display the identity card while on duty in NPA.
25. The contractor shall provide a presentable uniform to his staff at site at their cost. The uniform should indicate the name of the firm in the left side of the pocket which shall be embroidered one. A small name plate engraving the name of the person should be provided by the contractor to each staff for display the same on the uniform.
26. The AC units shall always be kept in good working condition and to be handed over back in the same condition on expiry of the contract.
27. The terms of maintenance shall include oiling, cleaning, gas filling in compressor, greasing, servicing, replacement or repair of any or all the parts needed to keep the unit in working condition, **such as FAN, MOTOR AND ELECTRICAL COMPONENTS LIKE START CAPACITOR, RUN CAPACITOR, PCB CIRCUIT, OVERLOAD, REMOTE CONTROL, RELAY, THERMOSTAT, SELECTOR SWITCH, BODY OR PART OF BODY etc.** during the entire contract period. Wires, plugs and AC filters will also be provided by the contracted firm. It also includes dismantling and or re-installation thereof for some AC's whenever necessary.
28. In case of repairs / replacement of working parts in the AC's, only genuine spare parts with ISI marking should be used and signature of user/location caretaker/Branch in-charges should be obtained in the job cards/slips.
29. Compressors - If compressor of any AC is not working and needs replacement, the firm has to replace that defective compressor with the compressor of same brand of that AC or equivalent brand. Prior permission of the competent authority is required for replacement of the defective compressors. A written intimation to this effect is to be submitted to the Stores Branch of this department. The cost of compressor and replacement/labour charges (if any) will be reimbursed to the firm in addition to the AMC bill in case old defective compressor is replaced with new one only on production of original bill of compressor purchased by the firm and warranty card indicating the serial number and date of purchase of the compressor. The old compressors shall also be deposited with the AC(Works), NPA.
30. Minimum one periodical servicing visit shall have to be made during the period of contract for thorough checking, cleaning of each AC. Towards this end, the contractor shall maintain a log register duly recording the service particular which shall be attested by AC (Works) on each occasion.

31. No ACs should be removed from the building without the gate pass issued by the Building in-charge concerned indicating the AC number and compressor serial number.
32. In case any Air-Conditioner is shifted from one location to another or is to be removed from any location, the contractor shall be liable to provide all infra-structures / services etc. for which no additional charges will be paid by the office. However, no ACs will be shifted without the knowledge of AC(Works), NPA. Academy will provide the transportation on need basis.
33. In case of ACs required to be taken to contractor's workshop for repairs, no separate transportation charges will be paid and contractor will have to arrange his own conveyance.
34. Further on accepting your offer and on placing Work order, you will submit Security Deposit for amount equivalent to 3% of the Work Order value within 15 days as indicated in the Work order, in the form of a Bank Guarantee/FDR drawn in favour of '**The Director, S.V.P National Police Academy, Hyderabad**' which will be valid beyond sixty days of validity of the contract.
35. The Academy reserves the right to accept or reject the tenders without assigning any reason thereof.
36. Contractor shall provide service level agreement copy duly signed on the above terms and condition within 20 days to Academy on receipt of Letter of Award to AMC.
37. Bid Validity. The Bid / Tender submitted shall necessarily remain valid for 180 days. If any bidder withdraws his tender before the said period, SVP NPA shall without prejudice to any other right or remedy, be at liberty to forfeit the bid security submitted along with the bid.
38. **Penal Action for Non-Compliance of Terms and Condition of the Contract**

Penalty:-

LIQUIDATED DAMAGES -SPECIAL CONDITIONS OF CONTRACT:-

- i. If any minor repairs not carried out within 06 days of its occurrence **a sum of Rs. 500/- will be recovered per unit per day as penalty towards its Quarterly bill.** (Minor works- Routine repairs/ spares).
- ii. If any major repairs not carried within 20 days of its occurrence 5% will be recovered per Unit as penalty towards its Quarterly bill. (Major works- Special repairs which involves spares not covered in the contract. Major repairs if any to be intimated immediately within 24 Hrs so as to arrange spares if any which is not came under AMC)

iii. The academy reserves the right to waive off the penalty in major repairs on case to case basis if the reasons submitted by the contractor is satisfied that the delay occurred on account of causes and circumstances beyond his control.

(a) The tenderer is liable to be suspended from participating in the tender, if he withdraws his bid (any time after deposition of tender or before accepting the contract).

(b) The tenderer may also be suspended if the tenderer derogates any terms/conditions of the tenders, raises conditions with malafide intention to delay/scuttle tender procedure or quotes fictitious/unrealistic rates.

(c) If a contractor willfully neglects or fails to perform or observe any condition of the contract or attempts to cheat or indulge in unfair practices with the motive of making undue gain, the Director may impose a ban on future contracts by the SVP National Police Academy with that contractor.

(d) In case a contractor fails to comply with the order place by the Academy or to perform his part of the contract to the entire satisfaction of the Academy or fails to abide by the terms of the contract, the contractor shall be liable to all following actions or any of the following actions, as may decided by the Director to this Academy :-

(i) Forfeiture of Performance Security in whole or in part.

(ii) To make good the loss caused to the Government.

(iii) Cancellation of the contract without any prior notice to the contractor.

(iv) Debarment from entering into contract with the Academy for period specified by the competent authority.

(e) In event of contractors performance security deposit being reduced by means of forfeiture, the contractor within 15 days from the date of intimation of the reduction shall restore the performance security to the original value, failing which, the Contract Operating Officer will recover the amount involved from any amount due to the contractor by the government or from any other assets of the contractor held with the Academy.

(f) All losses sustained by the government due to failure, omission or neglect of the contractor may be realised from the performance security or any other amount , which may be due to be paid to contractor from the Academy.

(g) In case of non-satisfaction of any services by the Academy or in case of neglect, failure or delay on the part of the contractor to comply with the ordered placed by the Academy, the Academy authority may without prejudice to any other action which the department may take under the terms of the contract, will be at liberty to procure or purchase such service from any other source. Any expenditure (which may include transportation and their incidental charges) incurred in excess of the contracted rate shall be borne by the contractor or recovered from his security deposit and/or from any amount which may be due to be paid to the contractor by the Academy.

(h) The bidder will be blacklisted by the Academy in case of breach/non-compliance of terms and condition of contract.

(i) The Director SVP NPA reserves the right to cancel the order without pre notice, forfeit the security deposit or recover any damages for any breach of contract.

40. **Right to Cancel the Order.** The Director, SVP National Police Academy reserves the right to cancel the order/tender/contract without any financial repercussion on either side and without seeking the consent of the bidder at any stage of tender process. No further correspondence in this matter will be entertained.

41. **Demonstration of Offered Project.** The bidder should provide demonstration of service offered, in case the TPC so desires. Failure to offer demonstration shall entail rejection of bid forthwith.

42. **Arbitration Proceedings.** Any dispute arising out of the contract at any time between the parties hereto touching or arising out of this contract shall be referred to an arbitrator to be nominated by the Director, SVP National Police Academy and the decision and award of such arbitrator shall be final and binding upon the parties hereto and the provision of the Indian Arbitration Act 1996 shall apply to the Arbitration proceedings.

43. **High Court for Settlement of Dispute.** If the dispute between the parties not settled by the Arbitrator, it should be subject to the jurisdiction of the High Court of Judicature at Hyderabad.

44. **Death of Contractor (Sole Proprietor).** In case of death of a contractor or sole proprietor of a firm, his/her legal heir (s) may be permitted to operate the contract already approved in favour of the deceased and are operational or operating the current contract approved in favour of the deceased :-

(a) Death Certificate of the deceased contractor.

(b) Willingness certificate on an affidavit that the legal heir (s) and accredited agent (s) is/are willing to continue the operation of existing contract (s) at the existing terms and condition of the contract.

(c) Legal Heir Certificate/Succession Certificate from the Court of Law.

45. **Opening and Evaluation of Technical Bids.**

(a) The Tender Committee appointed by the Competent Authority of Academy will open all Technical Bids in the first instance on the appointed date and time at SVP NPA Hyderabad.

(b) During evaluation of the bids, the purchase committee may, at its discretion, ask the Bidder for clarifications of its bid. The clarification of the bidder shall be in writing.

(c) No bidder shall contact the committee member on any matter relating to its bid from the time of the bid opening to the time the purchase order is placed. If the Bidder wishes to bring additional information to the notice of the Purchaser it should be done in writing.

(d) Any effort by a bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or purchase order decision will result in rejection of the bid.

(e) The results of the evaluation of the Technical Bids along with the date of opening of the Financial Bids will be uploaded in the portal. The purchase committee may at its option to choose to open the financial bids immediately after the opening and evaluation of the Technical Bids.

46. **Eligibility Conditions.**

(a) The bidding firm should have the capability to provide the ordered service/ supply in time as and when work order placed and service should be started within 10 days from the date of receipt of work order.

(b) Any Government organization/undertaking should not have blacklisted debarred/suspended the bidding firm.

(c) The Vendor should preferably be an entity registered in India.

(d) The firm/agency/distributor/wholesaler with sound financial position are only eligible to submit the tender form.

47. **Taxes and Duties.** Firms shall be entirely responsible for all taxes, duties, license, fees etc. Incurred until delivery of contracted product/services to the Academy

Digitally signed by R
JAYANTHI
Date: Fri Jul 16 13:25:35 IST
2021
Reason: Approved

Administrative Officer (Admn.)
SVP NPA, Hyderabad

Copy to: Programmer with a request to please get the above requirement posted in NPA Website and provides a link

DETAILS OF AIR CONDITIONERS SVP NPA HYDERABAD

Sl no	Capacity	Type of Ac	Total Qty	location	Remark
1	1.5 ton	Split	271	West Bengal -02, up cottage -01, Sikkim cottage-01, ITBP g.house-01, Tamil Naidu G/H-08, S.M.Daiz -39, officer club-12, octagon-11, sos mess-42, Rajsthan bhavan-04, M.P. Bhavan-06, A.P con hall-03, Bctc building -5, New Adm Building -02, wireles section-02, MTC building-06, Old Gym-02, DJC gym-07, Model P/S-04, IPS mess-04, Qm sec-01, npa hospital -18, old adm building-19, suraksha plaza-4, Karnataka guest/H 03, CISF office-8, Academy house -06, V1/2- 03, V/6-01, V/5-02, V/4-02, V/7-02, V/3-01, V1/1-07, V/1-02, V1/3-05, V/14-04, V/13-03, V/11-03, V/9-03, V/12-02, V/10-02), Firing range-01, site -B gate -01, Acm Building -06,	
2	2 ton	Split	113	West Bengal -01, up cottage -01, Sikkim cottage-01, ITBP g.house-02, cisf cottage-03, bilhar bhavan-04, officer club-12, sos mess-02, Mp bhavan-02, Academy Auditorium-02, Ap hall-08, Kerla Auditorium-09, Forensic lab -7, wireless section-04, Old gym-04, Djc gym-09, mctp bui-02, Stw-1, work sec-01, Npa hospital-03, old adm building-13, suraksha plaza-04, Academy house-03, V/1-01, V1/3-02, V/9-01, V/10-01, Publiction sec-01, old data centre-02, hospital officer ward -02, Nom building-05	
3	1 ton	Split	252	Octagon-9, NOM building -100, Ips Mess-141, Old adm building -02,	
4	2 ton	Duc table	140	ACM BUILDING-140,	
5	5.5 Ton	Duc table	09	ACM BUILDING-09,	
6	7.5 ton	Ductable	38	ACM BUILDING-05, Sos mess-03, A academy Auditorium-10, Ap con hall-03, Karla Auditorium-02, MTC building -15,	
7	7. ton	Duc table	8	mctp building-06, old adm building -02,	
8	8.5 ton	Duc table	2	ACM building -02,	
9	11 ton	Duc tabl	24	BCTC building -18, DJC building -06 nos,	

10	3 ton	Tower	17	COE sec-03, officer club-04,MTC building-03, sos mess-03, Rajasthan Bhavan-04,	
11	2 ton	Tower	4	MP Bhavan-02. Annexe ips-02,	
12	4 ton	Tower	49	New adm building -02,old gym-04, Djc gym-07, Ips mess -01, old Library-12, suraksha plaza -03,AP con hall-10, Photo gallery -10,	
13	3 ton	Cassette	43	BSF guest house -01,BCTC bui -26 NIS complex -16,	
14	4 ton	Cassette	53	BCTC building-08,new adm building-04,MTC building-04,MCTPbuilding-20,old Library-01, Ips mess dining Hall-16,	
15	2 ton	Cassette	41	BCTC- building-21, new adm building-18, new sport complex -02,	
16	5 ton	Duc table	24	IPS mess-24,	
17	28(kw)	VRF	13	STW building -13,	
18	33(kw)	VRF	07	STW building -07,	
19	40 (kw)	VRF	03	STW building -03,	
20	45 (kW)	VRF	08	STW building -08,	
21	1.5 ton	Window	17	Sos mess -01, Academy auditorium-02, BCTC -02, new adm building -01, mtc-02, old adm building -04,suraksha plaza-02, cisf office -site-A-01,V1/2-01 ,V/7-01,	
Grand Total:1136					

BID SECURITY DECLARATION FORM

Date: _____ Tender No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am / We are in a breach of any obligation under the bid conditions, because I/We

- a) Have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) failure use to execute the contract, if required, or (ii) failure use to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

In the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder) Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate).