



## **e-TENDER NOTICE**

**Tender Reference No.:** SU/ET/2024-25/12

**Date:** 08/01/2025

### **INVITING EXPRESSION OF INTEREST (EOI) FOR EMPANELMENT OF VENDORS FOR THE SUPPLY OF PRINT BOOKS TO SIKKIM UNIVERSITY**

The Central Library, Sikkim University (A Central University), invites EOI from the reputed Publisher/Bookseller/Vendor to empanel as authorized Vendor for supply of Print Books and Associated Electronic Resources, to the Central Library, Sikkim University.

An amount of **Rs.1000/-** (non-refundable cost of downloaded tender form) and Rs. 50,000/- (Earnest Money Deposit) in the form of NEFT should be remitted to the account details mentioned below:

- Account Holder's Name: Sikkim University
- Account No: 112010100231541
- Account Type: Savings Account
- IFS CODE: UTIB0000112
- Branch: Gangtok [SK]
- Bank Name: AXIS Bank

The bidder registered with Micro and small scale enterprises (MSEs) are exempted from submitting bid security/EMD based on guide line issue by department of Micro, small and medium Enterprises. (MSME). If EMD and Application fees are claimed for exemption then the relevant MSME certificate supporting the exemption claim may be uploaded along with the online tender document with Annexure VI.

#### **Security Deposit (SD)**

The successful vendors who so ever qualify for empanelment will have to submit the Security Deposit (SD) of **Rs. 1,00,000/-** (Rupees One Lakh Only) in the form of Bank Guarantee (B.G.). Security Deposit shall be issued in favor of "Sikkim University" payable at Gangtok.

In case, a purchase order exceeds over ten lakh, additional security deposit may be demanded from the vendor.

The Security Deposit will be for the period of Three Years, from the date of empanelment and will be refunded / returned to the Vendor without any interest. In case further continuation, the same will be kept as Bank Guarantee as per the extended period.

Eoi complete with all essential enclosures should be uploaded in the e-procurement portal at <https://eprocure.gov.in/eprocure/app> on or before 29.01.2025 by 05.30 PM. The University in no case will be responsible for incomplete submission or any technical reason. The Eoi documents can be seen and downloaded from the Sikkim University website: [www.cus.ac.in](http://www.cus.ac.in)

## **1. Introduction**

The Central Library, Sikkim University (A Central University) invites Expression of Interest (Eoi) from reputed Publisher/Bookseller/ Vendor to empanel as authorized vendors for the supply of print books and associated electronic resources to the Central Library, Sikkim University.

## **2. Scope of Work**

Scope of work covered under this Eoi is to supply Printed Books (including national/international/local/government publications/language books) and Associated Electronic Resources to the Central Library, Sikkim University.

## **3. Period of Empanelment**

The period of empanelment will be of three years from the date of empanelment. This period is extendable further on the basis of mutual consent and satisfactory performance of the vendor as per the previous service records at Sikkim University. The decision of the competent authority shall be final in this regard.

## **4. Eligibility Criteria**

Publisher/Bookseller/Vendor must enclose self-attested proof of the supporting documents in support of the eligibility criteria mentioned below. Without attaching the supporting documents, the bidder will be rejected.

- 4.1 The vendor should be an active member of national/ state trade federations like, Federation of Publishers' and Booksellers' Association in India (FPBAI), or any other recognized similar National/State body. [Enclose the latest proof copy].
- 4.2 The vendor should have Permanent Account No (PAN) & GST No issued by Government of India.
- 4.3 The vendor should have satisfactorily supplied the order to at least 05 Higher Educational Institutions funded by Central/State such as Central Universities, IITs/IIMs/NITs/IISERs, State University, etc in last three financial years [ending on March 2024) from the date of Eoi (satisfactory supply certificates along with relevant order copies should be enclosed].
- 4.4 Have at least one empanelment & supply to any institutions of repute (Central Universities/NIT/ IIMs/State Universities) from North East Region as such experience of vendors to NE region is essentially required to minimise likely to dishonouring of the supply order at later stage, which University had past experience with earlier empanelled vendors.
- 4.5 The service performance of the vendors supplying Sikkim University shall also be considered at the time of technical evaluation. Any existing vendors, if, do not have satisfactory supply shall be disqualified.
- 4.6 The vendor should have a minimum average annual turnover of Rs. 2 Crore (Rupees Two Crore Only) in the last 03 years [ending in March 2023) on print books [Certified copy from the financial agency to be attached].
- 4.7 The vendor should submit a single highest price Purchase Order during the last three financial years (ending in March 2023) against supply of printed books only to any Higher Educational Institutions funded by the Central /State Government. [Purchase order by the respective organizations for the satisfactory supply of orders of print resources should be attached for that particular order].
- 4.8 The vendor should submit Income Tax Return (ITRs) for the last 3 financial years (ending March 2023). [Self attested copy should be enclosed]
- 4.9 The vendor should submit Profit & Loss Account and Balance Sheet for the last 03 financial years (ending March 2023) [Certified copy duly attested by Chartered Accountant should be enclosed]. The vendor should be a distributor/ dealer / stockist / executive / preferred agent

of at least 'Ten' publishers. [The valid authority letters duly issued by the publishers should be enclosed].

- 4.10 The vendor/publisher should not be ever being debarred / blacklisted from any Government Organization/Govt. Funded Organizations. [Furnish an affidavit declaring as non-blacklisted on non-judicial stamp paper of Rs. 100/-]. Please note that all essential documents should be properly stamped & signed by the authorized signatory of the vendor. Without signed & stamped, the proposal will not be considered.

## **5. Technical proposal details**

The vendor has to furnish all requisite information/documents as per **Annexures** and has to attach all the relevant certified/attested documents etc. in support of the information and also the EoI document with the seal and signature of the authorized signatory. The above should be submitted for participating in the EoI.

## **6. Validity Period of EoI**

The EoI shall remain valid for a period of **90 days** from the date of opening of the EoI proposal.

## **7. Selection of Vendors**

The bid/s shall be evaluated by a technical committee constituted by the University. The university reserves the right to select any bid under the grounds of specification compliance, proven performance track record, brand reputation, service support, past supply experience to the Central Library, Sikkim University and other Libraries, etc.

The bidder shall be shortlisted after evaluation of the technical bid. Therefore, a technically incompetent bidder's price bid will not be considered for further course of the evaluation. Additional terms and conditions will be incorporated in the purchase order, if needed, to safeguard the interest of the University. The bidder also has to consider the corrigendum(s) issued from time to time by Sikkim University in relation to the EoI. The university may empanel more than one vendor and shall be free to purchase book(s)/journal(s) from any one or more of them. However, the act of empanelment shall not prohibit the University of its Right to purchase books from only the empanelled vendors. The Central Library reserved the right to place orders to any other non-empanelled vendors or directly to the publishers on some exceptional cases only for the greater interest of the University. The University's decision in all matters related to procurements of information resources shall be final and binding on all concerned.

## **8. Notification of Empanelment**

Eligible Vendor for empanelment to Sikkim University for supply of the print books, print journals and online resources will be notified on above mentioned criteria by email or registered letter. Sikkim University shall have the right to give orders to any empanelled vendor at its discretion and suitability and requirement.

## **9. Terms and Conditions for Supply the Order**

- 9.1 The Central Library may place an enquiry with all the empanelled vendors or with selected vendors for the required titles and number of copies of each thereof, by email.
- 9.2 Vendor has to acknowledge the purchase order within 03 days by quoting the price against each title, no. of copy available by email. The supply terms and conditions and discounts will remain unchanged. In case the vendor fails to acknowledge the purchase order and availability status, it shall be assumed that the vendor is not interested in the supply of books. After three such incidences, the vendor may be blacklisted and no further communication shall be entertained.
- 9.3 In case of an urgent requirement, the purchase order may be placed with the local vendors, however, terms & conditions and discount policy will remain the same. The quoted price should have at least 30 days validity and any conditional price quote(s) will not be acceptable. Any clarification/query regarding the purchase order should be sought from the Central Library (**email: library.acquisition@cus.ac.in**) within 03 days from the date of issue of purchase Order.

- 9.4 The vendor has to supply the print books and associated resources to the Library strictly within the specified period as per the purchase orders. In case items are not received against the purchase order within the stipulated time, the University reserves the right to cancel either the entire purchase order (s) or part of it. In case of delay in delivery of books to be procured from abroad or books having Print on Demand, the Vendor has to inform and seek prior permission (at least 02 days before the expiry of scheduled delivery time) from the Librarian for grant of extension in the period of supply time, stating the valid reasons for such extension. Unless otherwise specified, only the latest edition of the publications will be accepted. Unless otherwise specified the Indian/paperback edition of a title should be supplied, if available.
- 9.5 A copy of the purchase order for books imported from an international publisher should be attached.
- 9.6 Any title or vols. costing more than Rs. 15000.00 and a bill exceeding Rs.2,00,000/- it should be brought to our notice before dispatch.
- 9.7 **Supply Period:** The supply period of the books: Any publication with Indian origin – the supply period will be 30 days from the day of purchase order. For any publication of foreign origin – the supply period will be **90 Days** from the day of purchase order.
- 9.8 **Payment Schedule:** The Central Library shall not make any advance payment to the vendor for supply orders. The payment shall be released by the University against the invoice from the vendor after receiving the books in good condition and it shall be in accordance with the University's norms of payment.
- 9.9 **Delivery Schedule:** The purchase order will be inclusive of freight charges, loading-unloading, packing-forwarding, good condition, transit insurance etc. The vendor should supply the books to the library on F.O.R destination inclusive of postage, packing and forwarding charges at Central Library, 6<sup>th</sup> Mile Gangtok. Furthermore, the university is being shifted to its permanent campus at Yangang, South Sikkim very soon, therefore the supply has to be made F.O.R at Sikkim University Yangang, South Sikkim at the same terms and conditions. The suspicious prices, higher prices against the publisher's catalogue, and mutilated/damaged books shall not be processed. The vendor has to take back the supplied items at their own cost. at any stage any suspicious amount is detected other than the publisher's catalogue, the appropriate action shall be taken against the vendor as per rules. The vendor has to provide a copy of price proof mentioning the actual cost of the book duly signed and stamped.
- 9.10 Every price proof and proof of currency conversion should contain a seal and the authorized signature of the vendor. In case of any price manipulation detected at any stage, the vendor will be held responsible for the same and the excess amount, if any, charged and paid will be refunded by the vendor to the University in a single instalment.
- 9.11 Every title supplied should be as per bibliographic specifications. If the title is not found correct as per the purchase order, the same will be returned back to the vendor and the expenditure shall be borne by the vendors. Every book shall be thoroughly checked for physical conditions. Any Books with missing pages/ mutilated pages, if any found at a later stage, shall have to be replaced by a good one even after it has been stamped and accessioned. If the supplied book does not confirm the specification or the book is not in good condition, the supplier will be asked to take back the books at his own expense and the vendor has to replace them within the specified time. The Central Library will not be responsible for such books if not taken back and replaced within the said period.
- 9.12 Every invoice should have a full supply. Any partial supply will not be permitted and partially supplied bills/invoices will not be processed for payment. It will be processed after receiving the complete supply order.
- 9.13 In the case of titles that are not supplied, a certificate of non-availability of the book in the market from the publisher should be furnished within 05 days from the date of receiving the order. In case any books/ other Library items are found out of print, the same should be

supported by a certificate issued by the concerned publisher. Certificates issued from distributors/stockist will not be entertained in this regard. The Central Library reserves the right to enquire about the non-availability claimed by the vendor, and in stage, it is found false, such vendor will be debarred from the University and a penalty will be imposed as per rules.

- 9.14 In case there is a delay that is foreseen in supply, the concerned empanelled vendor should send a communication to the library explaining valid reasons for the same and seeking additional time to supply the same, at least 05 days before the due of the supply. If the given reason for the delay is justified with adequate proof of communication, the library may consider extending the supply time as may deem fit. However, this should not exceed 02 weeks from the original supply due date.
- 9.15 In the case of foreign publications, the original prices in foreign currency should be mentioned in the invoice along with the Indian prices in INR charged in accordance with the approved date of exchange. **Reserve Bank of India (RBI)** rates applicable should only be followed and the vendor should clearly mention it on the invoice. The Conversion rate applicable shall be the prevailing rate on the date of billing. The vendor must provide proof from RBI or Bank conversion rate duly signed and stamped.
- 9.16 On emergent conditions, any nationalized banks may be applicable with prior intimation and approval from the Central Library. The supply should be free of freight charges and the supply cost will be borne by the supplier, If there is any damage/loss of the books/journals in transit, the Central Library, Sikkim University will not be responsible, or supplied items are not as per the Purchase Order will be summarily rejected and need to be taken back on own expenses by the concerned vendor.
- 9.17 The Central Library, Sikkim University reserves the right to release and cancel any purchase order against any vendor without assigning any reason. The Central Library, Sikkim University reserved the right to release the purchase order to any non-empanelled vendors without explaining any reason. The decision of the competent authority, Sikkim University is the final in this regard. The terms and conditions for vendorship registration can be amended by the Central Library, Sikkim University from time to time and the same is binding to the registered vendors.

#### **10. Delivery of Consignment:**

Consignment and mode of dispatch of the books should be address to:

The Librarian,  
Central Library, Sikkim University,  
6th Mile, Tadong, Gangtok, Sikkim, India.

And at a later stage:  
The Librarian,  
Central Library, Sikkim University,  
Yangang, South Sikkim - 737134

#### **11. Invoicing Procedure**

- 11.1 The invoice duly stamped should be submitted in Triplicate in favour of the Librarian, Central Library, Sikkim University, 6th Mile, Tadong, Gangtok, Sikkim, India.
- 11.2 Invoice should contain the PAN No., GST No. Purchase Order Number, Date, Currency exchange, etc. A separate Invoice should be raised against each Purchase Order. It is also advisable that the vendor shall raise separate invoices for Indian publications and international publications.
- 11.3 Bill/Invoice should possess the certificate that no other charges have been included other than the cost of the books supplied.
- 11.4 The invoice should have the following enclosures:

- (i) The prices charged in this invoice(s) are the actual, true and correct;
- (ii) A certified copy of the latest Publisher's catalogue as Price Proof if price is not printed on the book;
- (iii) The latest edition has been supplied, and they are not remaindered titles;
- (iv) Conversion rate has been charged as per RBI or FBIL/ any nationalised Bank are applicable and should also be clearly indicated on the invoice;
- (v) The book is not a remainder title.
- (vi) invoice should be produced affixed with a revenue stamp on the original bill and should be signed by the authorized signatory.

11.5 No advance payment will be made in any case before the supply of print books. Successful vendors have to provide the bills in triplicate against the Purchase order. Payment shall be released provided subject to fulfilling the terms and conditions by the vendor mentioned in Eol and Purchase Order as well.

## **12. Discount Structure:**

All supplies should be made allowing at least 20% discounts in the printed price. However, a higher discount will be appreciated.

## **13. Others Terms and Conditions**

- 13.1 The Central Library, Sikkim University reserves the right to accept or reject the EOI at any stage, in part or in full without assigning any reason thereof.
- 13.2 The Central Library, Sikkim University reserves the right to relax/amend/withdraw any of the terms and conditions contained in the Eol document in the interest of the University without assigning any reason thereof.
- 13.3 The Central Library, Sikkim University reserves the right to modify/change/delete/add any further terms and conditions at the time of execution of agreement in the interest of the University.
- 13.4 A conditional proposal or any such will not be considered in any case.
- 13.5 The Central Library, Sikkim University all the rights reserved to procure any number of books from any of the empanelled vendors irrespective of their merit in the interest of the university. Merely getting empanelled does not ensure that the purchase order will be placed to the vendor.
- 13.6 The Central Library, Sikkim University has all the rights to procure Books from other sources at any time in the interest of the university other than the empanelled vendors.
- 13.7 Notwithstanding the discount rate(s) so decided, the Central Library, Sikkim University shall have the right to procure the books directly from such Vendor/Publisher on terms and conditions decided by the University.
- 13.8 Incomplete Eol, application forms not filled properly, missing documents, evidence proof any as required in Eol, etc will be rejected. The decision of the authority of Sikkim University in this regard shall be final and binding upon the suppliers. The University may issue amendment/corrigendum in regard to the Eol document before the due date of submission. Any amendment/corrigendum should be accepted by the vendor. The vendor may visit the University website (<https://cus.ac.in>) from time to time.
- 13.9 Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted.

- 13.10 Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises

#### **14. Termination for Insolvency**

Sikkim University may at any time terminate the empanelment without assigning any reason or without compensation. If the vendor become bankrupt or otherwise insolvent as declared by the Competent Court, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the department.

#### **15. Sub-letting of the Contract**

No sub-letting on this contract accepted. The successful vendor shall be responsible for full execution of the order and shall not, in any case, assign or sublet ordered book (s) or part thereof to any other party.

#### **16. Force Majeure**

Should any force majeure circumstance arise, each of the Empanelled Vendor should be excused for the non-fulfilment or for the delayed fulfilment of any of its contractual obligations, if the affected Vendor within fifteen days of its occurrence informs in a written form by the other party. Force Majeure shall mean fire, flood, natural disaster or other act such as war, turmoil, sabotage, explosion, epidemics, quarantine restriction, strikes and lock outs i.e. beyond the control of either party.

#### **17. Penalty Clause**

In case of delayed delivery of the books beyond the stipulated time i.e Indian Publications (**30 days**) and Foreign Publications (**90 days**), a penalty of **10%** will be levied on the value of books supplied belatedly. However, if the vendor seeks additional time beyond the stipulated time, then the vendor needs to send a written request with valid reasons for such extension, to the Librarian for consideration. The Central Library, Sikkim University may or may not grant extension in the interest of the University. In case of a vendor denying the order stating non-availability books with the publishers mentioning out of print, the Central Library shall enquire about the availability with the concerned publishers in any stage. In case statements found false in any stage, such vendors will be debarred and blacklisted and appropriate action will be taken by the competent authority as per rules.

#### **18. Arbitration/ Jurisdiction**

In the event of arbitration or any dispute arising under the EoI, the decision of the competent authority of Sikkim University will be binding on both the parties. All disputes resulting from this EoI and action thereon shall be under the jurisdiction at Gangtok, Sikkim Court only.

Note: All pages & attached documents must be duly signed and stamped by the authorised signatory of the firm. All pages should be attached sequentially. Further, by signing in the documents, you are agreed to supply print books and associated resources on the terms and conditions mentioned on the above.

**Annexure-I**

**GENERAL INFORMATION**

<b>Sl. No</b>	<b>Particulars Details</b>	<b>Details</b>
1.	Name of the Firm	
2.	Complete Postal Address	
3.	Contact Address ; Name of the Contact Person; Email No.; Mobile No.; Website Address, etc.	
4.	Date of Establishment of Firm	
5.	Certificate of the Firm Registration SME Certification Details (if any)	
6.	Name of the Proprietor/Director	
7.	Proprietorship Certificate	
8.	If partnership, Name and address of the partners	
9.	Registration No. of Federation of Publishers' & Booksellers Association of India (FPBAI)/Any other National Body (Please enclose a copy of the latest Registration Certificate.)	
10.	Permanent Account Number (PAN) GSTN No.	
11.	Satisfactory performance certificates on supplying of print books from at least 05 Higher Educational Institutions under Central /State Government i.e Central Universities, IITs, IIMs, NITs, Research Lab, etc. (in last three financial years ending March 2023). [Attach the copies of the purchase orders and Certified Relevant Satisfactory Performance Certificates issued by the client].	
12.	The Vendors should submit a single highest value Purchase Order during any of the last three financial years (ending in March 2023) on supply of print books only to any Higher Educational Institutions i.e Central/State. [Purchase order and Satisfactory Performance Certificate by the respective organization for the satisfactory Supply the order should be attached for that particular order)	
13.	Do you have a direct import license? (If Yes, please attach a copy of the same)	
14.	Do you have an account with the reputed foreign publishers for importing books directly through them? (If yes, please furnish documentary proof)	



15.	<p><b>Annual Turnover of the firm for the last 3 financial years:</b>  (a) 2020-21  (b) 2021-22  (c) 2022-23</p> <p>(Last three years financial turnover should be minimum Rs. 2 Crore.  Attach proof copies duly certified by the Chartered Accountancy Firm )</p>	
16.	<p>Have your firm ever been debarred / blacklisted for doing business from any government organization/Govt. funded organization/Institution? If No, please furnish an affidavit raised on non-judicial stamp paper of Rs. 100.00 (Rupees One Hundred only).</p>	

**Annexure-II**

**DECLARATION**

I / We..... (Names of Vendor(s)/proprietor(s) / partner / shareholder (s) hereby declare that the information provided in this application form is/are true to the best of my/our knowledge;

I / We hereby declare that all matters related to Sikkim University shall/will be treated as confidential and no information shall be passed on to any unauthorized person without written permission of the competent authority;

I/We ..... , whose signatures are appearing below, is / are the authorized representative (s) of the firm;

I / We undertake the responsibility to communicate all subsequent changes in the constitution or working of firm, affecting the accuracy of the facts, stated above;

I / We have read and understood the terms and conditions mentioned in this EoI, and are clear and acceptable to my /our Firm.

I/ We do hereby declare that entries made in this EoI format are true to the best of my/ our knowledge and belief. Deliberately no information has been hidden or misled. If at any stage during and after empanelment, any information furnished and documents provided in this EoI are found to be incorrect/false/fabricated/concocted/misled, then Sikkim University reserved all the rights to cancel the offer / Empanelment, forfeit the Security Deposit of Rs. 2,00,000/- and take appropriate action against my/our firm.

Signature & Seal of the Vendor/ Proprietor : .....

Place : .....

Date : .....

**Annexure-III**

**Detail of supply of Books During the Last Three Years**

<b>Sl.No</b>	<b>Name of the Client</b> (any Government University- Central / State)	<b>Order Copy Enclosed</b> (Y / N)	<b>Satisfactory supply certificate enclosed</b> (Y / N)	<b>Bill Details and Value (Attach Copy)</b>

**Annexure - IV**

**Detail of single purchase order having the highest value during any of the last three financial years (ending March 2023) for the supply of print books to the clients i.e. any Government Institutions (Central / State).**

<b>Sl.No</b>	<b>Name of the Client</b> (any Government University- Central / State)	<b>Order Copy Enclosed</b> (Y / N)	<b>Satisfactory supply certificate enclosed</b> (Y / N)	<b>Bill Details and Value (Attach Copy)</b>

## Annexure - V

### (Vendor Letter Head)

#### UNDERTAKING

I/ we have gone through the terms and conditions of supply of books to Sikkim University library and accept all the terms and conditions and undertake to supply the books within the prescribed time, if my company is empanelled for supply of books.

I am also submitting the documentary proof to certify my every credentials and bonafide.

I/ We also declare that I/We would be liable to action as deemed fit by the University for any misrepresentation or giving wrong information or inordinate delay in supply of books or any other malpractices.

Place:

Signature of the Applicant

Date:

(With seal of the Firm)

List of Documents (Self attested) to be enclosed. (Please give serial Nos of documents attached.....)

1. Copy of PAN/TAN Card.
2. VAT Sales Tax Registration No. / GST Registration
3. Copy of Registration / Incorporation Certificate of the firm.
4. List of publishers Represented by the firm, if the firm is a distributor
5. Copy of membership certificate of Associations etc. (National/State Level Professional associations only)
6. List of Universities and research Institutions which are regular clients of the firm.
7. Relevant document for Tax and Audit Report
8. Any other documents,

**Annexure - VI**

**Bid Security Declaration Form**

Date: \_\_\_\_\_ Tender No. \_\_\_\_\_

To

The Registrar

Sikkim University

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) fail or reuse to execute the contract, if required, or(ii) fail or refuse 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)