

TENDER FOR SUPPLY OF HHMD FOR
SECURITY DEPARTMENT

ALLIANCE AIR IS A WHOLLY OWNED SUBSIDIARY OF AIAHL

CERTIFICATE

THIS IS TO CERTIFY THAT SUBJECT TENDER DOCUMENT BEARING

TENDER NO AAAL/23-24//DEL/203

TENDER FOR SUPPLY OF HHMD

(Hand Held Metal Detector) FOR SECURITY DEPARTMENT

DATA CONTAINS A TOTAL OF 17 PAGES (NUMBERED) ONLY
(SEVENTEEN PAGES ONLY).



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CHAPTER - 1

DISCLAIMER

1. The information contained in this tender document (hereinafter referred to as the "Tender") or and any information pertaining to the aforesaid subject matter provided subsequently to the applicants/bidders in any form by ALLIANCE AIR AVIATION LIMITED (hereinafter referred to as "AAAL") shall be subject to the terms and conditions to which such information is provided contained herein and any other terms and conditions as may be prescribed by AAAL prior to award of the tender.
2. The purpose of this tender is to provide all bidders with the information that may be useful to them in the formulation of their proposals/bids (hereinafter referred to as "BID(S)") in response to this tender. The statements and facts contained herein, which reflect various assumptions and assessments arrived at by AAAL do not purport to contain exhaustive/all the information on the aforesaid subject matter that each applicant may require for the purpose of submitting their bids.
3. Each bidder should, conduct its own due diligence, investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, and information contained in this tender and shall obtain independent advice from appropriate sources at no cost to AAAL.
4. The information provided in this tender to the applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. AAAL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
5. AAAL also accepts no liability of any nature whether resulting from negligence or otherwise, however caused arising from reliance by any applicant/bidder upon the statements contained in this tender.
6. AAAL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this tender, from time to time till close date of tender.
7. The tender does not imply that AAAL is bound to select a bidder or to appoint the selected bidder, as the case may be, and AAAL reserves the right to reject all or any of the bids without assigning any reason whatsoever at any time.

TENDER NO: AAAL/24-25/SECURITY/DEL/HHMD FOR SECURITY DEPARTMENT/203

Dated-18.03.2024

8. The bidder shall bear all its costs associated with or relating to the preparation & submission of its bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by AAAL or any other costs incurred in connection with or relating to in bids. All such costs and expenses shall remain with the bidder and AAAL shall not be liable in any manner whatsoever for the same or any other costs or other expenses incurred by the bidder in preparation for submission of the bid, regardless of the conduct or outcome of the bid selection process as contained herein.

CHAPTER -2

INSTRUCTION TO BIDDERS

1. Alliance Air Aviation Limited (AAAL)-Alliance Air is a 100% wholly owned subsidiary of AI AHL, fully owned by the Government of India under administrative control of Ministry of Civil Aviation and currently operates a fleet of ATR 72-600 aircraft inducted on lease with the brand “**ALLIANCE AIR**” and operates domestic and International flights from/to India.

2. AAAL is pleased to invite Bids under the TWO BID format for TENDER FOR SUPPLY OF HHMD FOR SECURITY DEPARTMENT. The bids are to be submitted at Alliance Air office at **Alliance Bhawan, Domestic Terminal-1, IGI Airport, New Delhi-110037 to Materials department**.

3. TENDER FOR SUPPLY OF HHMD FOR SECURITY DEPARTMENT are invited to submit the best offer, as per work scope, conditions of contract as sought in subject tender document (Refer Chap. 3 & 4).

4. HHMD supplier are required to submit quotes in response to subject tender document as per two bid formats mentioned in chapter 5(Tech Bid Format) & 6 (Financial Bid Format) to subject tender document.

5. The Tech bid documents and Financial bid documents are to be enclosed in two separate envelopes. The envelope containing Tech bid is to be super scribed with Tender No **TECH BID -AAAL/23-24/SECURITY/DEL/203** TENDER FOR SUPPLY OF HHMD FOR SECURITY DEPARTMENT /----- and Envelope containing **Financial Bid** to be super scribed with **FINANCIAL BID -AAAL/23-24/SECURITY/DEL/203** TENDER FOR SUPPLY OF HHMD FOR SECURITY DEPARTMENT /--- and subject two separate envelopes pertaining to Tech Bid and Financial bid to be further enclosed in a bigger envelope and is to be super scribed **-AAAL/23-24/SECURITY/DEL/203** TENDER FOR SUPPLY OF HHMD FOR SECURITY DEPARTMENT /--- and the same to be deposited in tender box kept at the address appended below. Either in person or through Post/courier services. The envelope carrying quotes should either be sealed/closed/Glued. Opened/stapled envelopes will not be accepted. Opened/stapled envelopes will be out rightly rejected.

**Materials Department
Alliance Air, Alliance Bhawan
IGI Airport, Terminal-1
Palam, New Delhi -110037**

6. Tender documents sent through Post or Courier will be at the risk of the tenderer and AAAL will not be responsible for any loss or non-receipt of the tender documents. Tenders received after due date/time will not be entertained/considered. If tender closing/opening date is declared a Holiday in AAAL, Delhi Office, the last date of submission/opening of the Bids will automatically stand extended to 15:00 Hrs of the next working day.

7. Last date & time for submission of Tender : **01 April 2024 at 15:00 hrs**

8. Due date & time for opening of Tech Bids submitted: **01 April 2024 at 15:00 hrs**
(date of opening of financial bids of those bidder who emerges as successful in technical

evaluation upon opening tech bids will be notified latter).

9. Amendments, corrigendum, clarifications if any and any extensions of due date of opening of this tender will be intimated.

10. For any queries / clarifications w.r.t technicalities/Scope of work w.r.t subject tender **Mr. RAJ SINGH MOB No.8800499486 or 011-25674244** may be contacted on any working day between 10 AM to 16:30 PM before Tech bid opening date and time.

11 It is further clarified that any individual signing the tender or other documents in connection with the tender must certify whether he signs as:

- ◆ A "Sole Proprietor" of the firm or constituted attorney of such sole proprietor
- ◆ A partner of the firm if it is a partnership must have authority to refer to arbitration, disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney. In the alternative, the tender should be signed by all the Partners.
- ◆ Director if it is a One Person Company.
- ◆ Constituted attorney of the firm, if it is a Company.
- ◆ Authorized signatory of the firm.

12. Financial quotes should be filled in prescribed format (as per Chapter – 6 to subject tender document) duly signed and stamped and prices be clearly written/ typed both in words and figures without any overwriting. Corrections & overwriting, if any, should be counter signed by the tenderer. If there exists any doubt with respect to the price mentioned the price mentioned in words will be taken as the final quote.

13. Tech bids are to be filled as per prescribed format (as per chapter- 5 to tender document), it should be duly signed and stamped and the technicalities clearly mentioned without ambiguity. Utmost care to be taken not to state the Financial quotes in Tech bid documents, if it is found that the financial quotes are stated in Tech bids the complete bid from such parties/vendors are liable to be rejected.

14. Tenderers are advised to study the tender document carefully. Submission of tender shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.

15. Conditional bids would not be accepted, and are liable to be rejected.

16. In the event of default in performance of services, AAAL reserves the right to cancel the contract order entered into, and also will initiate claims against damages from the successful tenderer, and also AAAL reserves the right to award the contract to another vendor at the cost and risk of the successful tenderer.

17. The firm should be mandatorily registered with GSTN and should hold GSTN number for invoicing.

18. The tender is for SUPPLY OF TENDER FOR SUPPLY OF HHMD FOR SECURITY DEPARTMENT from reputed SUPPLIERS/RE-SUPPLIERS/MANUFACTURERS OF REQUISITIONED MATERIAL holding mandatorily registered with GSTN and should hold GSTN number for invoicing. For any queries, Bidders are to contact AAAL, Materials Management Department in person between 9:30hrs to 16:30Hrs or through telecommunication on above mentioned contact No. 011-25674244.

19. The Supplies to be rendered is to be as per requirements mentioned in Chapter 4 to subject tender document.

20. The cancellation of tender solely rest with AAAL, and tender can be scrapped before offering of Service order/LOI/Contractual Agreement to L1 vendor or at any time as deemed to be fit by AAAL before service order/contractual agreement is handed over to vendor without any prior notice and the same will be notified at a later stage after decision is implemented.

21. The bid opening date will be extended to new date if required number of minimum participants doesn't respond to the published bid or as deemed to be fit by the tender convening authority or AAAL Competent authority, as per material rules & regulations of AAAL. The extended date of bid opening will be notified to the bid participants.

22. L1 Vendor is to transfer price advantage on service being provided to AAAL arising due to any reduction in applicable taxes for services being rendered.

23. All pages of the tender document to be signed by vendor, signing the financial quotes and thus signed tender document along with financial quotes to be submitted while submitting the Bids as per format mentioned in Clause No 05, Chapter 02.

24. The Scope of supplies that are to be delivered should be as per details mentioned in tender document that is being circulated and against which the bids are to be furnished.

25. On tender opening date vendors/representatives of vendors who have submitted bids against subject tender are welcome to witness the event. **The participant should hold valid authorization letter/valid Identity card issued by the company.**

26 If a firm quotes NIL charge/consideration in the bid submitted against subject tender enquiry, the bid shall be treated as unresponsive and will not be considered.

27. All quotations to be submitted only in INR.

28. Conditional discounts, if any shall not be given any consideration for L1 Purpose

29. Tenders should be duly signed and stamped on every page by an authorized signatory of the tenderer.

30. The price quoted should be clearly typed /written in figures and words, free from corrections or overwriting. Corrections, if any, must be authenticated by the full signature of the person who has signed the quotation. If there exists any variation in figures and words, **amount mentioned in words will be considered as final.**

31. GROUNDS FOR REJECTION OF BIDS

The bids are liable to be rejected forthwith i.e, without being evaluated, on the following grounds:

31.1 If the tender has been received after the closing date/time of the tender.

31.2 if only the technical bid has been received and the commercial bid has not been received, and vice versa.

31.3 If the tender has been received by email, open condition, or fax instead of in separate sealed/closed covers.

31.4 If the tender has not been signed by the authorized signatory of the tenderer

31.5 If the technical bid has been received without bid security declaration (Refer Chap 7 As per tender document).

- 31.6 In case the price bid and the tech bid are enclosed in the same envelope instead of two different envelopes in separately sealed/closed state, the tender will be liable to be rejected.
- 31.7 In case if it is found that tech bid contains indications of price bid, then in such case subject bids will be rejected.
32. Price bids of only those tenderers, who are found suitable based on evaluation of their technical bids, would be opened, and accordingly such tenderers would be intimated in advance of the date of opening of the price bids by E-MAIL and, or by telephone.
33. **INSURANCE** – All consignments required to be handled by the successful tenderer must be covered by insurance against loss, theft, arson, accidental loss etc. (comprehensive coverage) and the cost component mentioned in tender document should include the insurance cost also.
34. **FORCE MAJUERE CLAUSE:**
- (a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods/services under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
- b. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
- c. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case, not later than 10 (Ten) days from the moment of their beginning.
- d. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
- e. If the impossibility of complete or partial performance of an obligation lasts for more than 2 (two) months, either party here to reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods/services received.

CHAPTER -3

CONDITIONS OF CONTRACT

1. **CONTRACT BEGINNING:** The contract start date will be from the date of furnishing Purchase Order Post LOI to L1 Vendor.
2. **CONTRACT CLOSURE:** The contract End date will be 60th day POST SUCCESSFUL COMPLETION OF SUPPLY OF TENDERED MATERIAL (TENDER FOR SUPPLY OF HHMD FOR SECURITY DEPARTMENT) as per quantity mentioned in subject tender. If supplies are not affected as per schedule of requirement, **Liquidated damages will be charged at the rate 0.5% of the value of contract per day and not exceeding an amount of Rs. 1,00,000/- (Rupees One Lac only)**. Exception to this clause is when clause no 34 to Chapter 2 is executed.
3. **BID OFFER VALIDITY CLAUSE:** The Bid offer price should be valid for 120 days from the date of opening the financial bids. Further to it the price quoted in financial bid without GST should remain the same till the supply of complete quantity/delivery of contractually agreed supplies in totality as per contract agreement between AAAL and L1 party/negotiated L1 party till it is delivered/rendered at premises as stated by AAAL in contract agreement. No enhancement of rates will be allowed and the supplies/services are to be effected on L1 rates throughout the contracted period or during extension period of contract. Payment from AAAL will only be made against L1 rates plus applicable taxes.
4. **EMD DEPOSIT:** Instead of EMD a filled in **BID SECURITY DECLARATION FORM** to be submitted by all vendors responding to subject tender enquiry mandatorily along with Tech bid as per **Annexure C to subject Tender Document**. Non submission of subject filled in **BID SECURITY DECLARATION FORM** will result in outright rejection of bids that is being submitted without filled in **Bid Security Declaration Form**.
5. **EMD FORFEITURE:** Penal measures as stated in **BID SECURITY DECLARATION FORM** as per **Annexure C** to subject tender document will be applicable.
6. **SECURITY DEPOSIT:** Successful bidders are required to deposit a Security deposit to the tune of 3% of the value of the contract as specified in bid documents. Security Deposit is to be furnished in the form of a Demand Draft drawn in favor of **ALLIANCE AIR AVIATION LIMITED** Payable at NEW DELHI. The security deposit is to be submitted by the L1 vendor on placing and accepting of LOI. The Security deposit is to be submitted within 05 working days from the date of LOI release.
7. **SECURITY DEPOSIT REFUND:** Security Deposit will be valid/returned after a period of Ninety **days** beyond the completion of all contractual obligation of the supplier. Security deposit thus deposited will be returned back without interest and no claim of interest on the security deposit amount will be entertained.
8. **EMD REFUND:** Procedure will be followed as per **Annexure C to subject Tender document**.
9. **CONTRACT DISHONOUR CLAUSE:** Non supply of materials/services /abandoning of contract will cause forfeiting of security deposit from the deviating supplier/service provider

and orders of such deviating suppliers/service providers will be routed to L2 vendor or subsequent participants of subject tender, if thus approached subject participant/vendor shows his readiness to supply goods/deliver required services at the L1 Vendor rates, or otherwise the tender will be scrapped and new tender will be floated for subject material/services.

10. **CAPACITY CHECK OF BIDDERS FOR QUALITY SERVICE DELIVERY:** To execute the capacity check of bidders for quality service delivery, the committee formed for execution of subject tender is free to requisition any documents/ execute premise visit as deemed to be fit by the committee. All participants responding to subject tender has to mandatorily cooperate in subject activity.

11. **NATURE OF SUPPLIES/SERVICES:** The supplies/services by contracted L1 vendor in tendering process are to be effected as per Work scope mentioned in Chapter 04 to subject Tender and as per specifications/details of supplies requisitioned as per contract mentioned in Chapter 04 to subject Tender. Also all clauses as per subject tender document is applicable for execution of subject contract. No deviations are accepted. If there emanates any deviation, credible documentary evidence should be furnished for waiver. The approval of waiver will be the sole discretion of **Competent Authority of AAAL. If no credible evidence is submitted, then penalty as deemed to be fit by AAAL authorities to make good the loss caused due to deviation will be imposed /executed.**

12. **NATURE OF QUOTED RATES:** The rates quoted by bidders are to be inclusive of all charges or any other charges that affect the delivery of goods/materials requisitioned. No hidden charges will be entertained post finalization /during finalization of contract at any cost. **The quoted rate shall be valid for 90 days mandatorily if any deviation then it is the prerogative of AAAL authorities to cancel such bid during technical evaluation.**

13. **DELIVERY ADDRESS:** The requisitioned supplies as mentioned in tender and contracted as per agreement post finalization of financial bids, by L1Vendor have to be delivered at the following address.

**Material Management Department
Alliance Air, Alliance Bhawan
IGI Airport, Terminal -1
New Delhi – 110037**

14. **INVOICING ADDRESS:** The address for invoice generation by L1 Vendor is hereby appended below.

**Alliance Air Aviation limited
Alliance Air, Alliance Bhawan
IGI Airport, Terminal-1
New Delhi – 110037
AAAL GSTN No is 07AAACA1517B1ZI**

15. **PAYMENT TERMS:** Payment against supplies delivered will be effected **after 45 days credit from the date of submission of invoice** provided the supplies are as per specification/contractual agreement and quality mentioned in tender document/contractual agreement.

17. **ERROR/DEFECT DEFINITION CLAUSE:** The definition of erroneous supplies /defective material/Poor delivery of supplies is if the material that is being supplied/delivered by Successful/negotiated/contracted vendor is deviating from the specifications/stipulations or clauses mentioned in the tender document. Violation of Govt of India Rules and regulations while execution of contractual agreement by L1 Vendor/Negotiated L1 Vendor will also be considered as ERROR/DEFECT/SUBSTANDARD delivery of supplies from the contracted party. Upon encountering such cases immediate Penal procedures as deemed to be fit by AAAL Authorities will be executed without furnishing any notice period provided such defect has occurred within the contractual period/time frame. The penal imposition will be restricted to the value of loss incurred. The value of LOSS incurred will be assessed calculated and implemented by AAAL Finance Department.

18. **REJECTION CLAUSE:** The erroneous/defective materials supplied, will be rejected and has to be replaced/redone by L1Vendor/negotiated L1 vendor at no extra cost and within 5 working days from the date of reporting of error/rejection in supplies by AAAL, MMD to L1Vendor, if the erroneous supplies are not made good within said time limits AAAL holds the right to forfeit equivalent amount of Security deposit from L1 Vendor. Also the Competent Authorities at Alliance Air can unilaterally take decision in halting/scraping of the contract if at any time it is felt that Quality and Quantity of the supplies are compromised. Any of the mentioned actions or combined action along with penal actions can be initiated and imposed as deemed to be fit by AAAL Authorities.

19. **OPTION CLAUSE:** To take care of change in the requirement during contract period, a plus/minus option clause of 25 % (Twenty-Five percent) is hereby included in subject tender document, Alliance Air reserves the right to increase or decrease the materials/quantum of services that is being contracted through subject tender up to the mentioned limit of 25 % (Twenty-Five percent) without any change in terms and conditions and prices quoted by the bidders. Extension of contract beyond contractual period will be on mutual consent basis, provided if vendor accepts readiness to supply of materials without revision in rates mentioned in contractual agreement and is ready to follow/adhere all terms and conditions as per tender document. Proposal for Extension of contract is solely the prerogative of Alliance Air Aviation Ltd.

20. **Resolution of Disputes and Arbitration Clause:**

20.1 Any dispute arising between the service provider and AAAL (Party/Parties), in respect of the construction, interpretation, application, meaning, scope, operation or effect of the contract or the validity or breach thereof (the "Dispute"), shall first

be settled by mutual consultation between the authorized representatives of the parties. If the dispute remains unresolved after a period of 30(Thirty) days from the date when mutual consultation has, the same shall be settled and finally resolved by arbitration.

20.2 Any dispute or differences, whatsoever arising between the parties out of or relating to the construction, interpretation, application, meaning, scope, operation or effect of the service contract or validity or the breach thereof, shall be referred to "SCOPE FORUM OF CONCILIATION AND ARBITRATION- GOVT OF INDIA" and the award made in pursuance thereof shall be binding on the parties to the arbitration.

20.3 Each party shall bear their own cost with respect to such arbitration.

20.4 Any Dispute whatsoever arising out of this contract shall be subject to the exclusive jurisdiction of the courts of New Delhi Only.

21. **Legal status:** The relationship of the parties shall be that of independent contractors. Nothing in this contract shall be construed to create a joint venture, agency or partnership or similar relationship between the parties, or to authorize a party to act as an agent or representative for the other party. No Party shall have express or implied authority to bind or represent the other party for any purpose whatsoever unless expressly agreed in writing by the other party.

22. **Severability:** If any clause, section or provision of this contract is found to be invalid, illegal or unenforceable, by the provisions of the applicable law, such invalidity, illegality or unenforceability shall not render the remaining clauses, sections or provisions hereof invalid, illegal or unenforceable. In such a case, the parties shall amend this contract as appropriate, seeking to achieve the minimum extent necessary to make this contract, legal valid and enforceable.

CHAPTER -4
WORK SCOPE OF TENDER

Tender for Supply of **HHMD (Hand Held Metal Detector)** for Security Department as per below given details:

- Part-1

S No.	Type of Item	Specification
1	Hand Held Metal Detector (HHMD)	<ol style="list-style-type: none"> 1. Technology - Pulse Technology 2. Maximum Weight (grams) - 250 gram (Around) 3. Detection - Ferrous, Non-Ferrous & Alloys 4. Detector should have audible and visual alarm to indicate the detection of metal. 5. Detects Pin from a minimum distance of (mm): - 25 millimeter. 6. The HHMD should be constructed to work on commonly available disposable or rechargeable batteries. Quick and simple battery change should be without using tools. The unit should have independent portable battery if the HHMD uses rechargeable batteries. 7. The unit should be able to satisfactory function in temperature range from 0.C to 45 C. 8. The HHMD shall be manufactured by ISO 9000 certified firms. 9. HHMD should be able to detect metal without being in direct contact with the objects.

CHAPTER -5
TECHNICAL BID FORMAT

SUBJECT TECH BID FORMAT TO BE SUBMITTED ON VENDORS LETTER HEAD

Sl no	Description	AAAL CONDITIONS	VENDOR RESPONSE	DOCUMENT PROOF
1	Tenderer should have its own offices at Delhi/NCR. Address proof to be submitted.	MUST	YES/NO	To submit document proof
2	Tenderer should confirm compliance to the stated work scope at Chapter 4 to subject tender document in entirety and confirm that the commercial bid submitted is as per commercial bid format furnished in Chap 06 To subject tender document.	MUST	YES/NO	To confirm
3	Tenderer should enclose Bid security declaration as a part of the technical bid in the format mentioned in chapter 07 to subject tender document	MUST	YES/NO	To submit document proof
4	Tenderer agrees to pay non-interest-bearing security deposit as mentioned in tender document or equivalent Bank guarantee as security deposit, for the period of contract.	MUST	YES/NO	To confirm
5	Tenderer agrees that the payment against invoice will be made on 45-day credit term basis.	MUST	YES/NO	To confirm
6	PAN and GST number	MUST	YES/NO	To submit document proof

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Dated-18.03.2024

CHAPTER -6
COMMERCIAL BID FORMAT

COMMERCIAL BID TO BE SUBMITTED ON VENDOR'S LETTER HEAD

SL NO	DESCRIPTION	QTY	UNIT RATE (EXCL OF GST)	TOTAL AMOUNT EXCL OF GST
1	HHMD	61		
Total				

ANNEXURE – C

SUPPLY OF UNIFORM FOR SECURITY PERSONNEL

BID SECURITY DECLARATION FORM

(To be submitted on the Bidder's Letterhead)

Date: _____

Tender Reference _____

To

Alliance Air Aviation Limited,

I/We, the undersigned declare that:

I/We, understand that according to your conditions, Bids must be supported by this Bid Security Declaration.

I/We, accept that I/We may be disqualified from bidding for any contract with you for a period of one (01) year from the date of such notification/ intimation to us in the event I/ We are found to be in breach of the terms, conditions and obligations of this Tender due to any of the following reasons:

- a) If I/We have withdrawn/ modified/ amended our Bids, or have impaired or derogated from the Tender conditions or our submitted Bids during the Bid validity period; or
- b) If I/ We have been notified about the acceptance of our Bid and have been awarded the letter of intent for execution of the Contract pursuant to the bidding process during the Bid validity period and I/ We either
 - (i) fail to accept the letter intent or execute the Contract and/ or
 - (ii) fail to furnish the requisite Security Deposit? Performance security in accordance with the instructions given to the Bidders.

I/ We understand that the Bid Security Declaration shall cease to remain valid in case I/ We are not the Successful Bidder, upon earlier of (i) the receipt of your notification regarding the name of the Successful Bidder; or (ii) thirty days of the expiration of validity of my/ our Bid.

Signed:

[Insert name and capacity of the person authorized to sign]

Duly authorized to sign on behalf of the [insert complete name of

the Bidder Date on this (*) day of (*) month, 2023

Corporate seal of the bidder