

TENDER DOCUMENT
FOR
COMPREHENSIVE MAINTENANCE CONTRACT OF CCTV CAMERAS AND SURVEILLANCE SYSTEM

TENDER REFERENCE	PUR/332/ITG/RM/AMC/2019-20
CONTACT DETAILS	Director [Attn : Stores & Purchase Officer] CSIR-Central Mechanical Engineering Research Institute Mahatma Gnadhi Avenue, Durgapur 713 209 West Bengal e-mail : pur@cmeri.res.in

CRITICAL DATE SHEET	DATE	TIME
Bid Published Date	25 September 2019	3.00 pm
Bid Document Download / Sale Start Date	25 September 2019	3.00 pm
Bid Submission Start Date	25 September 2019	3.30 pm
Bid Submission End date	11 October 2019	3.00 pm
Last Date and Time for Submission of original DD against EMD	11 October 2019	3.00 pm
Bid opening date	14 October 2019	3.30 pm

BIDDERS SEEKING PREFERENCE UNDER ANY POLICY/SCHEME OF THE GOVERNMENT OF INDIA LIKE PUBLIC PROCUREMENT POLICY FOR MSEs, MAKE IN INDIA ETC. MUST ENCLOSE ALL RELEVANT DOCUMENTS AND CERTIFICATES AT THE TIME OF SUBMISSION OF BIDS. BIDDER WILL NOT BE ALLOWED TO SUBMIT SUCH CERTIFICATES, DOCUMENTS AT LATER STAGES OF THE BIDDING PROCESS.

TENTATIVE TIME SCHEDULE OF PROCUREMENT PLANNING

Sl.No	Stage	Tentative Time Frame
1.	Date of Bid Opening	XX
2.	Date of Completion of Technical Bid Evaluation	XX + 40
3.	Date of communication of Rejection of Bids	XX + 55
4.	Date of Receipt of context, if any, from Bidders	XX + 60
5.	Opening of Financial Bid	XX + 70
6.	Notification of Award	XX + 90

SECTION -1

NOTICE INVITING TENDER

1. Director, CSIR-Central Mechanical Engineering Research Institute, Mahatma Gandhi Avenue, Durgapur 713209, West Bengal, invites e-tenders from eligible Service Providers for the following job/service.

Sl. No.	Tender Ref.	Description of Goods and Services	Quantity	Single/Two Bid	Bid Security/ EMD
1	PUR/332/ITG/RM/AMC/2019-20	COMPREHENSIVE MAINTENANCE CONTRACT OF CCTV CAMERAS AND SURVEILLANCE SYSTEM	1 job	Two-Bid	Rupees 25,000/- [twenty five thousand]
Period of Maintenance Contract : 2 [TWO] years from the date of signing of contract.					

2. E-Bids are invited through the electronic tendering process and the Tender Document can be downloaded from the e-Tender portal of Government of India, <https://etenders.gov.in>. A copy of the Tender Document is also available on CSIR-CMERI website, www.cmeri.res.in. Please note that the submission of e-Bids will be only through the e-Tender portal <https://etenders.gov.in>. Bids will not be accepted in any other form. Further it may be noted that Bids which are duly submitted on e-Tender portal shall only be considered and Bids just saved without submission will not be available to the Evaluation Committee of CSIR-CMERI.
3. Any Bidder willing to take part in the process of e-tendering will have to get registered in the Central Public Procurement [CPP] portal, NIC, Government of India, by logging on to the portal <https://etenders.gov.in>. Bidders are requested to go through “Bidder Manual Kit”, “System Settings” & “FAQ” links available on the login page of the e-Tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email ids mentioned at the e-tender portal. Every Bidder will be required to obtain a Class-III Digital Signature [DSC] for submission of Bids.
4. EMD / Bid Security will be required to be paid offline by Demand Draft drawn in favour of **Director, CSIR-CMERI** payable at **Durgapur**. Alternatively, EMD can also be furnished in the shape of a Bank Guarantee issued by any Nationalised/Scheduled Bank of India. **Original EMD** to be sent to Director [Attn : Stores & Purchase Officer], CSIR-Central Mechanical Engineering Research Institute, Mahatma Gandhi Avenue, Durgapur – 713 209, West Bengal, before the date and time mentioned in CRITICAL DATE SHEET. Bids of those tenderers whose EMD is not received within the deadline for receipt of Bids will be summarily rejected. Any postal delay in this respect will not be entertained.
5. **As per Govt. of India procurement policies,**
- The Purchaser intends to give purchase preference to Local Suppliers* in case the cost of procurement is up to Rs. 50.00 lakhs.**
 - The eligibility of the Supplier is restricted to Indian Suppliers.**
 - The procuring entity intends to give purchase preference to products/Goods manufactured by Micro, Small and Medium enterprises.**

**"Local Supplier" means a Supplier or service provider whose product or service offered for procurement meets the minimum local content of 50% as prescribed in DIPP Order No.P-45021/2/2017-PP (BE-II) dated 28th May, 2018 or by the competent Ministries/Departments in pursuance of this order.*

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

6. The Director, CSIR-CMERI, Durgapur, reserves the right to accept any or all tenders either in part or in full or to split the order without assigning any reasons there for.
7. CSIR-CMERI reserves the right to terminate the maintenance contract at any time after giving due notice without assigning any reason. The contractor [service provider] will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the contractor for maintenance services already performed in terms of the contract, these would be paid to him as per contract terms.

STORES AND PURCHASE OFFICER

SECTION - 2

TERMS AND CONDITIONS

The Bidder is expected to examine all instructions, forms, terms, and specifications set forth in this Tender Document. Failure to furnish all information required in the Tender Document or submission of a bid not substantially responsive to the Tender Document, in every respect, will be at the Bidder's risk and may result in rejection of its bid.

In these Terms and Conditions, the following words and expressions shall have the meaning as have been respectively assigned to them:

Bidder shall mean the entity submitting an offer in response to this Tender Document.

CSIR-CMERI / Purchaser / Institute shall mean CSIR-Central Mechanical Engineering Research Institute, [a constituent unit of the Council of Scientific & Industrial Research] having its office at MG Avenue, Durgapur – 713 209 [West Bengal], India.

Service Provider / Vendor / Contractor shall mean the entity whose bid has been accepted by the Purchaser and a formal Work Order/ Maintenance contract has been placed on them.

1. SUBMISSION OF BIDS

1.1. The e-Bid is to be submitted at the e-tendering portal in **TWO COVERS**. One cover will be the **Un-Priced Technical Bid** [**termed as FEE/PREQUAL/TECHNICAL cover type in the portal**] and the other shall be the **Priced Bid** [**termed as the FINANCE cover type in the portal**] Both the Un-Priced Techno-Commercial Bid and the Priced Bid shall be submitted at the e-portal in separate packets as described above.

1.2. The **Un-Priced Technical Bid** prepared by the Bidder shall include:

Sl. No.	Document Required	Document type
1	Scanned Copy of Demand Draft / Bank Guarantee furnished as EMD or Document evidencing that Bidder is exempted from payment of EMD.	.pdf
2	Scanned Bidder's Information Form, Bid Form and Declaration regarding Code of Integrity in Public Procurement duly signed by Bidder with official seal.	.pdf
3	Scanned Un-priced Quotation with Copy of Bidder's Certificate of Incorporation, Certificate of Registration, GST Registration, PAN etc.	.pdf
4	PO/contract showing Bidder's experience in handling similar maintenance contract of Rs. 3.00 Lakhs or more in a single order in Government/PSU/Autonomous organisations or CSIR laboratories during last 3 years ending 31 March 2019.	.pdf

All the above scanned documents must be e-signed prior to being uploaded and saved in the system

1.3. The **Priced Bid** prepared by the Bidder shall include the following documents:

Sl. No.	Document Required	Document type
1	Price Schedule Form duly filled-in and signed by Bidder	.xls

1.4. The bidders shall digitally sign and encrypt their bid and upload the bid on –line at the e-Tendering portal.

1.5. If the envelope is not digitally signed & encrypted, the Purchaser shall not accept such open Bids for evaluation purpose and shall be treated as non-responsive and rejected.

1.6. Purchaser shall receive the bids online through CPP e-portal only. The e-Tender portal shall automatically stop accepting bids at the scheduled date and time specified in the Tender Document. Partially submitted bids shall be treated as invalid and shall not be processed. Bidders are advised to upload and submit their bids timely in view of the electronic process so as to avoid list minute issues.

1.7. Purchaser may, at its discretion extend the deadline for submission of the e-Bids by amending the Tender Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

- 1.8. Bidders must note that the e-tender portal shall not permit uploading of bids after the scheduled time of submission.
- 1.9. The bidder may correct or modify his digitally signed bid after submission prior to the deadline for submission of bids, through provisions of e-tendering portal.

2. BID SECURITY [BS] / EARNEST MONEY DEPOSIT [EMD]

- 2.1. The Bidder shall furnish, as part of its bid, a Bid Security (BS) / Earnest Money Deposit [EMD] for an amount as specified in the **NIT**.
- 2.2. The Bid Security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture.
- 2.3. The Bid Security shall be in Indian Rupees and shall be in one of the following forms at the Bidder's option:
 - I. A Bank Guarantee [BG] issued by a Nationalized/Scheduled bank in the form provided in the Bidding Documents and valid for 45 days beyond the validity of the bid; or
 - II. Fixed Deposit Receipt pledged in favour of the Purchaser; or
 - III. A Banker's cheque or Demand Draft in favour of the Purchaser issued by any Nationalized/Scheduled Indian bank.
- 2.4. The Bid Security shall be payable promptly upon written demand by the Purchaser in case the conditions listed at Clause 2.7 are invoked. The Bid Security should be submitted in its original form. Copies shall not be accepted. The Bid Security of unsuccessful Bidder will be discharged /returned as promptly as possible positively within a period of 30 days after the expiration of the period of bid validity or placement of order whichever is later, without any interest.
- 2.5. The successful Bidder's Bid Security will be discharged upon the Bidder furnishing the Performance Security, without any interest. Alternatively, the BS could also be adjusted against PS, if it is paid through DD/BC.
- 2.6. The firms registered with DGS&D, NSIC, Govt. Public Undertakings, Central Autonomous Bodies and with the CSIR Laboratories /Institutes, if any, are exempted from payment of BS provided such registration includes the services they are offering and not for selling products manufactured by other companies. Further, all entities who are entitled for EMD exemption under Rule 170(i) of GFR 2017, shall also be exempted from payment of EMD. MSE's registered under the MSME Act are exempted from Bid Security provided the services are rendered by them and not for any trading activities undertaken by them.

2.7. The Bid Security may be forfeited

- i. If a Bidder withdraws or amends or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- ii. In case of a successful Bidder, if the Bidder fails to furnish Order Acknowledgement within 15 days of the order or fails to sign the contract and/or fails to furnish Performance Security within 21 days from the date of contract/ order.

3. PRICES

- 3.1. Bidders are requested to note that they should necessarily submit their financial bids in the MS-EXEL format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the unprotected cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected. It may be noted that only duly submitted bids shall be evaluated and bids just saved but not submitted shall not be part of the evaluation process.
- 3.2. CSIR-CMERI shall not consider any changes on any account after the opening of Bid and hence the prices offered shall remain firm during the validity of the Bid and shall not be subject to variation on any account.
- 3.3. The Bidder shall quote as per Price Schedule Format [MS-EXEL] given in this Tender Document. However, the Prices should be quoted only in the BOQ file to be downloaded from the e-tendering portal.
- 3.4. ***The Bidder shall quote the price for 2 years Maintenance Contract as a single job.***

4. NATURE OF MAINTENANCE CONTRACT

4.1. The Maintenance Contract shall be comprehensive and on-site in nature. The service location shall be CSIR-Central Mechanical Engineering Research Institute [office and residential colony].

5. PERIOD OF CONTRACT

5.1. The Maintenance Contract shall be for a period of two [2] years and shall be subject to periodic assessment with regard to performance of the vendor.

5.2. In case the services of the vendor are determined to be unsatisfactory during the period of contract, Director, CSIR-CMERI shall be at liberty to cancel the Maintenance Contract and encash the Performance Security furnished by the vendor.

6. VALIDITY OF BID

6.1. The offer should be valid for at least 90 days from the date of opening of the Technical Bid.

7. EVALUATION OF BIDS

7.1. The Technical Bids shall be opened first and will be scrutinized to see whether the bids / tenders meet the Pre-Qualification Criteria as incorporated in the Tender Document. The bids/tenders, which do not meet Pre-Qualification Criteria, are to be treated as unresponsive and ignored. Incomplete/Conditional Bids shall be summarily rejected.

7.2. During the course of evaluation, CSIR-CMERI may, at its discretion ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

7.3. The Price Bids of the parties, who meet the Pre-Qualification Criteria, shall be evaluated on the basis of total price quoted by them and indicated as such in the Price Schedule Form [BOQ file].

7.4. The Maintenance Contract shall be awarded to the lowest evaluated responsive Bidder. A Performance Security of 10% of the Maintenance Contract price shall have to be furnished by the successful Bidder in the form of a Demand Draft / Bank Guarantee in the prescribed format.

7.5. The proceeds of the Performance Security shall compensate CSIR-CMERI for any loss / damages owing to non-fulfilment of contractual obligations on part of the Service Provider.

7.6. The Performance Security shall be returned to the successful Bidder without any interest after satisfactory completion of the contractual obligations. In case of pre-mature termination (cancellation of the contract, due to unsatisfactory performance by the party) CSIR-CMERI shall encash the said Performance Security. [Note: In case a Bank Guarantee is furnished, it should be valid till validity of the contract period + 60 days]. The Performance Security in the prescribed format has to be furnished within 21 days of issue of Work Order / contract failing which the contract/ Work Order shall be deemed to be cancelled.

8. SETTLEMENT OF DISPUTES AND ARBITRATION

8.1. CSIR-CMERI and the Vendor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Maintenance Contract. If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Vendor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Services under the Contract.

8.2. Disputes or differences shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director General, Council of Scientific & Industrial Research and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

8.3. The venue of the arbitration shall be the place from where the Work Order or Maintenance Contract is issued / executed.

9. APPLICABLE LAW

9.1. The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to a court of competent jurisdiction in Durgapur, West Bengal, India.

10. OTHER TERMS AND CONDITIONS

10.1. Other Details pertaining to the Contract are laid down in the attached Document.

11. Wherever deemed necessary, Bidder shall be at liberty to question the Bidding Document, Bidding process and rejection of its Bid.

12. Prices charged by the contractor [service provider] shall not exceed the prevailing rates charged by him from others for similar services. While claiming payment, the contractor is also to give such a certificate in his bill.

Yours faithfully,

Bodhisattwa Dhar

Stores & Purchase Officer

Note : Other Detailed Conditions of the Contract have been uploaded separately with the tender documents published on www.etenders.gov.in .

Code of Integrity

1.

The Bidders/Suppliers should sign a declaration about abiding by the Code of Integrity for Public Procurement in bid documents. In case of any transgression of this code, the Bidder is not only liable to be removed from the list of registered Suppliers, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.

2.

Code of integrity for Public Procurement: The Purchaser as well as Bidders, Suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

- i) "corrupt practice": making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii) "Fraudulent practice": any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- iii) "anti-competitive practice": any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more Bidders, with or without the knowledge of the Purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- iv) "coercive practice": harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v) "conflict of interest": participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of Purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) Bidder from the Purchaser with an intent to gain unfair advantage in the procurement process or for personal gain; and
- vi) "Obstructive practice": materially impede the Purchaser's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Purchaser's Entity's rights of audit or access to information;

3.

Obligations for Proactive disclosures

- i) The Purchaser as well as Bidders, Suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to sue-moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and
- ii) The Bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity;
- iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the Bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the Purchaser.

4.

Punitive Provisions

Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or contract, if the Purchaser comes to a conclusion that a (prospective) Bidder/Supplier, directly or through an agent, has violated this code

of integrity in competing for the contract or in executing a contract, the Purchaser may take appropriate measures including one or more of the following:

- i) If his bids are under consideration in any procurement:
 - a) Forfeiture or encashment of Bid Security;
 - b) Calling off of any pre-contract negotiations; and
 - c) Rejection and exclusion of the Bidder from the procurement process.

- ii) If a contract has already been awarded
 - a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the Purchaser;
 - b) Forfeiture or encashment of any other security or bond relating to the procurement;
 - c) Recovery of payments including advance payments, if any, made by the Purchaser along with interest thereon at the prevailing rate.

- iii) Provisions in addition to above:
 - a) Removal from the list of registered Suppliers and banning/debarment of the Bidder from participation in future procurements of the Purchaser for a period not less than one year;
 - b) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
 - c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

BIDDER'S INFORMATION FORM

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted. This should be done of the letter head of the firm]

Date: [insert date (as day, month and year) of Bid Submission] Tender No.: [insert number from Tender Document]

Page 1 of _ _____ pages

1. Bidder's Legal Name [insert Bidder's legal name]
2. In case of JV, legal name of each party: [insert legal name of each party in JV]
3. Bidder's actual or intended Country of Registration: [insert actual or intended Country of Registration]
4. Bidder's Year of Registration: [insert Bidder's year of registration]
5. Bidder's Legal Address in Country of Registration: [insert Bidder's legal address in country of registration]
6. Bidder's Authorized Representative Information Name: [insert Authorized Representative's name] Address: [insert Authorized Representative's Address] Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers] Email Address: [insert Authorized Representative's email address]
7. Attached are copies of original documents of: [check the box(es) of the attached original documents] Articles of Incorporation or Registration of firm named in 1, above.

Signature of Bidder _____ Name _____

Business Address

BID FORM

(to be submitted on the official Letterhead of the Bidder)

Tender Reference _____

The Director,
CSIR-Central Mechanical Engineering Research Institute
Mahatma Gandhi Avenue, Durgapur – 713 209, West Bengal

Sir,

Having examined the Tender Document, the receipt of which is hereby duly acknowledged. I/We agree to provide the required maintenance services in conformity with the terms and conditions and other requirements detailed in the said Tender Document at the prices given in the Price Bid on receipt of order for the same.

I/We agree to hold this offer open until _____. I/ We hereby declare that the information furnished in my/our bid is correct to the best of my/ our knowledge and belief.

I/We agree to submit the Performance Security as applicable and specified in the Tender Document for the due performance of the contract, if our e-Bid is accepted.

I/we understand that you are not bound to accept the lowest or any bid you may receipt

Signature of Bidder
With office stamp
Name & Address

Telephone No.:

Fax No.:

E-mail ID:

Name & Designation of the Contract Person:

**FORMAT FOR DECLARATION BY THE BIDDER FOR CODE OF INTEGRITY & CONFLICT OF INTEREST
(ON THE LETTER HEAD OF THE BIDDER)**

Ref. No: _____

Date _____

To,

(Name & address of the Purchaser)

Sir,

With reference to your Tender No. _____ dated _____ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned in your Tender document and have no conflict of interest.

The details of any previous transgressions of the code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity are as under:

- a
- b
- c

We undertake that we shall be liable for any punitive action in case of transgression/ contravention of this code.

Thanking you,

Yours sincerely,

Signature
(Name of the Authorized Signatory)
Company Seal

BID SECURITY FORM

Whereas _____ (hereinafter called the tenderer") has submitted their offer dated _____ for the supply of _____ (hereinafter called the tender") against the Purchaser's tender enquiry No. _____.

KNOW ALL MEN by these presents that We _____ having our registered office at _____ are bound unto _____ (hereinafter called the "Purchaser") in the sum of ----- for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this _____ day of _____ 20_____.

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the Tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:
 - a. fails to furnish the Performance Security for the due Performance of the contract.
 - b. fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date. _____

(Signature of the authorized officer of the Bank)
Name and designation of the officer Seal,
Name & address of the Bank and address of the Branch