

**Tender Notice for Supply of Books
of Ayurveda / Modern Medicine / Technical books**

for the Library of

**BABA KHETANATH GOVT. AYURVEDIC
COLLEGE & HOSPITAL, PATIKARA,
NARNAUL (HR.)**

(Two Bid System)

July -2022

**AYUSH DEPARTMENT,
HARYANA**

Contact No. - 01744-220168



Tender No. SKAU/ Books/2022/02

Tender summary

Sr. No	Particulars	Remark
1.	Notice No.	02
2.	Sr. No of Tender	SKAU / Books/ 2022/02
3.	Description of Books	For Supplying Scientific / Technical/ Medical Books on Ayurveda, Modern Medicine and other systems of Health Sciences (Indian and Foreign).
4.	Earnest money deposit	Rupees is 80,000/- only
5.	Cost of tender document	Rupees is 4000 /- only
6.	Last date for Submission of bid document	Date 10/09/2022 Time 5:00 pm
7.	Opening date and time of the bid document	Date 12/09/2022 Time 11: 00 am
8.	Tentative date of work order	Within one month
9.	Date of providing Books	Within one month after supply order
10.	Contact No. for any type of information regarding the bid document	01744-225803, 04, 09 9466583787
11.	Account No. of the University IFSC Code Bank Name Branch	3287000100624483 PUNB0328700 Punjab National Bank Ratgal, Kurukshetra
12.	University website	www.skau.ac.in
13.	NIC website	https://etenders.hry.nic.in
14.	Total amount to be deposited for books	Bid document + EMD Rs.80000+ Rs 4000 = RS 84000/-
15.	Mode of Submission of bid	Online through https://etenders.hry.nic.in

NOTE : Hard copies of Tender document duly signed along with proof of EMD and cost of tender document are to be placed in the sealed envelopes for specimens, which are to be submitted before the last date on O/o Registrar, Shri Krishana AYUSH University, Kurukshetra after submission of online bids. Scanned copies of payment proof of EMD and cost of tender document should also be upload while submitting online E-Tender.

Signature of the bidder with seal and stamp

Instruction to the bidders for submitting Electronic Tendering System

These conditions will over-rule the conditions started in the tender document wherever applicable.

1.	The digital signatures of the authorized will be binding on the contractor/firm/individuals.
2.	Tender document can be download from the website https://etenders.hry.nic.in and University website www.skau.ac.in
3.	The bidders are strictly advised to follow the date and time as indicated in the online notice inviting tender. The date and time shall be binding on all bidders.
4.	The bidder shall quote the prices in online price bid format.
5.	If bidder fails to complete the online bid preparation and submission stage on the stipulated date and time, his/her bid will be considered as bid not submitted, and hence not appear during the tender opening stage.
6.	For further details if any please log in http://etenders.hry.nic.in



SHRI KRISHNA AYUSH UNIVERSITY KURUKSHETRA

(Established by the State Legislature Act-25 of 2017)

Umri Road, Sector-8, Kurukshetra, Haryana-136118

Website:- www.skau.ac.in, E-Mail ID – registrar@skau.ac.in

No. SKAU/ Books/2022/02

Dated:

NOTICE INVITING TENDER

Sub: Empanelment of Publishers/ Distributors/ Agencies/ Firms for procurement of Books on the subjects of Ayurvedic, Modern Medicine and other Scientific and Technical books related to Health Sciences for the Central Library of Baba Khetanath Govt. Ayurvedic College, Patikara, Narnaul (Hr)

E-Tenders are invited from reputed, experienced and financially Sound Publishers/ Distributors/ Agencies/ Firms for supplying Scientific / Technical/ Medical Books on Ayurveda, Modern Medicine and other systems of Health Sciences (Indian and Foreign).

1. The bidding firms should be presently in the business of providing Medical/Ayurvedic Books to the Libraries/ Institutions at least for the past three years and should have a minimum average turnover of Rs. 50.00 Lakhs perAnnum during the last three year.

2. Tender fee:

- a. Tender Document Fee @ Rs.4000/- (non-refundable) will be charged.
- b. Earnest Money @ Rs. 80,000/-
- c. Bidder has to submit E-Bid through E-Tendering at website <https://etenders.hry.nic.in> and University website www.skau.ac.in

3. Contract Period:

The contract will be valid for a period of One year from the date of award of contract, which may be extended by mutual consent subject to the termsand conditions attached at Annexure-I.

4. Submission of Tender Documents:

- (i) Tender are invited under Two Bid system by going through term & Condition of tender document.
- (ii) E-Tender document fee @ Rs 4000/-

- (iii) Ernest Money @ Rs 80,000/-
- (iv) Bidder has to submit E-Bid thorough E-Tender Website
<https://etenders.hry.nic.in/>
- (ii) The last time & date of receipt of the Tender documents including those received up to **5:00 PM on 10.09.2022.**
- (iii) Tenders received after the last date and time will not be accepted. Registrar, S.K.A.U will be not responsible for any delay etc.

5. Opening of Tenders and Evaluation:

- a.) Tender will be opened on the **12th September 2022** at **11:00 AM** in **“Shri Krishana AYUSH University, Kurukshetra”** in the presence of authorized representatives of bidders who may wish to be present.
 - b.) Tender not accompanied by Tender Fee of Rs. 4000/- will not be considered for evaluation and shall be rejected instantly.
 - c.) In the first stage only Technical Bid will be opened immediately after opening the E-Tender and evaluated. Tenders not accompanied by EMD will be summarily rejected and Technical Bid of such bidders will not be evaluated. Subsequently Financial Bids of only those bidders who qualify as Successful/Evaluated bidders on the basis of Technical bids shall be opened and considered for award of contract for supply of Books (Indian and Foreign) as per requirement of the Institute.
- 6. The competent authority of the University/ College reserves the right to accept or reject any/all tender(s) without assigning any reason, thereof.
 - 7. The Bidders should not have been blacklisted by any Government authority/Institute and should provide an undertaking in this regard.
 - 8. Bidders should ensure that all the pages of bid document are self-attested, properly numbered in continuous order and that an Index is provided to the bid document for quick reference to the requisite documents.
 - 9. Bidders are requested to read the terms and conditions as laid down in Bid Documents, before offering their bids.

The detailed Tender document is available on the Shri Krishna AYUSH University website: www.skau.ac.in and on <https://etenders.hry.nic.in/>

Prospective Bidders may visit the website.

Annexure-I

General Terms & Conditions

Baba Khetanath Govt. Ayurvedic College, Patikara, Narnaul is a newly established Ayurvedic college of Ayurveda in which 100 seats of BAMS course has been proposed.

SCOPE OF WORK

A state of the art and well stocked library is being set up to meet the academic needs of the students and faculty in respect of all subjects of Ayurveda and Modern Medicine. Library will also need books of general/topical interest relating to various subjects and books of eminent authors.

The University proposes to empanel interested Publishers/Distributors of Agencies/Firms etc., for supplying the **latest Library Editions** of Ayurveda /Modern Medical/Technical Books. Accordingly Bids are invited from interested Firms/Agencies fulfilling the eligibility criteria and other terms and conditions given below:

Tender Details for Purchase of Books in the Baba Khetanath Govt. Ayurvedic College, Patikara, Narnaul

1.	Price per tender set	:	Rs. 4000/- (Rupees one thousand) only
2.	Schedule to Tender No.	:	SKAU/Books/2022/02
3.	Last Time & Date of Receipt of Tender	:	5:00 PM on 10.09.2022
4.	Time & Date of Tender Opening	:	11:00 AM on 12.09.2022

5. Tender Validity:

Tender shall remain open for acceptance for a period of one year from the date of Tender Opening/extended date of opening (if any). Tenders offering shorter validity will be rejected.

6. Rate Contract Period:

One year from the date of issue of rate contract. The Contract may be further extended on the same terms, conditions and rates at the discretion of Director General (AYUSH), Chandigarh and with the consent of successful Bidders.

7. Purchaser:

**“Principal/Medical Superintendent,
Baba Khetanath Govt. Ayurvedic College,
Patikara, Narnaul-123001”**

8. Tenderers' Eligibility and Qualifications:

Eligibility Criteria for Bidders is as under:

- a) Should be registered with State/Central Government.
- b) Should be registered with GST/Service Tax Authority; if applicable.
- c) Preferably empanelled with various Govt. establishments/
Institutes/Libraries.
- d) Should have valid PAN/TIN Number.
- e) Should be a supplier of Ayurvedic and Modern Medical Books and
Published Material to various institutes at least for the past three
years.
- f) Should have an average annual turnover of 50.00 lakhs for the last
three years.
- g) The Bidders should not have been blacklisted/banned by
any Government organization or Institute.

9. Documents to be submitted:

The bidder shall submit following documents with Technical Bid:

- a) Copy of PAN Card in the name of Agency/ Publisher/ Firm.
- b) Latest and valid income tax clearance certificate (ITCC) / ITR of 03 years
(not older than one year as on tender opening date)
- c) Name and address of bankers with satisfactory bankers report
regarding tenders' Financial capability for doing business worth Rs.
50,00,000/- (Rupees Fifty lacs only) at a time.
- d) Copy of balance sheet along with audit report for the last three years
i.e. 2018-19, 2019-20 & 2020-21.
- e) Documents in support of at least three years' experience in supply of
Scientific/Technical/Medical/Ayurveda books (Indian and foreign) to

large libraries, Government of India / State Government libraries.
(Attach Certificates from three libraries served).

- f) Copy of the Tender document with each page signed by the bidder as token of acceptance of the terms and conditions laid down by the Institute.
- g) Name and Address of clients to whom the Modern Medical/Ayurveda Books have been supplied by the Tender during the last three years along with copy of their supply orders. Documents in support of successful completion /fulfillment of supply orders.

10. Earnest Money Deposit:

- a) Tender shall furnish along with their tender Earnest Money through E-Tendering website <https://etenders.hry.nic.in/> . Failure of any tender to furnish required earnest money deposit along with his tender will result into the rejection of his tender.
- b) Successful bidder will be required to enter into an agreement /contract within 15 days of offer made to them by the Authority. Failure to do so, will result in forfeiture of EMD and Cancellation of empanelment.
- c) Earnest money of the Successful bidders will be adjusted as deposit Tender Security Amount in the form of DD/TDR/Bank Guarantee with validity up to 30 days after expiry of contract period. The tender security is required to protect the purchaser against risk of tender's conduct which would warrant the security's forfeiture:
 - A. EMD of the Successful bidder will be forfeited in case the tenderer withdraws his tender or impairs or derogates from the tender in any respect during the period of tender validity as specified by the purchaser, or in the case a successful tender; fails to sign the contract, or fails to furnish performance security.
 - B. EMD in respect of unsuccessful tender(s) will be discharged /returned as promptly as possible after the expiry of the period of tender validity prescribed by the purchaser but not later than 30 days of the award of contract. No interest is payable on the EMD.

11. Details of Requirements:

Supply of Books published/ issued by the publishers (**as per list in Annexure– A**) given in the financial Bid) on order or on approval basis. Principal, Baba Khetanath Govt. Ayurvedic College, Patikara, Narnaul reserves

the right to vary the quantities of the books at any time.

12. Price Scheduled and Payment Terms:

- (A) Tender should quote rate of discount (in percentage) offered on publisher's price in Annexure-III. Registrar, SKAU does not bind herself to accept any bid (in term of % discount) if it is unreasonable and also reserves the right of rejecting all or any of the tenders without assigning any reason.
- (B) The current bank exchange rate (**TT selling rate**) on the date of ordering shall be used for conversion of foreign currencies supported by a certificate issued by a scheduled bank and countersigned by the supplier. All payments will be made in Indian rupees only through account payable cheque/Demand Draft/ Bank Transaction.
- (C) Net payable price will be the publisher's printed price or (in case of price in foreign currency equivalent price in INR) minus discount offered. Taxes if any payable should be clearly specified.
- (D) Bill/Invoice in triplicate in the name of **"Principal/Medical Superintendent Baba Khetanath Govt. Ayurvedic College, Patikara, Narnaul"** along with a pre-receipt with revenue stamp and signature of authorized signatory should be sent after supplying the materials. Full payment against supplies will be released only after the entire supply has been received in good condition to the entire satisfaction of purchaser.
- (E) Bill/Invoice should bear the certificate from the supplier to the effect that the books supplied are the latest edition(s) and that the prices have been charged correctly in accordance with the Print Rate/ latest publisher's catalogue/price lists or importer/distributors invoice. Copy of such Price lists/invoices/catalogues should be submitted along with the bills.

13. Terms of Delivery

Free of cost delivery at **Baba Khetanath Govt. Ayurvedic College, Patikara, Narnaul (HR).**

14. Delivery Period

- (A) The Ayurvedic, Modern Medical Books and other Technical Books etc. received on approval basis will be finalized within 30 days of the receipt in Baba Khetanath Govt. Ayurvedic College, Patikara, Narnaul.
- (B) Books against all supply orders (except standing orders) placed by

Principal, Baba Khetanath Govt. Ayurvedic College, Patikara, Narnaul will be supplied within 30 days of placement of supply order. In respect of Books to be imported from foreign publishers, the supply should be completed within 60 days of placement of supply order by Principal Baba Khetanath Govt. Ayurvedic College, Patikara, Narnaul

15. Performance Security (Security Deposit)

EMD of successful bidders will be retained as Performance Security (Security Deposit). The performance security will be discharged/returned on request after satisfactory completion of the supply order. No interest is payable on the security deposit.

16. Penalty Clause:

(A) For delay

If the supplier failed to supply books as per purchase order to them within the time period specified in the contract, the purchaser shall deduct from contract price a sum equivalent to 0.5 percent of the price of delayed items for each week of delay or part thereof until actual delivery; up to a maximum of 10% (ten percent). In case the delay is more than 24 weeks, the purchaser may consider termination of the contract.

(B) Termination for default

The purchaser may, without prejudice to any other remedy or breach of contract, by written notice of default sent to the supplier, terminate the contract in whole or part if the supplier fails to deliver any or all publications ordered to him within the time period specified in the contract, or if the supplier fails to perform other obligation(s) under the contract. In the event the purchaser (Principal Baba Khetanath Govt. Ayurvedic College, Patikara, Narnaul) terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate undelivered books and the supplier shall be liable to pay for any excess costs incurred for such publications. However, the supplier shall continue performance of the contract to the extent not terminated.

(C) Force Majeure

The supplier shall not be liable for (A) and (B) above, if its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure (meaning an unforeseen event beyond the control of the supplier and not involving the supplier's fault or negligence and

notforeseeable). Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, natural calamities, wars, fires, floods, epidemics, quarantine restrictions and freight embargoes. The supplier shall promptly notify the purchaser in writing of such conditions and the causes thereof.

17. Authority Placing the Supply Orders

On award of rate contract on the basis of this tender, the supply orders as and when required during the currency of the rate contract period shall be placed by the **Competent Authority** to the supplier. Principal, Baba Khetanath Govt. Ayurvedic College, Patikara, Narnaul reserves the right to place orders with more than one suppliers/bidders by splitting the requirement to obtain maximum discount and in the interest of institute.

18. Inspection

Books will be accepted only after the inspection at the Baba Khetanath Govt. Ayurvedic College, Patikara, Narnaul by the committee authorized by **“Principal, Baba Khetanath Govt. Ayurvedic College, Patikara, Narnaul”**.

19. Tenderers are required to comply with the above requirements and submit their Technical and Financial Bids completed in all respects along with documents mentioned in Para 9 by the due date and time in sealed cover superscripting “TENDER FOR SUPPLY OF BOOKS FOR LIBRARY”.

20. Rejection of Tenders:

The Registrar, SKAU reserves the right to accept or reject any/all tender(s) without assigning any reason, thereof;

The Technical Bids without Tender fee and Earnest Money Deposit (EMD) and annual turnover of less than 50 lakh will be rejected.

The tendering firms/publisher should not have been blacklisted by any Government Organization/Institute; and should provide an undertaking on a non-judicial stamp paper duly attested by a Notary. Tenders of Blacklisted/banned tenderer will not be considered.

21. Late Tenders

Any tender received by the purchaser after deadline for submission of tenders prescribed by the purchaser will neither be accepted and nor considered.

22. Modification and Withdrawal of Tenders:

Modifications or withdrawal of tenders will be permitted provided that a

written notice of the modifications or withdrawal is received by the purchaser prior to the deadline prescribed for submission of tenders.

- (A) The tenderers should submit modification or withdrawal notice in a sealed cover envelope, duly marked, in accordance with the provisions of tender notice. A Withdrawal notice may also be sent by email followed by a signed confirmation copy by post/ by hand so as to reach the office of **Registrar, Shri Krishan AYUSH University, Kurukshetra** not later than the deadline for submission of tenders.
 - (B) No modification or withdrawal will be allowed after the deadline set for submission of tenders.
 - (C) No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiry of the period of tender validity. Withdrawal of a tender during the interval may result in the tenderer's forfeiture of its EMD or Performance Security deposited by the tenderer.
23. Tenders not meeting any/all of the afore said requirement (s) shall be rejected.
24. Registrar, SKAU reserves the right to cancel the entire tendering process at any stage, before awarding the contract. University will not incur any liability to the affected tender(s) or tenderer(s) or any obligations on this account on any grounds or/ and purchaser's action. Registrar, SKAU is not bound to inform the reasons for his/her action to the affected tenderer.

25. Evaluation of Tenders

(i) Technical Bid:

Proforma for the Technical bid (Annexure-II) should be duly filled. Documents as mentioned in Para-9 should be attached. Only those bidders would qualify who will furnish all documents and fulfil all eligibility conditions.

(ii) Financial Bid:

The purpose of the tender is to enlist Publishers/Distributor/Agencies for providing Medical and other books required by the Baba Khetanath Govt. Ayurvedic College, Patikara, Narnaul. The Financial Bid will be assessed on the basis of the discount offered by the Publishers/Distributors/Agencies. The Tenderer(s) quoting/offering the highest discount percentage for a particular

publisher will be empanelled. It is clarified that the purpose of the tender is to empanel, all eligible publishers. Publishers/Distributors/Agencies offering highest discount will be empanelled.

Principal, Baba Khetanath Govt. Ayurvedic College, Patikara, Narnaul reserves the right to place orders with more than one suppliers / bidders by splitting the requirement to obtain maximum discount and in the interest of institute.

26. RESOLUTION OF DISPUTES

In case of any dispute or difference arising between supplier and purchaser relating to any matter arising out of or connected with the contract, attempt will be made to mutually resolve such dispute or difference. In case any dispute or difference is not resolved, matter shall be referred to the sole Arbitrator duly appointed by the Registrar, Shri Krishana AYUSH University, Kurukshetra. The award of the arbitrator shall be binding to the parties concerned. The legal jurisdiction for any matter related to this tender will be at Kurukshetra.

Annexure II
Proforma of Technical
Bid

(To be placed in a separate sealed cover Envelope B)

1	Name of Tendering Publishers/ Booksellers/ Company/Firm/Agency	
2	Names of Owners/Partners/Directors	
3	Full particulars of Office	
	(a) Address	
	(b) Telephone No.	
	(c) Fax No.	
	(d) E-mail address	
4	Full particulars of the bankers of Company/Firm/Agency, with full address/Telephone number	
	(a) Name of the Bank	
	(b) Address of the Bank	
	(c) Telephone No.	
	(d) Fax No	
	(e) E-mail address	
5	Registration details:	
	(a) Registration with Govt.(give details registration No., authority etc.)	
	(b) PAN	
	(c) Service Tax/GST registration No., if any	
	(d) Any other License held (import/trade license give details)	
6	Details of Tender Fee	
	(a) Amount (Rs.)	
	(b) Transaction no. and Date	
	(c) Bank Name with address	
7	Details of Earnest Money Deposit	
	(a) Amount	
	(b) Bank Transaction no . and Date	
	(c) Bank Name with address	
8	Annual Turnover of the firm for last 3 years (duly certified by the CA Firm)	
	2018-19	
	2019-20	
	2020-21	
9	Successful Supplies made during last three years	

Documents enclosed with Technical Bid (Please see Para-9 of the "General Terms and Conditions). Additional sheet may be attached to give details which should also be signed.

Signature of Owner/Managing Partner/Director of the Firm/ Authorized

Signatory

Date:

Place:

Name:

Firm's Seal:

Address/Ph.No.

Annexure-III
Shri Krishna AYUSH Univerisy, KURUKSHETRA
Financial Bid

Performa to be used for Financial Bid for supply of Books (In sealed Envelope "C")

1. Name of Bidder :
2. Address :
3. Tel. No :
4. Fax No :
5. E-Mail :

S. No.	Name of Title	Author	Quantity	Publisher	Offer Rate In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT With Taxes in Rs. P
1						

NOTE:

- a) Discount offered for Hard bound, Paperback be mentioned if not same.
- b) Discount for books of foreign publishers, Indian/Asian editions of foreign publishers be specified
- c) Bidders should submit recent catalogue of books which they can readily supply.
- d) Bidders may add name of Publishers not listed above but dealing with publications covered under scope of work (as mentioned in General Terms and Conditions)

Signature of Owner/Managing Partner
/Director of the Firm/ Authorized
Signatory

Date:
Place:

Name:
Firm's Seal:
Address/ Ph. No.

Covering letter to accompany with Bid

To,

The Registrar,
Shri Krishna AYUSH University,
Umri Road, Sector-8,
Kurukshetra

Dear Sir/Madam,

Having studied the bid documents including the Annexures, we the undersigned, offer to supply Books for a period of contract i.e. one year from the date of award of contract as required by Shri Krishna AYUSH University, Kurukshetra in conformity with the said Bid documents.

We undertake, if our bid/ offer is accepted, to supply Books ordered by you with us, in accordance with the terms and conditions specified in the Bid document.

We agree to abide by this bid for a period of 1 year after the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before expiry of that period.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract/supply order, we will strictly observe the laws against fraud and corruption in force in India, namely, "Prevention of Corruption Act 1988" and any other laws passed by the Government in this connection.

We understand that you are not bound to accept the lowest or any bid you may receive.

Duly authorized to sign the bid for and on behalf of

(Signature)
(Name and Address of the Supplier)
Dated this _____ day of _____
(In the capacity of)

STAMP

Performance Security from (Bank Guarantee)

To,

The Registrar,
Shri Krishna AYUSH University,
Kurukshetra

WHEREAS

.....
.....
(name and address of the supplier) (here in after called "the supplier") has undertaken,
In pursuance of Contract No.Dated..... 2022
to supply Ayurvedic, Modern Medical books and other Technical
books (here in after called "the contract".)

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a recognized nationalized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract.

AND WHEREAS we have agreed to give the supplier such a bank guarantee.

NOW THEREFORE, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of
..... (amount of the guarantee in words & figure). Such sum being payable in the types and proportions of currencies in which the contract price is payable, and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contractor be performed there under or of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we here by waive notice of any such change, addition or modifications. The guarantee shall be valid until the date of issue of the acceptance certificate issued by the purchaser's representative.

This guarantee shall remain valid up to a period of days beyond the validity of the contract.

Signature and seal of the
guarantee

Date:

Place:

Tender Security (Bank Guarantee) form

Whereas (name of tenderer) (here in after Called "the tenderer") has submitted his tender dated (date) for the supply of Ayurvedic, Modern Medical Books and other Technical books (here in after called "the publications".)

KNOW ALL MEN BY these present that we of having registered office at (here in after called "the bank") are bound unto the Registrar, Shri Krishana AYUSH University, Kurukshetra (here in after called "the purchaser") in the sum of for which payment will be made to the said purchaser, sealed with the common seal the said bank this day of

THE CONDITIONS of this obligation are:

1. If the Tenderer withdraws its tender during the period of tender validity specified by the Tenderer on the Tender form or
2. If the Tenderer, having been notified of the acceptance of its tender by the purchaser during the period of tender validity.
 - a. Fails or refuses to execute the contract, if required or
 - b. Fails or refuses to furnish the performance security, in accordance with the instructions to Tenderer, 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 not that the amount claimed by it, is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition(s).

This guarantee will remain in force up to and including 60 (Sixty) days after the period of contract validity or as it may be extended by the purchaser, notice of which extension(s) to the bank is hereby waived off. Any demand in respect thereof should reach bank not later than the above date.

Date.....
Place.....
Witness
Signature.....
Name and Address.....

**Signature of the
Authorized Authority
of Bank**

