

**BYSPEED POST/REGD POST**

**SO1 (P&S) SECTION**

Tele: 2577155

Office of the SO 1 (P&S)  
Director General Naval Project,  
Naval Base Post  
Visakhapatnam – 530 014

06 Apr 2018

To

**TENDER ENQUIRY FOR SUPPLY INSTALLATION, TESTING AND COMMISSIONING  
AND HANDOVER AT SITE OF "HYDRAULIC HAND TROLLEY 2 TON CAPACITY  
AND PALLET LIFT 2 TON CAPACITY"**

**Tender Enquiry No. DG/3101/LP/GP-02/3516 /SE (P&S) dated 06 Apr 2018**

Dear Sir (s),

1. Bids in sealed cover are invited for supply of items listed in Part II of this Tender Enquiry. Please superscribe the above mentioned Title, Tender Enquiry number and date of opening of the Bids on the sealed cover. Bids without these details on the sealed cover will be declared invalid.

2. The address and contact numbers for sending Bids or seeking clarifications regarding this Tender Enquiry are given below:-

(a) Bids/Queries to be addressed to: SO1 (P&S) (for Director General), DGNP (V).

- (b) Contact details/Postal address for sending the Bids is as follows:-

Office of the SO1 (P&S),  
 Director General Naval Project,  
 Naval Base Post, Visakhapatnam-530 014

Tele: 0891-2577155

Fax: 0891-2577237

Mobile No. 9347685321.

} For any information.

3. **Mode of Tendering. LTE- Two bid system.**

4. This Tender Enquiry is divided into five Parts as follows :-

(a) **Part I** – Contains General Information and Instructions for the Bidders about the Tender Enquiry such as the time, place of submission and opening of tenders, Validity period of tenders, etc.

(b) **Part II** – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.

(c) **Part III** – Contains Standard Conditions of Tender Enquiry, which will form part of the Supply order with the successful Bidder.

(d) **Part IV** – Contains Special Conditions applicable to this Tender Enquiry and which will also form part of the Supply order with the successful Bidder.

(e) **Part V** – Contains Evaluation Criteria and Format for Price Bids.

5. This Tender Enquiry is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the Tender Enquiry, should it become necessary at any stage.

Thanking you,

Yours Sincerely



(AD Bhandari)

Cdr

SO1 (P&S)

for Director General

**PART-I: GENERAL INFORMATION**

1. **Last Date and Time for Depositing Bids.** 21 Apr 2018 at 1430 hrs. The sealed Bids (both Technical and Commercial) should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder. Date of pre bid meeting will be intimated after despatch of tenders.
  
2. **Manner of Depositing Bids.** Sealed Bid(s) (both Technical bid and the Commercial Bid should be sealed by the bidder in separate covers duly superscripted and both these sealed covers are to be put in a bigger cover which should also be sealed and duly superscripted) should be either dropped in the Tender Box marked as **SO 1 (P&S), DGNP (V)** placed at Guard room, Main Gate of DGNP(V) or sent by registered post at the address given at Para 2 (b) so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or any delivery / non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes).
  
3. **Time and Date for Opening of Bids.** 21 Apr 2018 at 1430 hrs (If due to any exigency and /or the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).
  
4. **Bid Formats.** The formats of Technical Bid and Price Bid are placed at **Appendix A and Appendix B** respectively.
  
5. **Two-Bid System.** Only the Technical Bid would be opened at the time and date mentioned at Para 3 above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer. Unopened bids will be returned to respective firms.

The Seller shall quote for this items/work in two separate bids (Technical Bid & Price Bid). The Technical bid ('T' bid) comprising 03 sheets shall contain complete technical

details of the offer of the Seller, which should be comprehensive and self-explanatory. Offers without technical details will not be considered and shall be rejected. These 'T' Bid sheets are placed at **Appendix A** as follows: -

- (a) T-Bid Sheet 1 - Contract conditions agreed to by the Contractor
- (b) T-Bid Sheet 2 - Schedule of Technical Specifications and
- (c) T-Bid Sheet 3 - Commercial Aspects

Sellers who do not fill above sheets are liable for disqualification. The aforesaid Unit rates shall be based on the description of items of Price Bid and specifications attached therein. The rates quoted by the Seller in Price Bid for the various items shall be deemed to include for the full, entire and final completion of the respective items of works in accordance with provisions of this Tender Enquiry. The Department will not entertain any claim whatsoever on account of inaccuracies / misunderstandings, if any, in the aforesaid rates. The Price bid / Commercial bid should contain the total cost of offer along with item wise breakup of details of cost as per format placed at **Appendix B**.

6. **Clarification Regarding Contents of the Tender Enquiry.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the Buyer may be sent to all prospective bidders who have received the bidding documents, if warranted.

7. **Clarification Regarding Contents of the Bids.** During evaluation and comparison of bids, the Buyer may, at their discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

8. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke rejection summarily with forfeiture of EMD. Conditional tenders will be rejected. This is applicable in conjunction of Para 05 & 06 of Part III of this Tender Enquiry.

9. **Unwillingness to Quote.** Selected Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this Tender Enquiry.
10. **Validity of Bids.** Commercial Bids should be valid for 60 days from the date of opening of Bids.
11. The Bid will be accepted only from the firm to which the Tender Enquiry has been issued. Bids from the authorized dealers/representatives on behalf of the tender addressee will not be accepted and will be treated as unsolicited Bids.
12. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for an amount of **Rs. 18,000.00 (Rupees Eighteen thousand only)** along with Technical bids, failing which, Bid shall be rejected. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (**in favour of Accounts Office, DGNP (V)**) from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request). EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender.
13. **Delivery.**
- (a) Delivery period for supply of items / completion of the scope of work will be **90 days** from the effective date of supply order. The stores/equipment/scope of work is / are to delivered/ completed on or before the duration indicated above at the location / site indicated at Para 16 of Part II of this Tender Enquiry.

(b) It is to be noted that the supply order can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period / scope of work is not completed satisfactorily, except where force majeure clause is applicable.

(c) Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause as mentioned at Para 09 of Part III of this Tender enquiry.

(d) Part supply / incomplete Scope of work will not be accepted (the buyer reserves the sole right to accept part supply) and supply/delivery/Scope of work shall not be considered complete until inspected and accepted at the destination in full and issue of 'Certificate of Conformity' by SO (P&S). The Certificate of Conformity by SO (P&S) will be issued only after submission of following documents:-

- (i) Delivery Challan.
- (ii) Custody Certificate.
- (iii) Inspection note.
- (iv) Receipt Voucher and Issue Voucher.
- (v) Firm's Warranty certificate.

(e) Stores received in damaged condition/ found to be defective/ rejected will have to be made good at the risk and cost of the Supplier.

-----END OF PART I-----

## **PART-II: ESSENTIAL DETAILS OF ITEMS / SERVICES REQUIRED**

1. **SCOPE OF WORK:** Supply installation, testing, commissioning and Handover at site of "Hydraulic hand trolley 2 ton capacity & Pallet Lift 2 ton Capacity" all as specified below.

Item SI No.	Description	Unit	Qty
1.	Hydraulic Hand trolley 2 ton capacity – Supply, testing, commissioning & Handover on site at ND (V)	No's	08
2.	Pallet Lift 2 ton Capacity – Supply, testing, commissioning & Handover on site at ND (V).	No's	10

2. **KNOWLEDGE OF WORK:** The supplier is deemed to have complete knowledge of the exact requirements of work. in case of doubt, clarification may be obtained from SO1(GP-2), DGNP (V) before submitted the tender. No claims what so ever, shall be accepted, in case of the supplier coming up at a later date with and explanation of having incomplete knowledge regarding the work.

3. **FEATURES TECHNICAL SPECIFICATIONS:-**

(A) The Hydraulic hand trolley 2 ton capacity shall have following:-

(i) **FEATURES:-**

(i)	Fully powder coated body.
(ii)	Hard chrome plated piston.
(iii)	Single piece pump.
(iv)	Large diameter polyurethane steering wheel.
(v)	Tandem polyurethane steering wheel

(ii) **TECHNICAL SPECIFICATIONS:**

(a)	Capacity	:	2 Ton
(b)	Fork span	:	550 MM
(c)	Fork length	:	1150 MM
(d)	Min fork height	:	75 MM
(e)	Max fork height	:	185 MM
(f)	Fork wheel tandem	:	70x60 MM
(g)	Steering wheel	:	160x50 MM

(B) The pallet lift 2 ton capacity shall have following features and technical specification:-

**(i) SPECIFICATIONS:-**

(a)	Capacity	:	2 ton
(b)	Fork span	:	685 mm
(c)	Fork length	:	1220 mm
(d)	Min fork height	:	85 mm
(e)	Max fork height	:	195 mm
(f)	Fork wheel tandem	:	80 x 70 mm
(g)	Steering wheel	:	180 x 50 mm

3. **ACCEPTANCE OF TENDER:** The accepting officer reserves the right to accept/reject any tender without assigning any reason to the bidder.

4. **CERTIFICATE / DOCUMENTS:** The following certificate/documents shall be handed over along with all equipment:-

- (a) Product support for 10 years.
- (b) Warranty / Guarantee.
- (c) 2 sets of Manuals.

5. **TEST AND TRIALS:** The equipment shall be subjected to standard tests and commissioning trials to rated capacity of the equipment while handing/taking over which are to be undertaken at Naval Dockyard, Visakhapatnam. The firm shall rectify all deficiencies/shortcomings, if any registered during testing without any additional cost to the Navy. Trials to comply with IS: 10311 – 1982 and IS: 509-1993 for pallet lift 2 ton hydraulic hand trolley 2 ton respectively.

6. **TRAINING:** Training shall be imparted to the representatives of user department for 12 personnel (02 Supervisors and 10 workers) for 02 working days on operation, exploitation, routine maintenance and troubleshooting prior to handing over the equipment to the user department.

7. **ACCEPTANCE OF ITEMS:** The equipment shall be accepted after satisfactory inspection and trials at ND (V) in the presence of ND (V) / DGNP (V) representatives.

8. **PERIOD OF COMPLETION:** 03 Months from date of placement of order.

9. **WARRANTY / GUARANTEE:** The equipment shall be guaranteed for a minimum period of 12 months from the date to completion of the work. In case of equipment developing defects during the guarantee period, the same shall be rectified



free of cost. The guarantee period shall be extended by the number of days, for which the item would be non operational.

10. **ACCEPTANCE / REJECTION OF OFFER:** Offers found to be technically unsuitable or may not be meeting the requirements will be rejected. DGNP (V) reserves the right to accept or reject any tender without assigning any reasons there to. The quotation will be accepted only from the firm to which tender has been issued. Quotation from the authorized dealers / representatives on behalf of the tender addressee will not be accepted.

11. **COMPLETENESS OF DELIVERY:** All Equipment and items / accessories necessary for satisfactory functioning of the equipment / system are deemed to be included in the quoted price.

12. **DELIVERY PERIOD / PERIOD OF COMPLETION:** Delivery period for supply of equipment will be **03 (Three) months** from the effective date of placement of order. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

13. **CONSIGNEE DETAILS:**

The Admiral Superintendent  
(for Assistant Manager Out fitting Department)/MDP)  
Naval Dockyard  
Naval Base Post  
Visakhapatnam – 530 014  
Andhra Pradesh

-----END OF PART II-----

### **PART-III: STANDARD TERMS AND CONDITIONS**

1. **Acceptance of Standard Terms and Conditions.** The Bidder is required to give confirmation (in the respective row in T-Bid sheet 1 of **Appendix A**) of their acceptance of the Standard Conditions of the Tender enquiry mentioned below which will automatically be considered as part of the supply order placed on the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder. The Supply order once signed by both parties will become a contract for all legal purposes.
  
2. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India
  
3. **Effective Date of the Contract.** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
  
4. **Arbitration.** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).
  
5. **Penalty for Use of Undue Influence.** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the

Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offence by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1988 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

6. **Agents / Agency Commission.** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The

Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

7. **Access to Books of Accounts.** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

8. **Non-disclosure of Contract Documents.** Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

9. **Liquidated Damages.** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this Supply Order, the Buyer may, at his discretion, withhold any payment until the completion of the Supply Order. The Buyer may also deduct from the Seller as agreed, Liquidated Damages to the sum of 0.5% of the Supply Order price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of Supply Order.

10. **Termination of Contract.** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:-

- (a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than **Three** months after the scheduled date of delivery.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The delivery of material is delayed due to causes of Force Majeure by more than **Five** months) provided Force Majeure clause is included in contract.
- (d) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.

11. **Notices.** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

12. **Transfer and Sub-letting.** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

13. **Patents and other Industrial Property Rights.** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

14. **Amendments.** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

15. **Taxes and Duties.**

(a) **In respect of Indigenous Bidders.**

(i) Bidders must indicate separately the relevant taxes/duties likely to be paid in connection with delivery of completed goods specified in Tender Enquiry. In absence of this, the bids would be summarily rejected.

(ii) If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entertained after the opening of tenders.



(iii) If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.

(iv) If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by them up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. In such cases, relevant certificate will be issued by the Buyer later to enable the Seller to obtain exemptions from Taxation authorities.

(v) Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller. Section 64A of sales of Goods Act will be relevant in this situation.

(vi) **Customs Duty.**

(aa) For imported stores offered against forward delivery, the Bidder shall quote prices thereof exclusive of customs duty. The Bidder shall specify separately the C.I.F. prices and total amount of customs duty payable. They will also indicate correctly the rate of customs duty applicable along with Indian Customs Tariff Number. Customs duty as actually paid will be reimbursed on production of necessary documents i.e. (i) Triplicate copy of the bill of entry; (ii) copy of bill of lading; (iii) a copy of foreign principal's invoice. However, if the Bidder imports the stores in question against his own commercial quota Import Licences, he will also be required to submit in addition the triplicate copy of bills of entry etc. a certificate from his Internal Auditor on the bill itself,

to the effect that the following items/quantity in the bill of entry related to the stores imported against Defence Buyer contract number..... dated....

(ab) Subsequent to the reimbursement of customs duty, the Bidder will submit to the concerned Payment Authority a certificate to the effect that he has not obtained any refund of customs duty subsequent to the payment of duty to the Customs authority by him. In addition, he shall also submit to the Paying Authority concerned a certificate immediately after a period of three months from the date of payment of the duty to customs authorities to the effect that he has not applied for refund of the customs duty subsequent to the payment of duty to the customs authorities by him.

(ac) In case the Bidder obtains any refund of customs duty, subsequently to the payment of the same by him to th(e customs authorities and reimbursement of the customs duty to him by the Payment Authority, he should forthwith furnish the details of the refund obtained and afford full credit of the same to the Buyer.

(vii) **Goods and Services Tax (GST).**

(aa). GST will be paid to the seller at the rate applicable based on description, HSN/SAC code and the relevant schedule of CGST Act.

(ab) In pursuance with section 171(1) of CGST Act 2017, an undertaking is to be effected by the Seller declaring that "Any reduction in rate of Tax on any supply of goods or services or the benefit of input tax credit(ITC) shall be passed on to the recipient by way of commensurate reduction in prices". Further, in case it is detected by the government that any ITC has accrued to the Seller as a result of migrating to GST, after receiving the consideration/ reimbursement for his supplies, the seller is mandated to refund the same accordingly to the paying Authority, giving details and particulars of the transactions.



(ac) Unless otherwise specifically agreed to in terms of the contract, the Buyer shall not be liable for any claim on account of fresh imposition and/or increase of GST on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

-----END OF PART III-----

## **PART-IV: SPECIAL TERMS AND CONDITIONS**

1. **Acceptance of Special Conditions.** The Bidder is required to give confirmation (in the respective row in T-Bid sheet 1 of **Appendix A**) of their acceptance of the Special Conditions of the Tender enquiry mentioned below which will automatically be considered as part of the supply order placed on the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.
  
2. **Performance Bank Guarantee (PBG).** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a Private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to **10% of the Supply Order value** within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The PBG will be returned to the supplier on successful completion of all his obligations under the Supply Order. In case the execution of the contract is delayed beyond the contracted period and the Buyer grants extension of delivery period, with or without LD, the supplier must get the BG revalidated, if not already valid. The format of the PBG is enclosed as **Appendix C**.
  
3. **Inspection.** The mode of inspection will be user inspection or as specified in tender and the supplier has to ensure that the items to be made available at site and provide assistance to inspector to carryout detailed inspection and functional tests. All materials including consumables, test equipment etc required for such inspection by buyer/representatives are to be provided by the seller without any separate cost implications.
  
4. **Warranty.**
  - (a) Except as otherwise provided in the invitation tender, the Seller hereby declares that the goods, stores articles sold/supplied to the Buyer under Supply order shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specifications and particulars



contained/mentioned in the Supply order. The Seller hereby guarantees that the said goods/stores/articles/quality of work would continue to conform to the description and quality aforesaid for a period of **12 months** from the effective date of issue of Certificate of Conformity by SO(P&S) as mentioned at Para 21(d) of part II of this Tender Enquiry and that notwithstanding the fact that the Buyer may have inspected and / or approved the said goods / stores / articles, if during the aforesaid warranty period, the said goods / stores / articles be discovered not be conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated, the decision of the Buyer in that behalf shall be final and binding on the Seller and the Buyer shall be entitled to call upon the Seller to rectify the goods / stores / articles or such portion thereof as is found to be defective by the Buyer within a reasonable period, or such specified period as may be allowed by the Buyer in his discretion on application made thereof by the Seller, and in such an event, warranty of the equipment would be extended by such duration of downtime, as mentioned by the Buyer.

(b) Guarantee that they will supply spare parts, if and when required on agreed basis for an agreed price. The agreed basis could be and including but without any limitation an agreed discount on the published catalogue or an agreed percentage of profit on the landed cost.

(c) Warranty to the effect that before going out of production for the spare parts they will give adequate advance notice to the Buyer of the equipment so that the latter may undertake the balance of the lifetime requirements.

(d) Warranty to the affect that they will make available the blue prints of drawings of the spares if and when required in connection with the main equipment.

(e) If the downtime of equipment attributable to seller is more than **six months**, the seller may not be qualified to take part in future tenders.

(f) The seller has to attend to the defect reported within **48 hours** and rectify the same within one week. If defect is not rectified within one week and downtime exists, the seller will extend the guarantee period by the duration of the downtimes. The goods/stores supplied under the supply order and each component used in the manufacture thereof shall be free from all types of defects/failures.

5. **Payment Terms.** 100% payment will be made on receipt of complete ordered stores/equipment/completion of scope work as per part II of this Tender Enquiry in good conditions and after issuing of "Certificate of Conformity" by SO (P&S) . No advance payment(s) will be made.

6. **Paying Authority.** The payment of bills will be made by **AO (DGNP)**, Visakhapatnam. The following documents are to be forwarded with the items for making the payment.

- (a) Ink-signed copy of contingent bill / Seller's bill.
- (b) Ink-signed copy of Commercial invoice /Seller's bill.
- (c) Copy of Supply Order with U.O. number and date of IFA's concurrence, where required under delegation of powers.
- (d) SRVs in duplicate.
- (e) Inspection note, custody certificate and issue voucher.
- (f) Installation, Test and commissioning certificate.
- (g) Guarantee/Warranty Certificate.
- (h) Performance Bank Guarantee, if applicable.
- (j) Bank Details for electronic payment.
- (k) DP extension letter with CFA's sanction and FA concurrence.

(Note: From the above list, the documents that may be required depending upon the peculiarities of the procurement being undertaken, may be included in Tender Enquiry).

7. **Submission of Bills.** The Bills are to be submitted with following conditions/documents:-

- (a) Pre-receipted bill duly stamped in quadruplicate.
- (b) Certificate of Conformity issued by SO (P&S).
- (c) Guarantee / Warranty Certificate.
- (d) Test Certificates.
- (d) Performance Bank Guarantee.

8. **Escalation of Prices.** Escalation of prices after opening of quotation (T-bid in case of Two Bid system ) will not be allowed and your quotation must clearly specify all taxes as applicable including works related tax, if any. The firm must indicate their GST and APGST numbers on their Bids without which their Bids are liable for rejection.

9. **Knowledge of Work/Supply.** Bidders are deemed to be in possession of all referred/relevant standards and other rules and procedures and possess good knowledge of the same. Representatives of the Bidders to be in possession of copies of such rules/procedures which shall be verified during TNC meetings. In addition to official authorization, Representatives/members of Bidder attending negotiation (TNC/PNC) to hand over their respective visiting cards which will be "stapled" on to the minutes of the concerned meeting.

10. **Force Majeure 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 under the provisions of the present Supply order), 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 Supply order.

(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. 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.

(c). 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. If the impossibility of complete or partial performance of an obligation lasts for more than **3 (three) months**, either party hereto 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 received.

11. **Risk & Expense Clause.**

(a) Should the stores or any instalment thereof not be delivered with the time or time specified in the contract documents, or if defective delivery is made in respect of the stores or any instalment thereof, the Buyer shall after granting the Seller **45 days to cure the breach**, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

(b) Should the stores or any instalment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be one in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

(c) In case of a material breach that was not remedied **within 45 days**, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he things fit other stores of the same or similar description to make good:-

(i) Such default.

(ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

(d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed **10%** of the value of the contract per annum.

12 **Fall clause.** The following fall clause will form part of the contract placed on successful Bidder.

(a) The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons/Organisation including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as

the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.

(b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organisation including the Buyer or any Deptt, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:-

- i. Exports by the Seller.
- ii. Sale of goods as original equipment at price lower than lower than the prices charged for normal replacement.
- iii. Sale of goods such as drugs which have expiry dates.
- iv. Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.

13. **Franking clause.** The following Franking clause will form part of the Supply Order placed on successful Bidder.

(a) **Franking Clause in the case of Acceptance of Goods** "The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the contract".

(b) **Franking Clause in the case of Rejection of Goods** "The fact that the Goods have been inspected after the delivery period and rejected by the inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract."



14. **OEM Certificate.** In case the Bidder is not the OEM, the agreement certificate with the OEM for sourcing the spares shall be mandatory. However, where OEMs do not exist, minor aggregates and spares can be sourced from authorized vendors subject to quality certification.
  
15. **Earliest Acceptable Year of Manufacture: 2018** Quality / Life certificate will need to be enclosed with the Bill.
  
16. **Transportation.** Prices must be quoted on F.O.R. Name of the unit & station basis inclusive of Packing, Forwarding, Freight charges, Transit Insurance and any other charges as applicable
  
17. **Quality.** The quality of the stores delivered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in Seller's country or specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this Contract shall be new i.e. not manufactured before (Year of Contract), and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past if any. The Seller shall supply an interchange ability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.
  
- 18 **Quality Assurance.** Seller would provide the Standard Acceptance Test Procedure (ATP) within **one** month of this date of Supply Order. Buyer reserves the right to modify the ATP. Seller would be required to provide all test facilities at consignee premises for acceptance and inspection by Buyer/user. The details in this regard will be coordinated during the negotiation of the contract. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.
  
19. **Packing and Marking.** The Seller shall provide packing and preservation of the items/equipment and spares/goods ordered so as to ensure their safety against damage

during transportation and handling. The seller shall ensure that the stores are packed in containers, which are made sufficiently strong, and with seasoned wood. The packing cases should have hooks for lifting by crane/fork lifts. Tags with proper marking shall be fastened to the special equipment, which cannot be packed.

20. No demurrage charge will be entertained by this department in case of late receipt of stores.

-----END OF PART IV-----

## PART-V: BIDS EVALUATION CRITERIA

1. The broad guidelines for evaluation of Bids will be as follows:-
  - (a) Only those Bids will be evaluated which are found to be fulfilling all the Eligibility and qualifying requirements of the Tender Enquiry, both technically and commercially.
  - (b) In respect of Two-Bid system, the technical Bids forwarded by the Sellers will be evaluated by the government with reference to the technical characteristics of the equipment as mentioned in the Tender enquiry. The compliance of Technical Bids would be determined on the basis of the parameters specified in the Tender enquiry. The Price Bids of only those Sellers will be opened whose Technical Bids would clear the technical evaluation.
  - (c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Bid Format given at **Appendix B. The L1 Bidder will be determined by excluding levies, taxes and duties levied by the Central/ State/ Local Governments on final product of all items as quoted by the Bidders.**
  - (d) Taxes applicable are to be indicated separately. Bids submitted without mentioning taxes separately would be summarily rejected. If NIL taxes are mentioned the relevant notification/ exemption certificate should be indicated.
  - (e) Seller has to submit a Copy of registration certificate under GST along with the Bids. In case the firm is unregistered under GST, the same has to be communicated by the Seller on their letterhead.
  - (f) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
  - (g) Levies, taxes and duties levied by Central/State/Local Governments on final product will be paid by the Buyer on actual, based on relevant documentary evidence. Taxes and duties on input items will not be paid by Buyer and they may not be indicated separately in the bids. Bidders are required to include the same in the pricing of their product.
  - (h) The Lowest Acceptable Bid (in Price Bid as per above procedure) will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Seller for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Seller is not in a position to supply full quantity in stipulated time.

-----END OF PART V-----

**TECHNICAL BID SPECIFICATIONS Sheet - 1**

**Name of work : Supply, installation testing and commissioning of "Hydraulic hand trolley 2 ton capacity (08 Nos) & Pallet lift 2 ton capacity (10 Nos)"**

Name of the Contractor:

TE No. DG/3101/LP/GP-02/3516/SE (P&S)

**Contract Conditions Agreed To By Contractor**

SI No.	Specification	Details	Reference to Clause / Part / Para mentioned in Essential Details of Items/Services Required	Agreed by Contractor (Specify Yes / No)	Reasons If Not Agreed
1	Technical Literature / Certification / Documentation	(a) 02 sets of user manual (hard copy) (b) Product support for 10 years (c) Warranty certificates	Para 4 of Part - II Serial Page No 8		
2	Acceptance, Tests and Trials.	For Equipment listed in Particular Specifications	Para 5 & 7 of Part - II Serial Page No 8		
3	Delivery Period/Period of Completion	03 (Three) months	Para 12 of Part - II Serial Page No 9		
4	Training	(02 Supervisor and 10 Workers) for less than 02 working days	Para 6 of Part - II Serial Page No 8		
5	Inspection	User Inspection	Para 3 of Part - IV Serial Page 17		
6	Acceptance of all standard conditions of Part III of RFP	Term and conditions	Para 1 to 15 of Part - III Serial Page No 10 to 16		
7	Acceptance of all special conditions of Part IV of RFP	Special term and conditions	Para 1 to 20 of Part - IV Serial Page No 17 to 24		
8	Taxes & Duties	Inclusive of all taxes	Para 15 of Part III Serial Page No 13 to 16		
9	Packing & Forwarding & Marking	Cost to be inclusive	Para 16 & 19 of Part - IV Serial Page No 23 & 24		

10	Warranty / Guarantee	12 months	Para 04 of Part -IV Serial Page No 17 & 18		
11	EMD	For Rs 18,000.00	Para 12 of part - 1 serial page no. 5		
12	Documents for Payments	The payment of bills will be made on submission of the documents as per Para 5 to 8	Para 5 & 7 of Part IV Page No 19		
13	GST	Certificate issued in accordance with Para 171 of GST Act 2017 for conformance to anti-profiteering measures (Format placed at Enclosure 9)	Para 15(a) (VII) of Part -III on serial Page No. 15		
<b>Note :</b> 1) No Yellow Column / cell should be left blank. Either "YES" or "NO" should be filled. If "No" is filled, then reasons to be filled in the corresponding next column. The reasons to be supported by documents. 2) The DGNP (V) reserves the right to reject incomplete bids,					

# TECHNICAL BID SPECIFICATIONS Sheet - 2

**Name of work : Supply, installation testing commissioning and handover at site of "Hydraulic hand trolley 2 ton capacity (08 Nos) & Pallet lift 2 ton capacity (10 Nos)"**

**Name of the Contractor:**

**TE No. DG/3101/LP/GP-02/3516/SE (P&S)**

## SCHEDULE OF TECHNICAL PARTICULARS

S.No	Specifications	Details	Reference to Para / Part of RFP	Details By Contractor	Reasons If At Variance With Requirements
<b>Supply, testing &amp; Commissioning and handover at site of "Hydraulic hand trolley 2 ton capacity (08 Nos) &amp; Pallet lift 2 ton capacity (10 Nos)"</b>					
1	Technical Specification of items	Meet technical specifications and Parameter requirements as enunciated at Para 3 of Part II at Serial Page 07	Para 3 of Part II on Serial Pages 07		
2	Knowledge of Work	(i) Knowledge of Work	Para 2 of Part II on Serial Pages 7		
3	QAT / ATP	Shall submit the draft for approval , if received	Para 18 of Part - IV Serial Page No. 23		
4	Make & Model	specify Make & Model			

**Note:** 1. Technical brochures indicating technical specifications, warranty period, delivery period etc are to be submitted alongwith T-bids. In case, some technical specifications of the equipment are not available in technical brochure, then a letter has to be given by OEM/supplier indicating the detailed specifications and these values are also to be entered in the respective technical specification row in T-bid sheet.

2. Technical specifications of the particular model of equipment offered by the vendor are to be entered in figures in the T-bid sheet against the figures of the technical specifications indicated in the T-bid sheet and not merely write "Compled" in the space provided.

3. Since L 1 firm will be decided on overall basis for all items, vendors have to submit bids for all the equipment in the tender to avoid disqualification of their bid.

# T' BID SHEET - 3 (Commercial Aspects)

TE No. DG/3101/LP/GP-02/3516/SE (P&S)

Name of the Contractor:

PAYMENT ASPECTS (Reference to Para 5 of Part IV of RFP)

SI No.	Details for electronic payment	Details By Contractor
1	2	3
1	Name of the Firm/Supplier's Bank & Branch (as per account)	
2	Firm/Supplier's name (as per account)	
3	Bank Account number	
4	IFSC Code	
5	MICR Code	
6	NEFT Code	
7	Account type (savings/current)	
8	Contact Number	
9	E-mail ID	
10	PAN	
11	TIN	
12	CST/ServiceTax Number	
13	VAT Number	
14	Registered/Enlisted with MoD or any other Department/Organisation or NSIC	
15	Registration/Enlistment Number and validity date	
16	Adhar details	

Appendix 'B'  
(Refer para 4 of part 1 of TE)

## PRICE BID SHEET -1

**Name of work : Supply, installation testing commissioning and handover at site of "Hydraulic hand trolley 2 ton capacity (08 Nos) & Pallet lift 2 ton capacity (10 Nos)"**

Name of the Contractor: \_\_\_\_\_ TE No. DG/3101/LP/GP-02/ 3516/SE(P&S)

SI No.	Item	Unit	Qty	Rate per Unit (in figures)	Rate in Words	Amount
1	Supply, installaiton, testing commissioning and handover at site of (a) Hydraulic hand trolley 2 ton capacity (b) Pallet lift 2 ton capacity	No's No's	08 10			
2	Standard Accessories, if any					
3	Two years Operation & Maintenance Spares					
4	Special Maintenance Tools, if any					
5	Technical literature /Certificates / Documentation					
6	Acceptance, Testing, Trials and Commissioning charges					
7	Training					
8	Any other item such as transportation, insurance, freight, packing etc.					
<b>Total of SI Item Nos. 1 to 8</b>						



**PRICE BID SHEET 02 (TAXES AND DUTIES)**

**TE No. DG/3101/LP/GP-02/3516/SE(P&S) OF 2017-18**

**Name of work : Supply, installation testing commissioning and handover at site of "Hydraulic hand trolley 2 ton capacity (08 Nos) & Pallet lift 2 ton capacity (10 Nos)"**

**Name of the Contractor:**

<u>Sl No.</u>	<u>Item</u>	<u>Unit</u>	<u>Qty</u>	<u>HSN / SAC Code</u>	<u>GST</u>	
					<u>Percentage</u>	<u>Amount</u>
(A)	(B)	(C)	(D)	(E)	(F)	(G)
1A	Supply, installation, testing and handover at site of (a) Hydraulic hand trolley 2 ton capacity (b) Pallet lift 2 ton capacity	No's No's	08 10			
2A	Standard Accessories, if any					
3A	Two years Operation & Maintenance Spares					
4A	Special Maintenance Tools					
5A	Technical literature /Certificates / Documentation					
6A	Acceptance, Testing, Trials and Commissioning charges					
7A	Training					
8A	Any other item such as transportation, insurance, freight, packing etc.					

9	Customs Duty					
10	Any other Taxes / Duties/IGST etc					
<b>Total of SI Item No.1A to 10</b>						
<b>GRAND TOTAL (Total Valuation of Price Bid Sheet - 1 (SI 1 to 8) + Price Bid Sheet - 2 (SI 1A to 10 )</b>						

**NOTES:**

- (1) It is mandatory to fill all columns of Price Bid Sheets 1 & 2 including all applicable taxes and duties as mentioned above .
- (2) No Column /cell (Yellow Colour) should be left blank, if nothing else a zero(0) shall be placed against each column in both Price Bid Sheets 1 & 2.
- (3) The DGNP(V) reserves the right to reject incomplete bids.
- (4) L1 will be determined based on total basic cost at SI 8. L1 will be determined without taxes / duties, levies etc as amplified at Part V of RFP.
- (5) Taxes are to be calculated based on total basic price.
- (6) Vendors to quote basic cost at SI Item No 1 to 8.
- (7) SI Nos 1A to 10 of above are applicable percentages to be mentioned in column 'F'.
- (8) SI Nos 1A to 10 of above are applicable amount to be mentioned only in column 'G'.
- (9) No Exemption Certificates will be given (as per Para 3 of Part IV of RFP).
- (10) Price Breakdown of all equipment /system will have to be submitted by L1 vendor prior placement of order.
- (11) Columns (A), (B), (C) and (D) of these sheets are not to be altered by the bidder. If found altered, then bids are liable for rejection.
- (12) Vendors to provide HSN / SAC code / schedule under which the proposed items falls.

Appex – ' C '  
(Para- 2 of Part –IV of TE)

**PERFORMANCE BANK GUARANTEE FORMAT**

From:  
Bank \_\_\_\_\_

To,  
Account Officer  
DGNP (V)  
Visakhapatnam.

Dear Sir,

1. Whereas you have entered into a Supply Order No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the said Contract) with M/s \_\_\_\_\_ hereinafter referred to as the "seller" for supply of goods as per Part-II of the said contract to the said seller and whereas the Seller has undertaken to produce a bank guarantee for (10% ) of total Supply Order value amounting to \_\_\_\_\_ to secure its obligations to the President of India. We the \_\_\_\_\_ bank hereby expressly, irrevocably and unreservedly undertake and guarantee as principal obligors on behalf of the seller that, in the event that the President of India declares to us that the goods have not been supplied according to the Contractual obligations under the aforementioned Supply Order, we will pay you, on demand and without demur, all and any sum up to a maximum of \_\_\_\_\_ Rupees \_\_\_\_\_ only. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. We undertake to effect payment upon receipt of such written demand.
2. We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between you and the Seller, indulgence to the Seller by you, or by any alterations in the obligations of the Seller or by any forbearance whether as to payment, time performance or otherwise.
3. In no case shall the amount of this guarantee be increased.
4. This guarantee shall remain valid for ..... months from the date of JRI acceptance of test consignment in India or until all the store, spares and documentation have been supplied according to the contractual obligations under the said contract.
5. Unless a demand or claim under this guarantee is made on us in writing or on before the aforesaid expiry date as provided in the above referred contract or unless this guarantee is extended by us, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.
7. This guarantee shall be a continuing guarantee and shall not be discharged by and change in the constitution of the Bank or in the constitution of M/s \_\_\_\_\_.