



# HARISH-CHANDRA RESEARCH INSTITUTE

(Department of Atomic Energy, Government of India)

Chhatnag Road, Jhunsi, Allahabad-211 019

Phone: 0532-2274382

Fax: 0532-2569576, 2567444

**NOTICE INVITING TENDER (LIMITED)  
FOR  
SUPPLY & INSTALLATION OF LINUX LOADED/READY  
NETWORK ATTACHED STORAGE (NAS)  
FOR DATA BACKUP SOLUTION OF 20 TB CAPACITY  
SINGLE BID SYSTEM**

**Ref NIT (L) No HRI/28/2926**

**Date: 05 Jan 17**

Sealed Tenders are invited on behalf of the Director, Harish-Chandra Research Institute, Allahabad from the Registered Firm for the Supply & Installation of Linux loaded/ready Network Attached Storage (NAS) for Data Backup Solution of 20TB capacity at Harish-Chandra Research Institute, Allahabad. Tender documents are available on the HRI web site (<http://www.hri.res.in/tenders/>). The tender document consists of the following two parts:-

Part-1(A to C)	"TERMS & CONDITIONS" & "TECHNICAL BID" of the tender
Part-2	"FINANCIAL BID" of the tender

The main information is as follows:-

TITLE	Supply & Installation of Linux loaded/ready Network Attached Storage (NAS) for Data Backup Solution of 20TB capacity
BID REFERENCE No	HRI/28/2926 dated 05 Jan 17
LAST DATE AND TIME FOR SUBMISSION OF BIDS	02 Feb 17 UPTO 1500HRS
DATE AND TIME OF OPENING OF BIDS	02 Feb 17 At 1600HRS
PLACE OF OPENING OF BIDS	Harish-Chandra Research Institute Chhatnag Road, Jhunsi, Allahabad - 211019
ADDRESS FOR COMMUNICATION	Stores & Purchase Officer Harish-Chandra Research Institute, Chhatnag Road, Jhunsi, Allahabad – 211019 For any communication regarding this tender, kindly mention Bid Reference No (HRI/28/2926 dated 05 Jan 17) on the main envelop of the correspondence
Performance Bank Guarantee (PBG)	10% of the Purchase Order Value

It will be the responsibility of the bidders to check website <http://www.hri.res.in> for any amendment through corrigendum in the tender document. In case of any amendment, bidders will have to incorporate the amendments in their bid accordingly.

Please superscribe the Title (**Supply & Installation of Linux loaded/ready Network Attached Storage (NAS) for Data Backup Solution of 20TB capacity**), NIT number (HRI/28/2926 dated 05 Jan 17) and date of opening of the Bids (02 Feb 17) on the sealed cover to avoid the Bid being declared invalid. **The Tender, complete in all respects should be submitted up to 1500HRS on 02 Feb 17 which shall be opened on the same day at 1600HRS in presence of parties present at the time of opening of Tender.**

The sealed envelope containing “Terms & Conditions” and “Financial Bid” on prescribed tender document should reach the Registrar, Harish-Chandra Research Institute, Jhansi, Allahabad on or before 02 Feb 17 upto 1500HRS otherwise the tender will not be accepted. The bidders may depute their representative, duly authorized in writing, to attend the opening of bids on the due date and time. Rate and important commercial / technical clauses quoted by the all the Bidders will read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.

.....sd.....  
(Ravindra Singh)  
Registrar



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## PART – 1(A)

### TERMS & CONDITIONS OF THE SUPPLY & INSTALLATION OF LINUX LOADED/READY NETWORK ATTACHED STORAGE (NAS) FOR DATA BACKUP SOLUTION OF 20 TB CAPACITY

1. **Last date and time for depositing the Bids:-** 1500HRS 02 Feb 17

The sealed Bids should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.

2. **Manner of depositing the Bids:-** Sealed Bids should be either dropped in the Tender Box marked as **Registrar Harish Chandra Research Institute** or sent by registered post at the address given below so as to reach by the due date and time. Late / Delayed tenders will not be considered. Printed conditions of the vendor submitted with the tender will not be binding on Harish Chandra Research Institute. No responsibility will be taken for postal delay or non-delivery / non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered. Please superscribe the above mentioned Title, NIT number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.

Address: Registrar, Harish Chandra Research Institute  
Deptt of Atomic Energy, Government of India  
Chhatnag Road, Jhunsi, Allahabad-211019

3. **Time and date for opening of Bids:-** 1600HRS 02 Feb 17

(If due to any exigency, 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). The tender opening date may be extended in case adequate no of bids are not received to have fair competition and equal level playing field to all the bidders.

4. **Location of the Tender Box:-** Harish Chandra Research Institute Room No 106, Chhatnag Road Jhunsi, Allahabad (UP) Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.

5. **Place of opening of the Bids:-** Conference Hall or any other place of Harish Chandra Research Institute. Place will be intimated by the Reception staff of the institute. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.

6. **Single Bid System:-** Technical and Financial Bid (both) would be opened on 02 Feb 17 at 1600HRS.

7. **Forwarding of Bids:-** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, VAT/CST number, etc and complete postal & e-mail address of their office.

8. **Clarification regarding contents of the NIT:-** 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 purchaser will be sent to all prospective bidders who have received the bidding documents.

9. **Clarification of doubts:** - For further information/clarification in this respect, please contact Stores & Purchase Officer, HRI during working hours (**Email: [surendrayadav@hri.res.in](mailto:surendrayadav@hri.res.in) Telephone No 0532-2274382**). It will be the responsibility of the bidders to check **website <http://www.hri.res.in>** for any amendment through corrigendum in the NIT (Limited). In case of any amendment, bidders will have to incorporate the amendments in their bid accordingly.

10. **Modification and Withdrawal of Bids:-** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified.

11. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the Buyer may, at its 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.

12. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection of Bid. Conditional tenders will be rejected.

13. **Validity of Bids:** The Bids should remain valid till 90 days from the last date of submission of the Bids. However the Institute may in consent with the bidders increase the validity of bids.

14. **Delivery Period:** - Delivery period for supply of items would be 60 days from the issuance of Purchase 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. However in case of genuine reasons for late delivery, institute can waive / reduce liquid damages if firm approach in writing.

15. **TERMS OF DELIVERY**  
Local Delivery at Site

**DATE OF DELIVERY**  
The date on which the delivery is made at the consignee's site mentioned in the Purchase Order.

16. **Consignee details** -

Harish Chandra Research Institute  
(Stores & Purchase Department)  
Department of Atomic Energy  
Chhatnag Road, Jhansi  
Allahabad-211019 (UP)

17. **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 subject to Allahabad jurisdiction and Institute regulations.

18. **Performance Guarantee:** The Bidder will be required to furnish a Performance Guarantee by way of Demand Draft / FDR / Bank Guarantee through Nationalized bank / Scheduled bank 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 Purchase Order value within 20 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the warranty period mentioned in the contract. Format of Performance bank guarantee is annexed with this NIT.

19. **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 offers 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, 1986 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.

20. **Liquidated Damages:** In the event of the Seller's failure to supply the stores/goods as mentioned in the Purchase Order the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of **0.5%** of the Purchase Order price of the delayed/undelivered stores for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than **5%** of the value of delayed stores.

21. **Option Clause:** Under this clause, the Purchaser retains the right to place orders for additional quantity up to a maximum of **50% of the originally contracted quantity** at the same rate and terms of the contract. Such an option is available during the original period of contract provided this clause had been incorporated in the original contract with the supplier. Option quantity during extended DP is to be limited to 50% of balance quantity after original Delivery Period.

22. **Repeat Order Clause:** – The contract / Purchase Order will have a Repeat Order Clause, wherein the Buyer can order upto **50%** quantity of the items under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.

23. **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 Purchase 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 this Institute and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced.

24. **Risk & Expense clause: –**

(a) Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment 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) 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 be maximum 20% of the value of the contract.”

25. **Quality:** - (a) All the items to be supplied should be new, of good quality and standard and as per the technical specifications / make & model mentioned in tender document. No deviation in the make/specification will be allowed.

(b) **HARISH-CHANDRA RESEARCH INSTITUTE** reserves the right to reject any items supplied against the purchase order, if found not satisfactory at the time of supply. The rejected items, if any, shall have to be taken back and replaced by good quality items forthwith at the cost of the supplier. No payment will be made for the rejected item(s).

26. **Warranty:** - The following Warranty will form part of the contract placed on successful Bidder:-

(a) The Seller warrants that the goods supplied under the contract conform to technical specifications prescribed and shall perform according to the said technical specifications.

(b) The Seller warrants for a minimum period of **36 months or as specified by the OEM** from the date of acceptance of stores by Joint Receipt Inspection or date of installation and commissioning, whichever is later, that the goods/stores supplied under the contract and each component used in the manufacture thereof shall be free from all types of defects/failures.

(c) If within the period of warranty, the goods are reported by the Buyer to have failed to perform as per the specifications, the Seller shall either replace or rectify the same free of charge, within a maximum period of 45 days of notification of such defect received by the Seller, provided that the goods are used and maintained by the Buyer as per instructions contained in the Operating Manual.

27. **Price variation:-**

(a) No increase in rates will be allowed during the Contract Period due to any reason, after opening the bids.

(b) In case, excise duty and/or trade tax/sales tax are reduced or increased subsequently by the Government at the time of placement of the purchase order or delivery, then the same will be adjusted by either party on production of requisite proof.

28. **Taxes and Duties:** - The prices quoted should be inclusive of all taxes, packing, forwarding and freight up to HRI Campus. Harish-Chandra Research Institute will not provide any facility to send the material from Allahabad City to Harish-Chandra Research Institute Campus. **If quotes received with hidden cost, quotes will be rejected. The total amount should be clearly mentioned.**

29. **Payment Terms:** - Payment for the items to be supplied by the vendor against the purchase order shall be made by HARISH-CHANDRA RESEARCH INSTITUTE as follows:-

- (a) 100% after supply and installed as per Purchase Order and physically verified by the competent authority.
- (b) Payment shall be released within 20 days on receipt of the original bill completed in all respect.

30. **Evaluation Criteria:** - The Lowest Bid will be decided upon the lowest price quoted by technically qualified L1 firm / bidder. **Purchase Order may be placed to technically suitable qualified L1 firm / bidder on the basis of evaluation done at this institute.**

31. This NIT will be binding to the successful vendor as contract documents. Purchase Order will be issued to successful vendor with applicability of all terms & conditions of this NIT.

32. The Institute reserves the right to reject any or all quotations without assigning any reason therefore.

33. Decision of the Director of the Institute will be final and binding for all concerned.

.....sd.....  
(Ravindra Singh)  
Registrar

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**DECLARATION BY THE VENDOR**

It is hereby declared that I/We the undersigned, have read and examined all the terms and conditions etc. of the NIT document for which I/We have signed and submitted the bid under proper lawful Power of Attorney. It is also certified that all the terms and conditions of the tender document are fully acceptable to me/us and I/We will abide by the conditions from serial no. 1 to 33. This is also certified that I/We/our principal manufacturing firm have no objection in signing the purchase contract if the opportunity for the supply of the items against this tender is given to me/us.

Date:.....

Signature: .....

(Company Seal)

Address: .....

Name: .....

Designation:.....

.....

## PART – 1(B)

**BIDDER ARE REQUESTED TO PROVIDE THE FOLLOWING INFORMATION AND ATTACH PROOF OF THE SAME FOR ASSESSMENT OF THEIR CREDENTIALS**

1.	Name of the Company	
2.	Full address of company alongwith Telephone no. Fax no. E-mail address :	
3.	Local address of company for communication, if any	
4.	Are you a manufacturer or dealer / reseller ( please attach relevant document)	
5.(a)	Trade Tax / Sales Tax Registration no. with Place	
5.(b)	Income Tax Registration no. with place	

**Note:** *Those firms who are already registered with HRI, the above documents (Sl No 4&5) need not to send along with this NIT (Limited).*



**PART – 1(C)**

**TECHNICAL BID (SPECIFICATION)**

**FOR THE SUPPLY & INSTALLATION OF LINUX LOADED/READY  
NETWORK ATTACHED STORAGE (NAS)  
FOR DATA BACKUP SOLUTION OF 20 TB CAPACITY  
AT  
HARISH-CHANDRA RESEARCH INSTITUTE, JHUNSI, ALLAHABAD**

**(Bidders are requested to offer their technical bid in the following format only)**

SI No	Item Specification	Approx Qty	Please Mention Make & Model and Deviation if any																								
(1)	(2)	(3)	(4)																								
(a)	<p><b>Network Attached Storage (NAS)</b> Linux loaded/ready (NAS) for Data Backup Solution of 20 TB capacity With following specifications:-</p> <table border="1"> <tr> <td>Processor:</td> <td>Dual Cores Intel 64 bit Processor or Higher</td> </tr> <tr> <td>Memory:</td> <td>4GB DDR3 RAM or Higher</td> </tr> <tr> <td>Hard Drive:</td> <td>Should support SATAII/SATAIII HDD or SSD (3.5" and 2.5")</td> </tr> <tr> <td>Power Supply:</td> <td>Redundant Hot Swap PSU's</td> </tr> <tr> <td>Form Factor:</td> <td>Rack Mountable-2U (Max. Size)</td> </tr> <tr> <td>Interfaces:</td> <td>2x1Gbe NIC or more</td> </tr> <tr> <td>RAID Controller:</td> <td>Software based RAID Controller, which should support at least RAID Levels – 0, 1, 5, 6, 10</td> </tr> <tr> <td>NAS Operating System:</td> <td>Embedded Linux</td> </tr> <tr> <td>Data Services:</td> <td>SMB v2 for Windows, NFS v3/v4 for Linux &amp; UNIX, AFP v3.3 for Mac OS X, FTP &amp; SFTP, iSCSI target</td> </tr> <tr> <td>Remote Management:</td> <td>Web based interface</td> </tr> <tr> <td>Supported Host Operating Systems:</td> <td>Microsoft Windows, Red Hats Enterprise Linux 5/6, SUSE, Mac OS X.</td> </tr> <tr> <td>Warranty:</td> <td>03 Years (36 Months) comprehensive on-site</td> </tr> </table> <p><b>Note:</b></p> <ul style="list-style-type: none"> <li>Storage capacity should be at-least 20 TB post RAID5 or RAID6 implementation.</li> <li>Must be supplied with cable management arms and Rails to Rack mount the Server</li> </ul>	Processor:	Dual Cores Intel 64 bit Processor or Higher	Memory:	4GB DDR3 RAM or Higher	Hard Drive:	Should support SATAII/SATAIII HDD or SSD (3.5" and 2.5")	Power Supply:	Redundant Hot Swap PSU's	Form Factor:	Rack Mountable-2U (Max. Size)	Interfaces:	2x1Gbe NIC or more	RAID Controller:	Software based RAID Controller, which should support at least RAID Levels – 0, 1, 5, 6, 10	NAS Operating System:	Embedded Linux	Data Services:	SMB v2 for Windows, NFS v3/v4 for Linux & UNIX, AFP v3.3 for Mac OS X, FTP & SFTP, iSCSI target	Remote Management:	Web based interface	Supported Host Operating Systems:	Microsoft Windows, Red Hats Enterprise Linux 5/6, SUSE, Mac OS X.	Warranty:	03 Years (36 Months) comprehensive on-site	01 No	
Processor:	Dual Cores Intel 64 bit Processor or Higher																										
Memory:	4GB DDR3 RAM or Higher																										
Hard Drive:	Should support SATAII/SATAIII HDD or SSD (3.5" and 2.5")																										
Power Supply:	Redundant Hot Swap PSU's																										
Form Factor:	Rack Mountable-2U (Max. Size)																										
Interfaces:	2x1Gbe NIC or more																										
RAID Controller:	Software based RAID Controller, which should support at least RAID Levels – 0, 1, 5, 6, 10																										
NAS Operating System:	Embedded Linux																										
Data Services:	SMB v2 for Windows, NFS v3/v4 for Linux & UNIX, AFP v3.3 for Mac OS X, FTP & SFTP, iSCSI target																										
Remote Management:	Web based interface																										
Supported Host Operating Systems:	Microsoft Windows, Red Hats Enterprise Linux 5/6, SUSE, Mac OS X.																										
Warranty:	03 Years (36 Months) comprehensive on-site																										

**Signature and seal of the bidder: .....**

**PART – 2**

**FINANCIAL BID**

**FOR THE SUPPLY & INSTALLATION OF LINUX LOADED/READY  
NETWORK ATTACHED STORAGE (NAS)  
FOR DATA BACKUP SOLUTION OF 20 TB CAPACITY**

**AT**

**HARISH-CHANDRA RESEARCH INSTITUTE, JHUNSI, ALLAHABAD**

**FINANCIAL BID FORMAT**

**(Bidders are requested to offer their price bid in the following format only)**

<b>SI No</b>	<b>Description</b>	<b>DOQ</b>	<b>Qty</b>	<b>Unit Price (in Rs)</b>	<b>Total Cost (in Rs)</b>
1	2	3	4	5	Column 4 X Column 5 = Column 6
(a)	<b>Network Attached Storage (NAS)</b> Linux loaded/ready (NAS) for Data Backup Solution of 20 TB capacity  Specifications as mentioned in Technical Bid Part-1(c)	Each	01		
(b)	<b>Net Bid Price</b>				

	Percentage (%)	Included	Excluded	Not applicable
Packing and forwarding				
Excise Duty				
Customs Duty				
CST/VAT				
Insurance				
Service Tax if any				
Freight				
Any other cost if applicable				

Delivery Terms: Door delivery freight paid up to HRI, Allahabad

**Signature and seal of the bidder: .....**

## PERFORMANCE BANK GUARANTEE FORMAT

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

To,  
The Director  
Harish Chandra Research Institute,  
Deptt of Atomic Energy, Government of India  
Chhatnag Road, Allahabad

Dear Sir,

1. Whereas you have entered into a contract vide NIT 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 ( % ) of total Contract value amounting to \_\_\_\_\_ to secure its obligations to the Harish Chandra Research Institute.

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 contract, 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 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.

6. 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 \_\_\_\_\_.