

SURAT MUNICIPAL CORPORATION
HYDRAULIC DEPARTMENT
SURAT SMRAT CITY DEVELOPMENT LIMITED (SSCDL)

TENDER NOTICE NO.(ON LINE)

GM(Water-Energy)/SSCDL/HYD/ABD(1-B)/01/2016-17

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NAME OF WORK:- Providing, Manufacturing & Supplying Different Size Of Spirally Submerged Arc Welded M.S. Pipes Conforming To IS-3589:2001 For Transmission Main From Proposed Sarathana WTP To Proposed Various UGSR At Bhatena, Magob, Dumbhal & Khatodara Under CITY MISSION.

VOLUME : I TECHNICAL-BID WORK NO.02

LAST DATE OF ONLINE SUBMISSION OF TENDER: (i.e NECESSARY DOCUMENTS, CERTIFICATES, ETC.)	Dt. 23.02.2017 up to 18:00 hrs. (On line)
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LAST DATE OF SUBMISSION OF TENDER FEE & E.M.D IN HARD COPY	: On or Before Dt. 04.03.2017 up to 17:00 hrs.
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<i>(BY SPEED POST / RPAD THROUGH POSTAL AUTHORITY ONLY)</i>

To be Submitted to
The Chief Accountant,
Accounts Department,
SURAT MUNICIPAL CORPORATION
Muglisara, Surat-390 003.

SURAT MUNICIPAL CORPORATION

TENDER DOCUMENT

I N D E X

SR. NO.	PARTICULARS	PAGE NO.
1.	NOTICE INVITING TENDER [BID]	3
2.	INFORMATION TO TENDERER	7
3.	CHECK LIST	8
4.	INSTRUCTION TO TENDERER	9
5.	TERMS AND CONDITION	19
6.	DETAILED SPECIFICATION	26
7.	TENDER FORMAT	29
8.	DELIVERY PLACES	32
9.	ANNEXURE-A	33
10.	ANNEXURE-B	34
11.	IMPORTANT INSTRUCTION TO TENDERER	35
12.	ADDITIONAL INFORMATION	36
13.	SPECIMEN OF CONTRACT AGREEMENT	37
14.	SPECIMEN OF BANK GUARANTEE	40

DEPUTY GENERAL MANAGER (WATER)
SURAT SMART CITY DEVELOPMENT LTD.
SURAT MUNICIPAL CORPORATION,
SURAT.

SIGNATURE & SEAL OF TENDERER:-

NAME AND ADDRESS:-

**SURAT MUNICIPAL CORPORATION
HYDRAULIC DEPARTMENT**

1.0 NOTICE INVITING TENDER

NAME OF WORK:- Providing, Manufacturing & Supplying Different Size Of Spirally Submerged Arc Welded M.S. Pipes Conforming To IS-3589:2001 For Transmission Main From Proposed Sarathana WTP To Proposed Various UGSR At Bhatena, Magob, Dumbhal & Khatodara Under SMART CITY MISSION.

Tender Notice (On Line) No.	:	GM(Water-Energy)/SSCDL/HYD/ABD(1-B)/01/2016-17
Last date of On-line submission of Tender i.e. Necessary Documents, Certificates etc	:	Dt. 23/02/2017 up to 18:00 hrs. (On line)
Last date of submission of, Tender Fees, EMD and in Hard Copy :	:	On or Before Dt. 04/03/2017 up to 17:00 hrs. At the office of Chief Accountant, Surat Municipal Corporation, Muglisara, Surat- 395 003. (By R.P.A.D./Speed Post).
Earnest Money Deposite:	:	Rs. 25,00,000.00 shall be in the form of crossed Demand Draft of Nationalized Bank or scheduled banks like -IDBI, HDFC, ICICI, YES Bank, The surat peoples co-op bank ltd. and AXIS banks in favour of "SURAT SMART CITY DEVELOPMENT LTD." payable at Surat.
Pre-Bid	:	Bidders shall have to post their queries if any on e-mail address exen.hydraulic@suratmunicipal.org on or before Dt.17/02/2017 up to 17.00 hrs.

2.0 (A) RECEIPT AND OPENING OF TENDER :

Online Tenders will be received from the manufacturers on or before **18:00** hours on **23/02/2017** on website **smc.nprocure.com**. The tender received after due time and date specified will not be accepted.

NAME OF WORK:- Providing, Manufacturing & Supplying Different Size Of Spirally Submerged Arc Welded M.S. Pipes Conforming To IS-3589:2001 For Transmission Main From Proposed Sarathana WTP To Proposed Various UGSR At Bhatena, Magob, Dumbhal & Khatodara Under SMART CITY MISSION.

Estimated Cost	: --NA--
Earnest Money Deposit	: Rs. 25,00,000.00 Ps.
Time Limit	: 240 (Two Hundred Fourty) days
Document Fee	: Rs. 18,000.00 Ps.
Registration required	: Manufacturer Only

(B) OPENING OF TENDERS :

The Technical Bid of tenders will be opened on-line in presence of bidders and opening authority subject to receipt of Tender Fees and EMD in hard copy.

The Price bid/Commercial Bid will be opened after evaluation of Scan Documents, Scan certificates etc. mentioned in this Technical Bid.

(C) PURCHASE OF TENDER DOCUMENTS :

Tender Documents can be downloaded on website **smc.nprocure.com** from **13/02/2017 to 23/02/2017 upto 17:00 hours**

Tender documents fees of **Rs. 18,000/ (Rs. Eighteen Thousand only)** per set which is required for submission of tender towards the cost of tender documents by Pay Order or by Demand Draft of any Nationalized Bank and other Schedule Banks are IDBI Ltd., AXIS Bank, ICICI Bank, YES Bank, The Surat peoples co-op bank ltd. & HDFC Bank only, in favor of **in favour of "SURAT SMART CITY DEVELOPMENT LTD."** payable at **Surat.** and shall be submitted along with EMD and other documents. The cost of the Tender Documents will not be refunded in any circumstances. The Surat Municipal Corporation shall not be liable for any postal delay in any case. The Tender Fee in the form of Cheque, FDR shall not be accepted.

(D) CONTRACT PERIOD:

The total contract period is hereby fixed as **240 (Two Hundred Fourty) days** from letter of intimation of PAC plus 15 Days.

(E) Tenderer must comply with and agree to all instructions & requirements in the Notice and in the Instructions to Tenderers, including requirements in the Contract Documents.

- (a) All tenders must be submitted in the prescribed Tender form.
- (b) Each tender must be accompanied by the Tender Security (Earnest Money Deposit) **Rs. 25,00,000/-** as specified.
- (c) The successful tenderer shall execute the Contract Agreement within fifteen days after the date of Notice of award.
- (d) **The successful Tenderer will be required to furnish a performance bond (Security Deposit) of an amount equal to (4%) Four percent of the tendered amount.**
- (e) The tender and tender guarantee bond (Earnest Money Deposit) shall be submitted by the Agency in whose name tender has been issued. Transfer of tender documents to any other party is prohibited.
- (f) All intending tenderers will have to purchase digital signatures in order to participate in the online bidding process.

(F) RECEIPT OF TENDER DOCUMENTS:

The following details are to be submitted on-line on smc.nprocure.com:

- 1) Scan Copy of Tender Document fees and EMD Details
- 2) Scan Copy of Part-3, Annexure - A and B, Part-5 given in Tender Format of this tender document along with all necessary supporting documents.
- 3) Scan Copy of Necessary Documents, Certificates etc. (as mentioned in This Technical Bid)
- 4) Scan Copy of Addenda and Corrigendum (if any).
- 5) Commercial Bid

Note :-

- ALL Necessary Documents, Certificates like B.I.S. Certificate & I.S.O. Certificate of Current validity , Excise Registration, VAT/C.S.T. Registration, Work Experience Certificates of similar works, Partnership Deed If any, Power of Attorney If any, Valid Bank Solvency etc. **must be colored scanned to be seen as a original. Scanning in black and white or gray shall not be acceptable**
- All the documents must **be notarized with clearly displaying stamp, number and name of the notary.**

The following details shall be submitted in hard copy at prescribed address:

- 1) Tender fees in prescribed format
- 2) Earnest Money Deposit in prescribed format
- 3) Annexure – B(Affidavit)

Please note that only above mentioned Documents shall be submitted to Chief Accountant of S.M.C. in hard copy.

Please note that commercial bid shall not be submitted in hard copy under any circumstances. This will hold the tender liable for rejection.

RIGHTS RESERVED:

Without assigning any reason, The Surat Municipal Corporation reserves the right to reject the lowest or any other or all tenders or part of its. To waive any informality or irregularity in any tender, which in the opinion of the Surat Municipal Corporation does not appear to be in its best interest and the tenderer shall have no cause of action or claim against the Surat Municipal Corporation or its officers, employee, successors or assignees for rejection of this tender.

The Surat Municipal Corporation further reserves the right to withhold issuance of the notice to proceed, after execution of the contract agreement by the successful Tenderer. The Surat Municipal Corporation is not obliged to give reasons for any such action.

During Tender validity period, if any Tenderer withdraws or makes any modifications or additions in the terms and conditions on his own in this tender, then The Surat Municipal corporation shall without prejudice to any right or remedy be at liberty to reject the tender and forfeit the Earnest Money Deposit in full. Such Tenderer may be disqualified from tendering for further works under the jurisdiction of The Surat Municipal Corporation.

The Surat Municipal Corporation reserves the right to increase or decrease the scope of work and split the tender in two or more parts without assigning any reason even after the award of contract.

DEPUTY GENERAL MANAGER (WATER)
SURAT SMART CITY DEVELOPMENT LTD.
SURAT MUNICIPAL CORPORATION,
SURAT.

SIGNATURE & SEAL OF TENDERER:-

NAME AND ADDRESS:-

DATE:-

PLACE:-

3.0 INFORMATION TO TENDERER:

[1]	Tender validity period	One hundred twenty (120) calendar days from the date of Opening of Price Bid of the tender
[2]	Earnest Money Deposit	Rs.25,00,000.00 Ps.
[3]	Security Deposit	Four Percent (4%) of tendered Amount.(As per IT -14)
[4]	Time of Completion	For the complete contract 240 (Two Hundred Fourty) days
[5]	Period of liability for work.	Twelve Months after completion of work. (i.e. 12 months from the date of receipt of the last lot of the material.)
[6]	Penalty for delay	Zero Point Two percent (0.2%) of the value of un executed ordered material per day maximum up to ten percent of the value of un executed ordered material.
[7]	Date of download of tender	13/02/2017 to 23/02/2017 up to 17:00 hrs from smc.nprocure.com
[8]	Last date of On-line submission of Tender i.e. Necessary Documents, Certificates etc.	Date: 23/02/2017 upto 18:00 hrs.
[9]	Last date of submission of, Tender Fees, EMD and in Hard Copy :	On or Before Dated. 04/03/2017 up to 17:00 hrs.
[10]	Pre-Bid:	Bidders shall have to post their queries if any one-mail address exen.hydraulic@suratmunicipal.org.in on or before Dt. 17/02/2017 up to 17.00 hrs.

DEPUTY GENERAL MANAGER (WATER)
SURAT SMART CITY DEVELOPMENT LTD.
SURAT MUNICIPAL CORPORATION,
SURAT.

SIGNATURE & SEAL OF TENDERER:-

NAME AND ADDRESS:-

DATE:-

PLACE:-

4.0 CHECK LIST

1. Tenderers to note last date and time of submission of Tender Fees and EMD, Which are to be submitted in Separate cover and that they are to be posted by Registered Post A. D. / Speed Post only in the covering envelope, Which is to be superscripted as **“Providing, Manufacturing & Supplying Different Size Of Spirally Submerged Arc Welded M.S. Pipes Conforming To IS-3589:2001 For Transmission Main From Proposed Sarathana WTP To Proposed Various UGSR At Bhathena, Magob, Dumbhal & Khatodara Under SMART CITY MISSION.”**
2. Scan Copy of Part-3, Part-5, Annexure - A and B given in Tender Format of this tender document along with all necessary supporting documents should be digitally signed and submitted on-line on smc.nprocure.com.
3. Tender Security Bond for Earnest Money Deposit should be submitted as per Articles IT-05 (Earnest Money Deposit)
4. Conditional tender will be rejected outright by the SURAT MUNICIPAL CORPORATION, without giving any reason.
5. All information as demanded should be submitted in scan copy only.
6. **Please verify before Online submission that Necessary Documents, Certificates etc. must be colored scanned to be seen as a original.**

7. Special Note:-

The following details are to be submitted on-line on smc.nprocure.com:

- 1) Scan Copy of Tender Document fees and EMD Details
- 2) Scan Copy of Part-3, Part-5 and Annexure - A and B given in Tender Format of this tender document along with all necessary supporting documents.
- 3) Scan Copy of Necessary Documents, Certificates etc. (as mentioned in This Technical Bid)
- 4) Scan Copy of Addenda and Corrigendum (if any).
- 5) Commercial Bid
- 6) **All Fee/Security/Bond like EMD (Earnest Money Deposit), SD (Security Deposit), Tender Fee etc. shall be in favour of “SURAT SMART CITY DEVELOPMENT LTD.” payable at Surat Only. Please note the point for this wherever in tender document.**

Note :-

- ALL Necessary Documents, Certificates like B.I.S. Certificate & I.S.O. Certificate of Current validity , Excise Registration, VAT/C.S.T. Registration, Work Experience Certificates of similar works, Partnership Deed If any, Power of Attorney If any, Valid Bank Solvency etc. **must be colored scanned to be seen as a original. Scanning in black and white or gray shall not be acceptable**
- All the documents must **be notarized with clearly displaying stamp, number and name of the notary.**

The following details shall be submitted in hard copy at prescribed address:

1. Tender fees in prescribed format
2. Earnest Money Deposit in prescribed format
3. Annexure – B(Affidavit)

Please note that only above mentioned Documents shall be submitted to Chief Accountant of S.M.C. in hard copy.

5.0 INSTRUCTIONS TO TENDERERS:**IT-01 GENERAL:**

The Tender documents may be secured in accordance with the Detail Tender Notice for the work called **“Providing, Manufacturing & Supplying Different Size Of Spirally Submerged Arc Welded M.S. Pipes Conforming To IS-3589:2001 For Transmission Main From Proposed Sarathana WTP To Proposed Various UGSR At Bhathena, Magob, Dumbhal & Khatodara Under SMART CITY MISSION.”**

IT-02 INVITATION OF TENDER:

The SURAT MUNICIPAL CORPORATION hereinafter referred so as the Corporation will receive tenders for **“Providing, Manufacturing & Supplying Different Size Of Spirally Submerged Arc Welded M.S. Pipes Conforming To IS-3589:2001 For Transmission Main From Proposed Sarathana WTP To Proposed Various UGSR At Bhathena, Magob, Dumbhal & Khatodara Under SMART CITY MISSION.”**

The Technical-Bid of the tenders will be opened at the office of The Executive Engineer (Housing), SURAT MUNICIPAL CORPORATION, Surat, in the presence of tenderers or their representatives who are present. The Corporation reserves the right to reject the lowest or any other or all tenders or part of it which in the opinion of the Corporation does not appear to be in its best interest, and the tenderer shall have no cause of action or claim against the Corporation or its officers, employees, successors or assignees for rejection of his tender.

IT-03 LANGUAGE OF TENDER :

Tender shall be submitted in English, and all information in the tender shall also be in English. Information in any other languages shall be accompanied by its translation in English. Failure to comply with this may make the tender liable to reject.

IT-04 TENDER DOCUMENTS:

"Demand Draft for E.M.D. & Tender Fee shall be Submitted in electronic format only through online (by scanning) while uploading the bid. This submission shall mean that EMD and Tender Fee are received for purpose of opening the bid. Accordingly offer of those shall be open whose EMD and tender Fee is received electronically. However for the purpose of realization of DD Bidder shall send the DD in original through RPAD/ Speed Post so as to reach to Account Department (Main Office) before Dt. 04/03/2017 up to 17: 00 hrs. Penetrative action for not submitting DD in original to Account department (Main Office) by Bidder Shall be intimated and action shall be taken for abeyance of registration and cancelation of E-tendering code for 01 (One) year. Any documents in supporting of Bid shall be in electronic format only through online (By Scanning) and hardcopy will not be accepted separately"

Every tenderer shall submit their tender according to following only:

The following details are to be submitted on-line on smc.nprocure.com:

- 1) Scan Copy of Tender Document fees and EMD Details
- 2) Scan Copy of Part-3, Part-5 and Annexure - A and B given in Tender Format of this tender document along with all necessary supporting documents.
- 3) Scan Copy of Necessary Documents, Certificates etc. (as mentioned in This Technical Bid)
- 4) Scan Copy of Addenda and Corrigendum (if any).
- 5) Commercial Bid

Note:-

- ALL Necessary Documents, Certificates etc. **must be colored scanned to be seen as an original. Scanning in black and white or gray shall not be acceptable**
- All the documents must **be notarized with clearly displaying stamp, number and name of the notary.**

The following details shall be submitted in hard copy at prescribed address:

- 1) Tender fees in prescribed format
- 2) Earnest Money Deposit in prescribed format
- 3) Annexure – B(Affidavit)

Please note that only Tender Document fees and EMD shall be submitted to Chief Accountant of S.M.C. in hard copy in favor of “SURAT SMART CITY DEVELOPMENT LTD.” payable at Surat Only.

Technical Bid and Price Bid are not to be submitted in Physical Form. Please note that Non submission of Technical Bid as well as Price bid does not absolve the bidders from any liability created from the bid condition and bidding process. Technical-Bid & Price bid in Hard copy shall be submitted by Successful Bidders upon intimation from SMC.”

IT- 05 EARNEST MONEY DEPOSIT:

- (A)** Each tender must be accompanied by a tender guarantee bond (Earnest Money Deposit) of **Rs. 25,00,000.00** Total amount of EMD shall be deposited in the form of Crossed Demand Draft / Pay order of Local Nationalized Bank or scheduled banks like -IDBI, HDFC, ICICI, YES Bank, The Surat peoples co-op bank ltd.and AXIS banks, drawn in favour of **“SURAT SMART CITY DEVELOPMENT LTD.” payable at Surat.** payable at Surat.

The Earnest Money in the form of Cheque, FDR shall not be accepted.

The tender bond, shall be valid for a period of not less than **One hundred and twenty (120) calendar days from the date of Opening of Price Bid of the tender** and shall comply with the requirements for Bond as stipulated in the general conditions of contract. The tender guarantee bond will be held by the Corporation as a guarantee that the

tenderer. If awarded the contract, will enter into the contract agreement in good faith and furnish the required bonds. Any tender not accompanied by a Tender Guarantee in the form of earnest money deposit by Bank Draft for the sum stipulated in the Tender Document will be summarily rejected.

The tenderer shall have an option to remit the 50% amount of E.M.D.(i.e. **Rs.12,50,000.00**) in form of bank guarantee as per enclosed prescribed format. In this case remaining 50% amount will be in form of draft/pay order as mentioned above in "A".

- (B) The Earnest Money Deposit will be refunded to the unsuccessful Tenderers after the award has been finalized, as per prevailing norms of the SURAT MUNICIPAL CORPORATION.
- (C) The Earnest Money Deposit (Tender guarantee) will be forfeited in the event, the successful Tenderer fails to accept the contract and fails to submit the performance Guarantee Bond to the owner as stipulated in this tender documents within Fifteen days after receipt of notice of award of contract. In such case, the Corporation may disqualify the Tenderer from tendering for further works, under the jurisdiction of the Corporation (The SURAT MUNICIPAL CORPORATION)
- (D) The Earnest Money Deposit of the successful tender shall be returned after the performance guarantee bond, as required, is furnished by the successful Manufacturers.
- (E) No interest shall be paid by the owner on any tender guarantee.
- (F) The Manufacturers who are registered with DGS & D or CSPO and they quoted on the basis of the rates of R.C. prevailing at the time of submitting tender, only are exempted from paying E.M.D. except on the estimated amount of transportation, provided that their rates are as per the rate contract (R.C.)of their registration and also documentary evidence to that effect are furnished along with the tenders.

IT-06 SUBMISSION OF TENDER DOCUMENT:

1. Cover-1 to be submitted in hard copy.
 - a) The Sealed Cover-1 super scribed as: for the work of **“Providing, Manufacturing & Supplying Different Size Of Spirally Submerged Arc Welded M.S. Pipes Conforming To IS-3589:2001 For Transmission Main From Proposed Sarathana WTP To Proposed Various UGSR At Bhatena, Magob, Dumbhal & Khatodara Under SMART CITY MISSION.”**Also mention the name and address of tenderer, tender notice number on the cover and to be submitted to the Chief Accountant, SURAT MUNICIPAL CORPORATION, Muglisara, Surat – 395 003.

The Cover-1 will contain two sealed covers namely Cover-I, & Cover-II.

(i) Cover-I (E.M.D.Cover)

It will contain only Bank Guarantee and Demand Draft/ Pay Order in favour of **“SURAT SMART CITY DEVELOPMENT LTD.” payable at Surat** only to be forwarded towards E.M.D. The direct or indirect mention regarding cost & Annexure – B (Affidavit) in this cover shall be liable for outright rejection of tender.

(ii) Cover-II (Tender fee)

It will contain only pay order or demand draft in favour of **“SURAT SMART CITY DEVELOPMENT LTD.” payable at Surat** only to be forwarded towards tender fee. The direct or indirect mentioned regarding cost in this cover shall be liable for outright rejection of tender.

(b) Qualification & Technical Bid to be submitted On-line

It will contain **Only filled in & completed Qualification bid issued by** Municipal Corporation, Surat along with attested true copies of necessary certificates, etc. regarding their experience of similar type of work, solvency, registration, turn-over, details of work on hand, manpower & machineries etc. The direct or indirect mention regarding cost in this cover shall be liable for outright rejection of tender.

2. Tenderer shall be required to submit the following enlisted necessary documents in **colored scanned to be seen as an original. Scanning in black and white or gray shall not be acceptable.**

1. Scan Copy of Earnest Money Deposit & Tender fee by Pay Order/Demand Draft
2. List of the works already completed in prescribed Performa as per ANNEXURE-A and B attested **copies of certificates from head of the office concerned for completion of the works.**
3. Latest (within one year from the last date of submission of the tender) Bank Solvency Certificate of minimum amount of Rs. **500.00** lacs.
If bidder cannot able to submit the latest bank solvency certificate then bidder shall be required to submit the additional Security Deposit amounting 5% of tender amount in form of FDR/Demand Draft of Nationalized bank or Scheduled banks mentioned in tender in favor of **"SURAT SMART CITY DEVELOPMENT LIMITED"** payable at Surat and shall be submitted along with EMD & Tender Fee . The duration of F.D.R. shall be the Scheduled time required to complete the supply / Date of last supply
4. Attested copy of partnership deed, power of attorney, etc.
5. Passport size photographs of all the partners (in case of partnership firm) to be fixed on relevant page of the tender document.
6. As per Govt. of India (Central Vigilance Commission) tenders should submit the following certificates along with the tender.

- (1) Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year. Should be at least 30% of the estimate cost.(i.e. Rs. 750 lacs)
- (2) Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be other of the following.:-
 (a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost. .(i.e. Rs.1000 lacs)
 or
 Two similar complete works costing not less than the amount equal to 50% of the estimated cost. .(i.e. Rs. 1250 lacs)
 or
 One similar completed work costing not less than the amount equal to 80% of the estimated cost. .(i.e. Rs. 2000 lacs)
- (3) Definition of similar work means Manufacturing and supplying of same categories of M.S. pipes

Following enhancement factors will be used for the cost of works executed and the financial figures to a common base for the value of the works completed in India.

Year Before	Multiplying Factor
Immediate last year of the assessment year	1.10
Second	1.21
Third	1.33
Fourth	1.46
Fifth	1.61
Sixth	1.77
Seventh	1.95

- (G) BIS Certificate and ISO Certificate of Current Validity.
 (H) Excise Registration, VAT/C.S.T. Registration, EPF Registration.
 (I) Addenda & Corrigendum (if any).
 (J) Part-3, Part-5 and Annexure B given in Tender Format of this tender document.

3. Submission of a tender by a tenderer shall mean that he has read this notice and contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and nature required quantities of materials stores, tools and plants etc. that may be required by him in carrying out the work and of local conditions and laws and byelaws of the Government, SURAT MUNICIPAL CORPORATION and other factors bearing influence on the execution and cost of the works.

- 4 The tenders will be opened online in presence of bidders and opening authority. The tenders will be evaluated in two stages i.e. qualification Bid & Technical Bid in first stage and Price Bid for qualified bidder in second stage.

Hard copy cover containing EMD & Tender Fees will be opened by competent authority of, Surat Municipal Corporation on next working day after last date of receipt of the EMD & Tender fee, if possible at 4.30 P.M. Tenderer's authorized representatives may remain present at the time of opening of the EMD & Tender Fees of tender. Online submitted Price Bid shall not be opened until scrutiny of qualification and technical bid is completed by Surat Municipal Corporation. Initially scrutiny of all the records of experience, registration, turnover & solvency etc. as submitted by the tenderer online pertaining to qualification criteria mentioned in tender shall be carried out by Surat Municipal Corporation. Technical bid data submitted online of only those bidders whose experience, registration, solvency & turnover etc. at least match with or are superior to the qualification criteria mentioned in tender will be considered for evaluation. Online submitted Price Bid shall not be opened until scrutiny of Technical bid of bidders meeting qualification criteria mentioned in tender is completed by Surat Municipal Corporation. Only successful bidder whose technical bids are qualified will be informed accordingly. After scrutiny of technical-bid, Online submitted Price-Bid (Volume-II) of only those tenderers will be opened whose tenders & E.M.D. are found fulfilling the requirement of the tender terms & conditions, who meet qualification criteria mentioned in tender and whose technical bid is evaluated and qualified on a date convenient to Surat Municipal Corporation. Tenderers authorized representatives may remain present at the time of opening of the Price-Bid of tender. Conditional tenders are liable to be rejected. Tender without required E.M.D. & Tender Fees will be summarily rejected without assigning any reasons thereof.

5. Tender shall stand rejected if:

- The tenderer proposes any alteration in the work specified or any conditions or corrections made in the Schedule – B. (Price Bid).
- (a) Any erasure is made in the tender unauthenticated or any page or a page is/are removed or replaced.
 - (b) The tenderer shall submit the tender who satisfies each and every condition laid down in the notice tender documents, failing which the tender will be liable for rejection.
 - (c) Tenderer's tender/quotation containing conditions shall be liable for rejection out rightly without assigning any reason for the same.
 - (d) Conditions specified in the Price-Bid in modification to those conveyed in the tender shall render the price bid offered without assigning any reasons.
 - (e) Stipulates the validity period less than what is stated in the form of tender.
 - (f) Stipulates his own conditions.

- (g) Does not quote his rates inclusive of Excise Duty (where ever applicable) and other terminal or sales tax or central taxes in his rates.
 - (h) Does not disclose the full names and address of all his partners in the case of partnership firm.
 - (i) Does not fill in and sign the tender form as well as the bill of quantities and rates, annexure, specifications etc.
 - (j) Does not pay the Earnest Money Deposit & Tender Fee by Demand Draft / Pay order within Time specified in Tender (Cover-1).
 - (k) Does not submit the tender before the stipulated time and specified date in the Accountant's office as directed.
 - (m) Does not attach all the relevant documents in IT-06.
 - (n) The tenderer proposes any alterations in the work specified in the tender or in the time limit allowed for carrying out the work or any other condition.
6. Scanned copy of required tender documents including specifications should be digitally signed by the Contractor
 7. The tenderer shall submit the tender who satisfies each and every condition laid down in this notice and tender documents failing which the tender is liable for rejection.
 8. Notice of inviting tenders shall be a part of the contract documents.
 9. Acceptance of tenderer/quotation will rest with the competent authority of SURAT MUNICIPAL CORPORATION who does not bind himself to accept the lowest and reserves the right to accept or to reject any or all quotations / tenders and no reasons will be given for acceptance or rejection thereof.
 10. Tender once accepted shall be binding on the Manufacturers even if the formal agreement is not signed.
 11. Tender once offered can not be withdrawn except with the permission of head of the concerned department, SURAT MUNICIPAL CORPORATION, Surat.
 12. The successful tenderer shall be required to enter in to an agreement with Municipal Corporation after placing the work order for the said work from SMC.
 13. Unless specifically mentioned by the tenderer for the extra payment of taxes on price quoted by them it will be presumed that the prices quoted are inclusive of all the taxes and no claim will be entertained for payment of extra taxes, duties and any such incidentals etc. on the bills submitted by them.
 14. No claim for interest and / or damages shall be entertained for the delay in payment of bills and / or any such dues from the SURAT MUNICIPAL CORPORATION, for any reason, whatsoever.
 15. The Price-Bids of only the qualified bidders/tenderers will be opened. The date and time of which will be intimated to the qualified bidders/tenderers from the office of the DEPUTY GENERAL MANAGER (WATER).
 16. SURAT MUNICIPAL CORPORATION reserves the right to open or not to open any or all Price-Bid without assigning any reason thereof.

IT-07 TENDER VALIDITY PERIOD:

The validity period of the tender submitted for this work shall be of **one hundred twenty (120) calendar days from the date of Opening of Price Bid of the tender** and that the Tenderer shall not be allowed to withdraw or modify the tender offer on his own during the validity period. If any tenderer withdraws, or makes any modifications or additions in the terms and conditions on his own in his tender, then The SURAT MUNICIPAL CORPORATION shall, without prejudice to any right or remedy, be at liberty to reject the tender and forfeit the Earnest Money Deposit in full.

IT-08 SIGNING OF TENDER DOCUMENTS:

If the Tender is made by an individual, it shall be signed with his full name above his current address. If the tender is made by a proprietary firm it shall be signed by the proprietor above his name and the name of his firm with his current address.

If the tender is made by a firm in partnership, it shall signed by all the partners of the firm above their full names and current addresses or by a partner holding the power of attorney for the firm signing the tender in which case a certified copy of the power of attorney shall accompany the tender. A certified copy of the partnership deed, current addresses of all the partners of the firm shall also accompany the tender.

If the tender is made by a limited company or a limited Corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the Tender in which case a certified copy of the power of attorney shall accompany the tender. Such limited Company or Corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.

If the tender is made by a group of firms, the sponsoring firm shall submit complete information pertaining to each firm in the group and state along with the bid as to which of the firms shall have the responsibility for tendering and for completion of the contract documents and furnish evidence and for completion of contract documents.

The full information and satisfactory evidence pertaining to the participation of each member of the group of firms in the tender shall be furnished along with the tender.

All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be stated below their signatures. All signatures in the Tender document shall be dated.

IT-09 WITHDRAWAL OF TENDERS:

If, during the tender validity period, the tenderer withdraws his tender, the Tender Security (Earnest Money) shall be forfeited and the Tenderer may be disqualified from tendering for further works under the jurisdiction of SURAT .

IT-10 INTERPRETATIONS OF TENDER DOCUMENT:

Tenderers shall carefully examine the tender documents and fully inform themselves as to all the conditions and matters, which may in any way affect the work or the cost thereof. Should a tenderer find discrepancies, error or omission from the specifications or other documents or should he be in doubt as to their meaning he should at once address query to the concerned authority. Any resulting interpretation of the tender documents will be issued to all tenders as an addenda corrigendum.

IT-11 ERRORS AND DISCRIPANCIES IN TENDERS:

In case of conflict between the figures and words in the rates, the rates expressed in words shall prevail and apply in such cases.

IT-12 MODIFICATIONS OF DOCUMENTS:

Modification of specifications and extension of the closing date of the tender, if required, will be made by an addendum. Copies of each addendum will be sent to all tenderers. These shall be signed and shall form a part of tender. The tenderer shall not add to or amend the text of any of the documents except in so far as may be necessary to comply with any addenda.

IT-13 ERRATA, ADDENDA AND CORRIGENDUM:

Addenda form part of the contract documents & full consideration shall be given to all addenda in the preparation of tenders. Tenderers shall verify the number of addenda issued, if, any and acknowledge the receipt of all Addenda in the Tender. Failure to acknowledge may cause the Tender to be rejected.

A. The Engineer of the owner may issue Addenda to advise Tenderers of changed requirements. Such addenda may modify previously issued Addenda.

B. No Addendum may be issued after the time stated in Notice Inviting Tenders.

IT-14 PERFORMANCE GUARANTEE (SECUTIRY DEPOSIT) AND RETENTION MONEY:

The total Security Deposit is 4% (Four) percent of contract value and shall be as under:

The successful tenderer shall have to pay as initial security deposit at 2% (two) percent of the tendered amount. Security Deposit (2%) shall be in cash or in the form of Demand Draft/ Bank Guarantee / Fixed deposit of nationalized bank are IDBI Ltd., AXIS Bank, ICICI Bank, YES Bank, The Surat people's co-op bank ltd & HDFC Bank only issue in favor of **in favour of "SURAT SMART CITY DEVELOPMENT LTD." payable at Surat.** The duration of F.D.R shall be the Scheduled time required to complete the supply/Actual date of last supply plus twelve months of defect liability period, whichever is more.

The remaining amount of the Security Deposit i.e. 2% of tendered amount shall be recovered from the running bills at the rate of 2% of the gross amount of each bill, so as to make the total Security Deposit of 4% of the tendered amount. The amount recovered from the running bills shall not be allowed to be transferred in

the form of bank guarantee. However, the remaining 50% (2% of security deposit) of the amount so deducted from R.A.Bills will be allowed for conversion in the form of interest bearing fixed deposit receipt, issued in favour of **“SURAT SMART CITY DEVELOPMENT LTD.” payable at Surat** by a Nationalized Bank and schedule bank are IDBI Ltd., AXIS Bank, ICICI Bank, YES Bank, The surat peoples co-op bank ltd & HDFC Bank only located at Surat only. The initial security deposit 2% submitted will be refunded after payment of final bill and remaining 2% of security deposit deducted from the running bill will be refunded only after the expiry of defect liability period and after payment of final bill, and after rectifying the defects found if any, within defect liability period as intimated by S.M.C
If the security deposit is not paid within 15 days from the date of work order then the penalty at the rate of 0.065% per day of the amount of security deposit will be charged. If the security deposit is not paid within one month with interest, the contract already accepted shall be considered as cancelled and his Earnest money deposit shall be forfeited.

IT-15 STAMP DUTY:

The successful Tenderer shall have to enter in to an agreement in a non-judicial stamp paper of Gujarat State of necessary amount as per the form of the agreement approved by the Municipal Corporation, Surat.

IT-16 NON – TRANSFERABLE:

Tender documents are not transferable.

IT-17 COST OF TENDERING:

The owner will not defray expenses incurred by Tenderer in tendering.

IT-18 CHANGE IN QUANTITY:

The SURAT MUNICIPAL CORPORATION reserves the right to waive any informality in any tender and to reject one or all tenders without assigning any reasons for such rejection and also to vary quantities of items or group as specified in the schedule of price as may be necessary but such variation will be limited to within plus or minus 30% (Thirty percent) of the contract price.

IT-19 Delivery Period :

Delivery of the pipes shall be completed within **240 (Two Hundred Fourty) days** from the date mentioned in the Confirmed Order. However, Surat Municipal Corporation shall place dispatch schedule (sub-order) as per the requirement and Manufacturers must complete the supply within time limit specified in the sub-order.

The Project Authority Certificate (PAC) for the Excise exemption shall be sent to the Collector shri by Municipal Corporation and same shall be intimated to the successful bidder. Any document to opt the PAC shall be furnished by SMC but the laisening to opt the PAC from Collector office shall be done by successful

bidder. Time limit shall be considered after 15 (Fifteen) days from the date of letter of intimation of PAC.

If supplier fails to do so, he shall have to pay the penalty per day at a rate 0.2% of the value of unexecuted ordered material. The maximum penalty shall be 10% of the value of unexecuted material. The decision of Surat Municipal Corporation shall be final and binding to the tenderer for recovery of penalty.

If successful tenderer fails to supply the ordered material as per the specifications within stipulated period, the Corporation shall have right to procure the same or the similar material from the other agency as deemed fit at the supplier's risk and cost. The extra cost thus imposed shall be recovered from the successful tenderer (i.e. the supplier who fails to supply) and the decision of the Municipal Commissioner shall be final, conclusive and binding to tenderer.

IT-20 RIGHTS RESERVED:

The SURAT MUNICIPAL CORPORATION reserves the right to reject any or all tenders, to waive any informality or irregularity in any tender without assigning any reason. The SURAT MUNICIPAL CORPORATION further reserves the right to withhold issuance of the notice to proceed after execution of the contract agreement, for the period of 15 days and no additional payment will be made to the successful Tenderer on account such withholding. The SURAT MUNICIPAL CORPORATION is not obliged to give reasons for any such action.

IT-21 RIGHTS TO REDUCE THE SCOPE OF WORK:

Municipal Commissioner reserves the right to reduce the scope of work and split the tender in two or more parts without assigning any reason even after the award of contract.

IT-22 All Fee/Security/Bond like EMD (Earnest Money Deposit), SD (Security Deposit), Tender Fee etc. shall be in favour of "SURAT SMART CITY DEVELOPMENT LTD." payable at Surat Only. Please note the point for this wherever in tender document.

DEPUTY GENERAL MANAGER (WATER)
SURAT SMART CITY DEVELOPMENT LTD.
SURAT MUNICIPAL CORPORATION,
SURAT.*

**SURAT MUNICIPAL CORPORATION
HYDRAULIC DEPARTMENT
TERMS AND CONDITIONS**

- (01)** The awardee agency shall have to submit a "test report" as to examination analysis having been done regarding purity, geniuses, fitness, satisfaction of the product, material, goods, articles supplied every time. In addition, SMC may also send the materials supplied by the successful tenderer for test(s) / analysis to ensure that the supply made is not of inferior standard, quality but conforming IP/BP/USP and/or BIS/ISO standard(s) as the case be taking into consideration the specification(s). Also, SMC will have the right to reject the defective products, materials, goods, articles as well as the same having working life less than the normal required time and/or the working life of the same is falling overdue in near future and/or expiry period, date is abnormally less and falling due in near future preventing the use, utilization of the required supplies
The awardee agency will have to pay the cost thereof and will also have to pay the cost of products, materials, goods, articles of inferior quality or to replace them against particular batch supplied plus such other amount towards liquidated damages for each default and any such decision at SMC end shall be final and binding upon the awardees agency.
- (02)** On awarding the contract, the tenderer i.e. the awardee agency if fails to fulfill the provisions of any of the clauses to supply the products, materials, goods, articles in quantity, time and at such rate as per PART-4, and/or as mentioned in work/purchase Order/Notice of award of contract, fails to replace the rejected supplies to the SMC's satisfaction, the required products, materials, goods, articles will be procured from the open market at the risk and cost of the tenderer.
- (03)** On awarding the contract, the awardees agency shall have to ensure complete quantity as mentioned in COLUMN - 4, PART - 4. There may be a variation upto (+) or (-) 30 % in the quantity of products, materials, goods, articles and the procurement thereof may be resorted to by SMC in partial quantity and/or by way of staggered supply
- (04)** The lowest price, rate shall not be the sole criterion but emphasis will be given on quality of products, materials, goods, articles required as is in PART - 4.
- (05)** Deliveries shall be ensured at the places as detailed in PART - 5 and no extra charges will be paid for.
"THE DELIVERY OF THE SUPPLIES THROUGH ROAD TRANSPORT SHALL BE TAKEN ONLY DURING THE OFFICE HOURS ON WORKING DAYS. ANY LOSS ARRISING OUT DUE TO NON OBSERVENCE OF THIS INSTRUCTION WILL BE BORNE BY THE AWARDEE AGENCY."

- (06) The tenderer/bidder shall extend all the benefits to the SMC such as any kind of discount, rebate, commission, incentives normally offered to any other buyer in the form of gift or otherwise as part of the Sales Promotion Scheme(s). If any such sales promotion scheme(s) is/are already launched by the tenderer and is/are in force while the tender process is on, mention of details of such scheme(s) be made at item-7 of PART-3, (If no such sales promotion scheme(s) exist mention NIL.), if any sales promotion scheme(s) is/are launched after submission of tender and the tenderer is awarded with the contract by the SMC, all the benefits of the said sales promotion scheme(s) during the continuance of said scheme(s) shall have to be made available during the period of contract.
- (07) Literature in detail on products, materials, goods, articles quoted in PART - 4 must be submitted along with the tender.
- (08) Tenderer should invariably pay Earnest Money Deposit (EMD) of **Rs.25,00,000.00 Ps** Tender/ bid without EMD or that of insufficient amount will not be considered.
- (09) The total Security Deposit is 4% (Four) percent of contract value and shall be as under:
The successful tenderer shall have to pay as initial security deposit at 2% (two) percent of the tendered amount. Security Deposit (2%) shall be in cash or in the form of Demand Draft/ Bank Guarantee / Fixed deposit of Nationalized and schedule bank are IDBI Ltd., AXIS Bank, ICICI Bank, YES Bank, The surat peoples co-op bank ltd & HDFC Bank only issue in favour of **“SURAT SMART CITY DEVELOPMENT LTD.” payable at Surat** payable at Surat. The duration of F.D.R shall be the Scheduled time required to complete the supply/date of last supply plus twelve months of defect liability period.
The remaining amount of the Security Deposit i.e. 2% of tendered amount shall be recovered from the running bills at the rate of 2% of the gross amount of each bill, so as to make the total Security Deposit of 4% of the tendered amount. The amount recovered from the running bills shall not be allowed to be transferred in the form of bank guarantee. However, the remaining 50% (2% of security deposit) of the amount so deducted from R.A.Bills will be allowed for conversion in the form of interest bearing fixed deposit receipt, issued in favour of **“SURAT SMART CITY DEVELOPMENT LTD.” payable at Surat** by a Nationalized Bank and schedule Bank are IDBI Ltd., AXIS Bank, ICICI Bank, YES Bank, The surat peoples co-op bank ltd & HDFC Bank only located at Surat only. The initial security deposit 2% submitted will be refunded after payment of final bill and remaining 2% of security deposit deducted from the running bill will be refunded only after the expiry of defect liability period and after payment of final bill, and after rectifying the defects found if any, within defect liability period as intimated by S.M.C. Upon a request received from the awardee agency, EMD placed may be converted into Security Deposit (SD). The Security Deposit will be returned after the fulfilment of obligation created under the Contract awarded.

- (10)** If the successful tenderer i.e. awardee agency fails to ensure the required supplies as in PART - 4 as well as that specified in purchase/work order/Notice of award of contract from time to time for the quantity and/or quality and/or the performance of such supply/supplies is/are found of an inferior quality, and/or in less than the required quantity, the Earnest Money Deposit (EMD) and /or Security Deposit (SD) will be forfeited at once. Also, Penalty will be imposed per day generally up to 10% of the consideration of contract.
- (11)** No interest shall be paid on Earnest Money Deposit (EMD) and/ or Security Deposit (SD) placed.
- (12)** (a) Rates/Prices to be quoted should be inclusive of all Central/State taxes, levies, Transportation, handling charges F.O.R. SMC's delivery places as mentioned in PART-5, packing, forwarding, transit losses, insurance, loading and unloading charges and all other breakage, leakage, losses shall be borne by the tenderer.

NOTES :

- (i)** Surat Municipal Corporation does not hold "C" or "D" certificate under the Sale-tax laws.
- (ii)** Surat Municipal Corporation is a "local Self Government" and the procurement of products, materials, goods, articles are going to be solely used, utilised for public amenities and purposes and also for relief to the poor through its various departments including public hospitals, health centers, dispensaries, maternity home, pathological, filaria, malaria, chemical and bacteriological laboratories. Hence, pass on benefit of exemption, concession etc., if any, in Central/State taxes, levies etc. to the SMC.
- (b)** Manufacturers's name, how products, materials, goods, articles are packed vis a vis quantity in each container shall be specified against each item while quoting the rates in PART-4.
- (13)** Details of Owner(s) / Proprietor(s) / Partners / Co-partners / Directors etc. must be filled in Part - 6, while submitting this tender document to SMC. The awardee agency shall be the one who is the tenderer and not any other one and shall have to enter into a written agreement using Gujarat State Stamp Paper of appropriate value at its own cost within ten days. Furnish photographs of all the directors, authorised attorneys, the partners in case of partnership firm or karta and co-partners in case of HUF as the case may be giving signature of all them for day-to-day dealing with the SMC as well as for obtaining payment for obligation created under this tender/bid, in such number of sets as required by the SMC. Non observance of this stipulation will lead to termination of Contract and no payment shall be made nor any damages shall be considered. The

invoices shall be raised only by the awardee agency i.e. tenderer only and no other one in any other capacity.

- (14) Tender once filled in, submitted shall not be allowed to be withdrawn till the validity of the tender for acceptance remains in force or else the EMD shall be liable for forfeiture.
- (15) The tenderer should submit attested copy of certificates as to past experience, B.I.S./I.S.O. certificate, Sales tax Registration and Valid Solvency.
- (16) If the items quoted are approved under DGS&D, CSPO, CMSO Rate contract, the latest copy thereof currently in force should be provided by the tenderer along with the tender.
- (17) The liability as to any damages and/or loss otherwise to any movable or immovable properties, assets during loading, unloading or otherwise during the period of supply, whether knowingly or unknowingly done or occurred shall be made good forthwith to the SMC by the Awarder agency upon a communication made therefore.
- (18) Any related dispute shall be subject to SURAT JURISDICTION only.
- (19) The right to accept, reject any or all tender (s) received is reserved and no reason therefore will be given.
- (20) The supplier/Manufacturers shall have to inform S.M.C. at least before 15 days regarding readiness of the lot of material. Representatives from S.M.C./Third Party Inspection (TPI) Consultant/ Project Management Consultant (PMC) will visit the work site Manufacturers's factory for testing/inspection of the material. The tenderer shall have to make all necessary arrangements for testing/inspection. All the charges towards testing/inspection including traveling charges of S.M.C. representatives shall be borne by the Manufacturers. Third Party Inspection Consultant [TPI] Charges shall be born by Surat Municipal Corporation.
- (21) **Payment Condition:-**
If possible payment shall be made within 25 days after the receipt of the material or its invoice whichever is received later, and after satisfactory inspection of the materials by an authorized representative of **SMC**. If any amount is recoverable against the supply of this material, the same shall be recoverable from the Security Deposit or any amount due with the Surat Municipal Corporation.
- (22) The tenderers should quote their rates for free delivery at Surat Municipal Corporation Store/site basis i.e. the rates should be inclusive of all taxes, excise duty, transportation charges(including to & fro traveling charges of representative of S.M.C.),insurance charge, loading and unloading and stacking

charges, inspection and testing charges and other expenses. The rates of excise duty and sales tax included must be clearly indicated.

Break-up of rates must be given in the form of the FORMAT-I attached in the Vol-II (Price-Bid) of tender.

(23) The Manufacturers should have registration/license of I.S.I. (Indian Standard Institute) for the manufacturing unit from where the pipes are to be manufactured and supplied. The true and certified copy of license should be submitted with the tender.

(24) Insurance :

The materials to be dispatched by the supplier shall be duly insured at the suppliers cost and transit claims if any for losses/charges are required to be lodged and settled by the supplier directly with the insurance company. The actual quantity of the material received in good condition at SMC Store shall only be admitted for payment.

(25) All the pipes shall be unloaded by crane only. Due care must be taken while unloading, in order to avoid any possible damage to the pipes.

(26) No Price Variation shall be paid in any case.

(27) Size of pipe in mm Unit Weight per Rmt. length in kg.

711	x	7.1 mm. Dia	123.25 kg./Rmt.
813	x	8.0 mm. Dia	158.82 kg./Rmt.
1016	x	10.0 mm.Dia	248.09 kg./Rmt.
1219	x	10.0 mm.Dia	298.16 kg./Rmt.

The Supplier shall have to ensure the weight of the pipes and it shall be in accordance with the unit weights prescribed above. Each and every truck load will be checked for the weight and got it approved from the engineer in charge or his representative at Any Municipal Store Or Weightman decided By Engineer In charge.

For any loss of weight in any of the lot of Pipes, penalty according to unit rate per KG derived as per tender shall be deducted from the effective lot.

No Claim shall be entertained for the excess weight compare with unit weight prescribed above.

(28) The H.R. Coil must be purchased from the companies having ISO 9002 certifications. The vendors for H.R. Coil are ESSAR STEEL, ISPAT, TATA IRON & STEEL CO., STEEL AUTHORITY OF INDIA LTD. & JSW and JINDAL STEEL & POWER. Test certificate of the H.R. Coil should be attached along with bill.

- (29)** Any increase or decrease in taxes/duties or imposition of any new taxes/duties shall be on account to the Corporation and such increase/decrease shall be paid/recovered to/from the Manufacturers on producing documentary evidences only. The Manufacturers shall be the sole responsible for payment of such incidentals to the concerned Government department which he has collected from the Corporation.
- (30)** The Municipal Corporation will not issue `C' or `D' or any sale tax declaration forms.
- (31)** The rates shall include the transportation cost,loading,unloading and properly stacking either at any of the SMC Store, or on the site directly, which is within the limit of Surat City The supply of pipes may be done either through road transport or railway transport. In case of the supply through railway transport, SMC will neither arrange nor will help in releasing/unloading the wagons. The rates must include the delivery of the material FOR Surat Municipal Corporation Stores or as directed. In no case SMC shall do unloading/stacking the pipes. Any demurrages or warfages shall only be to the account of the supplier.
- (32)** The Corporation will not issue any foreign exchange either for the supply of the material or for the purchase of plant or machinery required for the execution of the work/contract awarded for.
- (33)** Except of otherwise specifically provided in the contract, all disputes concerning question of fact arising under the contract shall be decided by the Engineer-in-charge, subjected to a written appeal by the Manufacturers to the Engineer and these decisions shall be final and binding on the parties hereto. Any disputes or difference including those considered as such by only one of the parties arising out of or in connection with this contract shall be to the extent possible settled amicably between the patties. If amicable settlement cannot be reached then all dispute issues shall be settled as provided in (a).

(a) DISPUTES OR DIFFERENCE TO BE REFERRED TO:

- (34)** If at any time, any question, disputes or differences of any kind what so ever shall arises between the Engineer in charge and the Manufacturers upon or in relation to or in connection with this contract, either party may forthwith give to the other, notice in writing of the existences of such question, dispute of difference as to any decision, opinion, instruction direction certificate of evaluation of the Engineer.
- (35)** The question or difference shall be settled by the Municipal Commissioner, who shall state his / her decision in writing and give notice of same to the Engineer sand to the Manufacturers such decision shall be final and binding upon both parties to the contract and work on contract if not already breached of

abandoned shall proceed normally unless and until the same shall be revised (or upheld) due to any judicial proceeding.

- (36)** Should the Municipal Commissioner fail to give a decision within three (3) calendar months after issuance of notice of a question, dispute or difference or if the Manufacturer is dissatisfied with any such decision of the Municipal Commissioner, then the matter may be referred to the Standing Committee. Then also if the said question of difference or dispute remains unsolved /unsettled and if the Manufacturer is dissatisfied with any such decision of the Standing Committee, then the matter may refer to the court of law subject to SURAT JURISDICTION.
- (37)** The tenderer should clearly mention in the bid regarding the place of manufacturing unit from where the tenderer is intending to supply.
- (38)** Liaisoning with any Government- Semi Government Body Etc. sector should be in the scope of Supplier/ Tenderer for related tender material.
- (39)** No extra payment/charges shall be paid for any Government norms'/levies raised by Government, If supplier failed to complete the supply material within stipulated time as per tender condition. (i.e. If any Government levies increase after schedule time, it should be borne by the supplier / Tendered itself)

DEPUTY GENERAL MANAGER (WATER)
SURAT SMART CITY DEVELOPMENT LTD.
SURAT MUNICIPAL CORPORATION,
SURAT.

SIGNATURE & SEAL OF TENDERER:-

NAME AND ADDRESS:-

DATE:-

PLACE:-

**SURAT MUNICIPAL CORPORATION
HYDRAULIC DEPARTMENT
DETAILED SPECIFICATIONS**

- 1.0** All the pipes are intended to be used for transmission of drinking water.
- 2.0 Material:-**
- 2.1** Spirally submerged arc Welded Pipes shall be manufactured from steel produced by the open hearth or electric or one of the basic oxygen process.
- 2.2** Steel(H.R.Coil) to be used in manufacture of spiral welded pipe shall be conforming to IS:2062:2006 or As per I.S.-10748: and to its latest amendments also. Steel should be of Grade-`B, designated as Fe 410 W B in IS:2062: 2006 or As per I.S.-10748,Gr.III SK/K.
- 2.3** Sampling of pipes shall be as per IS:4711:1994./As per Relevant I.S.
- 3.0 Manufacture :-**
- 3.1 QAP:-**
The successful tenderer must get approved quality Assurance Plan (QAP) before starting, manufacturing the ordered pipes.
- 3.2** The pipes shall be manufactured from steel strips by spirally submerged arc welding. The weld must be automatic and continuous. All the edges of the plates/strips should be prepared suitable prior to the welding of pipes. Welding joints and its manufacturing process shall conform to IS:3589:2001.
- 3.3 Length :-**
The Corporation intends a speedy as well as easy laying work of the pipes procured through this tender. Accordingly, the pipes shall be supplied in single length of 6.00mt only. As required by S.M.C. However irrespective of the length payment shall only be done on the single per Rmt. rate only.
- 3.4 Size:-**
The term dia expresses the clear outside (external) diameter of the pipes.
- 3.5 Wall Thickness :-**
Wall thickness of the pipes shall be as under.
711mm dia. Pipe; 7.1mm Thk.
813mm dia. Pipe; 8mm Thk.
1016mm dia. Pipe; 10mm Thk.
1219mm dia. Pipe; 10mm Thk.
Tolerance in wall thickness shall be within + 5.0 % limit.(Higher side only)
- 3.6** Finished pipes shall not deviate from straightness by more than 0.1% of the total length. Straightness shall be checked out by using a taut string or wire from end to end, along the side of the pipe to measure, the greatest deviation.
- 4.0 Hydraulic Pressure Test:-**
- 4.1** Testing shall be carried out as specified in IS: 3589:2001./Relevant I.S.

5.0 Mechanical Test:-

5.1 Tensile Test:-

5.1.1 Tensile test shall be carried out as mentioned in IS:1894:1972 or its latest version as well as IS:3589:2001. The tensile strength & percentage elongation of the pipes shall strictly conform to the provision of IS:3589: 2001. The Manufacturers shall submit the required test certificates at free of cost, both for the pipes as well as steel strips also.

5.1.2 Guided Bend Test:-

5.1.3 Guided Bend test shall be carried out as per the provisions of IS:3589:2001 and necessary test certificate shall be submitted by the Manufacturers at free of cost.

6.0 Chemical Composition :-

6.1 As mentioned earlier in 2.2, the steel used for manufacturing shall strictly conform to IS:2062:1992 having grade designation Fe 410W B. Chemical composition should be conforming to IS:2062: 1992. Laddle analysis shall be carried out as mentioned in IS:2062:1992 and various constituents viz. Carbon, Manganese, Sulphur, Phosphours, Silicon, copper etc. shall be within prescribed permissible limits. The Manufacturers shall submit the required test certificates at free of cost, both for the pipes as well as steel strips/H.R.Coils also.

7.0 Pipe Ends :-

7.1 All the pipes shall have one end swaged and other end plain/ suitable for field welding. The edge of each pipe must be truly vertical. The swelled/swaged end shall be formed, strictly as per the dimensions and process mentioned in IS:3589:2001. Normally the dimension of the swelled/swaged end shall be such that the plain end can be inserted easily at the time of laying on site.

8.0 Workmanship:-

8.1 All the pipes shall be clearly finished and when visually inspected, shall be free from defects such as cracks, surface flaws, laminations etc. The ends of the pipes shall be cleanly cut as mentioned in 7.0 and truly vertical with the axis of the pipe.

9.0 The copy of the ISI License for manufacture of pipes for the particular unit from where the pipes will be manufactured shall also be submitted.

10.0 Marking :-

Each pipe shall be legibly marked at free of cost with the following details.

(a) Manufacturers's name or trade-mark.

(b) Outside diameter in mm.

(c) Wall thickness in mm.

(d) ISI mark.

(e) Pruchaser's Name – 'SSCDL' SMC.

(f) Last two digits of the year of Manufacture.

- (g) Weight of pipe in KG upto two digits (i.e.0.00)
- (h) Heat number of the H.R. Coil used for manufacturing the particular pipe

11.0 Enclosures:-

The tenderer shall invariably have to attach copies of the below listed documents.

- (a) Copy of Solvency Certificate of **Rs.500 Lacs.**
If bidder cannot able to submit the latest bank solvency certificate then bidder shall be required to submit the additional Security Deposit amounting 5% of tender amount in form of FDR/Demand Draft of Nationalized bank or Scheduled banks mentioned in tender in favour of **“SURAT SMART CITY DEVELOPMENT LTD.” payable at Surat.** and shall be submitted along with EMD & Tender Fee. The duration of F.D.R. shall be the Scheduled time required to complete the supply / Date of last supply.
- (b) Latest copy of Sales Tax & Excise Duty registration certi.
- (c) Latest copy of registration with B.I.S.
- (d) Detail of orders executed for similar type of work within last Seven years (as per annexure A)
- (e) Detail of works on hand.
- (f) Passport size photograph (as per prescribed format)
- (g) In case of partnership firm, deed of partnership and photograph of all partners with specimen signature(As per Prescribed Format)

Note:- All the testing as detailed in the tender shall be carried out by Manufacturers / Manufacturers at his/ their own cost shall comply with the relevant IS specifications.

Special Note:-

The tenderer should quote their fixed and firm rates for FOR Surat Store basis i.e. inclusive of all incidentals, taxes, duties, VAT, transportation, insurance, loading-unloading and stacking charges, inspection & testing charges etc. complete.

If supplier fails to supply material within the specified time limit penalty per day at rate of 0.2% of the value of unexecuted ordered material (Max. up to 10.0%) shall be levied.

The security deposit shall be released after the defect liability period (i.e. Guarantee period) of 12 months from the date of receipt of the last lot of the material.

DEPUTY GENERAL MANAGER (WATER)
SURAT SMART CITY DEVELOPMENT LTD.
SURAT MUNICIPAL CORPORATION,
SURAT.

SIGNATURE & SEAL OF TENDERER:-

NAME AND ADDRESS:-

DATE:-

PLACE:-

**SURAT MUNICIPAL CORPORATION
HYDRAULIC DEPARTMENT
TENDER FORMAT (GENERAL)**

NAME OF WORK:- "Providing, Manufacturing & Supplying Different Size Of Spirally Submerged Arc Welded M.S. Pipes Conforming To IS-3589:2001 For Transmission Main From Proposed Sarathana WTP To Proposed Various UGSR At Bhatena, Magob, Dumbhal & Khatodara Under SMART CITY MISSION."

1. (a) Name of the tenderer: :-
- (b) Party Code as awarded by SMC :
- (c) Are you a Manufacturer/ Authorised dealer/ sub dealer/Any other (please specify) :
- (d) Income tax No. (PAN) :
Date:
- C.S.T. No. Date :
- G.S.T. No. Date: :
- Profession Tax No. Date: :
- Details of other Licenses held Date: :
- Registration Details/ :
- Validity Date
- [Submit attested copy of certificates]
- (e) What is the forum of Business? :
- Do you submit this tender as a Sole Proprietor?
(Registration No. under Shops & Establishment Act.)
- Hindu Undivided Family (HUF) ? :
- Partnership Firm ? :
- Public Limited Company under The Companies Act ? :
- Private Limited Company under: The Companies Act? :
- State Gov't. owned Undertaking: :

- Corporation/Enterprise ?
- Central Gov't owned Undertaking Corporation/Enterprise ?
 - Co-operative Society ?
 - Unit known as " Khadi and Village Industries " as per Khadi and Village Industries Commission Act-1956 ?
 - Association of persons ?
 - Any other, Please Specify
2. Complete Address of the tenderer
 - a) Head office
 - b) Main office in Gujarat
 - c) Office Nearest to Surat
 - d) -Phone Nos.
-Fax Nos.
-E-Mail
-Name of contact person
 3. Give details about your mode of ensuring supply to SMC
 4. If you are a dealer, kindly state the name of your principals for each item (Submit a copy authenticated by the Principal).
 5. If you are manufacturer, facilities that you have, giving details of the quality control set-up that you may have (The details may be given as an annexure).
 6. Have you or your principal possessing ISI registration if so, please furnished the attested copy of the same.
 7. Have you or your principal possessing ISO registration if so, please furnished the

attested copy of the same.

8. Whether enlisted in any other deptt. :
if so, furnished attested documentary
evidences for the same.
9. Total Turnover of the your firm and your :
principal per year for last 5 years
10. Name of the scheduled Bank of Which :
solvency certificate Attached.
11. Terms of Payment (No advance Payment :
will be made, 25 days credit insisted)
12. If any sales promotion schemes(s) launched : [] Yes [] No.
by you? (Pl.Tick Mark) If yes, mention detail
thereof
13. Do you agree to all the terms and : [] Yes [] No.
conditions of the tender ? If no, then please
specify where and how you differ.
14. -EMD Details :
- Bank Name :
-Amount in Rs. :
-Banker's Cheque/Draft No. And Date:- :

Date:-

Signature and Stamp of Authorized Person

Place

Name :-

Designation :-

Tenderer's Stamp :-

PART-4

**SURAT MUNICIPAL CORPORATION
HYDRAULIC DEPARTMENT
DELIVERY PLACES**

Name & Address		Name & Address
<p>DEPUTY GENERAL MANAGER (WATER) SURAT SMART CITY DEVELOPMENT LTD. SURAT MUNICIPAL CORPORATION, SURAT. Rudarpura, Surat. Phone No.(0261) 2476037</p>	<p>OR</p>	<p>DEPUTY GENERAL MANAGER (WATER) SURAT SMART CITY DEVELOPMENT LTD. SURAT MUNICIPAL CORPORATION, SURAT. at any Store/ Site within City limit. Surat.</p> <p>(Note:Site/Store visit shall be cleared by the supplier authorized representatives & on behalf the delivery contact should be their representatives only.)</p>

ANNEXTURE-A
TENDERER SHALL GIVE INFORMATION OF SIMILAR WORKS DONE DURING LAST SEVEN YEARS

Sr. No.	Full Particulars of similar work carried out by	Value of contract stated in tender (Rs.)	Schedule Completion time as stated in tender (Months)	Actual completion time (Months)	Year of completion	Name of and postal Address of client
1	2	3	4	5	6	7

(Signature of Supplier)

Certified that the above information is correct.

SURAT MUNICIPAL CORPORATION
HYDRAULIC DEPARTMENT
ANNEXTURE-B
AFFIDAVIT*

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct. I also understand that in case of Wrongful / False information, corporation is entitled to take any civil and criminal punitive action against me/us.
2. The undersigned also hereby certifies that neither our firm M/s. _____ nor any of its constituent partners have abandoned any work in India nor any contract awarded to us has been rescinded, during last five years prior to the date of this bid.
3. The undersigned hereby authorize(s) and request(s) any bank, person, authorities, government or public Ltd. Intuitions, firm or cooperation to furnish pertinent information deemed necessary and requested by the SMC to verify our statements or our competence and general reputation etc.
4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the S.M.C
5. The S.M.C and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this bid and to seek clarification from our bankers and clients regarding any financial and technical aspects. This affidavit will also serve as authorization to any individual or authorized representative to any institution referred to in the supporting information, to provide such information deemed necessary and requested by representative of Surat Municipal Corporation to verify statements and information provided in the tender or with regard to the resources, experience and competence of the applicant.

Signed by an Authorized Officer of the Firm

Title of Officer

Name of Firm

Date

Note:- The Affidavit format as indicated above to be furnished on Non-judicial stamp paper of Rs. 100/- & duly notarized.

IMPORTANT INSTRUCTION TO TENDERER

1

Affix latest Passport size Photo or tender

Specimen Signature of the Manufacturer

2

1	2	3	4
Affix Latest Passport size Photograph of all Partners in case of partnership Agency			

Specimen signature of all partner's increase of partnership agency

1

Submission of Registered Agreement is compulsory in case of partnership agency.

2

3

4

3. Submission of sale tax certificate, with proof of residence is compulsory for tenderer.
4. In case of Government royalty applicable to tenderer, it is compulsory to submit a receipt of royalty payment with tender.
5. The Photograph and specimen signature of Manufacturers will be cross checked, whenever Manufacturer receives payment in account section of SMC.
6. The specimen signature of Manufacturer will be cross checked by Account Department of SMC, in case of representative of Manufacturer Distributor along with letter of authority of a person who signed an agreement, receives payment.
7. All partners of tenderer should put their specimen signature at the relevant places in the tender. A Passport size photograph of all partners who have signed the tender shall be affixed in the tender. The successful tenderer shall be required to execute necessary agreement where in the same partners shall put on their signatures.

**DEPUTY GENERAL MANAGER (WATER),
Surat Municipal Corporation,
Surat.**

Signature of the Manufacturers.

**SURAT MUNICIPAL CORPORATION
HYDRAULIC DEPARTMENT**

ADDITIONAL INFORMATION

Name			Recent Passport Size Photograph
Address			
Phone No.	(1)	(2)	
Fax No.	(1)	(2)	
Mobile No.			
E-Mail Address			Signature
Web Site Address			
			Capacity /
			Designation
Name			Recent Passport Size Photograph
Address			
Phone No.	(1)	(2)	
Fax No.	(1)	(2)	
Mobile No.			
E-Mail Address			Signature
Web Site Address			
			Capacity /
			Designation

Note:-If Required, make Zerox copy of this page and attach the same duly filled with this Tender Document.

SPECIMEN OF CONTRACT AGREEMENT

/STAMP/

[Mutatis Mutandis]

THIS AGREEMENT made the _____ day of _____ Between the _____ for and on behalf The Chairman SURAT SMART CITY DEVELOPMENT LIMITED, of the SURAT MUNICIPAL CORPORATION, Mugalsarai, Surat - 395003 (herein after called "the purchaser") of the FIRST PART and _____ of _____ (herein after called "the seller/supplier" of SECOND PART.)

WHEREAS the FIRST PART i.e. the purchaser is desirous in view of a tender (bid) Notice No. _____ that certain products, materials, goods, articles should be provided, supplied by the SECOND PART i.e. the purchaser has accepted a tender of the seller/supplier for supplying, providing those products, materials, goods, articles for the sum of Rs. _____ (In Words _____)

(hereinafter called the "consideration of Contract") as itemised visa vis required quantity, rate, in detail and annexed to this Contract agreement and in an order placed by the FIRST PART under a communication bearing No. _____ Dated ___/___/_____, NOW THIS AGREEMENT WITNESSETH as follows :

1. In this agreement, words and expressions shall have the same meaning as are respectively assigned to them in the terms and conditions of tender papers hereinabove referred to.
2. The following documents shall be deemed to form part and be read and considered as part of this Contract agreement; Viz.
 - a) The said Tender Notice; bearing No. _____ dated ___/___/____ of the FIRST PART
 - b) Information and the instructions, specifications and terms and conditions for tenderers in the tender-papers in PART - 1, 2, 5 & 6
 - c) The relevant contents filled-in, tendered, mentioned by the seller/supplier i.e. SECOND PART in PART-3, 4 & 6 as is/are in tender-papers.
 - d) Any and all addenda or corrigenda to the above, and purchase/work order and/or notice of award of contract bearing No. _____ dated ___/___/____ along with annexure(s) of the purchaser i.e. FIRST PART.
 - e) Letter of acceptance of the seller/supplier i.e. SECOND PART for the said tender/bid.
3. In consideration of the payments to be made by the purchaser the FIRST PART to the seller the SECOND PART as hereby covenants with the purchaser to provide products, materials, goods, articles and to remedy defects therein bring conformity in all respect with the provisions of this contract agreement.

4. The purchaser the FIRST PART hereby covenants to pay the seller/supplier the SECOND PART in consideration of providing, supplying products, materials, goods, articles and the remedying of defects therein the contract price at the time and in the manner prescribed under this contract agreement.

IN WITNESSTH WHEREOF the parties hereunto set their respective hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED by said _____ (for Purchaser)

(Signature of the FIRST PART)

in the capacity of the _____

for and on behalf of The Chairman SURAT SMART CITY DEVELOPMENT LIMITED, of the SURAT MUNICIPAL CORPORATION,

in presence of _____
(Witness)

SIGNED, SEALED AND DELIVERED by the SECOND PART by said

(Signature of the SECOND PART)

in the capacity of _____

for and on behalf of _____

in presence of

said _____
(Witness)

Sealed with the Common Seal of the Surat Municipal Corporation in the presence of:

1. _____

2. _____

To,
The Chairman,
SURAT SMART CITY DEVELOPMENT LIMITED
Surat Municipal Corporation,
SURAT.

Sir,

I / We have tendered for the work of
..... and have paid Earnest
Money Deposit Amounting to Rs. drawn by
.....

(Name of the Bank)

The receipt No. dated by the Corporation is attached
herewith.

In case, my / our tender is not accepted, therefore kindly arrange to refund the amount of
Earnest Money Deposit paid by me / us as per the details referred to above.

Advance, stamped Receipt duly signed on Revenue Stamp of Rs. 1.00 Ps.is also enclosed
herewith. Signature of the Manufacturers.....

Address :-
.....
.....

Encl : As Stated.

FORMAT FOR BANK GAURANTEE

To,
The Chairman,
SURAT SMART CITY DEVELOPMENT LIMITED
Surat Municipal Corporation,
SURAT.

[1] In consideration of the Terms and Conditions of an Agreement made between The Chairman, SURAT SMART CITY DEVELOPMENT LIMITED, Surat Municipal Corporation, and (Contractor) (hereinafter called "Contractor") for the work of **“Providing, Manufacturing & Supplying Different Size Of Spirally Submerged Arc Welded M.S. Pipes Conforming To IS-3589:2001 For Transmission Main From Proposed Sarathana WTP To Proposed Various UGSR At Bhathena, Magob, Dumbhal & Khatodara Under SMART CITY MISSION.”** (Name of work) for the Earnest Money deposit for the due fulfillment by the contractor of the terms and conditions contained in the said agreement, We Bank of....., (hereinafter referred to as the Bank) at the request of (Name of Contractor) do hereby undertake to pay the Surat Municipal Corporation an Amount not exceeding **Rs.12,50,000.00 (i.e. 50% of Total E.M.D. Amount)** against any loss or damage caused to or suffered by Surat Municipal Corporation by reason of any breach of any term or condition contained in the said agreement by the said Contractor.

[2] We Bank of....., do hereby undertake to pay the amount due and payable under this Guarantee without any demur merely on a demand from the Surat Municipal Corporation stating that the amount claimed in due by way of loss of damage caused to or would be caused to or suffered by the Surat Municipal Corporation by the reason of breach by the said contractor of any of the terms and conditions in the said agreement of by reason of the contractor failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee shall be restricted to an amount not exceeding **Rs.12,50,000.00 (50% of Total of Amt. of EMD)**

[3] We undertake to pay the Surat Municipal Corporation any money so demanded notwithstanding dispute or disputes raised by the contractor. In any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by under this bond shall be a valid discharge of our liability for payment there under and the contractor shall have no claim against us for making such payment.

- [4] We Bank of....., further agree that the guarantee herein contained shall remain in full force and effecting during the period that would be taken for the performance of the said agreement and that under or by virtue of said agreement have been fully paid and its clime satisfied or discharged **or till** The Chairman, SURAT SMART CITY DEVELOPMENT LIMITED, Surat Municipal Corporation, clarified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharge this guarantee. Unless a demand or claim under this agreement is made on us in writing on or before **Dt.31/07/2017** we shall be discharged from all liability under this Guarantee thereafter.
- [5] We Bank of....., further agree with the Surat Municipal Corporation that the Surat Municipal Corporation shall have the fullest liberty without our consent and without in any manner our obligations hereunder to vary and of the terms and conditions of the said agreement or to extend the time of performance by the said contractor from time to time or to postpone for any time or time to time any of the power exercisable by the Surat Municipal Corporation against the said contractor and to Forbes or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation or extension being granted to the said contractor or for any béarnaise, act or omission of the part of the Surat Municipal Corporation or any indulgence by the Surat Municipal Corporation to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for his provision have of a relieving us.
- [6] This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
- [7] We Bank of, lastly undertake not to revoke during its currency except with the previous consent of the Surat municipal Corporation in writing.
- [8] Not withstanding anything contained here-in-above our liability under this guarantee is restricted to **Rs.12,50,000.00 (50% Amt. of EMD)** shall remain in force untilunless a claim or demand under the guarantee is made against us in writing and received on or before **Dt.31/07/2017** all your rights under the said guarantee shall be forfeited and we shall be relieved discharged from all liabilities there under.

Seal, stamp and signature
of Bank's authorized signatory