

## **INDIA SECURITY PRESS**

(A Unit of Security Printing and Minting Corporation of India Limited)

Wholly owned by Government of India

Nashik Road - 422 101 (Maharashtra)

Tel No 00 91 253 2402200 , Fax No 00 91 253 2462718

Email: [purchase.isp@spmCIL.com](mailto:purchase.isp@spmCIL.com), Website: [www.spmCIL.com](http://www.spmCIL.com)

**Not Transferable**

**Security Classification: PAC**

**BIDDING DOCUMENTS FOR PURCHASE OF COMPLETE GRINDER OF CFC MAKE SIX COLOUR WEB OFFSET ROTARY PRINTING MACHINE.**

**Tender Ref No.6000016993/PAC/SY-15-23(150)/2021**

**Date 30.04.2022**

This Tender Document contains \_\_ pages.

Tender Documents is ISSUED to:

**M/s. Castagnoli Form Consulta Asia Trading-F.Z.E.**  
Apt. 660, Ibn Battuta Gate Residence,  
Jebel Ali, Dubai, U.A.E.

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Note- The word "SPMCIL" in this SBD hereinafter is referred to as "India Security Press, A unit of SPMCIL".

### ***Disclaimer***

The information contained in this Bid Document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Security Printing and Minting Corporation Limited (hereafter referred as the "Purchaser") or any of its employees or associated agencies, is provided to Bidder(s) on the terms and conditions set out in this Bid Document and such other terms and conditions subject to which such information is provided.

This Bid Document is not an agreement and is neither an offer nor invitation by the Purchaser to the prospective Bidder(s) or any other party hereunder. The purpose of this Bid Document is to provide the Bidder(s) with information to assist them in the formulation of their proposal submission. This Bid document does not purport to contain all the information Bidder(s) may require. This Bid document may not be appropriate for all bidders, and it is not possible for the Purchaser to consider particular needs of each Bidder. Each Bidder should conduct its own investigation and analysis, and should check the accuracy, reliability, and completeness of the information in this document and obtain independent advice from appropriate sources.

Information provided in this Bid Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Purchaser, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

This Bid document and ensuing bids; communications and Contracts would alone determine the legal and commercial relationship between the bidders/contractors and the Purchaser. No other Government or Purchaser's document/guidelines/Manuals including its Procurement Manual (which are for internal and official use of its officers), have any locus standi in such a relationship. These documents/guidelines/ Manuals therefore should not be cited or referred in any legal or dispute resolution or grievance redressal proceedings.

The Purchaser, its employees and other associated agencies make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Bid Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Bid Document or arising in any way for participation in this Bid Stage.

The Purchaser, its employees and other associated agencies also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder(s) upon the statements contained in this Bid Document.

The Purchaser may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Bid Document.

The issue of this Bid Document does not imply that the Purchaser is bound to select Bidder(s) and the Purchaser reserves the right to reject all or any of the Bidders or Bids or to decide to drop the procurement process at any stage without assigning any reason.

The Bidder(s) shall bear all its costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any submission of samples, demonstrations or presentations which may be required by the Purchaser or any other costs incurred in connection with or relating to their Bids. All such costs and expenses will remain with the Bidder(s) and the Purchaser shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder(s) in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

This disclaimer forms an integral part of the Bid document and shall supplement but not supplant the provision of the Bid Document.

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Section I: Notice Inviting Tender (NIT)

INDIA SECURITY PRESS

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Tel No 00 91 253 2402200  
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purchase.isp@spmcil.com

Website: [www.spmcil.com](http://www.spmcil.com)


Tender No. 6000016993/PAC/SY-15-23(150)/2021

Date: 30.04.2022

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1. Sealed tenders are invited for supply of following goods:

Sr. No.	Brief Description of Goods	Quantity (with unit)	Earnest Money (in Rs)	Remarks
1	Complete Grinder CFC	2 EA	N.A.	Offer to be submitted within 15 days

  
05.05.22  
Jt. General Manager (Materials)  
For Chief General Manager  
India Security Press,  
Nashik Road.  
Phone No 0253 2402219

## **SECTION II: INSTRUCTIONS TO TENDERER**

### **1. Tender Prices**

The Tenderer shall indicate on the Price Schedule provided under Section XI all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. Delivery Schedule and Terms of delivery are also to be quoted in Section XI. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a tenderer, same should be clarified accordingly by the tenderer.

Unless otherwise stipulated in the NIT/ SIT, if there is more than one schedule in the List of Requirements, the tenderer has the option to submit its quotation for any one or more schedules and, also, to offer special discount for combined schedules. However, while quoting for a schedule, the tenderer shall quote for the complete requirement of goods and services as specified in that particular schedule.

The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules attached under Section XI.

While filling up the columns of the price schedule, the following aspects should be noted for compliance:

For goods offered from within India, the prices in the corresponding price schedule shall be entered separately in the following manner:

- a) The price of the goods, quoted ex-factory, ex-showroom, exwarehouse or off-the-shelf, as applicable, including all taxes and duties like GST/ CGST/ SGST/ UTGST/ IGST, custom duty, etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc or on the previously imported goods of foreign origin quoted ex-showroom etc.
- b) Any GST/ CGST/ SGST/ UTGST/ IGST, which will be payable on the goods in India if the contract is awarded.
- c) Charges towards inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and
- d) The price of incidental services, as and if mentioned in List of Requirements.

### **2. Documents establishing good's Conformity to Tender document**

The documentary evidence needed to establish the tenderer's qualifications shall fulfil the following requirements:

- a) In case the tenderer offers to supply goods/Services, which are manufactured by some other firm, the tenderer has been duly authorized by the goods manufacturer to quote for and supply the goods/Services to SPMCIL. The tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIV in this document.

### **3. Tender Validity**

(a) The tenders shall remain valid for acceptance for a period of 120 days after the date of tender opening prescribed in the tender document.

(b) In exceptional cases, the Tenderers may be requested by SPMCIL to extend the validity of their tenders upto a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/email/ telex/ cable followed by surface mail. The Tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender.

(c) In case the day upto which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for SPMCIL, the tender validity shall automatically be extended upto the next working day.

(d) Compliance with the Clauses of this Tender Document: Tenderer must comply with all the clauses of this Tender Document. In case there are any deviations, these should be listed in a chart form without any ambiguity along with justification.

#### **4. Signing and Sealing of Tender**

(a) An authenticated copy of the document which authorizes the signatory to commit on behalf of the firm shall accompany the offer. The individual signing the tender or any other documents connected therewith should clearly indicate his full name and designation and also specify whether he is signing,

(i) As Sole Proprietor of the concern or as attorney of the Sole Proprietor;

(ii) As Partner (s) of the firm;

(iii) as Director, Manager or Secretary in case the of Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.

(b) The authorized signatory of the Tenderer must sign the tender at appropriate places and initial the remaining pages of the tender.

(c) The tender shall either be typed or written in indelible ink and the same shall be signed by the Tenderer or by a person(s) who has been duly authorized to bind the Tenderer to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.

(d) All the copies of the tender shall be duly signed at the appropriate places as indicated in the tender documents and all other pages of the tender including printed literature, if any shall be initialed by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the Tenderer and, if there is any such correction; the same shall be initialed by the person(s) signing the tender.

#### **5. Scrutiny and evaluation of tenders**

(a) Basic Principle: Tenders will be evaluated on the basis of the terms &

conditions already incorporated in the tender document, based on which tenders have been received and the terms, conditions etc. mentioned by the Tenderers in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

(b) **Minor Infirmary/ Irregularity/ Non-Conformity:** If during the preliminary examination, SPMCIL find any minor infirmity and/ or irregularity and/ or non-conformity in a tender, SPMCIL may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the Tenderers. Wherever necessary, SPMCIL will convey its observation on such 'minor' issues to the Tenderer by registered/ speed post etc. asking the Tenderer to respond by a specified date. If the Tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

## **6. Discrepancy in Prices**

(a) If, in the price structure quoted by a Tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless SPMCIL feels that the Tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.

(b) If there is an error in a total price, which has been worked out through addition and/ or subtraction of subtotals, the subtotals shall prevail and the total corrected; and

(c) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause (a) and (b) above.

(d) If, as per the judgment of SPMCIL, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the Tenderer by registered / speed post. If the Tenderer does not agree to the observation of SPMCIL, the tender is liable to be ignored.

**7. Clarification of Bids:** During evaluation and comparison of bids, purchaser may, at its discretion ask the bidder for clarification of its bid. The clarification should be received within 7 days from the bidder from date of receipt of such request. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.

**8. Negotiations:** Normally there would be no price negotiations. But SPMCIL reserves its right to negotiate in accordance with CVC guidelines.

## **9. Notification of Award**

(a) Before expiry of the tender validity period, SPMCIL will notify the Tenderer(s) in writing, by registered / speed post or by fax/email / telex/ cable (to be confirmed by registered / speed post) that its tender for goods & services,

which have been selected by SPMCIL, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. If the value of contract is more than Rs. 2,50,000, then the Tenderer must furnish to SPMCIL the required performance security within twenty one days from the date of this notification. Relevant details about the performance security have been provided under Section III of this tender document.

(b) The notification of award shall constitute the conclusion of the contract.

#### **10. Issue of Contract**

(a) Within seven working days of receipt of performance security, SPMCIL will send the contract form duly completed and signed, in duplicate, to the successful Tenderer by registered / speed post.

(b) Within seven days from the date of issue of the contract, the successful Tenderer will return the original copy of the contract, duly signed and dated, to SPMCIL by registered / speed post.

(c) If the value of contract is less than Rs. 2,50,000/- the purchase order will be issued directly.

**11. Fall clause :-** If the rate contract holder reduces its price or sells or even offers to sell the rate contracted goods/Services, following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that date (the day of opening of Price Bid) for all the subsequent supplies under the rate contract and the rate contract amended accordingly.



## Section III: Conditions of Contract

1. **Other Laws and Conditions that will govern the Contract:** Besides conditions of contract as given herein, following conditions and Laws will also be applicable and would be considered as part of the contract:
  - (a) Indian Contracts Act, 1872
  - (b) Sale of Goods Act, 1930
  - (c) Arbitration and Conciliation Act, 1996
  - (d) Competition Act, 2002 as amended by Competition (Amendment Act), 2007
  - (e) Contractor's Tender Submissions including Revised Offer during Negotiations, if any
  - (f) Conditions in other parts of the Tender Documents
  - (g) Correspondence including counter-offers if any, between the Contactor and SPMCIL during the Tender Finalization
  - (h) Notification of award and Contract Documents
  - (j) Subsequent Amendments to the Contract
  
2. **Patent Rights :** The supplier shall, at all times, indemnify SPMCIL, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against SPMCIL, SPMCIL shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to SPMCIL.
  
3. **Country of Origin**
  - (a) All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
  - (b) The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.
  
4. **Performance Bond/ Security :**
  - (a) Within twenty-one days after the issue of notification of award of LOI by SPMCIL, the supplier shall furnish performance security to SPMCIL for an amount equal to three per cent of the total value of the contract, valid up to sixty days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.
  - (b) The Performance security shall be denominated in Indian Rupees or in the currency of the contract and shall be in one of the following forms:
    - (i) Account Payee Demand Draft or Fixed Deposit Receipt drawn on any commercial bank in India, in favour General Manager, India Security Press, Nashik.
    - (ii) Bank Guarantee issued by a commercial bank in India, in the

prescribed form as provided in section V of this document.

(c) In the event of any loss due to supplier's failure to fulfill its obligations in terms of the contract, the amount of the performance security shall be payable to SPMCIL to compensate SPMCIL for the same.

(d) In the event of any amendment issued to the contract, the supplier shall, within twenty one days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

(e) SPMCIL will release the performance security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations.

**5. Technical Specifications and Standards:** The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications and quality control parameters mentioned in 'Technical Specification' and 'Quality Control Requirements' under Sections V and VI of this tender document.

**6. Packing and Marking**

(a) The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including trans-shipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit upto final destination as per the contract.

(b) The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements under Sections V and VI. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.

(c) **Packing instructions:** Unless otherwise mentioned in the Technical Specification and Quality Control Requirements under Sections V and VI, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality, contract number and date:

- (i) Brief description of goods including quantity
- (iii) Packing list reference number
- (iv) Country of origin of goods
- (v) Consignees' name and full address and
- (vi) Supplier's name and address

## **7. Inspection and Quality Control**

(a) SPMCIL and/ or its nominated representative(s) will, without any extra cost to SPMCIL, inspect and/ or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. SPMCIL shall inform the supplier in advance, in writing, SPMCIL's programme for such inspection and, also the identity of the officials to be deputed for this purpose.

(b) The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to SPMCIL's inspector at no charge to SPMCIL.

**8. Terms of Delivery:** Goods and services shall be delivered by the supplier in accordance with the terms of delivery specified in the contract.

**9. Transportation of Goods:** The supplier shall not arrange part-shipments and/ or trans-shipment without the express/ prior written consent of SPMCIL.

## **10. Insurance**

(a) Insurance shall be arranged by the Purchaser. However, the supplier must give sufficient notice to the Purchaser prior to the date of shipment, so that the Insurance Cover for the shipment can be activated. The Supplier must co-ordinate so as to ensure that the Shipment sails only with Insurance cover in place.

(a) The loss or damage shall be made good by the Contractor free of cost, without waiting for the settlement of insurance claim. The payment after settlement of insurance claim shall be reimbursed by the Purchaser to the Contractor. It will be entirely the responsibility of the

(c) Contractor to make good loss/damage without waiting for settlement of insurance claim.

## **11. Distribution of Dispatch Documents for Clearance/ Receipt of Goods**

(a) The supplier shall send all the relevant dispatch documents well in time to SPMCIL to enable SPMCIL to clear or receive (as the case may be) the goods in terms of the contract.

(b) For Domestic Goods including goods already imported by the supplier under its own arrangements, within 24 hours of dispatch, the supplier will Notify SPMCIL, consignee and other concerned if mentioned in the contract, the complete details of dispatch and also supply the following documents to them by Courier (or as instructed in the Contract),

besides advance intimation by Fax/ email:

- (i) Suppliers Invoice indicating, inter alias description and specification of the goods, quantity, unit price, total value
- (ii) Packing List;
- (iii) Insurance certificate;
- (iv) Railway receipt / consignment note;
- (v) Manufacture's guarantee certificate and in-house inspection certificate;
- (vi) Inspection certificate by SPMCIL's Inspector;
- (vii) Expected date of arrival of goods at destination
- (viii) Any other document(s), as and if specifically mentioned in the contract

## 12. Warranty

(a) The supplier warrants that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by SPMCIL in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (except when the design adopted and / or the material used are as per SPMCIL's specifications) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.

(b) This warranty shall remain valid for twelve months after the goods or any portion thereof as the case may be, have been delivered to the final destination and accepted by SPMCIL in terms of the contract.

(c) In case of any claim arising out of this warranty, SPMCIL shall promptly notify the same in writing to the supplier.

(d) Upon receipt of such notice, the supplier shall, with all reasonable speed repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/ goods after providing their replacements and no claim, whatsoever shall lie on SPMCIL for such replaced parts/ goods thereafter.

(e) If the supplier, having been notified, fails to rectify/ replace the defect(s) within a reasonable period SPMCIL may proceed to take such remedial action(s) as deemed fit by SPMCIL, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which SPMCIL may have against the supplier.

12. **Prices:** Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its tender or during negotiations, if any, and incorporated in the contract.

13. **Taxes and Duties:** Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to India Security Press.

15. **Terms and Mode of Payment:** 100% Payment will be made through irrevocable letter of credit to be opened by Purchaser through Purchaser's Bank in favour of SELLER.
- (a) 80% of FOB / FCA cost of material shall be arranged on receipt of the following documents and invoice after dispatch. Payment shall be made as per contract price.
- (i) Complete set of clean Airway bill/ Bill of Lading must show that the complete goods have been actually shipped on board.
  - (ii) Signed invoices in sets of quadruplicate stipulating specification reference for item indicating cost and quantity.
  - (iii) Certificate of Country of Origin, issued by Chamber of Commerce.
  - (iv) Copies of packing list in triplicate stipulating individual items, quantity, weight and dimension details of each packing case.
  - (v) Quality Test Certificate.
  - (v) Two sets of non-negotiable dispatch documents, to be sent by courier services to the PURCHASER immediately after dispatch of consignment.
  - (vii) Catalogue, technical write up/literature for customs clearance purpose.
  - (viii) Certificate of No Agency Commission payable to any Indian agent involved in this transaction.
- (b) Balance 20% payment of cost of material will be made on receipt of Final Acceptance Certificate issued by the Purchaser.
- (c) Bank charges:
- (i) All bank charges in respect of PURCHASER's bankers shall be borne by PURCHASER and those charged by SELLER's bankers shall be borne by the SELLER.
  - (ii) The charges for any confirmation if attributable to SELLER shall be paid by SELLER and not by the PURCHASER.
15. **Liquidated damages:** if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, SPMCIL shall, without prejudice to other rights and remedies available to SPMCIL under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the ½% percent (or any other percentage if prescribed in the SCC) of the delivered price of the delayed goods and/ or services for each week of delay or part thereof until actual delivery or performance, subject to a

maximum deduction of the 10% (or any other percentage if prescribed in the SCC) of the delayed goods' or services' contract price(s). During the above-mentioned delayed period of supply and / or performance, the conditions incorporated under GCC sub-clause 23.4 above shall also apply. In all such cases GST would also be applicable on LD.

16. **Termination for default:** SPMCIL, without prejudice to any other contractual rights and remedies available to it (SPMCIL), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by SPMCIL.
17. **Termination for insolvency:** If the supplier becomes bankrupt or otherwise insolvent, SPMCIL reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to SPMCIL.
18. **Force Majeure:** In the event of any unforeseen event directly interfering with the supply of stores arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the Contractor shall, within a week from the commencement thereof, notify the same in writing to the Purchaser with reasonable evidence thereof. Unless otherwise directed by SPMCIL in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.
19. **Resolution of disputes:-** If dispute or difference of any kind shall arise between SPMCIL and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either SPMCIL or the supplier may seek recourse to settlement of disputes through arbitration as per The Arbitration and conciliation Act 1996 as per following clause.

## 20. Applicable Law

- (a) The contract shall be interpreted in accordance with the laws of India.
- (b) Irrespective of the place of delivery, or the place of performance or the place of Payments under the contract, the contract shall be deemed to have been made at the place from which the notification of acceptance of the tender has been issued.
- (c) The courts of the place from where the notification of acceptance has been issued shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

## Section IV: List of Requirements

List of Mechanical spare parts:

S.No.	Description	Quantity
1	Complete Grinder CFC	2 EA

1. Required Terms of Delivery, Destination and preferred mode of Transportation: The Material will have to be supplied within 12 (Twelve) weeks from the date of issue of Purchase Order on FOB/FCA basis.
2. All the copies of tenders shall be complete in all respects with all their attachments/ enclosures duly numbered and signed on each and every page.
3. The total cost inclusive of all elements as cited above on FOB/FCA should be indicated clearly both in words and figures in the price bid.
4. Price bid should be submitted as per format in Section VII.
5. Firm should offer the material exactly as per type, specifications.
6. It is requested to certify that the price offered is rock bottom and you will not sell the same to any other company at a price lower than what quoted to ISP in next 6 (six ) months.
7. The offered material should be directly replaceable on our machine without any modification.
8. The bidder firm should submit the undertaking that no agency commission is involved in this transaction.



## Section V: Technical Specification

List of Mechanical spare parts:

Sr. No.	Brief Description of Goods	Quantity (with unit)
1	Complete Grinder CFC	2 EA

Complete grinder must be directly replaceable on machine without alterations/modification

## Section VI: Quality Control Requirements

### Test method for maintaining quality

The material supplied by the successful bidder will be conforming to all parameters as per specification as stated in Section V of this tender document. In case the material is found not meeting the specification, the purchaser shall be entitled to cancel the contract, and if so desired, purchase or otherwise the purchase of the stores at the risk and cost of the contractor.

Section VII: Price Schedule  
SUMMARY OF PRICE SCHEDULE: PRICES SHOULD BE ON FOR, ISP, NASHIK ROAD.

Date: 30.04.2022

Tender No. 6000016993/PAC/SY-15-23(150)/2021

Sr No	Description, Accounting unit and quantity offered	FOB/FCA price per equipment	FOB/FCA Charges, if any	Total FOB/FCA Price	Quantity offered Nos.	Total Price	Port Destination	Insurance	Freight	CIF
Col No 1	1 Complete Grinder CFC	2	3	4	5	6	7 JNPT (Nava Sheva) /Mumbai Air Port	8	9	10

FOB/ CIF price in words.....

1. We confirm that there would not be any price escalation during the supply period.
2. We confirm that we will abide by all the tender terms and conditions and we do not have any counter conditions
3. Remarks, if any :.....
4. Price bids with conditions/ counter conditions are liable to be rejected.
5. The price bid should be submitted only as per the above format. No row/ column shall be left blank. Please indicate NA, in case the row/ column is "Not Applicable". Reason be recorded in "remarks" at Sr. No. 3 above. If the above format is not used or any row/column is left blank, then the bid will be liable for rejection without assigning any reason.
6. Firm should give a declaration that they have not supplied the tendered materials to any other organization at a price lower than their quoted price.

(Name and Signature with date)

Office Seal/Stamp

**SECTION IX: BANK GUARANTEE FORM FOR PERFORMANCE SECURITY**

**PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE BOND**

**(ON BANK'S LETTERHEAD WITH ADHESIVE STAMP)**

Ref ..... Date .....

Bank Guarantee No .....

To,

**(Insert Name & Address of the Purchaser)**

Dear Sir,

1. Against contract vide Notification for Award of the Tender No ..... dated ..... covering supply of ..... (hereinafter called the 'contract') entered into between the ..... (**insert name of Purchaser**) (herein after called as the Purchaser) and M/s. .... (here in after called the 'Contractor'), this is to certify that, at the request of the Contractor, we ..... (**name of the bank**), are holding in trust in favour of the Purchaser, the amount of ..... (**write the sum here in words**), to indemnify and keep indemnified the Purchaser, against any loss or damage that may be caused to, or suffered by the Purchaser, by reason of any breach by the Contractor of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Contractor; and the amount of loss or damage that has been caused or suffered by the Purchaser, shall be final and binding on us, and the amount of the said loss or damage shall be paid by us, forthwith on demand and without demur to the Purchaser.

2. We ..... (**name of the bank**), further agree that, the guarantee herein contained, shall remain in full force and effect, for sixty days after the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period whichever is later, i.e. till ....., (hereinafter called the 'said date') and that if any claim accrues or arises against us ..... (**name of the bank**), by virtue of this guarantee before the said date, the same shall be enforceable against us ..... (**name of the bank**), notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us ....., (**name of the bank**), by the Purchaser, before the said date. Payment under this bond of guarantee shall be made promptly, upon our receipt of notice to that effect, from the Purchaser.

3. It is fully understood that this guarantee is effective from the date of the said contract and that we ..... (**name of the bank**), undertake not to revoke this guarantee during its currency, without the consent in writing of the Purchaser.

4. We undertake to pay to the Purchaser, any money so demanded, notwithstanding any 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 payments so made by us under this bond, shall be a valid discharge of our liability for payment thereunder, and the Contractor shall have no claim against us, for making such payments.

5. We..... *(name of the bank)*, further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said contract, or to extend time of performance by the Contractor, from time to time, or to postpone for any time or form, time to time, any of the powers exercisable by the Purchaser, against the said Contractor and to for bear or enforce any of the terms and conditions relating to the said contracts and we..... *(name of the bank)*, shall not be released from our liability under this guarantee, by reason of any such variation or extension being granted to the said Contractor, or for any forbearance and/or omission on the part of the Purchaser, or any indulgence by the Purchaser towards the said Contractor, or by any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision, have the effect of so releasing us from our liability under this guarantee.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

Date  
Place

Signature  
*(Printed Name)*  
*(Designation)*

Witnesses

*(Bank's Common Seal)*

