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Not Transferable

Security Classification:UNCLASSIFIED

**TENDER DOCUMENT FOR PURCHASE OF: CONSUMABLES FOR  
USE IN NYLOPRINT FLOWLINE DWT-90 (FLINT GRIP) WASHER UNIT  
OF CTOP (DRY OFFSET NYLO SYSTEM**

**Tender Number: 6000017608/SY-15-13(08)/2022, Dated: 13.07.2022**

This Tender Document Contains \_\_\_\_\_ Pages.

Details of Contact person in SPMCIL regarding this tender:

Name: Ashok Sharma  
Designation: Joint General Manager (MM)  
Address: ISPN (India Security Press, Nashik)  
India

### ***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.

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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.

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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.



Tender Number:6000017608

## **INDIA SECURITY PRESS**

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Nashik Road - 422 101 (Maharashtra)

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

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**Not Transferable**

**Security Classification: PAC**

**TENDER DOCUMENTS FOR PURCHASE OF CONSUMABLES FOR USE IN DWT-90 WASHER  
UNIT OF CTOP (DRY OFFSET) SYSTEM**

**Tender Ref No.6000017608/SY-15-13(08)/2022**

**Date 13/07/2022**

This Tender Document contains \_\_\_ pages.

Tender Documents is ISSUED to:

M/s JURA JSP GmbH,  
Jura JSP Entwicklung & Vertrieb,  
Von Wertpapierdrucksystemen GmbH,  
Gebhardtgasse 13, 1190, Vienna,  
Austria

Details of Contact person in ISP regarding this tender:

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



Tender Number:6000017608

## Section I: Notice Inviting Tender (NIT)

### INDIA SECURITY PRESS

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

Email: purchase.isp@spmcil.com, Website: www.spmcil.com

Tender Ref No. 60000167608/SY-15-13(08)/2022

Date: 13/07/2022

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

S.No.	Brief Description of Goods/ services	Quantity (with unit)	Earnest Money	Remarks
1	Consumables for use in Nyloprint Flowline DWT-90 (Flint Grip) washer unit of CToP (Dry Offset Nylo System)	As per Annexure IV: List of Requirement	Not applicable	Offer to be submitted on or before 02.08.2022

Jt GENERAL MANAGER (M)  
FOR CHIEF GENERAL MANAGER  
INDIA SECURITY PRESS,  
NASHIK ROAD  
Phone No 0253 2402219

**SECTION II: INSTRUCTIONS TO TENDERER**

**1. Tender Prices**

(a) The Tenderer shall indicate on the Price Schedule provided under Section VII 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. 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.

(b) For goods/ service offered from within India, the prices, in the corresponding price schedule shall be entered separately in the following manner: The price of goods quoted ex-factory, ex-showroom, ex-warehouse or off-the shelf, as applicable, including all taxes and duties like sales tax, GST, custom duty, excise duty etc. already paid or payable on the components and raw material used the manufacture or assembly of the goods quoted ex-factory etc or on the previously imported goods of the foreign origin quoted ex-showroom etc.

(c) Any taxes and any duties including GST, which will be payable on the goods in India if the contract is awarded.

(d) Charges towards inland transportation, insurance and local costs incidental to delivery of the goods to their final destination as specified in the list of Requirements and prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

**2. Documents establishing Good's/ service Conformity to Tender document**

(a) The tenderer shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by SPMCIL in the tender documents. For this purpose the tenderer shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by SPMCIL in the tender documents to establish technical responsiveness of the goods and services offered in its tender.

(b) In case there is any variation and/ or deviation between the goods & services prescribed by SPMCIL and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity along with justification, and provide the same along with its tender.

(c) If a tenderer furnishes wrong and/ or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to SPMCIL in this regard.

**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 up to 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 Infirmity/ 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 therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. 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.

**11. The firm should submit the following undertaking**

“We agree to withdraw all the deviations, if any, unconditionally and accept the terms and conditions of the tender document including the technical specifications.”

**12. FALL CLAUSE:**

If the contract holder reduces its price or sells or even offers to sell the contracted goods, following conditions of sale similar to those of the contract, at a price lower than the contract price, to any person or organization during the currency of the contract, the contract price will be automatically reduced with effect from that date for all the subsequent supplies under the contract and the contract amended accordingly. Any violation of the fall clause would be considered a serious misdemeanor under clause of the GIT and action, as appropriate, would be taken as per provision of that clause.

**13. INDIAN AGENT:** If the Indian Agent submits the offer on behalf of Principal Manufacturer, the firm should submit the following documents along with the offer

(a) Foreign Principal's Proforma Invoice indicating the commission payable to the Indian Agent, nature of after sales service to be rendered by the Indian Agent.

(b) Copy of the agency agreement with the foreign principal and the precise relationship between them and their mutual interest in the business

(c) The enlistment of the Indian Agent with Director General of Supplies and Disposals under the compulsory Registration Scheme of Ministry of Finance.

## 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 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 drawn on any commercial bank in India, in favour SPMCIL, Unit ISP, Payable at 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:

- (i) contract number and date
- (ii) brief description of goods including quantity
- (iii) Packing list reference number
- (iv) Country of origin of goods
- (v) consignee's name and full address and
- (vi) Supplier's name and address

7. **Inspection and Quality Control** :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.
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.
  - (b) 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 Despatch Documents for Clearance/ Receipt of Goods**
  - (a) The supplier shall send all the relevant despatch 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 Imported Goods, within 3 days 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) Clean on Board Airway Bill/Bill of Lading (B/L)
    - (ii) Original Invoice
    - (iii) Packing List
    - (iv) Certificate of Origin from Seller's Chamber of Commerce
    - (v) Certificate of Quality and current manufacture from OEM
    - (vi) Dangerous Cargo Certificate, if any.
    - (vii) Insurance Policy of 110% if CIF/CIF contract.
    - (viii) Performance Bond/Warranty Certificate

## 12. Warranty

(a) The supplier warrants that the goods/ services 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.

13. **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.

14. **Taxes and Duties:** As applicable

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 FCA/FOB cost of material shall be arranged on receipt of the following documents and invoice after despatch. 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.
  - (vi) 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.
16. **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 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% of the delayed goods' or services' contract price(s).
17. **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.
18. **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.
19. **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.

**20. Resolution of disputes**

(a) 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 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.

(b) Arbitration Clause: If both parties fail to reach such amicable settlement, then either party (the Purchaser or Seller) may within 21 days of such failure give a written notice to the other party requiring that all matters in dispute or difference be arbitrated upon. Such written notice shall specify the matters which are in difference or of difference of which such written notice has been given and no other matter shall be referred to the arbitration in accordance with the conciliation and arbitration rules of International Chamber of Commerce (ICC)/United National Commission on International Trade Law (UNCITRL) by three arbitrators appointed in accordance with the procedure set out in clause below. The arbitration proceeding shall be held in New Delhi and shall be conducted in English language. All documentation to be reviewed by the arbitrators and/ or submitted by the parties shall be written or translated into English. Venue of arbitration shall be New Delhi. The arbitrator or arbitrators appointed under this article shall have the power to extend time to make the award with the consent of the parties. Pending reference to arbitration, the parties shall make all endeavors to complete the contract/work in all respects and all disputes, if any, will finally be settled in the arbitration.

**21. 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**

Sl No.	Description	Quantity
1	33000059 Roll Cover DWT 90 Crfnc- Dia 140 mm X Length 105cm, Part No. E1033000059 (Three Pieces inside)	60 Nos.
2	33000060 Roll Cover DWT 90 Crfnc- Dia 180 mm X Length 105 cm, Part No. E1033000060 (01 piece inside),	24 Nos.
3	19000180 Dabbing Roller DWT90 Black, Part No. E1019000206	04 Nos.
4	94310024 Washout Velour 1030 mm X 345 mm (2 pieces), Wash-out plush DWT90 Part No. E1094310028	20 Nos.

1. Required Terms of Delivery, Destination and preferred mode of Transportation: The stores will have to be supplied within 10 weeks from the date of issue of Purchase Order on FOB/ FCA/CIF, 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 and CIF 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 our requirement, and specifications.
6. It is requested to submit an undertaking 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. In addition to that the Indian suppliers certify that "the rates quoted by them are the same and not higher than those quoted with other government, public sector or private organizations.
7. Fall Clause: If the firm reduces its price or sells or even offers to sell the rate contracted good, 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 contract, the rate will be automatically reduced with effect from that date for all the subsequent supplies. Any violation of the fall clause would be considered as serious misdemeanor and action, as appropriate would be taken against the firm
8. The firm should submit the following undertaking on their letter head.  
  
"We agree to withdraw all the deviations, if any, unconditionally and accept the terms and conditions of the tender document including the technical specifications."



**Section V: Technical Specification**

Sl No.	Description
1	33000059 Roll Cover DWT 90 Crfnc- Dia 140 mm X Length 105cm, Part No. E1033000059 (Three Pieces inside)
2	33000060 Roll Cover DWT 90 Crfnc- Dia 180 mm X Length 105 cm, Part No. E1033000060 (01 piece inside),
3	19000180 Dabbing Roller DWT90 Black, Part No. E1019000206
4	94310024 Washout Velour 1030 mm X 345 mm (2 pieces), Wash-out plush DWT90 Part No. E1094310028

**Section VI: Quality Control Requirements**

The material supplied by the successful bidder will be accepted on manufacturer's test certificate from its own laboratory or a laboratory of repute 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.



MINISTRY OF TEXTILES,  
GOVERNMENT OF INDIA

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Section VII: Price Schedule  
SUMMARY OF PRICE SCHEDULE: PRICE SHOULD BE QUOTED ON FOB/FCA AND CIF BASIS

Sr No	Description	Quantity and Accounting Unit	FOB/ FCA price per unit	FOB/ FCA Total	FOB/ FCA charges, if any	Port Destination	Insurance	Ocean Freight / Sea Freight	CIF
1	33000059 Roll Cover DWT 90 Crfnc- Dia 140 mm X Length 105cm, Part No. E1033000059 (Three Pieces inside)	60 Nos.				6			
2	33000060 Roll Cover DWT 90 Crfnc- Dia 180 mm X Length 105 cm, Part No. E1033000060 (01 piece inside)	24 Nos.				JNPT/ NHAVA SHEVA/ MUMBAI AIR PORT			
3	19000180 Dabbing Roller DWT90 Black, Part No. E1019000206	04 Nos.							
4	94310024 Washout Velour 1030 mm X 345 mm (2 pieces), Wash-out plush DWT90 Part No. E1094310028	20 Nos.							

Please mention the Ocean freight/ sea freight charges separately

FOB price in words.....  
FCA 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:.....
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. 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 Please indicate NA, in case the row/ column is "Not Applicable".

(Name and Signature with date)

Office Seal/Stamp



Tender Number:6000017608

**Section VIII: Bank Guarantee Form for Performance Security**

\_\_\_\_\_ [insert: Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: \_\_\_\_\_ [insert: Name and Address of ISP]

Date: \_\_\_\_\_

PERFORMANCE GUARANTEE No.: \_\_\_\_\_

WHEREAS ..... (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no..... dated ..... to supply (description of goods and services) (herein after called "the contract").

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

AND WHEREAS we have agreed to give the supplier such a bank guarantee; NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of ..... (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

We undertake to pay up to the above amount upon receipt of its first written demand, without ISP having to substantiate its demand.

This guarantee will remain in force for a period of Sixty days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....  
(Signature of the authorized officer of the Bank)

.....  
.....

Name and designation of the officer  
.....

Seal, name & address of the Bank and address of the Branch  
.....

Name and designation of the officer  
.....

.....  
Seal, name & address of the Bank and address of the Branch