



Tender Number : 6000018514/21/DS10/ BUCKRAM TESTING/NOM/23

India Security Press,
(A UNIT OF SECURITY PRINTING & MINTING CORPORATION OF INDIA LTD.) WHOLLY OWNED BY GOVERNMENT OF INDIA
Nashik Road-422101 (Maharashtra)
(ISO-9001:2008 & 14001:2004 Certified Company)
Miniratna Category-I, CPSE
Tel.No:+91-253-2402200; Fax No:+91-253-2462718,2466389
e-mail: purchase.isp@spmcil.com Web:<http://ispnasik.spmcil.com>
CIN: U22213DL2006GOI144763 GSTIN: 27AAJCS6111J2Z7

Not Transferable

Security Classification: Unclassified

TENDER DOCUMENT FOR PROCUREMENT OF BUCKRAM TESTING INSTRUMENTS ON NOMINATION BASIS.

Tender Number: 6000018514/21/DS10/ BUCKRAM TESTING/NOM/23

Dated: 05.10.2023.

This Tender document containspages.

Tender Documents is sold to :

M/s. SASMIRA,
SASMIRA MARG,
WORLI, MUMBAI - 400030
TEL.: 2493 5351 /52, 2493 8753 / 54
EMAIL: ed@sasmira.org

Details of Contract person in SPMCIL regarding this tender :

Name: Ashok Sharma

Designation: Jt. General Manager (Materials) & CPSO

Address: India Security Press, Nashik Road, Pin-422101.

Email : purchase.isp@spmcil.com.

Phone No.: 0253-240-2219 /2435



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.



Tender Number : 6000018514/21/DS10/ BUCKRAM TESTING/NOM/23

SECTION I: NOTICE INVITING TENDER (NIT)

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

Website: www.spmcil.com, email: purchase.isp@spmCIL.com

Tender No. 6000018514/21/DS10/ BUCKRAM TESTING/NOM/23

Date: 05.10.2023

1. Sealed tenders are invited from eligible and qualified tenderers for supply of following goods and services:

Schedule No.	Brief Description of Goods/ services	Quantity (with unit)	Unit of Measure	Earnest Money (in Rs.)	Remarks
1	Buckram Testing Instruments on Nomination Basis <ul style="list-style-type: none">Crock Meter -1 No.Flexing Meter – 1 No.Digital Stiffness Meter – 1 No.	01 No.	Nos.	Not Applicable	----

Type of Tender (Two Bid/ PQB/ EOI/ RC/ Development/ Indigenization/ Disposal of Scrap/ Security Item etc.)	Single Tender Enquiry
Security Classification	Unclassified
Price of the tender document:	Not applicable.
Authority in whose favour all tender related financial instruments (FD, DD, Banker's cheque etc) are to be made	India Security Press a Unit of SPMCIL
All Financial Instruments to be payable at:	Payable at Nashik
Dates and place of issue of tender documents:	05.10.2023
Closing date and time for receipt of tenders	31.10.2023 up to 14:30 Hrs
Place of receipt of tenders	Green Gate, India Security Press, Nashik Road-422 101, Maharashtra, India
Time and date of opening of tenders for Technical Bid. <i>Place, Time, and date of Opening of Price (Financial) bid would be intimated later on</i>	15:00 Hours on 31.10.2023
Place of opening of tenders	Purchase Section, India Security Press, Nashik Road-422 101, Maharashtra, India
Nominated Person/ Designation to Receive Bulky Tenders (Clause 21.1 of GIT)	Manager (HR), India Security Press, Nashik Road:- 422101, Maharashtra, India
Officer to be contacted for clarifications/ help:	Ashok Sharma, Jt. GM (Materials) India Security Press, Nashik Road

2. Interested Tenderers may obtain further information about this requirement from the above office selling the documents. They may also visit our website mentioned above for further details.



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3. Tenderers shall ensure that their tenders, duly sealed and signed, complete in all respects as per instructions contained in the Tender Documents, are dropped in the tender box located at the address given below on or before the closing date and time indicated in the para 1 above, failing which the tenders will be treated as late and rejected.
 4. In the event of any of the above mentioned dates being declared as a holiday / closed day for the purchase organisation, the tenders will be sold / received / opened on the next working day at the appointed time.
 5. The tender documents are not transferable.
 6. The Chief General Manager, ISP Nashik reserves the right to accept / reject /cancel any or all tender document without assigning any reason thereof. Chief General Manager, ISP Nashik also reserves the right to accept the tender in whole or in part. Incomplete documents, not submitted in accordance with the direction issued, will be liable for rejection.


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

Address for dropping the tender documents
Green Gate,
India Security Press,
Nashik Road-422 101, Maharashtra,



SECTION II: GENERAL INSTRUCTIONS TO TENDERERS (GIT)

PART I & II: GENERAL INSTRUCTIONS Applicable to all Types of Tenders:

Please refer the link to <https://spmci.com/uploaddocument/GIT/new.pdf> for further details.

GIT (Total pages: 61)

BIDDERS ARE REQUESTED TO DOWNLOAD 61 PAGES BY CLICKING THE ABOVE SAID LINK AND SUBMIT THE SAME DULY STAMPED AND SIGNED ALONG WITH TENDER DOCUMENT.

SECTION III: INSTRUCTIONS TO TENDERERS (SIT)

1. Tender Prices

The Tenderer shall indicate on the Price Schedule provided under Section IX 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 IX. 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 IX.

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 X 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.

(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 IV: GENERAL CONDITION OF CONTRACT (GCC)

Please refer the link :

<https://spmCIL.com/uploaddocument/GCC/new.pdf> for further details

GCC (Total pages: 36)

BIDDERS ARE REQUESTED TO DOWNLOAD 35 PAGES BY CLICKING THE ABOVE SAID LINK AND SUBMIT THE SAME DULY STAMPED AND SIGNED ALONG WITH TENDER DCOUMENT.

SECTION V: CONDITIONS OF CONTRACT

1. Other Laws and Conditions that will govern the Contract:

Following conditions and Laws will also be applicable and would be considered as part of the contract:

- i. Indian Contracts Act, 1872
- ii. Sale of Goods Act, 1930
- iii. Arbitration and Conciliation Act, 1996 and Arbitration and Reconciliation Amendment Act, 2015
- iv. Competition Act, 2002 as amended by Competition (Amendment Act), 2007
- v. Contractor's Tender Submissions including Revised Offer during Negotiations if any
- vi. Conditions in other parts of the Tender Documents
- vii. Integrity Pact signed in terms of the Tender Document
- viii. Correspondence including counter-offers if any; between the Contactor and SPMCHL during the Tender Finalization
- ix. Notification of award and Contract Documents
- x. 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 (in case the amount of Purchase Order is Rs.2.5 Lakh or more):

(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 i.e. upto 17 months from the date of issue of Notification of award of contract 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 XI 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 VII and VIII of this 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
- (ii) 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 shall be delivered by the supplier in accordance with the terms of delivery specified in the contract.

9. 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; if any
- (iv) Railway receipt / consignment note;
- (v) Manufacture's guarantee/warranty certificate and in-house inspection certificate;
- (vi) Any other document(s), as and if specifically mentioned in the contract.

10. 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.



11. 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.

12. Terms and Mode of Payment: 100% of cost of material shall be made on receipt and acceptance of goods by the Purchaser and on production of all required documents by the supplier, within 30 days.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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 VI: LIST OF REQUIREMENTS

Schedule No.	Brief description of goods and services (Related specifications etc. are in Section-VII)	HSN Codes	Accounting Unit	Quantity	Amount of Earnest Money (INR)	Place of Delivery for GST purpose
01.	Buckram Testing Instruments on Nomination Basis <ul style="list-style-type: none"> • Crock Meter - 1 No. • Flexing Meter - 1 No. • Digital Stiffness Meter - 1 No. 		No.	01 No.	Not Applicable	India Security Press, Nashik

1.	Required Delivery Schedule	60 Days
2.	Required Terms of Delivery	FOR India Security Press, Nashik Road
3.	Destination	India Security Press, Nashik Road-422101. Maharashtra- India.
4.	Preferred mode of transportation	By Road.

5. 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.
6. **RISK PURCHASE:** If the supplier after submission of tender and due acceptance of the same i.e. after issue of Notification of Award of Contract fails to abide by the terms and conditions of these tender documents, or fails to supply the deliverables as per delivery schedule given or at any time repudiates the contract, the purchaser shall have the right to:
- a. Invoke the Security-cum-Performance Guarantee if deposited by the supplier and procure stores/services from other agencies at the risk and cost of the supplier. The cost difference between the alternative arrangement and supplier tendered value will be recovered from the supplier along with other incidental charges, including taxes, insurance etc.
 - b. For all the purpose the Notification of Award of contract will be considered acceptance of tender and formal contract pending signing of agreement. Supplier has to abide by all the terms and conditions of tender.
 - c. In case of procurement through alternative sources and if procurement price is lower, no benefit on this account will be passed onto the supplier.
7. **Fall Clause :** If the rate contract holder reduces its price or sells or even offers to sell the rate contracted goods, 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. Any violation of the fall clause would be considered a serious misdemeanour under clause 44 of the GIT and action, as appropriate, would be taken as per provision of that clause.
8. The firm will have provided one year's warranty for the offered materials.
9. The total cost inclusive of all elements as cited above on FOR should be indicated clearly both in words and figures in the price bid.
10. Price bid should be submitted as per format in Section VII.
11. Firm should offer the material exactly as per type, specifications and make.

12. Following undertaking needs to be submitted on bidder's letter head duly sealed and signed by authorized personnel of the bidder firm:

- a) 'That the prices offered are the best reduced rates that the same consumables are not supplied on lower rates to any other organization'.
- b) 'That there is no agency commission involved in the supply and that no person is paid agency commission'.

13. **BANK DETAILS:** It is requested to provide Bank Details in following proforma:

- a. Beneficiary Name :
- b. Account No. :
- c. Bank Name :
- d. IFS Code :
- e. Branch & Address :

14. The Bidder has to submit the Check list as per Format given below along with the Bid :

Sr. No.	Description	Submitted /Not Submitted	Page No.
1.	Power of Attorney of the Authorized signatory duly Authorized by the bidder firm for signing this Tender Document and order.		
2.	Detailed Technical Offer on the firm's letter head accepting the technical specification and the testing method as per Section VII.		
3.	Acceptance of the Delivery Schedule as per Section VI on the firm's letter head.		
4.	Acceptance of the quality control requirement as per section VIII on the firm's letter head.		
5.	All pages of the tender documents (including GIT, GCC, SIT, SCC, List of requirements, Technical specification, quality requirements etc.) duly sign and stamp by the Authorized signatory of the bidder.		
6.	The required under takings as per Section VI on the firm's letter head.		
7.	Price Bid as per Section XI: Price bid of the tender document.		

SECTION VII: TECHNICAL SPECIFICATIONS

1. Crock Meter:

- a) The equipment should be suitable for testing of colour fastness to dry & wet rubbing of fabric based cover material.
- b) Should be compatible to IS 1259:2012 standard.
- c) The equipment should be operator friendly.
- d) Minimum one year warranty.
- e) Required operational / maintenance training to be imparted to ISPN Officials.
- f) Operational and maintenance manual in English to be provided by the firm.
- g) The firm should provide one year calibration certificate w.e.f. the date of installation
- h) Electrical circuit diagram, if any, of the equipment to be provided at the time of installation.

2. Flexing Tester:

- a) The equipment should be suitable for testing resistance to damage by flexing of fabric based cover material.
- b) Should be compatible to IS 1259:2012 standard.
- c) The equipment should be operator friendly.
- d) Minimum one year warranty to be provided.
- e) Required operational / maintenance training to be imparted to ISPN officials.
- f) Operational and maintenance manual in English to be provided by the firm.
- g) The firm should provide one year calibration certificate w.e.f. the date of installation.
- h) Electrical circuit diagram, if any, of the equipment to be provided at the time of installation.

3. Digital Stiffness Tester:

- a) The Equipment should be suitable for testing bending length of fabric based cover material.
- b) Should be compatible to IS 6490 / ISO 9073-1:1989 standard.
- c) The equipment should be operator friendly.
- d) Minimum one year warranty to be provided.
- e) Required operational / maintenance training to be imparted to ISPN Officials.
- f) Operational and maintenance manual in English to be provided by the firm.
- g) The firm should provide one year calibration certificate w.e.f. the date of installation.
- h) Electrical circuit diagram, if any, of the equipment to be provided at the time of installation.



SECTION VIII: QUALITY CONTROL REQUIREMENTS

The material supplied by the successful bidder will be accepted on all parameters as per specification as stated in Section-VII. After receipt of goods, the goods will be inspected / tested at ISP and machine trial should also be taken. If any defect/variation is noticed then the same will be replaced free of cost by the supplier/seller up to India Security Press, Nashik Road, failing which, 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 IX: Tender Form

Date.....

To

.....
.....
.....

(complete address of SPMCIL)

Ref: Your Tender document No. dated

We, the undersigned have examined the above-mentioned tender enquiry document, including amendment No. -----, dated ----- (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver..... (description of goods and services) in conformity with your above referred document for the sum shown in the price schedule(s), attached herewith and made part of this tender. If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 6, read with modification, if any, in Section V – “Special Conditions of Contract”, for due performance of the contract.

We agree to keep our tender valid for acceptance for a period upto -----, as required in the GIT clause 19, read with modification, if any in Section-III – “Special Instructions to Tenderers” or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender upto the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We confirm that in case of downloaded Tender Document, we have not changed/ edited its contents. We realise that in case any such change is noticed at any stage including after the award of contract, we would be liable to action under clause 44 of the GIT.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry. We also solemnly declare as under:

1. MSMEs Status:

Having read and understood the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare the following:

(a) Company /Partnership Firm /Proprietary Concern / Society/Trust / NGO/Others (Please Specify):.....

(b) Micro/ Small / Medium Enterprise/ SSI/ Govt. Deptt. / PSU/ Others:....

(c) Name of MSME Registering Body (NSIC/ DIC/ KVIC/KVIB etc.):.....

(d) MSME Registration no. (with copy of registration):.....

(e) Udyog Aadhaar Memorandum no.....

(f) Whether Proprietor/ Partner belongs to SC/ ST or Women category.

(Please specify names and percentage of shares held by SC/ST Partners):.....

2. Make in India Status:

Having read and understood the Public Procurement (Preference to Make in India PPP_MII) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following:

(a) Self-Certification for category of supplier:

- Class-I Local Supplier/
- Class-II Local Supplier/
- Non-Local Supplier.

(b) We also declare that

- There is no country whose bidders have been notified as ineligible on reciprocal basis under this order for offered product, or
- We do not belong to any Country whose bidders are notified as ineligible on reciprocal basis under this order.



3. Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017

Having read and understood the Order (Public Procurement No. 1) issued vide F.No.6/18/2019-PPD dated 23rd July 2020 (and its amendments if any) by Department of Expenditure, Ministry of Finance under the above provision and solemnly declare the following:

- We do not belong to any Country whose bidders are notified as ineligible under this order

4. Debarment Status: Please state whether business dealings with you currently stand suspended/ banned by any Ministry/ Deptts. of Government of India or by any State Govt:

- Yes (with period of Ban)
- No, We, solemnly declare that neither we nor any of our affiliates or subsidiaries - including subcontractors or suppliers for any part of the contract - do not stand declared ineligible/ blacklisted/ banned/ debarred by any Government Agency anywhere in the world, for participating in its tenders, under that country's laws or official regulations.

5. Penalties for false or misleading declarations: I/we hereby confirm that the particulars given above are correct and complete and also undertake to advise any future changes to the above details. We understood that any wrong or misleading self-declaration by us would be violation of code of Ethics and would attract penalties as mentioned in this tender document, including debarment.

.....
(Signature with date)

.....
(Name and designation)

Duly authorized to sign tender for and on behalf of

.....
.....



Tender Number: 6000018514/21/DS10/BUCKRAM TESTING/NOM/23

SECTION X: PRICE SCHEDULE
Indigenous Offers : All prices to be in Indian Rupees

To,
 Chief General Manager
 India Security Press,
 (A unit of Security Printing & Minting Corporation of India Ltd.)
 Nashik Road - 422101 (Maharashtra), India.

OFFER FORM for Tender No: 6000018514/21/DS10/BUCKRAM TESTING/NOM/23 Dated: 05.10.2023 of Opening 31.10.2023 Time 15.00.Hours

We.....hereby certify that we are established firm of manufacturers/authorized agents of M/s.with factories atwhich are fitted with modern equipment and where the production methods, quality control and testing of all materials and parts manufactured or used by us are open to inspection by the representative of(Name of Purchaser). We hereby offer to supply the following items at the prices indicated below:-

Schedule No.	Description	Specification	Unit Basic price	Qty	Total Price per unit (INR) See table below for Break-up of Price	Total Value of offer (INR)	Terms of Payments	Delivery Period	Gross weight and dimensions of package per unit
1	2	3	4	5	6=J*	7 = 6 x 5	8	9	10
01	Buckram Testing Instruments - Crock Meter	As per Section VII		01 No.			As per Section V of Tender document	As per Section VI List of Requirement	
02	Buckram Testing Instruments - Flexing Meter	As per Section VII		01 No.			As per Section V of Tender document	As per Section VI List of Requirement	
03	Buckram Testing Instruments - Digital Stiffness Tester	As per Section VII		01 No.			As per Section V of Tender document	As per Section VI List of Requirement	

Break-up of Price in Column - 6 (In Indian Rupees)

Item Description	Basic unit price	Name of Manufacturer/OEM	Country of Origin	HSN/ SAC Code	GST % (incl GST Cess, if any) with Break-up of CGST/STGST/UTGST/IGST	Per unit GST Total	Packing & Forwarding in details	F.O.R. Station of Despatch Price	Freight (& Insurance charges) upto destination	FOR Destination Price
	A	B	C	D	E	F= (A x E)/100	G	H=A+F+G	I	J*=H+I



Section XI: 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



Tender Number:
6000018514/21/DS10/ BUCKRAM
TESTING/NOM/23

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)



Section XII: Contract Form

(Address of SPMCIL's office issuing the contract)

Contract No..... dated.....

This is in continuation to this office' Notification of Award No..... dated

1. Name & address of the Supplier:

2. SPMCIL's Tender document No..... dated..... and subsequent Amendment No....., dated.....
(If any), issued by SPMCIL

3. Supplier's Tender No..... dated..... and subsequent communication(s) No..... dated (If any),
exchanged between the supplier and SPMCIL in connection with this tender.

4. In addition to this Contract Form, the following documents etc, which are included in the documents
mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as
part of this contract:

- (i) General Conditions of Contract;
- (ii) Special Conditions of Contract;
- (iii) List of Requirements;
- (iv) Technical Specifications;
- (v) Quality Control Requirements;
- (vi) Tender Form furnished by the supplier;
- (vii) Price Schedule(s) furnished by the supplier in its tender;
- (viii) Manufacturers' Authorisation Form (if applicable for this tender);
- (ix) SPMCIL's Notification of Award

Note: The words and expressions used in this contract shall have the same meanings as are respectively
assigned to them in the conditions of contract referred to above. Further, the definitions and
abbreviations incorporated under Section - V - 'General Conditions of Contract' of SPMCIL's Tender
document shall also apply to this contract.

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below
for ready reference:

(i) Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as
under:

Schedule No.	Brief description of goods/ services	Accounting unit	Quantity to be supplied	Unit Price (in Rs.)	Total price

Any other additional services (if applicable) and cost there of:

Total value (in figure) _____ (In words) _____

- (ii) Delivery schedule
- (iii) Details of Performance Security
- (iv) Quality Control
 - (a) Mode(s), stage(s), and place(s) of conducting inspections and tests.
 - (b) Designation and address of SPMCIL's inspecting officer
 - (v) Destination and despatch instructions
 - (vi) Consignee, including port consignee, if any
 - (vii) Warranty clause
 - (viii) Payment terms
 - (ix) Paying authority



.....
(Signature, name, and address of SPMCIL's authorized official)

For and on behalf of.....

Received and accepted this contract

(Signature, name, and address of the supplier's executive duly authorized to sign
on behalf of the supplier)

For and on behalf of

(Name and address of the supplier)

.....
(Seal of the supplier)

Date:

Place: