

**GOVERNMENT OF INDIA  
DEPARTMENT OF SPACE  
ISRO HEADQUARTERS (ISRO HQ)  
BANGALORE**

## **Tender for Supply of Painting Items**

**Bids to be submitted online**

**Tender No.: ISRO HQ/ISRO HQ PURCHASE/HQ202400007001 dated 01-10-2024**

## A. Tender Details

Tender No : **ISRO HQ/ISRO HQ PURCHASE/HQ202400007001**

Tender Date : **01-10-2024**

Tender Classification: **GOODS**

Purchase Entity : **ISRO HQ PURCHASE**

Centre : **ISRO HEADQUARTERS (ISRO HQ)**

## Supply of Painting Items

Supply of Painting Items

### A.1 Tender Schedule

Bid Submission Start Date : **01-10-2024 15:00**

Bid Clarification Due Date : **11-10-2024 12:17**

Bid Submission Due Date : **18-10-2024 12:00**

Bid Opening Date : **18-10-2024 12:01**

## **B. Tender Attachments**

NA

### **Instructions To Vendors**

#### **1. Conditions for BIDDER FROM A COUNTRY WHICH SHARES LAND BORDER WITH INDIA**

1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender, only if the bidder is registered with the Competent Authority. Competent Authority for the purpose of registration shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
2. Any false declaration and non-compliance of the above would be a ground for immediate rejection of offer or termination of the contract and further legal action in accordance with the laws.
3. Validity of Registration: Registration should be valid at the time of submission of bids and should be valid at the time of placement of Order.

#### **2. Instructions to Vendors**

1. Last minute clarification on tenders will not be entertained.
2. This is an E Tender. Hence Postal/Fax/Email tenders will not be accepted.

#### **3. Specific Terms and Conditions to Tender (MII-Compliant)**

1. Please quote applicable GST separately.
2. Our standard delivery term is FOR, ISRO HQ. In case any vendor offers delivery term of Ex-works, Packing and Forwarding charges if any should be indicated separately either as a percentage of the quoted rate or as a Lumpsum amount.
3. Our standard payment term is 100% within 30 days after receipt and acceptance of the items at our site (after installation and commissioning in cases where installation and commissioning is required).
4. Liquidated Damages: The delivery period quoted should be realistic. The delivery period so quoted and mentioned in the order is the essence of the order/contract. In case of delay in delivery of material as per the delivery schedule, Liquidated Damage @ 0.5% per week or part thereof on the undelivered portion subject to a maximum of 10% of the contract value shall be levied. Wherever, installation and

commissioning is also involved, the supply will be deemed to have been completed only when the entire Stores is supplied, installed and accepted.

5. Performance Bank Guarantee: Wherever products offered carry warranty, the warranty should be for one year or as per manufacturers standard warranty term. Against such cases, please confirm submission of Performance Bank Guarantee. The Performance Bank Guarantee should be for 3% of the order value covering the warranty period obtained from any Scheduled Bank on Rs.200/- Non Judicial Stamp Paper and should be valid beyond 2 months from the completion of the warranty period. Alternately vendors can request for withholding 3% payment till completion of the warranty period.

6. Security Deposit: Wherever the offer value is Rs. 5.00 Lakhs or above, the successful tenderer should submit Security Deposit @ 3% of the order value by way of Bank Guarantee / FD Receipt. The Bank Guarantee shall be obtained from any Scheduled Bank on Rs.200/- Non Judicial Stamp Paper and should be valid beyond 2 months from the completion of all contractual obligations. If the Contractor is called upon by the Purchaser to deposit, Security and the Contractor fails to provide the security within the period specified, such failure shall constitute a breach of the Contract, and the Purchaser shall be entitled to make other arrangements for the re-purchase of the stores Contracted at the risk of the Contractor. In case if Security Deposit is submitted and the contractor fails to execute the order, then the security deposit will be forfeited.

7. Note: SD, LD and PBG clauses are mandatory and offers of the vendors who have not agreed for the above conditions will be excluded from the procurement process. Micro and Small Vendors are not exempted from the submission of Security Deposit. Only Govt Departments/PSUs/PSEs can submit Indemnity Bond instead of Bank Guarantee towards SD/PBG.

8. Please upload the Technical Details / Catalogue / Data Sheets (wherever applicable)

9. The offer should be valid for a period of minimum 90 days from the date of opening of Tender and 180 Days for PT Two Part (120 Days for Technical Bid and 60 Days for Price Bid from the date of opening).

10. In order to avail of the benefits extended to by Govt. of India to the Micro and Small Sectors, please submit attested copy of the valid Entrepreneur Memorandum Part-II signed by the General Manager, District Industries Centre / Udyog Adhar / NSIC Registration Certification along with your offer.

11. If any bidder submits forged / false document along with the tender, offer of such vendors will be summarily rejected and such bidders will be blacklisted for all future tenders.

12. Wherever samples are required to be submitted along with the quotation, offer without sample will not be considered.

13. The other attached forms are our standard terms and conditions, which are to be complied with. If any conflict arise between the specific terms and standard terms, then in those cases, the specific terms will prevail over the standard terms.
14. Purchase preference to eligible vendors are applicable as per extant notifications issued by the Government of India.
15. Foreign OEMs/Agents quoting on behalf of Foreign OEMs are not permitted to quote. High Sea Sales Quotes not permitted. The bids shall be in INR only.
16. Definitions: A supplier or service provider, whose goods, services or works offered for procurement, has local content: a) Equal to or more than 50% : Class-I local supplier. b) Minimum 20% but less than 50% : Class-II local supplier. c) Less than 20% : Non-local supplier.
17. Local content means the amount of value added in India (i.e. indigenous items/services added in the offered products/services/works) be the total value of the item offered (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties/IGST) as a proportion of the total value (excluding net domestic indirect taxes), in percent. Indicate extent of Minimum Local Content in offered product/service and location of such value additions.
18. The Class-I & II local supplier should provide a Self Certification along with your offer in PDF format indicating that the item offered meets the minimum local content as called for in the tender as mentioned above and provide the % of local content along with details of the location(s) at which the local value addition is made. In case of two part tenders, it is mandatory to indicate compliance to MLC(minimum local content) in technical bid itself.
19. The Class-I/Class-II Local suppliers, at the time of submitting their offer, shall also indicate percentage of local content and provide self-certification that the item (s) offered meets the local content requirement for Class-I/Class-II Local Suppliers as the case may be. They shall also give details of location (s) at which the local value addition is made.
20. In cases if the item(s) offered exceed Rs. 10 Crores, the Class-I/Class-II Local Suppliers shall provide a Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
21. False Declarations will be in breach of the Code of Integrity under Rule 175 (1) (i) (h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

22. Purchase Preference Policy:- Goods/Works which are divisible in nature (required quantity is greater than 1 or not a package basis): i. If L1 is 'Class-1 local supplier', the order/contract for full quantity shall be awarded to L1 bidder. ii. If L1 bid is not from a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference (i.e. 20%) and contract for that quantity shall be awarded to such Class-I local supplier subject to matching the L1 price (inclusive of duties, taxes and freight & insurance). iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In cases where none of the 'Class-I local supplier' within the margin of purchase agree to match L1 price, in such cases 100% quantity shall be ordered on original L1 bidder. iv. In case no offers are received from 'Class-I local supplier' or none of the 'Class-I local supplier' falls within the margin of purchase preference of 20%, the order shall be processed on L1 vendor. v. In case L1 bidder (not a 'Class-I local supplier') is not accepting splitting of order on 50:50 basis, in that case the order/contract shall be awarded to such 'Class-I local supplier' for full quantity subject to matching the L1 price. vi. Regarding MSEs (Indian vendors): a) The following additional aspect as indicated below would be applicable for procurement which are falls under divisible category (i.e., not applicable for indivisible category), in case of participation of MSEs in the tendering who are also complying to the Minimum Local Content (MLC) stipulated in the tender. b) If any Indian vendor satisfies the requirement of MSEs stipulation and also falls within the purchase preference margin as called for in MSME policy (in case of matching L1 price) will be considered for ordering 25% of tendered quantity, the balance quantity / works will be considered for distribution amongst all bidders (including MSEs) as per the purchase preference policy. c) In case no MSEs qualifies for purchase preference or do not match with L1 price then the total tendered quantity will be distributed amongst all bidders as per the purchase preference policy.

23. Purchase Preference Policy:- Goods/Works which are not divisible (ie., required quantity is 1 or as a package) and Services: a) If L1 is from a 'Class-I local supplier', the contract will be awarded to L1 bidder. b) If L1 is not from a 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference (i.e. 20%) and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price (inclusive of duties, taxes and freight & insurance). c) In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on, and order/contract shall be awarded accordingly. In case where none of the 'Class-I local supplier' within the margin of purchase preference agree to match the L1 price, then the order/contract shall be awarded to the original L1 Bidder.

#### **4. Specific Terms and Conditions to Tender (detailed)**

1. Please quote applicable GST separately.
2. Our standard delivery term is FOR, ISRO HQ. In case any vendor offers delivery term of Ex-works, Packing and Forwarding charges if any should be indicated separately either as a percentage of the quoted rate or as a Lumpsum amount.
3. Our standard payment term is 100% within 30 days after receipt and acceptance of the items at our site (after installation and commissioning in cases where installation and commissioning is required).
4. Liquidated Damages: The delivery period quoted should be realistic. The delivery period so quoted and mentioned in the order is the essence of the order/contract. In case of delay in delivery of material as per the delivery schedule, Liquidated Damage @ 0.5% per week or part thereof on the undelivered portion subject to a maximum of 10% of the contract value shall be levied. Wherever, installation and commissioning is also involved, the supply will be deemed to have been completed only when the entire Stores is supplied, installed and accepted.
5. Performance Bank Guarantee: Wherever products offered carry warranty, the warranty should be for one year or as per manufacturers standard warranty term. Against such cases, please confirm submission of Performance Bank Guarantee. The Performance Bank Guarantee should be for 3% of the order value covering the warranty period obtained from any Scheduled Bank on Rs.200/- Non Judicial Stamp Paper and should be valid beyond 2 months from the completion of the warranty period. Alternately vendors can request for withholding 3% payment till completion of the warranty period.
6. Security Deposit: Wherever the offer value is Rs. 5.00 Lakhs or above, the successful tenderer should submit Security Deposit @ 3% of the order value by way of Bank Guarantee / FD Receipt. The Bank Guarantee shall be obtained from any Scheduled Bank on Rs.200/- Non Judicial Stamp Paper and should be valid beyond 2 months from the completion of all contractual obligations. If the Contractor is called upon by the Purchaser to deposit, Security and the Contractor fails to provide the security within the period specified, such failure shall constitute a breach of the Contract, and the Purchaser shall be entitled to make other arrangements for the re-purchase of the stores Contracted at the risk of the Contractor. In case if Security Deposit is submitted and the contractor fails to execute the order, then the security deposit will be forfeited.
7. Note: SD, LD and PBG clauses are mandatory and offers of the vendors who have not agreed for the above conditions will be excluded from the procurement process. Micro and Small Vendors are not exempted from the submission of Security Deposit. Only Govt Departments/PSUs/PSEs can submit Indemnity Bond instead of Bank Guarantee towards SD/PBG.
8. Please upload the Technical Details / Catalogue / Data Sheets (wherever applicable)
9. The offer should be valid for a period of minimum 90 days from the date of opening of Tender and

180 Days for PT Two Part (120 Days for Technical Bid and 60 Days for Price Bid from the date of opening).

10. In order to avail of the benefits extended to by Govt. of India to the Micro and Small Sectors, please submit attested copy of the valid Entrepreneur Memorandum Part-II signed by the General Manager, District Industries Centre / Udyog Adhar / NSIC Registration Certification along with your offer.

11. If any bidder submits forged / false document along with the tender, offer of such vendors will be summarily rejected and such bidders will be blacklisted for all future tenders.

12. Wherever samples are required to be submitted along with the quotation, offer without sample will not be considered.

13. The other attached forms are our standard terms and conditions, which are to be complied with. If any conflict arise between the specific terms and standard terms, then in those cases, the specific terms will prevail over the standard terms.

14. Purchase preference to eligible vendors are applicable as per extant notifications issued by the Government of India.

15. Foreign OEMs/Agents quoting on behalf of Foreign OEMs are not permitted to quote. High Sea Sales Quotes not permitted. The bids shall be in INR only.

16. False Declarations will be in breach of the Code of Integrity under Rule 175 (1) (i) (h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

## **5. Tender terms & conditions below 2lakhs**

1. **ARBITRATION:** In the event of any disputes, differences or claims arising out of or relating to the interpretation and application of the Contract, such disputes or differences or claims shall be settled amicably by mutual consultations of the good Offices of the respective Parties and recognizing their mutual interests attempt to reach a solution satisfactory to both the parties. If such a resolution is not possible, within 30 days from the date of receipt of written notice of the existence of such disputes, then the unresolved disputes or differences or claims shall be referred to the Sole Arbitrator appointed by the Parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation Amendment Act 2015 as amended from time to time. The arbitration shall be conducted in Bengaluru in the Arbitration and Conciliation Centre Bengaluru, Domestic and International, as per its rules and regulations. The expenses for the Arbitration shall be shared equally or as may be determined by the Arbitrator. The considered and written decision of the Arbitrator shall be final and



binding between the Parties. The applicable language for Arbitration shall be English only. Work under the Contract shall be continued by the CONTRACTOR during the pendency of arbitration proceedings, without prejudice to a final adjustment in accordance with the decision of the Arbitrator unless otherwise directed in writing by the DEPARTMENT or unless the matter is such that the works cannot be possibly continued until the decision whether final or interim of the Arbitrator is obtained

2. GST and/or other duties/levies, where legally leviable and intended to be claimed, should be distinctly shown separately in the tender.

3. Guarantee: The stores offered should be guaranteed for a minimum period of twelve months against defective stores design, operation or manufacture. For defects noticed during the guarantee period, replacement/repair should be arranged free of cost within a reasonable period of such notification. In cases where our specifications call for a guarantee period more than 12 months specifically, then such a period shall apply.

4. Liquidated damages: If the Suppliers fails to deliver the stores within the time specified in the order or any extension thereof, ISRO HQ shall recover from the suppliers as liquidated damages a sum of one-half of one percent (0.5 percent) (0.5%) of the ordered price of the un-delivered stores for each calendar week .of delay, The total liquidated damages shall not exceed ten percent (10%) of the order price of the unit or units so delayed. Stores Will be deemed to have been delivered only when all its component parts are also delivered. If certain components are not delivered in time, the. stores will. be considered as delayed until such time as the missing parts are delivered.

5. Packing and Forwarding: The Contractor will be held responsible for the stores being sufficiently and properly packed for transport by rail, road, sea or air, to withstand transit hazards and ensure safe arrival at the destination. The packing and marking of packages shall be done by and at the expense to the Contractor.

6. Payment terms are full payment within 30 days from the date of receipt and acceptance of material ordered. Our Bankers are State Bank of India Dollars Colony Branch, Bangalore.

7. Price quoted should be on the basis of FOR ISRO HQ/delivery at site. The Purchaser will not pay separately for transit insurance, and the risk and cost during transit shall be exclusively the responsibility of the Contractor and the purchaser shall pay only for such stores as are actually received in goodcondition in accordance with the Contract.

8. Prices are required to be quoted according to the units indicated in the annexed tender form. When quotations are given in terms of units other than those specified in the tender form, relationship between the two systems of unit must be furnished.

9. Quotation should be valid for at least 90 days from the date of opening of the tender.

10. Specifications: Stores offered should strictly conform to Purchasers specifications. Deviations, if any, shall be clearly indicated by the tenderer in his quotation. The tenderer should also indicate the Make/Type number of the stores offered and provide catalogues, technical literature and samples, wherever necessary, along with the quotation. Test certificate, wherever necessary, should be forwarded along with supplies. Wherever options are called for in our specifications, the tenderer should address all such options, wherever specifically mentioned by us, and the tenderer could suggest changes to specifications with appropriate response for the same. Even in such case, the tenderer should state why he cannot meet our specification/s and why he is suggesting the change.

11. Successful tenderer will have to furnish in the form of a Bank Guarantee or in any other form as called for by the Purchaser towards adequate security for the materials/property provided by the purchaser for the due execution for the Contract.

12. The Contractor shall at all times indemnify the Purchaser against all claims which may be in respect of the stores for infringement of any right protected by Patent, Registration or design or Trade Mark and shall take all risks of accidents or damage which may cause a failure of the supply from whatever causes arising and the entire responsibility for the sufficiency of all means used by him for the fulfillment of the Contract.

13. The Purchaser reserves the right to accept or reject any quotation fully or partly without assigning any reason therefore.

14. The tender should be submitted only by in the e-procurement portal mentioned above before the due date and time as specified in the tender.

15. The time for and the date of delivery of the stores stipulated in the Purchase Order shall be deemed to be the essence of the Contract and delivery must be completed not later than the date specified therein, and failure to do so, without adequate justification, may involve cancellation of the Contract at the discretion of the Purchaser.

16. Where counter terms and conditions/printed or cyclostyled conditions of sale have been offered by the tenders, the same shall not be deemed to have been accepted by the Purchaser unless the Purchaser's specific written acceptance thereof is obtained.

## **C. Bid Templates**

### **C.1 Technical Bid - Supply of Painting Items**

#### **1. PAINTING**

**Exterior Apex Emulsion Paint- Colour Shadow Dance (Code: 8303) in 20L bucket**

#### **2. PAINTING**

**Exterior Apex Tile Guard Paint- colour: Terracotta (Code: 0427) in 20L bucket**

#### **3. PAINTING**

**Exterior ACE Emulsion Paint- Colour : Terracotta (Code: 0427) in 20L bucket**

#### **4. PAINTING**

**Exterior Apex Emulsion Paint- Colour: Mehendi-N (Code: 2361) in 20L Bucket**

#### **5. PAINTING**

**Epoxy Paint of GEM paints- Colours: Ferozi (Code: 0121) in 04L Bucket**

#### **6. PAINTING**

**Exterior Apex Emulsion Paint- Colour: White in 20L Bucket**

#### **7. PAINTING**

**Premium apcolite gloss Enamel Paint- Colour: Golden Yellow (Code:0313) in 04L Bucket**

#### **8. PAINTING**

**Premium apcolite gloss Enamel Paint- Colour: Black in 04L Bucket**

#### **9. PAINTING**

**Premium apcolite gloss Enamel Paint- Colour: Smoke Grey (Code:6134) in 04L Bucket**

#### **10. PAINTING**

**Premium apcolite gloss Enamel Paint- Colour: AD Grey (Code: 0601) in 04L Bucket**

**11. PAINTING**

**Premium apcolite gloss Enamel Paint- Colour: Royal Ivory (Code:0331) in 04L Bucket**

**12. PAINTING**

**Fosroc Hydroproof Xtra water proofing liquid in 20L Bucket**

**13. PAINTING**

**Premium apcolite internal acrylic emulsion Paint- Colour: White in 04L Bucket**

**14. PAINTING**

**Sheenlac Wood Polish in 01 Ltr bottle**

**15. PAINTING**

**NC Thinner in 03 Ltr bottle**

**16. PAINTING**

**Turpentine Oil in 03 Ltr Bottle**

**17. PAINTING**

**Wall Putty in 30 Kg Bag**

**18. PAINTING**

**Plaster of Paris (POP) in 05 Kg Bag**

**19. PAINTING**

**Whit Cement in 50Kg Bag**

**20. PAINTING**

**4 inch Roller refill**

**21. PAINTING**

**2 inch Paint Brush**

**Supporting Documents required from Vendor**

## 1. Detailed price break-up in PDF format

5 additional documents can be uploaded by the vendor

## C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.	Yes / No / Explain	
2	Please indicate clearly on which address the order to be placed in the event of placement of order with Contact Persons Name, E-mail id, Phone No	Yes / No / Explain	
3	The address of your Principal/ agent [ if applicable] shall be updated in the ISRO new E procurement portal immediately	Yes / No / Explain	
4	Foreign vendors are not permitted to quote 1. Only Class -I and Class-II Local suppliers as per make in India policy are eligible to participate in the bid. 2. The percentage of local content should be specifically mentioned in the offer, without which the offer will be summarily rejected 3. Preference will be given to Class-I Local Supplier and in their absence, class-II Local supplier will be considered.	Yes / No / Explain	
5	Taxes and other costs, if any.[Please Specify the rates]. Note: All Tax invoices issued by Suppliers/ Service Providers on or after July 01, 2017 shall invariably bear their GST registration number (GSTIN) and the applicable GST rates. In the absence of which, the invoices shall not be processed for payment.	Yes / No / Explain	
6	Delivery Terms [Normal delivery terms - FOR Destination]	Yes / No / Explain	
7	Delivery Period [Please Specify the period, for delay in delivery LD Clause applicable]	Yes / No / Explain	
8	Our usual Payment term is 100% Within 30 days after receipt and acceptance of item at our site.	Yes / No / Explain	
9	Quote Validity: Minimum 90 days from the date of Tender opening.	Yes / No / Explain	

10	Liquidated Damages @ 0.5% per week subject to maximum of 10% of order value is applicable beyond the promised delivery schedule.	Yes / No / Explain	
11	This tender is proposed as a DOMESTIC TENDER. This tender is restricted only to Class-I and Class-II Local Suppliers as defined under DPIIT Order dtd 04/06/2020-Preference to Make in India Order-2017 Revision. Non- Local Suppliers need not quote. Foreign OEMs/Agents quoting on behalf of Foreign OEMs are not permitted to quote. High Sea Sales Quotes not permitted. The bids shall be in INR only.	Yes / No / Explain	
12	Purchase preference to eligible vendors are applicable as per extant notifications issued by the Government of India. The Class-I/Class-II Local suppliers, at the time of submitting their offer, shall also indicate percentage of local content and provide self-certification that the item (s) offered meets the local content requirement for Class-I/Class-II Local Suppliers as the case may be. They shall also give details of location (s) at which the local value addition is made.	Yes / No / Explain	
13	The vendor has to compulsorily submit the compliance statement online otherwise their offer will not be considered for further evaluation. Before entering the compliance statement, vendors are advised to refer the detailed specification provided.	Yes / No / Explain	
14	The Technical Specification/ Drawing/ Product Catalogues/ Works Carried by vendor/ Make offered etc. as a single PDF file without any financial details has to be uploaded online mode by the vendor.	Yes / No / Explain	

15	<p>In cases if the value of quoted item(s) exceed Rs. 10 Crores, the Class- I/Class-II Local Suppliers shall provide a Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. False Declarations will be in breach of the Code of Integrity under Rule 175 (1) (i) (h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.</p>	Yes / No / Explain	
16	<p>If any of the bidders submit any forged or false documents along with the Tender, such tenders will be summarily rejected and such bidders will be blacklisted for all future tenders.</p>	Yes / No / Explain	



17	<p>Arbitration: In the event of any dispute/s difference/s or claim/s arising out of or relating to the interpretation and application of the Contract, such dispute/s or difference or claim/s shall be settled amicably by mutual consultations of the good offices of the respective parties and recognizing their mutual interests attempt to reach a resolution satisfactory to both the parties. If such a resolution is not possible, within 30 days from the date of receipt of written notice of the existence of such dispute/s, then the unresolved dispute/s or difference/s or claim/s shall be referred to the sole arbitrator appointed by the parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation Act 1996 as amended from time to time. The arbitration shall be conducted in Bengaluru in the Arbitration and Conciliation Centre-Bengaluru (Domestic and International) as per its rules and regulations. The expenses for the arbitration shall be shared equally or as may be determined by the arbitrator. The considered and written decision of the arbitrator shall be final and binding between the parties. The applicable language for Arbitration shall be English only. Work under the Contract shall be continued by the Contractor during the pendency of arbitration proceedings, without prejudice to a final adjustment in accordance with the decision of the arbitrator unless otherwise directed in writing by the DEPARTMENT or unless the matter is such that works cannot be possibly continued until the decision (whether final or interim) of the Arbitrator is obtained</p>	Yes / No / Explain	
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18	<p>Force Majeure: a. Neither party shall bear responsibility for the complete or partial non performance of any of his obligations(except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present Purchase Order/Contract) if the non-performance results from such force majeure circumstances such as, but not restricted to, flood, fire, earthquake, civil commotion,sabotage, explosion, epidemic, quarantine restriction, strike, lock-out, freight embargo, acts of the Government either in its sovereign or Contractual capacity, hostility, acts of public enemy and other acts of god as well as war or revolution, military operation, blockade, acts or actions of State authorities or any other circumstance beyond the control of the parties that have arisen after the conclusion of the present Purchase Order/Contract .</p> <p>b. In such Circumstances,the time stipulated for the performance of an obligation under the purchase order/Contract may be proportionately extended.</p> <p>c. The party for whom it become impossible to meet the obligation under this Contract due to force majeure condition, will notify the other party in writing not later than twenty-one days from the date of commencement of the unforeseeable event. Unless otherwise directed by the centre/ unit in writing, the Contractor/supplier shall continue to perform his obligations under the purchase order/Contract as for as is practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event .</p> <p>d. Any certificate issued by the chamber of commerce or any other competent authority or organization of the respective country shall be sufficient proof of commencement and cessation of the above circumstances.</p> <p>e. The force majeure conditions are applicable only to the prime Contractor and purchaser.</p>	Yes / No / Explain	
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### C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Remark
1	PAINTING Exterior Apex Emulsion Paint- Colour Shadow Dance (Code: 8303) in 20L bucket	1.00 Nos.		-		
2	PAINTING Exterior Apex Tile Guard Paint- colour: Terracotta (Code: 0427) in 20L bucket	2.00 Nos.		-		
3	PAINTING Exterior ACE Emulsion Paint- Colour : Terracotta (Code: 0427) in 20L bucket	2.00 Nos.		-		
4	PAINTING Exterior Apex Emulsion Paint- Colour: Mehendi-N (Code: 2361) in 20L Bucket	2.00 Nos.		-		
5	PAINTING Epoxy Paint of GEM paints- Colours: Ferozi (Code: 0121) in 04L Bucket	4.00 Nos.		-		
6	PAINTING Exterior Apex Emulsion Paint- Colour: White in 20L Bucket	3.00 Nos.		-		
7	PAINTING Premium apcolite gloss Enamel Paint- Colour: Golden Yellow (Code:0313) in 04L Bucket	4.00 Nos.		-		

8	PAINTING Premium apcolite gloss Enamel Paint- Colour: Black in 04L Bucket	4.00 Nos.				
9	PAINTING Premium apcolite gloss Enamel Paint- Colour: Smoke Grey (Code:6134) in 04L Bucket	2.00 Nos.				
10	PAINTING Premium apcolite gloss Enamel Paint- Colour: AD Grey (Code: 0601) in 04L Bucket	4.00 Nos.				
11	PAINTING Premium apcolite gloss Enamel Paint- Colour: Royal Ivory (Code:0331) in 04L Bucket	10.00 Nos.				
12	PAINTING Fosroc Hydroproof Xtra water proofing liquid in 20L Bucket	2.00 Nos.				
13	PAINTING Premium apcolite internal acrylic emulsion Paint- Colour: White in 04L Bucket	3.00 Nos.				
14	PAINTING Sheenlac Wood Polish in 01 Ltr bottle	15.00 Nos.				
15	PAINTING NC Thinner in 03 Ltr bottle	5.00 Nos.				
16	PAINTING Turpentine Oil in 03 Ltr Bottle	7.00 Nos.				

17	PAINTING Wall Putty in 30 Kg Bag	2.00 Bags		-		
18	PAINTING Plaster of Paris (POP) in 05 Kg Bag	4.00 Bags		-		
19	PAINTING Whit Cement in 50Kg Bag	10.00 Bags		-		
20	PAINTING 4 inch Roller refill	50.00 Nos.		-		
21	PAINTING 2 inch Paint Brush	10.00 Nos.		-		

**Common charges (Applicable for all items)**

<b>any other charges</b>	
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