



**SECTION-I**

**GENERAL TERMS AND CONDITIONS**

- 1.0 Sealed offers for the supply & installation of Materials/ Job (as per specification attached), may be submitted along with Technical Literature addressed to The Director, National Institute of Rock Mechanics, Outer Ring Road Eshwar Nagar, Banashankari 2<sup>nd</sup> Stage , Bengaluru,560070, Karnataka State,India, up to 17.00 Hrs. on due date as per the tender notice.
- 1.1 The offer Should be addressed to The Director (as above only) by designation and not by name.
- 1.2 NIRM is registered under Department of Science & Technology as a Scientific & Industrial Research Organization as well as Public Funded Research Institute with Government of India. Hence, discount as applicable to Research Institution may be indicated.
- 1.3 Rates offered shall be indicated by bidder both in words and figures. Any over-writing, corrections or alterations should be duly attested by the bidder.
- 1.4 Offers sent by Fax/Email alone may be rejected unless otherwise this is followed by a hard copy duly signed on bidder's letterhead. This should reach office within next three working day of the close of tender enquiry.
- 1.5 If the offer is made by a firm or company, it shall be on its approved letter head duly signed by its authorized principal officer or Director. It should also have its valid GST/TIN etc. No offer will be accepted from any Individual or unregistered firm.
- 1.6 Offers in a sealed envelope super-scribed with the Advt.No, Item No. and due date with the name and address of bidder shall reach well in advance before the closing date and time, either delivered personally at this office or by registered post with Acknowledgement due.
- 1.7 The offers will be opened as scheduled and as indicated in the Institutes web site in the office and in presence of those bidders who choose to be present.
- 1.8 Bidders shall keep their offers open for acceptance by NIRM, for at least 180 days after the date of opening of tenders or by a further period as may be required by us.
- 1.9 National Institute of Rock Mechanics (NIRM) reserves the right to accept any or all offers without assigning any reasons whatsoever. No claim for compensation, etc, whatsoever will be entertained by the purchaser for rejected offers. NIRM will have the right to withdraw the invitation to offer or reject all offers at any state.
- 1.10 In the event of cancellation/rejection of part or whole of the offer, the bidders shall not be entitled to claim any cost, charges, expenses or incidentals, etc., towards the preparation and submission of their offers bids.
- 1.11 Award will be made at the sole and absolute discretion of NIRM which shall be final and binding on the way. No Correspondence will be entertained with the unsuccessful bidder(s) once the offer is awarded.



- 1.12 The successful bidder will be required to enter into an agreement with NIRM immediately and in any case within 30 days from the date of receipt of the order reached in this regard. No supplies will be paid for unless the agreement said above, shall sign the duplicate copy of the purchase order within 30 days of its receipt and submit it to purchase which will be considered as an agreement.
- 1.13 NIRM reserves the right to cancel the order, if the quality of the material(s) delivered fails below the required specification and also if the deliveries are not made in accordance with as indicated by NIRM.
- 1.14 The successful vendor will be responsible for delivery of the goods at the destination in good condition and without any loss or damage from whatever cause.
- 1.15 Failure to make supply in full as per purchase order implies non-fulfillment of Purchase Order. NIRM is not obliged to make any payment in case of such partial or incomplete supplies.
- 1.16 For supplies made beyond the stipulated date of delivery, a penalty of 1.5% per week subject to a maximum of 10% of the value of the total cost of P.O. will be deducted from final payment. No payment will be made, if delay is beyond 90 days, after which the P.O. itself may be deemed expired/ non-operational.
- 1.17 In case of any disputes arising, the place of jurisdiction will be Bangalore Court )Karnataka State, India(.
- 1.18 With prices remaining equal or marginally different, preference will be given to quotations for delivery to NIRM Office premises at Outer Ring Road, Eshwar Nagar, Banshankari 2nd Stage , Bengaluru 560078, Karnataka State, India.(F.O.R Destination).
- 1.19 Vendors must submit along with their offer the latest income tax (Proforma enclosed) and the Sales Tax Clearance Certificate).
- 1.20 Deliveries should be regulated in accordance with the instructions which will be issued to the successful vendor and NIRM reserves the right to cancel any outstanding order, at the end of the period covered by the instructions.
- 1.21 Force Majeure:
  - a. Acts of God (like earth quake, floods, storms, accidents, etc.), Acts of states the direct or indirect consequences of war (declared or undeclared) Hostilities or national emergencies or Civil commotions and strike (only for days exceeding ten (10) of the offers and/or their principals compete factory the offer should inform NIRM by Registered and detailed letter supported by evidence at the beginning and end of all such impediments to NIRM to consider extension of delivery date.
  - b. Delays due to non-availability of wagons, lorries, shipping schedule, etc will not be considered as causes of Force Majeure.
- 1.22 A slight variation in the specification would be acceptable if quotation is in order and the indenter is fully satisfied with the specifications and catalogue provided by the supplier for the product.
- 1.23 Quantity indicated in the tender documents against each item is only provisional. Final requirement would be indicated only at the time of placing the order.



- 1.24 The tentativesupplier(s) may be asked to give demonstration for ordered itemseither at the institute or at the project site depending on the nature of equipment;instrument. They may be asked to leave the same at the institute/project site, for which payment will be made as per the price quoted in the Purchase Order.
- 1.25 Two bid system ( simultaneous receipt of separate technical and financial bid) : For purchasing high value plant, machinery etc. of a complex and technical nature , bids may be submitted in two parts as sought in the tender advertisement.
- i) Technical bid consisting of all technical details along with commercial terms and conditions &
  - ii) Financial bid indicating item wise price for the items mentioned in the technical bid.
- 1.26 Further as per standard purchase rules, all open tender bids attract refundable EMD @ 2% (in INR or equivalent Euro/ US dollars) of the slab in which the estimated bid value falls. EMD should be enclosed along with techno commercial or as sought in the tender advertisement bid. This is mentioned in the individual item specification/tender document.
- 1.27 In case of Indian companies, PAN No. and GST No. must be furnished in your quotation.
- 1.28 The Bidder should not be currently blacklisted by any Government /Government agency/Bank/ Institution etc.The bidder should provide declaration to this effect on their company's letterhead.
- 1.29 The Bidder should provide list of clients who have either procured similar items duringthe last five financial or calendar years.
- 1.30 In case of imports, please note that NIRM is eligible for concession on Central Custom Duty payable.
- 1.31 Beneficiary details to furnish EMD:

Beneficiary : National Institute of Rock Mechanics  
Beneficiary Bank : State Bank of India  
Bank Address : 1615, 1<sup>st</sup> Stage, 50 feet road Kumarswamy layout Bengaluru-560078.  
Account Number : 30745489104  
IFSC Code : SBIN0007631  
Branch Code : 007631

In addition to these general conditions, Terms and conditions as laid down in the specific Tender Notice will also be binding on the bidders and shall override these general conditions in case of any conflict.



## SECTION-II

### TERMS AND CONDITIONS OF IMPORT PURCHASE

- 1.0 For imported items, authorized Indian agents/dealers may also submit the offer after duly obtaining/furnishing the authorization letter from their principals.
- 1.1 The offer should be on F.O.B basis, However offer shall also indicate approx. C.I.F value of the goods.
- 1.2 Please confirm in your quotation that the prices quoted includes any agency commission payable to such agents, please indicate clearly the following details:
- i) The name and address of the Indian agents and the services they will render to us.
  - ii) The percentage of agency Commission included in your quotation.
  - iii) The Agency Commission will be paid in India only in Rupees after acceptance of the product at our end. This should be explicitly discounted in the offer quote.
  - iv) The Registration of Indian Agents would be a pre-requisite for the quotation of their Principals being considered by all Government Departments and public sector Undertakings of the Government. This scheme of registration would also apply in respect of these Indian firms whose services are being retained by foreign Principals against retainer fees, in whatever form they may be.
- 1.3 Delivery Schedule :
- i) The bidder shall quote the minimum delivery period by which time, the material offered could be supplied. As time is the essence of the contract, the bidder should furnish a firm and positive delivery period.
  - ii) The minimum delivery period (in weeks) for the supply of complete plant and machinery, unit wise should be clearly indicated in the offer.
- 1.4 Performance guarantee/warranty conditions:
- All the equipment; plants & machinery and material to be supplied against the scope of this tender shall be covered by the warranty conditions stipulated as under:
- i) The Supplier shall guarantee that the material shall be new and in accordance with the contract documents (purchase order) and free, from defects in design and material workmanship.
  - ii) In the case of all the equipment, the warranty shall be for a period of minimum 12 months from the date of commissioning of the plant or 18 months from the date of receipt of the last consignment of the Equipment; Accessories at the site, whichever is earlier. In this regard, the supplier should furnish a Demand Draft or Bank Guarantee equivalent to 10% of the total value towards performance guarantee (Proforma enclosed).
  - iii) During the period of Warranty, the supplier shall be responsible for any failure of the equipment; components supplied. The supplier will also be responsible for defects that may develop during normal/proper use of the supplies, caused due to faulty design, quality of material or workmanship. The supplier shall remedy such defects, free of cost. The remedial action would include immediate free replacement of the defective unit complete, if necessary, within the prescribed time.



### SECTION-III

#### FINANCIAL CONDITIONS

##### 1.0 PAYMENT

- 1.1 Payment will be made as per NIRM terms ( 100% against delivery). In case, the payment has to made in advance or part, mention the same categorically. In either case of payment terms,it is mandatory to execute a Bank Guarantee / Performance Guarantee for 10% of the Purchase Order value in equivalent INR favoring The Director, National Institute of Rock Mechanics through any Indian Nationalized Bank to be valid for one year till the equipment is installed and performing satisfactorily. This needs to be furnished by the successful bidder once the Procurement is finalized and ahead of NIRM's payment process. All banking details should be mentioned categorically on the quotation/ proforma invoice for effecting payment via Bank Draft/Letter of credit /Wire transfer etc.
- 1.2 In case of indigenousoffers, payment will be made strictly on NIRM weights/measurements/ actual numbers. All consignment will be weighed, measured and of counted in the presence of the supplier of his representative if present and payment will be made for the actual quantity accepted by NIRM.
- 1.3 In case of imported offer, payment against order materialising out of suppliers offer will be on presentation of documents through our Bankers, namely, the State Bank of India, Bengaluru (Kumarswamy Layout branch) Branch, Code: 007631, 1615, 1<sup>st</sup> Stage, 50 feet road Kumarswamy layout Bengaluru, Karnataka, India. The name and address of their Bankers should be indicated in the offer if payment is required through IrrevocableLetter of Credit or Wire Transfer.

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**INCOMETAX CLEARANCE CERTIFICATE**

1. Name and style (of the company, firm, **HUF** or individual) in which the time applicant assessed or assessable to income tax and address for the purpose of assessment.
2. Name address of all companies, firms or association of persons in which the applicant is substantially interested in his individual or Judiciary capacity.

Note: For purpose of clause (2) above, the words substantially interested would have the same meaning as in explanation to section 40 A (2).

3. The income tax Circle/Ward No, District in which the applicant is assessed to income tax and the G.I.R.
4. The following particulars are to be furnished concerning the income tax assessments for the preceding five years.

Year	Total Income Tax Assessed	Demanded	Tax paid	Balance Due
1	2	3	4	5

5. The total contract amount received by the applicant whose name is mentioned against (1) above during the preceding five accounting years (Give date of the closing day of the previous year) being previous year of:

**Note:1.** Tax in columns 3 and 4 clause 4 include all items viz. I. T., S. T., Surcharge, E.P.T. & B.P.T.

**Note:2** If any tax remains unpaid the reasons should be explained in an attached statement.

6. In case there has been no I. T assignment for any year whether *the* returns have been submitted under the section 139 (1) and 139 (2) & 133 of 1. T act 1%1 or tax has been paid in advance under section and tax for each of the four years mentioned above the I. T Circle Ward/District concerned where such returns have been filed, give reason for the same.
7. Whether any attachment or certificate proceedings pending in respect of the arrears, the name and address of branch (es) if any.

I declare that the above information is correct and complete to the best of my Knowledge and belief.

Signature of the Contractor/Supplier..... Signature.....  
 ..... Reg. No.....

Address:.....

Date:.....



I hereby certify that :

- A i) The assessee has furnished complete information about all companies in which he is substantially interested and the firms and association of persons in which he is a partner or member respectively.
  - ii) The returns of income due from the assessee have been filed.
  - iii) The assessee has paid all tax demands due other than those which have been stayed by competent authority.
  - iv) The assessee has been co-operating with the Department in facilitating the completion of the pending assessment.
- B i) There is no information before me that the Companies in which the assessee is substantially interested and the firms and association of persons in which he is partner or member respectively are deliberately not filling the returns or not paying the tax demands or not co- operating with the Department in facilitating the completion of the pending assessments.
- ii) There is no information before me that person having a substantial interest in the applicant company/being members of the applicant association/being partners of the applicant firm are deliberately not filing their returns of income or not paying their tax demands or not co-operating in facilitating the completion of the pending assessments.

This certificate is valid for a year from the date of issue.

Date..... Signature of the I.T.O..... Seal.....

Circle/Ward/District.....



DRAFT OF BANK GUARANTEE IN LIEU OF EMD OR SECURITY DEPOSIT

In consideration of the National Institute of Rock Mechanics, , Outer Ring Road Eshwar Nagar, Banashankari 2<sup>nd</sup> Stage, Bengaluru, 560078, Karnataka State, India called INSTITUTE having agreed to exempt..... hereinafter called the said contractor (5) from the demand under terms and conditions of an agreement dated..... made between..... and..... for ..... (hereinafter called INSTITUTE) of Security Deposit for the due fulfillment by the said contractor (5) of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for Rs..... Rupees.....\*only).

We.....(hereinafter indicate the name of the Bank)

referred to as "The Bank" at the request of contractor's do hereby undertake to pay to the Institute amount not exceeding Rs..... against any loss or damage caused by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said agreement.

we .....do (hereby indicate the name of the Bank)

undertake to pay to the amounts due and payable under this guarantee with any demur, merely on demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the company in the said agreement or by reason of contractor's failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding.....

We undertake to pay to the company any money so demanded notwithstanding any dispute or dispute raised by the contractor/suppliers in any suit or proceeding pending before the court or tribunal relating thereto our liability under this being absolute and unequivocal.

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

we..... further (Indicate the name of the Bank)

agree with the INSTITUTE that the INSTITUTE shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of- the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable the INSTITUTE against the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not relieve from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance act or commission on the part of the Institute or any indulgence by the Institute to the said Contractor(s) by any such matter or taking whatsoever which under the law relating to sureties would, but for this provision have effect of so relieving us.





This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)suppliers.

we ..... lastly undertake (Indicate the name of the Bank)

not to revoke this guarantee during its currency except/with the previous consent of the company in writing.

Dated the..... day of ..... 19

for.....(indicate the name of the Bank)

we .....further agree that (indicate the name of the Bank)

guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the INSTITUTE under or by virtue of the said agreement and have been fully paid and its claims satisfied or discharged for till... ..

..... Office/Department,Ministry of

.....certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharged this guarantee unless a demand or claim under this guarantee is made on us in writing on or before ..... we shall be discharged from all liability under this guarantee thereafter.

Signature

Name \_\_\_\_\_

(in BLOCK LETTERS)

Name of the Bank \_\_\_\_\_

Branch \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_