



COMMERCIAL TERMS AND CONDITIONS

1. Sealed offers for the job/work (as per specification attached), shall be submitted in two bid formats, i.e., technical bid and commercial bid. They should be put in two separate sealed packets inside a sealed cover and marked explicitly. Commercial bids of only those vendors will be considered who qualify in the evaluation of technical bid. The sealed offers should be addressed to THE DIRECTOR, National Institute of Rock Mechanics, Eshwar Nagar, Outer Ring Road, Banashankari 2nd stage, Bengaluru 560070, Karnataka State, India, up to 17.00 Hrs. on due date as per the tender notice.
2. Offers should be submitted in a sealed envelope superscribed with the Advt. No, due date with the name, address of bidder and shall reach well in advance before the closing date and time, either delivered personally at this office or by courier/registered post with acknowledgement due. Bids once submitted will not be allowed for any revision.
3. The Bidder should either be a Company registered under the Companies Act, 1956 or a Proprietary or a Partnership firm, with relevant, valid registration and a certificate to this effect along with GST and PAN should be enclosed with the offers. No offer will be accepted from any individual or unregistered firm.
4. The bidder should be registered class-I contractor for this tender (civil) and should provide a certificate/supporting document for the same.
5. The Bidder should possess the requisite experience, resources, and capabilities in providing the work/supplies necessary to meet the requirements, as described in the tender document.
6. The Bidder should also possess the technical know-how and the financial wherewithal that would be required to understand, plan and complete the scope of work. The bid must be complete in all respects and should cover the entire scope of work as stipulated in the document. Bidders not meeting the Eligibility Criteria will not be considered for further evaluation.
7. The Bidder should provide reference of 2 (two) clients where projects have been completed or executed for government/corporate office civil works during the last 3 financial years. Details of at least two works completed costing not less than ₹ 25 Lakhs each.
8. The Bidder should not be currently blacklisted by any Government / Government agency/ Bank / institution etc. If any arbitration is in progress, it should be intimated along with the technical offer. The bidder should provide declaration to this effect on their company's letterhead. In case the documents submitted by the bidder are found to be fake/not valid then the offer shall be rejected.
9. Bidders shall keep their offers open for acceptance by NIRM for at least 90 days after the date of opening of tenders or by a further period as may be required by NIRM.
10. The successful bidder shall be required to enter into an agreement with NIRM immediately and in any case within 10 days from the date of receipt of the Expression of Interest (EoI)



reached in this regard. The contract shall not be valid unless the agreement said above, shall be signed the duplicate copy of the purchase order within 10 days of its receipt and submitted to NIRM which will be considered as an agreement.

11. The bidder should specify the period of execution and completion of the whole work till handover.
12. All the items, components and accessories must conform to the technical specifications as in the general terms and conditions of the tender documents.
13. 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. The tentative supplier(s)/contractor(s) shall give demonstration of samples/specifications for the ordered items before execution of the work.
14. All prices shall be expressed in Indian National Rupees (INR, ₹) only. The rates offered shall be indicated by the bidder both in words and figures in the prescribed format as attached in the tender document. Any over-writing, corrections or alterations should be duly attested by the bidder.
15. Award will be made at the sole and absolute discretion of NIRM which shall be final and binding on the whole contract. No Correspondence will be entertained with the unsuccessful bidder(s) once the offer is awarded.
16. NIRM reserves the right to cancel the order if the quality of the material (s) delivered falls below the required specification and also if the deliveries are not made in accordance with the specifications in the tender documents.
17. National Institute of Rock Mechanics (NIRM) reserves the right to accept or reject 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 reserves the right to withdraw the NIT at any time.
18. Deliveries should be regulated in accordance with the instructions which will be issued to the qualified contractor and NIRM reserves the right to cancel any outstanding order, at the end of the period. The successful contractor will be responsible for delivery of the goods at the destination in good condition and without any loss or damage from whatsoever the cause.
19. Failure to complete the work/job in full as per Work Order (WO) implies non-fulfilment of Work Order. NIRM is not obliged to make any payment in case of such partial or incomplete work/supplies.
20. A slight variation in the specification would be acceptable if the offer is in order and NIRM is fully satisfied with the specifications and catalogue/documents provided by the supplier/contractor for the product/work.
21. The selected bidder/contractor will have to coordinate with the designated officer/consultant as constituted by NIRM during the execution of work.



22. For supplies/work made beyond the stipulated date of delivery/work, a penalty of 1.5% per week will be deducted from final payment. No payment will be made, if the delay is beyond 60 days, after which the P.O. itself may be deemed expired/ non-operational.
23. A record/measurement book (MB) in triplicate copy should be maintained by the contractor, technical staff and the supervisor. The periodical billing should be based on the MB jointly signed and verified by the Bidder/Contractor and NIRM.
24. Further as per standard purchase/work, a refundable EMD as indicated in the NIT should be submitted favouring National Institute of Rock Mechanics, Bengaluru in the form of DD and should be enclosed along with the technical offer. The offers without the requisite EMD will not be considered. EMD shall be refunded to the unsuccessful bidder after 30 days of award of contract. No interest will be paid on the EMD. EMD shall be forfeited if the tenderer revokes after award of the contract and fails to begin execution of work.

25. Financial Condition

- a. Prices should include all cost including all taxes, duties levies, GST must be indicated separately including warranty/guarantee.
- b. Price escalation/alteration is not allowed during the execution and completion of the contract under any circumstances.
- c. All payments will be made strictly by NIRM as per the terms of the WO and after the applicable statutory deductions like TDS, GST-TDS etc as per the rules.
- d. Bidders must submit along with their offer the Income tax return filed for the previous two Assessment years.
- e. Audited annual accounts for the previous two years.
- f. The bidder must make sure that the GST as per the tax invoice is paid to the Government within due date and required returns filed in the GSTN portal to facilitate NIRM to avail ITC.
- g. If NIRM fails to avail Input tax credit on eligible inputs or ITC claimed is disallowed due to failure on the part of the bidder to make payment or issue of proper tax invoice or any other reason whatsoever, the GST already paid based on the tax invoice shall be recovered from the current bill or any other dues of the bidder.
- h. Statutory levies or any other tax on materials in respect of this contract shall be payable by Contractor and NIRM shall not entertain any claim what-so-ever in this respect.

26. Force Majeure:

- a. Acts of God (like earthquake, floods, storms, accidents, etc.), fire, floods, embargoes, war, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other disturbances, acts of states the direct or indirect consequences of war (declared or undeclared) Hostilities or National Emergencies or Civil commotions, provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of non-performance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached the agreement for failure or delay in fulfilling or performing any obligation under the contract agreement when such failure or delay is caused. The bidder/contractor shall provide NIRM with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, supported by evidence at the



beginning and end of all such impediments to NIRM to consider extension of delivery date, if any reasonable.

- b. Delays due to non-availability of wagons, lorries, shipping schedule, etc will not be considered as causes of Force Majeure.

27. In case of any disputes arising, the place of jurisdiction will be Bengaluru's (Karnataka State, India).

28. In addition to the above commercial terms and conditions, general conditions as in the technical specification and other terms, conditions in the work order will also be binding on the bidders/contractors.
