

8. Consignee/Paying Authority:

Consignee Address	Paying Authority Address
Depot Officer, Central Stores, NEC, Coal India Ltd., Margherita P.O, Dist.Tinsukia, Assam, PIN-786 181	Area Manager(F), NEC, Coal India Ltd., P.O. Margherita – 786 181, Dist.Tinsukia , Assam.

9. Our Sales Tax Registration: CST No. DIG/CST/0033 dt. 14-7-2005 VAT-TIN GST/18140032854 dt.19-4-2005, Service Tax Registration, AABCC 3929JST2002, Excise Registration No.AABCC3929JEM001, ECC Code No. AABC 3929JEM001, Division Code : Margherita-II, AT Road, Assam – 786 181, Code- 740206, Division/ Code : Digboi, IOC New Market Road, Assam – 786 171, Code – 7401, Commissionerate/Code: Milan Nagar, Dibrugarh, Assam – 786 003

10. **Payment terms:** 100% payment shall be made by A/c payee Cheque within 30 days after receipt and acceptance of stores at site or submission of bill(s) whichever is later. The payment shall be made by "Electronic Fund Transfer" (EFT) or e-payment. You are therefore requested to indicate EFT No. and other relevant details in your offer/bills(s).

11. Submission of bills: 100% bill with taxes & duties stamped and pre-receipted addressed to the Paying Authority in triplicate shall be submitted to Paying Authority. A copy of same may be submitted to the consignee also.

(i) Receipted Challan

(ii) Any other documents required as per order duly authenticated.

12. **Mode of dispatch & Road Permit:** The materials are to be transported by road up to the destination by Road transportation on Door Delivery basis at your risk. If not specified otherwise. As per present rules of Assam State Govt. Road Permit is required to be accompanied with each supply in case of Road Transportation. You are advised to write to the consignee for issue of necessary Road Permit before arranging dispatch.

13. **Inspection Clause:** No pre dispatch inspection shall be done. The final inspection shall be carried out at consignees premises by the authorized authority of the consignee after receipt of material.

However, NEC Coal India Ltd., reserve the right to get the material inspected by deputing authorized Personnel or through a third Party. The cost of third party inspection, if carried out, shall be borne by NEC unless specified.

14. **LIQUIDATED DAMAGES:** In the event of failure to deliver or despatch the stores within the stipulated date/period in accordance with the samples and / or specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, NEC, CIL should have the right:-

a) To recover from the successful tenderer, a sum of 0.5 % (half percent) of the price of any stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (Ten percent)

b) or to purchase elsewhere, after due notice to the successful tenderer on the account and at the risk of the defaulting supplier the stores not supplied or others of similar description without cancelling the supply order in respect of the consignment not yet due for supply or,

c) To cancel the supply order or a portion thereof and if so desired to purchase the stores at the risk and cost of the defaulting supplier and also,

d) To extend the period of delivery with or without penalty as may be considered fit and proper, the penalty, if imposed shall not be more than the liquidated damages referred to in clause (a) above.

e) To forfeit the security deposit fully or partly.

f) Whenever, under this contract, a sum of money is recoverable from and payable by the supplier, NEC, CIL shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any contract should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay NEC, CIL on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase

15. **FORCE MAJEURE:** If the execution of the contract/supply order is delayed beyond the period stipulated in the contract/supply order as a result of outbreak of hostilities, declaration of an embargo or blockage or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God, then the purchaser may allow such additional time by extending the delivery period as he considers to be justified by the circumstances of the case and his decision in this regard shall be final. If and when additional time is granted by the purchaser, the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended. Power failure will not be considered as a force majeure conditions.

16. **PRICE FALL CLAUSE:** The price charged for the stores supplied against this tender by you shall in no event exceed the lowest price at which you sell or offer to sell the stores of identical description to any other party during the said period.

If the supplier at any time during the period of contract concluded against this tender reduces the sale price, sells or offers to sell such stores to any other organization at a price lower than the price chargeable under the contract, the supplier shall forthwith notify such reduction of sale price to the undersigned and the price payable under the contract for stores supplied after the date of coming in force of such reduction in sale price, shall stand correspondingly reduced. The above stipulation will not however apply to exports by the contract holder.

17. **WARRANTY/GUARANTEE:** Unless otherwise specified in the Technical Specification – Annexure "A", the Warranty/Guarantee clause will be as follows:-

The tenderers shall be fully responsible for the manufacturers warranty in respect of proper design, quality, workmanship of the materials for a period of 12 months on the date of receipt and acceptance of materials at ultimate destinations. The supplier shall be responsible for any defect that may, under the condition provided for by the contract and under proper use, arise due to faulty materials, design or workmanship and shall remedy such defect at his own cost. If it becomes so necessary for the supplier to replace or to renew any defective part, such replacement or renewal shall be made by the supplier without any extra cost to Northern Coalfields Limited. and within 30 days of issue of letter for replacement.

18. **PERFORMANCE BANK GUARANTEE:** Applicable/Not applicable. If applicable the provisions shall be as under:- The successful tenderer shall furnish a Performance Guarantee equivalent to 10% of the total value of the supply order/contract, (by adding Excise Duty and Sales Tax etc. to the FOR destination price of the equipment ordered, in case of suppliers from purchaser's country and the estimated Marine freight and insurance, port charges and customs duty etc., in case of imported items). The performance guarantee shall be submitted in the form of a Bank Guarantee issued by a scheduled bank in the format attached as Annexure-C (on a non judicial stamp paper of value Rs.250.00 only). This Bank Guarantee shall be initially valid for a period of 18 months from the date of dispatch of the equipment and the same shall either be released or extended depending upon the merit of the case. This Performance Guarantee shall be for the performance of the contract/supply order.

The contract is concluded with this acceptance. You are requested to kindly acknowledge receipt of the supply order.

Yours faithfully,

For and on behalf of North Eastern Coalfields
Margherita

Encl: As above.

Copy forwarded to:-

Consignee : Depot Officer, Central Stores, NEC, Margherita

Paying Authority : Dy.GM(F), NEC, Margherita

Indentor : Agent

Copy to: SO(E&M), NEC, 5) Bill Section, 6) Indent File.