

नार्थ ईस्टर्न कोलफील्ड्स

कोल इण्डिया लिमिटेड

(महाराज कम्पनी)

महा प्रबन्धक का कार्यालय

मारघेरिता 786181 (असम)

फोन - (03751)220283

ईपिबिएक्स -03751-220329/220339

फैक्स - 03751 -220354

ई.मेल - gm.nec.cil@coalindia.in



NORTH EASTERN COALFIELDS

COAL INDIA LIMITED

(A Maharatna PSU under MoC)

Office of the General Manager

Margherita-786181 (ASSAM)

Phone - 03751 -220283

EPABX - 03751 - 220329 / 220339

Fax- (03751) - 220354 .

E-mail : saptarshi.day@coalindia.in

Corporate Identity No.L23109WB1973GO1028844

No. . NEC/223192016/16/04

SPEED POST

Dt. 07/5/24

TO

FORMAL SUPPLY ORDER(REV)

M/s. Shri Ram Enterprise	
Floor no.4 th ,A-wing 401 Jay Santosho Maa Dham Fun Fiesta Road, Nallasopara West-401203	PCC: By Speed Post. PR 1300085399 dt. 11/7/23 PR 1700091396 dt. 9/2/24
GST No. 27CIJPD6035P1ZU	N/S No. 1.NEC/SYS/13/1618 dt.12/12/2023 & E&T/Xerox/23-24/10 dt.19/05/2023
e-mail: shriramentprise1509@gmail.com	B.C. 1) 22/P.35/O.C. dt.23/06/23 for Rs.74,329.12 A/c. REV f.y.23-24 (Other Cons.) & 97/P.42/O.C. dt.24/01/24 for Rs.5288.12 A/c. REV f.y. 23-24(Other Cons.)
M/No.7276115532	F.C.No. 15/P.12/O.C. dt.06/05/24 for Rs.22652.46 A/c. REV f.y.24-25 (Other Cons.)

Sub: This Limited Tender no. NEC/ 223192016/16 dt.11/03/24 due on.26/03/24

Your Quotation no:NIL dt.19/03/2024

Dear Sirs,

With reference to the above, please be informed that your above offer for supply of the following material(s) is accepted and we hereby place formal supply order on you for supply of the materials. The supply shall be governed by the specification, prices, terms & conditions mentioned here under and also unless otherwise specified as per General Terms & Conditions enclosed with the NIT.

Scope of supply:

NIT Sl. No	DESCRIPTION OF ITEMS	Unit	Qty	Unit Rate	Amount with GST@18%
2	Canon make (Model NPG51) Tonner Cartridge for Canon(Make Model-IR2525W) Photocopier Machine.	Nos	02	1180/-	Rs.2360.00
4	Part no.106R03393 of Xerox make (Model Versalink B7025 for Xerox (Make model Versalink B7025) Photocopier Machine.	Nos	01	6077/-	Rs.6077.00
Grand Total with GST					Rs.8437.00

Commercial terms:

1. F.O.R – Central Stores, NEC, Margherita

2. GST Inclusive @18%

3. Delivery: Within 30days as per our NIT.

4. Payment: 100% within 30 days of receipt and acceptance of materials by EFT as per our NIT.

5. Security Deposit: Not applicable as the order value of the order is less than Rs.2.0 lac.

All other terms & conditions as per our NIT.

Area Manager(MM)

PTO

7. Consignee/Paying Authority:

Consignee Address	Paying Authority Address
Via:-Depot Officer, Regional Stores NEC, Margherita,-786 181, Assam. e-mail: rakesh.kolita@coalindia.in	Area Manager(F), NEC, Coal India Ltd., P.O. Margherita - 786 181. Dist Tinsukia , Assam. e-mail- jnandeep.nayak@coalindia.in

8. Submission of bills: (i) 100% bill with taxes & duties stamped and pre-receipted indicating HSN codes for the supplied items along with bank details & addressed to North Eastern Coalfields, Coal India Ltd., Margherita , GSTN NO. 18AABCC3929J1ZJ in triplicate shall be submitted to the Paying Authority as indicated above. A copy of same may be submitted to the consignee also.

(ii) Receipted Challan

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

Please note that all tax invoices / bills should be drawn only in favour of "North Eastern Coalfields, Coal India Limited" , P.O.Margherita - 786 181 for processing payment.

9. Payment terms: As stipulated in clause no. 4 in the pre page.

10. **Inspection Clause.** No pre despatch inspection shall be done. The final inspection shall be carried out at consignees premises by the authorized authority of the consignee after receipt of materials.

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.

11. **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

12. **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.

13. **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.

14. **WARRANTY/GUARANTEE:** Unless otherwise, 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.

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

Yours faithfully,


Area Manager(MM)

For and on behalf of
North Eastern Coalfields
Margherita

Copy forwarded to;

Paying Authority : Area Manager (F),NEC, Margherita

Cc: Depot Officer Central Stores, NEC, Margherita.

Cc: Bill Section , and Indent File.

Cc: Engineer in-charge(E&T)