

1. **Place of Delivery** –Stores Department, RCB, FARIDABAD.
2. **Date of Delivery :** On or Before – **As indicated in the Supply Order**
3. **Instructions for dispatch of Goods:** In case of mofussal firms intimation regarding dispatch of goods should immediately be sent through Speed Post/telegram to the Administrative Officer, RCB, FARIDABAD, to enable the Institute to take the delivery on Indemnity bond to avoid demurrage/warfrage. Information with regard to the Railway Receipt No. No. of Packages, Freight paid/to pay must be indicated. In case these instruction are not fully complied with the demurrage liability of such charges shall rest with the senders.  
(a) the package should be addressed to the Administrative Officer, RCB, FARIDABAD with clear indication of supply order number.
4. **Acknowledgement and discrepancies:** The receipt of the supply order to any discrepancies should be checked and pointed out within 10 days of issue of this order. In case no letter to the contrary is received from the firm within 10 days, it will assumed that the order has been accepted in full even through it may have been placed after the laps of the Validity period of the quotation.
5. **Liquidated Damages Clause :-**
  - (a) The delivery date as stipulated shall be strictly adhered to failing which the Institute reserves the right to refuse the supplies. The extension of the date of delivery, if required should be obtained before the expected delivery date. The Institute also reserves the right to impose liquidated damages as enumerated below or to effect risk purchase on the firm's cost and risk.
    - (i) Supply delay for one week or a part thereof - @ 0.5%
    - (ii) Supply delay for an additional week or a part thereof - @ 0.5% (subject to a ceiling of 10% of the order value.
  - (b) In case of non-supply of items within a period of two months in excess of the stipulated delivery period, the order shall be cancelled and the following penalty shall be levied at the discretion of the Executive Director, RCB, FARIDABAD or his authorized representative:
    - (i) Supply order of the value of Rs.100/- or below : No. Liq. Damages.
    - (ii) ) Supply orders which remain unexecuted and total value of non-supplied items is above Rs.10000/-: @ 10% and/or administrative action, as deemed fit shall be taken against the defaulter.
6. **Discrepancy of Omission:** The payments are made strictly on the basis of the supply order and firms are advised not to charge anything over and above the amount stipulated in the Supply Order. In the event of there being any discrepancy, the matter should first be referred to the Institute for the issue of necessary amendments to the Supply order before submission of the bill.
7. **Challan:** The supplier should submit the Challan, in triplicate, along with the goods to the respective Stores/Deptt./Lab. (Mentioned in the first page) RCB, FARIDABAD,
8. **Sales Tax/VAT:** In case Sales Tax/VAT Charged, the suppliers are requested to indicate their Sales Tax Registration Number and following declaration should be endorsed on each copy of the bill.

**“Certified that the Stores mentioned in this bill are not exempted from the Sales Tax under the Sales Tax Act or Rules made there under and that said taxes have been charged according to the rate.”**

9. All bills should be addressed in the name of the Executive Director, RCB and submitted to the Administrative Officer, RCB, FARIDABAD, in triplicate.
10. Excise Surcharge: Following Certificate should also be endorsed on each copy of the bill at the time of charging Excise Duty, if admissible:

**“It is certified that the Excise Duty included in the bill is in accordance with the Excise Duty Rules and that the Stores on which the Excise Duty has been charged are not exempted from Excise Duty under the Rules framed by the Govt. of India for this purpose”.**

11. Stores/supplies pertains to the Supply Order may be dispatched in one lot as far as possible.
12. The payment will be made after satisfactory receipt of ordered Goods (complete supplies) through A/c payee Cheque drawn on State Bank of India, sent by Registered Post/courier.
13. The comprehensive warranty will be \_\_\_\_\_ years (including all spares and labor) from the date of satisfactory installation (*Applicable in case of equipment*).
14. The rates for Comprehensive AMC (including all spares & labor) will be applicable @ \_\_\_\_% of ordered value from 6<sup>th</sup> year to 10<sup>th</sup> year per machine/per year after the expiry of warranty period of 5 years (*Applicable in case of Equipment*).
15. **Payment : (*In case of Equipment*)** : 90% payment of order value payable on presentation of Inspection Note and Installation Certificate issued by the purchaser. Balance 10% against submission of Performance Bank Guarantee valid upto 60 days beyond the warranty period.

Or

100% payment of order value payable on presentation of Inspection Note and Installation Certificate issued by the purchaser against a Performance Bank Guarantee of 10% order value valid upto 60 days beyond the warranty period.

**18. Penalty clause (*In case of Equipment*):**

As the time is the essence of the contract the supplier shall have to supply, install, commission and satisfactorily demonstrate the equipment within the stipulated delivery period, failing which they will forego E.M.D./Security Deposit furnished by them and necessary action, as deemed fit, will be taken against the firm as per rules.

**19. Resolution of Dispute/Arbitration:**

All disputes and, if any that arise between the RCB, FARIDABAD and the supplier out of or in connection with the terms and conditions contained herein or as to the construction of application thereof or the respective rights and obligations of the parties there-under or as to any clause or thing herein contained or by reason of the supply or failure of refusal to supply any material or as to any other matter in any way relating to these presents shall be referred to a single Arbitration, in case the parties agree upon one, otherwise two arbitrators, one to be appointed by the supplier and the other by the RCB, FARIDABAD and an umpire in accordance with the subject to the provision of Indian Arbitration Act, 1940 for any statutory replacement or modifications thereof for the time being in force. The venue of such arbitration shall be FARIDABAD/Delhi. The decision of the arbitrator shall be final & binding upon

**20. Force Majeure:**

Any failure or omission to carry out the provisions of this contract/supply order by the supplier shall not give rise to any claim by the supplier and the Institute, one against the other, if such failure or omission arises from the act of God, which shall include all acts of natural calamities such as fire, floods, civil strike, compliance with any statute regulations of the Govt., Lockouts, and strikes, riots, embargoes, or from any political or other reason beyond control of supplier and their Indian agent including war (whether declared or not) civil war or state of insurrection, provided notice of the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of any event which could be attributed to Force Majeure conditions.

**21. Jurisdiction:**

The courts at FARIDABAD/New Delhi will have the jurisdiction to try any matter, disputes or difference between the parties arising out of the contract. It is specifically agreed that no court outside and other than Court at New Delhi shall have jurisdiction in the matter.