

**NUMALIGARH REFINERY LIMITED**  
**General Purchase Conditions (Indigenous)**

Definition :

1. 'NRL' means 'Numaligarh Refinery Limited.'
2. 'Vendor' means a Person or Firm or Company, to whom the order is addressed, for supply of goods and/or services.
3. Banker : Unless otherwise specified, NRL's banker at Numaligarh shall be : State Bank of India, NRL Complex, P.O. NR Project, Pin : 785699, Dist. Golaghat, Assam. Bank Code : 5377.

1.	<b>Price Basis</b>	Prices are to be quoted on FOT NRL Site, Numaligarh basis (or, FOT NRL Guwahati/New Delhi/Calcutta basis, as the case may be) showing break-up of taxes, duties, packing & forwarding, freight and transit insurance charges, <b>(all in % age)</b> .
2.	<b>Firm Price</b>	Quoted prices shall remain firm and fixed till complete execution of the order.
3.	<b>Payment Term</b>	Unless otherwise specified/agreed, the payment term shall be "100% within 30 days of receipt and acceptance of goods."
4.	<b>Weights &amp; Measurements</b>	All weights and measurements recorded by NRL on receipt of materials shall be treated as final and binding.
5.	<b>Qty. Tolerance</b>	For Steel Items, $\pm 0.5\%$ qty. tolerance for weigh bridge scale variation or, std. rolling tolerance (as applicable) for sectional weight measurements shall be permissible.
6.	<b>Transportation</b>	Unless otherwise agreed upon, transportation of goods upto the specified destination shall be in vendor's scope.
7.	<b>Despatch</b>	Unless otherwise specified, all LR/RR etc. must be in the name of Numaligarh Refinery Limited and not 'Self'. Any demurrage or wharfage paid by NRL to the carriers due to consignments being booked as 'Self' will be recovered from the vendor. No consignment shall be booked on 'Said to Contain' basis. If so, it will be at vendor's own responsibility and risk.
8.	<b>Packing, Marking Shipping &amp; Documentation</b>	<p>All consignments must be securely and appropriately packed and should conform to Standard Material Transport Regulations. The vendor will be held liable for any damages to the goods due to insufficient or defective packing as well as for corrosion due to insufficient protection.</p> <p>Each package shall be clearly marked with indelible paint with the <i>Purchase Order No., From (Name &amp; Add.), To (Name &amp; Add.), Destination, Item Net &amp; Gross Weight, Case No.</i> (Sl. No. of Total Cases) &amp; <i>Dimensions</i>, and shall contain copies of despatch documents and packing list.</p> <p>Details given in the "<i>Packing, Marking, Shipping and Documentation Specification for Indigenous Materials</i>" – wherever enclosed with a Purchase Order, shall be strictly followed.</p>
9.	<b>Test Certificate</b>	<p>Test certificate of representative samples conforming to PO specifications from the manufacturer/Govt. approved laboratory/NRL nominated agency must be furnished alongwith supplies.</p> <p>In case of 3<sup>rd</sup> Party Inspection, the Inspection Reports must accompany all despatch documents as well as supplies.</p>
10.	<b>Guarantee</b>	Vendor shall guarantee NRL against any and all defects in design, workmanship of material and performance for a period of 12 months from the date of commissioning/installation or 24 months from the date of last despatch, whichever expires first. Should any defects develop during the guarantee period, it should be remedied promptly free of cost by the vendor and all expenses for transportation of goods necessitated for such repairs or replacement shall be borne by the vendor. The guarantee period for such repaired/replaced goods shall again be 12 months from the date of commissioning/installation.
11.	<b>Insurance Charges</b>	Transit insurance shall be in NRL's scope only when specifically agreed upon. In such cases, vendor shall intimate despatch details and value of goods in advance per fax for transit insurance coverage.
12.	<b>Bank Charges</b>	Unless otherwise specified, in case of payment through bank, respective bank charges shall be to respective account.
13.	<b>Offer Validity</b>	The vendor's offer shall be valid for acceptance for a period of <b>90 days</b> from the final due date of the enquiry.

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14.	<b>Taxes &amp; Duties</b>	<p>In case of applicability of Excise Duty (ED), relevant ED paid challan-cum-invoice must accompany supplies. For claiming Sales Tax, particulars of Sales Tax registration certificate shall be furnished alongwith invoices.</p> <p>Statutory variation in taxes &amp; duties within the contractual delivery period shall be borne by NRL.</p> <p>However, in case of delay on a/c of vendor, any new or additional taxes &amp; duties imposed after the contractual delivery date shall be borne by the vendor.</p> <p><b>NRL's CST Regd. No. : GAU(C)/C-2705. PAN No. : AAA CN 6984B</b>  <b>Excise Regd. No. : 1/CH-27/GLT(060202)/94; ECC : 060204001P; Excise Range : Golaghat – 1 (Assam); Division : Jorhat (Assam); Collectorate : Shillong (Meghalaya).</b></p>
15.	<b>Delivery Period &amp; Delayed Delivery</b>	<p>The delivery period quoted/agreed shall be strictly followed. Failing supplies in time, NRL reserves the right to cancel the order and take alternative procurement action solely at the risk and cost of the vendor.</p> <p>In case of delay in execution of the order, NRL may at its option, recover from the vendor price reduction of 0.5% of the value of delayed goods per week of delay or part thereof subject to a maximum of 5% of the total order value of goods.</p>
16.	<b>Repeat Order</b>	Repeat Order shall be acceptable to the vendor within <b>6 months</b> from the date of the Basic Order at the same prices, terms & conditions as that in the Basic Order.
17.	<b>Part Order</b>	Part Order shall be acceptable to the vendor. However, the quantity mentioned in the enquiry documents for each item shall be ordered on one vendor. All applicable lumpsum charges, if any, shall be pro-rata on value basis.
18.	<b>Changes in Terms &amp; Conditions</b>	NRL reserves the right to make changes at any time in quantities of items ordered or in specification and drawings. If such changes cause an increase or decrease in the amount due or in the delivery period, an equitable adjustment shall be made. Any claim for adjustment under this provision must be assessed within 10 days from the date when the changes are ordered.
19.	<b>Right of Rejection</b>	NRL reserves the unfettered right to reject any or all offers without assigning any reasons thereof.
20.	<b>Arbitration</b>	Any dispute whatsoever in any way arising out of or relating to a Purchase Order shall be referred to arbitration of the Chief Executive of Numaligarh Refinery Limited or, to the sole arbitration of some person nominated by him. There shall be no objection if the arbitrator so appointed happens to be an employee of NRL. The award of the arbitrator shall be final, conclusive and binding on all parties.
21.	<b>Jurisdiction</b>	Any dispute relating to the purchase of goods between NRL and vendor shall be subject to the jurisdiction of a Court of Law situated in the State of Assam.
22.	<b>Acceptance of Order</b>	In the event of order being placed, the vendor shall acknowledge receipt and acceptance in toto to the Purchase Order by signing and returning the duplicate copy within 10 days from the date of the order, failing which, the Purchase Order shall be deemed to have been accepted by the vendor in toto.
23.	<b>Distribution of Documents</b>	Invoices and other original despatch documents in case of direct payment and advance copies of despatch documents in case of thro' Bank payments, shall be sent to the <i>Finance, Commercial &amp; Materials Deptt.</i> of NRL individually.
24.	<b>Conflict among other Terms and Conditions</b>	In case of conflict between these General Terms & Conditions and any other special or typed conditions agreed to for a particular Purchase Order, the latter shall prevail to the extent applicable.
25.	<b>Non Assignment</b>	The Purchase Order shall not be assigned by the vendor to any other party without prior written permission from NRL.
26.	<b>Control Regulations</b>	Vendor shall arrange for supply and despatch in strict conformity with the control regulations applicable and after obtaining permits, if any, under the regulations in force from time to time.
27.	<b>Govt. Policy</b>	The existing policy of the Government of India with regard to Purchase Preference to Public Sector Enterprises shall be applicable.