

General Terms & Conditions

COMMERCIAL TERMS & CONDITIONS :-

PRICE ESCALATION : THE PRICES MENTIONED ARE FIRM AND FINAL AND NO ESCALATION OF ANY NATURE ON THE PRICE WILL BE PERMITTED DURING PENDENCY OF THE ORDER.

PACKING / FORWARDING : INCLUSIVE. ITEM SHOULD BE SUITABLY PACKED FOR DESPATCHING BY ROAD TO OUR SITE.

TAXES : GST EXTRA AT ACTUALS.

TRANSIT INSURANCE: TRANSIT INSURANCE WILL COVER BY SELLER.

ACTUAL DELIVERY DATE : Within 2 Weeks

TERMS OF DELIVERY : MATERIAL SHALL BE DELIVERED TO **Bhavan's R.K. Sarda Vidya Mandir, GSI TI, VIA MCF, Village-Baronda, Saddu, Raipur (C.G.) 493111.**

MATERIAL SHALL BE SUITABLY PACKED FOR TRANSPORTATION BY ROAD / RAIL TO OUR SITE SO THAT IT WILL NOT DAMAGE, LOSS, DETERIORATE, DEGRADE OR SUBSTITUTE IN TRANSIT.

DO N'T DISPATCH NON COMPATIBLE (HAZARDOUS MATERIAL) TOGETHER.

DESPATCH DOCUMENTS : YOU SHALL SUBMIT THE FOLLOWING ORIGINAL DOCUMENTS IN TRIPLICATE FOR PAYMENT:

1. CHALLAN
2. PACKING LIST, IF ANY
3. INVOICE TWO COPY (ORIGINAL FOR RECEIPT & DUPLICATE FOR TRANSPORTER)
4. GUARANTEE CERTIFICATE.

IN ABSENCE OF ABOVE DOCUMENTS YOUR BILLS SHALL NOT BE CLEARED WITHIN TIME.

DESPATCH INFORMATION : SOON AFTER YOU DESPATCH THE MATERIAL, PLEASE FORWARD ONE SET OF DESPATCH DOCUMENTS THROUGH MAIL (MAIL ID: info@bvbraipur.org)

PAYMENT TERM :

PAYMENT WILL BE RELEASED ON 15-TH DAY FROM DATE OF ACCEPTANCE OF MATERIAL **Bhavan's R.K. Sarda Vidya Mandir, Raipur, Chhattisgarh.**

INVOICE (ORIGINAL FOR RECIPIENT AND DUPLICATE FOR TRANSPORTER) SHOULD BE REACHED AT WITH YOUR MATERIALS.

IN CASE OF SHORTAGE / RATE DIFFERENCE IN INVOICE , CREDIT NOTE SHOULD BE REACHED TO **Bhavan's R.K. Sarda Vidya Mandir** WITH IN 7 DAYS OF INTIMATION TO VENDOR OVER EMAIL.

Bhavan's R.K. Sarda Vidya Mandir WILL NOT BE RESPONSIBLE FOR DELAY IN PAYMENT DUE TO DELAYED SUBMISSION OF INVOICE (ORIGINAL FOR RECIPIENT AND DUPLICATE FOR TRANSPORTER) AND CREDIT NOTE AND ALSO WILL NOT LIABLE TO PAY INTEREST AGAINST DELAYED PAYMENT.

GUARRANTY : EQUIPMENT SUPPLIED AGAINST THIS P.O. SHALL BE GUARRANTEED AGAINST ANY MANUFACTURING / QUALITY DEFECT OR BAD WORKMANSHIP & SATISFACTORY OPERATION FOR A PERIOD OF 36 MONTHS FROM THE DATE OF RECEIPT OF MATERIAL AT **Bhavan's R.K. Sarda Vidya Mandir**.

YOU SHALL GAURANTEE THAT THE GOODS SUPPLIED BY YOU IS BRAND NEW, UNUSED, FREE FROM ANY DEFECTS ANS SHALL BE OF GOOD WORKMANSHIP AND IN ACCORDANCE WITH THE PURCHASE ORDER SPECIFICATION AND SHALL UNDER NORMAL OPERATIONS, SHOW NO DEFECT DUE TO MATERIAL OR WORKSMANSHIP.

LIQUIDATED DAMAGES : YOU WILL SUPPLY THE ORDERED MATERIAL WITHIN STIPULATED DELIVERY PERIOD. HOWEVER INCASE OF DELAY IN SUPPLY BEYOND THE STIPULATED PERIOD. LIQUIDATED DAMAGES @ 0.5% PER WEEK MAXIMUM UPTO 5% OF BASIC VALUE OF ORDER WILL BE PAYABLE BY YOU AFTER DELIVERY DATE COMPLITION.

REJECTION PENALTY :# "IN CASE OF REJECTION OF MATERIAL# DUE TO REASONS ATTRIBUTED TO SUPPLIER , RS 500/- PER# TRANSACTION WILL BE DEDUCTED AND DEBIT NOTE BE ISSUED."

IN CASE OF REJECTION OF MATERIAL FULLY OR PARTIALLY, SELLER WILL ARRANGE TO LIFT THE MATERIAL WITH IN 15 DAYS OF NOTIFICATION OVER EMAIL BY BUYER.

THEREAFTER, BUYER (**Bhavan's R.K. Sarda Vidya Mandir, Raipur, Chhattisgarh**) WILL BE ABSOLVED FROM ANY RESPONSIBILITY TO RETURN IT. IN CASE AMOUNT IS ALREADY PAID , THE SAME WILL BE REMITTED TO BUYER WITH IN 15 DAYS OF ISSUE OF REJECTION NOTE OVER EMAIL.

BEFORE LIFTING REJECTED MATERIAL , SELLER WILL ISSUE CREDIT NOTE OF EQUIVALENT AMOUNT TO BUYER.

REJECTED MATERIAL WILL BE RETURNED ON BASIS OF CREDIT NOTE ISSUED BY SELLER. SALE INVOICING WILL NOT BE DONE AGAINST REJECTION.

IN CASE OF REJECTION , FOLLOWING WILL BE THE PROCEDURE :

1. CREDIT NOTE TO BE ISSUE BY SUPPLIER WITHIN 3 DAYS FROM DATE OF REJECTION OF MATERIAL, OF THE AMOUNT OF INVOICE VALUE ALONG WITH GST
2. **Bhavan's R.K. Sarda Vidya Mandir, Raipur, Chhattisgarh** WILL SEND THE REJECTED MATERIAL AGAINST CREDIT NOTE. (NO SALE INVOICE WILL BE ISSUED FROM **Bhavan's R.K. Sarda Vidya Mandir, Raipur, Chhattisgarh**)
3. ANY REPLACEMENT WILL BE ACCEPTED BY **Bhavan's R.K. Sarda Vidya Mandir, Raipur, Chhattisgarh** ONLY AFTER COMPLIANCE OF POINT NO.1.
4. INCASE OF ANY DELAY >15 DAYS **Bhavan's R.K. Sarda Vidya Mandir, Raipur, Chhattisgarh** RESERVES TO RIGHT TO BUY FROM ALTERNATE SOURCES FROM YOUR RISK AND COST.

REJECTION CLAUSE : IN CASE OF REJECTION OF MATERIAL FULLY OR PARTIALLY, YOU WILL ARRANGE TO LIFT THE MATERIAL WITH IN 15 DAYS OF OUR NOTIFICATION. THEREAFTER, SARDA ENERGY & MINERALS LTD (**Bhavan's R.K. Sarda Vidya Mandir, Raipur, Chhattisgarh**) WILL BE ABSOLVED FROM ANY RESPONSIBILITY TO RETURN IT. IN CASE AMOUNT IS ALREADY PAID , THE SAME WILL BE REMITTED TO **Bhavan's R.K. Sarda Vidya Mandir, Raipur, Chhattisgarh** WITH INTEREST @0.5% PER WEEK FOR DELAYED PERIOD.

RISK PURCHASE : IN CASE OF DELAY IN SUPPLY FULLY / PARTIALLY, **Bhavan's R.K. Sarda Vidya Mandir, Raipur, Chhattisgarh** RESERVES RIGHT TO CANCEL THE ORDER WITHOUT ANY COST TO IT AND ARRANGE THE MATERIAL FROM ALTERNATE SOURCES AT YOUR RISK AND COST.

INTEREST CLAUSE : IN CASE OF DELAY IN PAYMENT, NO INTEREST WILL BE PAID BY **Bhavan's R.K. Sarda Vidya Mandir, Raipur, Chhattisgarh**.

JURISDICTION : THE COURTS IN RAIPUR, CHHATTISGARH SHALL ALONE HAVE EXCLUSIVE JURISDICTION FOR DISPUTES ARISING IN AND OUT OF THIS CONTRACT/AGREEMENT/PURCHASE ORDER.

THE TERMS & CONDITIONS MENTIONED IN THIS ORDER / CONTRACT OR SPECIFICALLY AGREED IN WRITING SUBSEQUENTLY ONLY, IS INTEGRAL PART OF CONTRACT. THE OTHER TERMS & CONDITIONS OR CLAUSES MENTIONED IN VARIOUS CORRESPONDENCE / OFFER UNDER REFERENCE SHOULD BE TREATED AS NULL AND VOID.

VALIDITY OF ORDER : THIS ORDER WILL BE VALID UPTO SUCCESSFULLY COMMISSIONING OF EQUIPMENT AT OUR SITE AND SAME WILL BE CERTIFIED BY US.

ORDER ACKNOWLEDGEMENT & ACCEPTANCE : YOU SHALL SEND YOUR ORDER ACCEPTANCE WITHIN 2 DAYS FROM THE DATE OF RECEIPT OF ORDER. IF IT IS NOT RECEIVED WITHIN THE PERIOD, WE SHALL PRESUME THAT THE ORDER IS ACCEPTED IN RESPECT TO TERMS & CONDITIONS IN THE ORDER.