

**TERMS AND CONDITIONS**

1. **All quotations will be deemed to be for F.O.R. Destination unless otherwise specified in the quotation and should include packing and forwarding charges and must not be “ex-works” “ex-godown”, “ex-mills”, etc.**
2. If quoting otherwise than F.O.R. Destination, insurance charges to destination may please be separately stated.
3. Unless the goods offered are of recognized popular standard makes and full specifications have been stated samples bearing stamp, seal and signature must in all cases accompany all quotation for all items quoted for. It is necessary that samples must reach this office before or at the latest by the due time and date of opening quotations.
4. Samples received are not paid for and should be sent freight paid. Those returnable at suppliers request, arrangement and cost if called for within 60 days from opening date.
5. In cases where full specifications are not incorporated in the enquiry or where alternative specifications are quoted for the suppliers own specifications should be stated in full for the articles quoted for any illustrative literature available duly stamped and signed should also accompany.
6. In all cases the country of manufacture and unit of measurement must be prominently stated. The unit should usually be the one stated in the enquiry.
7. All containers will be deemed to be non-returnable, unless when specifically stated otherwise in the quotation.
8. **The minimum period of delivery from date of placing the order should be specified.**
9. **All quotations will be deemed valid for at least 30 days from and excluding the date of opening of tenders.**
10. The approved sample will be sealed and signed in the office immediately by you on the receipt of the order.
11. A sufficient number of samples according to the approved pattern for supply of one each to the Joint Secretary/Deputy Secretary/Assistant Secretary and two spares will be supplied by you and got approved from this office in the first instance within \_\_\_\_\_ days from the date

of issue of this order. A sample of these will be forwarded to the Joint Secretary/Deputy Secretary/Assistant Secretary for comparing the supply.

12.(i) The inspection of the goods be carried out by the consignee at destination and rejected goods will have to be removed by you within 10 days of dispatch of advice from Joint Secretary/Deputy Secretary/Assistant Secretary, failing which the goods will lie at your risk.

(ii) The rejected goods must be replaced by you within 15 days of the dispatch by the Joint Secretary/Deputy Secretary/Assistant Secretary of a registered notice intimating that the goods have been rejecting failing which the Secretary, Board of School Education Haryana, Bhiwani will be entitled to make risk purchases without any further reference to you.

(iii) if you claim that the goods supplied by you are strictly according to the approved sample you may file an appeal with the **Secretary, Board of School Education Haryana, Bhiwani** under intimation to the **Joint Secretary/Deputy Secretary/ Assistant Secretary** within 5 days of the receipt of the registered notice from the **Joint Secretary/Deputy Secretary/Assistant Secretary**. Where such an appeal has been filed and **Joint Secretary/Deputy Secretary/Assistant Secretary** will hold the goods with him till the final decision of the **Secretary, Board of School Education Haryana, Bhiwani**.

13. The supply must be completed satisfactorily within the stipulated period, failing which the **Secretary, Board of School Education Haryana, Bhiwani** reserves the right to purchase or to allow purchase of goods at your risk, provided that where goods are not supplied according to the muster pattern and on account of urgency of the demand the **office** decides to retain the interior goods you will be entitled to received payment not at the contract but at the rate fixed by the **Secretary, Board of School Education Haryana, Bhiwani** with due regards to the quality of the material supplied.

**14. Your quotations may be accepted in part or whole.**

15. In case your rates are good for a certain period, postings of the acceptance on the last day will be acceptable to you.

16. In case of controlled goods by the Government the quotation must be sent subject to the control rate and other conditions and you will be paid at the controlled rate or rate offered by you whichever is lower. **The payment of**

the delivered items will be made to the quotationer directly in his/her Bank account, hence the details of the Bank name, Branch Name, account number, I.F.S.C Code need to be provided to the Board by the quotationer along with the quoted rates.

17. In case of any dispute the decision of the Secretary, Board of School Education Haryana, Bhiwani shall be final and binding on you.
18. The contractor shall despatch material "freight paid" in all cases where their offer is F.O.R. Destination.
19. All above conditions will be enforced, unless written orders of Secretary, Board of School Education Haryana, Bhiwani are obtained relaxing any specific condition in any specific instance.
20. The quotations not strictly in accordance with the above conditions are liable to be rejected without considerations.
21. Without prejudice to other rights of the Secretary, Board of School Education Haryana, Bhiwani or the Joint Secretary/Deputy Secretary/Assistant Secretary the contractor shall be liable to pay at the rate of ten percent of the value of the order by way of liquidated damages which shall be recoverable from any amount due to the contractor whether under this or any other contract of account