





# मानक नियम एवं शर्तें

## STANDARD TERMS AND CONDITIONS

### 1. निवेदित दर / QUOTATION :

Shall be submitted in SEALED ENVELOPE with the following information subscribed thereon : (a) Enquiry Number (b) Due date and

Shall be OPEN for acceptance for a minimum period of eight (8) weeks from the date of opening and One on the basis of subject to prior sale will not be accepted.

### 2. सरकारी कर / GOVERNMENT LEVIES :

Suppliers should specifically state Sales Tax & General Tax and any other levies. If any, applicable as extra and the rate at which the same are chargeable failing which the prices quoted will be deemed to be inclusive of such levies. If the supplier is not registered under the sales Tax Act the prices quoted by him will be treated as NETT and inclusive of all taxes and statutory levies, and that any future claims made by him for re-imburement of these levies on account of irrespective registration under the Sales tax Act will in no circumstances be entertained by the Company and that the liability for payment of these levies, will be wholly and exclusively that of the suppliers registered under the Sales Tax Act must indicate their Registration Number and date in their quotation.

### 3. सुपुर्दगी अवधि / DELIVERY PERIOD :

The delivery date of the available monthly production capacity shall be clearly indicated in the quotation. In case the offer is accepted the same shall be strictly adhered to Any failure to do so will render him liable to the imposition of penalty as may be decided by the Controller of Purchases at his sole discretion. Such penalties shall be paid on demand or will be recovered from the Security Deposit if furnished.

### 4. नमूना / SAMPLE :

Supplier will submit samples for approval with the enquiry if called for IT IS OF UTMOST IMPORTANCE THAT SUPPLIES STRICTLY CONFORM TO THE FINAL APPROVED SAMPLE TO ensure that the highest standard of quality control are maintained by the supplier, he will be responsible for hundred percent inspection of his product [s] prior to packing and delivery as once the item is packed is not practicable for the receiver to carry out hundred percent inspection of receipt.

The suppliers when quoting is specifically instructed to ensure that important is not overlooked and in the event of transpiring that the material delivered is not in accordance with the approved samples, the entire quantity will be rejected and he will be responsible for replacing the rejected material with supplies conforming to proper specifications and/or reimbursing the company for loss sustained on this account.

The Hotel Corporation of India Ltd. (HCI) reserves the right to reject any supplies for not confirming to the final approved sample required Standard as its discretion and such a decision of the HCI shall be final and binding on the supplier. The entire will be rejected if ten per cent of the supply is not found up to the standard. The successful supplier shall have to remove reject goods from our premises within fifteen (15) days of notification, failing which, the Company will be free to dispose of such material as it deems fit without any obligation whatsoever to the supplier.

### 5. जांच का निरस्तीकरण / REJECTION OF ENQUIRY :

The HCI reserves the right to accept in part of whole, any or all the quotations received without assigning any reason whatsoever not is it bound to accept the lowest quotation.

### 6. सबलेटिंग संविदा / SUBLETING CONTRACT :

When the Supplier himself is not manufacture/lack facilities/for processing the requirements, the full name and address of his collaborators' must be given and adequate documentary proof must be furnished so that the HCI may have a clear picture of the supplier and his collaborators furnishing this information, however would not be deemed to have divided the responsibility of the successful suppliers Vis-à-vis HCI. The Supplier will be held solely responsible for the performance of the contact unless otherwise specifically agreed to and any other party is allowed to join the contract.

### 7. विलंबित आपूर्ति / DELAYED SUPPLIES :

In case of failure to effect supplies within the specified period, the right purchase the goods from other sourcess at its sole discretion. The defaulting supplier will on demand, unconditionally arrange to reimburse HCI a sum of money equal to the difference between the rate quoted by him and that at which the same item is procured from any other source owing to the approved supplier's liability to deliver the goods within the dated specified on the order.

### 8. हमारी शर्तों को पूरा न करना / NON-FULFILMENT OF OUR CONDITIONS :

If suppliers are unable to comply with the above conditions, they need not quote, as in the absence of their subscribing to the above conditions, their quotations will be rejected.

### 9. दोषपूर्ण आपूर्ति / DEFECTIVE SUPPLIES :

The supplier will be liable to and responsible for any defect in the material supplied and shall make good by free replacement any rejected part their of or the whole supplies as the case may be.

### 10. भुगतान / PAYMENT :

Payment will be made within 30 days from the date of receipt of the materials.