

Annex 2: Form P1b

[illegible]

CONDITIONS

Mode of dispatch: Goods/Passenger Train Freight pre-paid & Insured to Railway Station, Saidapet, Madras Central/Salt CotaurslRoad (Freight pre-paid) Door deliverylPosti Air.

Packing forwarding, freight postage, Insurance and delivery charges extra. Sales Tax/Central Sales Tax at concessional rate applicable to Educational and Research Institutions may be charged extra.

1. Please quote our Purchase Order No. invariably in all correspondence in full form.
2. Prices are Nett./ Taxes extra as applicable. (Concessional Central Sales Tax Certificate will be issued).
3. **Mode of delivery:** Free delivery / Discount @ % / Packing & Forwarding charges extra @ %.
4. To facilitate early payment of your bill, Please ensure that the enclosed Proforma is filled in and sent to the undersigned immediately after the delivery of the items to the department concerned.
5. **As per Govt. Notification No. 10/97 Central Excise dated 1.3.97, IIT Madras is exempted from the payment of Excise Duty** if any leviable for the Purchase of scientific and technological instruments, equipments including Computer accessories, spares, computer, software, Compact Disc, CD-ROM, recorded Magnetic Tapes, Microfilms, Prototypes etc., Hence, chargeable Excise Duty may please be deducted from the above price while raising the BillInvoice. If at a later date it is proved that Excise Duty has been paid by you and included in the invoice amount without showing explicitly the same has to be refunded to the Institute. However Excise Duty Exemption Certificate will be issued only on demand.
6. **Confirmation:** Supplier should confirm acceptance of the order immediately.
7. **Delivery:** Delivery should be made according to the stipulations in the order. The order will stand cancelled if the supply is not effected by the due date. The Institute will not be liable for deliveries made beyond the stipulated date of delivery without prior concurrence. Goods will be accepted by the Departments, where local delivery is involved, between 8-00 a.m. and 12-00 noon and between 1 p.m. and 4-30 p.m. on all working days (from Monday through Friday).
8. **Insurance:** The responsibility for insuring the goods will be vested in the suppliers.

9. **Advice of Despatch:** A dispatch advice should be sent showing the details of items dispatched. Mode of dispatch R.R. No. date etc. Packing Notes/Delivery Notes bearing Purchase Order No. and date should accompany the goods.

10. Acceptance of goods: Goods will be subjected to inspection on receipt and will be accepted only if they comply with our requirements. The supplier will be responsible for replacements of the defective goods, without any charge whatsoever. The goods if not accepted by us on inspection should be taken back by the supplier at his own risk and expenses within 15 days from the date of receipt of inspection report. Otherwise it will be returned to the supplier at his own risk and expenses. .

11. **Discrepancy:** Shortages or external damages that are prima facie due to defective packing will be intimated to the supplier within 14 days of receipt of goods. Internal defects/damage or shortage of any integral part which cannot ordinarily be detected; on the superficials visual examination will be intimated within 2 months from the date of receipt of goods. In either case the shortages or damages should be made good and defective materials replaced by the Supplier free of cost. See also clause 5 above. •

12. **Risk and Expenses:** If the delivery is not made by the date specified, the Institute may purchase the goods from elsewhere debiting supplier with the extra cost, if any.

13. **Bills in Triplicate:** Original being pre-receipted on a Revenue Stamp should be sent to the Assistant Registrar [Project Purchase] quoting the Purchase Order No. and Date, showing the dispatch particulars of the goods such as R.R.No. Date etc. that accompanying the Delivery Chelan in case of personal delivery. Bill should be supported by Cash Receipts, freight, insurance etc. Net amount of the bill may be rounded off to the nearest rupee.

14. **Terms of Payment:** Every attempt will be made to settle the bills within 30 days from the date of receipt of goods in good condition or Bills whichever is later.

Advance Payment: The advance payment will be made only to Govt. Depts/Organisations and undertakings.

Advance Payment is not applicable in the case of private firms/organizations etc. Our Bankers, Canara Bank, L.I.T. Madras Branch, Chennai - 600 036.

15. **Sales Tax:** In support of claim for Sales Tax the following certificate should be recorded on the Bill "Certified that the goods on which Sales Tax has been charged are not exempted under Sales Tax Act and that charges on account of Sales Tax claimed in the Bill are Correct under provisions of the Act."Central Sales Tax should be charged at concessional rates as applicable to Educational & Research Institutions run without profit motives, for which necessary certificate will be issued at the time of retirement of documents/ payment, wherever applicable.

The Institute is not authorized to issue 'C' or 'D' forms Sales Tax Certificate.

16. **Demurrages:** Demurrage charges on account of non-receipt/late receipt of R.R.I.Lorry any receipt or due to any other causes will be debited to supplier's account.

17. **Declaration:** That supplier will be deemed to have declared his acceptance of the above conditions in the absence of any confirmation of the Purchase Order.

18. **Disputes &Jurisdiction:** Any legal dispute arising out of any breach of contract pertaining to this order shall be settled in the court of competent jurisdiction located within the City of Chennai in Tamil Nadu