

CONDITIONS OF PURCHASE

1. Any order resulting from the enquiry, shall be governed by the General Terms and Conditions of contract of M.P.M. and any party quoting against this enquiry shall be deemed to have read and understood these terms and conditions to have quoted subject to these terms and conditions.
2. When counter terms and conditions for business have been offered by parties M.P.M. shall not be deemed to be governed by such terms and conditions unless specific written acceptance there of has been given by M.P.M.
3. No. conditions and terms, notice of which has been against this enquiry by parties submitting quotations, will be considered by M.P.M. if put forward in subsequent correspondence after acknowledgement of order etc.,
4. Quotations should be FOR DESTINATION, including INSURANCE IN TRANSIT upto destination Local firms should quote FOR delivery at our Central Stores inclusive of all charges.
5. Price quoted should be Net and unless otherwise specified should remain valid for our acceptance for minimum period of 90 days from the closing date of enquiry and the materials offered should be kept under provisional reservation for the quotations.
6. Quotations should be free from CORRECTIONS AND ERRORS.
7. Manufacturer's name brand/make of the materials offered must be clarify specified, complete details and illustrated Literature/leaflets must accompany all quotations.
8. All drawing (Photos) sent by us should he returned with your quotation. If you are unable to quote, our drawing/photos should also be returned immediately. Drawing / Photos will be resubmitted in the event of our placing and order with you.
9. Time is the essence of the contract of the contract and deliveries quoted be guaranteed. In case of delay on the part of the tendered to deliver the goods in full or part, in the event of an order, the purchaser shall have the option to recover from the tenderer as agreed Liquidated damages a sum of $\frac{1}{2}$ % of the contract value for each week or a part there of by which the delivery has been delayed, subject to a limit of 10% of the contract value without prejudice of the Purchaser's other rights.
10. TERMS OF PAYMENT : In the event of and order, 100% payment will be made within 60 days after inspection and acceptance of materials at our Stores by crossed cheque through any of the Nationalized Bank in India.
11. This Company does not bind itself to accept the lowest or any tender or assign any reason for non-acceptance. It further reserves the right to accept any tender wholly or in part at its option. It also reserves to itself the right to take 10% more or less of materials on any orders placed against the enquiry.
12. Tenderers should clearly mention whether the price hold good when the full quantity of enquiry is not ordered but only a part of it. Unless otherwise mentioned, it would be assumed that the rates hold good even or lesser quantities than those enquired of or ordered. Any increase in price at a later date for ordering lesser quantities will not be agreed to.
13. SALES TAX : Unless the rate at which Sales Tax chargeable is clearly shown, claim for sales tax will not be entertained later and we will assume that the rate quoted are inclusive of Sales Tax.
14. GUARANTEE : Please specify guarantee of the items offered in your quotation.
15. Disregard of any instructions may result in your offer being ignored.
16. a) MPM reserves the right to accept all tenders or any tender either fully of partly without assigning any reason thereof.
b) For all disputes arising out of this, the jurisdiction shall be at Bangalore only.
17. The supplier shall, as far as possible, prefer and use bio degradable packing material.
18. The supplier shall clearly indicate on the packing, the order number, item/equipment details, case number, gross and net weight, dimensions / volume, country of origin, markings such as "fragile items". "This is up:, sling position, etc., for easy and safe handling of material.
19. Supplier shall maintain the material safety data sheet for all hazardous materials during the transportation period.
20. Regarding toxic materials, seperate licence issued by Statutory authorities should be enclosed along with the tender documents during submission of tenders.
21. The supplier should have certificate/Licence issued by the Controller of Explosives of Government of Karnataka/Government of India in respect of Handling/transport/supply of material coming under control of Explosives act.
22. Supplier shall ensure environmental regulatory compliance.
23. The supplier/contractor shall take care of and abide by the rules and regulations of the local bodies, State, Central Government in force.
24. Insurance :
 - a. In case of supply of materials, the supplier/contractor shall arrange transit insurance for the materials till the materials are delivered to the Mills site wherever MPM not covered.
 - b. In case of supply and erection of materials, the supplier/contractor shall be responsible and arrange for transit cum storage insurance for the material, insurance for the persons working, insurance of purchasers machinery, building and structures against damages. The insurance shall cover upto the time of handling over of the equipment.