

## **Terms and Conditions for the Supply of Goods and Services**

The Terms and Conditions hereinafter may only be varied with the written agreement of the Procuring Agency and no terms and conditions put forward at any time by the Supplier shall form any part of the Contract.

1. The Supplier shall be required to submit a performance security of 10% of the quoted price in the form of cash warrant, demand draft or unconditional Bank Guarantee issued by a financial institution registered in e-GP, which shall be furnished upon signing the contract. Performance security shall be valid till the end of warranty period and will be returned after the end of warranty period.

2. The supply order for one-time purchases shall be sent within five (5) working days after signing of contract.

3. The supply of the goods shall be completed within [state number] days from the date of issue of the Supply Order, or the signing of the contract (if applicable);

4. Payment of the Invoice shall be arranged by the Procuring Agency, within twenty-five (25) days upon submission of original Invoice and TPN number, against the actual supplied quantities of goods as listed in the Supply Order.

5. The quoted price shall include all taxes, duties, insurance and any other costs involved and nothing extra shall be paid.

6. Any goods found defective during the warranty period shall be replaced/ repaired by the supplier at his cost. If the supplier fails to rectify and or replace the defective goods, the Procuring Agency shall do it at the cost of the supplier.

7. The supplier shall pay liquidated damages at the rate of 0.1% per day for each day of delay to a maximum of 10% of the quoted price.

8. The Procuring Agency may, by written notice, terminate the Supply Order (or Contract if applicable) in whole or in part at any time for its convenience:

a) if the Supplier fails to perform any other Terms and conditions specified with the Supply Order, or exceeds the maximum amount of liquidated damages.

b) if the Supplier fails to perform any other obligation(s) under the Supply Order, or

c) if the Supplier does not take any remedial action within a period of (7) seven calendar days after receipt of a notice of default from the Procuring Agency specifying the nature of the default(s), or

d) if the Supplier, in the judgment of the Procuring Agency, has engaged in any corrupt or fraudulent practices in competing for or in executing the tasks under this Supply Order; and

9. The Supplier shall provide the warranty, as stipulated in the Quotation document, for the goods to be supplied and confirm that if any faults are detected within the warranty period in the supplied/installed goods, the Supplier shall be bound to rectify the fault or replace the goods as the case may be. The security deposit shall be used to cover the cost of supplies not delivered or

defective items not replaced or rectified.

10. The Procuring Agency may procure any of the items from the open market in case the supplier fails to supply the goods within the stipulated time and realize the difference between the quoted price & market price from the security deposit.