

TERMS & CONDITIONS FOR SUPPLY OF REPAIR & MAINTENANCE MATERIAL ITEMS

1. Time Supply

The successful bidder/ vendor shall be bound to supply the repair & maintenance material items strictly within the delivery period specified in the supply order/ contract. Time shall be considered an essential condition of the contract.

2. Failure to Supply

In case the supplier fails to deliver the required repair & maintenance material items within the stipulated period, without any valid reason acceptable to the procuring agency/ competent authority, the procuring agency shall have the right to take appropriate contractual action against the supplier.

3. Right to Cancel the Contract

In the event of undue delay, repeated failure, partial supply, refusal to supply, or non-compliance with the terms and conditions of the contract, the competent authority shall have the right to cancel / terminate the contract or supply order, wholly or partially, after following the applicable contractual procedure.

4. Notice to Supplier

Where considered necessary, the supplier may be served a written notice to explain the reason for delay / non-performance and to rectify the default within the period specified in the notice. Failure to satisfactorily rectify the default shall entitle the procuring agency to proceed with further contractual action.

5. Alternative Procurement

In case of failure or refusal of the successful bidder to supply the required repair & maintenance material items within the stipulated time, the procuring agency may, subject to applicable procurement rules and contractual provisions, procure the required items from an alternative source at the risk and cost of the defaulting supplier.

6. Recovery of Loss

Any additional cost, financial loss, penalty, or other recoverable amount arising due to the supplier's failure to fulfill the contractual obligations may be recovered from the supplier in accordance with the contract and applicable rules.

7. Quality and Specification

All repair & maintenance material items shall strictly conform to the approved specifications, samples, brand/ quality requirements and quantities mentioned in the supply order/ tender documents. The procuring agency shall have the right to reject items that are substandard, defective, damaged, short in quantity, or otherwise not in accordance with the approved specifications.

8. Replacement of Rejected Items

The supplier shall replace, at his own cost and without any additional financial liability to the procuring agency, all rejected, defective or substandard items within the period specified by the procuring agency.

9. **No Automatic Extension**

Extension in the delivery period shall not be claimed as a matter of right. Any extension shall be subject to approval by the competent authority and shall be granted only in accordance with the applicable rules and contractual terms.

10. **Performance of Contract**

The successful bidder shall remain responsible for timely, complete and satisfactory execution of the contract throughout the contract period. Repeated defaults or unsatisfactory performance may constitute grounds for termination/ non renewal, subject to applicable rules.

11. **Competent Authority Rights**

The competent authority reserves the right to cancel, terminate, reduce, increase or modify the supply order/ contract, wholly or partially, in accordance with the applicable procurement rules and terms of the contract. No claim for compensation shall be entertained except where permissible under the contract and applicable rules.

12. **Force Majeure**

Delay caused by circumstances beyond the reasonable control of the supplier, constituting force majeure and duly supported by documentary evidence, may be considered by the competent authority in accordance with the applicable rules and contractual provisions.

13. **Compliance with Rules**

The supplier shall be bound to comply with all terms and conditions of the tender documents, supply orders. Contract agreement and applicable government / PPRA/ procurement rules and instructions issued by the competent authority from time to time.

14. **Final Authority**

Any decision regarding acceptance / rejection of supplies, extension of delivery period, recovery of additional cost, termination/ cancellation of the contract or any other contractual action shall be taken by the competent authority in accordance with the applicable rules and contractual provisions.

Key Contract Clause - Time is of the Essence

"Time is of the essence of the contract. In case the successful bidder fails to supply the repair/ maintenance material items within the stipulated delivery period, or repeatedly fails to comply with the supply order/ contract, the Procuring Agency shall, subject to the applicable rules and after providing due notice / opportunity as required., have the right to cancel/ terminate the contract or supply order, wholly or partially. The competent authority shall further be entitled to recover any additional cost or loss incurred due to such default from the supplier, in accordance with the terms of the contract and applicable procurement rules."