

CONDITIONS

1. For purposes of this agreement the successful tenderer shall hereinafter be called the Contractor.
2. The acceptance of a tender/quotation by The Mauritius Post Ltd shall be notified to the successful tenderer forthwith, and the latter may be required to make a security deposit of 10% of the value of the contract within seven days of such notification.
3. Quotations must not be made for sizes, dimensions, qualities, etc. other than those specified on the tender, unless otherwise requested by The Mauritius Post Ltd.
4. Where a sample is furnished, the articles and/or materials supplied shall be similar thereto in every respect, and when no sample is furnished, the articles and/or materials supplied shall be to the satisfaction of The Mauritius Post Ltd whose decision as regards the unsuitability of the whole or part of such articles and/or materials shall be final and binding on the Contractor.
5. Rejections of articles and/or materials as unsuitable shall be notified by The Mauritius Ltd or any authorised officer to the Contractor who shall be bound to replace them forthwith by others in all respects satisfactory.
6. In the event of the Contractor failing to replace any article or material as provided for in paragraph 5, The Mauritius Post Ltd shall be at liberty to purchase such article or material elsewhere, and charge any extra cost or expense to the Contractor by deduction from his deposit or sums due.
7. Failure on the part of the Contractor to abide by his quotation and comply generally with the other conditions of the tender shall constitute a breach of contract and the Contractor will be required to make good any excess expenditure that may be incurred by The Mauritius Post Ltd in obtaining the articles and/or materials from other sources.
8. Payment to the Contractor for supplies effected by him shall be made at the rates quoted on the tender within one month from the date of delivery.
9. The security deposit mentioned in paragraph 2 shall be repaid to the Contractor within one month of the delivery of the articles and/or materials. In case of breach of Contract, it may be applied, wholly or in part, to meet the liability of the Contractor under clauses 6 and 7.
10. The Mauritius Post Ltd is not bound to accept the lowest or any tender, nor will the company assign any reason for the rejection of any tender or part thereof.

N.B:

- (1) Delivery to be effected at Glen Park stores within three(3) months after issue of Purchase Order.**
- (2) Payment will be made upon satisfactory delivery of 1242 pairs of shoes.**
- (3) Rate per pair of shoes for any additional quantities should remain the same.**
- (4) Any discrepancy on size of shoes should be replaced without any additional cost.**
- (5) A penalty fee of Rs 1/- per pair of shoe per day will be levied on delivery after the expiry date, subject to a maximum of 10% of the contract value.**