

Appendix 2.15
"FORM -C"

Tender of Contract for Supply of Materials
General Rules and Direction for the Guidance of Contractors

- 1) All supplies proposed to be obtained by contract will be notified in a form of invitation to tender posted in public places and signed by the Divisional Officer.
The form will state supplies to be made, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount deposit to be deposited by successful tenderer and the percentages, if any to be deducted from bills. It will also state whether refund of quarry fees, royalties octroi duties and ground rents will be granted. Copies of the specification, and any other documents required in connection with the work, signed for the purpose of identification by the sub divisional officer of the office of the sub division officer/ Divisional officer during office hours.
- 2) In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or in the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so. Such power of attorney should be produced with the tender and it must disclose the firm is duly registered under the Indian Partnership Act.
- 3) Any person who submits a tender shall fill the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders which propose any alteration in the work specified in the said Form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work but contractors who wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written out on the envelope.
- 4) The Divisional Officer, or his duly authorized assistant, will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amount of the several tenders in a comparative statement in a suitable form. Receipts for earnest money will be given to all tenderers except those whose tenders are rejected and whose earnest money is refunded on the day that tenders are opened.
- 5) The officer competent to dispose of the tenders shall have the right of rejecting all or any of the tenders.
- 6) The receipts of clerk for any money paid by the contractor will not be considered as any acknowledgement or payment to Divisional Officer, and the contractor shall be responsible for seeing that he procures a receipt signed by the Divisional Officer, or any other person duly authorized by him.

TENDER FOR THE SUPPLY OF MATERIALS

I/We hereby tender for the supply for the supply for the Governor of Madhya Pradesh of the materials, described in the undermentioned memorandum according to the specification within the time specified and at the rates specified there in subject to the conditions hereunto annexed.

MEMORANDUM

Earnest money Rs.....Security Deposit (INCLUDING EARNEST MONEY) Rs..... Percentage* if any, to be deducted from bills Rs.....In words..... percent

Description Or Specification of materials to be supplied	Total quantities of each to be supplied	Plases at which to be delivered	Quantities to be delivered at each place	Date by which delivery at all places must be completed	Rates of which articles are to be supplied inclusive of every dedand	Unit	Total cost of each article inclusive of every demand	Remark
1	2	3	4	5	6	7	8	9

*This percentage where no security deposit is taken will every from 5 percent to 10 percent according to the requirements of the case. Where no security deposit is taken see note to clause 1 of condirion of contract.

Should this tender be accepted I/ We hereby agree to abide by any fulfil all the terma of the above specification and all the conditions of Contract annexed here to, or in default thereof, to forfeit, and pay to Governor of Madhaya Pradesh his successors the penalties or money mentioned in said conditions.

The sum of Rs. in currency notes is herewith forwarded as earnest money the full value of which is to be absolutely forfeited to the said Governor of his successors in office without prejudice to any other rights or remedies of the said Governor or his successors in office should I/We fail to commence supply of the materials specified in above memorandum ** (a) I/We not deposit the full amount of security in accordance with clause 1 (A) OF THE CONDITIONS OF CONTRACT, Otherwise the side sum of Rs..... Shall be retained by Government on account of such security deposit as aforside, or (b) *** the full value of which shall be retained by government on account of the security deposit in clause 1 (B) of the side conditions of contract.

Signature

- ** Strike out if no cash security is to be taken
- *** Strike out if any cash any cash security deposit is taken.
- ** Strike out (A) or (B) as the case may be.
- *** This will be the same percentage as that in thende.

**** The amount of this percentage (not exceeding 10 persen) will be fised in every cash to suit requirements e.g. if it is fixed at 8 percent and the security deposit only amounts to 5 percent of the estimated cost of the work then 3 percent should be deducted to 5 percent of the estimated cost of the work then 3 percent should be deducted from every payment if the percentage is fixed at 10 percent and the security deposit only ti 6 percent then 4 percent should be deducted and so on.

Signature of witness to signature of tender

Name & Address.....

Dated.....

Dated.....

The above tender is hereby accepted by me on behalf of Governor Madhya Pradesh

Dated.....

Signature of the Officer
By whom the tender is accepted

CONDITIONS OF CONTRACT

- 1) The person/persons Whose tender may be accepted(hereinafter called the contractor, which expression shall unless excluded by or requirement to the context include his heirs executors, administrators, representative and assignee) shall (A) (within one day for a contract of Rs. 1.00 or less, to day for one of Rs. 2.00 or less and so, on. Up to a limit of ten days of receipt by him of the notification of the acceptance of his tender) deposit with the Divisional Officer in cash or Government securities endorsed to E.E. (if deposited of more than 12 months) a sum sufficient with the amount to earnest money deposited by his tender to make up the full security deposit specified in the tender) or ** (B) permit Government at the time of making and payment to him for work done under the contract to deduct such as will (with the earnest money deposited by him) amount to *** percent of all moneys so payable such deductions to be held by government by way of security deposit) provided always that in the event of contractor depositing a lump sum by way of security deposit as contemplated at (A) above then and in such case if the sum to deposited shall not amount to **** percent of the total estimated cost of the work it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract make up the full percentage of percent by deducting a sufficient sum of very such payment as last aforeside. All compensation or other sums of money payable by the contractor to Government under the terms of his contract may be deducted from or paid by the sale of sufficient part of his security deposit, or from the interest arising therefrom or from, any sums which may be due or may become due to the contractor by the Government on any account, whatsoever and in the event of his/ security deposit being reduced by reason of any such deduction or sales as aforeside the contractor shall within ten days thereafter make good in cash or government securities as aforeside any sum or sum which may have been deducted from or raised by sale of his security deposit or any part thereof of the security deposit referred to when paid in cash may at the cost of the depositor, be converted in to interest bearing securities provided that the depositor has expressly desired this in writing.
- 2) The time allowed for the supply of material as entered in the tender shall be strictly observed by the contractor and be reckoned from the date on which the order commence supply of materials is given to the contractor the supply of materials shall throughout the stipulated period of the contract be proceeded with, all due diligence (time being deemed to be the essence of contract on the part of the contractor and the contractor shall pay as liquidated damages an amount equal to one percent or such smaller amount as the Divisional Officer may decide on the amount of estimated cost of the whole of the materials as shown in the tender for every day that the supply remains uncommenced or unfinished after the proper dates and further, to ensure good progress during the supply of materials, the contractor shall be bound, in all which the time allowed for any supply of materials, exceed one month, to complete one fourth of the whole of the supply before of the supply before one fourth of the whole time allowed under the contract has elapsed one half of the supply before one half of such time has elapsed and three fourth of the supply before three fourth of such time has elapsed in the event of the contractor failing to comply with this condition, shall be liable to pay as liquidated damage an amount equal to one percent or such smaller amount as the Divisional Officer may decide on the said estimated cost of the whole of the materials for every day that the due quantity of supply remains incomplete. Provided always that the entire amount of

liquidated damages to be paid under the provision of the clause shall not exceed ten percent on the estimated cost of supply of materials as shown in the tender.

- 3) In every cash in which the payment or allowance mentioned in clause 2 shall have been incurred for ten consecutive days, the Divisional Officer shall have power either to annul the contract altogether or to have the supply completed without further notice at the contractor risk and expense, as he may deem best suited to the interest of Government and the contractor shall have no claim to compensation for any loss that he may incur in anyway.
- 4) If the contractor shall be hindered in the supply of the materials so as to necessitate an extension of the time allowed in this tender he shall apply in writing to the Divisional officer, who shall if in his opinion (which shall be final) reasonable grounds be shown therefore authorise such extension for a period not exceeding three months, any further extension shall be subject to the previous sanction of the Superintending Engineer.
- 5) The contractor shall give notice to the sub divisional officer/ divisional officer (hereinafter called the Engineer –in-charge) of his intention of marking delivery of materials and on the materials being approved a receipt shall be granted to him by the Divisional Officer as delivered until so approved.
- 6) The Engineer-in-charge shall have power to make any alteration in, omission from, additions to, or substitution for, the supply of the material specified in the tender, which may appear, to be necessary during the progress of the supply and the contractor shall be bound to carry out the supply in accordance with the order in writing signed by Engineer-in-charge and such alteration, omission, additions or substitutions shall not be substituted supply which; and any additional, altered or substituted supply which the contractor may be directed to make as herein before provided as part of the supply under this contract shall be carried out by the contractor on the same conditions in all respects as specified in the tender. The time for the completion of the supply shall be extended in the proportion, that the altered additional or substituted supply bears to the original supply contracted for and the certificate of proportion, and if the altered additional or substituted supply includes any class of supply, for which no rate is specified in this contract, then such class of schedule of rates of the..... Which was in force at time of the acceptance of the contract; provided that when the tender for the original supply is a percent below/ above the schedule of rates, the altered additional or substituted supply required as aforesaid shall be chargeable at the said schedule of rate minus/plus the same percentage deduction/ addition; and if or rates, then the contractor shall, within seven days of the date of his receipt of the order to carry out the supply inform the engineer-in- charge of the rate which it is his intention to charge does not agree to this rate, he shall by notice in writing be at liberty to cancel his order to carry out such manner as he may consider advisable; provided always that if the contractor shall commence supply or incur any expenditure in regard thereto before the rates shall have been determined as lastly herein be fore mentioned, then and in such case he shall only be entitled to be paid in respect of the supply carried out or expenditure incurred by him prior to the date of determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge in the event of disputed the decision the S.E. of the circle shall be final.
7. If at any time after the execution of the contract documents, the Engineer-in- charge shall for any reason whatsoever, require the whole or any part of the supply as specified in the tender, to be stopped for any period or shall not require the whole or part of the supply to be carried out, he shall give notice in writing of the fact to the contractor who shall there upon suspend or stop the supply totally/ partially as the case may be. In any such case, except as provided hereunder, the contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the supply of the supply in full, but which he did not so derive in consequence of the full supply not having been allowed to be carried out, or no account of any loss that he may be put to on account of material purchased or agreed to be purchased or for unemployment of labour recruited by him. He shall not also have any claim for compensation by reason of any alterations having been made in original specification, location of work, quantities, and instructions which may involve any curtailment of the supply as originally contemplated. Where however, materials have already been purchased or agreed to be purchased by the

contractor before receipt of the said notice, the contractor shall be paid for such materials at the rates determined by the Engineer-in-Charge, provided they are not in excess of requirements and are of approved quality and/or shall be compensated for the loss, if any, that he may be put to, in respect of materials agreed to be purchased by him, the amount of such compensation to be determined by the Engineer-in-Charge whose decision shall be final. If the contractor suffers any loss on account of his having to pay labour charges during the period during which the stoppage of supply has been ordered under this clause, the contractor shall, on application, be entitled to such compensation on account of labour charges as the Engineer-in-Charge whose decision shall be final, may consider reasonable; provided that the contractor shall not be entitled to any compensation on account of labour charges, if in the opinion of the Engineer-in-charge the labour could have been employed by the contractor elsewhere for the whole or part of the period during which the stoppage of the supply has been ordered as aforesaid.

8. On the completion of the delivery of the materials the contractor shall be furnished with a certificate, to that effect by the Engineer-in-charge but the delivery will not be considered complete until the contractor shall have removed all rejected materials, and shall have the approved materials, stocked or placed in such position as may be pointed out to him.
9. Payment will ordinarily be made once a month to the extent of ninety-ninths of the quantity delivered each month. But all such payments made shall be considered as payment on account to be covered by the final bill for the complete supply.
10. The materials shall be of the best description and in strict accordance with the specification, and the contractor shall receive payments for such materials only as are approved and passed by the Engineer-in-charge.
11. In the event of the materials being considered by the Engineer-in-charge to be inferior to that described in the specification, the contractor shall, on demands in writing, forthwith, remove the same at his own charge and cost and in the event of his neglecting to do so within such period as may be named by the Engineer-in-charge, that officer may have such rejected material removed at the contractor's risk and expense incurred being liable to be deducted from any sum due or which may become due to the contractor.
12. Receipts for payment made on account of a work when executed by a firm must also be signed by several partners except where the contractors, are described in their tender as a firm, in which case, the receipts must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.
13. If the contractor or his work people, or servants shall break, deface, injure or destroy any part of a building in which they may be working or any building, road, road curbs, fence, enclosure water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grass land or cultivated ground, the contractor shall make the same good at his own expense or in default, the Engineer-in-charge may cause the same to be made good by other workmen, and deduct the expense, (of which certificate of the Engineer-in-charge shall be final) from any sums that may be then, or at any time thereafter may become, due to the contractor, or from his security deposits, or the proceeds of sale, thereof, or of a sufficient portion thereof.
14. Under no circumstances whatever shall the contractor be entitled to any compensation from Government or any account unless the contractor shall have submitted a claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring.
15. In every case in which by virtue of the provisions of Section 12, Sub Section (1) of the workmen's Compensation Act. 1923, Government are obliged to pay compensation to a workman employed by the contractor in execution of the works, Government will recover from the contractor the amount of the compensation so paid; and, without prejudice of the rights of Government under Section 12, Sub Section (2) of the said Act., Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether under this contract or otherwise. Government shall not be bound to contest any claim made against them under

section 12, sub section (1) of the said Act, except on the written request of the contractor and upon his giving Government full security for all costs for which Government might become liable in consequence of contesting such claim.

16. The contractor, shall supply at his own expense all tools, plant and implements required for the due fulfillments of his contract, and the materials shall remain at his risk till the date for final delivery, unless it shall have been in the mean time removed for use by the Engineer-in-Charge.
17. No materials shall be brought to site or delivered on Sundays without the written permission of the Engineer-in-charge.
18. The contract shall not be sublet without the written permission of the Divisional Officer. In the event of the contractor subletting his contract without such permission, he shall be considered to have thereby committed a breach of contract, and shall forfeit his security deposit, and shall have no claim for any compensation for any loss that may accrue from the materials he may have collected or engagements entered into.
19. The decision of the Superintending Engineer for the time being shall be final,conclusive and binding on all parties to the contract upon all questions relating to the meaning of specification and instructions herein before mentioned and as to quality of materials or as to any other question, claim, right, matter, or thing whatsoever in any way arising out of, or relating to, the contract, specification, instructions, orders or these conditions or otherwise concerning the supplies whether arising during the progress of delivery or after the completion or abandonment thereof.
20. On the breach of any term or condition of this contract by the contractor, the said Governor shall be entitled to forfeit the security deposit or the balance thereof, that may at that time be remaining and to realise and retain the same as damages and compensation for the said breach, but without prejudice to the right of the said Governor to recover any further sums as damages from any sums due or which may become due to the contractor by Government or otherwise howsoever.
21. If the Government declare a state of scarcity or famine to exist in any village situated within 16 K.M. of work, the contractor shall employ upon such parts of the work, as are suitable for unskilled labour, any person certified to him, by the Executive Engineer or by any person to whom the Executive Engineer may have delegated this duty in writing, to be in need of relief and shall be bound to pay such persons wages not below the minimum which Government may have fixed in this behalf. Any dispute which may arise in connection with the implementation of this clause shall be decided by the Executive Engineer whose decision shall be final and binding on the contractor.
22. All quarry fees, royalties, octroi duties and ground rent for stacking materials, if any, should be paid by the contractor, who will however, be entitled to a refund of such charges as are permissible under the rules on obtaining a certificate from Engineer-in-charge that the materials were required for use on Government work.
23. The contractor shall pay not less than fair wages to labourers engaged by him on the work.

EXPLANATION

(a) "Fair wage" means wage whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been so notified, the wages prescribed by the works department for the division in which the work is done.

(b) The contractor shall, notwithstanding the provisions of any contract, to the contrary, cause to be paid a fair wage to labourers directly or indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labourers had been immediately employed by him.

(c) In respect of all labour directly or indirectly employed on the works for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with the labour Act. in force.

(d) The Executive Engineer/Sub-Divisional Officer shall have the right to deduct, from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non-fulfillment of conditions of the contract for the benefit of the worker/workers, non-payment of wages or of deductions made from his or their wages, which are not justified by their terms of the contract or non-observance of the regulations.

(e) The contractor shall be primarily liable for all payments to be made under and for the observance of the regulation aforesaid without prejudice to his right to claim indemnity from his sub-contractors.

(f) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

If there is any difference between the amount in works and figures written in the tender forms by the contractor, the lesser amount will be treated as valid. If the contractor is not ready to accept the amount so fixed in the above manner and declines to do the work, earnest money deposit of the contractor shall be forfeited.