

CONTRACT No.....of 19..... for the supply of the
under-mentioned Stores entered into on the..... day of.....
19.....by the undersigned parties, refers to this Form of Tender which is and
shall be read and construed as part of the said Contract.

.....
(Contractor)

.....

.....
(Witness)

.....
(Witness)

Date.....

Date.....

GOVERNMENT OF THE.....

PUBLIC WORKS DEPARTMENT

FORM OF TENDER

TENDER FOR SUPPLY OF THE FOLLOWING STORES

.....
.....

FOR USE IN.....

FOR THE PERIOD.....TO.....

both days inclusive.

Copies of the Contract Agreement and the Specification and/or Schedule
of Stores may be seen at the place specified in the Tender Notice during office
hours on any working day until the final date for the submission of Tenders.

To

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SIR,

Under and subject to the Conditions of Tendering annexed hereto, the undersigned does hereby tender and offer to supply and deliver all Stores and everything of every kind respectively named, shown, described and alluded to in, or to be inferred from, the Form of Contract Agreement, Conditions of Contract and Specification and/or Schedule of Stores, to be supplied on the part of the Contractor, to the district above mentioned, in conformity with the Specification and/or Schedule of Stores and under and subject to the said Conditions of Contract for the various rates set down by the undersigned in the said schedule which is returned along with this tender.

2. The undersigned agrees to be bound by and submit to the said Conditions of Contract and Specification and/or Schedule of Stores and agrees that the prices therein shall form a basis for the valuation of payments for such stores from time to time ordered by the Superintending Officer.
3. Whereas it is understood that you reserve to yourself the right to accept or to refuse this tender, whether the rates be lower or higher than any other tender, or the same, the undersigned agrees that this tender shall remain valid and shall not be withdrawn within forty-two (42) days from the final date for submission of tenders.
4. And further, the undersigned agrees, in the event of your acceptance of this tender, to execute the formal Contract Agreement and to deposit the Security Deposit (if any) stipulated in the Schedule of Stores within ten days from posting, or delivery if by hand, of notification of acceptance.
5. The undersigned, confirms, after personal scrutiny, that the documents used by the undersigned in compiling this tender are true copies of the documents included in the Tender Table Documents.

Signature of Tenderer.....

Address.....

.....
.....

Date.....

Witness to Signature of Tenderer.....

Address.....

.....
.....

Date.....

CONDITIONS OF TENDERING

1. The whole of the work set forth in the Specification and/or Schedule of Stores will be let on Contract, subject to the Conditions of Contract.
2. Each tenderer must submit, enclosed and sealed in an envelope addressed as stipulated in the Tender Notice, a genuine tender on the Form of Tender provided, together with the copy of the Schedule of Stores with the rates duly filled in and signed.
3. (a) Tenders and documents in connexion therewith as specified above, must be delivered to the place and at or before the time stipulated in the Tender Notice.
 (b) In the case of a tender not being delivered by hand, the tenderer must arrange for his tender and other documents to be posted in time to reach the stipulated place not later than the stipulated time.
 (c) Any tender delivered after the stipulated time, from whatever cause arising, will not be considered.
 (d) In no case will any expense incurred by a tenderer in the preparation of this tender be allowed.
4. In the event of any tenderer being supplied, at his request, with copies of any of the Tender Table Documents, it shall be the sole responsibility of the tenderer to scrutinise such copies and satisfy himself that they are exact copies of those included in the Tender Table Documents. In the event of any discrepancy being found between any such copies supplied to the tenderer and those included in the Tender Table Documents it shall be the sole responsibility of the tenderer to apply to the officer receiving the tenders to have such discrepancy rectified before the final date for submission of tenders stipulated in the Tender Notice.
5. Tenders shall remain valid for forty-two (42) days from the final date for submission of tenders stipulated in the Tender Notice and no tenderer may withdraw his tender within that period.
6. The Government shall not be bound to accept the lowest or any tender.
7. The accepted approved tenderer (if any) shall be notified of such acceptance by letter within forty-two (42) days during which by paragraph 5 hereof the tender is to remain valid and the said tenderer shall within the time stated in the Form of Tender first execute the formal Contract Agreement and then on the same day shall deposit the Security Deposit (if any) for the due performance of the Contract. The period for executing the formal Contract Agreement may, however, be extended if the officer receiving the tenders is satisfied that adequate reasons exist for so doing.
8. Every notice to be given to a tenderer may, if the officer receiving the tenders thinks fit, be posted to the tenderer's address given in the tender and such posting shall be deemed good service of such notice.
9. The words "approved tenderer" shall mean that the tenderer shall be approved by the officer receiving the tenders and shall have complied with these conditions of tendering in every respect.
10. The word "tenderer" in these conditions shall be deemed to include two or more persons. The word "his" may also mean "her" or "their" and the word "he" may also mean "she" or "they".
11. Non-compliance with the above conditions in any respect shall render the tender liable to rejection and the fee paid by the tenderer to become a Registered Contractor with the Public Works Department shall be forfeited by him to the Government, at the absolute discretion of the officer receiving the tenders.