

45

## Tender Vs Quotation

टेण्डर तथा कोटेशन में मुख्य अंतर निम्नवत है :-

1. क्रय धनराशियों में अंतर होता है।
2. टेण्डर का फार्म तथा क्रयादेश विधिक होता है, पर कोटेशन का नहीं।
3. टेण्डर फार्म का मूल्य निर्धारित हो सकता है, परन्तु कोटेशन प्रपत्र का कोई मूल्य नहीं होगा।
4. टेण्डर मांगने की दशा में अर्नेस्ट मनी ली जाएगी, परन्तु कोटेशन में नहीं।
5. टेण्डर की दशा में सिक्क्योरिटी जमा की जाएगी, परन्तु कोटेशन में नहीं।
6. टेण्डर में संविदा पत्र लिखित होगा परन्तु कोटेशन में यह नहीं होगा।
7. टेण्डर मोहरबंद होगा परन्तु कोटेशन पत्र के लिए यह आवश्यक नहीं।
8. टेण्डर के लिए खुला प्रचार या बड़े टेण्डर के लिए समाचार पत्रों में तथा वेबसाइट पर प्रकाशन किया जाएगा पर कोटेशन में यह नहीं होगा।
9. कोटेशन में स्थानीय क्रय होता है परन्तु टेण्डर में ऐसा नहीं है।
10. टेण्डर में लिक्विडेटेड डेमेजेज का प्राविधान किया जाएगा पर कोटेशन में नहीं।
11. टेण्डर में टेक्निकल/फाइनेन्शियल बिड का तुलनात्मक विवरण बनेगा, परन्तु कोटेशन में मूल्यों की तुलना होगी।

46

Copy of letter No. 2851-M

Dated : July 20th, 1955

From the Chief Engineer, U.P., P.W.D. to the Superintending Engineer, II Circle, P.W.D; Agra.

### Sub. : Tender Forms

Ref. : Your letter no. 6391/80 MB (38)-II/55 dated 10.6.1955

**No receipt is required to be issued to Contractor for the sale of tender forms.**

Copy forwarded to Accountant General, Uttar Pradesh, Allahabad with reference to Superintending Engineer II Circle, P.W., Agra's letter referred to above.



**48**

Copy of CE letters no.8604C

Dated : 30-11-60

A case has come to the notice of V/s. in which while opening the tender of certain work it was found to by an Ex.En that the rates quoted in word/figures in the lowest tenders were different. This total on be controversy as to which of the two rates is to be accepted as correct.

The order to award such contrvercy and legal complecations with a view to prevenising repetition of similar in edits. It is considered and advised that a uniform policy be adopted by all Ex En. it has accordingly been decided that **in tender where in the rates quotes in used and in figures vary the lower of two rates shall be deesed to be contact, should be entered by th officer opening tender on tender while opening the same under signature. A condition of this effect should also be include in the tender notice.**

Chief Engineer

**49**

Copy of letter no.1497FT/XXXIII-1C 113F/1961

Dated : August 30,1962

To,  
The Accountant General,  
Uttar Pradesh, Allahabad

**Sub : Interpretation of the validity clause in tender notices.**

I am directed to refer to the correspondence resting with your letter No.M.M.I.I./D X11-203/2403, dated November 13, 1961, and to say that Government are advised that an acceptance, despatched by post within the validity period to the address given in the tender complete from the time of despatch, not with standing any delay or miscarriage in affidavit from causes not within the control of the accepting authority. In other words, **a contract become complete on the date when the acceptance of the tender is communicated to the contractor that acceptance became complete against the contractor** when it is put in the course of transmission to the address given by the contractors, irrespective of the fact that it is received with delay by the addressee.

By order  
Sd./ R.P. Verma  
Under Secretary, I.D.



**126**

This issue was referred to L.R.U.P. Govt. by C.E.P.W.D. vide his letter no. 784 dated 19.12.1945 and the reply of L.R., U.P. Govt. is appended below for your guidance. From the Legal Remembrance of Government U.P.

To

**The Chief Engineer (E)**  
United Province, P.W.D.B./R. Branch  
Lucknow

No. : Lucknow/N8-F/2487

Dated : January 11, 1945

Sub. : Signing of Documents comprising a contract.

With reference to your letter no. dated Dec. 1944 I have the honour to say that the officer accepting the contract is supposed to sign the whole of it to indicate his acceptance. The Drawing, specifications, schedule of quantities and conditions of contract are essential parts of contract and should bear the accepting officer's signature. The omission to do so means that the responsibility of the acceptance of essential conditions of the contract is shifted to the shoulder of the subordinate official was not authorised to undertake the responsibility. If the contract was presented for registration, the registering officer would be bound to refuse registration if essential parts of the deed did not bear the signatures of the officer, who is supposed to be the executant of the deed. For those reasons I am of the opinion that the present practice mentioned in your letter is not free from legal objection.

**129**

**OFFICE OF THE CHIEF ENGINEER**  
Public Works Department (Tech. Misc. Section)

Circular No. : 23 P.W.

Dated : Aug. 31, 65

In partial modification of this office circular no. 13 P.W. datd 24.4.50 (copy below) Government have since decided that **the original contract bonds will, now be kept with the Engineer-in-Charge of the work instead of with the Divisional Accountant of the division** and only certified copies of the contract bonds will be given to the Divisional Accountant, Assistant Engineer, Contractor and audit clerk. In case the original contract bond is needed for reference, the same can be obtained from the Engineer Incharge of work, after giving proper receipt.

The above instructions should strictly be followed by all concerned in future.

Sd/- P.S. Bhatnagar  
Mukhya Abhiyanta

**130**

**KARYALAYA MUKHYAABHIYANTA**  
Sarvajanik Nirman Vibhag (Tech. Misc. Section)

Circular no. : 32 P.W.

Dated : Nov. 2, 1965

Sub. : Supplying copies of agreement

In circular no. 23 P.W. dated 31.8.62 line 3, the word "Engineer-in-Charge will mean Divisional Officers unless it is defined otherwise in the contract agreement already in force.

P.S. Bhatnagar  
Chief Engineer, P.W.D.

**131**

No. 08 CBE/67/C3/65

Dated : Dec. 24, 1968

Sub. : Contract Bonds

It has come to notice that an Assistant Engineer accepted the contract bonds beyond his powers and matter was referred to Government for regularising the irregularity committed by the Assistant Engineer. Government have observed that the irregularity committed by the Assistant Engineer infringes the rule to para 369 of the Financial Hand Book Vo. VI and cannot be condoned in view of the specific directions regarding this rule in para 370-I ibid.

It is therefore, impressed that it should be ensured that such irregularities are not committed. Any such irregularity coming to notice in future will be viewed seriously