

10-9-13 B.I. ✓

17-7-14 B.I. ✓

ORDINARY, MS.

<i>Public</i> DEPARTMENT	
G.O., DATED	21-7-91
No.	604 ✓

INDEXED.

When given for copying

[Despatch Abstract.]

stating that the
entirety of supply
of chit to the Presi-
-dency Hoops for
1891-92 must stand.

BACK PAPER, No.

OF 18

FURTHER PAPER, No.

OF 18

READ AGAIN ORDER OF GOVERNMENT, DATED
18 , No. , MISCELLANEOUS.

ENCLOSURES.

CURRENT No.

STATEMENT WITH DITTO.

ORDER OF GOVERNMENT.

LETTER OF GOVERNMENT.

STATEMENT WITH DITTO.

PAPERS NOT FILED UP, BEING MEANT FOR DESPATCH
IN ORIGINAL (not pagged).

A A

N.B.—

A = Copy in full.
B = Not to be copied.
P = Copy abstract only.
Q = Copy heading only.

Form of Agreement for Articles of which Samples are not deposited.

AGREEMENT made the
BETWEEN

day of

189 ,

hereinafter called "the Contractor" of the one part, and THE RIGHT HONORABLE THE SECRETARY OF STATE FOR INDIA IN COUNCIL hereinafter called "the Purchaser" of the other part.

WHEREAS the Contractor has agreed with the Purchaser to supply to the Civil Medical Department of the Madras Government (hereinafter called the said Department), at Madras, all such quantities of the articles and things specified and described in the Schedule hereto annexed (and which said articles and things are hereinafter referred to as the said articles and things as the Contractor shall be required by the said Department to supply, at any time or times hereinafter during the period of one year commencing from the first day of April 189 , and at the price or prices and in the manner and upon the terms and conditions hereinafter mentioned.

And whereas the Contractor has blank endorsed and deposited in the said Office of the Surgeon-General with the Government of Madras the Promissory Note or Security of the Government of India hereinafter described (that is to say,)

as Security for the due and faithful performance by the Contractor of this his contract.

NOW THESE PRESENTS WITNESS, that for carrying the said Agreement into execution, the Contractor on the one part for himself, his heirs, executors, administrators and personal representatives; and the Purchaser on the other part for himself, his successors and assigns, mutually covenant, declare, contract and agree, every of them with the others and other of them in manner following: (that is to say,)

At any time or times, and at all times during the period of one year commencing from the first day of April 189 at which the Contractor shall be required by the said Department so to do, the Contractor shall and will supply to the said Department at and for such price or prices as are specified in the said Schedule, all such quantities of the said articles and things as the said Department shall from time to time require the Contractor to supply under this contract; and all such articles and things shall be delivered by the Contractor between such hours, on such day or days, at such place or places, to such person or persons and in such manner as the said Department shall from time to time and at any time require or direct.

All articles and things supplied by the Contractor shall be of the qualities and descriptions specified in the said Schedule.

3. All articles and things supplied by the Contractor shall be subject to inspection and acceptance or rejection by such person as the Surgeon-General with the Government of Madras for the time being shall from time to time name and appoint to that duty or for that purpose (and which said person to be so named and authorized as aforesaid is hereinafter referred to as the Inspecting Officer).

All articles and things supplied by the Contractor which, in the opinion of the Inspecting Officer, shall be in bad order, unsound, unmerchantable, inferior in quality or description to the articles and things specified in the said Schedule, or otherwise faulty or unfit for use, or positively unwholesome, shall and may be rejected by the Inspecting Officer, and his opinion and rejection shall in all respects be final and conclusive and altogether operative and binding upon the Contractor, and shall not be open or subject to question or dispute by the Contractor upon any ground whatsoever.

All articles and things supplied by the Contractor which shall be rejected by the Inspecting Officer shall be removed by the Contractor within *one hour* after such rejection shall have been notified to the Contractor by the Inspecting Officer.

In lieu of the articles and things which shall have been rejected by the Inspecting Officer under the provisions hereinbefore contained, the Contractor shall and will within *one hour* after such rejection shall have been notified to him as aforesaid, supply and deliver to the said Department between such hours, at such place or places, to such person, or persons, and in such manner as the said Department shall require or direct, such quantity or quantities of the said articles and things of the qualities and descriptions specified in the said Schedule, as shall be equivalent in quantity or quantities to the quantity or quantities of the said articles and things which shall have been so rejected as aforesaid.

All articles and things supplied in lieu of, or in substitution for, rejected articles and things shall be in like manner subject to such rejection and removal as aforesaid, as often as such Inspecting Officer as aforesaid shall consider necessary.

In case of neglect or refusal on the part of the Contractor to supply and deliver any of the said articles or things which the said Department shall from time to time require the Contractor to supply and deliver, and of such approved quality, and at such time or times, place or places, and in such manner as hereinbefore provided, and so often as any such neglect or refusal shall happen, it shall be lawful for the Surgeon-General with the Government of Madras for the time being, or any person by him thereunto authorized, to purchase elsewhere and from any other person or persons whomsoever such quantities of the said articles and things as shall not have been duly supplied and delivered by the Contractor, or as shall be required in lieu of any articles and things which shall have been so rejected as aforesaid, and to charge the difference (if any) between the price or prices of the articles and things which may be so purchased, or the monies which may have been paid for the same, and the price or prices payable under this contract for such articles and things, against the Contractor.

The Contractor shall pay and reimburse to the Purchaser such difference in price as aforesaid, within two days after the same shall have been demanded from him by or on behalf of the Purchaser.

The Contractor shall and will submit and deliver to the said Department on or before the *twelfth day* of every calendar month, a bill or bills, in the usual and proper form, for all ~~articles and things supplied under this contract during the previous calendar month~~ ~~articles and things supplied under this contract during the previous calendar month~~ for such breach of contract a sum not exceeding *five Rupees* per diem for each and every day after the *twelfth day* of every calendar month that such bill or bills as last aforesaid shall remain undelivered; and the Contractor shall pay to the Purchaser such compensation as aforesaid within two days after the same shall have been demanded from him by or on behalf of the Purchaser.

The Contractor shall not be in any way interested or concerned, directly or indirectly, with the servants of the said Department, in any trade, business or other transaction whatsoever, nor shall the Contractor give or pay, or promise to give or pay to any such servants, directly or indirectly, any money or fee under the designation of "custom" or otherwise; nor shall the Contractor assign or make over this contract, directly or indirectly, to any person or persons whomsoever, or permit any person or persons whomsoever to interfere in the management or performance hereof either under power of attorney granted by the Contractor or otherwise without the consent in writing of the Surgeon-General with the Government of Madras for the time being.

The Contractor shall at all times during the continuance of this contract obey and carry out in all things the orders, instructions and directions of the Surgeon-General with the Government of Madras for the time being, and of all Officers and servants acting under his orders and by him authorized to act in all or any of the matters and things herein contained, and the Contractor shall abide by the decision of the Surgeon-General with the Government of Madras for the time being, and of any Officer or servant acting under his orders, and by him authorized to act for him in all matters relating to or in anywise concerning the construction of this contract, or any matter, clause or thing herein contained, or any question arising thereout; any and every such decision as last aforesaid shall be final and conclusive and altogether operative and binding on the Contractor, and shall not be subject to question or review upon any ground whatsoever.

Within thirty days after the delivery and acceptance of any articles and things supplied under this contract, and the delivery of bills for the same the Purchaser shall and will pay the Contractor for all such articles and things so delivered and accepted, at the rates specified for such articles and things in the said Schedule.

Upon the complete fulfilment of this contract by the Contractor to the satisfaction of the Surgeon-General with the Government of Madras for the time being, the said Promissory Note or Security of the Government of India shall be re-endorsed to the Contractor.

In case the Contractor shall fail or neglect or refuse to observe, perform, fulfil and keep all or any one or more, or any part of any one or more of the covenants, stipulations and provisions herein contained, it shall be lawful for the Surgeon-General with the Government of Madras for the time being (if he shall think fit so to do) without *prejudice*, and in addition to all and every other, the remedies hereinbefore contained on behalf of the Purchaser on any such failure, neglect, or refusal as aforesaid, by any writing under his hand, to put an end to this contract so far as regards the purchaser, and thereupon every article, clause and thing on his part herein contained shall cease and be void, and (in case any monies, damages, losses, expenses, difference in price or compensation shall then be due from the Contractor to the Purchaser) it shall be lawful for the Surgeon-General with the Government of Madras for the time being to sell and dispose of all or any of the said Government Promissory Notes or Securities for the aggregate sum of Rupees _____, so endorsed over and deposited by the Contractor as hereinbefore recited, at and for the market value thereof, and with and out of the proceeds of such sale (after payment thereof of all expenses connected therewith, and also from and out of any monies then in the hands of the said Surgeon-General and payable or to become payable to the Contractor) to reimburse to the Purchaser all such monies, damages, losses, expenses, difference in price and compensation as the Purchaser shall have sustained or been put to or be entitled to by reason of the Contractor having been guilty of any such failure, neglect, or refusal as aforesaid, or other breach in the performance of this his contract, or as shall for the time being be due and owing from the Contractor to the Purchaser, and if the amount of the proceeds realized by the sale of the said Promissory Note or Security, after payment thereof of all expenses connected therewith and such other monies as aforesaid, shall be insufficient to pay and satisfy the whole of all such damages, losses, expenses, difference in price and compensation as aforesaid, then and in that case it shall be lawful for the Purchaser to recover the residue thereof by legal proceedings against the Contractor upon the covenants herein contained.

IN WITNESS whereof the said _____

and
by the

order and direction of the Governor in Council of Fort Saint George, acting for and on behalf of the Secretary of State in Council, have hereunto subscribed and set their respective hands the _____

Signatures
of
Witnesses.

Signatures
of
Principals.

Contractor.

Surgeon-General with
the Madras Government.

SCHEDULE.

Articles to be supplied.	Probable Quantity or Number.	PRICE.				REMARKS.
		Per	RS.	A.	P.	
						Compensation for each breach of Contract not exceeding fifty rupees.

[illegible]

FROM CIRCULAR
WITH REMARKS

16/17

any order and
should the paper go to H.E.
with ref. to this note
402, 8 22 1917 J.B. 16/17

desirable to obtain the views of the
legal adviser of Government before
issuing instructions to Medical Officers
regarding the immediate purchase
of contracted articles by tender from
outside.

3/ I enclose a copy of the Contract
agreement for information.

I have the honor to be
Sir

Your most Obedt. Servant,

Wm. Fisher Ames

Surgeon General
with the Govt. of Masses

74.

No. 406

Ootacamund 27 June 1891.
Fort St. George,

From

W. J. de Labeck Esq. M.D.

THE SURGEON-GENERAL WITH THE

GOVERNMENT OF MADRAS,

Ootacamund
Fort St. George,

To

THE CHIEF SECRETARY TO GOVERNMENT,

Public DEPARTMENT.

SIR,

With reference to para 2 of G.O.
No. 402 Pub. dated the 22nd May 1891 directing
that the daily Contract System be discontinued
with the least possible delay in Government
Hospitals &c. I have the honor to state that
contracts have already been executed for
the supply of diet to the Presidency Hospital
for 1891-92 and to enquire whether under
the G.O. quoted above these contracts should
be held to be cancelled so far as they
relate to non-perishable articles.

2/ As the matter in my opinion
involves a legal question it will be

desirable

Public (1891) DEPARTMENT.

From

THE SURGEON-GENERAL WITH THE

GOVERNMENT OF MADRAS,
Cotacannund
Fort St. George.

No. 406

Dated 29th June 1891.
Recd. 1/7

Encl. 1.
No.



Subject.

Enquiring whether
under the G.O. quoted within
these contracts should be held
to be cancelled so far as they
relate to non-perishable articles
as the contracts have already been
executed for the supply of diet to
the Presidency Hosps for 1891-92.

22/5/91 No 402/3 Pros.
Recd
2 I 20/7

For orders with
refce: to G.O. No 402 d/22.
5.91 (original submitted,

9.5.91 order 2/7 July 91 No 604
Contracts in force for the current
year cannot stand. They only show
which amount quantities as may
be required by the medical Dept
but they extend to a year & the
quantity specified in
the schedule then the Dept. does
to allow amount of that quantity.
The Govt: not for
[unit] this is not the case
it is not to be taken. From 4 to

15/7/91
17/7

/From orders/

18 July

Issue to Surg. Genl: for Cote

To The Surg. Genl: per P. 1/7

OFFICE OF SURGEON-GENERAL

WITH THE GOVERNMENT OF MADRAS,

No. 406

Ootacamund 29 June
~~Fort St. George,~~ 1891.

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W. F. de Labeck Esq. M.D.

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~~Fort St. George,~~

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