

[1921]



SECOND SUPPLEMENT

TO THE

VICTORIA

GOVERNMENT GAZETTE

OF FRIDAY, JUNE 7, 1901.

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SATURDAY, JUNE 8.

[1901.

SUPPLEMENTARY TENDERS FOR GENERAL STORES.

TENDERS will be received until Eleven o'clock a.m. on Wednesday, 12th June, 1901, from persons willing to supply Caps for Attendants' Uniforms, for Department of Hospitals for the Insane, as per Schedule No. 43.

Schedules as above, giving an estimate of the articles required, and printed forms of tender, conditions, and specifications may be obtained from the Secretary to the Tender Board, by whom also the samples will be shown, and any information or explanation afforded to persons tendering.

The total amount of tender must be stated in words as well as in figures.

Tenders having alterations or erasures therein will not be entertained.

Tenders must be accompanied by the preliminary deposit of £5 in bank notes, or a bank draft in favour of the Secretary to the Tender Board (cheques will in no case be received), which will be returned within ten days to unsuccessful tenderers on their application. Such deposit to be forfeited in the event of the successful tenderer failing to complete the security within the prescribed period.

Security will be required in the sum of £10, either in Victorian Government debentures, Savings Bank Deposit Book, or Bank Deposit Receipt in favour of the Secretary to the Tender Board, or cash deposit, as the tenderer may elect.

The security must be completed and contract signed at the time of the acceptance of the tender, failing which the contract may be again advertised, or another tender accepted.

The Government will not necessarily accept the lowest or any tender.

Persons failing to take up their contracts will be disqualified from holding contracts for Government supplies for a period of twelve months; such disqualification to date from the notification of acceptance of tender.

Tenders, enclosed in a separate envelope, and having the words "Tender for Caps for Attendants' Uniforms" written thereon, must be deposited in the Tender-box at the Pay Office, Treasury, Melbourne.

The Conditions of Contract are those for General Stores for 1901-2, published in the *Government Gazette*, 29th March, 1901, page 1157.

A. J. PEACOCK,
Treasurer.

Treasury,
Melbourne, 6th June, 1901.

No. 70.—JUNE 8, 1901.—1.

TENDERS FOR THE SERVICE OF 1901-2, Etc.

TENDERS FOR GENERAL STORES.

TENDERS will be received until Eleven o'clock a.m. on Wednesday, 19th June, 1901, from persons willing to furnish Uniform Clothing for the Permanent Force as may be required by the Defence Department, from 1st July, 1901, to 30th June, 1906, in accordance with Schedule No. 44.

Schedules of Articles.	Pre-liminary Deposit.	Security.
	£	Minimum £4.
Sub-schedule A.—Tunics, jackets, &c.	5	} 5 per cent.
" B.—Trousers, warrant officers', &c.	5	
" C.—Armourers' clothing	5	

Schedules as above, giving an estimate of the articles required, printed forms of tender, and conditions of contract, may be obtained from the Secretary to the Tender Board, by whom also the samples will be shown, and any information or explanation afforded to persons tendering.

Any single line in any schedule can be tendered for, and may be accepted or rejected separately.

The total amount of tender must be stated in words as well as in figures.

Tenders having alterations or erasures therein will not be entertained.

Tenders must be accompanied by the preliminary deposit, as shown above, in bank notes, or a bank draft in favour of the Secretary to the Tender Board (cheques will in no case be received), which will be returned within ten days to unsuccessful tenderers on their application. Such deposit to be forfeited in the event of the successful tenderer failing to complete the security within the prescribed period.

Security will be required, either in Victorian Government debentures, Savings Bank Deposit Book, or Bank Deposit Receipt in favour of the Secretary to the Tender Board, or cash deposit, as the tenderer may elect.

The security must be completed and contract signed within five days of acceptance of the tender, failing which the contract may be again advertised or another tender accepted.

The Government will not necessarily accept the lowest or any tender.

Tenders failing to take up their accepted tenders will be disqualified from tendering or holding any future contracts for Government supplies for a period of twelve months, such disqualification to date from the notification of acceptance of tender.

Tenders, enclosed in a separate envelope, and having the words "Tender for ——" (as the case may be) written thereon, must be deposited in the Tender-box at the Pay Office, Treasury, Melbourne.

CONDITIONS OF CONTRACT.

1. The Government will not be bound to order from the contractor all the articles enumerated in the schedules, but only those articles, and such quantities of those articles, as it may be found necessary to order. Should the Government, however, require a larger supply of any article than the quantity stated in the schedules, the contractor will nevertheless be bound to supply the same at contract rates.

2. The supplies are to be the same as sample where so stated, and of the particular manufacture indicated in the schedule of tenders. In the case of different makers' goods, the contractor will be required to supply the kind ordered. The supplies are to be the best quality of their several kinds or manufacture. A preference will, however, be given to goods of Victorian manufacture, provided the quality is equal to the particular manufacture indicated in the schedule.

3. The value of all packages, cases, casks, &c., whether bulk be broken or not, must be included in the prices stated in the contractor's tender; all such packages, &c., to be considered the property of the Government, and no charges or expenses whatsoever beyond the price tendered and set out in the schedule will be allowed to the contractor for any articles or packages, cases, casks, &c. The net weight or quantity only will be paid for. Contractors must provide, without extra charge, whatever labour may be required in the packing of stores.

4. All orders for supplies will emanate from the departments requiring the goods. The goods shall be delivered as may be directed by the officer ordering the supply. At the time of delivering the supplies, the contractor shall produce the order for the same to the officer authorized to accept delivery, and such officer shall acknowledge thereon the receipt of the stores accepted, and shall return the order to the contractor.

5. Supplies ordered for delivery in Melbourne and Williamstown districts are to be delivered free of all charges (whether cartage, freight, &c.), and, for the purposes of these contracts, Melbourne district will include a radius of six miles from the General Post Office; and Williamstown district will include the town of Williamstown, Hobson's Bay, and the River Yarra.

6. Arrangements as to time of delivery and inspection of goods will be made by the officers ordering the goods.

7. Orders must receive prompt execution; and in the event of the goods not being delivered within forty-eight hours after the contractor shall have received the order, or within such other time as the order may specify for delivery, it will be competent for the officers named in Condition 6, or the head of the department to whom the goods are to be supplied, on giving the contractor twenty-four hours' notice, to purchase the supplies, or any like supplies that are suitable for the service, at the contractor's risk, and the extra expense incurred over and above the contract price (if any) will be deducted from the contractor's account or from the security money.

8. The contractor will be required to furnish his account in the prescribed form at the time of the delivery of the goods, and the account shall be accompanied by the receipted delivery orders on which it is based. The prices quoted in the orders cannot be increased.

9. The acceptance of the supplies shall be subject to the approval of the officer authorized to take delivery of the stores, or such other officer as shall be named in the conditions. The contractor may, however, claim a survey on any goods objected to; but in that case he must, within twenty-four hours after objection is made, give notice thereof in writing to the officer rejecting the goods. If, after the delivery of the supplies has been taken, any deficiency or defect is discovered therein, such stores may be returned to the contractor.

10. All goods forwarded under these contracts shall, where practicable, be forwarded by rail, and all consignments shall bear the number of the consignment notes under which they are forwarded, and also the name of the contractor or contractors by whom consigned.

11. When a contractor is required to make delivery of goods at a railway station for transmission by rail for any department except the Defence Department, he shall obtain a receipt for the goods in duplicate on the Stores and Transport consignment note, at the same time handing in a triplicate of the form as an authority for the carrier to act as agent for and charge the freight to the Stores and Transport Department. He shall as soon as possible, and not later than twenty-four hours thereafter, deliver at the Tender Board Offices the original, the duplicate to be retained by himself. (In the case of the Defence Department, however, the consignment note only which accompanies the order must be used.) Should the goods thus forwarded be rejected, the contractor must bear the cost of replacing such goods, for which service the departmental consignment note is not to be

used. Any infringement of this condition may subject the contractor to such mulct as the Tender Board may recommend under clause 14 of these conditions.

12. Delivery will not be deemed to have been made until the goods have been approved of. In case of the rejection or return of any supplies, the contractor shall bear the whole cost of replacing the supplies rejected or returned, otherwise purchases will be effected at the contractor's risk, and the extra expense deducted as in Condition 7.

13. The members of boards of survey will be appointed by the Treasurer of the State for the time being, and the decision of the board is to be considered as final. If the board shall decide that the article is not of proper quality it must be immediately replaced by the contractor, failing which it, or any like supply that is suitable for the service, will be procured elsewhere, and the survey fees and extra expense (if any) will be charged as in Condition 7.

14. A refusal to execute orders, irregularity in the quantity or quality of the supplies, or delay in delivering or replacing them when required, will subject the contractor, upon report from the tender Board, to such mulct, not exceeding Fifty pounds, as the Treasurer may direct, and the amount may be deducted as in Condition 7. It will also be in the power of the said Treasurer, upon such refusal, irregularity, or delay, to terminate the contract forthwith, and forfeit the whole or any portion of the security money; and, in addition, the contractor will be disqualified from tendering or holding any future contract or contracts for a period of twelve months from the date of such disqualification.

15. Contractors are not at liberty to transfer their contracts under cover of power of attorney, coupled with an interest or otherwise, and no such transfer will be recognised by the Government.

16. The contracts entered into under this notice are not to be considered as being broken, infringed, or vitiated by the importation of stores for the Government service, or by any contracts or purchases made by the Imperial Commissariat or Agent-General for Victoria, or by any contracts or agreements made for any works or supplies by the Departments of Public Works and Defence, or on account of the Federal or other Governments, or for the Telegraph or Railway Departments, or for supplies to the Aborigines, or for connexions and fittings of Diamond Drills; or by any article being made at and supplied for the use of any Government establishment; or by the consumption of the surplus stock of any Government establishment.

17. In the event of any alteration in the Tariff affecting any of the items included in this contract, the Government or the contractor (as the case may be) may give two months' notice, through the Secretary to the Tender Board, of the termination of the contract to the opposite party, it being understood that such notice can only be given from the first day of the month, and within the period for which the contract is made.

18. As regards Contracts for Supplies for the Defence Department, it will be competent either for the contractor, on his own behalf, or for the Secretary of the Tender Board, on behalf of the Government, to terminate the whole contract, or any portion thereof, by giving three full calendar months' notice, in writing, to the opposite party, it being understood that such notice can only be given from the first day of the month, and within the period for which the contract is made.

19. Under no circumstances other than those mentioned in clauses 17 and 18 will a contractor be permitted to abandon his contract. In the event of the contractor failing to carry on the contract, the contract security money will in that case be absolutely forfeited; and, in addition, the contractor will be held liable for any loss which the Government may sustain in consequence of such failure.

20. For the purposes of these contracts the word Government shall mean Government of the Commonwealth as regards supplies for the Commonwealth, and Government of the State as regards supplies for the State; and the word Treasurer shall mean Treasurer of the Commonwealth as regards supplies for the Commonwealth, and Treasurer of the State as regards supplies for the State.

21. Where specially indicated in the schedules no subletting will be allowed; all work must be carried out in the factory of the contractor; the hours of employment of any person engaged in the preparation or manufacture of the articles tendered for in those schedules are not to exceed forty-eight per week, and every such person shall be paid at the minimum wage specified in the schedules concerned; and a copy of the labour condition, as indorsed on the schedules affected, shall be kept conspicuously and continually posted, in legible Roman characters, in the factory (and in each part of the factory where several rooms are in use) in which goods are prepared or manufactured under this contract. Any infringement of these conditions, in the opinion of the Treasurer, will subject the contractor, upon report from the Tender Board, to such mulct, not exceeding £50 (fifty pounds), as the Treasurer may direct, and the amount will be deducted from the contractor's account or from the security money; and the Treasurer's decision shall be binding, final, and conclusive as to the fact of infringement and in all other respects.

A. J. PEACOCK,
Treasurer.

The Treasury,
Melbourne, 31st May, 1901.