



# VICTORIA

# GOVERNMENT GAZETTE

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[1916.

## CONTROL OF PATRIOTIC FUNDS.

It is hereby notified, for general information, that the State War Council appointed to consider and deal with matters incidental to the conditions existing in Victoria arising out of the present war has reported and advised on certain of such matters to the following effect, viz. :—

1. That it is desirable that the various existing Patriotic and War Funds, and any new funds which may be established in the State for the benefit of soldiers of the Empire and their dependants, and for the relief of suffering among the Allied Powers and their subjects in Great Britain, Europe, and elsewhere, should be regulated so that—

- (a) The public may from time to time be informed as to the needs, purposes, and object of such funds, and as to the administration and distribution of the same.
- (b) The time for demands or appeals being made to the public on behalf of such funds respectively and for such other purposes as may from time to time become necessary with respect thereto may be determined.
- (c) The financial provision in connexion with the above in its general aspect may be considered and reported upon to the authorities.
- (d) The patriotic contributions and relief efforts of all citizens of the State may be effectively mobilized.

2. That—

- (a) A War Funds Committee be constituted to consist of three representatives appointed by the State War Council (one of whom to be chairman of the committee and one the representative of the Public Service); two representatives of the patriotic and other committees controlled by the Lord Mayor; two representatives of the chief Red Cross Societies; one representative of the Commonwealth Button Fund.

(b) The War Funds Committee be authorized to confer with the controlling bodies of representative funds as to the collection of moneys in order that the method of raising the funds be as far as possible systematized.

(c) The War Funds Committee should advise the State War Council as to the order or time at which such appeals should be made.

3. That the State War Council, when and as it considers it necessary, be authorized to establish any fund in connexion with any of the duties entrusted to it or for any patriotic object arising out of the war.

4. That the State War Council, after calling for or receiving a report from the War Funds Committee, or after report or recommendation from the War Funds Committee, be empowered to authorize any appeal in regard to any existing fund, or the establishment of any new fund, and to prohibit any appeal on behalf of any existing or new fund, or the establishment of any new fund.

5. That a certain class of collection should be firmly regulated, and provision made for the prohibition of such movement, unless authorized by the State War Council, which should be empowered to make regulations as to the method of collecting and other conditions as to the paying over of collections, payment of all gross amounts to proper custody, and allowance of expenses, subject to strict scrutiny and the power to prohibit any movement not complying with the various conditions.

And it is hereby further notified that the Cabinet has approved of the above report and recommendations.

A. J. PEACOCK,  
Premier.

Public Offices,  
Melbourne, 10th February, 1916.

TENDERS FOR THE SERVICE OF 1916-17.

GENERAL STORES.

TENDERS will be received until Eleven o'clock a.m. on Thursday, 2nd March, 1916, from persons willing to furnish the undermentioned articles, in such quantities as may be ordered by the Victorian Government, or by the Commonwealth Government for its offices situated in Victoria, for the periods indicated hereunder, commencing 1st July, 1916.

| Schedule of Articles  | Years | Pre-liminary Deposit | Security |
|---|-------|----------------------|----------|
| No. 2. Belting, Cotton, and Leather                           | 2     | 5                    | £        |
| 3. Brushmakers' materials                                     | 1     | 5                    |          |
| 4. Brushware, Painters', &c.                                  | 2     | 5                    |          |
| 6. Caps and Helmets for Attendants                            | 2     | 5                    |          |
| 7. Carbon, Phosphorus, &c., for Rabbit-extermination purposes | 2     | 5                    |          |
| 8. Clothing, Uniform for Attendants, Hospitals for Insane     | 2     | 5                    |          |
| 8a. Clothing for Aborigines                                   | 2     | 5                    |          |
| 9. Cocks and Fittings, Brass, &c., and Plumbers' sundries     | 2     | 10                   |          |
| 10. Copper Furnaces, Stoves                                   | 2     | 5                    |          |
| 13. Cutlery, Spoons, &c.                                      | 2     | 5                    |          |
| 15. Enamelled Ware  | 2     | 5                    |          |
| 16. Fannels, Serge, Tweed, &c.                                | 2     | 5                    |          |
| 17. Furniture, General, and Bedsteads                         | 2     | 5                    |          |
| 18. Glue  | 2     | 5                    |          |
| 19. Hats and Caps, Men's and Boys'                            | 2     | 5                    |          |
| 20. Hosiery   | 2     | 5                    |          |
| 24. Leather   | 2     | 10                   |          |
| 25. Metals—Iron and Steel                                     | 1     | 10                   |          |
| 26a. Nails, of Commonwealth manufacture                       | 2     | 5                    |          |
| 28. Paint—White Lead and Paint Oils                           | 2     | 10                   |          |
| 30. Paper, Plates, &c., Photographic and other                | 2     | 5                    |          |
| 31. Piping, Pumps, Spouting, Ridging, &c.                     | 2     | 5                    |          |
| 32. Printers' and Bookbinders' Sundries                       | 2     | 5                    |          |
| 33. Safes, Fireproof  | 2     | 5                    |          |
| 41. Tubes and Covers for Motor Cars and Cycles                | 2     | 5                    |          |
| 42. Typewriters   | 1     | 5                    |          |
| 44. Tubing and Fittings—Gas, Water, &c.                       | 2     | 5                    |          |
| 45. Overcoats, Waterproof, for Police                         | 1     | 5                    |          |

10 per cent. on total amount of tender accepted, except when otherwise specified in the tender form, but in no case will security of less than £5 be received

Schedules as above, with full particulars, may be obtained from the Secretary to the Tender Board, by whom also the samples will be shown and any information afforded to persons tendering.

In certain schedules where doubt exists as to whether the articles enumerated may or may not be manufactured within the Commonwealth, double columns are inserted for the rates, "A" for articles manufactured within the Commonwealth, and "B" for articles manufactured elsewhere.

Preference will be given by the Tender Board to tenders for articles manufactured within the Commonwealth, provided the quality of such articles is equal to the particular manufacture indicated in the schedule and the rates charged are considered reasonable. Preference will also be given to articles of British manufacture as against those of foreign manufacture.

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.

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.

In the event of tenderers withdrawing their tenders before notification of acceptance of same, or failing to take up their accepted tenders within the prescribed period after notification of acceptance, the preliminary deposit will be forfeited, and, in addition, they may 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. It is also stipulated that if a tenderer be a member of a firm and such firm be interested in the contract, then his tender is to be in the name of the firm and not in that of the individual; and that for breach of this condition the preliminary deposit will be forfeited and the tender declared informal.

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 schedule, 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. Substantial and effective preference will, however, be given to goods of Commonwealth manufacture, provided the quality is satisfactory and is equal to the particular manufacture indicated in the schedule. Preference will also be given to articles of British manufacture as against those of foreign manufacture. In the event of the tender being accepted for goods of Commonwealth or British manufacture, as the case may be, all such goods supplied shall bear evidence that they are of the particular manufacture tendered for, and, in addition, the Contractor may at any time during the currency of the Contract be called on to furnish a statutory declaration as to the country of origin of the goods supplied.

3. Except where otherwise stated in the schedule, 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.

4a. Under this contract goods may be ordered by any department of the Commonwealth, but it shall be optional on the part of the Contractor to supply.

5. Supplies ordered for delivery in Melbourne and Williamstown 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. Supplies for s.s. John Murray must be delivered at the Railway Pier, Port Melbourne.

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 officer named in Clause 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, on a legibly written business label.

11. When the contractor is required to make delivery of goods at a railway station for transmission by rail for any Department except the Commonwealth Departments, 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 Railways to act as agent for, and charge the freight to, the Stores and Transport Department or such other department as shall be named therein. 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 forwarded to consignee in accordance with Clause 12. (In the case of the Commonwealth Departments, however, the Commonwealth 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 will subject the contractor to such mulct as the Tender Board may recommend under Clause 16 of these conditions.

12. Immediately after the consignment of the goods the officer to whom they are forwarded shall be notified by the contractor, on the duplicate consignment note provided for the purpose, that the goods have been sent. On receipt of this document the officer to whom it has been forwarded shall acknowledge thereon the receipt of the goods without delay, to the Stores and Transport Office. In the event of loss through failure on the part of the contractor to comply with this condition he will be held responsible, and the amount of the loss incurred for same will be deducted, as in Clause 7.

13. Should the order on the contractor specially provide that goods of a fragile character, or such as are liable to suffer loss by leakage, shall be consigned at the risk of the Railways Commissioners under special freight conditions, the contractor shall in such instance provide, in writing, on the consignment note an intimation to that effect, failing which, in the event of loss, he shall bear the whole cost of replacing the goods, the amount being deducted from the contractor's account or the security money.

14. 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 Clause 7.

15. 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 Clause 7.

16. A refusal to execute orders, irregularity in the quantity or quality of the supplies, delay in delivering or replacing them when required, or non-compliance with the terms of Clauses 11 and 12 of these conditions respecting the forwarding of consignment notes, &c., 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 Clause 7. It will also be in the power of the said Treasurer, upon such refusal, irregularity, or delay, to terminate the contract forthwith, and declare 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.

17. 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. If it is found during the currency of the contract that the contractor has not conformed to the condition of advertisement—which stipulates that if a tenderer be a member of a firm, and such firm be interested in the contract, then the tender is to be in the name of the firm, and not in that of the individual—then the Honorable the Treasurer may, on the recommendation of the Tender Board, determine the contract, and forfeit the security money.

18. 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 Department of Public Works, or State Rivers and Water Supply Commission, or on account of the Federal Government, or for the Railway Department, or for supplies for Technical High or Higher Elementary Schools, or for the Metropolitan Parks and Gardens, or for supplies to the Aborigines, or for connexions and fittings for Diamond Drills and Batteries; 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.

19. For the purpose of the contracts entered into under these conditions, it is hereby expressly provided that in the event of any alteration in the Tariff affecting any of the items included in these contracts, 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 for the particular item or items so affected 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. The contract for the unaffected items to remain in full force and effect. Any notice to be served under this condition shall be deemed to have been duly served if sent to the contractor in a registered letter at his last-known place of business or abode.

20. If, in the opinion of the Tender Board, the price of any item or items of the contract be materially affected during its currency by any cause as the direct or indirect result of the war or by the proclamation of peace, the Board shall have power to terminate the contract for such item or items on receiving from the Contractor three full calendar months' notice in writing. The Board, on its own behalf, may also give notice of termination of the contract as regards any item or items on giving three full calendar months' notice to the Contractor, it being understood that such notice by either party can only be given as in Clause 19.

21. Under no circumstances other than those mentioned in Clauses 19 and 20 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.

22. 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.

23. No subletting will be allowed; all work must be carried out in the factory of the contractor; the terms of employment of any person engaged in the preparation or manufacture of the articles tendered for, and the wages paid to any such person, shall be in accordance with and subject to the terms and conditions specified in the schedules concerned; and a copy of the labour clauses thus 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 Fifty pounds (£50), 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, 1st February, 1916.

### Mining Notices.

#### THE CARLTON GOLD MINING COMPANY NO LIABILITY.

AN Extraordinary Meeting of the above company will be held at the Rising Sun Hotel, Lygon-street, North Carlton, at Eight p.m. on Monday, 28th February, 1916.

Business:

To alter rules with regard qualification of directors.

By order of the Board,

6061 H. J. BROWN, Sec.

#### PEARL COMPANY NO LIABILITY.

POSITIVE SALE.

NOTICE.—All shares, from 1 to 30,000, upon which the 88th call of Threepence per share (or any previous call) remains unpaid will be sold by public auction, at the Beehive Exchange, Bendigo, on Tuesday, 29th February, 1916, at half-past Four p.m., unless the call, with expenses, be previously paid to me.

6062 A. G. PALMER  
(Young and Palmer), Manager.

