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COMMISSARIAT NOTICES.

No. 57.

PORT WINE FOR SALE.

Sealed Tenders will be received at this Office, on Monday next, the 8th proximo, for the purchase of about 190 Dozens of Port Wine, or any portion thereof, the same being surplus on hand not required by this Department.

Tenders should specify, both in words and figures, the rate at which the Wine per dozen will be taken; and on tenders being accepted, immediate payment must be made, and the article removed within twenty-four hours. Samples may be seen on application at the Commissariat Store.

J. B. DUNSTERVILLE, Captain,
Acting Deputy Commissary General.

Bombay, Deputy Commissary General's Office, 27th March 1861.

પોર્ટ વાઈન વેચવાનો છે.

૧૯૦ ડઝન પોર્ટ વાઈન ને હાલ કમીસરીમાં જોઈતો નથી તેને આ ડોઈની ભાગ વેચવાને શરૂ સંલિડ અથવા મોહોરમાં દેનડો ડીપુટી કમીસરી જનરલ સાહેબની આશીસમાં તારીખ ૮ મી ચાલતા મહિનાની અને શોમવારને દીને લીધામાં આવશે.

દેનડો કરે તેની અંદર કેમ ડઝન થશે તેનો ભાવ લખવો. ને ધનીના દેનડો કબજા ધારો તે ધનીઓ નાણાં રોકડાં આપીને ૨૪ કલાકમાં માલ લેઈ જવો. નમુનો કમીસરી સ્ટોરમાં જોવાને મળશે.

મુંબઈની ડીપુટી કમીસરી જનરલ સાહેબની આશીસ,
તારીખ ૨૭ મી માર્ચ સન ૧૮૬૧.

J. B. DUNSTERVILLE, Captain,
Acting Deputy Commissary General.

No. 58.

AUCTION SALE OF BULLOCKS.

Forty Guzerat Draught Bullocks, the property of Government, will be sold on Monday next, the 8th instant, at 2 P. M., at the Commissariat Store, near the Fire Engine Department.

Terms of Sale—Cash, and the animals to be taken away forthwith.

J. B. DUNSTERVILLE, Captain,
Acting Deputy Commissary General.

Bombay, Deputy Commissary General's Office,
2nd April 1861.

બલ્હો વેચવાનું લીલાંડી છે.

૪૦ ગુજરાતનાં બજો તારીખ ૮ મી ને શોમવારને દીને કલાક ૨ ને અમલે કમીસરી વખતે તે જુગાખાંનાં પોરામાં જાહેર લીલાંડી કરીને વેચશે.

ખોલી એ ને રોકડાં નાણાં આપીને જનાવરો લઈ જવો.

મુંબઈની ડીપુટી કમીસરી જનરલ સાહેબની આશીસ,
તારીખ ૨ ૭ એપ્રિલ સને ૧૮૬૧.

J. B. DUNSTERVILLE, Captain,
Acting Deputy Commissary General.

No. 51.

CONTRACT FOR THE SUPPLY OF MISCELLANEOUS ARTICLES.

Persons desirous of entering into a Contract for the supply of such Articles as may be required by the Commissariat Department at Bhooj and Mandavie, for the term of one year, from the 1st May 1861 to 30th April 1862, may, on application at this Office, from 11 A. M. till 5 P. M. daily (Sundays

excepted), obtain copies of the Schedule, or List of Prices, and such information relating thereto as they may require.

2. No person will be allowed to bid for the Contract, unless he deposits in this Office, in cash, the sum of Rupees (50) Fifty, which will be forfeited in the event of withdrawal of his tender before the Commissary General, or other authorised person in that behalf, shall have signified to him, by a notice in writing, his refusal to accept such tender, or in the event of delay, evasion, or refusal, on his part, to furnish the requisite further security, and execute the Deed of Contract, when required to do so on his offer being accepted.

3. The further security required is Bonded Security to the amount of Rupees (200) Two hundred, subject to the approval of the Commissariat Agent; and this, together with the amount previously deposited, will be held as a guarantee for the due fulfilment of the Contract.

4. Verbal offers for the Contract will be received at this Office on Monday, the 15th April next, at 12 o'clock precisely, when bidders will be required to bid a percentage above or below the prices exhibited in the above List, at which the supply will be made.

5. The articles supplied must be of unexceptionable quality, or of the sort usually supplied, and are to be delivered, in the first instance, at the Commissariat Stores, if required, and afterwards to the Indenting Departments, in good condition, free of all charges beyond the stipulated price, in such quantities as may, from time to time, be demanded, being liable to examination and rejection by the Native Commissariat Agent, or by the Indenting or Receiving Officers, or by a Committee of Officers appointed on the part of Government, in the event of the Contractor being dissatisfied with the decision of the above Officers, or either of them; it being understood that the decision of such Committee is to be final and binding on all parties.

6. In case the said articles, or any of them, shall be rejected by the Committee so appointed, the said Committee shall not be required to assign or give any reason for such rejection, but the decision of such Committee shall be final and conclusive; and it shall not be competent to the Contractor, his Heirs, Executors, or Administrators, to question such decision in any Court of Law or Equity, or otherwise howsoever.

7. The Contractor must comply immediately with emergent demands, and meet others of less urgency within the periods stated in the requisitions made upon him; in failure whereof, or if any supply be rejected or condemned by a Committee as aforesaid, the articles, or such others as may be required in lieu thereof, may be at once purchased by this Department, at his risk and cost; and in all such cases, Thirty (30) per cent. upon the amount of expenses incurred, or a fine not exceeding Rupees (20) Twenty, at the option of the Native Commissariat Agent, shall be levied as liquidated damages for each and every such breach of Contract,—the condemnation of any article by a Committee being held to constitute a breach of Contract, whether the rejected articles be replaced by the Contractor or by this Department. In every such case, the Contract may be cancelled, at the discretion of the Commissary General; and if it be so cancelled, the Cash deposits, mentioned in paragraph 2 of this Notice, will be forfeited to Government.

8. Any delay, negligence, evasion, or refusal on the part of a Contractor to make supplies or obey orders, or any attempt on his part, or that of his Agents, to pass off articles of an inferior quality in lieu of those he is bound to supply, or any neglect to deliver them at the time and place appointed, will subject him to be fined to the extent of Rupees (25) Twenty-five by the Native Commissariat Agent; an appeal from his order may be made to the Commissary General, whose decision is to be final; but when any of the penalties provided for in the preceding clause are exacted, no further penalty shall be leviable under this clause.

9. Any party whose offer is accepted, must produce Sureties, such as shall meet the approval of the Commissariat Agent, within Fifteen days from the date of the acceptance of his offer, or the Contract will be resold, and the amount deposited by the offerer forfeited to Government. No reason will be stated for rejecting any Security offered.

10. Bills for articles supplied under this Contract must be preferred for examination within one month from the date of the delivery of the same, or the Contractor will forfeit their full value, unless it clearly appear, to the satisfaction of the Commissary General, that the delay was unavoidable. Payment of Bills passed in this Office must be claimed within five days after they are passed, or the amount will be forfeited to Government.

11. The amount of retrenchments made by the auditing authorities on the Contractor's Bills, will be recovered from the first sums payable to him; but in the event of such retrenchments, or any portion thereof, being remitted, the amount remitted will be refunded.

12. Any party who, after offering for the Contract, fails to furnish the necessary Security, as provided for in Clauses 3 and 10 of this Notice, will be interdicted from bidding on future occasions, unless he produces a document, from some person or persons, of unexceptionable character and sufficient means, guaranteeing the due finding of the requisite Security and execution by him of the Deed of Contract on his offer being accepted.

13. Persons intending to offer may, on application, see a statement of the actual annual consumption during the past years; but it is to be distinctly understood that supplies must be furnished to any extent required, without reference to such former consumption.

14. No reason will be assigned for the rejection of any offer.

*Commissariat Office, Bhoj,
26th February 1861.*

NOWROZJEE NUSSERWANJEE,
Commissariat Native Agent in Kutch.