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COMMISSARIAT NOTICES.

No. 67.

Notice

Is hereby given, that the Horses of No. 1 Battery 13th Brigade Royal Artillery, amounting to One hundred and Forty 1st Class Horses, including Australians, Capes, Arabs, and Persians, are now for sale at Poona, at very reasonable prices, and will remain on view till *Saturday* the 4th May 1861.

The Horses are picketed near the Bund; and all applications from intending purchasers should be made to the Commissariat Office, where every information can be obtained, and the list showing the fixed selling price of each Horse can be seen.

Terms.—Cash down; when the horses can at once be removed.

Poona, Commissariat Office, 22nd April 1861.

H. W. HOLLAND, Captain,
Assistant Commissary General.

No. 68.

Notice.

Sixty-seven serviceable Bullocks, the property of Government, will be sold on *Tuesday* next, the 7th instant, at 2 P. M., on the Esplanade, near the Thieving Bazar.

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

Bombay, Deputy Commissary General's Office,
1st May 1861.

J. THACKER, Captain,
for the Deputy Commissary General.

જાહેર ખબર.

(૧૭) શરોત કામ લાએક યુજ્યતી બલદો (તે ચાલતા મહીનાની તારીખ ૭ મી ને મંગલવારને દિને કલાક ૨) ને અમલે મેદાન ઉપર ચેર બજારની પડોશમાં જાહેર લીલાઈ કરીને વેચશે.

ખોલી એ જે રોકડાં નાણાં આપીને જનાવશે લઈજવા.

મુંબઈની ડેપુટી કમીસરી જનરાલ સાહેબની આશીસ,

તારીખ ૧ લી મેએ સને ૧૮૬૧.

J. THACKER, Captain,
for the Deputy Commissary General.

Notice.

Verbal offers will be received at this Office, at Noon precisely, on Monday next, the 6th proximo, for the supply of the following Articles, and of such others as may be required during the intermediate period :—

- 35 lbs. Camphor.
- 20 lbs. Emery, Europe, Coarse.
- 2 Gauges Wire.
- 112 lbs. Nails, Iron, Europe, 1½ in.
- 20 Palin's Sailmaker, Mounted.
- 25 Rasps, half round, 14 to 18 in., large.
- 12 Saws, Slit, Armourer.
- 12 Screw Plates, Armourer, with Taps of sizes.
- 4 ozs. Thread, Silk, of Colors.
- 100 lbs. Wax, Bees'.
- 10 lbs. Wire, Iron, 11 Gauge.

An immediate deposit of ten per cent. on the amount of his offer (and where the amount of the offer falls short of 2½ Rupees, of 4 Annas) must be made by the lowest bidder for the supply of any Article.

When an offer is accepted for making supplies within a specified period, and the Tenderer fails to fulfil his agreement, the Cash deposit made at the time of sale will be forfeited to Government.

Bills for articles supplied must be preferred before the 7th day of the month next succeeding that in which the articles are delivered; in default of which, dealers will be liable to forfeit the full value of the supplies for which bills have not been so preferred, unless it clearly appear that the delay was unavoidable.

The supply to be subject to examination and rejection if not approved of; and in case such supply, or any part thereof, shall be rejected, such rejection shall be final and conclusive; and it shall not be competent to the Tenderer, his Heirs, Executors, or Administrators, to question such rejection in any Court of Law or Equity, or otherwise however.

Musters may be seen, and all particulars learnt, on application at this office, from 10 A. M. till 3 P. M., daily (Sundays and Holidays excepted).

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

Bombay, Grand Arsenal, 30th April 1861.

T. T. HAGGARD, Major,
Actg. Princpl. Commissary of Ordnance.

CONTRACT FOR THE SUPPLY OF MISCELLANEOUS ARTICLES.

1. Persons desirous of entering into a Contract for the supply of such Articles as may be required by the Ordnance Department at Mhow, from the date of acceptance of the offer to the 31st January 1862 may, on application at this office, from 9 A. M. till 4 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 tender for the Contract unless he deposits in this office, in cash, or Government Promissory Notes or Bank Shares, or other property readily convertible into Cash, with a Memorandum authorising their sale and endorsement by the Secretary of State in Council of India, the sum of Rupees (450) four hundred and fifty, which will be forfeited in the event of withdrawal of his offer before the Ordnance Commissary, or other authorised person on his behalf, shall have signified to him, by a notice in writing, his refusal to accept such offer, 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 (1,800) one thousand eight hundred, subject to the approval of the Civil or Cantonment Authorities or Government Solicitor; and this, together with the amount previously deposited, will be held as a guarantee for the due fulfilment of the Contract.

4. Sealed Tenders for the Contract will be received at this office, on Saturday, the 1st June 1861, at 11 o'clock precisely. Tenders must specify a percentage above or below the prices exhibited in the above lists, at which the supply will be made.

5. The articles supplied must be of unexceptionable quality, according to musters when such is forthcoming, and of the sort usually supplied, and are to be delivered, at the Ordnance Stores, 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 Executive Ordnance Officer, 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 Officer.

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 (50) Fifty, at the option of the Executive Ordnance Officer, may 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 Inspector 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 Executive Ordnance Officer; an appeal from his order may be made to the Inspector 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 Civil or Cantonment Authorities or Government Solicitor, within Fifteen days from the date of the acceptance of his offer, or the contract will be resold, and the amount deposited by the party 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 seven days from the date of the delivery of the same, or the Contractor will forfeit their full value, unless it clearly appears, to the satisfaction of the Inspector General, that the delay was unavoidable. Payment of bills passed must be claimed within the month following that of delivery, 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 immediately on receipt.

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 offering 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 tender 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 tender.

15. The Deposits for rejected tenders will be returned at the time of rejection. Securities for accepted tenders will be cancelled when the last Bill is audited after fulfilment of the Contract.

T. BINGHAM,

Ordinance Office, Mhow, 24th April 1861.

Deputy Assistant Commissary of Ordnance.

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 Ordnance Department at Poona, from the date of the acceptance of the offer to the 31st December 1861, may, on application at this Office, from 10 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 tender for the Contract unless he deposits in this Office, in Cash or Government Promissory Notes or Bank Shares or other property readily convertible into Cash, with a Memorandum authorizing their sale and endorsement by the Secretary of State in Council of India, the sum of Rupees (450) four hundred and fifty, which will be forfeited in the event of withdrawal of his offer before the Ordnance Commissary, or other authorised person on his behalf, shall have signified to him, by a notice in writing, his refusal to accept such offer, 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 (1,800) one thousand eight hundred, subject to the approval of the Civil or Cantonment Authorities or Government Solicitor; and this, together with the amount previously deposited, will be held as a guarantee for the due fulfilment of the Contract.

4. Sealed tenders for the Contract will be received at this Office on Wednesday the 15th May 1861, at 11 o'clock precisely. Tenders must specify 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, according to Muster, when such is forthcoming, and of the sort usually supplied, and are to be delivered, at the Ordnance Stores, 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 Executive Ordnance Officer, 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 Officer.

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 (50) fifty, at the option of the Executive Ordnance Officer, may 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 Inspector General; and if it be so cancelled, the Cash Deposit, 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 Twenty-five (25) by the Executive Ordnance Officer; an appeal from his order may be made to the Inspector 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 Civil or Cantonment Authorities or Government Solicitor, within fifteen days from the date of the acceptance of his offer, or the Contract will be re-sold, and the amount deposited by the party 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 seven days 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 Inspector General that the delay was unavoidable. Payment of Bills passed must be claimed within the month following that of delivery, 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 immediately on receipt.

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 offering 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 tender 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 Tender.

15. The Deposits for rejected Tenders will be returned at the time of rejection. Securities for accepted Tenders will be cancelled when the last Bill is audited after fulfilment of the Contract.

J. R. HAWKINS, Captain,

Acting Deputy Principal Commissary of Ordnance.

Ordnance Office, Poona, 13th April 1861.

CONTRACT FOR THE SUPPLY OF ORDNANCE STORES.

Persons desirous of entering into a Contract for the supply of such Stores as may be required by the Ordnance Department at Bombay for the term of six months from the 1st August to 31st January next may, on application at this Office, from 10 A. M. till 5 P. M. daily (Sundays excepted), obtain Copies of the List of Stores, and such information relating thereto as they may require.

2. No person will be allowed to tender for the Contract unless he deposits in this Office, in Cash or Government Promissory Notes or Bank Shares or other property readily convertible into Cash, with a Memorandum authorising their sale and endorsement by the Secretary of State in Council of India, the sum of Rupees (200) Two hundred, which will be forfeited in the event of withdrawal of his offer before the Ordnance Commissary, or other authorised person on his behalf, shall have signified to him, by a notice in writing, his refusal to accept such offer, 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 one-third the value of the stores tendered, calculated on the average of the supplies during the past three years, subject to the approval of the Government Solicitor; and this, together with the amount previously deposited, will be held as a guarantee for the due fulfilment of the Contract.

4. Sealed Tenders for the Contract will be received at this Office up to noon on the 15th of June next, when they will be opened by the Principal Commissary of Ordnance in presence of such of the tenderers as choose to attend.

5. The articles supplied must be of unexceptionable quality, according to Muster, when such is forthcoming, and of the sort usually supplied, and are to be delivered, at the Ordnance Stores, 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 Executive Ordnance Officer, 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 Officer.

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 Fifty, at the option of the Executive Ordnance Officer, may 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 Inspector General; and if it be so cancelled, the Cash Deposit, 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 Executive Ordnance Officer; an appeal from his order may be made to the Inspector 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 Government Solicitor, within fifteen days from the date of the acceptance of his offer, or the Contract will be resold, and the amount deposited by the party 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 seven days 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 Inspector General that the delay was unavoidable. Payment of Bills passed must be claimed within the month following that of delivery, 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 immediately on receipt.

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 offering 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 tender 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 Tender.

15. The Deposits for rejected Tenders will be returned at the time of rejection. Securities for accepted Tenders will be cancelled when the last Bill is audited after fulfilment of the Contract.

T. T. HAGGARD, Major,

Acting Principal Commissary of Ordnance.

Ordnance Office, Bombay, 16th April 1861.

CONTRACT FOR THE SUPPLY OF ORDNANCE AND CAMP EQUIPAGE STORES.

Persons desirous of entering into a Contract for the supply of such Stores as may be required by the Ordnance Department at Bhooj, for the term of Eight Months, from the 1st June 1861 to 31st January 1862, may, on application at this Office, from 10 A. M. till 4 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 tender for the Contract unless he deposits in this Office, in Cash or Government Promissory Notes or Bank Shares or other property readily convertible into Cash, with a Memorandum authorizing their sale and endorsement by the Secretary of State in Council of India, the sum of Rupees One Hundred (100), which will be forfeited in the event of withdrawal of his offer before the Ordnance Commissary, or other authorised person on his behalf, shall have signified to him, by a notice in writing, his refusal to accept such offer, 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 Four Hundred (400), subject to the approval of Civil or the Cantonment Authorities or Government Solicitor; and this, together with the amount previously deposited, will be held as a guarantee for the due fulfilment of the Contract.

4. Sealed Tenders for the Contract will be received at this Office on Wednesday, the 15th May 1861, at 2 o'clock precisely, when tenderers will be required to tender at 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, according to Muster when such is forthcoming, and of the sort usually supplied, and are to be delivered at the Ordnance Stores, 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 Executive Ordnance Officer, 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 Officer.

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 Executive Ordnance Officer, may 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 Inspector General; and if it be so cancelled, the Cash Deposit, 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 Twenty-five (25) by the Executive Ordnance Officer; an appeal from his order may be made to the Inspector 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 Civil or Cantonment Authorities or Government Solicitor, within fifteen days from the date of the acceptance of his offer, or the Contract will be re-sold, and the amount deposited by the party 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 seven days 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 Inspector General, that the delay was unavoidable. Payment of Bills passed must be claimed within the month following that of delivery or the amount will be forfeited to Government.

11. The amount of retrenchments made by the abiding 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 immediately on receipt.

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 offering 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 tender 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 Tender.

15. The Deposits for rejected Tenders will be returned at the time of rejection. Securities for accepted Tenders will be cancelled when the last Bill is audited after fulfilment of the Contract.

HENRY SUTTON, Sub-Conductor,

In charge Ordnance Store Depot.

Bhoj Arsenal, 10th April 1861.