

[Published with Government Gazette of 23rd May 1861.]

COMMISSARIAT NOTICES.

No. 77.

Notice.

The undermentioned Articles, returned from China and not required by this Department, will be sold by PUBLIC AUCTION, on Saturday next, the 25th instant, at 2 P. M., at the Commissariat Store, near the Fire Engine Department.

Terms of Sale.—Cash ; and the lots to be cleared away forthwith.

Mangers, wooden, (768) Seven hundred and sixty-eight.

Bombay, Deputy Commissary General's Office, 21st May 1861.

G. POPE, Lieut. Colonel,
Deputy Commissary General.

જાહેરખબર.

નીચે લખેલો શામાન ચીનથી આવેલો હવે ખપમો નથી આવતો. તે આવતા રાનીવારને દીને આવતા મહીનાની તારીખ ૨૫ મી એ બપોરપછી કલાક (૨) એ વાગતે ખુમખાખાનાની પંડોરામાં કુમીરાસી ઇન્સ્ટિટ્યુશનમાં વેચશે.

વેચાનની બોલીએ જે તાખડીયા નાણાં પગાર કરવાને શામાન તરત લઈજવો.

(૭૬૮) શાતરો ને અરરાત લાકડાના મેનજરરા અઠલે ઘોડાને ચના ખવારવાના.

મુંબઈની કીપુટી કમીસરી જનરલ સાહેબની આશીસ,

તારીખ ૨૧ વી મેએ સને ૧૮૬૧.

G. POPE, Lieut. Colonel,
Deputy Commissary General.

No. 78.

Notice

Is hereby given, that sealed Tenders will be received at this Office, on *Tuesday* next, the 28th instant, until 1 o'clock P.M. (any delivered after that hour will be rejected), for the supply of the undermentioned articles, required by this Department, viz :—

16 Cloaks, Cumbly.

1 Stone, Curry, with Roller, to be recut.

1 Bale of Clothing requires to be repaired.

2 lbs. Rotten Stone.

6 Petticoats, Flannel, Europe, as per muster.

6 Scales, wooden, large, with Beams and Chains, complete.

1 Dial, Ship, to be cleaned and regulated.

30 Bolts of Canvas, Europe, best, No. 4.

Intending Tenderers can tender separately for any of the above articles as they may choose to supply.

No Tenders will be received unless accompanied by a Cash deposit of 5 per cent. on the value of the supply tendered. The deposit will be forfeited in the event of the supply not being made within the stipulated time.

The Tenders must specify, both in words and figures, the rates at which the articles will be supplied, as also the period within which the supply will be completed.

The articles to be subject to examination and rejection if not approved of both by this and the receiving Departments.

The Tenders must be superscribed "Tender for Miscellaneous Articles."

All further particulars may be learnt on application at this Office from 10 A.M. till 5 P.M. daily, Sunday excepted.

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

G. POPE, Lieut. Colonel,
Deputy Commissary General.

Bombay, Deputy Commissary General's Office,
22nd May 1861.

No. 79.

CONTRACT FOR BRASS AND COPPER WARE OF COUNTRY MANUFACTURE.

Notice is hereby given, that sealed Tenders will be received up to 2 o'clock on Friday, the 21st proximo, by the Executive Commissariat Officer at the Presidency, for the supply, by Contract, of the Articles mentioned in the following Schedule, for one year, commencing from 1st August 1861 to 31st July 1862.

Schedule for the Supply of Brass and Copper Ware.

2. Printed copies of the Schedule will be supplied to persons desirous to undertake the Contracts on application at this Office.
3. Intending Contractors can tender separately for the articles for which a separate Deposit and Security are provided in the Schedule.
4. No Tender will be received which is not accompanied by the required Cash deposit.
5. Tenders will be opened by the Executive Commissariat Officer at his Office, at the appointed time, in presence of those interested who may choose to attend.
6. After opening Tenders, a day will be appointed by the Commissariat Officer, for the assembly of all Tenderers, within three days, when the name of the person whose offer may be recommended for acceptance will be made known, his deposit will be kept, and the deposit of all others returned.
7. In the event of the successful Tenderer withdrawing his Tender before receipt of the Commissary General's decision, or in the event of his declining to take up the Contract after acceptance, or to sign the Contract Bonds within three days from the date of such acceptance being made known to him, or to furnish the further security when required to do so, his deposit will be forfeited to Government.
8. No advance of Cash will be made to the Contractor.
9. Payments will be made by the Executive Commissariat Officer on presentation of Bills, in duplicate, after the Articles have been delivered and receipts obtained.
10. A fine, not exceeding one-fifth of the deposit, will be levied for any infringement of the stipulations of the Contract Bond, and, if frequently repeated, the Contract will be annulled, and the Security will be confiscated to Government.
11. The Contract must not be sublet. The Contractor's Security will be returned to him immediately on the completion of his Contract.
12. No Tenders will be received after the day and hour fixed. The Tenders to be superscribed "Tender for Commissariat Supplies." The rates to be specified as shown in the Schedule.
13. Form of Contract Bonds, and any further particulars required, can be obtained by applying to the Executive Commissariat Officer.
14. Contracts may be made for one or more articles, as may suit Contractors. The Executive Commissariat Officer reserves to himself the right of selecting such Articles from those tendered as he may think proper for acceptance.
15. No reason will be assigned for the rejection of any Tender.

G. POPE, Lieutenant Colonel,
Deputy Commissary General.

Bombay, Deputy Commissary General's Office, 21st May 1861.

No. 70.

CONTRACT FOR GRAIN, PROVISIONS, &c.

Notice is hereby given, that sealed Tenders will be received up to 2 o'clock on Monday, the 3rd June next, by the Executive Commissariat Officer at the Presidency, for the supply, by Contract, of the Articles mentioned in the following Schedule, for three months, commencing from 15th July to 14th October 1861:—

Schedule for the Supply of Grain, Provisions, &c.

2. Printed copies of the Schedule will be supplied to persons desirous to undertake the Contracts on application at this Office.
3. Intending Contractors can tender separately for the articles for which a separate deposit and security are provided in the Schedule.
4. No Tender will be received which is not accompanied by the required Cash deposit.
5. Tenders will be opened by the Executive Commissariat Officer at his Office, at the appointed time, in presence of those interested, who may choose to attend.
6. After opening Tenders, a day will be appointed by the Commissariat Officer, for the assembly of all Tenderers within three days. When the name of the person whose offer may be recommended for acceptance will be made known, his deposit will be kept, and the deposit of all others returned.
7. In the event of the successful Tenderer withdrawing his Tender before receipt of the Commissary General's decision, or in the event of his declining to take up the Contract after acceptance, or to sign the Contract Bond within three days from the date of such acceptance being made known to him, or to furnish the further security when required to do so, his deposit will be forfeited to Government.
8. No advance of Cash will be made to the Contractor.
9. Payments will be made by the Executive Commissariat Officer on presentation of Bills, in duplicate, after the articles have been delivered and receipts obtained.
10. A fine, not exceeding one-fifth of the deposit, will be levied for any infringement of the stipulations of the Contract Bond; and if frequently repeated, the Contract will be annulled, and the Security will be confiscated to Government.

11. The Contract must not be sub-let. The Contractor's security will be returned to him immediately on the completion of his Contract.

12. No Tenders will be received after the day and hour fixed. The Tenders to be superscribed "Tenders for Commissariat supplies." The rates to be specified as shown in the Schedule.

13. Form of Contract Bonds, and any further particulars required, can be obtained by applying to the Executive Commissariat Officer.

14. Contracts may be made for one or more articles as may suit Contractors. The Executive Commissariat Officer reserves to himself the right of selecting such articles from those tendered as he may think proper for acceptance.

15. No reason will be assigned for the rejection of any Tender.

*Bombay, Deputy Commissary General's
Office, 29th April 1861.*

G. POPE, Lieutenant Colonel,
Deputy Commissary General.

No. 73.

Notice

Is hereby given, that sealed Tenders will be received up to 2 o'clock on Tuesday, the 28th day of May 1861, by the Executive Commissariat Officer at Belgaum, for the supply, by Contract, of the Articles mentioned in the following Schedules, for one year, commencing from 1st July 1861 to 30th June 1862:—

Schedule No. 1, for Hospital Clothing.

Schedule No. 2, for Miscellaneous ditto.

2. Printed copies of Schedules will be supplied to persons desirous to undertake the Contracts, on application at this Office.

3. Intending Contractors can tender separately for the articles for which a separate Deposit and Security are provided in the Schedules.

4. No Tender will be received which is not accompanied by the required Cash deposit.

5. Tenders will be opened by the Executive Commissariat Officer at his Office, at the appointed time, in the presence of those interested who may choose to attend.

6. After opening Tenders, a day will be appointed by the Commissariat Officer for the assembly of all Tenderers, within three days, when the name of the person whose offer may be recommended for acceptance will be made known, his deposit will be kept, and the deposits of all others returned.

7. In the event of the successful Tenderer withdrawing his Tender before receipt of the Commissary General's decision, or in the event of his declining to take up the Contract after acceptance, or to sign the Contract Bonds within three days from the date of such acceptance being made known to him, or to furnish the further security when required to do so, his deposit will be forfeited to Government.

8. No advance of Cash will be made to the Contractor.

9. Payments will be made by the Executive Commissariat Officer on presentation of Bills, in duplicate, after the Articles have been delivered and receipts obtained.

10. A fine, not exceeding one-fifth of the deposit, will be levied for any infringement of the stipulations of the Contract Bond; and if frequently repeated, the Contract will be annulled, and the Security will be confiscated to Government.

11. The Contract must not be sub-let. The Contractor's Security will be returned to him immediately on the completion of his Contract.

12. No Tenders will be received after the day and hour fixed. The Tenders to be subscribed "Tenders for Commissariat Supplies." The rates to be specified as shown in the Schedules.

13. Form of Contract Bonds, and any further particulars required, can be obtained by applying to the Executive Commissariat Officer.

14. Contracts may be made for one or more articles, as may suit Contractors. The Executive Commissariat Officer reserves to himself the right of selecting such Articles from those tendered as he may think proper for acceptance.

15. No reason will be assigned for the rejection of any Tender.

M. W. WILLOUGHBY, Lieutenant,
Acting Deputy Assistant Commissary General, S. M. C.

Commissariat Office, S. M. C., Belgaum, 30th April 1861.

No. 74.

Notice

Is hereby given, that sealed Tenders will be received up to 2 o'clock on Saturday the 15th June next, by the Executive Commissariat Officer at Poona, for the supply by Contract of the articles mentioned in the following Schedule, for one year, commencing from 15th July 1861.

Schedule No. 1, for Miscellaneous Articles.

2. Printed copies of Schedules will be supplied to persons desirous to undertake the Contract, on application at this Office.

3. Intending Contractors can tender separately for the articles for which a separate Deposit and Security are provided in the Schedule.

4. No Tender will be received which is not accompanied by the required Cash deposit.

5. Tenders will be opened by the Executive Commissariat Officer at his Office at the appointed time, in presence of those interested who may choose to attend.

6. After opening Tenders, a day will be appointed by the Commissariat Officer for the assembly of all Tenderers within three days, when the name of the person whose offer may be recommended for acceptance will be made known, his deposit will be kept, and the deposits of all others returned.

7. In the event of the successful Tenderer withdrawing his Tender before receipt of the Commissary General's decision, or in the event of his declining to take up the Contract after acceptance, or to sign the Contract Bond within three days from the date of such acceptance being made known to him, or to furnish the further security when required to do so, his deposit will be forfeited to Government.

8. No advance of Cash will be made to the Contractor.

9. Payments will be made by the Executive Commissariat Officer on presentation of Bills in duplicate, after the articles have been delivered and receipts obtained.

10. A fine, not exceeding one-fifth of the deposit, will be levied for any infringement of the stipulations of the Contract Bond; and if frequently repeated, the Contract will be annulled, and the Security will be confiscated to Government.

11. The Contract must not be sub-let. The Contractor's security will be returned to him immediately on the completion of his contract.

12. No Tenders will be received after the day and hour fixed. The Tenders to be superscribed "Tenders for Commissariat Supplies." The rates to be specified as shown in the Schedule.

13. Form of Contract Bonds, and any further particulars required, can be obtained by applying to the Executive Commissariat Officer.

14. Contracts may be made for one or more articles, as may suit Contractors. The Executive Commissariat Officer reserves to himself the right of selecting such articles from those tendered as he may think proper for acceptance.

15. No reason will be assigned for the rejection of any Tender.

H. W. HOLLAND, Captain,
Assistant Commissary General, P.D.A.

Poona, Commissariat Office, 9th May 1861.

No. 75.

Notice

Is hereby given, that sealed Tenders will be received up to 2 o'clock on Saturday, the 15th June next, by the Executive Commissariat Officer at Ahmednuggur, for the supply, by Contract, of the articles mentioned in the Schedule for Barrack Supplies, for ten months, commencing from 15th July 1861.

2. Printed copies of Schedules will be supplied to persons desirous to undertake the Contract, on application at this Office.

3. Intending Contractors can tender separately for the articles for which a separate Deposit and Security are provided in the Schedule.

4. No Tender will be received which is not accompanied by the required Cash deposit.

5. Tenders will be opened by the Executive Commissariat Officer at his Office at the appointed time, in presence of those interested who may choose to attend.

6. After opening Tenders, a day will be appointed by the Commissariat Officer for the assembly of all Tenderers within three days, when the name of the person whose offer may be recommended for acceptance will be made known, his deposit will be kept, and the deposits of all others returned.

7. In the event of the successful Tenderer withdrawing his Tender before receipt of Commissary General's decision, or in the event of his declining to take up the Contract after acceptance, or to sign the Contract Bond within three days from the date of such acceptance being made known to him, or to furnish the further Security when required to do so, his deposit will be forfeited to Government.

8. No advance of Cash will be made to the Contractor.

9. Payments will be made by the Executive Commissariat Officer on presentation of Bills in duplicate, after the articles have been delivered and receipts obtained.

10. A fine, not exceeding one-fifth of the deposit, will be levied for any infringement of the stipulations of the Contract Bond; and if frequently repeated, the Contract will be annulled, and the Security will be confiscated to Government.

11. The Contract must not be sub-let. The Contractor's security will be returned to him immediately on the completion of his Contract.

12. No Tenders will be received after the day and hour fixed. The Tenders to be superscribed "Tenders for Commissariat Supplies." The rates to be specified as shown in the Schedules.

13. Form of Contract Bonds, and any further particulars required, can be obtained by applying to the Executive Commissariat Officer.

14. Contracts may be made for one or more articles, as may suit Contractors. The Executive Commissariat Officer reserves to himself the right of selecting such articles from those tendered as he may think proper for acceptance.

15. No reason will be assigned for the rejection of any Tender.

*Ahmednuggur, Commissariat Office,
6th May 1861.*

R. T. CLARKE, Lieutenant,
Sub-Assistant Commissary General.

CONTRACT FOR THE SUPPLY OF ORDNANCE STORES.

Persons desirous of entering into a Contract for the supply of such articles as may be required by the Ordnance Department at Hyderabad, Sind, for the term of Six Months from the 1st of August 1861, may, on application at this Office, from 6 A. M. till 2 P. M. daily (Sundays excepted), obtain Copies of the List of Articles, and such information relating thereto as they may require.

2. No person will be allowed to tender for the Contract, unless he deposit 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 (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 Rupees (1000) one thousand, 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 Monday the 3rd June 1861, at 8 o'clock precisely, when they will be opened by the Commissary of Ordnance Sind Division of the Army.

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 produce 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.

*Ordnance Office, Hyderabad, Sind,
1st May 1861.*

G. W. MELLERSH, Captain,
Commissary of Ordnance, Sind D. A.

CONTRACT FOR THE SUPPLY OF ORDNANCE STORES.

Persons desirous of entering into a Contract for the supply of such articles as may be required by the Ordnance Department at Kurrachee for the term of six months from the 1st of August 1861 may, on application at this Office, from 9 A. M. till 4 P. M. daily (Sundays excepted), obtain Copies of the List of Articles and such information relating thereto as they may require.

2. No person will be allowed to tender for the Contract unless he deposit in this Office, in Cash, or Government Promissory Notes or Bank Shares or other properly 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 (100) one 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 required.

3. The further Security required is Bonded Security to the amount of Rupees (500) five 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 Monday the 10th of June 1861 at 10 o'clock precisely, when they will be opened by the Commissary of Ordnance, Sind Division of the Army.

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 Officers.

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 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 produce 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.

*Ordnance Office, Kurrackee,
1st May 1861.*

G. W. MELLERSH,
Commissary of Ordnance, Sind D. A.

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,

Ordnance Office, Mhow, 24th April 1861.

Deputy Assistant Commissary of Ordnance.

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.