[Edl. / 6]
808—29-3-00.

Educational (1900) Department.

ORDINARY MS.

G.O., No.s 387—88

DATED 10-7-1.

INDEXED.

—16—

[Despatch Abstract.]

Stores.

Requesting the Director General of stores, India Office to postpone until further communication the acceptance of Messrs. Taylor & Challen's tender for — required for the aluminium departt. of the school of arts.

BACK PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

FURTHER PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

2,000—5-11-00.

Educational (190/) Department.

2

CURRENT No. 837

From

[Name] The Hon'ble Mr. G. H. Stuart. M.A. Bar-at-Law.

[Designation] Director of Public Instruction

[Station] Madras

DESPATCHED
15 JUN. 1901

Reference No. 4412 of 01.
Dated 15th June 1901.
Enclosures One file of papers in original.

Received 17 JUN. 1901 190 .
Registered 17. 6. 1901.

SUBJECT.

Submitting with remarks the enclosed copy of a letter received direct from the Director General of Stores, India Office, London.

BACK PAPERS.

fo 89-90: 18, 2 [illegible]

FURTHER PAPERS.

To

The Secretary to Government,

Educational Department.

Sir,

In submitting the enclosed copy of a letter received direct from the Director General of Stores, India office, London, I have the honour to state that, if the difference between the prices given in the tender and those in the indent is due to the inclusion of Cutting out or blanking tools in the former, the tender for £957-15-0 may be accepted. The provision of tools is sufficient.

I have the honour to be,

Sir,

Your most obedient servant,

G H Stuart

Director of Public Instruction.

648

DUPLICATE

3

S.5473.

10th May, 1901.

Sir,

In your indent dated 18th February, 1901, for stores for the Aluminium Department, School of Arts, Madras, demand is made for certain items to be obtained from Messrs. Taylor and Challen at a total estimated cost of £735. 5. 0.

A tender has been obtained from Messrs. Taylor and Challen but it amounts to £957. 15. 0. I therefore enclose a copy of the tender together with a copy of their catalogue and I shall be obliged by your informing me whether it is desired that the tender should be accepted. You will observe that it provides for only 1 set of each of the tools and I shall be glad to know whether this will be sufficient.

I have the honour to be, Sir,

Your obedient Servant,

WILLIAM BUTLER.

Deputy Director General of Stores.

The Director of Public Instruction,

Madras.

Encls

DERWENT FOUNDRY,

60 & 62, Constitution Hill,

BIRMINGHAM.

3rd April, 1901.

Sir,

We have pleasure in submitting our Tender for the Machines, Presses and Press Tools specified in the accompanying schedule.

Machines.

The Patent Toggle Drawing Press, Size 4½, is illustrated and described on page 10 in our Catalogue herewith.

The Power Press B, Size 3½, on page 25.

The 9" Double Spinning and Trimming Lathe on page 85, and

The Polishing Lathe Headstock, Size B, with 2 washers and nut on page 117.

Press Tools.

Drawing Press Tools include in each set, 1 Punch or Force, 1 Die, and 1 Ring or Pressure Plate, all machined, as shewn on page 17/18 in Catalogue.

Cutting out or Blanking Tools include 1 Steel Punch and Die accurately machined hardened and ground true, and 1 Cast Iron bolster or holder also machined.

All

5

All the Tools to be fitted to the respective presses and tested here.

All the materials and workmanship to be of the best quality and to be in accordance with the specification, D.O.8046

We remain, &c,

(Sd.) C. Madeley.

Director.

The Secretary of State for India in Council,
India Office,
Whitehall,
London, S.W.

[illegible]

8RA

2

DIRECTOR OF PUBLIC INSTRUCTION
RECEIVED
3 JUN. 1901
R. R. No..............
MADRAS.

6

DERWENT FOUNDRY,

60 & 62, Constitution Hill,

BIRMINGHAM.

3rd April, 1901.

Sir,

We have pleasure in submitting our Tender for the Machines, Presses and Press Tools specified in the accompanying schedule.

Machines.

The Patent Toggle Drawing Press, Size 4½, is illustrated and described on page 10 in our Catalogue herewith.

The Power Press B, Size 3½, on page 25.

The 9" Double Spinning and Trimming Lathe on page 85, and

The Polishing Lathe Headstock, Size B, with 2 washers and nut on page 117.

Press Tools.

Drawing Press Tools include in each set, 1 Punch or Force, 1 Die, and 1 Ring or Pressure Plate, all machined, as shewn on page 17/18 in Catalogue.

Cutting out or Blanking Tools include 1 Steel Punch and Die accurately machined hardened and ground true, and 1 Cast Iron bolster or holder also machined.

All

All the Tools to be fitted to the respective presses and tested here.

All the materials and workmanship to be of the best quality and to be in accordance with the specification, D.O.8046

We remain, &c,

(Sd.) C. Madeley.

Director.

The Secretary of State for India in Council,
India Office,
Whitehall,
London, S.W.

Form No. 2 (Engineering Stores, &c.). Delivery free on board vessels.

DUPLICATE: TO BE KEPT BY TENDERER.

INDIA OFFICE.

Conditions of Contract.

1. (*a*) The whole Contract is to be executed in the most approved, substantial, and workmanlike manner, to the entire satisfaction of the Superintendent of the India Store Depôt, Belvedere Road, Lambeth, who, both personally and by his deputies, shall have full power, at every stage of progress, to inspect the manufacture of the work, or any part of it, and also to inspect the preparation of packing cases, at such times as he may deem fit, and to reject any of the work, or cases, of which he may disapprove; and his decision thereon, and on any question of the true intent and meaning of the Specification and drawings, or of the work necessary for the proper completion of the work, shall be final and conclusive.

(*b*) It is to be understood that the word "work," in these Conditions and the annexed Tender and Specification, includes materials of every kind in every stage of their preparation.

(*c*) When Pattern Numbers are inserted in the Description of Work attached to the Tender, Patterns of the Articles required may be seen at the India Store Depôt, and should be examined by a competent person (who should take this Form with him), before the Tender is sent in; and they may afterwards be examined, if desired, before sending in samples for approval, or at any other time during the execution of the Contract. As a rule, Patterns cannot be lent. The Contractor will be liable to all consequences of his insufficient examination of the Patterns.

(*d*) Before proceeding to execute any work, the Contractor shall obtain from the Superintendent of the India Store Depôt his approval of the manner in which the Contractor proposes to execute each portion of the work, and shall set out at full size any portion of the work that the Superintendent of the India Store Depôt may require.

(*e*) If any dimensions figured upon a drawing differ from those obtained by scaling the drawing, the figured dimensions are to be taken as correct.

(*f*) The Contractor shall provide, without extra charge, all materials, tools, labour, and assistance of every kind which the Superintendent of the India Store Depôt or his deputies may consider necessary for any tests and examinations which they shall require to be made on the Contractor's premises, and shall pay all costs attendant thereon.

The Contractor shall also provide and deliver, free of charge, at such place as the Superintendent of the India Store Depôt may direct, such materials as he may require for test by chemical analysis or independent testing machine. The cost of these tests will be defrayed by the Secretary of State for India in Council, unless it be stated in the Specification that it is to be paid by the Contractor.

(*g*) The Contractor will be held responsible for the work being sufficiently and properly packed so as to ensure its being free from injury on arrival at its destination in India.

(*h*) Subject to the approval of the Secretary of State in Council, the Superintendent of the India Store Depôt may require such alterations to be made in the work, during its progress, as he may deem necessary; and after due consideration of the relation which such alterations bear to the work and prices provided under the Contract, the Secretary of State in Council will determine the amount, if any, that shall on that account be added to or deducted from the Contract price; and his decision thereon shall be final.

(*i*) No work will be considered ready for delivery until the Superintendent of the India Store Depôt shall have given a written certificate that it has been inspected and approved by him.

2. Unless specially permitted by the Director General of Stores, Tenders can be entertained only from actual manufacturers of work of the description required; and none of the work shall be assigned or sublet, nor shall the Contractor allow any part of it to be done otherwise than by and in his own establishments, without the consent of the Superintendent of the India Store Depôt, whose approval in writing shall be obtained as to any persons whom the Contractor proposes to employ to supply the work on his behalf. Subletting, other than that which may be customary in the trades concerned, is prohibited. The wages paid in the execution of this Contract shall be those generally accepted as current in each trade for competent workmen in the district where the work is carried out.

3. The Contractor is to state in the annexed form of Tender, (which must not be detached from the Conditions of Contract and Specification), his prices for the work delivered free on board vessels* in the port of London, or Liverpool, or in any other port in the United Kingdom which he may desire to propose, and such prices are to include all cost of stamping, painting, marking, protection, or preservation, patent right (if any), drawings, templates, models, and gauges, and any claim whatsoever that may arise from the construction, or packing, or delivery of the work, in accordance with these Conditions and the Specification, and also all such work as the Superintendent of the India Store Depôt may deem necessary for the proper completion of the Contract, though special mention thereof may not be made in the Specification or drawings. And the Contractor shall indemnify the Secretary of State in Council against all claims at any time under any patent right, and shall take all risk of accident or damage to, or failure of the work, from whatever cause arising, until the completion of the Contract, and the entire responsibility of the sufficiency of all the means used by him for the fulfilment of the Contract.

4. The Tender is to be filled in with a lump sum, for the whole of the work and its delivery free on board vessels* at the port of shipment, which will be the maximum sum to be paid to the Contractor, no payment being made for any excess over the specified weight or quantity; but it must also be filled in with the respective prices per ton, or otherwise as the case may be, for the various articles delivered as above, and at these rates deductions will be made, from the lump sum named in the Tender, for any deficiencies in the quantities or weights as actually certified by the Superintendent of the India Store Depôt.

5. The Contractor shall, if required by the Superintendent of the India Store Depôt or his deputies, weigh the whole, or any part, of the work, in his or their presence; and the Contractor shall only be paid, subject to the provisions of Clause 3 of these Conditions, for the net quantities or weights of the articles delivered, no allowance being made for wrappers, bags, tie-rods, battens, binders, &c., required for safe packing, notwithstanding any custom of trade, if such there be.

6. The work shall be delivered by the Contractor free on board vessels in such port or ports named in the Tender as the Director General of Stores may require.

Such number of inspection certificates, advice notes, packing accounts, and invoices, as may be required by the Director General of Stores, shall be furnished by and at the cost of the Contractor.

Freight, for the conveyance of the work, or any part thereof, to India, will be engaged by the Director General of Stores, and due notice will be given to the Contractor, by the Superintendent of the India Store Depôt, when and on board what vessel it is to be delivered. Should the work not be delivered within six days

---

* The articles delivered under this Contract are exempt from the payment of Dock and Harbour Rates or Dues, except in the port of London.

Y 5597. 500.—10/1900. I. 1819.

of the sending of such notice, the Contractor will be liable for all payments and expenses that the Secretary of State in Council may incur, or be put to, by reason of such non-delivery, including dead and extra freight, demurrage of vessels, &c.

If the work, or any part of it, fail to be delivered on board as directed, the Contractor is at once to send to the Superintendent of the India Store Depôt full particulars of the quantities not shipped, in order that other freight may be engaged.

7. In the event of the work not being ready for delivery by the time or times respectively agreed upon, the Secretary of State in Council may deduct, or recover from the Contractor, as liquidated damages, and not by way of penalty, the sum of three per cent. on the Contract price for each and every month, or part of a month, during which the work may not be ready for delivery.

But if the delay shall have arisen from any cause which the Secretary of State in Council may admit as reasonable ground for further time, the Secretary of State in Council will allow such additional time as he may consider to have been required by the circumstances of the case. Default or delay of Sub-Contractors, though their employment may have been sanctioned under Clause 2, shall not be reasonable ground for delay.

8. Should the Contractor's preparations for commencement of the work, or any part of it, or his subsequent rate of progress, be so slow, from any cause whatever, that, in the opinion of the Superintendent of the India Store Depôt, which shall be conclusive thereof, he will be unable to complete the work, or any portion thereof, as agreed upon, or should he not have the work ready for delivery in conformity with the Contract, or should he neglect to comply with the directions given him by the Superintendent of the India Store Depôt, or in any other respect act contrary to the terms of the Contract, or should he be adjudged bankrupt, or have a receiving order made against him, or make or enter into any arrangement or composition with his creditors, or suspend payment, (or being a Company should enter into liquidation either compulsory or voluntary), the Secretary of State in Council shall have power, under the hand of the Director General of Stores, to declare the Contract at an end; in which case the Contractor shall be held liable for any liquidated damages for delay as above provided, and for any expense, loss, or damage which the Secretary of State in Council may be put to, incur, or sustain by reason of, or in connection with, the Contractor's default.

9. Payment for the delivery of work, or for each delivery of the value of not less than 20*l.*, will be made to the Contractor, on the certificate of the Superintendent of the India Store Depôt, (subject to the deduction of any amount to which the Contractor is liable under this or any other Contract with the Secretary of State in Council), within twenty-one days after delivery, and the receipt of the claim for payment, and production by the Contractor of the dock company's or mate's receipt, and of the other documents provided in Clause 6.

10. Any bribe, commission, gift, or advantage given, promised, or offered by or on behalf of the Contractor, or his partner, agent, or servant, or anyone on his or their behalf, to any officer, servant, representative, or agent of the Secretary of State in Council, or any person on his or their behalf, in relation to the obtaining or to the execution of this or any other Contract with the Secretary of State in Council, shall subject the Contractor to cancellation of this and all other Contracts, and also to payment, as a debt due to the Secretary of State in Council, of ten per cent. on all sums which he shall have received, or would have become entitled to receive, under this Contract, and also to payment of any loss resulting from any such cancellation to the like extent as is provided in case of cancellation under Clause 8. And the Secretary of State in Council shall be entitled to deduct the amounts so payable from any moneys otherwise due to the Contractor under this or any other Contract. Any question or dispute as to the commission of any offence under the present clause, or as to the sums to be paid in respect thereof, shall be settled by the Secretary of State in Council, in such manner and on such evidence or information as he shall think fit and sufficient, and his decision shall be final and conclusive on the matter.

11. By Act 22 Geo. III., cap. 45, no person who is a member of the House of Commons is competent, either alone or jointly with any other person, to enter into the Contract, which is made upon the condition that no such member is to be admitted to any part or share thereof, or to any benefit or advantage to arise therefrom. This will not, however, extend to any incorporated trading company tendering in its corporate capacity for the benefit of such company.

12. The Secretary of State in Council reserves to himself the power of rejecting any Tender, without assigning a reason, and does not bind himself to accept the lowest or any Tender.

13. Tenders, addressed to the Secretary of State for India in Council, with the words "*Tender for* " on the envelope, must be delivered at the India Office, Whitehall, S.W., before 2 p.m. on Tuesday, the 1901. If delivered by hand, they are to be placed in a Box provided for that purpose in the Store Department.

E. GRANT BURLS,
Director General of Stores.

India Office,
1901.

Telegraphic Address:
INDIAMEN, LONDON.

TENDER.

To the Secretary of State for India in Council.

Sir,

We hereby offer to supply the work described in the annexed Schedule, or such portion thereof as you may determine, in strict accordance with the annexed Conditions of Contract, and Specification, for the following sums, delivered free on board vessels in the Ports specified:—

	£ s. d.
If delivered in the Port of London -	: :
" " " Liverpool or Birkenhead	957 : 15 : 0
" " "	: :

The above sums, which are to be in full satisfaction of all claims, are made up from the rates stated by us in the Schedule.

The work will be ready for delivery within* 18 weeks of the date of acceptance of this Tender.

We agree to abide by this Tender for the period of fourteen days from the date fixed for receiving the same; and in default of our so doing, we will pay the sum of 5*l.* per cent. on the aggregate amount of this Tender to the Secretary of State for India in Council, as and by way of liquidated damages.

We are,
Sir,
Your obedient Servants,

Address, Derwent Foundry
Birmingham.

Dated this 3 May 1901.

(Sd) Taylor & Challen, Ld.
Chas. Madeley,
Director.

---

* To be filled in by the Tenderer, who should also, when practicable, undertake delivery by instalments.

Form No. 2.

SCHEDULE.

The Pattern Room, India Store Depôt, is open on working days from 9 a.m. to 12 noon and from 12.30 to 4.30 p.m. (2 p.m. on Saturdays). It is closed throughout the day on Good Friday, Saturday before Easter, Christmas Day, the day appointed for the celebration in London of Her Majesty's Birthday, Coronation Day, and the four Bank Holidays.

Item No. in Indent.	Description of Work.	Quantity required.	Rate per ——— delivered free on board in the Port of London.	Port of Liverpool or Birkenhead.	Port of
	D.O. 8046; Rem Madras Prov Fd. Home No. 120. Madras School of Art Indt of 18.2.01. Iron Branch.		£ s. d.	£ s. d.	£ s. d.
	For the metal work & aluminium department of the Madras School of Art				
1	Patent Toggle Drawing Press, size 11 G as shown in Taylor & Challen Cat. '99. Page 10.	No. 1		290-0-0	
	Press Tools & Lathe Chucks For frying pans				
2	9"	Set 1		20-6-0	
3	10"	" 1		22-10-0	
4	11"	" 1		24-12-0	
	For tumblers. 3 sizes				
5	3"	" 1		24-1-0	
6	5½"	" 1		35-1-0	
7	6½"	" 1		41-12-0	
				458-2-0	

67-8

100 14

10

Indent No. of Item	Description of Stores.	Quantity required.	Rate per delivered free on board in the Port of London. £ s. d.	Port of Liverpool or Birkenhead. £ s. d.	Port of £ s. d.
	Brot up			458-2-0	
				8-5-0	
				10-8-0	
				13-2-0	
				15-18-0	87.1
				18-12-0	
				20-16-0	
				26-19-0	
				22-10-0	66.19
				17-10-0	
				18-2-0	
				20-7-0	86.1
				23-5-0	
				24-7-0	
				20-6-0	35.2
				14-16-0	
				733-5-0	

Y 5687. 8000—10/1900. I. 1976.

Indent No. of Item	Description of Stores.	Quantity required.	Rate per delivered free on board in the		
			Port of London	Port of Liverpool or Birkenhead.	Port of
			£ s. d.	£ s. d.	£ s. d.
	Brot. up.			733-5-0	
				110-0-0	
				110-0-0	
				4-10-0	
				£ 957-15-0	

Y 5687. 8000.—10/1900. I. 1976.

12 D.O. No. 8046

Iron Branch.

Specification of Presses &c

Drawings & Specifications of the respective Machines & Tools it is proposed to supply together with a full list of Tools & Chucks comprising a set for each operation are to be submitted with tender.

The whole to be of the best materials workmanship & finish throughout.

Inspection, Packing, &c.

The mark ↑ I is to be cast on the maker's name plate, and stamped on the removable parts.

The Machines &c. will be seen at work on the Contractor's premises in Great Britain.

Samples of the work done in presence of the inspecting officer are, *if required*, to be forwarded free of charge to the Superintendent, India Store Depôt.

Notice to be given to the Superintendent, India Store Depôt, when the Machines &c are ready for inspection; *no part of the work to be painted or otherwise coated before inspection.*

After approval, the Machines &c. are to be packed for sea transit, bright parts to be coated with a mixture made up as below, which is to be allowed to dry before the parts are packed:—

White lead ground in oil - - 16 parts by weight
Turpentine - - - - 4 ,, ,,
Boiled oil - - - - 1 ,, ,,

Each package is to have stencilled on it, in good oil paint, the address, and such shipping marks as the Superintendent, India Store Depôt, may require. Cases to have stencilled on them, in addition, a description of their contents and net and gross weights. Stencil plates to be provided by the Contractor.

A tracing on cloth (rolled, not folded), showing in detail the construction of the Machines to guide in erection, &c., is to be provided as soon as possible after receipt of the order, and forwarded to the Superintendent, India Store Depôt, Belvedere Road, Lambeth, S.E., for despatch to India.

Address. Madras Scool of Arts
Madras

↑ I

[E./17]
500—6-11-00.

EDUCATIONAL DEPARTMENT.

Cur 837

13

V

NOTE FOR THE ASSISTANT SECRETARY.

Under paragraph 2 of the Resolution of the Govt. of India in the Department of Finance & Commerce, No 3512 (Stores) dd 16th. October 1885, the Hon'ble Mr. Stuart could have sent his reply direct to the Director General of Stores. Messrs Taylor & Challen's tender is however for £ 957-15-.. which is £ 222 in excess of the amount specified for the items concerned in the indent sent home. This means an increase in the total cost of over Rs 3,000; but there is apparently no help for it now and Mr. Stuart's reply has to be simply forwarded.

26/6/1

Sy I It is desirable that whenever officers have been given authority to correspond direct with the India Office they should do so. I think we may ask Mr Stuart u/o to reply direct to the D. G. Stores.

A.P.
26-6-1

Why is D. P. S in doubt as to cause of difference? The tenders have a Schedule attached specifying articles included.

As the machinery has not been definitely ordered it seems to me it might be well to wait until Govt has arrived at a decision as to the future arrangements with the Ammunition trade before going further.

To. C. S.

B.P.W.
27.6.01

Action on the tender to be suspended pending ~~[illegible]~~ pending receipt of D. P. I.'s Report on petition from V. A. Co

B.P.W.
5.7.01

The drafts placed below may issue.

Pg
5/7/1

A.B.
6.7.01

To 387-88 Mis
10/7/01

Madras

Don't register. Keep with regr Pg 3/9/1

9934

DUPLICATE

SECRETARY TO GOVERNMENT * LOCAL & MUNICIPAL DEPT
3-SEP. 1901

S.10846.

ASSISTT SECY TO GOVT * LOCAL MUNL EDL & LEG DEPTTS
3-SEP.1901

14

9th August 1901.

Sir,

With reference to your letter No. 388 Misc. of 10th July 1901, I have the honour to inform you that Messrs. Taylor & Challen's tender had already been accepted.

They have agreed to suspend the manufacture of the stores pending the receipt of a further communication.

I have the honour to be, Sir,

Your obedient Servant,

E. GRANT BURLS.

Director General of Stores.

The Secretary to Government,
Educational Department,
Madras.

5

15 Educational departt

Cus 837.

Desp
10/7/1

From the D.P.I. no 4412 d/ 15th June 1901

Order
v.m.

387
10.7.01.

The following letter will be despatched to the Director General of Stores, India Office.

Pg
5/7/1

5

ASP
6.7.1

GFW
8.7.

388
10.7.01.

Letter

To the Director General of Stores
India Office, London.

Desp. fin
18/7/1

Sir,

With reference to your letter no 5473 d/ 10th May 1901 to the Director of Public Instruction, Madras, on the subject of certain stores required for the aluminium department of the School of Arts, I am directed to request that ~~until you hear again~~ ~~the~~ acceptance of Messrs Taylor and Challen's tender may be postponed. until a further comm. from this Govt. is received.

Pg
5/7/1

5

ASP

GFW
8.7.01 6-7.1

Note.
D.P.I. must be informed.
GFW

Done.
Pg
10/7/1

16

Educational depa

D.O. 35
10.7.01

My dear Stuart

With reference to your letter ~~[illegible]~~ No. 4412 of the 13th ultimo, I write to say that the Director General of Stores, ~~India office~~, has been requested to postpone the acceptance of Messrs Taylor & Challen's tender ~~pending the receipt of a further~~ until he hears again from us. ~~We are awaiting~~ ~~communication from Govt.~~ We do not wish to close with the offer until ~~Before~~ ~~Pending this Commn., however, Govt. desires~~ ~~to have your~~ your report on the petition from the Indian Aluminium Company has been received & considered.

Yours sincerely

AGP

Pd
8/7/1

686
9.7.1

S| 9.7.1

To

The Hon. Mr G.H. Stuart,
D.P.I., Madra

Recd
[illegible]
10.7.01

When given for copying ______ }
When copied ______ } 190 .
When examined ______ }
When signed ______ }

READ AGAIN G.O., No. , DATED
190 .

CURRENT NO.

ENCLOSURES TO G. NO.

ORDER OF GOVERNMENT .. .. .. A A A A A A A

LETTER OF GOVERNMENT.

STATEMENT WITH DITTO.

PAPERS NOT FILED UP, BEING MEANT FOR DESPATCH IN ORIGINAL.

N.B.—

A = Copy in full.
B = Not to be copied.
P = Copy abstract only.
Q = Copy heading only.