

MELBOURNE & METROPOLITAN TRAMWAYS BOARD,

MELBOURNE, VIC.

SUPPLY and DELIVERY

— OF —

B R A K E S H O E S

Conditions of Tendering, Contract, &c.

Contract No. 226

SEALED TENDERS, endorsed as above, are to be addressed to "The Chairman, Melbourne and Metropolitan Tramways Board," and must be delivered at the Office of the Board, 673 Bourke Street, Melbourne, Victoria, not later than 2 p.m. on Wednesday, 18th. July, 1923.

Melbourne & Metropolitan Tramways Board, Melbourne, Vic.

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SUPPLY AND DELIVERY OF BRAKE SHOES

Contract No. 226

CONDITIONS OF TENDERING.

1. Tenders are to be sealed and legibly endorsed with the name of the work for which the tender is submitted, and title of the Contract.
2. Tenders to be addressed to the Chairman of the Melbourne and Metropolitan Tramways Board, 673 Bourke Street, Melbourne, Victoria.
3. No tender shall be received after 2 p.m. on the day named for the receipt of such tender unless there are circumstances which, in the opinion of the Board, render it desirable to do so.
4. The Board shall not be bound to accept the lowest or any tender, and shall have the right to accept any tender or tenders in respect of any item or items offered.
5. Each tender shall be accompanied by a preliminary deposit equal to at least One per centum of the total amount of the tender.
6. The deposit with tenders shall be in the form of Cash, Bank Cheque, Fixed Deposit Receipt, or Treasury Bond in favour of the Chairman of the Melbourne and Metropolitan Tramways Board.
7. All deposits, with the exception of that of the successful tenderer, shall be returned to the persons entitled thereto as soon as possible from the time when the Board shall have arrived at a decision.
8. The required deposit made by the successful tenderer shall be returned to him on his executing the Contract documents for the fulfilment of the Contract and making the required deposit thereunder. Any tender which may be received without the preliminary deposit, unless otherwise decided by the Board, will be deemed to be informal and be rejected accordingly.
9. In the event of any tenderer failing to take up his tender, complete the necessary Contract documents, and proceed with Contract within the time specified under the Conditions of Contract relating to the Contract, or withdrawing his tender after it shall have been opened, whether such tender shall have been accepted or not, all moneys deposited on account thereof or in connection therewith shall be forfeited to the Board.
10. In submitting the tender other than by a Corporation, the full Christian name, surname, and place of residence of the tenderer must be given, or when the tender is in the name of a firm, the names in full of each member. The omission of this information will render the tender liable to be declared informal.
11. Tenderers shall send in their tender on the form of tender referring to this Contract. Any tender which does not comply with this condition will be considered informal and be absolutely rejected.

These are the Conditions of Tendering marked "A" referred to in the annexed Agreement with the Board.

Witness..... Contractor.....

MELBOURNE & METROPOLITAN TRAMWAYS BOARD,

Melbourne, Vic.

SUPPLY AND DELIVERY OF BRAKE SHOES

Contract No. 226

CONDITIONS OF CONTRACT.

INTERPRETATION OF TERMS.

1. Whenever the terms hereafter explained in the present clause occur in these Conditions or in the Contract or Specification or Schedule of Prices, they shall be held to mean and shall mean as follows:—

"Board" shall mean Melbourne & Metropolitan Tramways Board.

"Chairman" shall mean the Chairman of the Board or the person acting as such for the time being.

"Engineer" shall mean the Chief Engineer to the Board, or the person acting as such for the time being.

"Secretary" shall mean the Secretary to the Board, or the person acting as such for the time being.

"Inspector" shall mean any person or persons who may be appointed to superintend the works on behalf of the Board or the Engineer.

"Contractor" shall mean the person or persons or Corporation or Corporations who contracted to execute the works.

"Schedule of Prices" shall mean the rates at which the Contractor has offered or agreed to execute the Contract.

"Month" shall mean a calendar month.

"Material" shall mean the whole of the material included in and provided for by the Contract.

Words importing the singular number shall include the plural number, and words importing the plural number shall include the singular number.

EXTENT OF CONTRACT.

2. The Contractor, in consideration of the Contract Price as hereinafter stated, will supply and deliver to the Board all the material set out and described in the Specification or implied in or by the same.

The whole of the material is to be of the best manufacture in strict accordance with the Conditions of Contract and the Specification, to the full extent and meaning of the same and to the entire satisfaction, approval and acceptance of the Engineer and under the supervision and inspection of such Inspector as he may appoint.

3. The Contractor shall specify in his tender any goods and material offered which are not manufactured in the Commonwealth, and the value thereof.

In the event of the Board accepting a tender for goods or material not manufactured in the Commonwealth, such acceptance shall be conditional upon the Board obtaining from the Minister the permission to purchase referred to in Clause 4 of the Public Contracts Act 1917.

PATENT RIGHTS.

4. The Contractor shall fully indemnify the Board against any action, claim, or demand, costs, or expenses arising from or incurred by reason of any infringement or alleged infringement of letters patent, design, trade mark, or name, copyright, or other protected rights, in respect of any machine, plant, work, material, or thing, system or method of using, fixing, working, or arrangement used or fixed or supplied by the Contractor, but such indemnity shall not cover any user of the plant or any part thereof otherwise than

in accordance with the provisions of the Specification. All payments and royalties payable in one sum or by instalments or otherwise shall be included by the Contractor in the prices named in his Tender, and shall be paid by him to those to whom they may be due or payable.

In the event of any claim being made or action brought against the Board in respect of any such matters as aforesaid, the Contractor shall be immediately notified thereof, and he shall, with the assistance, if he so requires, of the Board, but at the sole expense of the Contractor, conduct all negotiations for the settlement of the same, or any litigation that may arise therefrom.

SECURITY.

5. Within seven days after the notice of the acceptance of this Tender has been given to the Contractor, he shall deposit at some approved Bank in Melbourne, upon Fixed Deposit in the name of the Secretary, or lodge with the Secretary a Bank cheque or other approved security representing a sum calculated at the rate of Five Pounds (£5) for every hundred pounds (£100) or part thereof on the amount of the tender up to £2,000; when the total amount named in the tender exceeds £2,000, the amount of the deposit must equal 5 per cent. of £2,000, plus $2\frac{1}{2}$ per cent. of the amount over £2,000 and up to £10,000; where the total amount named in the tender exceeds £10,000, the amount of the deposit must equal 5 per cent. on £2,000, an additional $2\frac{1}{2}$ per cent. on £8,000, and an additional 1 per cent. on all the amount above £10,000; which sum so deposited shall be held by the Secretary as security for the proper completion of this Contract; until the Engineer has certified that the whole of the said Contract has been completed to his satisfaction.

If the Contractor fail to deposit the sum as hereinbefore provided within seven days from the acceptance of the tender, or if he fail upon demand to execute the Contract for the due performance of the Contract mentioned in the said tender, the Board may declare such acceptance to be annulled; in which case the amount of the preliminary deposit will be absolutely forfeited to the Board as provided in the Conditions of Tendering.

The Contractor will be entitled to receive any interest that may be payable upon the fixed deposit of the money if the money be placed in a Bank on fixed deposit as such interest becomes payable but it is expressly declared that the Secretary is not to be held liable or answerable in any way for any loss of the money so deposited, or for any loss of interest from the fixed deposit not being renewed.

ACCESS TO WORKS.

6. The Engineer or any other person authorised by him shall have free and uninterrupted access at all times during working hours to any workshop or premises where materials may be in preparation or stored for the purpose of this Contract.

The Contractor shall give the Engineer full particulars as to the mode and place of manufacture and country of origin of any of the materials proposed to be used in connection with this Contract, and shall facilitate in every way the inspection of the same.

CONTRACTOR NOT TO ASSIGN OR SUB-LET CONTRACT.

7. The Contractor shall not assign or sub-let this Contract or any part thereof without the consent in writing of the Engineer on behalf of the Board. Any permission or consent to assign or sub-let work to be done under this Contract shall not discharge the Contractor from any liability in respect to this Contract, and shall extend only to the consent actually given.

RATES OF WAGES, &c.

8. In the carrying out of the Contract the Contractor shall pay to his employees engaged in carrying out this Contract the recognised standard rate of wages for the work performed for a maximum number of hours.

INSURANCE.

9. The Contractor shall, from time to time, insure against fire in the name of the Melbourne and Metropolitan Tramways Board in some approved Insurance Office, all work and material upon which any progress certificate has been granted by the Engineer, and also all materials which may be supplied by the Board to the Contractor for use in connection with the work, and shall lodge with the Secretary to the Board, policies and receipts for such insurance, and shall maintain such policies in force until the possession of the work is given up to and accepted by the Board.

The amount of the said insurance shall be not less than the full value of the said materials and works done thereto as shown by the accounts.

If the Contractor shall fail or omit to insure such work or material as aforesaid, or to pay any premium or premiums thereon, the Board may insure the same and pay any such premium or premiums and the cost and charges of such insurances and all sums expended on or about the same shall be repaid by the Contractor to the Board which shall be at liberty to deduct the same from any sum or sums due to the Contractor under this or any other contract with him.

TIME FIXED FOR COMPLETION.

10. The day fixed for the completion of the Contract is that named in the tender, and on this day the Contractor shall hand over to the Board, the balance of the material complete and finished in every respect, and also produce to the Board within seven days thereafter the Engineer's certificate that it has been completed to his satisfaction. Provided always that the Engineer may from time to time by certificate under his hand extend the time for completion, and then the Contractor shall so complete and hand over the material on the day fixed in such certificate.

DAMAGES FOR DELAY IN COMPLETION.

11. If the Contractor fail in the due performance of his Contract within the time fixed by the Contract or any extension thereof granted under Clause 10, and the Board shall have suffered any loss from the delay occasioned by such failure, the Contractor agrees to accept a reduction of the Contract Price of _____ per cent. per week during each week between the appointed or extended time and the actual time of delivery.

SETTLEMENT OF DISPUTES.

12. In all questions and disputes arising under or in connection with this Contract or the execution thereof, including questions as to the construction of the Contract, the decision in writing of the Engineer, whether by way of certificate or otherwise, and whether given during the progress of the Contract or after its completion, shall be binding and conclusive as between the Board and the Contractor, and the decision in writing of the Engineer shall be a condition precedent to any right of action on any such question or dispute on the part of either the Board or the Contractor.

NOTICES AND CERTIFICATES.

13. All notices, certificates, approvals, disapprovals, permissions, decisions, applications, and extensions provided for by these Conditions shall be in writing, and, if given on behalf of the Board, shall be signed either by the Secretary to the Board or the Engineer, and if either delivered to the Contractor, or posted in the ordinary course of post, addressed to the Contractor at the address given in the Tender, shall be duly served, and if given on behalf of the Contractor shall be in duplicate, and one copy shall be served on or forwarded by post to the Engineer, and the other copy served on or forwarded by post to the Secretary to the Board.

TERMS OF PAYMENT.

14. Subject to any deductions which the Board may be authorised to make under the Contract, the Contractor shall be entitled upon the certificates of the Engineer or other authorised representative of the Board to payments by the Board by instalments in accordance with the following provisions:—

- (1) As the Works progress instalments against shipping documents, invoices, and policies of marine insurance of 90 per cent. of the Contract value (as certified by the Engineer or other duly authorised representative of the Board) of the material from time to time shipped.
- (2) The remaining 10 per cent referred to herein as "Retention Money" within one month from delivery.

These are the Conditions of Contract marked "B" referred to in the annexed Agreement with the Board.

Witness.....

Contractor.....

Melbourne, Victoria.

SUPPLY AND DELIVERY

of

BRAKE SHOES FOR ELECTRIC TRAMCARS.

CONTRACT NO. 226.

S P E C I F I C A T I O N .

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- | | |
|----------------------------------|---------------------|
| 1. Nature of Contract | 7. Inspection |
| 2. Customs Duty or other Charges | 8. Patterns. |
| 3. General Conditions | 9. Quantity. |
| 4. Material | 10. Scrap Material. |
| 5. Manufacture | 11. Delivery. |
| 6. Tests | 12. Payments. |

1. NATURE OF CONTRACT :

The work for which tenders are invited and to which this Specification refers includes the manufacture and delivery of Brake Shoes for Electric Tramcars for the period 1.7.23 to 30.6.24 inclusive, at the Board's Depots, situated at Malvern, Hawthorn, Kew, Glen Huntly Coburg, Preston, Footscray, and Essendon.

2. CUSTOMS DUTY OR OTHER CHARGES.

All customs duty, delivery, wharfage, etc., and dumping duties, if any, are to be included in the quotation and are to be part of the contract price.

3. GENERAL CONDITIONS.

The whole of the material shall conform in every way with this specification and the General Conditions attached hereto.

4. MATERIAL.

The Brake Shoes shall be made of gray cast iron which must be sound, free from blow holes, honeycomb, or any other defects and must successfully meet the physical requirements of this specification.

5. MANUFACTURE.

The castings must be true to pattern and preferably be cast with the wearing face downwards. The manufacturer's name or identification mark and the pattern number must be cast on each brake shoe.

6. TESTS.

Brake shoes shall be selected at random for testing. These shall have not less than $\frac{1}{8}$ " nor more than $\frac{1}{4}$ " of the metal machined from the wearing surface. Six (6) hardness readings on a Brinell Hardness Testing machine shall then be taken at equal intervals on the machined surface of the shoe, the average of these readings shall not be less than 200 nor more than 270 Brinell Hardness number. At the point where the readings are taken, the body metal of the shoe shall be free from blow holes, chill spots, and flaws.

7. INSPECTION.

Inspection of the castings will be carried out at the Board's Depot. Castings that are found to be either too hard or too soft or do not comply with the above conditions, will be rejected.

8. PATTERNS.

One pattern for each type of brake shoe will be supplied by the Board, which must be returned in good order upon completion of the contract. These patterns may be inspected at the Board's workshops, Malvern.

9. QUANTITY. The quantity of Brake shoes that will be required for the 12 months is estimated at about 560 tons, but the Board is not bound to purchase this quantity, the figure being given as a guide only.

10. SCRAP MATERIAL.

The tenderer must state a price at which he will be prepared to purchase scrap brake shoes.

11. DELIVERY.

The brake shoes are to be delivered by contractor to the Board's Depots as directed. It is estimated that the following quantities will be required at the respective depots :-

Malvern	25%	Coburg	10%
Kew	20%	Preston	5%
Hawthorn	20%	Footscray	5%
Glenhuntly	10%	Essendon	5%

12. PAYMENT.

Payments in full will be made on quantities delivered at the Depots, and certified to as being correct.

D. P. Strickland,
CHIEF ENGINEER.

Dated.....192

This is the Specification marked "C" referred to in the annexed Agreement with the Board.

Witness..... CONTRACTOR.....

"D"

MELBOURNE & METROPOLITAN TRAMWAYS BOARD,

Melbourne, Vic.

SCHEDULE OF PRICES.

SUPPLY AND DELIVERY OF BRAKE SHOES

Contract No. 22

Delivery

Manufacturer's Name and Address

Country of Origin

Tenderer's Name and Address

Witness Date 19

This is the Schedule of Prices marked "D" referred to in the annexed Agreement with the Board.

Witness Contractor

'E'

MELBOURNE & METROPOLITAN TRAMWAYS BOARD,
Melbourne, Vic.

SUPPLY AND DELIVERY OF BRAKE SHOES

Contract No. 226

TENDER FORM.

To the Melbourne & Metropolitan Tramways Board,
Melbourne, Victoria.

Under and subject to the Conditions of Tendering, Conditions of Contract, Specification and Schedule of Prices herein attached, I/we the undersigned hereby tender and offer to supply and deliver to the Melbourne & Metropolitan Tramways Board, Victoria, the material described in the Specification hereto attached.

I/we enclose for the sum of £ being at the rate of not less than 1 per cent. on the total of our tender as a preliminary deposit, and agree that such sum shall be absolutely forfeited if I/we at any time within fourteen days after the said tender is opened withdraw same, or if in the event of this tender being accepted fail to execute the Contract as hereinafter mentioned within seven days thereafter.

I/we further undertake, in the event of this tender being accepted, to execute when called upon by you to do so, a formal Contract for the due supply and delivery of such material in the terms of the form of Contract hereto attached.

I/we further undertake that this tender shall not be withdrawn before fourteen days from the date specified for opening the tenders, and may be accepted by you at any time within such period.

Witness my/our hand this day of 19

Tenderer's Name and Address

Witness

This is the form of Tender marked "E" referred to in the annexed Agreement with the Board.

Witness Contractor

SCHEDULE OF DOCUMENTS.

- A. Conditions of Tendering.....
- B. Conditions of Contract.....
- C. Specification.....
- D. Schedule of Prices.....
- E. Tender Form.....
- F. Form of Contract.....
- G.....
- H.....
- I.....
- J.....

MELBOURNE & METROPOLITAN TRAMWAYS BOARD.

"F"

Melbourne, Vic.

SUPPLY AND DELIVERY OF BRAKE SHOES

Contract No. 226

FORM OF CONTRACT.

AN AGREEMENT made the ... day of ... 19 ... of ... between

and in the several documents hereto annexed referred to as "The Contractor" of the one part and the Melbourne & Metropolitan Tramways Board, hereinafter and in the several documents hereto annexed referred to as "The Board" of the other part.

1. The Contractor will execute and deliver in a thoroughly sound and workmanlike manner the material defined and shown in the Specification signed by the Contractor in accordance in every respect with the requirements, stipulations, and conditions set out in the Conditions of Contract and Specification hereunto annexed and in accordance with the Schedule of Prices set forth in the Form of Tender signed by the said Contractor.

2. It is hereby agreed and declared that all the provisions of the said Conditions of Contract and Specification and the said Schedule of Prices shall be as binding upon the Contractor and upon the Board as if the same had been repeated herein, and shall be read as part hereof.

3. The Board shall, in a manner provided by the said Conditions of Contract, pay to the Contractor for the delivery of the said material, the sum or sums set forth in the said Tender and Schedule of Prices therein referred to or such greater or lesser sum as, according to the terms of the said Specification and Conditions of Contract, shall become payable by the Board to the Contractor.

The Contractor has paid to the Board the sum of £ ... under Clause 5 of the said Conditions of Contract.

4. The various documents referred to and scheduled on back of Tender Form shall form part of the Contract hereby made.

SIGNED by ... in the presence of ...

THE COMMON SEAL of the Melbourne & Metropolitan Tramways Board was hereto affixed in the presence of

..... Member.
..... Secretary.

This is the document marked "F" referred to in the annexed Schedule of Documents.
Witness..... Contractor.....