

MELBOURNE & METROPOLITAN TRAMWAYS BOARD

Melbourne, Vic.

MANUFACTURE, SUPPLY and DELIVERY

--- of ---

UNIFORMS and CAPS.

CONDITIONS of TENDERING, CONTRACT, and FORM OF AGREEMENT, etc.

Contract No. 103.

SEALED TENDERS endorsed "Manufacture, Supply and Delivery of Uniforms and Caps" are to be addressed to "The Chairman, Melbourne & 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 Thursday, 2nd September 1920.

MELBOURNE & METROPOLITAN TRAMWAYS BOARD

"A"

Melbourne, Victoria.

MANUFACTURE, SUPPLY and DELIVERY of UNIFORMS and CAPS.

Contract No. 103.

CONDITIONS OF TENDERING.

1. Tenders are to be sealed and legibly endorsed "Tender for Uniforms and Caps."
2. Tenders to be addressed to the Chairman of the Melbourne & Metropolitan Tramways Board and deposited in the Tender Box at 673 Bourke Street, Melbourne, Victoria.
3. No Tender shall be received after 2 p.m. on Thursday, 2nd September 1920, 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.
5. Each Tender must be accompanied by a preliminary deposit of ten pounds (£10).
6. The deposit with tenders shall be in the form of cash or Bank cheque payable in Melbourne in favor of the Melbourne 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 preliminary deposit made by the successful tenderer shall be returned to him on his executing the contract documents and form of agreement herewith 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 the successful tenderer failing to take up his tender, complete the necessary agreement and contract documents, and proceed with the contract within the time specified under the form of agreement 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 may 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.

"B"

MANUFACTURE, SUPPLY and DELIVERY of UNIFORMS and CAPS.

Contract No. 103.

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 Form of Agreement or Schedule of Prices, they shall be held to mean and shall mean as follows:-

"Board" shall mean Melbourne & Metropolitan Tramways Board.

"Chairman" shall include the Chairman of the Board for the time being.

"Chief Manager" shall include the person acting as such for the time being.

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

"Inspector" shall mean any person or persons who may from time to time be entrusted with the superintendence or approval of the work on behalf of the Board.

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

"Schedule of Prices" shall mean the rates at which the Contractor has offered or agreed to manufacture and supply Uniforms and Caps, and be the basis on which payments shall be made.

"Month" shall mean a Calendar month.

"Materials" shall mean the whole of the Materials or Clothing included in and provided for by the Contract and shall comprehend all extras or additions to or alterations in the materials as originally designed or proposed.

"The Contract Price" shall mean the value of the Uniforms and Caps manufactured and delivered at the Board's Office after having been duly passed by the Board's Expert and the Chief Manager subject to such additions or deductions from such sum as may ~~xxxx~~ be made under the powers herein contained.

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 manufacture and supply all the Uniforms and Caps ordered by the Chief Manager referred to in the Schedule of Prices or Form of Agreement, the object of the Contract being that the Contractor shall at the time fixed for completion, hand over to the Board the clothing and caps fully completed in every respect to the satisfaction of the Chief Manager to be signified by a certificate of completion in writing under the hand of the Chief Manager.

The whole of the clothing and caps are to be manufactured in a good substantial and workmanlike manner, of the best materials in strict accordance with the Conditions of Contract and the Form of Agreement, to the full extent and meaning of the same and to the entire satisfaction, approval and acceptance of the Chief Manager, and under the supervision and inspection of such Inspector or Inspectors as he may appoint.

Access to Works

3. The Chief Manager, or any other person authorised by him, shall have free and uninterrupted access during ordinary working hours to any workshop or premises where materials or clothing or caps may be in preparation, or stored for the purpose of this contract.

Contractor not to assign or sub-let work

4. The Contractor shall not assign or sub-let this Contract or any part thereof without the consent in writing of the Chief Manager on behalf of the Board.

Security

5. Within seven days after the notice of the acceptance of this Tender has been given to the Contractor he shall lodge with the Secretary a Bank Cheque representing a sum of Fifty Pounds (£50), which sum so deposited shall be held by the Board as security for the proper completion of this Contract until the Chief Manager has certified that the whole of the work in the said Contract and Agreement has been completed to his satisfaction.

If the Contractor fails 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 and Agreement for the due performance of the work or supply of material 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 .

Insolvency of Contractor, Cancellation of Contract etc.

6. If the Contractor, being a person or persons shall become bankrupt or insolvent or shall make any arrangement with or assignment in favor of his creditors to carry out this Contract, or if in the case of the Contractor being a Company, any proceedings either voluntary or compulsory be taken to wind up the Company, or shall assign or sub-let the Contract upon an execution being levied on the Contractor's goods, or upon the Chief Manager certifying under his hand to the Board that in his opinion the Contractor -
1. Has abandoned or suspended the progress of the Contract or -
 2. Has failed to complete all or any part of the work by the time or extended time for completion;

when the Board may, by notice in writing to the Contractor, determine same, but such determination shall not affect the rights and powers conferred upon the Board and the Chief Manager by the Contract, which are hereby declared to be preserved.

The Chief Manager's certificate under this clause shall be conclusive proof as between the Board and the Contractor of the statements contained in it.

In case the Board shall determine the Contract as hereinbefore provided, no right of action for work done under the Contract shall arise until the Chief Manager shall have certified that the work has been satisfactorily completed and the cost of completion and the penalties due for delay in completion (if any) and the advances which have been made to the Contractor have been ascertained and the amount thereof certified by the Chief Manager in writing.

Quantities

7. For the information of the Contractor it is estimated that the Board's requirements will be equivalent to about 2,000 uniform suits and about 2,000 caps per annum, and it is intended that the contract shall be for the supply of the whole of the Board's requirements whether the number be greater or less.

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

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

Melbourne, Vic.

MANUFACTURE, SUPPLY and DELIVERY OF UNIFORMS & CAPS

Contract No. 103.

MEMORANDUM of AGREEMENT Between

(hereinafter referred to as "The Contractor") of the one part and the Melbourne & Metropolitan Tramways Board (hereinafter referred to as "the Board") of the other part.

WHEREBY the said Contractor agrees with the Board that for the payments hereinafter mentioned he will make and supply to the Board Uniforms and Caps for the Gripmen Motormen and Conductors in the employ of the Board on the following conditions, namely:-

1. The Board shall supply the said Contractor with the necessary metal buttons for the tunics and vests, and with the metal badges to be affixed to the collars of the tunics and caps.
2. The said Contractor shall supply the serge linings, trimmings, thread, buttons, leathers, and all other material to be used in the said suits or single garments and caps, such materials to be of the same quality in every respect as the samples held by the Board and initialled by the said Contractor. The thread to be used shall be best linen thread throughout, except for the edges of the coats and vests and other exposed seams, for which the best silk thread only shall be used. For style and workmanship the said suits, single garments or caps shall be similar to the sample suit marked and initialled as for this contract and now held by the Board.
3. The said Contractor shall take the measure of the employees and make the garments and caps of good shape and style similar in every way to the sample suit and cap held and marked as aforesaid, and shall guarantee a fit satisfactory to the employee for whom the suit or garment is measured.
4. The said suits of uniform, garments or caps shall be subject to the inspection by the person to be appointed for the purpose by the said Board, hereinafter termed "the Inspector", who shall compare the make and workmanship with that of the said sample suit or cap and who shall have power to reject any that he shall deem inferior in any way, and that in this matter the decision of the said expert shall be final.
5. The said Contractor shall alter or amend the make of any suit, garment or cap upon the request of the said Inspector or any officer of the Board, and shall also alter and amend the fit of any garment upon the request of the employee for whom it had been measured or of any Officer of the Board, and in case of any dispute as to the proper fit of any garment the question shall be submitted to the said Inspector, whose decision therein shall be final.

6. The said Contractor shall supply and deliver to the Board such Uniform suits or garments within a period of three weeks from the time the measurement of each man is taken; the said measurement to be taken from day to day at reasonable times of business as the men present themselves for the purpose.

7. The price of the Uniforms and Caps hereby contracted for shall be for each suit, garment or cap the prices noted as follows:-

Gripman's suit complete....	£
Motorman's Tunic and Trousers complete	£
Gripman or Motorman's Tunic.....	£
Gripman's Vest.....	£
Gripman or Motorman's Trousers.....	£
Conductor's Tunic Vest & Trousers....	£
Conductor's Tunic & Trousers.....	£
Conductor's Tunic.....	£
Conductor's Vest.....	£
Conductor's Trousers.....	£
Cap.....	£
White Collars according to sample herewith.....per gross	£

8. The Board shall pay for such suits, garments or caps supplied by the said Contractor within one month of the date of their acceptance by the Employee for whom measured as satisfactory, provided they shall have been previously passed by the said inspector.

9. The Board shall have the right to determine and put an end to this ~~xxxxx~~ agreement upon seven days' notice at any time the Chief Manager of the Board shall decide that the said Contractor has made a sufficient default in carrying out these conditions.

10. Subject to the next preceding clause this Agreement shall continue for a term of either one or two years as the case may be at the least and thereafter until one month's notice has been given by either party to the other.

11. It is further understood and agreed that in case the Wages Board on the Clothing Trade shall increase or decrease the rates of wages of operatives doing this work, a corresponding increase or decrease in the prices of this Contract shall be made by mutual agreement between the parties, or either party to this agreement shall have the right of determining it on giving two months' notice to the other.

IN WITNESS whereof the parties hereto have executed these presents this day of September 1920.

SIGNED SEALED and DELIVERED by the
said
in the presence of.. .. .

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

Chairman

Secretary

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

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

SCHEDULE OF PRICES.

MANUFACTURE, SUPPLY and DELIVERY of UNIFORMS and CAPS.

Contract No. 103.

Gripman's Suit Complete	£
Motorman's Tunic & Trousers	£
Gripman or Motorman's Tunic	£
Gripman's Vest	£
Gripman or Motorman's Trousers	£
Conductor's Tunic, Vest & Trousers... ..	£
Conductor's Tunic & Trousers	£
Conductor's Tunic... ..	£
Conductor's Vest... ..	£
Conductor's Trousers	£
Cap	£
White Collar according to sample herewith per gross	£

Delivery guaranteed within three weeks from the time the measurement of each man is taken in accordance with clause 6 of the Form of Agreement attached.

Manufacturer's Name and Address.....
Origin of materials to be used
Tenderer's Name and address.....
Witness..... Date 1920

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

Witness Contractor.....

Melbourne, Victoria

MANUFACTURE, SUPPLY and DELIVERY of UNIFORMS and CAPS

Contract No. 103

T E N D E R F O R M

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

Under and subject to the Conditions of Tendering, Conditions of Contract, Form of Agreement and Schedule of Prices herein attached the undersigned hereby tender and offer to supply and deliver to the Melbourne & Metropolitan Tramways Board, Melbourne, the Uniforms and Caps described in the Form of Agreement hereto attached, and at the prices set opposite each item in the Schedule of Prices hereto attached.

enclose a Bank Cheque for the sum of Ten POUNDS (£10), and agree that such sum shall be absolutely forfeited if 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 Form of Agreement attached and Contract documents within seven days thereafter.

further undertake in the event of this tender being accepted to execute, when called upon by you to do so, a formal agreement for the due supply and delivery of such materials and clothing in the terms of the form of Contract and form of Agreement thereto attached, subject to such final additions thereto and alterations therein as in your opinion may be necessary to adapt the same to the conditions of this tender.

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 hand this day of September 1920.

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.....

Melbourne, Victoria

MANUFACTURE, SUPPLY and DELIVERY of UNIFORMS and CAPS

Contract No. 103

FORM OF CONTRACT

AN AGREEMENT made the ... day of September 1920. Between ... of (hereinafter

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 Uniforms and Caps specified in the Form of Agreement signed by the Contractor, in accordance in every respect with the requirements, stipulations and conditions set out in the Conditions of Contract and Form of Agreement 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 Form of Agreement 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 execution, furnishing and delivery of such Uniforms and Caps as may be ordered by the Chief Manager at the rates 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 Agreement and Conditions of Contract, shall become payable by the Board to the Contractor.
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 ...

Chairman Member Secretary.

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

Witness ... Contractor...