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## THE GAZETTE OF THE REPUBLIC OF SRI LANKA (CEYLON)

අංක 44 — 1973 ජනවාරි 26 වැනි සිකුරාදා — 1973.01.26

No. 44 — FRIDAY, JANUARY 26, 1973

(Published by Authority)

### PART I: SECTION (II B)—ADVERTISING

(Separate paging is given to each language of every Part in order that it may be filed separately.)

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### Notices calling for Tenders

#### PRISONS DEPARTMENT

Tenders for the purchase of Manufactured Coir coal bags and damaged gunny bags at Mahara Prison, Ragama

THE Superintendent of Prisons, Mahara Prison, Ragama, will receive tenders up to 10.30 a.m. on February 20, 1973, for the purchase of the following articles in 2 lots:—

- Lot (A)—Manufactured Coir Coal bags 2490.
- Lot (B)—Damaged gunny bags 1,000.

2. A tender deposit of Rs. 25 should be made at this office and the receipt obtained for the deposit should be annexed to the tender. Should any person decline or fail to remove the above mentioned articles after making the necessary payments within 7 (Seven) days of receiving notice in writing that his tender has been accepted, such deposit will be forfeited to the Crown. Notice of acceptance of tender will be deemed to have been received by the tenderer if it has been sent by post addressed to, or left at, the address given by the tenderer. The tender deposit will be refunded on removal of the articles by the accepted tenderer.

3. Tenderers should quote one price for each lot separately. Tenders should be in sealed envelopes sent under registered post addressed to the undermentioned and endorsed "Tender for Empty Coir Gunny Bags", on the left-hand top corner of the envelope. No specified printed forms are issued for the purpose.

4. Tenders will be opened at 10.35 a.m. on 20th February, 1973, at the office of the Superintendent of Prisons, Mahara, Ragama, and tenderers are permitted to be present at the opening of the tenders.

5. Any other information on this subject can be obtained from the undersigned.

C. T. JANSZ,  
for Superintendent of Prisons, Mahara.

5th January, 1973.  
Mahara Prison, Ragama.  
Tel. No. 257. 281.

1-851—Gazette No. 44 of 73.01.26

#### FOURTH TENDER—SPC/3/D

Annual Tender for the Supply of Local Anaesthetics, Hormones, Corticosteroids, Etc.

TENDER Schedules are available for prospective Tenderers at No. 2, Gregory's Avenue, Colombo 7. A fee of Rs. 5 is payable for a set of Tender Schedules.

Tender close on 20th February, 1973.

Tender Schedules are also available in respect of the following:—

SECOND TENDER SPC/3/B.—Closing Date: 29th January, 1973. For the supply of Perphenazine

Tablets B.P., etc.

THIRD TENDER SPC/3/C.—Closing Date: 6th February, 1973. For the supply of Vitamins, Electrolyte-Solutions, etc.

MANAGING DIRECTOR,  
State Pharmaceuticals Corporation of  
Sri Lanka.

No. 2, Gregory's Avenue,  
Colombo 7.  
16th January, 1973.

1-988—Gazette No. 44 of 73.01.26

### IMPORTANT NOTICE

All Notices to be published in Part I Section (IIA) and (IIB) of the Weekly Gazette of Sri Lanka will be accepted till 12 noon on the Wednesday previous to the Week of publication. Notices received after the scheduled time and date will not be accepted under any circumstances.

L. W. P. PEIRIS,  
Government Printer.

Department of Government Printing,  
Colombo, December 15, 1972

## DEPARTMENT OF SMALL INDUSTRIES

THE Chairman, Tender Board, Department of Small Industries, Hemas Building, Colombo 1, will receive tenders till 10 a.m. on 20.2.1973, for construction of a well at Sizing Plant, Kurunegala.

2. Forms of tender will be issued to contractors registered in any Government Department for building works costing Rs. 15,000 and above.

3. Intending tenderers must make a tender deposit of Rs. 25 either at the office of this department or at any

Kachcheri outside Colombo and produce Receipt and Registration on or before 12 noon on 19.2.1973, for obtaining tender forms.

SOMAPALA GUNADHIRA,  
Director of Small Industries.

Ref. No. 3/1—(1/38),  
Department of Small Industries,  
Hemas Building,  
Colombo 1, 10.01.1973.

1-958—Gazette No. 44 of 73.01.26

## TERRITORIAL CIVIL ENGINEERING ORGANIZATION, CENTRAL REGION

THE Chairman, Tender Board of the Regional Office of the Director of Works, Central Region of the Ministry of Irrigation, Power and Highways will receive tenders from Ceylonese and Ceylonese firms for the fixing of rates for the hire of Transport Vehicles/Plant/Mechanical Equipment for the year 1973, for—

(a) the entire region if the tenderer wishes to quote a rate.

(b) for each of the fourteen Divisions—Minipe, Kundasale, Kandy, Kadugannawa, Galagedera, Matale, Laggala, Dambulla, Rattota, Gampola, Norwood, Kotmale, Nuwara Eliya, Walapane and Hanguranketa.

2. Tenders for the above-mentioned will be received under sealed registered cover up to 10 a.m. on 26.2.1973 and opened immediately thereafter. Last date of issue of tender forms will be 25.2.1973.

3. The conditions of tender are available for inspection by the prospective tenderers in the office of the Director of Works, Central Region, Kundasale up to 25.2.1973. A fee of Rs. 25 is payable for each tender form.

C. W. E. ROSA,  
Director of Works, Central Region.

Kundasale.

1-844/1—Gazette No. 44 of 73.01.26

## TERRITORIAL CIVIL ENGINEERING ORGANIZATION, CENTRAL REGION, KUNDASALE

THE Director of Works, Central Region, Kundasale and Chairman, Tender Board, T. C. E. O., Kundasale, will receive tenders up to 10 a.m. on 26.2.73 from contractors, Co-operative Societies and Rural Development Societies registered with the Department for Rs. 25,000 and over for the transport of stores in the following Executive Engineers' Divisions of the Central Region, during the Financial year 1973 :—

(1) Executive Engineer's Office, Matale.

(2) Executive Engineer's Office, Rattota.

2. Tenderers must have at least two lorries in their possession to be eligible to tender and must produce the Certificates of Registration in proof thereof along with the Revenue Licences for the year 1973.

A tenderer may tender for more than one Division in which case he should produce proof of having lorries at the rate of 2 for a Division.

3. Tenders are to be made in duplicate on forms obtainable from the office of the Director of Works, Kundasale, during office hours up to 3 p.m. on 25.2.73. In applying for tender forms intending tenderers must produce their registration book as well as a declaration of departmental works in hand giving the progress therein. A tender deposit of Rs. 25 per each Division must be made at this office, any of the Regional Offices or at any Kachcheri and the receipt produced before any tender forms can be issued. Further particulars can be had on application to this office.

C. W. E. ROSA,  
Director of Works and Chairman,  
Tender Board, T. C. E. O., Kundasale.

1-844/2—Gazette No. 44 of 73.01.26

## T.C.E.O.—KALUTARA DIVISION

TENDERS for the construction of the following work in Kalutara Division will be received by the Director of Works, Western Region, Coniston Place, Colombo 7, up to 10.00 a.m. on Tuesday, 20th February, 1973, and opened at 11.00 a.m. on the same day.

| Name of Work   | Registered amount Required Rs. | Amount of Tender Deposit Rs. |
|--|--------------------------------|------------------------------|
| Regarding and reconditioning drainage channel; from Nagaha Duwa bridge to Dummalamodara Ela in Mahaweliyaya Scheme | 75,000                         | 100 00                       |

2. Contractors, Union; and Societies Registered in Government Department for Rs. 75,000 and over are eligible to tender.

3. Tenders are to be made on forms which can be obtained from the office of the Executive Engineer at Kalutara/Agalawatta Moratuwa-Homagama/Panadura/Horana Bulathsinghala during office hours from 5th February to 12.00 noon on the 15th of February 1973 (both day inclusive). In applying for tender forms intending tenderers must produce their registration books, and furnish a declaration of the Works they hold at present in the Government and their values to tender. Before tender forms can be issued a tender deposit as specified above should be made at the office of the Executive Engineer, Kalutara.

4. Plans in respect of this work and all other particulars can be obtained at the Executive Engineer's Office, Kalutara, during office hours.

M. D. P. SOMASEKARA,  
Executive Engineer,  
Kalutara.

12th January, 1973.

1-905—Gazette No. 44 of 73.01.26

## DEPARTMENT OF AGRICULTURE

Transport of Cattle Food from Seeduwa to Livestock Farms in the Ambewela-Bopatalawa Project

THE Chairman, Tender Board, Animal Production and Health Division, Department of Agriculture, Peradeniya, will receive tenders up to 2 p.m. on 22.2.1973 for the above Transport Service.

For further particulars please see the notice in Sinhala appearing in this Gazette.

Deputy Director of Agriculture,  
(Animal Production and Health).

1-954—Gazette No. 44 of 73.01.26

POSTS & TELECOMMUNICATIONS DEPARTMENT  
Sale of Generator Set

TENDERS will be received by the Chairman, Tender Board, Chief Telecommunication Engineer's Office, Fifth floor, Posts & Telecommunications Headquarters, Colombo 1, up to 10.00 a.m. on 22.02.1973 for the sale of Generator set lying at the Posts & Telecommunication Stores, Maradana.

Intending tenderers who apply at the office of the obtained from the Chief Telecommunication Engineer's Office, 5th Floor, Posts & Telecommunication Headquarters, Lotus Road, Fort, Colombo 1, from whom all particulars and information can be obtained. The Generator set can be inspected with the consultation

of the Engineer, Posts & Telecommunications Stores, Maradana.

Intending tenderers who apply at the office of the Chief Telecommunication Engineer will be issued with tender documents up to 12.00 noon on 19.02.1973 on production of a receipt for a tender deposit of Rs. 50 made with the Telegraph Cashier, C.T.O., Colombo 1, or with the Post Master at any Post Office.

H. D. S. A. GUNAWARDENA,  
Chief Telecommunication Engineer.

Posts & Telecommunication Headquarters,  
Lotus Road,  
P.O. Box 503,  
Colombo 1.

1-947—Gazette No. 44 of 73.01.26

EXCISE DEPARTMENT

Tender for the Transport of Liquor and other goods connected with the operation of Excise Warehouses at Badulla, Batticaloa, Jaffna and Trincomalee

TENDERS are hereby invited by the Chairman, Tender Board, Excise Department, Colombo 1, from individuals or firms or Co-operative Societies for the conveyance by motor lorry of liquor, casks, bottles, crates, and other goods for the year commencing March 1, and ending December 31, 1973, between the Excise Warehouse and Railway Goods-sheds in each of the undermentioned places; a separate tender being submitted in respect of each place.

- (1) Badulla
- (2) Batticaloa
- (3) Jaffna
- (4) Trincomalee.

1. *Tender Forms.*—(a) Tenders should be made on form to be obtained from the Excise Commissioner, Colombo 1. No tender will be considered unless it is made on the recognised form issued by the Excise Commissioner.

(b) A Tender Deposit of Rs. 100 will be required to be made at the Excise Commissioner's Office, Colombo, or at a Kachcheri and a receipt produced for same before any form of tender is issued. Should the successful tenderer decline or fail to enter into contract or bond or fail to furnish approved security within ten days of receiving notice in writing from the Excise Commissioner, that his tender has been accepted such deposit will be forfeited to the Government and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government Contract. Notice of acceptance of tender will be deemed to have been received by the tenderer if it has been sent by registered post addressed to or left at the address given by the tenderer. All deposits of persons who have submitted tenders will be released upon signature of the contract. Tenderers should make their deposits for tender forms before 12 noon on 73.02.08 and obtain necessary forms. Tender forms will not be issued after.

(c) Tender deposits of those who after having obtained tender forms fail to tender will be refunded only if they return in blank, before the date and time fixed for closing of tender, the tender form and all other documents issued to them with the tender forms.

(d) The following are however exempted from the payment of this deposit:—

- (1) Co-operative Wholesale Establishment;
- (2) State Trading Organisations of other Governments;
- (3) Rural Development Societies approved by the Director of Rural Development;
- (4) Co-operative Societies registered by the Registrar of Co-operative Societies.

2. *Method of quoting for Service and particulars to be furnished in Tender Forms.*—(a) Every tenderer shall quote a rate separately for each category of the goods mentioned in the Schedule obtainable from the Excise Commissioner's Office, Scotches and tyres used for packing casks of liquor shall be transported free of charge.

(b) Every tenderer should state in his tender the Registered Nos. of Motor Lorries registered in his name which he proposes to use for the service tendered for.

(c) Each of the Motor Lorries to be used for transport under this tender shall—

- (1) have a minimum payload of 3 tons;
- (2) be authorised to ply for fee or reward;

- (3) have a carrier's permit for the routes on which the vehicles are to be used; and
- (4) be duly licensed and insured.

3. *Disqualifications against the acceptance of tenders.*—No tender will be accepted from—

- (1) any person who is not a citizen of Sri Lanka or from any firm or Co-op. Society, all the Shareholders/members of which are not citizens of Sri Lanka;
- (2) a person whose name appears in the List of State/Excise Defaulting Contractors;
- (3) a person who is a criminal within the meaning of the prevention of the Crimes Ordinance;
- (4) a person who holds a licence to manufacture or process or to sell arrack.

4. *Closing date of Tender.*—Tenders will close with the Excise Commissioner at 11 a.m. on 09.02.1973, at the Excise Commissioner's Office, 1st Floor, Hemas Building, Colombo 1.

5. *How Tenders may be transmitted.*—(a) All tenders should be in duplicate, each copy to be signed by the tenderer and sent under one sealed cover together with a copy of these Conditions signed by the tenderer in acknowledgment of his agreeing to such conditions. The sealed cover shall be marked on top left-hand corner "TENDER FOR TRANSPORT—WAREHOUSES" and should be addressed to CHAIRMAN, TENDER BOARD, EXCISE DEPARTMENT, COLOMBO. The tendered rates and other information should be recorded clearly, the tendered rates being shown in figures as well as in words. All alterations and erasures should be authenticated by the tenderer as otherwise the tenders are liable to be rejected.

(b) Tenderers may transmit their tenders by registered post or they or their agents may personally hand-over the tenders to the Chief Clerk, Excise Department, Colombo 1, before the date and hour appointed for the closing of tenders. The Chief Clerk on receiving such tender will immediately give an acknowledgement to the person handing over the sealed tender and will forthwith deposit the tender in the Tender Box.

6. *Opening of Tenders.*—Tenders will be opened at 11 a.m. on 73.02.09, at the Excise Commissioner's Office, Hemas Building, Colombo 1. Tenderers may be present at the opening of tenders. The officer who opens the tenders will read out to the tenderers present the names of the tenderers as well as rates quoted by each of them. Any tenderer who wishes to scrutinize the duplicate of a tender may do so on application to the Officer opening the tenders.

7. *Conditions of lorry to be used.*—(a) The lorry to be used for this service shall be a sound and substantial motor lorry as will in the opinion of the Excise Commissioner be suitable and sufficient for this service from time to time. Such lorry shall have a water-proof tent or cover, sides and tail boards such as shall protect the goods and persons to be carried in the lorry and shall be fitted with tyres and tubes in a serviceable condition and shall fulfil all the requirements of the Ordinances and regulations in force for the time being applicable to motor vehicles. The lorry shall further be equipped proper appliances kept in good order for extinguishing any fire.

(b) Provide at the cost of the tenderer, each and every lorry with a driver and a cleaner who must be competent, steady, sober and of good character. The driver shall be one who has complied with the requirements of the Ordinances and Regulations in force for the time being relating to drivers of such vehicles and be in all respects subject thereto. The driver and cleaner shall at all times when employed in this service pre-

serve a clean, neat and respectable appearance. The tenderer shall be responsible for the driver and cleaner protecting goods transported to the utmost of their power, and shall replace any unsatisfactory driver or cleaner on the demand of the Commissioner or of the Superintendent of Excise.

8. *Insurance of Goods carried.*—The tenderer shall at his own expense insure the goods carried in each and every lorry against all insurable risks including fire, riot, strikes and civil commotion to the value of Rs. 10,000. The insurance shall cover the period of tender and the policy shall be in the name of the Excise Commissioner.

9. *Contractor bound to provide lorry on demand by Warehouse Officers.*—The Contractor shall be bound to make available a lorry between the hours of 8 a.m. and 4.30 p.m. on any working day to the Officer in-charge of the said Warehouse (hereinafter to be called the Warehouse Officer) within 6 hours of demand by such Warehouse Officers. The tenderer and the said drivers and cleaners shall at all times faithfully and punctually observe, obey and pursue all orders and regulations which may from time to time be given to them respectively by the Officer in-charge of the Warehouse.

10. *No guarantee for daily work.*—Neither the State nor the Excise Commissioner undertakes that order for transport will be given daily or at all.

11. (a) Excise Officer and/or Porter to be carried free.

(b) Prohibition against Passengers other than cleaner.

(a) The tenderers shall be bound to reserve a seat for and convey free of charge in such lorries an officer of the Excise Department travelling on public duty, immediately connected with the transport and conveyance of goods to and from Warehouses/Distilleries at outstations and Railway Goods-sheds under this contract. The tenderer shall further be bound to convey free of charge in such lorries such number of other employees of the Department as the Warehouse Officer may consider to be required for the purpose of loading and unloading the goods transported.

Provided that if the tenderer shall fail in any obligation imposed on him by this clause, he shall be liable to pay as liquidated damages in respect of each failure such sum as the Excise Commissioner may fix not exceeding Ten Rupees (Rs. 10) and shall in addition pay all expenses incurred by the Department in consequence of such failure.

(b) No person other than the persons mentioned in paragraph (a) of this clause and the cleaner shall be carried in any lorry used for the purpose of this service.

12. *Tenderer to pay Taxes, Duties and Assessments.*—The tenderer shall bear and pay all manner of taxes, duties and assessments which shall or may become due or payable for or in respect of lorries employed by him in connection with this service.

13. *Employment of Labour.*—The successful tenderer should agree to and shall employ as labourers only male citizens of Sri Lanka both skilled and unskilled in carrying out the work under this tender and such labourers shall be recruited as far as possible from the area in which the work is carried out. Such male labourers shall not be—

(i) under 18 years of age, and

(ii) suffering from an infectious or contagious disease.

Provided, however, that in exceptional circumstances, the Excise Commissioner may permit the employment as labourers of non-citizens of Sri Lanka specifically approved by him in writing with the concurrence of the Secretary of the Ministry of Finance. The employment as Labourers of non-citizens of Sri Lanka without such approval in writing is forbidden.

14. *Persons who may not be employed.*—The Excise Commissioner shall be entitled for reasons which appear to him to be sufficient to give notice in writing, of his objection to the employment by the successful tenderer of any person specified in such notice. On receipt of such notice, the successful tenderer shall forthwith terminate the engagement of that person. Failure to carry out this requirement shall be deemed to be a breach of these conditions.

15. *Wages to be paid to Employees.*—The tenderer shall agree that he shall pay a fair wage to every section of workers employed by him in respect of this tender and in terms of all regulations now in force or which may hereinafter come into force relating to the payment of wages to workers.

The tenderer shall be bound to allow any officer of the Excise Department duly authorised to do so by the Excise Commissioner, to have access to and to inspect his books, checkrolls, muster rolls and other documents relating to labour employed by him in connection with the said services.

16. *Workmen's Compensation Insurance.*—The successful tenderer will at all times during the pendency of the contract indemnify and keep indemnified the Republic of Sri Lanka from and against all actions, claims, demands costs, losses, damages and expenses which may be brought against or made upon the Government of Sri Lanka under the "Workmen's Compensation Ordinance (Cap. 139) and the Motor Traffic Act", or otherwise or which the Government of Sri Lanka may pay, incur, sustain or be put to by reason of any loss of life or injury or damage to any person employed by the successful tenderer in carrying out the service and on account of third party risks.

17. *Power to Inspect Lorries.*—The tenderer shall accord every facility to the Commissioner or officers duly authorized by him to inspect the lorries used by him for the conveyance of goods and the equipment in such lorries.

18. *Delay in providing lorries; insufficiency of lorries and drivers; loss or damage to property.*—Without prejudice to the Excise Commissioner's rights the tenderer will be liable in damages:

(a) in a sum not exceeding Rs. 10 for delay of every hour or part of an hour between the time a lorry was due and the time of its arrival and no break down of any lorry or any accident to it shall exempt the tenderer from liability to pay such damages.

(b) in a sum not exceeding Rs. 50 if the delay is such that a lorry fails to deliver the goods at the specified Railway Goods-shed in time for loading into the train by which the goods are to be conveyed.

(c) in a sum not exceeding Rs. 20 in respect of each lorry for every day or part of a day during which the tenderer refuses or neglects to provide or employ a number of suitable lorries or drivers and cleaners sufficient in the opinion of the Excise Commissioner for the purpose specified.

(d) in a sum not exceeding Rs. 10,000 as the estimated value of loss or damages consequent on the tenderer or his agents or employee losing or misdelivering or damaging or pilfering any goods or other property entrusted to them.

19. *Fine for insufficiency of Lorries and Drivers.*—If the tenderer shall at any time refuse or neglect to provide or employ a number of suitable lorries or drivers and cleaners sufficient in the opinion, of the Excise Commissioner for the purpose specified, it shall be lawful for the Excise Commissioner to provide and employ such means as he may consider necessary for the purpose aforesaid, and to charge the whole of the expenses incurred thereby to the tenderer and thereupon the tenderer shall on demand pay or cause to be paid to the Excise Commissioner the whole of the expenses incurred by him in consequence of any such neglect or refusal or in reference thereto such expenses to be recoverable against the tenderer as and by way of liquidated damages and that in any such case of neglect or refusal, it shall be lawful for the Excise Commissioner to retain, allow or any part of such expenses so incurred as last aforesaid out of all or any sum of money which may be then due or shall thereafter become due to the tenderer under this tender in discharge so far as the same will extend of such expenses.

Provided, however, that this provision shall be without prejudice to the right of the Excise Commissioner to terminate this contract under the provisions for such purpose hereinafter contained.

20. *Damages for breaches not elsewhere provided.*—Where no damage is herein specially provided for or where the amount of damages is left to the discretion of the Excise Commissioner, the tenderer shall be liable to pay for each breach of any of the conditions of this contract damages in such sums as the Excise Commissioner may fix, not exceeding ten rupees (Rs. 10).

21. *Fines recoverable from payments.*—When any damages has been incurred under any provision conditions contained in these, it shall be lawful for the Excise Commissioner to retain the amount of such damages out of any sum or sums of money which may then be due or thereafter become due to the tenderer under this tender.

22. *Payments to be made weekly.*—The Excise Commissioner will pay to the tenderer the sums due for the service tendered for every week at the rate tendered in not less than three clear working days and not more than ten clear working days after the day on which a correct claim is presented or received at the Excise Head Office for settlement. The tenderer shall submit his weekly bill in duplicate to the Superintendent of Excise Warehouses, on or before the 3rd working day of the following week.

23. *Contract to be entered into with the Commissioner.*—Within 14 days of the intimation of the acceptance of his tender, the successful tenderer shall enter into a contract with the Excise Commissioner, acting for and on behalf of Government of Sri Lanka, and the designation Excise Commissioner shall mean and include the officer for the time being holding such office and his successor in office for the time being under the Government of Sri Lanka. The successful tenderer shall simultaneously comply with the requirements of Clause 28 below.

(2) The successful tenderer shall also supply the necessary stamps to be affixed to the contract and security bond in terms of the Stamps Ordinance.

24. *Security deposit.*—(a) Before entering into the contract in terms of Clause 27 the successful tenderer shall deposit with the Excise Commissioner a sum of Rupees One Thousand (Rs. 1,000) in cash and produce the receipt therefor. When entering into the contract such tenderer shall also sign a bond binding himself to observe the terms of the contract and hypothecating the said security deposit to the State for the performance of the contract.

(b) The security required from the successful tenderer can be furnished in the form of Promissory Notes of any of the Republic of Sri Lanka interest bearing loans. These loans carry a higher rate of interest than fixed deposits in banks, and the interest is paid half-yearly by Republic of Sri Lanka to the holder. When the contract period is over and the security can be released, the notes can be tendered by the holder as security, for subsequent contract with Government of Sri Lanka the value of the notes can be realised without loss in the open market. The banks too accept these notes as security for overdrafts.

25. *Registered Postal Address.*—The successful tenderer shall on signing the contract elect and signify under his hand a post office or postal address to which all notices and processes whatever in connection with the contract may be addressed under registered cover and all such notices or processes so addressed to such post office or to such postal address, and posted in due course, shall be deemed to have been duly served and be as effectual for all purpose, as if they had been served upon the contractor in person upon the day on which any such notice or process was so posted.

26. *Assignment or Sub-letting of Contract.*—*Power of Attorney.*—No contract may be assigned or sublet without the authority of the Excise Commissioner. The Excise Commissioner reserves to himself the right to refuse to recognise a Power of Attorney issued by a

contractor to any person authorising him to carry on the contract on the contractor's behalf.

27. *Conditions in which Contract may be Determined.*—If the contractor were to be adjudged bankrupt or insolvent at any time, or if he shall not in the judgement of the Excise Commissioner (whose decision shall be final) faithfully observe and perform the conditions of this contract the Excise Commissioner has the right to determine and put an end to the contract forthwith.

28. *Terms and Conditions.*—The terms and conditions of the contract will be on the lines of the draft which is available for inspection at the Excise Commissioner's Office, Colombo 1. Any further information can be ascertained upon application at the Excise Commissioner's Office, Colombo.

29. *Ordinance and Regulations Relating to Motor Conveyance.*—If anything herein contained shall at any time conflict with any Ordinance, by-law, regulation or rule relating to motor vehicles the failure of the tenderer to carryout his obligations under this tender so far as they are rendered impossible by such law shall not be regarded as a breach of this tender conditions.

30. *Compliance with tender conditions.*—No tender will be considered unless in respect of it all the conditions above laid down have been strictly fulfilled.

31. *Period of Validity of Tenders.*—All tenders should be firm and should hold good for thirty (30) days from the date of closing of tenders.

32. *Power of Acceptance or Rejecting of Tender.*—The tender Board, Excise Department, reserves to itself the right without question of rejecting any or all tenders and the right of accepting any tender.

33. *Definition of Terms :*

- (1) *Excise Commissioner* shall mean and include the officer for the time being holding the Office of the Excise Commissioner or his successor for the time being in the said office.
- (2) *Superintendent of Excise :* shall mean and include the officer for the time being holding the Office of the Superintendent of Excise Warehouses or any officer acting in his behalf.
- (3) *Warehouse Officer :* means and include the officer appointed by the Excise Commissioner to the charge of an Excise Warehouse or any officer acting in his behalf.
- (4) *Distillery Officer :* means the officer appointed by the Excise Commissioner to the charge of Distillery.
- (5) *Citizen of Sri Lanka :* The term citizen of Sri Lanka, shall mean and include a citizen of Sri Lanka by descent or registration.

H. B. WIJEKOON,  
Excise Commissioner.

Excise Commissioner's Office,  
Colombo 1.

Date : .....1973. Signature and Designation  
of Issuing Officer.

Date : .....1973. Signature of Quoting.  
1-860—Gazette No. 44 of 73.01.26

STATE TIMBER CORPORATION  
Road Roller for Sale

SEALED tenders will be accepted upto 12 noon on 1973.02.09 for the sale of One Richier Towed Pneumatic-Tyre Roller, Type RTP 25

The prospective tenderers can examine the Roller at the Corporation Workshop at Kaldemulla Road, Ratmalana, with the permission of the Foreman, Workshop.

The condition of tender and the tender forms could be obtained from the Operations Division, 7, Vajira

Lane, Colombo 5, on payment of a non refundable tender fee of Rs. 10 and refundable tender deposit of Rs. 100.

Tender forms will be issued upto 2 p.m. on 1973.02.08. Further particulars could also be obtained from the Operations Division.

7, Vajira Lane,  
Colombo 5.

1-990—Gazette No. 44 of 73.01.26

W. R. H. PERERA,  
Chairman,  
State Timber Corporation.

**EXCISE DEPARTMENT**

**Tender for the Transport of Liquor and other goods connected with the operation of Excise Warehouse at Vavuniya**

TENDERS are hereby invited by the Assistant Commissioner of Excise, Excise Department, Jaffna, from individuals or firms or Co-operative Societies for the conveyance by motor lorry of liquor, casks, bottles, crates and other goods for the year commencing March 1st and ending December 31st 1973, between the Excise Warehouse and Railway Goods-shed, Vavuniya.

1. *Tender Forms.*—(a) Tenders should be made on form to be obtained from the Assistant Commissioner of Excise, Jaffna. No tender will be considered unless it is made on the recognised form issued by the Assistant Commissioner of Excise, Jaffna.

(b) A tender deposit of Rs. 25 will be required to be made at the Kachcheri and a receipt produced for same before any form of tender is issued. Should the successful tenderer decline or fail to enter into contract or bond or fail to furnish approved security within ten days of receiving notice in writing from the Excise Commissioner, that his tender has been accepted, such deposit will be forfeited to the Government and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government Contract. Notice of acceptance of tender will be deemed to have been received by the tenderer if it has been sent by registered post addressed to or left at the address given by the tenderer. All deposits of persons who have submitted tenders will be released upon signature of the contract. Tenderers should make their deposits for tender forms before 12 noon on 73.02.08 and obtain necessary forms. Tender forms will not be issued after.

(c) Tender deposits of those who after having obtained tender forms fail to tender will be refunded only if they return in blank, before the date and time fixed for closing of tender, the tender forms and all other documents issued to them with the tender forms.

(d) The following are however exempted from the payment of this deposit :—

- (1) Co-operative Wholesale Establishment ;
- (2) State Trading Organisations of other Governments ;
- (3) Rural Development Societies approved by the Director of Rural Development ;
- (4) Co-operative Societies registered by the Registrar of Co-operative Societies.

2. *Method of quoting for Service and particulars to be furnished in Tender Forms.*—(a) Every tenderer shall quote a rate separately for each category of the goods mentioned in the Schedule obtainable from the Assistant Commissioner's Office, Northern Division, Jaffna. Scotches and tyres used for packing casks of liquor shall be transported free of charge.

(b) Each of the Motor lorries to be used for transport under this tender shall—

- (1) have a minimum payload of 3 tons ;
- (2) be authorised to ply for fee or reward ;
- (3) have a carrier's permit for the routes on which the vehicles are to be used ; and
- (4) be duly licensed and insured.

3. *Disqualification against the acceptance of tenders.*—No tender will be accepted from—

- (1) Any person who is not a citizen of Sri Lanka or from any firm or Co-operative Society, all the shareholders/members of which are not citizens of Sri Lanka ;
- (2) A person whose name appears in the List of State/Excise Defaulting Contractors ;
- (3) A person who is a criminal within the meaning of the prevention of the Crime Ordinance ;
- (4) A person who holds a licence to manufacture or process or to sell arrack ;

4. *Closing Date of Tender.*—Tenders will close with the Excise Commissioner at 11 a.m. on 09.02.1973, at the Assistant Commissioner's Office, Northern Division, Jaffna.

5. *How Tenders may be transmitted.*—(a) All tenders should be in duplicate, each copy to be signed by the tenderer and send under one sealed cover together with a copy of these Conditions signed by the tenderer in acknowledgement of his agreeing to such conditions. The sealed cover shall be marked on top left-hand corner "TENDER FOR TRANSPORT—VAVUNIYA WAREHOUSE" and should be addressed to Assistant Commissioner of Excise, Northern Division, Jaffna. The tendered rates and other information should be recorded clearly, the tendered rates being shown in figures as well as in words. All alterations and erasures should be authenticated by the tenderer as otherwise the tenders are liable to be rejected.

(b) Tenderers may transmit their tenders by registered post or they or their agents may personally hand-over the tenders to the Chief Clerk, Excise Department, Jaffna, before the date and hour appointed for the closing of tenders. The Chief Clerk on receiving such tender will immediately give an acknowledgement to the person handing over the sealed tender and will forthwith deposit the tender in the Tender Box.

6. *Opening of Tenders.*—Tenders will be opened at 11 a.m. on 73.02.09, at the Assistant Commissioner's Office, Northern Division, Jaffna. Tenderers may be present at the opening of tenders. The Officer who opens the tenders will read out to the tenderers present the names of the tenderers as well as rates quoted by each of them. Any tenderer who wishes to scrutinize the duplicate of a tender may do so on application to the Officer opening the tenders.

7. (a) *Conditions of lorry to be used.*—The lorry to be used for this service shall be a sound and substantial motor lorry as will in the opinion of the Excise Commissioner be suitable and sufficient for this service from time to time. Such lorry shall have a waterproof tent or cover, sides, and tail boards such as shall protect the goods and persons to be carried in the lorry and shall be fitted with tyres and tubes in a serviceable condition and shall fulfill all the requirements of the Ordinances and Regulations in force for the time being applicable to motor vehicles. The lorry shall further be equipped proper appliances kept in good order for extinguishing any fire.

(b) Provide at the cost of the tenderer, each and every lorry with a driver and a cleaner who must be competent, steady, sober and of good character. The driver shall be one who has complied with the requirements of the Ordinances and Regulations in force for the time being relating to drivers of such vehicles and be in all respects subject thereto. The driver and cleaner shall at all times when employed in this service preserve a clean, neat and respectable appearance. The tenderer shall be responsible for the driver and cleaner protecting goods transporting to the utmost of their power, and shall replace any unsatisfactory driver or cleaner on the demand of the Commissioner or of the Superintendent of Excise Warehouses.

8. *Insurance of Goods carried.*—The tenderer shall at his own expense insure the goods carried in each and every lorry against all insurable risks including fire, riot, strikes and civil commotion to the value of Rs. 50,000. The insurance shall cover the period of tender and the policy shall be in the name of the Excise Commissioner.

9. *Contractor bound to provide lorry on demand by Warehouse Officers.*—The Contractor shall be bound to make available a lorry between the hours of 8.00 a.m. and 4.30 p.m. on any working day to the Officer-in-Charge of the said Warehouse (hereinafter to be called the Warehouse Officer) within 6 hours of demand by such Warehouse Officers. The tenderer and the said drivers and cleaners shall at all times faithfully and punctually observe, obey and pursue all orders and regulations which may from time to time be given to them respectively by the Officer-in-Charge of the Warehouse.

10. *Additional Lorry and Driver, if required.*—The tenderer shall be bound to provide additional lorries and additional drivers as may in the opinion of the Superintendent of Excise Warehouse, Vavuniya, be necessary from time to time provided at least 12 hours notice is given to the tenderer.

11. *No guarantee for daily work.*—Neither the State nor the Excise Commissioner undertakes that order for transport will be given daily or at all. The tender does not grant the tenderer an exclusive privilege for all transport for the Department.

12. (a) *Excise Officer and/or Porter to be carried free.*

(b) *Prohibition against Passengers other than cleaner.*

(a) The tenderer shall be bound to reserve a seat for and convey free of charge in such lorries an officer of the Excise Department travelling on public duty, immediately connected with the transport and conveyance of goods to and from warehouses/distilleries at outstations and Railway Goods-sheds under this contract. The tenderer shall further be bound to convey free of charge in such lorries such number of other employees of the Department as the Warehouse Officer may consider to be required for the purpose of loading and unloading the goods transported.

Provided that if the tenderer shall fail in any obligation imposed on him by this clause, he shall be liable to pay as liquidated damages in respect of each failure such sum as the Excise Commissioner may fix not exceeding Ten Rupees (Rs. 10) and shall in addition pay all expenses incurred by the Department in consequence of such failure.

(b) No person other than the persons mentioned in paragraph (a) of this clause and the cleaner shall be carried in any lorry used for the purpose of this service.

13. *Tenderer to pay Taxes, Duties and Assessment.*—The tenderer shall bear and pay all manner of taxes, duties and assessments which shall or may become due or payable for or in respect of lorries employed by him in connection with this service.

14. *Employment of Labour.*—The successful tenderer should agree to and shall employ as labourers only male citizens of Sri Lanka both skilled and unskilled in carrying out the work under this tender and such labourers shall be recruited as far as possible from the area in which the work is carried out. Such male labourers shall not be—

(i) under 18 years of age, and

(ii) suffering from an infectious or contagious disease.

Provided, however, that in exceptional circumstances, the Excise Commissioner may permit the employment as labourers of non-citizens of Sri Lanka specifically approved by him in writing with the concurrence is forbidden.

15. *Persons who may not be employed.*—The Excise Commissioner shall be entitled for reasons which appear to him to be sufficient to give notice in writing of his objection to the employment by the successful tenderer of any person specified in such notice. On receipt of such notice, the successful tenderer shall forthwith terminate the engagement of that person. Failure to carry out this requirement shall be deemed to be a breach of these conditions.

16. *Wages to be paid to Employees.*—The tenderer shall agree that he shall pay a fair wage to every section of workers employed by him in respect of this tender and in terms of all regulations now in force or which may hereafter come into force relating to the payment of wages to workers.

The tenderer shall be bound to allow any officer of the Excise Department duly authorised to do so by the Excise Commissioner, to have access to and to inspect his books, checkrolls, muster rolls and other documents relating to labour employed by him in connection with the said services.

17. *Workmen's Compensation Insurance.*—The successful tenderer will at all times during the pendency of the contract indemnify and keep indemnified the Republic of Sri Lanka from and against all actions, claims, demands, costs, losses, damages and expenses which may be brought against or made upon the Government of Sri Lanka under the "Workmen's Compensation Ordinance (Cap. 139) and the Motor Traffic Act" or otherwise or which the Government of Sri Lanka may pay, incur, sustain or be put to by reason of any loss of life or injury or damage to any person employed by the successful tenderer in carrying out the service and on account of third party risks.

18. *Power to Inspect Lorries.*—The tenderer shall accord every facility to the Commissioner or officers duly authorised by him to inspect the lorries used by him for the conveyance of goods and the equipment in such lorries.

19. *Delay in providing lorries; insufficiency of lorries and drivers; loss or damage to property.*—Without prejudice to the Excise Commissioner's rights the tenderer will be liable in damages:

(a) in a sum not exceeding Rs. 10 for delay of every hour or part of an hour between the time a lorry was due and the time of its arrival and no break down of any lorry or

any accident to it shall exempt the tenderer from liability to pay such damages.

(b) in a sum not exceeding Rs. 50 if the delay is such that a lorry fails to deliver the goods at the specified Railway Goods-shed in time for loading into the train by which the goods are to be conveyed.

(c) in a sum not exceeding Rs. 20 in respect of each lorry for every day or part of a day during which the tenderer refuses or neglects to provide or employ a number of suitable lorries or drivers and cleaners sufficient in the opinion of the Excise Commissioner for the purpose specified.

(d) in a sum not exceeding Rs. 10,000 as the estimated value of loss or damages consequent on the tenderer or his agents or employ losing or misdelivering or damaging or pilfering any goods or other property entrusted to them.

20. *Fine for insufficiency of Lorries and Drivers.*—

If the tenderer shall at any time refuse or neglect to provide or employ a number of suitable lorries or drivers and cleaners sufficient in the opinion, of the Asst. Commissioner for the purpose specified, it shall be lawful for the Excise Commissioner to provide and employ such means as he may consider necessary for the purpose aforesaid, and to charge the whole of the expenses on demand pay or cause to be paid to the Excise Commissioner the whole of the expenses incurred thereby to the tenderer and thereupon the tenderer shall on demand pay or cause to be paid to the Excise Commissioner the whole of the expenses incurred by him in consequence of any such neglect or refusal or in reference thereto such expenses to be recoverable against the tenderer as and by way of liquidated damages and that in any such case of neglect or refusal, it shall be lawful for the Excise Commissioner to retain allow or any part of such expenses so incurred as last aforesaid out of all or any sum of money which may be then due or shall thereafter become due to the tenderer under this tender in discharge so far as the same will extend of such expenses.

Provided, however, that this provision shall be without prejudice to the right of the Excise Commissioner to terminate this contract under the provisions for such purpose hereinafter contained.

21. *Damages for breaches not elsewhere provided.*—Where no damage is herein specially provided for or where the amount of damages is left to the discretion of the Excise Commissioner, the tenderer shall be liable to pay for each breach of any of the conditions of this contract damages in such sums as the Excise Commissioner may fix, not exceeding ten rupees (Rs. 10).

22. *Fines recoverable from payments.*—When any damages has been incurred under any provision conditions contained in these it shall be lawful for the Excise Commissioner to retain the amount of such damages out of any sum or sums of money which may then be due or thereafter become due to the tenderer under this tender.

23. *Payments to be made weekly.*—The Excise Commissioner will pay to the tenderer the sums due for the service tendered for every week at the rate tendered in not less than three clear working days and not more than ten clear working days after the day on which a correct claim is presented or received at the Excise Head Office for settlement. The tenderer shall submit his weekly bill in duplicate to the Superintendent of Excise Warehouses, on or before the 3rd working day of the following week.

24. *Contract to be entered into with the Commissioner.*—Within 14 days of the intimation of the acceptance of his tender, the successful tenderer shall enter into a contract with the Excise Commissioner, acting for and on behalf of Government of Sri Lanka, and the designation Excise Commissioner shall mean and include the officer for the time being holding such office and his successor in office for the time being under the Government of Sri Lanka. The successful tenderer shall simultaneously comply with the requirements of Clause 28 below.

(2) The successful tenderer shall also supply the necessary stamps to be affixed to the contract and security bond in terms of the Stamps Ordinance.

25. *Security deposit.*—(a) Before entering into the contract in terms of Clause 27 the successful tenderer shall deposit with the Excise Commissioner a sum of Rupees one Thousand (Rs. 1,000) in cash and produce the receipt therefor. When entering into the contract such tenderer shall also sign a bond binding himself to observe the terms of the contract and hypothecating the said security deposit to the State for the performance of the contract.

(b) The security required from the successful tenderer can be furnished in the form of Promisory Notes of any of the Republic of Sri Lanka interest bearing loans. These loans carry a higher rate of interest than fixed deposits in banks, and the interest is paid half-yearly by Republic of Sri Lanka to the holder. When the contract period is over and the security can be released, the notes can be tendered by the holder as security, for subsequent contract with Government of Sri Lanka the value of the notes can be realised without loss in the open market. The banks too accept these notes as security for overdrafts.

26. Registered Postal Address.—The successful tenderer shall on signing the contract elect and signify under his hand a post office or postal address to which all notices and processes whatever in connection with the contract may be addressed under registered cover and all such notices or processes so addressed to such post office or to such postal address, and posted in the course, shall be deemed to have been duly served and be as effectual for all purposes, as if they had been served upon the contractor in person upon the day on which any such notice or process was so posted.

27. Assignment or Sub-letting of Contract.—Power of Attorney—No contract may be assigned or sublet without the authority of the Excise Commissioner. The Excise Commissioner reserves to himself the right to refuse to recognise a Power of Attorney issued by a contractor to any person authorising him to carry on the contract on the contractor's behalf.

28. Conditions in which Contract may be Determined.—If the Contractor were to be adjudged bankrupt or insolvent at any time, or if he shall not in the judgement of the Excise Commissioner (whose decision shall be final) faithfully observe and perform the conditions of this contract the Excise Commissioner has the right to determine and put an end to the contract forthwith.

29. Terms and Conditions.—The terms and conditions of the contract will be on the lines of the draft which is available for inspection at the Excise Commissioner's Office, Colombo 1. Any further information can be ascertained upon application at the Excise Commissioner's Office, Colombo.

30. Ordinances and Regulations, Relating to Motor Conveyances.—If anything herein contained shall at any time conflict with any Ordinance, by-law, regulation

or rule relating to motor vehicles the failure of the tenderer to carry out his obligations under this tender so far as they are rendered impossible by such law shall not be regarded as a breach of this tender conditions.

31. Compliance with tender conditions.—No tender will be considered unless in respect of it all the conditions above laid down have been strictly fulfilled.

32. Period of Validity of Tenders.—All tenders should be firm and should hold good for thirty (30) days from the date of closing of tenders.

33. Power of Acceptance or Rejecting of Tender.—The Tender Board, Excise Department, reserves to itself the right without question of rejecting any or all tenders and the right of accepting any tender.

34. Definition of Terms.—1. Asst. Commissioner shall mean and include the officer for the time being holding the Office of the Asst. Commissioner of Excise or his successor for the time being in the said office.

2. Superintendent of Excise-Warehouses shall mean and include the officer for the time being holding the Office of the Superintendent of Excise Warehouses or any officer acting in his behalf.

3. Warehouses Officer mean and include the officer appointed by the Excise Commissioner to the charge of an Excise Warehouse or any officer acting in his behalf.

4. Citizen of Sri Lanka The term citizen of Sri Lanka shall mean and include a citizen of Sri Lanka by descent or registration.

H. B. WIJEKOON,  
Excise Commissioner.

Excise Commissioner's Office,  
Colombo 1.

Signature & Designation  
of Issuing Officer.

Date : ..... 1973.

Signature of Person Quoting.

Date : ..... 1973.

1-858—Gazette No. 44 of 73.01.26.

EXCISE DEPARTMENT

Tender for the Transport of Liquor and other Goods connected with the operation of Excise Warehouse at Kandy

TENDERS are hereby invited by the Chairman, Tender Board, Excise Department, Colombo 1, from individuals or firms or Co-operative Societies for the conveyance by Motor Lorry of Liquor, Casks, bottles, crates and other Goods for the year Commencing March 1st and ending December 31st 1973.

- (a) Between Excise Warehouse and Railway Goods-shed in Kandy.
- (b) Among the Distilleries/Warehouses at Seeduwa, Negombo, Kandy, Badulla, Hingurana, Batticaloa, Trincomalee, Kantalai, Vavuniya and Jaffna.

1. Tender Forms.—(a) Tenders should be made on form to be obtained from the Excise Commissioner, Colombo 1. No Tender will be considered unless it is made on the recognised form issued by the Excise Commissioner.

(b) A tender deposit of Rs. 100 will be required to be made at the Excise Commissioner's Office, Colombo, or at a Kachcheri and a receipt produced for same before any form of tender is issued. Should the successful tenderer decline or fail to enter into contract or bond or fail to furnish approved security within ten days of receiving notice in writing from the Excise Commissioner, that his tender has been accepted such deposit will be forfeited to the Government and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government Contract. Notice of acceptance of tender will be deemed to have been received by the tenderer if it has been sent by registered post addressed to or left at the address given

by the tenderer. All deposits of persons who have submitted tenders will be released upon signature of the contract. Tenderers should make their deposits for tender forms before 1 p.m. on 73.2.8 and obtain necessary forms. Tender forms will not be issued after—

(c) Tender deposits of those who after having obtained tender forms fail to tender will be refunded only if they return in blank, before the date and time fixed for closing of tender, the tender form and all other documents issued to them with the tender forms.

(d) The following are however exempted from the payment of this deposit:—

- (1) Co-operative Wholesale Establishment;
- (2) State Trading Organisations of other Governments;
- (3) Rural Development Societies approved by the Director of Rural Development;
- (4) Co-operative Societies registered by the Registrar of Co-operative Societies.

2. Method of quoting for Service and particulars to be furnished in Tender Forms :

(b) The tenderers shall quote for the Service in two parts as follows:—

- (1) Rate per single mile of operation of a Motor Lorry between Excise Warehouse and Railway Goods-shed, Kandy.
- (2) Rate per single mile of operation of a Motor Lorry among Excise Distilleries/Warehouses at Seeduwa, Negombo, Kandy, Badulla, Hingurana, Batticaloa, Trincomalee, Kantalai, Vavuniya and Jaffna.

(b) Every tenderer should state in his tender the Registered Nos. of Motor Lorries registered in his name which he proposes to use for the service tendered for.



(c) Each of the Motor Lorries to be used for transport under this tender shall—

- (1) have a minimum payload of 5 tons;
- (2) be authorised to ply for fee or reward;
- (3) have a carrier's permit for the routes on which the vehicles are to be used; and
- (4) be duly licensed and insured.

3. *Disqualifications against the acceptance of tenders.*—No tender will be accepted from—

- (1) any person who is not a citizen of Sri Lanka or from any firm or Co-op. Society, all the shareholders/members of which are not citizens of Sri Lanka;
- (2) an individual or firm or Co-operative Society who/which is not the registered owner of at least six motor lorries;
- (3) a person whose name appears in the list of State/Excise Defaulting Contractors;
- (4) a person who is a criminal within the meaning of the prevention of the Crimes Ordinance;
- (5) a person who holds a licence to manufacture or process or to sell arrack.

4. *Closing date of Tender.*—Tenders will close with the Excise Commissioner at 11 a.m. on 73.02.09. at the Excise Commissioner's Office, 1st Floor, Hemas Building, Colombo 1.

5. *How tenders may be transmitted:*

- (a) All tenders should be in duplicate, each copy to be signed by the tenderer and sent under one sealed cover together with a copy of these conditions signed by the tenderer in acknowledgment of his agreeing to such conditions. The sealed cover shall be marked on to left hand corner "TENDER FOR TRANSPORT—KANDY WAREHOUSE" and should be addressed to CHAIRMAN, TENDER BOARD, EXCISE DEPARTMENT, COLOMBO 1. The tendered rates and other information should be recorded clearly, the tendered rates being shown in figures as well as in words. All alterations and erasures should be authenticated by the tenderer as otherwise the tenders are liable to be rejected.
- (b) Tenderers may transmit their tenders by registered post or they or their agents may personally handover the tenders to the Chief Clerk, Excise Department, Colombo 1, before the date and hour appointed for the closing of tenders. The Chief Clerk on receiving such tender will immediately give an acknowledgment to the person handing over the sealed tender and will forthwith deposit the tender in the Tender Box.

6. *Opening of Tenders.*—Tenders will be opened at 11 a.m. on 73.02.09, at the Excise Commissioner's Office, Hemas Building, Colombo 1. Tenderers may be present at the opening of tenders. The Officer who opens the tenders will read out to the tenderers present the names of the tenderers as well as rates quoted by each of them. Any tenderer who wishes to scrutinize the duplicate of a tender may do so on application to the Officer opening the tenders.

7. *Regulations regarding the number of lorries, trailers, etc.*—Subject to details hereinafter specified, tenders should be submitted on the basis that the tenderer would—

- (a) for the purposes of this tender at his own cost provide and employ at least two (unless otherwise required under condition 11 below), good and substantial roadworthy motor lorries as will in the opinion of the Excise Commissioner be suitable and sufficient for this service from time to time. Such lorries shall be fitted with tyres and tubes in serviceable condition and shall fulfil all the requirements of the Ordinances and Regulations in force for the time being applicable to such vehicles;
- (b) provide at the cost of the tenderer and to the entire satisfaction of the Excise Commissioner each and every Motor Lorry with permanent and fixed body and covering such as shall prevent access to the goods carried within except through the rear. Such lorries should have no hatch or other openings between the cab and the body. The rear of the lorry shall be

equipped with doors/tail board which can be locked from the outside by means of an Excise Padlock, and preventing access to the goods inside except when such lock is opened. Every lorry shall further be equipped with proper appliances kept in good order for extinguishing any fire;

- (c) provide at the cost of the tenderer each and every lorry with a driver and a cleaner who must be competent, steady, sober and of good character. The driver shall be one who has complied with the requirements of the Ordinances and Regulations in force for the time being relating to drivers of such vehicles and be in all respects subject thereto. The driver and cleaner shall at all times when employed in this service preserve a clean, neat and respectable appearance. The tenderer shall be responsible for the driver and cleaner protecting goods transported to the utmost of their power, and shall replace any unsatisfactory driver or cleaner on the demand of the Commissioner or of the Superintendent of Excise, Kandy.

8. *Weight to be carried.*

- (a) The above quoted rate will be payable for transporting on any section of a trip a minimum load of either 6 full casks of arrack (each containing any quantity between 90 and 120 bulk gallons) lying horizontally side-by-side or 12 empty casks (of the same capacity as above) or bags of filled empty bottles of an aggregate capacity of 480 gallons or 90 to 100 crates (each containing 5 gallons filled or empty bottles of arrack) lying horizontally side-by-side or any combination of these five classes of articles on the basis of one full cask being equivalent to 2 empty casks or 70 gallons of bottles filled with arrack or empty bottles of the same aggregate capacity or 15 crates with or without filled or empty bottles.
- (b) The rate so payable shall also cover the carriage of articles other than in addition to the five classes of articles above mentioned, such as empty gunny bags, boxes of labels and/or stoppers/warehouse apparatus, warehouse stires and all other goods whatever required for warehouses, provided that the carriage of such miscellaneous articles is within the maximum load and capacity of the lorry.
- (c) The Excise Commissioner shall, however, pay the full rate per mile, if the load given to be carried on any section of a trip is less than the minimum load mentioned in (a) above, or if no load is given to be carried on any such section.

9. *Insurance of Goods carried.*—The tenderer shall at his own expense insure the goods carried in each and every lorry against all, insurable risks including fire, riot, strikes and civil commotion to the value of Rs. 50,000. The insurance shall cover the period of tender and the policy shall be in the name of the Excise Commissioner.

10. *Times of Work and of Journeys.*—The lorry or all the lorries to be employed under this tender with their respective drivers and cleaners shall be available at all times between the hours of 8 a.m. and 4.30 p.m. or even full-time at a stretch every day of the week for the purpose of this service at the warehouses in Kandy as may be appointed from time to time by the Excise Commissioner as the point of departure, and shall be ready to start therefrom forthwith on their journeys at such times and to such places at the Officer-in-charge of the said warehouse (hereinafter referred to as the Warehouse Officer) may from time to time direct or appoint. The tenderer and the said drivers and cleaners shall at all times faithfully and punctually observe, obey and pursue all orders and regulations which may from time to time be given to them respectively by the Officer-in-charge of the warehouse, to which goods are being delivered or from which goods are being despatched, and shall conform specifically and punctually to the time of delivery at their destination of the goods despatched from any warehouse.

11. *Additional Lorry and Driver, if required.*—The tenderer shall be bound to provide additional lorries and additional drivers as may in the opinion of the Superintendent of Excise, Kandy, be necessary from time to time provided at least 12 hours notice is given to the tenderer.

12. *No guarantee for daily work.*—Neither the State nor the Excise Commissioner undertakes that order for transport will be given daily or at all. The tender does not grant the tenderer an exclusive privilege for all transport for the Department.

13. (a) Excise Officer and/or Porter to be carried free,

(b) Prohibition against Passengers other than cleaner :

(a) The tenderer shall be bound to reserve a seat for and convey free of charge in such lorries an officer of the Excise Department travelling on public duty immediately connected with the transport and conveyance of goods to and from warehouses/distilleries at outstations and Railway goods-sheds under this contract. The tenderer shall further be bound to convey free of charge in such lorries such number of other employees of the Department as the Warehouse Officer may consider to be required for the purpose of loading and unloading the goods transported.

Provided that if the tenderer shall fail in obligation imposed on him by this clause, he shall be liable to pay as liquidated damages in respect of each failure such sum as the Excise Commissioner may fix not exceeding Ten Rupees (Rs. 10) and shall in addition pay all expenses incurred by the Department in consequence of such failure.

(b) No person other than the persons mentioned in paragraph (a) of this clause and the cleaner shall be carried in any lorry used for the purpose of this service.

14. *Tenderer to pay Taxes, Duties and Assessments.*—The tenderer shall bear and pay all manner of taxes, duties and assessments which shall or may become due or payable for or in respect of lorries employed by him in connection with this service.

15. *Employment of Labour.*—This successful tenderer should agree to and shall employ as labourers only male citizens, of Sri Lanka both skilled and unskilled in carrying out the work under this tender and such labourers shall be recruited as far as possible from the area in which the work is carried out. Such male labourers shall not be—

(i) under 18 years of age, and

(ii) suffering from an infectious or contagious disease.

Provided, however, that in exceptional circumstances, the Excise Commissioner may permit the employment as labourers of non-citizens of Sri Lanka specifically approved by him in writing with the concurrence of the Secretary of the Ministry of Finance. The employment as Labourers of non-citizens of Sri Lanka without such approval in writing is forbidden.

16. *Persons who may not be employed.*—The Excise Commissioner shall be entitled for reasons which appear to him to be sufficient to give notice in writing of his objection to the employment by the successful tenderer of any person specified in such notice. On receipt of such notice, the successful tenderer shall forthwith terminate the engagement of that person. Failure to carry out this requirement shall be deemed to be a breach of these conditions.

17. *Wages to be paid to Employees.*—The tenderer shall agree that he shall pay a fair wage to every section of workers employed by him in respect of this tender and in terms of all regulations now in force or which may hereafter come into force relating to the payment of wages to workers.

The tenderer shall be bound to allow any officer of the Excise Department duly authorised to do so by the Excise Commissioner, to have access to and to inspect his books, checkrolls, muster rolls and other documents relating to labour employed by him in connection with the said services.

18. *Workmen's Compensation Insurance.*—The successful tenderer will at all times during the pendency of the contract indemnify and keep indemnified the Republic of Sri Lanka from and against all actions, claims, demands, costs, losses, damages and expenses which may be brought against or made upon the Government of Sri Lanka under the "Workmen's Compensation Ordinance (Cap. 139) and the Motor Traffic Act" or otherwise or which the Government of Sri Lanka may

pay, incur, sustain or to be put to by reason of any loss of life or injury or damage to any person employed by the successful tenderer in carrying out the service and on account of third party risks.

19. *Schedule of Distances.*—Copies of distance tables between the Excise warehouse and the goods-sheds in Kandy and between outstation warehouses/distilleries and Kandy can be had from the Excise Commissioner free of charge.

20. *Power to Inspect Lorries.*—The tenderer shall accord every facility to the Commissioner or officers duly authorised by him to inspect the lorries used by him for the conveyance of goods and the equipment in such lorries.

21. *Delay in providing lorries ; insufficiency of lorries and drivers ; loss or damage to property.*—Without prejudice to the Excise Commissioner's rights the tenderer will be liable in damages—

(a) in a sum not exceeding Rs. 10 for delay of every hour or part of an hour between the time a lorry was due and the time of its arrival and no break down of any lorry or any accident to it shall exempt the tenderer from liability to pay such damages.

(b) in a sum not exceeding Rs. 50 if the delay is such that a lorry fails to deliver the goods at the specified Railway goods-shed in time for loading into the train by which the goods are to be conveyed.

(c) in a sum not exceeding Rs. 20 in respect of each lorry for every day or part of a day during which the tenderer refuses or neglects to provide or employ a number of suitable lorries or drivers and cleaners sufficient in the opinion of the Excise Commissioner for the purpose specified.

(d) in a sum not exceeding Rs. 50,000 as the estimated value of loss or damages consequent on the tenderer or his agents or employee losing or disdelivering or damaging or pilfering any goods or other property entrusted to them.

22. *Fine for insufficiency of lorries and Drivers.*—If the tenderer shall at any time refuse or neglect to provide or employ a number of suitable lorries or drivers and cleaners sufficient in the opinion of the Excise Commissioner for the purpose specified, it shall be lawful for the Excise Commissioner to provide and employ such means as he may consider necessary for the purpose aforesaid, and to charge the whole of the expenses incurred thereby to the tenderer and thereupon the tenderer shall on demand pay or cause to be paid to the Excise Commissioner the whole of the expenses incurred thereby to the tenderer and thereupon the tenderer shall on demand pay or cause to be paid to the Excise Commissioner the whole of the expenses incurred by him in consequence of any such neglect or refusal, or in reference thereto such expenses to be recoverable against the tenderer as and by way of liquidated damages and that in any such case of neglect or refusal, it shall be lawful for the Excise Commissioner to retain all or any part of such expenses so incurred as last aforesaid out of all or any sum of money which may then due or shall thereafter become due to the tenderer under this tender in discharge so far as the same will extend of such expenses.

Provided, however, that this provision shall be without prejudice to the right of the Excise Commissioner to terminate this contract under the provisions for such purpose hereinafter contained.

23. *Damages for branches not elsewhere provided.*—Where no damage is herein specially provided for or where the amount of damages is left to the discretion of the Excise Commissioner, the tenderer shall be liable to pay for each breach of any of the conditions of this contract damages in such sums as the Excise Commissioner may fix, not exceeding ten rupees (Rs.10).

24. *Fines recoverable from payments.*—When any damage has been incurred under any provision contained in these conditions it shall be lawful for the Excise Commissioner to retain the amount of such damage out of any sum or sums of money which may then be due or thereafter become due to the tenderer under this tender.

25. *Payments to be made weekly.*—The Excise Commissioner will pay to the tenderer the sums due for the service tendered for every week at the rate tendered in not less than three clear working days and not more

than ten clear working days after the day on which a correct claim is presented or received at the Excise Head Office for settlement. The tenderer shall submit his weekly bill in duplicate to the Superintendent of Excise, Kandy, on or before the 3rd working day of the following week.

**26. Contract to be entered into with the Commissioner.**—(1) Within 14 days of the intimation of the acceptance of his tender, the successful tenderer shall enter into a contract with the Excise Commissioner, acting for and on behalf of Government of Sri Lanka, and the designation Excise Commissioner shall mean and include the officer for the time being holding such office and his successor in office for the time being under the Government of Sri Lanka. The successful tenderer shall simultaneously comply with the requirements of Clause 27 below.

(2) The successful tenderer shall also supply the necessary stamps to be affixed to the contract and security bond in terms of the Stamps Ordinance.

**27. Security deposit.**—(a) Before entering into the contract in terms of Clause 27 the successful tenderer shall deposit with the Excise Commissioner a sum of Rupees Five Thousand (Rs. 5,000) in cash and produce the receipt thereof. When entering into the contract such tenderer shall also sign a bond binding himself to observe the terms of the contract and hypothecating the said security deposit to the State for the performance of the contract.

(b) The security required from the successful tenderer can be furnished in the form of Promisory Notes of any of the Republic of Sri Lanka interest bearing loans. These loans carry a higher rate of interest than fixed deposits in banks, and the interest is paid half-yearly by Republic of Sri Lanka to the holder. When the contract period is over and the security can be released, the notes can be tendered by the holder as security for subsequent contract with Government of Sri Lanka the value of the notes can be realised without loss in the open market. The banks too accept these notes as security for overdrafts.

**28. Registered Postal Address.**—The successful tenderer shall on signing the contract elect and signify under his hand a post office or postal address to which all notice and processes whatever in connection with the contract may be addressed under registered cover and all such notices or processes so addressed to such post office or to such postal address, and posted in the course, shall be deemed to have been duly served and be as effectual for all purposes, as if they had been served upon the contractor in person upon the day on which any such notice or process was so posted.

**29. Assignment or Sub-letting of Contract Power of Attorney.**—No contract may be assigned or sub-let without the authority of the Excise Commissioner. The Excise Commissioner reserves to himself the right to refuse to recognise a Power of Attorney issued by a contractor to any person authorising him to carry on the contract on the contractor's behalf.

**30. Conditions in which Contract may be Determined.**—If the Contractor were to be adjudged bankrupt or insolvent at any time, or if he shall not in the judgment of the Excise Commissioner whose decision shall

be final faithfully observe and perform the conditions of this contract the Excise Commissioner has the right to determine and put an end to the contract forthwith.

**31. Terms and Conditions.**—The terms and conditions of the contract will be on the lines of the draft which is available for inspection at the Excise Commissioner's Office, Colombo 1. Any further information can be ascertained upon application at the Excise Commissioner's Office, Colombo.

**32. Ordinance and Regulations Relating to Motor Conveyances.**—If anything herein contained shall at any time conflict with any Ordinance, by-law, regulation or rule relating to motor vehicles the failure of the tenderer to carry out his obligations under this tender so far as they are rendered impossible by such law shall not be regarded as a breach of this tender conditions.

**33. Compliance with tender conditions.**—No tender will be considered unless in respect of it all the conditions above laid down have been strictly fulfilled.

**34. Period of Validity of Tenders.**—All tenders should firm and should hold good for thirty (30) days from the date of closing of tenders.

**35. Power of acceptance or Rejecting of Tender.**—The Tender Board, Excise Department, reserves to itself the right without question of rejecting any or all tenders and the right of accepting any tender.

**36. Definition of Terms.**—(1) *Excise Commissioner* shall mean and include the officer for the time being holding the Office of the Excise Commissioner or his successor for the time being in the said office.

(2) *Superintendent of Excise* shall mean and include the officer for the time being holding the Office of the Superintendent of Excise or any officer acting in his behalf.

(3) *Warehouse officer* shall mean and include the officer appointed by the Excise Commissioner to the charge of an Excise Warehouse or any officer acting in his behalf.

(4) *Distillery Officer* means the officer appointed by the Excise Commissioner to the charge of Distillery.

(5) *Citizen of Sri Lanka*—The term citizen of Sri Lanka shall mean and include a citizen of Sri Lanka by descent or registration.

H. B. WIJEKOON,  
Excise Commissioner.

Excise Commissioner's Office,  
Colombo.

Signature and Designation of  
Issuing Officer.

Date : ....., 1972.

Signature of Person Quoting.

Date : ....., 1972.

1-859—Gazette No. 44 of 73.01.26

**CONDITIONS OF TENDER FOR THE SUPPLY OF TODDY TO GOVERNMENT ARRACK DISTILLERY, BANDARAWATTE, SEEDUWA FOR THE PERIOD 1973.03.01 TO 1973.11.30**

TENDERS are invited by the Chairman, Tender Board, Ministry of Finance, P. O. Box 500, Colombo, for the supply to the Government Arrack Distillery at Bandarawatte, Seeduwa of fresh unadulterated and undiluted fermented coconut toddy.

No tender will be considered nor a contract entered into with any person—

- (a) who is not a Citizen of Sri Lanka ; or
- (b) whose name is on the list of persons debarred from holding excise licences, or whose name is on the list of State or Excise defaulting contractors either individually or jointly with any other person ; or
- (c) who is a—
  - (i) renter of a toddy tavern within the distillery tapping area ; or

(ii) contractor supplying toddy to toddy taverns ; or

(iii) sweet toddy licensee within the distillery tapping area who does not surrender his licence ; or

(iv) licensed manufacturer of bottled toddy within the distillery tapping area.

2. The supply is subject to Excise Notifications 288, 289, 290, 291 published in the Ceylon Government Gazette No. 8,232 of 3rd July 1936, Nos. 347 & 348 published in Gazette No. 8,474 of 18th August 1939. No. 375 published in Gazette No. 9090 of 26th February, 1943 and such other rules from time to time in force relating to the drawing and transport of toddy.

3. Gallon means an imperial gallon of fresh, unadulterated and fermented toddy of an alcoholic strength of 7.5 per cent of alcohol by volume.

4. Every tenderer shall quote clearly in words and in figures the number of trees he shall contract and the rates in rupees and cents for each gallon of toddy

supplied. The rate shall include the cost of transport to an existing approved toddy collecting station or such other collecting stations as may be approved by the Excise Commissioner from time to time during the stated period of supply.

5. (a) A deposit of Rs. 100 shall be made either at the Excise Head Office, Hemas Building, Colombo 1 or at a Kachcheri outside the Colombo District. Deposits of tenderers whose tenders have not been accepted will be returned to them on signing a contract with the tenderer whose tender has been accepted. Notice of acceptance of tender will be sent to the accepted tenderer at the address indicated therefor by the tenderer on his tender.

(b) The following are, however, exempted from the payment of such deposits—

- (i) Rural Development Societies approved by the Director of Rural Development;
- (ii) Co-operative Societies registered by the Registrar of Co-operative Societies.

6. Tenders shall be made on forms supplied by the Excise Commissioner and tenders made on any other forms will not be considered. Tender forms are obtainable from the Office of the Excise Commissioner upto 12 noon on 14th February, 1973.

7. An applicant for tender forms should furnish the officer issuing the same with—

- (a) a deposit receipt for Rs. 100 except those exempted under clause (5) (b);
- (b) a written statement giving his full name and permanent address stating the district in which he owns immovable property or Other interests and particulars thereof;
- (c) a statement as to any contract he has previously held with Government and the District or Districts affected thereby and the Department or Departments concerned.

8. All tenders should be in duplicate and should be forwarded with a signed copy of these conditions sealed under one cover and addressed to the Chairman, Tender Board, Ministry of Finance, P. O. Box 500, Colombo 1. All alterations and erasures in tenders must be initialled by the tenderers.

9. Tenders should be marked "TENDER FOR THE SUPPLY OF TODDY TO THE STATE DISTILLERY, SEEDUWA" on the left-hand top corner of the envelope and should reach the Chairman of the Tender Board not later than 10 a.m. on 15th February 1973.

Tenders should either be sent by post under registered cover addressed to the Chairman of the Tender Board or be handed over personally by the tenderer or by his agent to the Deputy Director of Finance (CTS), Room No. 263, 2nd Floor, General Treasury, Colombo and acknowledgment obtained.

Tenders will be opened at 10 a.m. on 15th February, 1973 at the Ministry of Finance, P. O. Box 500, General Treasury, Colombo and the names of the tenderers

and the rates quoted will be read out! Tenderers will be allowed to be present at the opening of tenders.

Any tenderer who desires to have any tender scrutinized will be permitted to do so only in regard to amount by arrangement with the Chairman, Tender Board, before the tenders are finalised by the Tender Board, Ministry of Finance.

10. No tender will be considered unless in respect of it all the conditions herein laid down have been strictly fulfilled.

11. All tenders should hold good for acceptance for a period of 30 days from the date of closure of tenders. Government reserves the right of rejecting all or any tender.

12. Within 14 days of the intimation to him of the acceptance of his tender the successful tenderer shall—

- (a) deposit with the Excise Commissioner as Security Deposit the sum payable for the number of trees contracted for, on the scale of security deposits payable as follows:—

| No of trees contracted for | Security deposit payable |
|----------------------------|--------------------------|
| 1 to 5,000                 | Rs. 1,000 (minimum)      |
| 5,001 to 10,000            | Rs. 2,000                |
| 10,001 to 15,000           | Rs. 3,000                |
| 15,001 to 20,000           | Rs. 4,000                |
| 20,001 to 25,000           | Rs. 5,000 (maximum)      |

(b) enter into a contract embodying these and the usual conditions.

If the successful tenderer fails or declines to make the said security deposit or to enter into formal contract the tender deposit made by him will be forfeited and his name will be placed on the list of defaulting contractors precluded from participating in Government contracts.

13. The contract when entered into should not be assigned or sub-let without the consent in writing first hand and obtained of the Chairman, Tender Board and in any event the contract should not be assigned or sub-let to a person whose name is included in the list of state defaulting contractors nor should a Power of Attorney be issued to such a person.

14. Tenderers should state in their tenders the number of trees which are available for tapping of fermented toddy.

15. Any other information required by intending tenderers may be obtained at the Excise Head Office, Hemas Building, Colombo 1.

H. B. WIJEKOON,  
 Excise Commissioner.

Excise Head Office,  
 Hemas Building,  
 Colombo 1. 1973.01.13.

1-871—Gazette No. 44 of 73.01.26

**CENSUS AND STATISTICS DEPARTMENT**

Tenders for purchase of used office equipment

TENDERS will be received up to 2 p.m. on 28th February 1973 for the purchase and removal of the following office equipment from the premises of the Department of Census and Statistics Branch Office at No. 16/7 Albert Crescent, Colombo 7.

**DESCRIPTION**

1. Odner Hand operated calculating machines No. 107-602069
2. Monroe Adding machine No. 364499
3. Underwood Standard Calculating machine No. 482431
4. Underwood Standard Calculating machine No. 482432
5. Underwood Standard Calculating machine No. 482437
6. Underwood Standard Calculating machine No. 482426
7. Underwood Standard Calculating machine No. 550580
8. Addo X Adding machine hand No. 87900
9. Addo X Adding machine Electric No. 88988
10. Olivetti Devisuma Calculating Machine No. 841228
11. Olivetti Devisuma Calculating Machine No. 841227
12. Remington Rand Printing Calculating Machine No. 96-683704

13. Remington Rand Printing Calculating Machine

No. 93- N 1304088

14. Typewriter English Imperial No. 347908
15. Typewriter English Imperial No. 117610-(F2120)
16. Electric Motors (Horse power-0.25) 18
17. Old newspapers 3 cwts.

These can be inspected at the Branch Office of the Department of Census and Statistics at No. 16/7 Albert Crescent, Colombo 7 during normal working hours.

Tender forms will be issued by the accountant of the Department of Census and Statistics, Colombo up to 10 a.m. on 27th February, 1973 to those who make a refundable deposit of Rs. 5.

All further particulars regarding this tender can be obtained from the Branch Office of the Department of Census and Statistics No. 16/7 Albert Crescent, Colombo 7.

L. B. RAJAKARUNA,  
 Director of Census & Statistics.

Department of Census & Statistics,  
 P. O. Box 868, Colombo 7,  
 December 30, 1972.

1-852.—Gazette No. 44 of 73.01.26

**FOOD DEPARTMENT**

Tenders for the purchase of unserviceable Gunny Bags and Cloth Bags

of particulars regarding this tender can be obtained on application to this office.

THE Chairman, Tender Board, Food Department, 330, Union Place, Colombo-2 will receive tenders upto 2 p.m. on Tuesday, 13th February 1973, for the purchase of approximately 100,158 unserviceable gunnies and cloth bags lying at Chalmers Granaries, Colombo 1.

R. KATHANMUTHU,  
for Food Commissioner.

330, Union Place,  
Colombo-2,  
15th January 1973.

1-948—Gazette No. 44 of 73.01.26

Tenders should be made on forms obtainable at this office on payment of a deposit of Rs. 500. A statement

**LAND DEVELOPMENT DEPARTMENT**

Tender for the supply of Enamel Paint

address the tenderer should be given in the left-hand bottom corner of the envelope. Tenders should be sent through the post under registered cover or deposited in the tender box of the Department or handed over by the tenderer or his agent personally to the Chief Accountant, Land Development Department.

THE Director of Land Development will receive tenders up to 11 a.m. on 15.2.73, for the supply of the following Paints :—

6. Tenders should be firm and subject to no variations. To enable the tenders to be considered they should not be withdrawn within 60 days of the date of closing tender.

7. Tenderers must apply in their tenders a full specification sheet and any deviation from the standard specification must be clearly indicated.

8. Should the successful tenderer default in the supply, his tender deposit will be forfeited and he will render himself liable to be included in the list of defaulting contractors precluded from having any concern in State contracts.

9. Tenders will be opened at 11 a.m. on 15.2.1973, at the Land Development Department, Echelon Square, Colombo 1. Tenderers can be present at the time of opening of tenders.

10. The State reserves to itself the right without question of rejecting any or all tenders and the right of accepting any portion of a tender.

11. Any further information can be obtained from the Superintending Engineer, Land Development Department, Colombo.

P. RATNASINGHAM,  
for Director of Land Development.

Land Development Department,  
Echelon Square,  
Colombo, 13.1.1973.  
CT/2/449

1-925—Gazette No. 44 of 73.01.26

**Specification :**

Hard gloss rapid drying enamel paint suitable for exterior and interior use for painting wooden structures such as doors, windows, valance boards etc.

Flake Gray to British Standard 9-094.

Ash Gray to British Standard 9-096.

**Quantities :**

|            |              |
|------------|--------------|
| Flack Gray | 125 gallons. |
| Ash Gray   | 100 gallons. |
| White      | 10 gallons.  |

2. Tenders may quote for supply ex. stock and delivered at C.W.E., Kirillapone. Tenders may quote earliest delivery period.

3. Tenders should be made in duplicate on forms obtainable from the Director of Land Development Colombo 1, up to 12 noon on 14. 2. 73, on production of a receipt for a tender deposit of Rs. 50 which should be made at this office or Bank of Ceylon (York Street Office) to be placed to the credit of the Director of Land Development No. 1 Account or at any Kachcheri outside Colombo.

4. Tender deposits of those who fail to tender after obtaining tender forms etc., will be refunded only if they return the forms before the date and time fixed for closing of tenders.

5. All tenders should be marked "Tender for the Supply of Paint" on the left-hand top corner of the envelope and addressed to the Director of Land Development, Echelon Square, Colombo 1. The name and

**LAND DEVELOPMENT DEPARTMENT—GALLE**

Tenders for the supply of Building Materials for the first half of the Financial Year 1973

TENDERS will be received by me for the supply of building materials for the following Schemes :—

Matara District :—Rotumba.

Ratnapura District :—Aeyagama and Imbulpe.

Monaragala District :—Handapangala.

Hambantota District :—Muruthewela Unit 2 Muruthewela Unit 3 and Weeraketiya.

2. The Land Development Officer, Galle, will receive tenders up to 2 p.m. on 20th February, 1973, for the supply of under-mentioned building materials for the first half (73.01.01, to 73.06.30.) of the Financial Year 1973.

- (1) Double cadjans (not less than 7 ft. in length and 14" in width).
- (2) Slaked lime per bushels (weight not less than 44 lbs.)
- (3) Boiled lime per bushel.
- (4) Rubble 6" x 9" per cube.
- (5) Metal 2" per cube.
- (6) Metal 1½" per cube.
- (7) Metal 1" per cube.
- (8) Metal ¾" per cube.
- (9) Metal ½" per cube.

(10) Burnt Bricks per 1000 (Standard size 4½" x 2½" x 8½").

(11) River sand in cubes.

3. Rates should be quoted under the following conditions.

- (1) Materials delivered at Kiln/Quarry should be approachable—by Departmental lorries or tractors.
- (2) Blasting Materials will not be supplied by this Department.
- (3) Materials should be supplied as close to the work-site as possible. Distance from the kiln or quarry to the worksite should be quoted.

4. A deposit of Rs. 50 will have to be made in respect of each district and receipts submitted to me before approval tender forms are issued. Tender deposits should be made at this office or any Kachcheri. Tender forms will be issued up to 11.30 a.m. on 15th February, 1973.

5. All tenderers should have their names and the addresses written clearly. Separate tenders in duplicate should be sent in respect of each district. Tenders should be marked "Tenders for the supply of building materials to the Land Development Officer, Galle", and sent under registered cover to the Land Development Officer, Land Development Office, Galle, or deposited in the tender box provided in the Land Development Office, Galle. All tenders should be sealed.

6. Tenders will be opened by the Land Development Officer, Galle, at the Land Development Office, Galle, at 2.30 p.m. on 20th February, 1973. Tenders received after 2 p.m. on 20th February, 1973, will not be entertained. Tenderers may be present at the opening of the tenders if they so desire.

7. The successful tenderer should be able to deliver the materials on orders placed by me within two weeks of notification. Any persons declines or fails to supply

accordingly will render himself liable to be included in the list of defaulting contractors.

8. The Land Development Officer, Galle, reserves to himself the right to reject any or all the tenders and the right of accepting any portion of the tender and the right to reject any supply not up to specification.

K. ARUNASIRI,  
Land Development Officer,  
Galle.

1-959—Gazette No. 44 of 73.01.26

#### STATE TIMBER CORPORATION

Tender for the Supply of 200,000 Gallons Creosote  
(WOOD PRESERVATIVE)

TENDERS are hereby invited by the Chief Accountant up to 10 a.m. on 1973.03.28 for the supply of 200,000 gallons Creosote (wood preservative). Tenders should be made on forms obtainable from the Supplies Officer

on payment of a refundable Tender Deposit of Rs. 100 and a non-refundable Tender fee of Rs. 10. No Tender Forms will be issued after 12 noon on 1973.03.27. Tender Forms are available for reference at this office.

SUPPLIES OFFICER.

7, Vajira Lane,  
Colombo 5.

1-991/1—Gazette No. 44 of 73.01.26

#### STATE TIMBER CORPORATION

Tender for the Disposal of 2 Nos. Dorman Diesel  
Engines

TENDERS are hereby invited by the Chief Accountant, up to 10 a.m. on 1973.02.21 for the Disposal of 2 Nos. Dorman Diesel Engines. Tenders should be made on forms obtainable from the Supplies Officer on payment

of a refundable Tender Deposit of Rs. 100 and a non-refundable Tender fee of Rs. 10. No Tender forms will be issued after 12 noon on 1973.02.20. Tender forms are available for reference at this office.

SUPPLIES OFFICER.

7, Vajira Lane,  
Colombo 5.

1-991/2—Gazette No. 44 of 73.01.26

#### CEYLON PETROLEUM CORPORATION

Tender for the Supply of White Cotton Waste and  
Banian Waste

SEALED Tenders will be accepted by the Chairman, Tender Board, Ceylon Petroleum Corporation for the supply of the above.

Conditions of Tender could be obtained from the

Office of the Manager, Stores & Supplies on payment of a refundable cash deposit of Rs. 50.

Tenders close on 6th February, 1973, at 10 a.m.

MANAGER,  
Stores & Supplies.

113, Galle Road,  
Colombo 3.

1-993—Gazette No. 44 of 73.01.26

#### TENDER FOR TRANSPORT SERVICES

TENDERS will be accepted upto 10 a.m. on 9th February, 1973, for transport services. Tenders should be on forms obtainable from this office on payment of a Refundable Tender Deposit of Rs. 100. Cancelled Tender Forms could be obtained on payment of Rs. 10.

Tender Deposits will not be accepted after 12 noon on the day prior to the closing date of Tender.

PURCHASING MANAGER.

Ceylon State Hardware Corporation,  
P. O. Box. 670,  
242, Havelock Road,  
Colombo 5.

1-984—Gazette No. 44 of 73.01.26

#### IRRIGATION DEPARTMENT

TENDERS will be received by the Chairman, Divisional Tender Board, Office of the Construction Engineer, Galle, Construction Division, No. 545, Colombo Road, Gintota, from Contractors registered in the Irrigation Department for amounts mentioned against the respective items, Co-operative Societies, Labour Societies, Rural Development Societies and Cultivation Committees of the Areas for the following works in Madampe, Hikkaduwa and Kiralakele Drainage Schemes.

2. Tenders are to be made in duplicate on forms which can be obtained from the Office of the Construction Engineer, Galle Construction Division, No. 545, Colombo Road, Gintota, during office hours from 27.1.73 to 15.2.73 (both days inclusive). In applying for tender forms intending tenderers must produce their registration books or satisfactory proof of such registration and furnish a declaration of the works they hold at present in the Department and their values for the Construction Engineer, to ascertain whether they should be allowed to tender. Before tender forms can be issued a tender deposit for the amount stated against the items should be made at the office of the Construction Engineer, Galle Construction Division, No. 545, Colombo Road, Gintota, and receipts produced during office hours on or before 15th February, 1973.

3. Tenders should be sent under registered cover or deposited in the tender box in the Office of the Construction Engineer, Galle Construction Division, No. 545, Colombo Road, Gintota. Tenders should be forwarded in sealed envelopes and marked the subjects of respective works on top left-hand corner of the envelope.

4. Tenders will be opened at 12 noon on 16th February, 1973, and tenderer or his representative may be present at the time of opening of tenders. Successful Tenderer should be able to commence work within one week of the receipt of the letter of acceptance. A successful tenderer who declines or fails to complete the works as ordered will render himself liable to be included in the list of Crown Defaulting Contractors.

| No.   | Name of Work   | Amount of Registration | Tender Deposit |
|-------|--|------------------------|----------------|
| 1 ..  | Reconditioning Nupe Ela from OM. O. Chains to OM. 18.5 Chains  | 70,000 0               | 100 0          |
| 2 ..  | Reconditioning Nupe Ela from OM. 18.5 Chains to OM. 26 Chains  | 100,000 0              | 100 0          |
| 3 ..  | Reconditioning Nupe Ela from OM. 26 Chains to OM. 32 Chains    | 100,000 0              | 100 0          |
| 4 ..  | Reconditioning Nupe Ela from OM. 32 Chains to OM. 38 Chains    | 100,000 0              | 100 0          |
| 5 ..  | Reconditioning Nupe Ela from OM. 38 Chains to OM. 47 Chains    | 100,000 0              | 100 0          |
| 6 ..  | Reconditioning Nupe Ela from OM. 47 Chains 1 M. 2 Chains ..    | 100,000 0              | 100 0          |
| 7 ..  | Reconditioning Nupe Ela from 1M. 2 Chains to 1 M. 7.5 Chains   | 85,000 0               | 100 0          |
| 8 ..  | Reconditioning Nupe Ela from 1 M. 7.5 Chains to 1 M. 28 Chains | 60,000 0               | 100 0          |
| 9 ..  | Pre stressed concrete Bridge across Nupe Ela at Kalidasa Road  | 20,000 0               | 25 0           |
| 10 .. | 1 Bay Regulator on Rangalu Ela at 35.6 Chains on L.B.          | 20,000 0               | 25 0           |
| 11 .. | 1 Bay Regulator on Rangalu Ela at 9.5 Chains on R.B.           | 20,000 0               | 25 0           |
| 12 .. | 1 Bay Regulator on Rangalu Ela at 46.6 Chains on R.B.          | 20,000 0               | 25 0           |
| 13 .. | 7 Bay Regulator on Kulee Mada Ela at 1 M. 13.9 Chains          | 70,000 0               | 100 0          |
| 14 .. | 4 Bay Regulator on Lanka Ela at OM. 2 Chains                   | 25,000 0               | 25 0           |
| 15 .. | 6 Bay Regulator on Lanka Ela at 1 M. 38.5 Chains               | 30,000 0               | 50 0           |

Irrigation Department,  
Galle Construction Division,  
545, Colombo Road, Gintota.

K. D. A. H. NANAYAKKARA,  
Construction Engineer,  
Galle.

1-956—Gazette No. 44 of 73.01.26

### Notices re Decisions on Tenders

#### CEYLON GOVERNMENT RAILWAY

##### Final Decision

| Nature of supply                                       | Closing date | No. of Tenderers | Rate Accepted                                     | Accepted tenderer  |
|--|--------------|------------------|---|--|
| 10 Nos. Diesel Hydraulic Four Coach Diesel Train Units | 29.4.1972    | 8                | Total C & F Colombo cost of Cey. Rs. 27,200,900/— | M/S. C. Itoh & Co. Ltd., 4, 2-chome, Hon-cho, Nihonbashi, Chuo-ku, Tokyo, Japan. |

1-949—Gazette No. 44 of 73.01.26

### Sale of Articles, &c.

#### AUCTION SALE—CHIEF MAGISTRATE'S COURT, COLOMBO

##### Case Number

##### Description of articles to be sold Bicycles and Bicycle-Frames

THE following articles will be sold by Public Auction at 12.30 p.m. on 10th February, 1973.

|         |    |                       |
|---------|----|-----------------------|
| P 772   | .. | XU 943                |
| P 772   | .. | 8607                  |
| 46231/C | .. | DW 62 BSA (DW 62 BSA) |

The articles to be sold could be inspected by the public after 12 noon on the same day. The successful bidders should pay for by cash and remove the articles on the same day.

##### Other Articles :

##### Case Number Description of articles to be sold Bicycles and Bicycle-frames

|         |    |                                |
|---------|----|--------------------------------|
| 24154/A | .. | One suit-case                  |
| —       | .. | 12 plates                      |
| 48285/A | .. | A box of brass nails           |
| 12345/B | .. | A radio set (Telefunken)       |
| 50321/A | .. | A wrist-watch                  |
| 53173/B | .. | A wrist-watch                  |
| P 747   | .. | A radio set (Transistor R 804) |
| P 748   | .. | A car tyre with rim            |
| P 755   | .. | A welding barrel               |
| P 756   | .. | A lorry tyre with rim          |
| P 764   | .. | A box of bicycle tools         |
| P 770   | .. | 4 rubber soles used for shoes  |
| P 771   | .. | A car Jak                      |
| P       | .. | A hub-cap                      |
|         | .. | 3 petrol caps                  |
| 45510/C | .. | Cycle parts                    |
| 51374/C | .. | An umbrella                    |
| 29779   | .. | Pipes 13 pieces                |

|       |    |            |
|-------|----|------------|
| P 749 | .. | B 23 B     |
| P 781 | .. | E 55083    |
| P 752 | .. | 71 J 714   |
| P 758 | .. | Sri J 1444 |
| P 759 | .. | DL 42815   |
| P 761 | .. | FS 9750    |
| P 762 | .. | AR 94186   |
| P 765 | .. | DC 83772   |
| P 772 | .. | AN 43061   |
| P 772 | .. | DV 89372   |
| P 772 | .. | BA 99102   |
| P 772 | .. | 69 L 87    |
| P 772 | .. | AD 4692    |
| P 772 | .. | AV 35511   |
| P 772 | .. | GW 808     |
| P 772 | .. | CD 2014    |
| P 772 | .. | CV 414     |
| P 772 | .. | 68 J 1436  |
| P 772 | .. | FF 1129    |
| P 772 | .. | CV 10264   |
| P 772 | .. | DN 77443   |
| P 772 | .. | AF 74923   |
| P 772 | .. | VV 668     |

Should there be any other articles extra to those mentioned above for sale, a list of same could be inspected at this office on the previous day to the sale.

D. E. DHARMASEKERA,  
Chief Magistrate.

Chief Magistrate's Court,  
Colombo, January 11, 1973.

1-854—Gazette No. 44 of 73.01.26

## DEPARTMENT OF FISHERIES

## Auction Sale of used Mechanized Boats, Marine Diesel Engines and Outboard Motors and Fishing Gear.

A sale by auction of used Mechanized Boats, Marine Diesel Engines and Outboard Motors and Fishing Gear will be held on the dates and at the places mentioned in Schedule given below :—

2. The boats and engines and Fishing Gear can be inspected at the location mentioned in the Schedule.

3. Payment should be made in cash as follows :—

(a)  $\frac{1}{4}$ th of the sale price of the boat/engine/fishing gear immediately after the sale

(b) the balance  $\frac{3}{4}$  of the sale price within three days ;

(c) provided, however, that in respect of any boat/engine/fishing gear a bid may be provisionally accepted and the right of final acceptance or rejection reserved for a period of 14 days from the date of the sale. In such cases a deposit of  $\frac{1}{4}$  of the sale price of the boat/engine/fishing gear should be made in cash immediately after the sale. If the bid is accepted the balance  $\frac{3}{4}$  of the sale price should be paid within 3 days of the notice of final acceptance. Failure to do so will result in forfeiture of deposit. If the bid is rejected the deposit will be refunded.

4. Payments should be made in full immediately by the successful bidder in respect of Out-Board Motors and Motors removed on the same day.

5. In regard to Out-Board Motors the successful bidders will be required to pay  $\frac{1}{4}$  of the amount bid immediately and the balance before 12.00 p.m. the following day.

## SCHEDULE

## DISTRICT FISHERIES EXTENSION OFFICER'S DIVISION—JAFFNA

| Boat No.  | Make of Engine            | Location of articles to be auctioned | Date of Auction | Time         |
|-----------|---------------------------|--------------------------------------|-----------------|--------------|
| SIC—130   | Torpedo (Block only)      | Karainagar                           | 24.02.73        | 10.00 a.m.   |
| NL—51     | —                         | Power Craft Boatyard, Jaffna         | } 26.02.73      | } 10.00 a.m. |
| SIC—84    | Torpedo                   | do.                                  |                 |              |
| MC—83     | —                         | do.                                  |                 |              |
| T—136     | —                         | do.                                  |                 |              |
| S—270     | —                         | Kankesanturai beach                  |                 |              |
| NL—37     | —                         | Point Pedro                          | 22.02.73        | 2.00 p.m.    |
| TS—51     | —                         | Karakkoppu                           | 22.02.73        | 9.00 a.m.    |
| MC—30     | —                         | Velani                               | 22.02.73        | 11.00 a.m.   |
| ENGINES : |                           |                                      | 23.02.73        | 10.00 a.m.   |
| TS—61     | Perkins (Parts of engine) | Fisheries Office, Point Pedro        | 22.02.73        | 2.00 p.m.    |

## OUTBOARD MOTORS :

| No. and Make of Outboard Motor | Location of articles to be auctioned | Date of Auction | Time       |
|--------------------------------|--------------------------------------|-----------------|------------|
| 2333 MacIod Scot               | Fisheries Office, Thalayady          | 19.02.73        | 10.30 a.m. |
| 1634194 Mercury                | Fisheries Office, Kankesanturai      | 20.02.73        | 10.30 a.m. |

## DISTRICT FISHERIES EXTENSION OFFICER'S DIVISION—MANNAR

|         |               |          |            |
|---------|---------------|----------|------------|
| HULLS : |               |          |            |
| F—23    | Erukulampiddy | 26.02.73 | 10.00 a.m. |

## ENGINE :

|                 |                                       |          |            |
|-----------------|---------------------------------------|----------|------------|
| SIC—102 Torpedo | District Fisheries Office, Mullathivu | 01.03.73 | 10.00 a.m. |
|-----------------|---------------------------------------|----------|------------|

## DISTRICT FISHERIES EXTENSION OFFICER'S DIVISION—BATTICALOA

|         |             |          |            |
|---------|-------------|----------|------------|
| HULLS : |             |          |            |
| T—322   | Punnaikudah | 20.02.73 | 10.30 a.m. |

## ENGINES :

|                 |                                |          |            |
|-----------------|--------------------------------|----------|------------|
| SIC—101 Torpedo | Fisheries Office, Valachchenai | 21.02.73 | 10.00 a.m. |
|-----------------|--------------------------------|----------|------------|

## FISHING GEAR :

| Description of Gear                  | Location of articles to be auctioned    | Date of Auction | Time         |
|--------------------------------------|---|-----------------|--------------|
| GODB—6 41/2" Nylon Nets 372 x 9 yds. | } District Fisheries Office, Batticaloa | } 22.02.73      | } 11.30 a.m. |
| 5" Nylon Nets 45 x 9 yds.            |   |                 |              |
| 4" Nylon Nets 63 x 9 yds.            |   |                 |              |
| 3 1/2" Nylon Nets 87 x 9 yds.        |   |                 |              |
| Wooden floats—20                     |   |                 |              |
| Unserviceable torn pieces of nets    |   |                 |              |

## OUTBOARD MOTORS :

| No. and Make of O.B. Motors | Location of articles to be auctioned  | Date of Auction | Time         |
|-----------------------------|---------------------------------------|-----------------|--------------|
| 2502530 Penta               | District Fisheries Office, Batticaloa | } 19.02.73      | } 10.00 a.m. |
| 2502547 Penta               | do.                                   |                 |              |
| 1602448 Penta               | do.                                   |                 |              |
| THC 80222L Sea-Gull         | do.                                   |                 |              |

## DISTRICT FISHERIES EXTENSION OFFICER'S DIVISION—TRINCOMALEE

|                 |   |            |             |
|-----------------|---|------------|-------------|
| HULLS :         |   |            |             |
| L—19            | Inner Harbour, Near District Fisheries Office Trincomalee | 17.02.73   | 10.00 a.m.  |
| SIC—139 Torpedo | Ganga   | 19.02.73   | 10.00 a.m.  |
| MJD—30          | Kullavadi   | 20.02.73   | 10.00 a.m.  |
| ENGINES :       |   |            |             |
| S—8 Bukh        | District Fisheries Office, Trincomalee                    | } 17.02.73 | } 2.00 p.m. |
| L—19 Bukh       | do.   |            |             |

## DISTRICT FISHERIES EXTENSION OFFICER'S DIVISION—KALMUNAI

|             |   |          |            |
|-------------|---|----------|------------|
| HULLS :     |   |          |            |
| S—92 Yanmar | River Vallies Development Board Amparai | 19.02.73 | 11.00 a.m. |

## DISTRICT FISHERIES EXTENSION OFFICER'S DIVISION—PUTTALAM

|                            |                        |            |              |
|----------------------------|------------------------|------------|--------------|
| HULLS :                    |                        |            |              |
| T—152                      | Jetty Street, Chilaw   | } 14.02.73 | } 10.00 a.m. |
| T—488 Perkins (Parts only) | do.                    |            |              |
| SIC—108                    | Nadupadu Beach, Chilaw |            |              |
| WS—50                      | Iranawila River Mouth  | 15.02.73   | 10.00 a.m.   |
|                            |                        | 17.02.73   | 10.00 a.m.   |



| Boat No.                               | Make of Engine | Location of Articles to be Auctioned | Date of Auction | Time          |
|--|----------------|--------------------------------------|-----------------|---------------|
| <b>ENGINES</b>                         |                |                                      |                 |               |
| T-253                                  | Parsons        | .. Fisheries Office, Chilaw          | 14.02.73        | .. 11.00 a.m. |
| SIC-142                                | Torpedo        | .. do.                               |                 |               |
| WS-50                                  | Perkins        | .. Nita Stores, Thoduwawa            | 14.02.73        | .. 2.00 p.m.  |
| <b>OUTBOARD MOTORS</b>                 |                |                                      |                 |               |
| <i>No. and Make of Outboard Motors</i> |                |                                      |                 |               |
| 2080211                                | Mercury        | .. Fisheries Office, Katuneriya      | 28.02.73        | .. 10.30 a.m. |
| 2080280                                | Mercury        | .. Fisheries Office, Chilaw          | 23.02.73        | .. 10.30 a.m. |
| 1698055                                | Mercury        | .. Fisheries Office, Kalpitiya       | 27.02.73        | .. 10.30 a.m. |

A. I. MOHIDEEN,  
 Director of Fisheries.

Department of Fisheries,  
 Colombo 3, January 12, 1973.

1-872—Gazette No. 44 of 73.01.26

### Auction Sales

#### AUCTION SALE

At Modera Street, Modera, Colombo 15, 1 Building Block, Extent 10.47P, behind No. 189 Modera Street; 1 House, Asst. No. 187, Extent 4.14 P, bordering Modera Street, 2 Small Dwelling Houses, Asst. Nos. 187 (1 & 2) behind No. 187 Modera Street; 1 House and 2 Small Dwelling Houses, Asst. No. 189, Extent 29.65 P. The House borders Modera Street, the Small Dwelling Houses are behind.

In D.C. Colombo Case No. 11028/MB.

BY virtue of the Commission issued to me in the above Case for the recovery of a sum of Rs. 3600 together with interest on Rs. 2,000 at 20 per cent per annum, from 21st November 1967 till 19th September 1969, and thereafter on the aggregate amount of the Decree at the legal rate of 5 per cent per annum till payment in full and costs of suit less Rs. 4000 paid. I SHALL SELL BY PUBLIC AUCTION the properties described in the Schedules, on WEDNESDAY, 21st FEBRUARY, 1973 at 4.30 p.m. at the respective SPORTS, the following properties to wit:—

In the following order:—

1st. (1a) All that allotment of land called Kettangahawatta with the plantations thereon at Modera Street, within the Municipality and District of Colombo Western Province, bounded on the North by a portion of this land (Kettangahawatta) belonging to Senapathige Bastian Rodrigo, now of Philip Rodrigo, on the East by a portion of this land (Kettangahawatta) belonging to Senapathige Manuel Rodrigo now of K. D. S. Wijeratne, on the South by a portion of this land belonging to Senapathige Mattalia Rodrigo, and on the West by the Kelani Ganga, containing in extent Ten and Forty Seven upon hundred square perches (0A. 0R. 10.47/100P.)

2nd. (2) All that defined portion of Kettangahawatta together with the plantation and buildings standing thereon bearing Asst. No. 71 and presently bearing Asst. No. 187, situated at Modera Street within the Municipality and District of Colombo Western Province, bounded on the North-East by the property which belongs to Peduru Fernando Mudaliyar now the property of E. D. S. Wijeratne, South-East by the Main Road leading to Colombo now known as Modera Street, on the South-West by the other part of the same land which belonged to Miguel Rodrigo now the property of E. D. S. Wijeratne and on the North-West by another portion of the same land, containing in extent Two and Eighty Three upon Hundred perches (0A. 0R. 2.33/100P.) according to Plan thereof bearing No. 1357 dated 6th September 1856 by C. C. Smith, Surveyor.

3rd. (1b) All that allotment, of land called Kettangahawatta with the plantations and buildings standing thereon formerly bearing Assessment No. 70 now 187 situated at Modera Street, within the Municipality and District of Colombo, Western Province, bounded on the North-East by part of the same land belonging to Ranmutugalage Andris Fernando, on the South-East by the High Road to Vystwyke on the South-West by another part of this land belonging to patabending Nattalia Perera, and on the North-West by a part of this land belonging to Senapathige Babara Rodrigo, containing in extent Four and Fourteen upon Hundred Perches (0A. 0R. 4.14/100P.) according to the

Plan thereof bearing No. 3009 dated 9th September, 1865, made by C. C. Smith, Surveyor.

4th. (3) All that part of the Garden called Kettangahawatta together with the plantations and building thereon bearing assessment No. 72 presently No. 189 situated at Modera Street, within the Municipality and District of Colombo, Western Province, bounded on the North by the property of Balapuwaduge Philippu Mendis, on the East by the High road, on the South by the property of Ranmutugalage Andris Fernando, and on the West by the Kelani Ganga, and containing in extent Twenty Nine and Sixty five upon One Hundred Square Perches (0A. 0R. 29.65/100P.)

Deeds and Plans can be inspected at the Office of A. R. M. Kaleel Esquire, Solicitor, Proctor and Notary, 247, Hulftsdorp Street, Colombo 12.

S. R. L. PERERA,  
 Court Commissioner.

253, Hulftsdorp Street,  
 Colombo 12.

1-996/1—Gazette No. 44 of 73.01.26

#### AUCTION SALE

In the District Court of Colombo  
 Case No. 12047/M.B.

IN BAMBALAPITIYA BORDERING UPATISSA ROAD,  
 2 NEW FLATS

Assessment No. 56. Extent: 11.875P.  
 Accessible also from Kotalawala Avenue and Asoka Gardens.

Accommodation: Each flat consists of 2 large bed rooms, 2 attached bathrooms, drawing and dining rooms, kitchen, servants bath and W.C. and Garage.

WHEREAS the Defendants by a decree of this Court dated 20.10.1971, been ordered to pay the plaintiff the sum of Rs. 46,270.34, together with interest from 1.11.1969 to 20.10.1971 at the rate of 10 per cent. per annum and thereafter on the aggregate amount of the Decree at the rate of 5 per cent. per annum till payment in full and costs of suit.

BY VIRTUE OF THE COMMISSION ISSUED TO ME IN THE ABOVE CASE, I SHALL SELL BY PUBLIC AUCTION

The property described in the Schedule below on Monday the 19th February, 1973 at 5 p.m. at the Spot.

The following property to wit:—All that and those the house and premises called "HOPEWELL", bearing Assessment No. 56, Upatissa Road formerly No. 23, (comprised of Lot 2 of the land called Appuhamilagewatta), situated at Upatissa Road in Bambalapitiya within the Municipality and District of Colombo Western Province, bounded on the North by the property of Welun Rodrigo now of Suduhakuruge Cornelis Peiris, East by Lot No. 3, South by the portion marked Lot C the property of Widanelage Carlina Soysa later 12th Lane now Upatissa Road, Bambalapitiya and on the West Lot 1 and containing in extent eleven perches and nine tenths of a perch (0A. 0R. 11.9P.), which said premises according to a recent Survey Plan No. 77, dated 16th May, 1957, and made by S. Kumaraswamy, Licensed Surveyor are described as follows: An allotment of land with the buildings standing thereon (being a resurvey of Lot 2, depicted on Plan No. 335A of 19th October, 1939, made by Juan de Silva, Aponsu Gazete Cors, premises of PR RDRDR D R DR

Upatissa Road, situated at Bambalapitiya aforesaid bounded on the North by Kotalawala Avenue, East by premises bearing Assessment No. 46, Upatissa Road, South by Upatissa Road, and on the West by premises bearing Assessment No. 58, Upatissa Road and containing in extent eleven decimal eight seven five perches (0A. 0R. 11.875P.) according to the said Survey Plan No. 77.

Deeds and Plans can be inspected at the Office of Prosper St. Leonard de Costa Esquire, Proctor & Notary, 243, Hulftsdorp Street, Colombo 12. Telephone 27150.

S. R. L. Perera,  
Court Commissioner.

253, Hulftsdorp Street,  
Colombo 12.

10-996/2—Gazette No. 44 of 73.01.26

#### — AUCTION SALE —

S. S. Gunaratne of Galagama Mills Mahawela in Asgripallesiypattu of Matale—plaintiff Vs 1. N. S. Goonaratne of Mandandawela Matale 2. A. S. Goonaratne and T. D. Goonaratne both of Mahawela Matale—defendants; By virtue of the amended Commission to Sell issued to me in the District Court of Matale in case No. P.193 and in terms of Ordinance No. 10 of 1863 and in terms of the Second paragraph of the S. C. Order in the said case I shall sell by public Auction on Saturday the 24th February, 1973 at 3 p.m. at premises No. 619 Siri Medura Trincomalie Street Matale the

undermentioned properties as one unit at the appraised value if there is no bid the property will be put up for sale to the Highest bidder:—1. All that land called and known as Attikkagahamulahena appertaining to Paraikumbure in extent about half nellies kurakkan sowing situated at Dombagolle in Mandandawela in Matale Town Matale South together with the building bearing Assessment No. 619 known as "Siri Medure". 2. All that land called and known as Dombagollewatta No. 429 (Southern portion) in extent about one chundu kurakkan sowing or nine feet in breadth towards the East and ten feet in length towards the West situated at Haragama in Matale Town. 3. All that field called and known as Paraikumbure Northern portion of the Western portion in extent seven lahas paddy sowing situated at Agalawatte in Mandandawela in Matale Town aforesaid. 4. All that land called and known as Bandaragodella bearing No. 9641 in extent one acre and eighteen perches out of which half share is depicted as Lot 1 in Plan No. 1469 of 29.10.1952 situated at Haragama in Matale. The above four allotments of land are respectively depicted in Plan No. 1469 dated 29th October, 1952 field of record in the above action P. 193 D. C. Matale as lot 4 (lands 1 and 2 above); Lots 2 and 3 (land 3 above); Lot 1 (land 4 above).

J. ABDUL WAHAB,  
Auctioneer.

1-994—Gazette No. 44 of 73.01. 26

**IMPORTANT NOTICE REGARDING PUBLICATION OF GAZETTE**

THE Weekly issue of the *Gazette of the Republic of Sri Lanka (Ceylon)* is normally published on Fridays. If a Friday happens to be a Public Holiday the *Gazette* is published on the working day immediately preceding the Friday. Thus the last date specified for the receipt of notices for publication in the *Gazette* also varies depending on the incidence of public holidays in the week concerned.

The Schedule below shows the dates of publication and the latest time by which notices should be received for publication in the respective weekly *Gazette*. All notices received out of times specified below will not be published. Such notices will be returned to the sender by post for necessary amendment and return if publication is desired in a subsequent issue of the *Gazette*. It will be in the interest of all concerned if those desirous of ensuring the timely publication of notices in the *Gazette* make it a point to see that sufficient time is allowed for postal transmission of notices to the Government Press.

The Government Printer does not accept payments of subscriptions for the Government Gazette. Payments should be made direct to the Superintendent, Government Publications Bureau, P. O. Box 500, Secretariat, Colombo 1.

Note.—Payments for inserting Notices in the *Gazette of the Republic of Sri Lanka (Ceylon)* will be received by the Government Printer and not by the Superintendent, Government Publications Bureau.

**Schedule**

1973

| Month    | Dats of Publication    | Last Date and Time of Acceptance of Notices for Publication in the Gazette |
|----------|------------------------|--|
| JANUARY  | Friday 5. 1. 73 ..     | 12.00 Noon Wednesday 27. 12. 72  |
|          | Friday 12. 1. 73 ..    | 12.00 Noon Wednesday 3. 1. 73  |
|          | Friday 19. 1. 73 ..    | 12.00 Noon Wednesday 10. 1. 73   |
|          | Friday 26. 1. 73 ..    | 12.00 Noon Wednesday 17. 1. 73   |
| FEBRUARY | Friday 2. 2. 73 ..     | 12.00 Noon Wednesday 24. 1. 73   |
|          | Friday 9. 2. 73 ..     | 12.00 Noon Wednesday 31. 1. 73   |
|          | Thursday 15. 2. 73 ..  | 12.00 Noon Wednesday 7. 2. 73  |
|          | Friday 23. 2. 73 ..    | 12.00 Noon Wednesday 14. 2. 73   |
| MARCH    | Friday 2. 3. 73 ..     | 12.00 Noon Wednesday 21. 2. 73   |
|          | Friday 9. 3. 73 ..     | 12.00 Noon Wednesday 28. 2. 73   |
|          | Friday 16. 3. 73 ..    | 12.00 Noon Wednesday 7. 3. 73  |
|          | Friday 23. 3. 73 ..    | 12.00 Noon Wednesday 14. 3. 73   |
|          | Friday 30. 3. 73 ..    | 12.00 Noon Wednesday 21. 3. 73   |
| APRIL    | Friday 6. 4. 73 ..     | 12.00 Noon Wednesday 28. 3. 73   |
|          | Wednesday 11. 4. 73 .. | 12.00 Noon Wednesday 14. 4. 73   |
|          | Thursday 19. 4. 73 ..  | 12.00 Noon Wednesday 11. 4. 73   |
|          | Friday 27. 4. 73 ..    | 12.00 Noon Wednesday 18. 4. 73   |

L. W. P. PERIS,  
Government Printer.

Department of Government Printing,  
Colombo, August 18, 1972.