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*Proceedings of the Madras Government Public Works Department,
3rd May 1875.*

No. 52. Read the following letter from R. E. NORFOR, Esq., Executive Engineer, in charge District Engineer's Office, South Arcot, to Colonel G. W. WALKER, R.E., Secretary to Government, Public Works Department, dated Camp at Porto Novo, 15th April 1875, No. 11:—

With reference to paragraphs 2 and 3 of G. O., No. 741, of the 17th March 1875, I have the honor to report that the delay in getting estimates ready for the Budget of 1873-74 is due to the fact of the Local Fund Boards selecting works and allotting funds in the Budget in the first instance, and then calling upon the Department of Public Works for plans and estimates for these works. This was the case with all the works noticed in the Vice-President's letter embodied in the Government Order above quoted.

2. The 3rd or Virdachellum Range had not its full complement of officers in the year 1873-74, but, notwithstanding this, there was no undue delay in the preparation of the estimates called for. The Local Fund Board do not appear to have taken into consideration the delay that must have occurred in getting the approval of the Inspecting Engineers to the designs submitted by the District Engineer as in the case of Manimoothanuddy bridge, dispensaries, chuttrums, &c.

3. With reference to the question of contracts, I have the honor to report that the practice prevailing in this district ever since the introduction of the Department of Public Works is to get work done under the systems known as "petty contract" and "task work," and large masonry works are, as a rule, done departmentally, materials being purchased from suppliers, and in some instances materials are manufactured departmentally also.

4. With every desire to meet the views of the Local Fund Boards, I regret I cannot recommend the adoption of the proposals that no work above Rupees 20 should be done except by a contract formally entered into between suppliers, contractors, &c., and the Local Fund Board, as I have reason to think that such a procedure would throw difficulties in the way of executing work entrusted to this department as expeditiously as is desired. If the Local Fund Board are not satisfied with the amount of work done now, I fear they will have greater cause to complain of unexpended balances if the system they propose to introduce is adopted.

5. As I have said I have no wish to oppose the Board in respect to their proposal to introduce a system not hitherto in force in the district either in carrying out Local, Imperial, or Provincial Works—a change I must confess I cannot see the necessity for, since we have been able in the past year to expend in the district altogether no less a sum than Rupees 4,37,756 without a contract bond or written agreement of any description whatever.

6. I am further convinced that it will be difficult, if not impossible, to get contractors to sign contract bonds such as the printed ones I have very recently received for use, not only because they have not been used to being bound down to terms they are by no means sure they will be able to carry out, but for the reason that it seems to me the terms of the contract are all one-sided, and there are clauses in it not possible to put into practice under existing state of things.

7. For instance, a man engages to supply certain material at certain price and within a certain time, all manner of penalties are imposed on him if he fails, regardless of unforeseen circumstances over which he has no control, which may cause delay. I have had 18 years' experience in dealing with natives of the class who work for us, and I know they are acute enough to see that there is no provision made in the bond to

make them safe against such unforeseen contingencies; they are entirely at the mercy of the District Engineer and the Local Fund Board who need not necessarily make any allowance for shortcomings.

8. Again, one clause (7) specifies that contractors should furnish bills on a certain specified date every month for work done in the previous month, and failing to do so are subject to a penalty of Rupees 5 for each day the bill is overdue. This is a clause it would be unfair to enforce, for this reason—in the first place the *Overseer*, and not the *contractor*, prepares the bills in the prescribed printed form. The *Overseer* can only prepare such bills after he has seen, measured, and taken over the materials charged for in the bills, and a certificate to this effect is attached to the bills signed by the *Overseer*; the bill is then placed into the hands of the contractor who presents it to the Range Officer for payment, who in his turn if he has previously inspected the material pays the bill in full, otherwise it is paid on the *Overseer's* Certificate, deducting 15 per cent. till inspected by Range Officer. Now if all contractors are to present their bills once a month, it will be necessary that the *Overseer* inspects and measures up every man's work once a month, and this I maintain it is physically impossible for him to do with about 143 miles of road and work going on in nearly every mile, in addition to large masonry works, such as bridges, dispensaries, and chuttrums, on each of which he should properly give at least one week of his time in the month if he is to be held responsible for good materials being used and good workmanship done. These are matters that require consideration, and it will not do to hastily introduce a system not hitherto in force without considering these questions.

9. In order to commence work in the current year, officer in charge No. 3 Range reports, he has called upon some of his old suppliers to execute the necessary bond before the Board and make a start as the season is slipping away, but they flatly refused to do so. I am perfectly willing if the Board can find contractors to give the system a trial and see how it works. It is possible that by advertizing in the Gazette they may be able to get a few men to risk

it, but I doubt it very much, for the reason that it has been tried and failed.

10. The Local Fund Board are of course held responsible for the economical and profitable expenditure of the funds entrusted to them, and are perfectly correct in wishing to exercise a check on the expenditure incurred by the Department of Public Works. I think, however, they go the wrong way to work in their endeavours to exercise this check. To say nothing of the want of faith and confidence in the officers of this department which their interference implies, they seek to introduce innovations which tend to hamper the Range Officers and subordinates with really not one atom of advantage to themselves; for to speak the truth, the Local Fund Board will, even should the entire expenditure in the year be performed under formal contracts, be no wiser than they are now. The difference will be simply that in one case the work is done under formal contracts, in the other it is done without, that is, under one system the members of Local Fund Board will know (if they carry about a note book of the names of all the contractors on the various miles of road) that Ramasawmy is working on such a mile and Ponusawmy on another, performing or not performing the same work that *some body* whose name they do not know has engaged to do, and by paragraph 6 of Mr. Garstin's letter, No. 78, of 24th August 1874, it would appear that the end that it is to be gained by the Board entering into formal contracts is knowing the names: "the Local Fund Board might then be able

to observe the contractors and the way in which they did their work and bring any irregularities to the notice of the Range Officer and Local Fund Board." Now I ask why cannot the same thing be done under the present system: the members are not prohibited going over the roads, nor is there any reason why they should not bring to notice any irregularities they see to the Range Officer and the Local Fund Board. I do not think it can be said that there is any one instance in which every attention has not been given when irregularities are pointed out.

11. I must be allowed to correct the President in the statement made in paragraph 5, that the only information the Board get of how their money is being expended by the Department of Public Works is that contained in the Monthly Progress Reports which is not considered to be in sufficient detail to be of any value. Mr. Garstin has omitted to mention that quarterly statements are furnished at his request of all materials collected on *each* mile of *every* road in *every* taluq; this statement shows what has been collected, used, and what remains at the end of every quarter on every mile of road in the district; and, if this is not considered giving the Local Fund Board the fullest information of what we do with their money, I really do not see how they are to be satisfied.

12. The fact that all work is being done under a written contract cannot enlighten them any more, and as to short expenditure of funds I think their accounts of the past year will tell a different tale; the unexpended balance in the Reserve Fund under Communications will, I think, contrast favorably with the same in previous year.

13. If the contract system is to be introduced in place of the "petty contract" and "task work" systems which have hitherto been in force, I think it would be desirable to select one taluq, try it there first and see how it answers. The Board must, however, be prepared to risk the chance of losing the working season in experimenting. This is why I advise trying one taluq first; secondly, I would suggest that for work or materials over 20 Rupees in value, Rupees 500 be substituted. By getting in the small end of the wedge, we may ultimately be able to establish the contract system entirely in the district, to which system I may, however, remark the Government have frequently expressed their disapproval.

No. 53. ORDER THEREON, 3rd May 1875, No. 1,242.

ACCOUNT, No. 1A.

ORDERED to be recorded.

2. It does not appear necessary to introduce exceptional arrangements for carrying out Local Fund works by contract, which have not been found necessary in carrying out the Imperial and Provincial works of the South Arcot District.

(True Extract.)

Colonel, R.E.,

Secretary to Government.

To the District Engineer, South Arcot.
" Controller of Public Works Accounts.

" Public Department.

Exd. A. Grubert.

Spare Copies

D. P. W.
SOUTH ARCOT.

No. 11

DISTRICT ENGINEER'S OFFICE.

Camp

Porro Novo

Dated

15th April

1875.

From

The District Engineer,

South Arcot.

To

The

Secretary to Government
D. P. W.

Enclosures.

Sir,

With reference to paras 2 and 3 of G.O. No. 741 of the 17th March 1875, I have the honor to report that the delay in getting Estimates ready for the Budget of 1873-74 is due to the fact of the Local Fund Board selecting works and allotting Funds in the Budget in the first instance, and then calling upon the D.P.W. for Plans and Estimates for these works; this was the case with all the works noticed in the Vice President's letter embodied in the G.O. above quoted.

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-pear to have taken into consideration
the delay that must have occurred in
getting the approval of the Inspecting
Engineer to the Designs submitted by the
Distt. Engineer as in the case of Alami
- smoothuddy Bridge. Dispensaries, Chut
Trains &c.

3. With reference to the question
of contracts I have the honor to report
that the practice prevailing in this
District ever since the introduction of
the D.P.W. is to get work done under
the systems known as "Petty Contract"
and "Jack work"; and large masonry
works are as a rule done department-
-ally, materials being purchased from
suppliers; and in some instances Materi-
-als are manufactured departmentally
also.

4. With every desire to meet the views
of the L. J. Bd. I regret I cannot recom-
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74
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to sign Contract Bonds such as the printed ones I have very recently received for use; not only because they have not been used to being bound down to terms they are by no means sure they will be able to carry out, but for the reason that it seems to me the terms of the Contract are all one-sided and there are clauses in it not possible to put into practice under existing state of things.

7. In instance a man engages to supply certain material, at certain price and within a certain time, all manner of penalties are imposed on him if he fails, regardless of unforeseen circumstances, over which he has no control, which may cause delay. I have had 18 years experience in dealing with natives of the class who work for us and I know they are acute enough to see that there is no provision made in the bond to make them safe against such unforeseen contingencies - they are entirely at the mercy of the Distt. Engr. and the L. J. Bd. who need not necessarily make any allowance for shortcomings.

8. ^{ms} Again one clause (7) specifies that Contractors should furnish Bills on a certain specified date every month for work done in the previous month, and failing to do so are subject to a penalty of Rs 5 for each day the Bill is overdue. This is a clause it would be unfair to enforce, for this reason - in the first place the Overseer and not the Contractor prepares the Bills in the prescribed printed form. The Overseer can only prepare such Bills after he has seen, measured, and taken over the materials charged for in the Bills, and a Certificate to this effect is attached to the Bills signed by the Overseer; the Bills is placed into the hands of the Contractor who presents it to the Range Officer for payment, who in his turn if he has previously inspected the material pays the Bill in full otherwise it is paid as the Overseer certifies, deducting 15 per cent till inspected by Range Officer. Now if all Contractors are to present their Bills once a month it will be necessary that the Overseer inspect

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Q. In order to commence work in the current year, Officer in Charge No 3 Range reports he has called upon some of his old suppliers to execute the necessary Band before the Board and make a start, as the season is slipping away but they flatly refused to do.

Vide District
Gazette of 4th
April 1874
Page 120-

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10 The L. J. Board are, of course held responsible for the economical and profitable expenditure of the funds entrusted to them, and are perfectly correct in wishing to exercise a check on the expenditure incurred by the D.P.W., I think however they go the wrong way to work in their endeavours to exercise this check - to say nothing of the want of faith and confidence in the Officers of this Department whose interference implies, they seek to introduce innovations which tend to hamper the Range Officers and subordinates with really not one atom of advantage to themselves, for to speak the truth, the L. J. Bd. will, even should the entire expenditure in the year be performed under formal contracts, be no wiser than they are now - the difference will be simply that in one case the work is done under

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1577
I have the honor to be

Sir

Yours and obedient servant

W. H. S. S. S.

(Signature)
District Engineer's Office, Madras

and as to short expenditure
side west

1875-1876
SOUTH ARCOOT D. P. W.
No 2631
From
The District Engineer
South Arcot.

To
Secretary to Govt.
D. P. W.

Recd 15/5
Despatched 16/5
Received 16/5

20 of Mar 1875 No 1242-424
with Crif. No

No. 11
Enclosures

Offering opinion on the
introduction of the sys-
tem of Local Board
for L. P. Works proposed
by the L. P. Board
South Arcot District.
Lb. No: 1242 2-5-75

252
20 of Mar 1875 No 1242-424
470-4-75

P. H. D. 1875

Pro. of the Madras Govt.

Read the following

From the District Engineer South Arcot. (H.E. No 11 1715 April/75)
G.O. No: 1242 of 3 May/75

Ordered to be re-
corded.

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Fund Works by Contract,
which have not been found
necessary in carrying out
the Imperial and Provincial
Works of the South Arcot
District.

G. H. D.

To District Engineer South Arcot.
For the P.W.D.
Per Secy.

Recd 12-5-75

2530

Govt. of 1875 Madras.

PUBLIC WORKS.

To

The D. Engr,

Shirah

Date

Received

Recd

Encl

G. O. J. May 1875 No. 1242

No. 52-53

Local Fund Board, A. Arcot -
Passing orders on letter
from the District Engineer,
offering opinion on the
introduction of the system
of Contract Bonds for
Local Funds Works, proposed
by the _____.