

should be sanctioned by
 the Ex. Engineer and reported
 to the Supdy. Engr; and in
 important cases, the ap-
 proval of the latter officer
 should be obtained before
 the Ex. Engineer's sanction
 is acted upon. The Engineer
 will submit a draft
 standing order making the
 necessary addition to
 para 1368 of the NW Code

WCR
 3.5.88

L. H.
 5/6/88

No. 1410 W. & 14th May 1888

Given as amended
 20.4

To the Supdy. Engr in Charge
 of the Road works

15/5

C. H.

3/5 30.4
 7/5 12.9.58

PROCEEDINGS OF THE MADRAS GOVERNMENT.

UNDER date the 14th May 1888

READ the following

From the Supdy. Engr. III Circle No. 2280 d/7 Feb'y 1888.
From the Engr. W. accounts No. 1375 d/20 April 1888

The Examiner's Office
note will be communicated
to the Supdy. Engr. III Circle.

2. With reference to para 3,
the Govt. are unwilling to
impose a fresh quarterly re-
turn on the Engrs.

The completion of the Registers
of building should however
be kept in view, and the
Engrs. will report six
months from the date of
this order what progress
has been made.

3. The Govt. agree ^{generally} with the
Examiner in the views ex-
pressed in paras 4 & 5 of
his office note. Any
proposed departure from
the terms of a contract
should

ppH
5 May

But do not consider that any addition
to the Code Rules on the subject is
necessary

Better stop here.
It is not a departure from the terms
of a contract to condone a
delay in

Copy of Report No. 2605 dated
21st January 1888 From A. H. Garrett
Esquire Executive Engineer Bellary
Division to the Superintending Engr.
-mer 3rd Circle Bellary.

I have the honor to reply
to your No. 1816 of the 5th ultimo and
G. O. No. 2986 B of the 8th November last
passing orders on the inspection of
this Division by Mr. Raimier Deputy
Examiner.

Para 3 of Examiner's letter - Messrs
Hardo and Lazarus Imprests. There
is generally no delay in procuring
imprests, but when the Executive
Engineer and Sub Divisional Officer
both happen to be in the camp at
the same time, there must be some
delay in procuring Imprests and
especially those of overseers which
have to be sent through the Sub Divi-
sional officer. Unnecessary delays
are now being guarded against and
are

are of very rare occurrence.

With regard to transferring
Doodis account, the recoupment
was delayed through a miscon-
-ception on the part of the former
accountant. A reduction of Imprest
was ordered, but instead of passing
through accounts the Imprests as
received, he kept them untouched
till the expenditure came up to the
amount of reduction. This Overseers
Imprest is now reduced to Rs 25.

Para 6. The circumstances connected
with the materials at site of this
work are quite exceptional and
a report on the subject has been
submitted. The materials were
purchased about 3 years ago.

Para 7. Vouchers are being kept
in a locked drawer of a table. Con-
-tract agreements will in future be
kept in the cash chest. Pigeon holes

with shutters and a table with drawers
are quite necessary for the accountant
who has only a camp table at pre-
-sent and an estimate will be sub-
-mitted for the extra office furniture
required.

Para 11. Register of Buildings. will
be at once made complete so far
as regards the entry of all buildings.
There are many old buildings entered
in the Register and these must all
be measured up before their value
can be ascertained. Dry Establish-
-ment is too small to admit of this
work being done except by degrees.

Para 13. Some of the Service Books
have been since reattached and the
others will be taken up gradually.

Para 4. Conditions of contracts in
respect of completion of work within
a prescribed time are not always
fulfilled. In such cases penalties
could only be enforced on there being

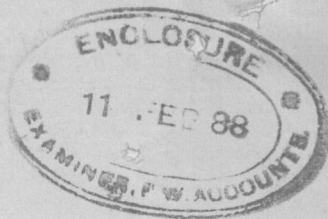
the clearest proof that the delay was due to the Contractor's negligence.

There are very often extenuating circumstances. Penalties for bad work are invariably provided in all contract agreements and would always be enforced. In most cases monthly measurements are simply an impossibility, but efforts are made to prevent unnecessary delay occurring in the measurement of works.

Para 5. The absence of contract agreements for these works was an oversight. I certainly consider it my duty to take agreements for all large works, though I did not consider such a course necessary in the case of works costing a trifling amount.

Para 12. Vide your No. 2351 of 1st March/87.
Para 38 of my Examiner's. These balances have been cleared up with the exception of that due to Kristmassemy Woods about which a separate report has been submitted.

Para 44 of my Examiner. This is already paid into the Court and disposed of. H. Smalley C.E.



E.1
P.W. + 216
3762/88

Enclosures.

1 Copy of
Mr. Garrett's
Report.

No. 2280

Superintending Engineer's Office,

3RD CIRCLE

Bellary 7 February 1888.

FROM,

Col H. Smalley C.E.
SUPERINTENDING ENGINEER,
IIIrd CIRCLE.

TO,

THE Chief Engineer
P. & S.
Madras

SIR,

With reference to para 3 of G. O. No. 2986 D of 8th November/87, I have the honor to forward copy of Executive Engineer's report on the points alluded to.

2. Adverting to para 4 and 5 of the Examiner's note, it will be seen from the Executive Engineer's report, that penalties are only enforced when there is the clearest proof of Contractor's negligence and that the absence of contract agreements in certain cases was an oversight. On this I have to remark that if it is

not intended to enforce penalties
it is better not to enter any in the
contract books.

Written agreements should in my opinion be taken in all cases. The Executive Engineer considers this course unnecessary in the case of works costing a trifling amount.

3. The famine tools referred to in para 5 of the G. O under reply were unserviceable and their sale was authorised by the Superintending Engineer agreeably to para 1 of G. O No 940 D dated 28th March /83.

I have the honour

Li

Your most obed^t servant

H. S. S. C. H. R.

Superintending Engineer

3^d field

No. 585 C d/10 Feb 1888

To

C

For favour of remarks

Wm
9.2.88

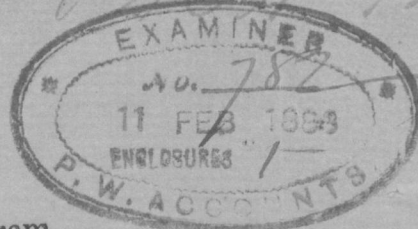
D.W.

To W.

No. 1375
20.4.88. Encl

I beg to offer the following remarks on the explanation of the Executive Engineer, Bellary Division and the Supg. Engineer 3rd Circle, on the points noticed in the inspection report of the Bellary Division.

2. The Executive Engineer has promised to adjust the discrepancies in the materials at site after verification in January 1888. (nothing appears to have been done yet), a further report will be made if the adjustment is not carried out accordingly.



From,
The Superintending Engineer,
IIIrd Circle.

To,
The Chief Engineer
F. N. D
Madras

Dated 7. } February 1888.
Received 9 }

Enclosures. 1

No. 2280

Inspection of
the Bellary Division
by Dy Examiner Mr.
Kainer.

Forwarding copy of
Exec Engineer's report
on the points noticed in
L with the Supg Engineer's
remarks on it.

20.

3. As regards the register of buildings, I would suggest that the Executive Engineer be directed to report quarterly the progress made in completing the register, so that the matter may not be lost sight of; and similarly with regard to service books.

4. With regard to enforcing penalties for non-fulfilment of contracts, there can be no doubt that there are cases in which it might be undesirable to enforce the penalty, but I think the Executive Engineer takes quite a wrong view of the matter. Instead of requiring "the clearest proof that the delay (or other default) was due to the contractor's negligence", it should, I think, rest with the contractor to prove clearly that the default was due to circumstances, not only beyond his control, but such as he could not reasonably have been expected to take into account when tendering for the work, or when executing a contract on the basis of his tender. Laxity in this respect tends to prevent genuine competition by encouraging contractors to think that if they can only secure the

contract, and start the work, they will be able to get their nominal terms modified on any specious show of hardship. There are certain plain and well understood risks incidental to a contract, and contract rates are supposed to cover these risks; contractors never offer to forego unexpected profits, and they should not be relieved of their unexpected losses, except under most exceptional circumstances.

5. If Government concur in these views, it may be a question whether the intention of Code para 1368 would not be more effectually secured if departure from the terms of a contract, in any respect, were made a matter of specific sanction by specified authority to be recorded, reported, and possibly in some cases approved by higher authority before being acted upon. At present it seems to be in the power of any sub-divisional officer to condone any default and to pay up a defaulting contractor in full including his security deposit. A rather serious case of this sort occurred quite recently in the Trichinopoly Division

and will shortly, I understand, be reported by the Supg. Engineer for the orders of Government.

6. With regard to the question of agreements for petty works, I agree with the Supg. Engineer in thinking that some sort of written undertaking or agreement should be taken for the execution of every work entrusted to a contractor; but it need not necessarily be a very elaborate document; and in cases where — the amount involved is trifling, some simple form such as form No. M 172 or (but for the use of the term "piece-work") form No. M 169 would probably answer. This matter will be considered in connection with the general subject of instructions regarding the use of contract forms, which I now hope to be able to take up very shortly.

[Handwritten signature]

C.
20/4.

PNC No. 3762

W 585 c ay 10.2-88
" 2832W ay 29.10.86
" 940W ay 28.3.82
" 2882W ay 3.11.82
" 668W ay 15.3.82
" 2986W ay 8-11.87

R 23.4.88

E.1

0 2/5- 181 30.4
11.9.88