

- (1) பக்கங்களின் எண்ணிக்கை 28
 (2) புதுக்கித் திருப்பிய நாள் 6/88
 (3) ஆதாரங்குறிப்பவர் சுருக்கொப்பம் 6/88

தமிழ்நாடு ஆவணக் காப்பகம்.

தமிழ்நாடு அரசு

பெரியபாளையம் துறை

அரசாணை எண். மு. கோப்புத் தாள் எண்.	94 w	அச்சகம் பலவகை
நாள் :	11. 1. 1888	198.

மடிக்கவோ கண்டபடி கையாளவோ கூடாது

ஆவண. கா-1-18,006-15-6-87.

அ. ச. சுவாமிநாதன்.



[C. No. 8.]

GOVT. OF MADRAS. 1887. [P.W. DEPT.]
EXAMINER, P.W. ACCOUNTS.

Madras, 23rd August 1887.

OFFICE NOTE No. 478.

To W. *Enclos - 5*

With reference to the accompanying letter and two piece work agreements (original to be kindly returned) from the Executive Engineer Nilgiri Division, I solicit orders of Government as to the meaning of the term "piece work" and the limits of its application. *1/94*

KEEP-WITH Genl. No.

dated 1887.

1/94

2. The works to which the two piece work agreements relate are, Construction of Police Station at Neddivattam, Estimate Rs. 4,110, and Construction of 3 Toll Houses on Kullar-Gudalur Road, Estimate Rs. 2,100.

3. The present Code definition of piece work, or rather of a "piece work agreement" as distinguished from "Contract", is "an agreement in which only a rate is agreed

without reference to the total quantity of work to be done or [to] the quantity to be done in a given period", for which see Code para 1344, and such agreements as the two now in question are perhaps in order according to the letter of the Code rules, inasmuch as there is no explicit reference to any total quantity of work to be done, but in my opinion they do not accord with the spirit of the rules, inasmuch as there is, and necessarily must be in such cases, an implied reference to some total quantity of work to be done. There is in fact an implied understanding on the part of the Executive Engineer, that the contractor is to do the whole of the work included in the construction of each of the two works mentioned in accordance with some approved design and specification, and on the part of the contractor there is an understanding that the whole work shall be given to him. Looking to the nature of the work to be done, and to the extent to which provision materials etc. must be made and, it seems most improbable



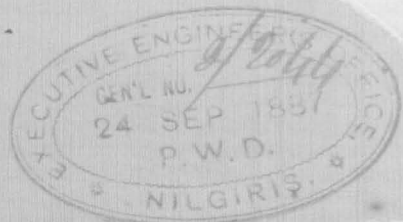
2/aw
that any contractor, or perhaps I should say any piece worker, would undertake the work, nor could it well be expedient for the Executive Engineer to give out the work to him, without such an understanding on either side.

4. It appears to me that such works as these are proper subjects for contracts of the third kind mentioned in para 1346 of the Code, and that the practice of executing them under piece work agreements is, whether intentionally or not, an evasion of the rules in para 1350 regarding the competence of different authorities to approve of contracts of different amounts, and it is an arrangement ~~agreement~~ which gives Government no security whatever either for due diligence in the prosecution of the work, or for its eventual completion. The only remedy in the hands of the Executive Engineer is the termination of the agreement. Moreover there is no security for conformity with any given plan or design. If the materials or the workmanship are bad, the Executive

Engineer has a remedy, but I fail to see what remedy he has, if the contractor (or piece worker) chooses to give the walls twice the intended thickness, or the roof twice the designed pitch.

5. In ordinary language the term "piece work" is applied to "labor paid in a particular way", i.e. paid by results instead of by the day, and Code para 1747 shows, I think, that this is the real meaning of the term as used in the Code, with some slight extension to allow of the supply of some simple materials by the labourer, or by the supplier of labour; but if the procedure in connection with the two works now in question is correct, there is no limit whatever to the application of the term piece-work, and an Executive Engineer may, under cover of this elastic term, execute a virtual contract, and on his side apparently a very disadvantageous one, for a work to cost a lakh of rupees, just as well as for one to cost Rs. 2,199.

6. I would also point out that, whilst the agreement clearly stipulates for payment at a rate unit of materials wrought and



3/4
fixed or erected, i.e. per unit of work done including materials and labor, the actual payments, as will be seen from the two accompanying bills (originals to be also kindly returned), are made as for materials only.

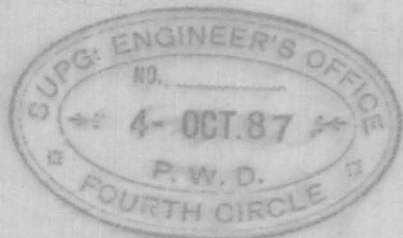
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C.

Handwritten signature/initials

23/8

PWC No 6647
830/87



R 24.8.87

E.5

E.3

PW 10578/87



Referred

500 D. 30 Aug 1887
Referred to the
Suply Engineer IV Circle
for favour of opinion.
Job attch. Chronol Vrs.
Chief Engr. P.W.D.

12/11

No. 2013

P. W. D.

NILGIRI DIVISION OFFICE,
STATION Ootacamund
32d Oct 1887.

N.B.—Please quote the number and date of this letter in future communication on the subject.

FROM W. B. de Winton Esq.
EXECUTIVE ENGINEER,

Enclosures.

NILGIRI DIVISION,
OOTACAMUND,

TO THE SUPERINTENDING ENGINEER,
FOURTH CIRCLE,
COIMBATORE.

1 Inst. No. 500 D
of 30.8.87 from
the Chief Engr
2 piece work
agreement
1 Bill
1 ltr: Engr's letter

Sir,

to the Engineer of 20th September 1887. I have the honor to reply
5

as follows to the questions therein asked:—

(1) I fail to see that the use of a Piecework agreement instead of the form of Contract laid down in Chapter III of the Code is contrary to Code Rules— No limit is fixed in the Code for payments for Piecework nor is it anywhere restricted to any particular kind of work. A Piece worker agrees to do a certain ^{kind} quantity of work at a certain rate. That work is generally to be done in accordance with some plan or specifications, but the Piece worker is nowhere bound down to construct the work accordingly. The remedy which the Executive Engineer has of taking the work out of his hands at a

moments'

moments notice, if he departs from plan or specification, is sufficient safeguard against any such departure. The system has long been in use in this Division and has been more than once questioned by the Examiner. It answers very well and I see no objection to it whatever, though I quite understand the Examiner's line of argument that it enables an Executive Engineer to enter into virtual contracts for sums exceeding his powers;

(2) Its advantages are twofold:-

(a) It enables work to be commenced much more speedily than is possible, when Contract bonds have to be drawn up and sent for Superior's sanction. This is especially the case when, as in the 2 Estimates under reference, allotments are received late in the Official year, and every day is of importance in spending them. An allotment of Rs 1000/- was received for each of the works in question at the end of

Febry

5/2/87
February 1887. If the Contract or bonds had been entered into, it would have been impossible to spend the money, but under the Piece work Agreement the Collection of materials commenced immediately and the larger portion of the allotments was spent.

(b) The Executive Engineer can stop the work whenever he likes if it is not being done to his satisfaction and this gives him great power over the Piece worker, both as to the quality of the work and the time occupied in constructing it.

3) It would make the Form more complete if it was stipulated therein that the work had to be constructed according to a given plan or specification and completed in a given time. The mode of accounting for contract work and Piece-

work

Piece-work is in every other respect prac-
tically ^{identical} distinct. I consider the Piece-
work Agreement System a very safe and
simple one for works of no great magni-
tude, say under Rs. 5000, and I would
recommend its universal adoption.

I have the honor to be,

Sir

Your most obedient servant.

W. B. B. B.

Executive Engineer N. D.

MS.
4/10

From

The Executive Engineer,



To

The Superintending Engineer,

Fourth Circle,

Dated 3rd
Despatched 3rd } *Oct* 1887.
Received

No. 2015

Enclosures. 5

Subject.

Reca work department.

Report on the -

E.E.

P.W. 10578/87

Enclosures 1-6 of
a letter No. 412 of 15th Oct.
1887 from the Supg.
Engineer Fourth Circle

5-2
24.10.87

1 Letter No. 2015 of
3rd October 1887 from
the Executive Engineer
Kilgiri Division with
5 enclosures.

Superintending Engineer's Office 4th Circle.

Coimbatore 15th Oct. 1887.

No. 412
SM

FROM,

COLONEL J. BEATTY R.E.,

SUPERINTENDING ENGINEER,

FOURTH CIRCLE.

TO,

The Chief Engineer
P. W. Department

SIR,

Enclos: 6

attached
made out
and from
19.10.87

With reference to your endorsement
No. 500 D. of 30th August 1887 on Examiner's
office note of 23rd Idem, I have the honor to
forward a letter from the Executive Engineer
Kilgiri on the subject of the use of Piece
work agreements; and to inform you that
on full consideration of all he has urged
on the subject, I am of opinion that the
use of Form No. M 169 should be limit-
ed to works costing less than Rs 500.

2 My principal reason for objecting
to the extension of the use of ^{that} forms for
larger

corresponding

the

Larger works is that when form No M 169 is adopted no report is necessary to the Superintending Engineer and the Contractor has no choice of appeal from the decision of the Executive Engineer; vide para 1 of the conditions.

3. Also the Code directs that all contracts exceeding Rs 500 should be reported to the Supg. Engineer, which I think is desirable; whereas in the cases referred to in para 2 of the Examiner though the amount exceeded Rs 2,000 in each case no report was sent.

4. The objection raised by the Executive Engineer that the use of the forms M 170, 171 &c involves delay in commencing a work is not in my opinion a sound one, as this office rarely interferes with the choice of Contractor by the Executive Engineer, unless the rates tendered are in excess of those sanctioned. A work can be begun in special cases, such as allotments given ^{late} in the year, in anticipation of the Supg. Engineer's formal sanction

sanction, and before the agreement is prepared; in fact this course is generally adopted in all Divisions.

After receipt of tenders the Divisional Officer reports his reasons for selecting a particular contractor in preference to the others, and is authorised to commence work at once.

5. If the Executive Engineer uses the piece work agreement and no report is made, there is no guarantee that he will advertise for tenders.

6. The use of the form No M 169 is extensively has not led to difficulties in the case of the present Executive Engineer Nilgiri Division, but I should fear its doing so in the case of some other officers.

I have the honor to be
Sir
Your most obt. servt

I. Reatty - Colonel RE
Supg. Engineer IV Circle

corresponding,

the

No 4082 of 15th November 1887

To be

Will you please
frame a rule defining
"piece work", which can be
embodied in the Public
Works Code -

For
14/11/87

To W.

No. 907
21-12-87

I think the best plan
would be to expunge Code para 1344
and substitute the first clause
of the corresponding para in Govt.
of India Code (Volume I, Chapter
VIII, para I) which runs thus :-

"The term "Contract" as used
in this Code has a limited and
technical meaning and does not
include agreements for carry-
ing out work by petty contract
on fixed rates, whether it be
piece-work, where no restriction
is imposed on the quantity of
work performed daily by the
individual labourer, or task
work where the dimensions or
quantities are specified, nor
does it include mere ordinary
purchases of materials or
stores".

and I would then add paras

1344 A. - The term "piece-work"

FROM

COLONEL J. BEATTY R. E.,
SUPERINTENDING ENGINEER,
FOURTH CIRCLE.

Dated 15 October 1887.
Recd: 17-1-87

No. 412
9th

Encls: 6

Piecework Agreements.

Forwards a letter
from the Engineer-in-Chief
on the subject of the
use of — and informs
that he is of opinion
that the use of form
No. 169 should
be limited to works
costing less than
Rs. 500.

applies only to agreements
whether verbal or written, with
individual labourers, or with
the representatives of gangs of
labourers, technically called
"piece-workers", for the execu-
tion of work of some simple
descriptions such as earthwork,
turfing, breaking road metal etc,
including only the provision
of such materials (if any) as are
to be procured or made by the
labour of the piece-workers
themselves (e.g. the sods
required for turfing a bank)
and without reference either
to the total quantity of work
to be done, or to the time within
which any given quantity of
work is to be done, by the
piece-workers concerned.

1344 B. The term "Task work"

is applied in cases in which it
is agreed that the labourer
shall be paid a fixed daily
wage conditionally on his
executing a specified minimum
daily task.

2. I think that, pending issue
of the necessary standing order,
which will take some time, it might
be well to embody the substance
of the above in a G.O., and to add
that the practice of giving out
as "piece-work" the erection of
buildings and complicated structures
involving the employment of a
variety of miscellaneous labour,
and the provisions, by purchase or
otherwise, of a variety of materials,
for the purpose of executing
definite quantities of work in
accordance with definite plans,

Corresponding para of

estimates and specifications, is prohibited; that all agreements whether verbal or written for the execution of such works must be considered "Contracts" within the meaning of the Code, and must be dealt with in accordance with the Code rules relating to contracts.

3. It will probably be advisable hereafter to lay down some rule limiting the cases in which verbal contracts may be made; but I should like to defer any further remarks on this point and also as to the expediency of cancelling or modifying the present form of piece-work agreement (form No. M 169) until I have had an opportunity of consulting the Government Solicitor.

Ambr

2/12

P.W.C. No 10578

Recd. 23-12-87

Encl. 3.

1/11 *Read*

no 94W dated 11th January 1908

Read the following

Read Cno 6647, 8201 & 10578 of 1887

Office note from the Examiner, P.W.C. from the Supp Regt no 478 of 23-8-87. Office note from the Hon Secy no 2015 of 23rd October 1887. no 907 of 21-12-87 order.

Cases having been reported of the construction of buildings being entrusted to contractors under piece work agreements, the Govt consider it desirable to define more precisely in the P.W. Code, the meaning of the term "piece works" & the limits of its application -

2. Para 1344 of the M. Code will therefore be expanded, and the corresponding para of the

The Govt. of India P.W. Code
will be substituted for it,
viz:—

"The term 'Contract' as
used in this Code has a
limited and technical
meaning, and does not
include agreements for
carrying out work by
petty contract on fixed
rates, whether it be
piece work, where no
restriction is imposed on
the quantity of work per-
formed daily by the
individual labourer, or
task work where the dimen-
sions or quantities are
specified; nor does it
include mere ordinary
purchases of materials
or stores."

The following additional
paragraph will also be
inserted in Chapter XII
of

of the Code:—

1344 A. "The term 'piece work'
applies only to agreements
whether verbal or written,
with individual labourers,
or with the representatives
of groups of labourers, techni-
cally called 'piece workers',
for the execution of work
of some simple description,
such as earthwork, turping,
breaking road metal &c,
including only the provision
of such materials (if any)
as are to be procured or
made by the labourer or the
piece workers themselves
(e.g. the rods required for
turping a bank) and
without reference either
to the total quantity of
work to be done, or to
the time within which
any given quantity of
work is to be done, by
the piece workers concerned."

1344 B. "The term 'task work'

is applied in cases in which
it is agreed that the labourer
shall be paid a fixed daily
wage conditionally on his
executing a specified
minimum daily task.

The practice of
giving out as "piece work"
the erection of buildings
and complicated structures
involving the employment
of a variety of miscellaneous
labour, and the provision,
by purchase or otherwise,
of a variety of materials
for the purpose of executing
definite quantities of work
in accordance with
definite plans, estimates
or specifications, is prohibited.
All agreements, whether
verbal or written, for
the execution of such
work, must be considered
"contracts" within the
meaning

13/
24

meaning of the Code, and
must be dealt with in
accordance with the Code
rules relating to Contracts
Li. The Secretary Code
Committee will arrange for
the issue of the requisite
standing orders.

WCM
4.1.88

Ju
9/1/88

To Messrs. S. J. J. J.
" Supply Engrs
" C.A. J. J. J.
" J. J. J. J.

27

Cy

The Hon. Mr. Justice

et al.

J. - 24/11/88

B. 11/11/88

11th 9.1.88

7-7-15 ✓

17-11-32 1941 ✓

Govt. of India

PUBLIC WORKS.

Dated

From

To

14/11/11
a.o. 11 Jan. 1888. 94 W

"Price Work"

Orders defining the
meaning of the term
— & the limits of
its application

190
12