

- (1) பக்கங்களின் எண்ணிக்கை 16
 (2) புதுக்கித் திருப்பிய நாள் 29-8-89
 (3) ஆதாரங்குறிப்பவர் சுருக்கொப்பம் 16/8

தமிழ்நாடு ஆவணக் காப்பகம்.

தமிழ்நாடு அரசு

(80)

P. W. D. துறை

அரசாணை எண். மு. கோப்புத் தாள் எண்.	2391	அச்சகம் பலவகை
நாள் :	29-8-1889	198

மடிக்கவோ கண்டபடி கையாளவோ கூடாது

8. Sheets 200

ஆவண. கா-1-18,006-15-6-87.

Schedule of rates to accompany the Conditions of
Schedule Contract for Improvements to the Sillabane
Sanitary Estimate No 2005. 291

No of Item	Class and Description of work to be executed	Unit of calculation	Rate of payment
1	Brick in Chunam	100 Cft	15 10 "
2	Plastering	Square	2 8 "
3	Laterite stone	100 Cft	6 " "
4	Enamelled iron gauges	Each	10 " "
5	Removing debris and sundry repairs to the balingulals	"	25 " "
6	Concrete	100 Cft	12 8 "
7	Concrete blocks	Do	14 " "
8	Grass sown	Sq ft	" " 6 "
9	Opening bund & levelling ground &c	"	22 " "
10	Laterite stone in Chunam	100 Cft	12 8 "
11	Granite stone	Cft	14 "
12	Pointing	Sq ft	1 8 "
13	Bamboo	Cft	4 " "
14	Excavating foundation	"	8 " "
15	Opening and closing bund	"	20 " "
16	Earthwork in building section &c Complete	1000 Cft	2 5 "
17	Clearing jungle - to be described	"	24 " "
18	Spices - repairs to rain water as Columns &c	Each	4 " "

D. Deshpande
Contractor
8-1-85

21/2/18
General specification
to accompany Plan and Estimate
for the thorough restoration of the
Sillabore Tank Pattocottah Taluk
Sanyow District.

Estimate Rupees ———

Original works ——— 1130 —

Repairs ——— 875 —

Improvements to Tank band and

The bank is to be raised 3 feet
above M. S. L. with $1\frac{1}{2}$ feet top width
and side slopes 2-1.

The earthwork is to be done accord-
ing to the Standard Specification
in every way.

Improvements to the balingulab.

The Dam stones are to be re-
moved and the Crest raised to

2391

2

to F. I. level on $2\frac{1}{2}$ feet from the
present level of the Dams. -

The wings adjoining body and that
in front to be raised 2 feet and
1/2 feet thick with brick in chumam

The remaining portion to be sloped
as shown. A dry apron with laterite
stones to be put in rear of the 2nd
masonry apron in order to protect
the same and the slopes of the channel
to be permitted with the same material.

A flush escape to be built at the S. East end of the bund as per dimensions in the estimate. 5 Pillars will be fixed in the body of the escape for the purpose of showing the full supply level of the tanks. -

Reconstruction of the sluice.

A sluice as per design accom.
-panying to be built in the place
of

There are other two sluices in the tank which requires slight repairs for which there is a provision of Rs 10 each has been made in the Estimate. -

Materials

Carthworts

To be obtained from a distance
of 5 $\frac{3}{4}$ ft from the top of the natural
slope.

Brick in Lunan

First class table mounted
leaves to be used.

Laterite stone in Dunam.

Good building laterite stones to
be used for the sluice and also for
apron and revetments ^{val.} They
are

are to be had from a distance
of 3 miles.

3/24/85

General. Latent from a dis-
tance of 2 miles. -

1/15-18/85

Signed C. H. Hilke
Chief Engineer
6-10-84

2 Messrs. D. J. Miller
Contractor
8-1-85

1/21/85

P. W. D. Madras,
Form No. M. 75 N.

2391

Conditions of a Schedule Contract.



2/15-18/85

11/28/85

5



SCHEDULE CONTRACT.

Contract entered into between *Ramasamy Iyer* and
the Executive Engineer, *Negapatam* Division, on account of the
Government of Madras.

S. Ramasamy Iyer contractor
inhabitant of *Puthucottah* in the Presidency of Madras, do hereby undertake to execute
and supply such works and stores as are enumerated and described in the attached Specification at the
rates for each item entered in the Schedule thereto appended, such works and stores being on account
of the *Improvements to the Kallakur Lank at Puthucottah*.
situated in the *Puthucottah* Taluk of *Tanjore District* and
subject to the CONDITIONS printed at back;—also to complete and hand over the same in a satisfactory
and workmanlike manner to the Executive Engineer or his authorized representative on or before
the *30th* day of *July* 1887
eight hundred and *eighty five* in the year of Christ one thousand

Signed sealed and delivered by the said Contractor
this *eight* day of *January*
in the year of Christ one thousand eight hundred
and *eighty five* in the presence of
Supervisor.

Hyderabad
Supervisor



Contractor

W. W. M.
Executive Engineer

21/1/87

CONDITIONS OF A SCHEDULE CONTRACT

for

2391

A bill will be submitted by the Contractor each month for all work executed or stores supplied in the previous month in accordance with the terms of the Specification, and the Executive Engineer will take the requisite measures for having the same tested, and the claim, as far as admissible, adjusted if possible before the expiry of ten days from the presentation of the bill.

2. No work or stores will be paid for unless thoroughly good and fully in accordance with the Specification, and should, through inadvertence, bad work, or stores be passed and paid for, it will nevertheless be perfectly competent for the Executive Engineer to strike the same out of the account at any future time, and recover the value at any date previous to, or at the time of, granting the final certificate.

3. The bill above alluded to will be submitted in exact accordance with the form supplied by the Executive Engineer, and the rates at which the value of the work or stores is calculated will be those tendered for and accepted and entered in the attached schedule. To allow of a guarantee fund being formed on the part of Government, a deduction of 5 per cent. from all payments to the Contractor is to be made by the Executive Engineer at the time of payment.

4. The Executive Engineer is fully empowered to devote all, or such portion as may be requisite, of this guarantee or reserve fund to making good, bad, or indifferent work on the part of the Contractor in such manner as he may think desirable.

5. Similarly, should over-payments have been inadvertently made on the faith of the Contractor's bill, although checked by the Executive Engineer or his authorized representative, it will be competent for the Executive Engineer to recover the same from the Contractor either by deducting the amount from any account subsequently rendered, or from the guarantee fund.

6. The Contractor is bound to adopt any alteration or addition to the original design, which the Executive Engineer may direct in writing, and execute the same at the same rates as the other portions of the work. He must also at once undo and make good any work which may be pronounced bad, or not in accordance with the Specification.

7. Failing within ten days to conform to the instructions of the Executive Engineer in either of the above cases, that officer has power to execute the work by any agency he may consider desirable at the risk and cost of the Contractor, using, if necessary, any plant or materials which may be collected at site, and paying for the same at his own valuation.

8. Should the Executive Engineer consider that work, although not executed in strict accordance with the Specification, may be allowed to stand, he is empowered to pay for the same at such reduced rates as he may fix, and similarly, in the case of inferior stores supplied, which though not of the quality required by the Specification may yet be passed, he is also empowered to pay for the same at such reduced rates as he may consider equitable. This proceeding is, however, quite optional on the part of the Executive Engineer.

9. The Contractor is bound to provide all requisite plant and thoroughly intelligent agency for the execution of the work, failing in which the Executive Engineer is empowered to supply such machinery or agency (either superintendence, skilled or unskilled labor) as he may consider desirable at the cost of the Contractor, removing such as he may object to.

10. Advances may be made to the Contractor to the extent of 80 per cent. of the value of all materials (as assessed by the Executive Engineer) deposited at site and mortgaged to Government, the amount of all such advances being recovered as the materials are utilized, or from the bill for completed work, subsequently submitted.

11. All rejected materials will at once be removed from site by the Contractor to such distance as may be desired, failing in which the Executive Engineer is empowered, after giving ten days' notice in writing, to do so himself, recovering the cost of the same from the Contractor.

12. No unsightly pits, refuse stores, or other disfigurements will be allowed to remain in the neighbourhood of any completed work, and, should the Contractor not comply with the instructions of the Executive Engineer to rectify such defects, that Officer may, after ten days' notice in writing, take such measures for their remedy as he may consider desirable, charging the cost of the same to the Contractor.

13. The Contractor is obliged to conform to all the legitimate instructions of the Executive Engineer in respect to the above conditions, or such other matters as may affect the safety of the work, failing in which that Officer is empowered, after giving ten days' notice in writing, to take the work entirely into his own hands, declaring the contract cancelled, and employing, if necessary, any materials or plant belonging to the Contractor, which he may consider requisite, paying for the same at his own valuation.

14. The Executive Engineer is similarly empowered to annul the contract should he consider that there has been unnecessary delay on the part of the Contractor in attending to or carrying out the instructions relative to the prosecution of the work or in the supply of stores. In the event of the contract having to be cancelled through non-fulfilment of any of the conditions on the part of the Contractor, the amount or so much thereof as may be necessary of the guarantee fund or other security deposited by the Contractor shall be and remain the property of Government in or towards satisfaction of any loss sustained by Government by reason of such breach of contract.

15. No portion of the reserve or guarantee fund can be demanded by the Contractor till such time as the Executive Engineer grants a certificate of completion of the terms of his contract; but in cases of contracts extending over 12 but not less than 18 months the reserve may be paid to the Contractor in the last month of the official year (provided the contract has been in force not less than six months) under the following conditions:—1st, that the Contractor has completed the terms of his contract both as regards quantity and quality of work performed or stores supplied; and, 2nd, that such payment is not to be considered as a final adjustment of the accounts to date, or to invalidate any of the terms or conditions of the contract.

16. When two or more persons combine to take up a contract, it will be absolutely necessary for them to appoint some one person (either partner or otherwise) to be their accredited agent, and to give him powers of attorney to receive payments on account of the work contracted for and to grant receipts; this power of attorney to be lodged in the hands of the Executive Engineer. In the event of one or more of the partners in the contract wishing to withdraw this power of attorney and to transfer it to some other person, he or they must give one month's warning of this in writing to the Executive Engineer, who may on the receipt of such warning consider himself at liberty at any time within the month to declare the original contract null and void, precisely under the same conditions as for non-fulfilment of work, &c., and thereon, i.e., after giving ten days' notice in writing, take over the work and materials on the part of Government, making such arrangements for its progress as above provided in paragraph 7 of these conditions.

17. The final adjustment must invariably be preceded by a thorough re-measurement of the whole of the work performed, which will be made by the Executive Engineer or his authorized representative, and at which the Contractor or his accredited agent must be present. For this purpose a written notice will be sent to him at least ten days before the date fixed for the measurement, appointing the day, hour, and place of meeting. Should he not attend to this, the measurements will proceed without him, and will be conclusively binding upon him.

18. The Contractor will furnish, free of charge, all labor and tools required for such examination of the work as the Executive Engineer at any time considers desirable; failing which he may have this done at the Contractor's cost, deducting the charges incurred from his bill.

19. When a dispute arises between the Executive Engineer and Contractor as to either quantity or quality of any work performed, the matter will, at the requisition of the latter, be referred to the Chief Engineer, who shall be empowered to appoint an Officer or Upper Subordinate to measure and examine the work in the presence of the Contractor. Due notice, as in paragraph 17, will be given to the Contractor regarding the time and place of making these measurements, &c., and should he not be present or be represented by a duly accredited agent, the Chief Engineer may decide the case finally on the report furnished to him by the Departmental Officer deputed as above; any objections to the measurements taken, &c., must, moreover, be stated to the deputed Officer at the time, and a copy of the same in writing forwarded to him for submission with his report to the Chief Engineer in case of the occurrence of any dispute or difference (other than that provided for by paragraph 19) arising between him and the Executive Engineer or any officer subordinate to him in regard to the construction of any of the above conditions or to any other question proceeding therefrom and any and every such decision shall be final and conclusively binding on the Contractor and shall not be subject to question or review upon any ground whatsoever.

Not to be applicable in supply of stores.

21. Paragraphs 4, 6, 7, 9, 10, and 12 are not to be considered as applicable in a contract for the supply of stores of any kind.

OFFICE OF THE SUPERINTENDING ENGINEER,
5th Circle.

Perrinakuzhi 14th Sept 1887.
Sept-20.

No. *108175*

From *Lieut. Col. A.C. Smith R.E.*

~~The~~ Superintending Engineer.

5th Circle.

To

The *Chief Engineer*
S. P. W.

Sir,

ENCLOSURES. 1

654.8
7-8-89
1. *Agreement* I have the honor to state that either my clerk made an omission in copying my letter No. *760.T.8* or the same has been mis-quoted either by you or the Government Solicitor or both.

2. My draft of para No. 1 reads thus:—

"This deposit" (by which is meant the particular deposit of Rs 100) "is not referred to in the agreement and no special stipulation entered therein as to its forfeiture."

3. The omission of the word "special"

*The Govt. Engineer
has not
correctly
copied
the
draft*

"Special" you will observe makes
all the difference.

4. Under the circumstances and
considering the opinion of the Govern-
ment Solicitor, I now ask permis-
sion to pay the amount viz
Rs 114-3-4 claimed by the Contractor.

I have the honor to be

Sir,

Yours most-obdt. Servt.

H. Smith Esq. Lt. Col. R.E.

Supg. Engineer V Circle

P.S. x

The original agreement called
for is sent herewith.

Ald.

2391

8

memo no 33020 of 19-7-75

H/B
338
7821

As there has been
no direct loss to Govt,
the Contractors deposit,
with the interest which
has accrued, may be
refunded.

Quere
24.8.89

C.E. VI Circular
by Mr. A. V. 24/8

I think the account ought to
be printed on one leaf +
that the last line clause 14
ought to be omitted in the form.
It ought to state the words "the copy-
of Govt." By whom was the form settled?
Also I note that it is stamped with a
Court fee stamp, which is not then
paid more.

1st
2nd
Office note written to C
A.S. 16/8. Hm 24/8. S.S.
26.11.89
22/8
29/8

7-9-89

P. W. D. CIRCLE.

7821

From
The Superintending Engineer,
6th Circle.

To
The Chief Engineer
P.W.D.
No. 108175 Madras

Dated 14th Aug 20th. } August 1889
Received

Enclosure. 1

Stating that either by
Superintendent's Clerk made an
omission in Copy of letter No.
76075 or the same has
9-7-89
been misquoted either
by the Chief Engineer or the
Govt Solicitor or both, &
furnishing the copy of
paras of the draft of letter
above referred to, regarding
with
(8)