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Government of West Bengal

Public Works Department

Public Works Department

Code

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APPENDIX 1

(See rule 91 of the Code, Volume I)

Rules for the guidance of Government servants requiring anti-rabic treatment

(a) General Directions

1. [Patients when bitten by an animal unless it has disappeared or been killed (in which case, if rabies be suspected, they should proceed to the nearest treatment centre immediately) are advised to consider the following points before deciding to have a course of anti-rabic treatment:—

- (1) A rabid animal may be furious or it may be paralysed.
- (2) An animal may be rabid without being afraid of water.
- (3) An animal is never infective more than 10 days before it becomes rabid.
- (4) Full course of treatment is only necessary in the case of bites which have broken the skin, or when the saliva has come in contact with a fresh cut or abrasion.
- (5) The risk of infection has become very small two months after the person has been bitten.
- (6) Never kill the animal until certain that it is rabid, but see that it is impossible for it to bite any one else or to fight with stray dogs. If it lives for 10 days after biting any one, treatment is not necessary.
- (7) If the dog is suspected to be rabid, do not wait for the brain to be examined before treatment is commenced as a negative result of the examination is inconclusive.
- (8) If after reading the above one is still in doubt a detailed telegram to Pasteur Institute, School of Tropical Medicine, Calcutta, will not cause much delay and may save much anxiety and expense.]²

2. After it has been decided to undergo a course of treatment no time should be lost in starting treatment at the nearest treatment centre as the earlier this is commenced, the better.

3. In all cases where a Government servant requires anti-rabic treatment, unless he is the head of the department, he should produce a letter from his immediate superior to the Medical Officer-in-charge of the authorised dispensary that he is a Government servant.²

(b) Concessions to Government servants and their families.

4. [Government servants serving in the mufassal and under the necessity of leaving their headquarters or stations to obtain anti-rabic treatment at an authorised hospital or dispensary or at the Pasteur Institute, Calcutta, are entitled to the following concessions:—

- (I) When the Government servant is in receipt of a substantive pay of not more than Rs. 100 per mensem he will get the following concessions:—

²See instruction issued under Medical and Public Health Department Memo No. 4680/2P/9/48 (101), dated 20th October 1948, Part I, (section on General Directions) and Part II (portion of clause 8).

- (a) Actual travelling expenses for himself and attendant, if any, for journey to an authorised hospital or dispensary and back, namely:—
- (i) a single fare each way by railway of the class by which he is entitled to travel while on duty,
 - (ii) for journeys by road or river and ocean steamers the actual cost of transit not exceeding the amount admissible under the rules;
- (b) Free treatment;
- (c) An advance of one month's pay to be recovered in not less than three and not more than 12 monthly instalments; and
- (d) One month's casual leave or when the appointment of a substitute is necessary one month's extra leave on average pay which will not be debited to the Government servant's leave account, any leave required in excess being granted under the ordinary rules.¹

(II) Government servants drawing a substantive pay of over Rs. 100 to Rs. 500 would get the same concessions except that they should get an advance to meet the charge on account of travelling allowance to which they are entitled under the rules to be recovered along with the advance of a month's pay in not less than 3 and not more than 12 monthly instalments.¹

(III) Government servants drawing a substantive pay of not more than Rs. 25 would, in addition to the concessions allowed to Government servants under rule I, be entitled to maintenance allowance during treatment as well as during the journey to and from the authorised hospital and dispensary at the rates of daily allowance admissible to officers of the 3rd and 4th classes as the case may be.¹

5. If a member of the family of a Government servant is bitten by a rabid animal the above concessions regarding travelling allowance and advance of pay and free treatment will apply as if he was himself bitten and was in need of anti-rabic treatment. An advance of travelling allowance for an attendant, to be recovered along with the advance of travelling allowance for the patient, may also be given at the rate sanctioned for the patient if the Government servant concerned is in receipt of a pay not exceeding Rs. 100 per mensem.¹

Note. A Government servant's family includes, provided they are residing with him and are wholly dependant upon him, his wife (but not more than one wife), his legitimate children and step children, and his parents, sisters and minor brothers.¹

6. The concessions granted to Government servants proceeding to an authorised dispensary for anti-rabic treatment are admissible to holders of temporary as well as permanent appointments. In the case of the former, the pay which they draw in their temporary or officiating posts, should be taken as "substantive pay" for the purposes of these rules.¹

¹See instruction issued under Medical and Public Health Department Memo No. 4660/2P/9/48 (101), dated 20th October 1947 as also embodied in Appendix 18 of West Bengal Fundamental Rules, Vol. II 1953.

APPENDIX 2-A

(See rule 105 of the Code, Volume I)

A. Report of professional examination of.....

(Vide rule 105 of the Public Works Department Code, Volume I, embodying the Professional Examination Rules).*

Name of President and members of the Committee.

1., Superintending Engineer.

..... Circle, President.

2., Member.

3., Member.

Name of candidate.....

Date of joining first appointment in the Department of.....

Tabulation sheet.

Name of candidate.....

Subject.	Full marks.	Pass marks.	Marks obtained.	Time.	Other remarks.
Paper I (written)	..				
Paper II (written)	..				
Oral test	..				

We, the undersigned, certify that the above is a fair and impartial report of the examination of.....; that the examination was performed in our presence on the.....day of.....19 , and that the candidate had no aid from books or any other source.

....., President.

....., Members.

.....

*Based on form in appendix to rules in Chapter VI of rules regarding the professional examination for officers of the Irrigation and Waterways Department and the Public Works Department as provided in "The Services (Training and Examination) Rules, West Bengal, 1953."

APPENDIX 2-B

(See rule 110 of the Code, Volume I)

B. List of officers who will appear at the half-yearly Departmental Examinations held by the Public Service Commission, West Bengal, in
..... 19 ..*

Serial No.	Name of officer and his service with date of appointment (reference to current Civil List to be supplied).	District and Division where posted.	Subject with standard in which liable to examination.	Subject with standard in which officer appeared in the past and failed with dates thereof.	Subjects with standard in which officer intends to appear.
1	2	3	4	5	6

*Based on form in Appendix B to Chapter II, Section (A), on General rules regarding Departmental Examination as provided in "The Services (Training and Examination) Rules, West Bengal, 1953."

APPENDIX 3

(See rule 145 of the Code, Volume I)

(Special rules governing conditions of service of work-charged establishments)

A. General

1. Members of the work-charged establishment are not entitled to any pension or to leave salary or travelling or other allowances except in the following cases:—

- (a) Wound and other extraordinary pensions and gratuities are in certain cases admissible in accordance with the pension rules.¹
- (b) Single railway fares or the actual necessary cost of travelling may be allowed by the Divisional Officer for journeys performed (1) within the jurisdiction of his local Government or to and from a district of foreign State or settlement adjoining his division, and (2) in the interest of the work on which the men are employed or in connection with any other public work provided they can carry out such work without detriment to their main functions.¹
- (c) Grain compensation allowance is admissible to men who are drawing rates of pay which have been fixed with reference to normal circumstances.¹
- (d) Cases of special sanction as hereinafter provided in this Appendix.

No. 1.—This rule is not intended to interfere with the discretion of the Subdivisional Officer to grant short casual leave on full pay or on reduced wages subject to such general rules regarding the grant of casual leave to ordinary establishments as may be prescribed by the Local Government.¹

Note 2.—This rule does not apply to members of temporary establishment entertained for the general purposes of a division or subdivision or, for the purpose of the general supervision as distinct from the actual execution of work. The leave salaries, travelling allowance and other allowances of such establishments are regulated by the rules applicable to temporary establishments.¹

2. No bills need be prepared in support of claims for travelling expenses. Payments should be made on Hand Receipts which should set forth all the necessary particulars of the journey performed and of the expenses claimed and should be countersigned by the Divisional Officer prior to payment.²

B. Scales of pay, etc.

3. (1) Each category of staff mentioned in the statement in Annexure 'A' will draw—

- (i) pay in the respective scale shown in column 3 of the said statement read with West Bengal Services (Revision of Pay and Allowances) Rule 1961;

¹See rule 231 A of West Bengal Financial Rules, Volume 1.

²See rule 231 B of West Bengal Financial Rules, Volume 1.

³See Works and Buildings Department Memo. No. 1410(2)E., dated 26th April 1949 and No. 64(2)E., dated 6th January 1950.

- (ii) house-rent allowance at the rate prescribed by the Finance Department. Persons whose time-scale does not rise above Rs. 75 per month shall draw house-rent allowance as for persons in inferior service; the rest shall draw it at the rates applicable to persons in superior service.¹

(2) Overtime allowance at the rate of five annas per hour for duty in excess of eight hours a day in the case of drivers, and at the rate of five annas per hour for work between 8 p.m. and 4 a.m. if the work is in excess of normal work of not less than 8 hours a day in the case of other category of staff mentioned in the said annexure, shall be paid subject to the proviso that the overtime allowance shall not be admissible to those members of the staff who occupy rent-free quarters provided by Government at a reasonable distance (say, half-a mile) from the place of their duty. In the case of a driver remaining absent from headquarters for several days on duty, overtime allowance may be allowed at the above rate subject to a maximum of Rs. 2-8 as for each 24 hours' absence calculated from the hour of starting from headquarters. Further overtime allowance may be allowed at the above rate if he has to remain absent from headquarters for more than 8 hours after the expiry of first 24 hours' absence from headquarters on duty and so on.¹

(3) The foregoing benefits have been given effect to since the first day of March 1949.²

4. Road gangs (mazdoors) shall, with effect from 1st April 1961 and until further orders, be allowed a consolidated monthly pay at rates indicated below:—

(a) Persons who were in service on 31st March 1961:—

(1) Rs. 62 only per month in areas where House Rent Allowance is not admissible subject to the condition that those who are drawing salaries at a higher rate, if any, will continue to do so;

(2) Rs. 67 per month in areas where House Rent Allowance is admissible subject to the condition that those who are drawing salaries at higher rates, if any, will continue to do so.

(b) Persons who entered service on 1st April 1961 or thereafter:—

(1) Rs. 60 in areas where House Rent Allowance is not admissible.

(2) Rs. 65 in areas where House Rent Allowance is admissible.

in addition Rs. 2 per month in lieu of leave shall also be drawn.

5. (1) Work Assistants with minimum qualification of Sub-overseer or who pass the Departmental test will draw pay in the scale of Rs. 125—3—140—4—200 (Efficiency Bar after 10th stage) and those who possess the minimum academic qualification of a pass in School Final Examination or its equivalent and have not passed the Departmental test shall draw pay in the scale of Rs. 100—3—136—4—140.

(2) the benefit of incidental scale of pay for Work Assistants has been in vogue since the first day of January, 1946.

¹See Works and Buildings Department memo. No. 1410(2)-E., dated 26th April 1949 and No. 64(2)-E., dated 6th January 1950.

²See Works and Buildings Department memo. No. 1445-E., dated 4th May 1951 as amended by Government Order No. 2194-E., dated 8th June 1956 and No. 5287-E., dated 18th December 1957.

³See Works and Buildings Department memo. No. 2759-E., dated 23rd August 1946.

⁴See Works and Buildings Department memo. No. 3242-E., dated 5th November 1948.

C. Travelling allowances, etc.

6. (1) Work-assistant on transfer from one station to another in the interest of public service will draw travelling allowance, road mileage, etc. at the rate indicated below:

(a) Single Inter-class railway fare for self and for members of the family for journeys by rail.⁵

(b) Single road mileage for self at the rate to which his grade entitled him and extra road mileages on the scales laid down in rule 100-B(b) of the West Bengal Service Rules, Part II.¹

(c) Cost of transport of personal effects as admissible under rule 100-C of the West Bengal Service Rules, Part II.¹

(2) No transit pay will be admissible in view of rule 95, West Bengal Service Rules, Part I.¹

(3) The aforesaid benefit has been given effect to since 1st September 1953.¹

7. (1) Work-charged overseers and work-assistants who are required to travel extensively within their respective jurisdiction in the interest of Government work and maintain a cycle therefor shall be allowed a cycle allowance at the usual rate, viz., Rs. 5 per month plus 50 per cent increase over the prescribed rate for so long as the percentage increase will remain in force. The benefit has been given effect to since 1st November 1947.²

(2) A certificate from the Subdivisional Officer that the work-charged over-seer/work-assistant is required to maintain a cycle in the interest of Government works should accompany each bill in which the allowance is drawn.²

8. (1) Work-assistants will draw daily allowance according to normal rules for period of halt at stations outside their respective jurisdiction, when they are deputed to such stations for work connected with the transportation of materials, and will also draw in addition travelling expenses as admissible under rule 231A of West Bengal Financial Rules reproduced in paragraph 1 hereinbefore provided. The daily allowance shall be reduced by half if the period of halt exceeds 10 days.³

(2) Work-assistants posted under Darjeeling Division may draw travelling allowance at the rate applicable to permanent Government servants of Grade III for their journeys on duty beyond a radius of 5 miles from their headquarters.⁴

9. Staff employed in the work-charged establishment except otherwise provided by rules herein contained will in connection with their halts at places outside their respective jurisdiction when they are required to go out on tour in the interest of Government work, draw daily allowance under the normal rules in addition to the actual travelling expenses admissible to them under rule 231A of the West Bengal Financial Rules reproduced in paragraph 1 hereinbefore provided. The order has been given effect to since 1st March 1954.⁵

¹See Works and Buildings Department memo. No. 2401-G., dated 17th September 1953.

²See Works and Buildings Department memo. No. 3221-G., dated 3rd November 1945.

³See Works and Buildings Department memo. No. 1590 (2)-G., dated 12th May 1949.

⁴See Works and Buildings Department memo. No. 1281-G., dated 30th April 1952.

⁵See Works and Buildings Department memo. No. 835-E., dated 16th March 1954.

D. Leave

10. (1) Contingency staff of the categories mentioned in the said statement in Annexure 'A' may be allowed sick leave on half pay on production of medical certificate up to a maximum of 12 days in a year. In addition, casual leave as usual shall be admissible to them.¹

(2) Superior non-gazetted staff on the work-charged establishment shall be granted 15 days' leave on full pay in a year on production of medical certificate. Casual leave as usual shall also be admissible to such staff.¹

(3) The inferior staff on work-charged establishment shall be granted 12 days' sick leave on half-pay in a year on production of medical certificate in addition to the casual leave as usual. A list of inferior staff is given in Appendix 8 of West Bengal Fundamental Rules. In case of doubt whether a particular post belongs to the superior or to the inferior staff in work-charged establishment, the matter may be referred to Government for decision.¹

(4) Road gangs (Mazdoors) shall be allowed weekly rest for one day namely on Sundays or on local Hat-days. They shall not be allowed any casual leave or leave of any other kind with pay; but in lieu of such leave they shall be given an extra pay of Rs. 2 per month over and above the pay admissible to them under paragraph 3 hereinbefore contained, provided the number of days worked during the month exceeds 15. This pay should be shown separately in the pay bills. For each day of absence from duty not covered by the concession herein provided, one day's pay shall be forfeited.²

(5) Subject to the condition that whenever duty is interrupted all claims to leave earned up to the date will be forfeited, an overseer or a surveyor or a work-assistant on the work-charged establishment may be granted leave in accordance with the principles of rule 168(i) 172(a)(ii), 174(b) and (c) and proviso (a) to rule 174 read with Note 1 West Bengal Service Rules, Part I, provided that the leave allowance shall not exceed what remains from the pay of the absentee after due provision is made for effective discharge of his duties during his leave.³

(6) Grant of leave to work-charged Assistant Engineers will be regulated in the following manners:—

- (a) Earned leave shall be admissible at the rates prescribed by Rule 168(i) of the West Bengal Service Rules, Part I;
- (b) Half-pay leave on medical certificate or on private affairs shall be admissible at the rates prescribed in Rule 172(a)(ii) *ibid*;
- (c) Extraordinary leave shall be admissible on the analogy of Rules 174(b) and (c) and proviso (a) to Rule 174 read with 'Note 1' thereunder in the West Bengal Service Rules, Part I.
- (d) No leave shall be granted to a work-charged Assistant Engineer whose service would have otherwise terminated for the abolition of the post held by him or for any other reason.⁴
- (e) In cases where officiating arrangements are made in place of work-charged Assistant Engineers on leave, the leave salary shall not exceed what remains from the pay of the absentee after due provision is made for effective discharge of his duties during his leave.⁴

¹See Public Works Department memo. No. 1641-E., dated 25th March 1963.

E. General Provident Fund/Gratuity

11. Wor-charged staff including contingency staff of the categories mentioned in said statement in Annexure 'A' will be eligible:

- (i) to contribute to the General Provident Fund according to the General Provident Fund (West Bengal Services) Rules;¹
- (ii) to gratuity in deserving cases on the merits of each case.¹

F. Contributory Provident Fund

12. Each work-assistant shall be admitted to a Contributory Provident Fund under rule 4(1)(b) of the Contributory Provident Fund Rules (Bengal), to which Government will make a contribution equal to 6½ per cent. of his pay.²

Accountant General
Govt. Servs. Circle B

¹See Works and Buildings Department memo. No. 1410(2)-E., dated 26th April 1949 and No. 64(2)-E., dated 6th January 1950.

²See Works and Buildings Department memo. No. 2759-E., dated 23rd August 1946.

ANNEXURE A

Serial No.	Category of employees.	Sanctioned scale of pay.
1	2	3
1	Coolies, Chowkidars, Work-charged Peons, Meth-rs, Domes, Fireman, Sweep-rs, Lorry cleaners, Electrical cleaners, Glass-cleaner, Hammerman, House-Laskar, Darwan, Night-Gaurd, Work-gnard, Mali.	Rs. 13—1/5—17. Persons serving in Calcutta, Howrah (Sadar,) Alipur (Sadar) and Darjeeling districts shall draw in addition, a compensatory allowance of Rs. 2 per month.
2	Khalasis, Liftmen, Pumpmen, Road-Mates, Serdar-Coolies as well as Fitter-Coolies, Gharami, Head Darwan, Sarang, Sikligarh, Godown Khalasi, Dindal Khalasi, Electrical Khalasi, Artisan Khalasi, House Khalasi, House bearer, Skilled cleaner, Helper to Mechanic driver as employed in Governor's Estate Division.	Rs. 21—1/4—24
2A	Work-Sardar employed in Governor's Estate Division.	Rs. 30—2/2—40.
3	Assistant (Turner, Winder, Fitter), Plumbing Mistry, Assistant-Mechanic, and Artisan.	Rs. 25—2/2—35.
3A	Senior Mali (employed in Governor's Estate Division).	Rs. 20—22—4/2—50.
4	Fitters, Winders, Testers, Turners, Carpenters, Blacksmiths, Masons, Painters, Work-Super-visor, Tailor, Polisher, Electric Mistry.	Rs. 30—2/2—40—4/2—60.
5	Junior Wiremen	Rs. 25—2/2—35.
6	Senior Wiremen	Rs. 30—2/2—40—4/2—60.
7	Head (Winder, Turner, Tester, Fitter and Wireman).	Rs. 60—4/2—80.
8	Drivers (Diesel Engines and Road Rollers)	Rs. 30—2/2—40—4/2—60.
9	Drivers (Lorry), Grader-Driver	Rs. 60.
10	Electrician, Frigidaire Mechanic, Air-conditioning Mechanic, Driver Mechanic, Diesel Roller-Mechanic.	Rs. 80—4/2—100.]

¹See Works and Buildings Department memo. No. 1410(2)-E., dated 26th April 1949 and No. 64(2)-E., dated 6th January 1956.

APPENDIX 4

Showing the minimum periods for which the Public Works Department records should be preserved in Divisional and Subordinate Offices.

I. Accounts Records (P.W.A. Code Forms.)

No. of form as given in the P.W.A. Code.	Bengal Form No.	Special forms in use in this Presidency.	Description.	Minimum period fixed for preservation.		Remarks.
				Original or foil.	Copy or copy foil.	
1	2	3	4	5	6	7
1	4758	..	Cash book ..	20	20	Public Works Accounts Code, Paragraph 540. (1 Audit Code, Article 542(2).
2	4761 and 4762	..	Imprest cash account ..	10	3	
3	2615	..	Receipt for payment to Government.	..	3	
4	4763	..	Treasury remittance book	3	..	
5	4764	..	Cash balance report ..	3	2	
6	..	..	P. W. cheques counterfoils	..	5	
7	4765	..	Indent and invoice for stores.	10	5	
8	4766	..	Register of stock receipts/ issues.	5	5	
9	4767	..	Abstract of stock receipts	5	..	
10	4770	..	Abstract of stock issues ..	5	..	
11	4773	..	Yearly balance return of stock.	5	5	
12	4775	..	Yearly register of stock ..	5	..	
13	4778	..	Accounts of receipts of tools and plant.	5	5	
14	4780	..	Account of issue of tools and plant.	5	5	
15	4782	..	Register of tools and plant	5	..	
16	4785	..	Road metal return ..	5	5	The period to count from the last day of the year of the closing of the estimate for the construction or repair of the road concerned.

No. of form as given in the P.W.A. Code.	Bengal Form No.	Special forms in use in this Presi- dency.	Description.	Minimum period fixed for preservation.		Remarks.
				Original or foil.	Copy or copy foil.	
1	2	3	4	5	6	7
17	4787	..	Road metal rate book ..	10	..	
18	4788	..	Survey report of stores ..	..	5	
19	4791	..	Sale account ..	..	5	
20	2413	..	Acquittance rolls—			
			Salary	35	..	Public Works Account Code, Article
			Travelling allowance ..	3	..	508(1).
21	4794	..	Muster roll	10	..	
22	4795	..	Casual labour roll ..	10	..	
23	2900	..	Measurement book ..	10	..	India Public Works Department Code, paragraph 169.
24	4796	..	First and final bill ..	10	5	Or when relating to large project, 5 years after closing of the estimate whichever is later. ^o
25	4797	..	Running account bill A ..	..	5	
26	4799	..	Running account bill B ..	..	5	
27	4801	..	Running account bill C ..	..	5	
28	4806	..	Hand receipt	10	5	Or when relating to large project, 5 years after closing of the estimate whichever is later.
29	4807	..	Pay bill of work charged establishment.	35	..	Ditto.
31	4886	..	Indenture of secured ad- vances.	10	..	Ditto.
32	4809	..	Petty works requisition and account.	10	..	....
33	4810	..	Works abstract—A ..	10	..	Ditto.
34	4812	..	Works abstract—B ..	10	..	Ditto.
35	4813	..	Detailed statement of expenditure on materials.	10	..	Ditto.
36	4815	..	Outturn statement of ma- nufacture.	10	..	Ditto.
37	4814	..	Report of value and verifi- cation of unused materials.	10	..	Ditto.

No. of form as given in the P.W.A. Code.	Bengal Form No.	Special forms in use in this Presidency.	Description.	Minimum period fixed for preservation.		Remarks.	
				Original or foil.	Copy or copy foil.		
1	2	3	4	5	6	7	
38	4817	..	Register of clearance of suspense account "Materials."	10	..	Or when relating to large project, 5 years after closing of the accounts of work concerned.	
39	4 19	..	Work slip (copy)	..	..	3	
40	4820 and 4821.	..	Register of works—A	..	10	..	Subsequent to the completion of the works the expenditure on which is recorded in them.
41	4822 and 4823.	..	Register of works—B	..	10	..	Ditto.
42	4824	..	Register of manufacture	..	10	..	Ditto.
43	4825	..	Contractors' ledger	..	10	..	
44	4826	..	Detailed completion report	..	..	3	If any copies are retained under any local orders.
45	4827 and 4828.	..	Completion statement of works and repairs.	..	..	3	Ditto.
46	4829 and 4830.	..	(1) Register of revenue realised. (2) Register of refunds of revenue. (3) Register of receipts and recoveries on capital account. (4) Register of recoveries on revenue account.	5	..	..
48	4834	..	Statement of rents recoverable from pay bills.	..	..	5	Provided none of the balances are outstanding on date of destruction. Divisional record is in remittance book.
49	4837	..	Register of rents of land and buildings.	5	..	..
50	4836	..	Consolidated treasury receipt.	..	..	..

No. of form as given in the P.W.A. Code.	Bengal Form No.	Special forms in use in this Presidency.	Description.	Minimum period fixed for preservation.		Remarks.
				Original or foil.	Copy or copy foil.	
1	2	3	4	5	6	7
52	4839	..	Register of cheque/recpt book.	5	..	After date of record of last completed copy foil entered in the register.
53	4840	..	Transfer entry order ..	..	5	
54	4841	..	Transfer entry book ..	5	..	
55	4842 and 4843.	..	Advice of transfer debit/credit.	5	5/5	
56	4844 and 4845.	..	Acceptance of transfer debit/credit.	5	5/5	
57	4846	..	Register of transfers awaited.	5	..	
58	4847	..	Register of sanctions to fixed charges.	5	..	
59	4848	..	Register of miscellaneous sanctions.	5	..	from date of completion.
60	4849	..	Register of Divisional—Accountant's audit objections.	5	..	Ditto.
61	2567	A.G.B. 365	Schedule docket ..	..	..	Divisional record is in works abstract.
62	4850	..	Schedule for percentage charges.	..	..	Divisional record is in transfer entry book.
65	..	A.G.B. 365 .	Schedule docket for deposit works.	..	5	
68	4852	..	Schedule of purchases ..	..	..	Divisional record is in suspense register.
69	4853	..	Schedule of purchase (alternative form).	..	..	Ditto.
70	4854 and 4855.	..	Schedule of miscellaneous public works advances.	..	..	Ditto.
71	4856	..	Schedule of London stores	..	5	Following the limit for suspense register.
73	..	A.G.B. 365.	Stock account ..	..	5	
75	..	..	Schedule of rents of land and buildings.	..	..	Divisional record is in the register (Form No. 49).
76	..	A.G.B. 36-(a).	Schedule of debits/credits to miscellaneous heads of accounts.	..	5	

No. of form as given in the P.W.A. Code.	Bengal Form No.	Special forms in use in this Presidency.	Description.	Minimum period fixed for preservation.		Remarks.
				Original or foil.	Copy or copy foil.	
1	2	3	4	5	6	7
77	..	A.G.B. 362.	Schedule of debits/credits to remittances.	..	5	
78	4857, 4858 and 4859.	..	Schedule of deposits ..	..	..	Divisional record is in deposit register.
			Cash Abstract Book (P. W. A. 81).	..	..
79	....	..	Schedule of deposits (alternative form).	..	..	Ditto.
80	..	A.G.B. 361.	Monthly account ..	..	5	
81	4859	..	Abstract book ..	..	..	The use of this form is optional.
84	4860	..	Divisional officer's report of scrutiny of accounts.	..	5	
85	4861	..	Register of interest-bearing securities.	10	..	Counting from the date of completion in all respects.
86	4862	..	Account of interest-bearing securities.	..	..	The divisional record in the register (Form 85).
87	2460	..	Indent for service postage stamps.	..	3	
91	4866, 4867, 4868 and 4869.	..	Annual certificate of balances	..	5	
92	4870	..	Register of measurement books Part I for ordinary books.	10	..	After completion of register.
	4871	..	Part II standard measurement book.	Permanent.	..	
93	4872	..	List of monthly subdivisional accounts.	5	..	
94	4873	..	Detailed list of works abstracts.	5	..	
95	4874	..	Register of miscellaneous recoveries.	5	..	
96	4875	..	Memorandum of periodical review of registers.	..	..	These memos. should be posted to the respective registers
97	4876	..	Register of destruction of records.	Permanent.	..	
98	4877	..	Confidential report on the work and conduct of Divisional Accountants.	..	..	Office copies are not to be kept.

II. Accounts Records (other than those in P.W.A. Forms) and Non-Account Records

Description of forms.	Minimum period fixed for preservation.	Remarks.
Certified copies of Sub-divisional Officer's Cash books.	3 years.	
Daily report for reading labour	3 "	
Daily (or ten-day) report	3 "	
Daily report of labour	3 "	
Allocation sheet of labour	3 "	From date of last entry.
Note books	3 "	
Day-book for large works carried on by daily labour to be detailed by sub-heads.	3 "	From date of completion of the work.
Day-book for works done by daily labour generally but partly by contracts.	3 "	Ditto.
Day-book for works done partly by contract, partly by petty contract and partly by daily labour.	3 "	Ditto.
Day-books for task work	3 "	Ditto.
Account of receipts and issues of materials	3 "	Ditto.
Requisitions	3 "	Ditto.
Requisitions, military works	3 "	Ditto.
Contract certificate	5 "	Ditto.
Petty contract bill	5 "	
Hand receipt	5 "	
List of payments	3 "	
Schedule of transfers	3 "	
Memo of receipts and charges	3 "	
Gazetted officers' salary bills	3 "	
Non-gazetted officers' salary bills	Permanent.	
Gazetted officers' travelling allowance bills	3 years.	
Non-gazetted officers' travelling allowance bills	3 "	
Executive Engineer's acknowledgment of responsibility.	3 "	
Imperial revenue receipts	3 "	
Provincial revenue receipts	3 "	
Return of public buildings rented and available for rent.	3 "	

Description of forms.	Minimum period fixed for preservation.	Remarks.
Indent for and invoice and acknowledgement of supplies received from other departments.	3 years.	
Register of sanctions to estimate	Permanent.	
Register of liabilities incurred but not liquidated	3 years.	
Application for reappropriation of budget grant	3 ..	
Register of appropriations	3 ..	
Supplement to balance return of tools and plant	3 ..	
List of officers occupying public buildings (military)	2 ..	
List of officers occupying public buildings (Civil)	2 ..	
Completion certificate of original works and special repairs.	2 ..	
Completion certificate of repairs	2 ..	
Monthly reports of works or repairs completed during the month.	5 ..	
Advice and audit and statement of correction ..	3 ..	
Report after one year's probatory service in overseers.	Permanent	
Annual roll of Engineers and subordinates ..	Do.	
Classified list and distribution returns, corrections to.	2 years.	
Detailed statement of permanent establishment	Permanent.	
Statement of proposition for revision of establishment.	Do.	
Application for leave	Do.	
Register of buildings in cantonments ..	Do.	
Register of buildings	Do.	
Register of churches belonging to Government ..	Do.	
Annual estimate of stores required from England	2 years.	
Annual statement of expenditure on stores ..	2 years.	
Inspection report of Superintending Engineer ..	Permanent.	
Report on relief of Subdivisional Officers ..	3 years.	
Nil form	3 ..	
Indent for printed forms	2 ..	
Register of securities	Permanent	
Inspection report of Accountant-General, West Bengal.	Do.	

Description of form.	Minimum period fixed for preservation.	Remarks.
Schedule of rates	Permanent.	Until revised.
Minor works return	1 year.	
Last pay certificates (copies)	3 years.	
Accountant-General's audit notes (copies)	3 "	
Treasury pass-books	3 "	
Post-office Savings Bank pass book	To be kept until returned to the depositor.	
Treasury chalan	Permanent.	
Finance and administrative accounts	Do.	
Register of receipt books	Do.	
Register of cheque books	Do.	
Register of pass-book (post-office pass Book)	Do.	
Copy of imprest cash book sent to the officers from whom imprest is held.	3 years.	
Voucher files	5 "	
Register of deposits	Permanent.	
Register of note books	Do.	
Account file	3 years.	
Security bonds	One year after the service terminated.	
Field books and level-books	20 years.	
Statement of temporary office establishment	3 "	
Register of unclaimed wages	3 "	
Office copies of approximate account of revenue and expenditure.	3 "	
Statement of savings and excesses	1 year.	
Rejected tenders	1 "	
Capital and revenue accounts	Permanent	
Tender files	Five years from date of completion of work.	
Records relating to services, appointment, promotion, reversion, etc.	Permanent.	
Correspondence regarding acquisition of lands and properties.	Ditto	

Description of forms.	Minimum period fixed for preservation.	Remarks.
Correspondence regarding leases and rents	Permanent.	
Correspondence regarding original preparation of projects.	Ditto	
Estimates for original works	Ditto	<i>Departmental Estimates Roads, Canals, Canteen</i>
Local Government and Accountant-General's circulars.	Ditto	
Packing account of files	2 years.	
Local purchase sanction files	1 year.	
Professional papers—Indian Engineering, etc.	Permanent.	
Correspondence books with Subdivisional Officers	3 years.	
Half margin files	1 year.	
Ordinary newspapers	1 "	
Directories	1 "	
Reports of disasters, heavy floods, etc.	Permanent.	
Superintending Engineers' circulars	Do.	
Application for pension or gratuity	3 years.	
Non-gazetted officers' leave application	3 "	
Half margin memo.	1 year.	
Estimates for repairs	3 years.	
Police forms	3 "	
Register of lands	Permanent.	
Register and accounts of endowed monuments	Do.	
Register of letters received and issued	Do.	
Register of stationery	3 years.	
Public Works Department Codes and form-books	One copy of latest edition of each volume.	
Civil Service Regulations	Ditto.	
Postal and Telegraph guides and directories, etc.	One copy of each of the latest editions.	
Calcutta Gazette	1 year	In Executive Engineer's office. ✓
	Permanent	In Superintending Engineer's office.

Description of forms.	Minimum period fixed for preservation.	Remarks.
Exchange Gazette	1 month.	
Quarterly Civil List	Last edition.	
Subdivisional progress report	One year after completion of work.	
Divisional monthly progress report	Ditto.	
Dak and peon-books	1 year.	
Register of estimates for estimators	3 years.	
Numerical registers of receipts and issues	Permanent.	
Attendance Register	3 years.	
Order books	Permanent ..	
Service books	Do.	
Register of service books	Do.	
Record of personal matters concerning persons in the service of Government.	Do.	
Files of standing orders	1 year.	
Roll of warrant officers and sergeants of unauthorised list.	Permanent or one year after the officer quits the service.	
Receipts and certificates of transfers of Executive Engineers.	5 years	
Printed budget estimates	3 ..	
History of Services	Last edition.	
Personal register	Permanent.	
Register of leave	Do.	
Table of distances	Latest edition.	
Office copies of the monthly audit notes and objection statements.	5 years	.. In divisional offices.
Subdivisional Bill Book (form No. 2867)	10 ..	In subdivisional offices.
Register of Check and Original Measurement (Form No. 2861).	5 ..	Ditto.
Stamp Register (Form No. 42)	3 ..	Ditto.

APPENDIX 5

(See rule 192 of the Code, Volume I)

Rules for the selection of sites for Public buildings.

(a) The selection of sites for Civil buildings shall ordinarily be made by a standing committee composed of the District Officer as President and the Civil Surgeon, the Executive Engineer and an officer representing the department concerned as members. In the case of Police buildings the Superintendent of Police will represent the department. The Committee will be assembled by the District Officer at the request of the Executive Engineer. In outlying stations officers may, on their own responsibility, depute their subordinates to represent them on the Committee.

(b) The Executive Engineer will prepare a plan of the site selected embodying such information as may be necessary in each case, e.g., if the site is on land liable to be flooded, the highest flood level should be shown with reference to the general level of the site. He will forward this plan, with the proceedings of the committee, after both have been countersigned by the members, to the Superintending Engineer of the circle.

(c) The Superintending Engineer will, if he approves of the site and arrangement of the buildings, countersign the plan and forward it with the proceedings to the Deputy Inspector-General of Police where the sites relate to police buildings, or to the head of the department concerned in other cases for countersignature and disposal. If he does not approve of the site or arrangement of the buildings, the Superintending Engineer will discuss the matter with the President of the Site Committee, and, if unable to agree, will forward the plan to the Deputy Inspector-General or to the head of the department concerned with his opinion.

(d) In case of police buildings the Deputy Inspector-General will forward the site plans and the proceedings direct to the Executive Engineer duly approved and countersigned. In case of other Civil buildings, the plans and the proceedings relating to selection of sites for subsidiary as well as main buildings, which are to be erected in the compounds of existing public buildings (e.g., a new main building of a hostel in the compound of a school or college), will only be sent direct to the Executive Engineer by the head of department concerned duly countersigned, provided that the officers composing the Site Selection Committee unanimously agree as to the sites proposed, and provided further that the cost is less than Rs. 20,000 in each case and the site does not relate to buildings considered important from administrative point of view. In other cases procedure outlined in clauses (e) and (f) should be followed.

(e) The plans with the proceedings of selection of sites for buildings (not being police buildings) of the categories, namely:—

- (i) all buildings which are considered to be important from an administrative point of view, e.g., magazines, treasuries, sub-treasuries and the like, irrespective of the consideration as to whether they may be located in the compounds of existing buildings or on land newly acquired or to be newly brought under use;
- (ii) all buildings—main or subsidiary—costing Rs. 20,000 and over, irrespective of the consideration as to whether they are to be constructed on new sites or in the compounds of existing buildings;

- (iii) all buildings or groups of buildings such as subdivisions, headquarters, munsifis, schools with hostels and the like to be selected on sites newly acquired or to be newly brought under use.

should be transmitted by the head of the department to the Commissioner of the Division for his sanction, countersignature and return to the Executive Engineer.

(f) If the officers composing the committee are unable to agree as to the site proposed, the case should be, in case of police buildings referred to the Deputy Inspector-General, and in case of other civil buildings to the Commissioner of the Division for decision. A note of any objections made should be attached to the proceedings of the committee. After deciding the case so referred, the Deputy Inspector-General or the Commissioner will communicate his decision and send the plan of the site approved by him to the Superintending Engineer for necessary action, and at the same time he will communicate his decision to the President of the Site Committee.

(g) In all cases where the views of the Deputy Inspector-General or the Head of the department differ from those of the Site Selection Committee and/or the Superintending Engineer, the matter should be referred to Government in the administrative department concerned for decision, through the Inspector-General in case of police buildings or through the Divisional Commissioner in case of other civil buildings, who should record his own views when submitting the case to Government.

(h) In the case of important buildings, the Deputy Inspector-General or the heads of departments will, before countersigning the plan, send it through the Inspector-General where the building is a police building or direct to the Director of Public Health for opinion.

(i) Two plans are required. In addition to the block plan showing the position of the subsidiary buildings with reference to the main buildings on the site selected, a small scale plan is required showing the position of the site with reference to its surroundings on north, south, east and west.

(j) In view of the importance of selecting sites for agricultural farms with special reference to the agricultural conditions of districts and of the desirability of enlisting public co-operation in the establishment of such farms, the Director of Agriculture should ordinarily represent the department in the standing committee which should also be assisted by the following officers and gentlemen in the selection of sites for farms:—

- (1) The Deputy Director of Agriculture.
- (2) The Chairman, District Board.
- (3) The Settlement Officer, if there is one in the district.
- (4) Any prominent residents whom the Site Selection Committee may like to co-opt.

The Director of Agriculture, West Bengal, may, on his own initiative, co-opt one or more of the other Deputy Directors of Agriculture if he considers it desirable in any particular case.

(k) **Health Centre buildings.**—Prior approval of the District Officer will not be necessary in sanctioning lay out plans of the Health Centre buildings on the selected site. Lay out plans of such buildings may be finalised by the Executive Engineer-in-charge in consultation with the Chief Medical officer of Health and signed by the Executive Engineer and the Chief Medical Officer of Health in token of their approval.

APPENDIX 6

(See rule 197 of the Code, Volume I)

A. The various items that a National Highway Project Scheme should ordinarily contain are listed below for easy reference and for checking up whether these have been included or considered.

1. Report.—1.1 Preliminary—
 - (i) Authority.
 - (ii) History, Geography, Climate, etc.
 - (iii) Necessity.
- 1.2. Road Features—
 - (i) Alignment.
 - (ii) Longitudinal section and plan.
 - (iii) Masonry works (other than bridges, culverts, causeways, and road-dams).
 - (iv) Road Land; building lines; control lines.
 - (v) Traffic.
 - (vi) Formation width; pavement type, and width.
- 1.3. Materials and labour—
 - (i) General.
 - (ii) Quarries.
 - (iii) Labour.
 - (iv) Transport.
- 1.4. Bridges and culverts—
 - (i) Major bridges.
 - (ii) Minor bridges and culverts; drainage.
- 1.5. Rates and Specifications—
 - (i) Schedule rates.
 - (ii) Rate justification.
 - (iii) Specifications.
- 1.6. Miscellaneous—
 - (i) Rest houses; temporary quarters.
 - (ii) Arboriculture, nurseries, wells, ferries.
 - (iii) Surveys.
 - (iv) Works establishment.

- (v) Machinery, tools and plant.
- (vi) Agency of execution.
- (vii) Working seasons; period for completion of the work.

1.7. General considerations.

2. Specifications.

3. Estimates—3.1. Detailed estimates and abstracts for—

- (a) Surveys;
- (b) Land acquisition;
- (c) Main road work;
- (d) Masonry works for bridges, culverts, causeways, important retaining walls, etc.
- (e) Rest houses, temporary structures, inspection sheds, etc.
- (f) Arboriculture;
- (g) Any other important item;
- (h) Major technical supervision.
- (i) Other miscellaneous items.

3.2. General abstract of cost.

3.3. Design Calculations.

4. Analyses of rates—

- (i) Detailed analyses of rates for each item.
- (ii) Quarry charts.
- (iii) Road metal rate books.
- (iv) Current schedule of rates.

5. Drawings—

- (i) Key map.
- (ii) Index map.
- (iii) Preliminary survey and location plans.
- (iv) Detailed plan and longitudinal section.
- (v) Detailed cross-sections.
- (vi) Land acquisition plans and schedules.
- (vii) Detailed designs for masonry works.
- (viii) Plans for dak bungalows, rest houses, etc. (including site plans).
- (ix) Land plans for quarries.

Note.—Every item should be mentioned even if the report thereon be “nil” (vide Special Chief Engineer’s No. 1730-C, dated 5th June 1950 to Superintending Engineer, Road Planning Circle).

B.—The plans and drawings should be prepared according to standards for sizes of maps and scales laid down in the following chart.—

Name of drawing.	Size of map.	Scales recommended.
1. Key map	.. 13 in. by 8 in.	.. 1 inch to 1 mile ½ inch to 1 mile ¼ inch to 1 mile 1/16 inch to 1 mile
		} Depending on the extent of area to be covered.
2. Index map	.. 13 in. by 8 in. in successive sheets.	1. inch to 1 mile, where the project extends over several miles, index plans for each section to a scale of 1 inch to 1 mile should be provided.
3. Preliminary survey or location plans.	33 in. by 8 in. 27 in. by 20 in. 20 in. by 15 in. 16 in. by 13 in. 13 in. by 8 in. depending on the extent of area to be covered.	.. 8 inches to 1 mile, or 16 inches to 1 mile.
4. Detailed plan and longitudinal section.	33 in. by 18 in.	.. (i) Rolling open country, 1 inch to 200 feet for ground plan and horizontal distances of the longitudinal section. (ii) Close country, 1 inch to 100 feet for ground plan and horizontal distances of the longitudinal section. (iii) Vertical scale for longitudinal section, 1 inch to 20 feet.
5. Cross-sections	.. ....	1 inch to 20 feet (natural).
6. Land plans for roads, quarries, rest houses, etc.	33 in. by 18 in.	..
7. Masonry works, dak bungalows, Rest Houses.	One of the following: 40 in. by 27 in. 33 in. by 18 in. 27 in. by 20 in. 20 in. by 15 in. 16 in. by 13 in. 13 in. by 8 in.	Working drawing 1/8 inch to 1 feet. Details—¼ in., ½ in., or 1 inch to a foot. Enlarged drawings—1/8th, ¼th, or ½ full size (or fractions such as 1-16, or 1/24 inch, etc.).

C. The documents should be bound into separate books as follows.

Cover No. 1 and report

- (1) Front page (in prescribed form).
- (2) List of contents.
- (3) Report.
- (4) General Specification.
- (5) General abstract.
- (6) Key map.
- (7) Index map.

Cover No. 2 and estimates and calculations (road)

- (1) List of contents.
- (2) Detailed Estimates: (a) Earth work (detail and abstract), (b) metalling and material details, (c) Details of miscellaneous items.
- (3) Road metal rate book.
- (4) Quarry chart.
- (5) Land and property acquisition estimate.
- (6) Analyses of rates.
- (7) Calculations.
- (8) Miscellaneous.

Cover No. 3 and plans (road)

- (1) List of contents.
- (2) Preliminary survey or location plans.
- (3) Detailed plan and longitudinal section.
- (4) Detailed cross-sections.
- (5) Land acquisition plans and schedules.
- (6) Detailed designs of masonry works, curves, etc.
- (7) Drawings for dak bungalows, rest houses, etc.
- (8) Land plans and schedules for land to be acquired for quarries, etc.

Cover No. 4 and estimates and calculations (bridges)

- (1) List of contents.
- (2) Tabular statement of bridges and culverts, showing catchment areas, width, etc.
- (3) Detailed estimates for bridges and culverts.
- (4) Calculations for bridges and culverts.

Cover No. 5 and plans (bridges)

- (1) List of contents.
- (2) Detailed drawings for bridges and culverts.
- (3) Trial pit and burning plans, etc.

Explanatory.—Cover No. 1 is intended to contain a full general account of the proposals with an abstract of the whole project showing the total cost, authority for sanction, Job No., head to which the cost is to be debited, and other particulars as required by audit. From the contents of this cover, which must contain the Key Map and the Index Map, all the proposals made should be capable of being generally understood.

Cover Nos. 2 and 3 should contain all particulars of the road work including miscellaneous items and buildings. The estimate particulars, calculations, and analyses of rates, etc., should be in Cover No. 2 and the drawings in Cover No. 3 except that the quarry charts on foolscap size paper should be in cover No. 2.

Cover Nos. 4 and 5 should contain similar particulars about bridges, No. 4 containing typed and written matter and No. 5 drawings.

Note.—A duplicate set of at least the following items of documents should be enclosed with each scheme for record with the Government of India:—

- (i) All items in cover No. 1.—The 'General Abstract' should include quantities and rates for all items including land acquisition.
- (ii) Road Metal rate book (cover No. 2) in case the 'General Abstract' (cover No. 1) does not include rates for quantities of metal involving different leads. Alternatively, a certificate that the rates provided for maintenance in each mile are as per sanctioned Road Metal Rate Book.
- (iii) Quarry chart and analyses of rates (Cover No. 2) for items not included in the schedules.
- (iv) All items in cover No. 5.

(Vide Government of India, Ministry of Transport, No. WI-12(49)/48, dated 27th July 1949 to Provincial Governments in file C IE-6/49.)

APPENDIX 7

(See rule 207 of the Code, Volume I)

Rules for the preparation and maintenance of standard measurement books

- (1) The records of standard measurements should be kept in a special measurement book.
- (2) The entries in the measurement books should be made entirely in ink, and all corrections initialled by the Subdivisional Officer.

(3) The striking off or interpolating of items should be allowed only when there is room in the book to make the entries neatly and intelligibly, and the total is changed once only, such striking off and interpolations being signed by the Subdivisional Officer or other responsible officer. If the total has to be changed a second time, then re-writing should be done.

(4) Measurements that can be referred to in the former measurements by the page and item number and do not require alteration, need not be re-written in detail.

(5) Item number should be given to each total on a page.

(6) The outsides of all buildings should be taken separately and the correct room for entering the measurements of paint work of a door or a window should be the room into which the door or window opens.

(7) The Executive Engineer should check at least 10 per cent. and Subdivisional Officers 20 per cent. of the standard measurements and should pay due attention to their reliability. The prescribed percentages should be applied to the entries in each standard measurement book.

(8) The Executive Engineer will sign in full every copy of the standard measurement books after satisfying himself that it is accurate. He will be held personally responsible for this.

(9) The Subdivisional Officer or the subordinate preparing the bill should certify on bills paid on standard measurements that the whole of the work (or work since previous running bill, as the case may be) as per standard measurements has been done and that it has not previously been billed for in any shape.

(10) An annual report should be submitted by the Executive Engineer to the Superintending Engineer stating that all the standard books of the division have been inspected by him, that the entries therein have not been tampered with and that all corrections and alterations in the buildings have been noted in the books and that the latter are reliable and up to date records.

A copy of the Executive Engineers' reports to Superintending Engineers will be forwarded to the Accountant-General, West Bengal, direct by the Executive Engineers.

APPENDIX 8

(See rule 215 of the Code, Volume I)

Rules for enlistment of contractors in Public Works Directorate.

For the purpose of enlistment of contractors in the Public Works Directorate all works to be executed through the Directorate are divided into three categories, namely—

- (i) Category A—General works, i.e., works other than plumbing or electrical works;
- (ii) Category B—Plumbing works; and
- (iii) Category C—Electrical works.

2. The classification and the number of contractors to be enlisted under each category shall be as follows :

Class. (1)	Sanctioned No. in each class. (2)	Area of operation. (3)	Financial limit. (4)
Category A (for general works.)			
I	150 for State ..	State as a whole ..	For works estimated above Rs. 1 lakh and up to Rs. 2 lakhs.
II	225 for State ..	State as a whole ..	For works estimated above Rs. 50,000 and up to Rs. 1 lakh.
III	225 in one composite list for Divisions in Calcutta and 24-Parganas district taken together and 50 for each mofussil division	All the divisions concerned. Respective Circles.	For works estimated above Rs. 25,000 and up to Rs. 50,000.
IV	300 in one composite list for divisions in Calcutta and 24-Parganas district taken together and 100 for each mofussil division	All the divisions concerned. Division from which enlisted.	For works estimated up to 25,000.
Category B (for sanitary and plumbing works).			
I	50 for State ..	State as a whole ..	For works estimated above Rs. 30,000 and up to Rs. 75,000.
II	100 for State ..	State as a whole ..	For works estimated above Rs. 10,000 and up to Rs. 30,000.
III	150 for State ..	State as a whole ..	For works estimated up to Rs. 10,000.
Category C (For electrical works.)			
I	30 for State ..	For works estimated above Rs. 10,000 and up to Rs. 25,000.	For all electrical installation works not exceeding 650 volts and covering parts 1, 2, 3, 4, 6, 7A and II of the syllabus for Supervisors as per rule 48(i) of the Indian Electricity Rules, 1937. Ditto.
II	45 for State ..	(a) For works each estimated above Rs. 3,000 and up to Rs. 10,000. (b) For works, each estimated to cost up to Rs. 3,000.	(b) For electric installation works above 250 volts and not exceeding 650 volts covering parts 3, 4, 6 and 7A only of the syllabus for Supervisors as per Rule 48(i) of the Indian Electricity Rules, 1937.
III	90 for State ..	For works each estimated up to Rs. 3,000.	For electric installation works not exceeding 250 volts covering parts 1, 2 and 11 of the syllabus for Supervisors as per rule 48(i) of the Indian Electricity Rules, 1937.
	Special 40 for State ..	For works each estimated up to Rs. 25,000.	For electric installation works covering parts 5, 7B, 7C, 9 and 10 of the Syllabus for Supervisors as per rule 48(i) of the Indian Electricity Rules, 1937 and also for works relating to aerial lines exceeding 650 volts.

3. The principles to be followed in enlistment of contractors shall be as follows :

- (1) Applications from all intending contractors shall be invited by means of advertisement with the widest publicity so as to reach Government before a specified date.
- (2) Those who have already applied for enlistment without waiting for advertisement, shall, on the issue of advertisement in terms of (1) above, submit copies of their previous applications with full particulars as required under these rules, or shall submit fresh applications with all the requisite particulars.
- (3) Each applicant in his application shall furnish the following particulars and shall attach a certificate from a responsible gentlemen of status that the particulars are true to his knowledge and belief —
 - (a) The name and address of the person or firm.
 - (b) The extent of his own share in the firm and the names and shares of other partners, if any; each partner being specifically designated by name and address.
 - (c) The amount of his capital and the manner in which it is held. Necessary papers in support of the financial position must also be furnished by the contractors applying for enlistment in Classes I and II of the general lists of contractors, in Class I of the list of plumbing contractors, and in classes I, II and Special of the list of electrical contractors.
 - (d) Specification of capital in tools and plant, if any.
 - (e) Labour force, if any, at his disposal or under his command.
 - (f) Important works of Government, public bodies or private individuals executed by the applicant in the past. Nature and value of each work executed and the year of execution to be stated. Certificates of authorities concerned as to the satisfactory and timely execution of the works to be furnished, where possible.
 - (g) Any disability or disqualification imposed on him by the Government in the past and brief description with reasons for such disability or disqualification.
 - (h) The name of surety or sureties and the amount of security which the applicant for enlistment in classes III and IV of the general list of contractors, in Class II or Class III of the list of plumbing contractors, or in Class III of the list of electrical contractors can produce in support of his good conduct and behaviour as a Government contractor in case he cannot furnish evidence of financial sufficiency and stability by bank references.
 - (i) Relationship, if any, with any officer serving in Public Works Department.
 - (j) The plumbing license or the electrical license according as the contractor is an applicant for enlistment in the list of plumbing or electrical contractors.
- (4) Previous political disability or disqualification attaching to an applicant shall no longer ban him from being enlisted as a Government contractor, unless it is proved that he is a source of danger to the State.

- (5) After all such applications for enlistment have been received, Government will consider all the applications and pass appropriate orders in each case about final enlistment. Due weight will be given to any national service rendered in the past by the applicants. Special consideration will also be given to the displaced contractors from East Bengal among the applicants who have permanently transferred their business and residence from East Bengal to West Bengal after winding up their business in East Bengal.
- (6) The approved lists of contractors already published shall continue to operate. The supplementary lists of contractors, which may be published from time to time, according to vacancies available, shall come into operation as soon as such lists are published.
- (7) Reputed electrical firms qualified for the special class of electrical contractors may be enlisted in the interest of Government even without applications being received from such firms in the manner prescribed above. Any such list or lists of special class electrical contractors shall come into operation as soon as the list or lists are published.
- (8) Inefficient and dishonest contractors shall, with the previous sanction of Government, be removed, black-listed, banned or suspended in terms of the rules in paragraphs 4 and 5 of this appendix.
- (9) The enlisted contractors of the one class shall not be allowed to tender for works above or below the financial limit prescribed for that particular class.

4. Registration will be without limit as to time but may be cancelled without notice for any of the following reasons:—

- (i) Failure in tendering to observe the instructions given in tender forms including schedule thereto.
- (ii) Failure to quote in response to invitations given on four successive occasions.
- (iii) Submission of four successive quotations all of which are fifty per cent. or more above the quotation ultimately accepted.
- (iv) Failure to secure a contract after twelve successive tenders had been submitted or during the period of three years, whichever is less.
- (v) Failure to perform a contract or contracts satisfactorily and in accordance with the contractual obligations.

5. The punishments of "blacklisting", "banning" and "suspension of business" are more severe than removal in so far as the firms so dealt with will not be eligible to do business with Government as explained below:—

- (i) Blacklisting—When firms are found guilty of malpractices like bribery, corruption, etc., they shall be placed on the blacklist. This may be either for a limited period or for an indefinite period and involves an immediate cessation of business with the Department of Public Works and possibly also with other departments of the Government of West Bengal.
- (ii) Banning—Where "blacklisting" is not justified, the punishment of "banning" is sometimes inflicted. This is normally for a specified period and involves a cessation of business with the Department of Public Works only.

- (iii) Suspension—When a *prima facie* case of corruption, etc., is made out against a firm, business with them in the Department of Public Works shall be “suspended”. This is an ad-interim order pending final decision.

APPENDIX 9

(See rule 236 of the Code, Volume I)

The persons mentioned in column 2 of the Schedule below have been authorised to execute, on behalf of the Governor, the contracts and assurances mentioned in the corresponding entries in column 3 of that Schedule made in the exercise of the executive power of the State and expressed to be made by the Governor.

The Schedule

Serial No.	Persons.	Contracts and assurances.
(1)	(2)	(3)
1	Secretaries, Additional Secretaries, Joint Secretaries, Deputy Secretaries, Under Secretaries, Assistant Secretaries and Additional Assistant Secretaries to Government.	All contracts and assurance relating to matters concerning their respective Departments.
****		****
29	Chief Engineers, Superintending Engineers, Executive Engineers, Director, River Research Institute, West Bengal, Superintendents of Works, Divisional Officers, Subdivisional Officers, Assistant or Assistant Executive Engineers, Military Secretary to His Excellency the Governor of West Bengal, Superintendent of Governor's Estates, West Bengal, The Chief Engineer, Public Health Department, West Bengal (subject to any limit fixed by departmental orders).	(a) All contracts and assurances relating to purchase, supply and conveyance or carriage of materials, stores, machinery, etc. (b) All contracts and assurances relating to the execution of works of all kinds, connected with buildings, bridges, roads, canals, tanks, reservoirs, docks, harbours and embankments and also instruments relating to the construction of water-works, sewage work, the erection of machinery and the working of coal mines.

Serial No.	Persons.	Contracts and assurances.
(1)	(2)	(3)
		<p>(c) Bonds of auctioneers and security bonds for the due performance and completion of works.</p> <p>(d) Security bonds for the due performance of their duties by persons in the service of the Government whom the officers specified in this item have power to appoint.</p> <p>(e) Leases for grazing and fishing right for the cultivation of land under the Irrigation Department, leases of water for irrigation and other purposes; leases of water power; and instruments relating to the sale of grass, trees, or other produce on road sides or in plantations or in the compounds of Government buildings.</p>
30	Chief Engineer, Superintending Engineers, Director River Research Institute, West Bengal, Superintendents of Works and Divisional Officers.	<p>(a) Leases of houses, land or other immovable property, provided that the rent reserved shall not exceed Rs. 5,000 a month.</p> <p>(b) All contracts and assurances connected with the re-conveyance of property given as security.</p> <p>(c) Contracts for the recovery of fines on account of drift wood or other timber passing into a canal.</p> <p>(d) Contracts and assurances connected with the collection or farming of tolls at bridges or ferries or other means of communications provided by the State Government.</p>
31	Superintending Engineers	.. Contracts for catering contractors in hotels and tiffin rooms and for the protection of conveyances belonging to the staff working in public buildings.
32	Executive Engineers..	.. Contracts relating to the loan of tools and plant to contractors and others.

Explanation.—The authority conferred under item 1 on the Secretaries, Additional Secretaries, Joint Secretaries, Deputy Secretaries, Under Secretaries, Assistant Secretaries and Additional Assistant Secretaries to Government is in addition to, and does not in any way restrict, the authority conferred on other persons under items 29 to 32, (vide Government of West Bengal, Judicial Department, notification No. 2174-J., dated 22nd April 1952 and such serials of the Schedule attached thereto as concern the Public Works Department).

Note.—Serials omitted in this appendix do not relate to officers of the Public Works Department.

APPENDIX 10

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Form 1

Form of register of land for use in Public Directorate divisions and subdivisions.

Serial No.	Description of land whether roadside land or any other land/nature of land.	Public Works Subdivision and section in which situated.	Thana District.	Name of mouza (as per settlement record).	Jurisdiction list No. or T.L. No.	Settlement khatian No./Plot No.	In whose name recorded in last settlement/ Area in acres.
1	2	3	3	5	6	7	8

Whether demarcated or not, if demarcated, how?	If acquired, L.A. Case No. with declaration No. and date.	If not acquired basis of possession with necessary reference.	Whether available for lease.	Lease No.	Name, father's name and address of leasee.	purport of lease.	Period of lease.
9	10	11	12	13	14	15	16

Date of lease.	Area of land leased (in acres).	Boundary of leased land.	Annual rent.	Date of inspection with signature and designation of the officer.	Date of resettlement, if any.	Remarks.
17	18	19	20	21	22	23

Form 2

Form of lease for roadside land for agricultural purposes

To _____, son of _____, inhabitant of _____, who has applied for the settlement of _____ acres of Government land, specified at the foot of this lease.

The land comprised in this lease is roadside land liable to be used for the upkeep of the _____ road and is leased temporarily subject to section 116 of the Bengal Tenancy Act.

This lease for agricultural purposes is given to you for a term of _____ years commencing from _____ and expiring on _____ on terms hereinafter contained and to be observed by you.

1. The land settled with you shall be subject to road and public works cesses and to any other cesses, which may now or may hereafter be imposed by law in addition to the rent assessed.

2. You shall have no right to any mines or minerals existing in or under the land hereby settled, and Government reserves to itself the right to all such mines and minerals together with such right of way and other facilities as may be requisite for working, getting and carrying away such minerals.

3. You must cultivate your holding with due diligence to the satisfaction of Government.

4. You shall not make any excavation of earth on the land, nor shall you use the land in any manner which would materially impair its value or render it unfit for the purpose of the tenancy.

5. You shall keep intact and well defined the boundaries of your holding and shall point them out when required by the Collector, the Executive Engineer or the District Engineer to do so, or to any person duly authorised by any of these officers to inspect them. You shall not encroach on, or wrongfully occupy any *halat*, *gopath*, common pasture ground, or any *khas* land of Government.

6. You must not, without the sanction of the Executive Engineer, erect any structure, shed or homestead on the land.

7. If Government should require the land or any portion thereof during the term of this lease for a public purpose, you will give up the land or the portion thereof required without objection on receipt of one month's notice. In the event of Government resuming the land you shall within one month from the date of service of the notice of resumption be entitled to remove any buildings which, with such permission as aforesaid, you erected thereon. Any building not so removed within that period shall become the property of Government. If the whole of the demised land is so resumed this lease will forthwith be determined and in the event of a part of the land being so required you shall get proportionate reduction of rent for the unexpired period of the lease, and such compensation as may be held fair and reasonable in either case for such crops as may be on the land at the time it is resumed, but you shall not be entitled to any compensation for the land itself.

8. For the purpose of maintaining the road, Government shall be entitled to take earth from any part of the demised land when there are no crops thereon and if the land thereby becomes unfit for cultivation for the year you shall get proportionate remission of rent for it.

9. You shall not, by filling them up or by constructing any dam across them, stop, or otherwise cause any obstruction to any navigable or drainage *khal* or any other stream or channel within or close to your holding.

10. The lands settled with you shall be heritable, but not transferable, during the pendency of the lease.

11. You shall not be permitted to sublet any lands of your holding either on produce or cash rent, without the Executive Engineer's permission previously obtained in writing.

12. You must pay your rent and cesses at the rate and according to the instalments mentioned at the foot of this agreement. If you fail to pay the said rent and cesses on due dates, they may be recovered from you as a public demand.

13. If you fail to pay the salami charged for this settlement according to the instalments shown below, it will be recoverable from you or your successor-in-interest under the law for the time being in force for the recovery of the public demand.

14. The lease may be resumed by Government at the close of any agricultural year with one month's notice.

15. If you fulfil the conditions of this lease you will be entitled to its renewal at such rent and on such conditions as may then be determined by Government; but, if you fail to observe any or all of the conditions, then it shall be competent for the Executive Engineer by process of law at any time hereafter to re-enter upon the demised holding or any part thereof in the name of the whole, and thereupon this lease shall absolutely determine in respect of the whole holding, but without prejudice to any right of suit of Government in respect of any antecedent breach of any of your covenants herein contained.

Schedule *

Plot No.	Area in acres or bighas.	Class of land.	Rate of rent/cess.	Rent/cess.	Instalments.	Remarks.
1	2	3	4	5	6	7

*If the rent is progressive the necessary particulars will be entered in the schedule.

demise unto the Lessee all the piece or parcel of land in the First part of the Schedule hereto more particularly described (hereinafter referred to as "the said land") to hold the same unto the Lessee for a term of _____ day of _____, 19____ year from the _____ paying therefor the rent at the times and in manner hereinafter in the Second Part of the said Schedule specified.

5. The Lessee hereby covenants with the Governor of the State of West Bengal to observe and perform all the covenants, conditions, stipulations and agreements in the said Second Schedule contained provided always and it is expressly agreed and declared that if the rent hereby reserved or any part thereof shall at any time be unpaid for twenty-one days after becoming payable whether formerly demanded or not or if any covenant, conditions, stipulation or agreement on the tenant's part herein or in the said Schedule hereto contained shall not be performed or observed or if the Lessee or other person in whom for the time being the term hereby created shall be vested shall become insolvent or shall allow any execution or attachment to be thereof which may now or may hereafter be lawfully imposed on the said cases it shall be lawful for the Lessor or any proper officer at any time thereafter to re-enter upon the said land or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any other right of the Lessor whether by law or under these presents or to the right of action of the lesser in respect of any antecedent breach of lessee's covenants stipulations conditions and agreements.

6. In Witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered by the Executive Engineer of the Division, Public Works Directorate, West Bengal, acting in the premises for and on behalf of the Governor of the State of West Bengal in the presence of:—

(1)

Signed, sealed and delivered by the abovenamed in the presence of:—

(1)

(2)

*Signature of the Executive Engineer
Directorate, West Bengal.*

*Division, Public Works
Signature of the lessee.*

The schedule above referred to

Part I

Particulars of the holding (with the trees thereon)

No. of plot:

Boundaries:

South.....

North.....

East.....

West.....

Area of Plot:

Number of trees of each kind:

(Except and reserved unto the Lessor all mines and minerals of whatsoever nature in or under the said land with full and free right liberty and power unto the Lessor to win work and carry away the same by open or underground working without being liable for any damage thereby occasioned.)

Part II

Covenants, Terms and Conditions

1. The Lessee shall pay to the Executive Engineer as annual rent for the said land, the sum of Rs. _____ only in one instalment on the first day of April.

2. The Lessee shall pay all cesses and municipal or other local rates taxes or other imposition, including both the Lessor's and Lessee's share thereof which may now or may hereafter be lawfully imposed on the said land and any other buildings or other erections thereon whether payable by the owner or the occupier.

3. In the event of the Lessee's not paying instalment of the said rent on or before the date fixed for payment he shall in addition to the arrears pay interest thereon at the rate of $6\frac{1}{2}$ per cent. per annum.

4. In the event of the Lessee's rent or any part thereof falling into arrears it shall be recoverable by the Lessor as a public demand.

5. The Lessee shall not be entitled to claim any remission or reduction of rent on any-ground whatever.

6. The Lessee shall not erect any building or structure on the land without the consent in writing of the Executive Engineer first had and obtained to whom a written application for such consent together with a plan and specifications must be submitted for approval. And he shall only erect such buildings or structures in accordance with such plan and specifications.

7. The Lessee shall keep the boundaries of the land intact and well defined and shall point them out when required by the Collector, the Executive Engineer or the District Engineer to do so, or to any person duly authorised by any of these officers to inspect them, and will when called upon by notice in writing of any such officer erect and maintain proper fences.

8. The Lessee shall take due care of the boundary pillars standing on the land as described in the Part I of the Schedule above and shall repair them at his own cost if they are damaged. On lessee's failure the Executive Engineer may have the work done by any other person or persons and the expenditure so incurred will be recovered from him as arrear of rent, together with interest at the rate of $6\frac{1}{2}$ per cent. from the date of the service of a notice demanding payment of such expenditure.

9. The Lessee shall keep the said land free of jungle and all sorts of nuisance and will not allow water to collect or remain standing in the said land. On his failure to do so the Executive Engineer will remove the same and the expenses incurred for the removal shall be recovered from the lessee as arrear of rent together with interest at the rate of $6\frac{1}{2}$ per cent. from the date of service of a notice demanding payment of such expenses.

10. *When the land is a roadside land the Lessee shall permit the Lessor or his duly authorised officer to take earth from the land for repairs to the road as occasion arises and for that purpose irrevocably grants a license to the Lessor or his duly authorised officer with workmen and coolies to enter upon the said land, but the Lessor shall not make, or permit to be made, any other excavation of earth whatsoever on the said land save for the purpose aforesaid.

11. The Lessee shall enjoy the fruits of all trees standing on the land but shall not cut down or in any way injure such trees.

12. The Lessee shall not be entitled to transfer the land or any portion thereof, to any person by sale, gift, will, mortgage or sublease without the consent of the Executive Engineer.

13. The Lessee shall be entitled to construct one means of egress and ingress from and to any road abutting on the said land over any borrow pits or drain of such road, provided always that the plans and specification for the same have been first submitted to the Executive Engineer and his written consent to the same obtained; but the Lessee shall not otherwise make any causeway, culvert or overbridge over any borrow-pits or drain of any road abutting on the said land without the previous permission in writing of the Executive Engineer.

14. Without the previous permission in writing of the Executive Engineer the Lessee shall not allow the rain water from the roof of any building that he may construct in accordance with the provisions of clause 6 to be discharged upon the public road except by means of a spout or other contrivance intended for the conveyance of water, and connected to a recognised drain for such public road and the Lessee shall erect caves gutters and/or downpipes to convey rain water from the roof of any building erected by him away from the public road if called upon to do so in writing by the Executive Engineer.

15. The Lessee shall not cause the water of any privy or any matter offensive or deleterious to health to flow or be placed on the public road abutting the said land.

16. No latrine shall be constructed on the part of the said land abutting public road and no night soil shall be deposited loaded or unloaded on the side of the road.

17. If the said land or any part thereof shall at any time be required by Government for a public purpose, the Lessee shall vacate the same within one week from the posting or delivery of written notice of such requirement and, unless the same is required for a temporary purpose or part only of the said land shall be required, this lease shall forthwith be determined, provided also that in the event of such determination as aforesaid, the Governor shall pay to the Lessee compensation for any building erected with the approval of the Executive Engineer as provided in clause 6 hereof on the said land and for works executed on the said land incidental to the construction of such buildings by the Lessee and remaining upon the said demised premises, but such compensation shall not exceed the cost of such buildings or their value at the time of such acquisition, whichever shall be less, and in the event of difference between the parties as to the value the matters in dispute shall be referred to the arbitration of two arbitrators,

*May be omitted when the land is used for the purpose of erecting a building.

one to be appointed by each party and their umpire, but the Lessee shall not be entitled to any compensation in respect of the demised land. The said buildings and works shall immediately upon the payment of compensation become the property of the Lessor. In the event of part only of the said land being so required, the lease will be deemed to be determined with respect to that portion only, but will continue in force in respect of the rest with proportionate reduction of rent and the amount of compensation which the lessee will get for so much of the buildings aforesaid as fall within the resumed portion of the land will be determined in the same way as mentioned above. If however, the said land and buildings or any part thereof be required only temporarily, the lease will not determine, but the Lessee will not be able to raise any objection to such use provided that the Lessee will get proportionate remission of the said rent and will also be able to claim such reasonable compensation for the buildings standing thereon as may be agreed upon between the Executive Engineer and the Lessee or which may be settled by arbitration as aforesaid if any difference arises between them.

18. On the expiry of the period of the lease or on the determination of the tenancy for breach of conditions on the part of the Lessee as herein provided, the Lessee shall yield up the demised premises to the Lessor without any claim for compensation for any structure which may have been erected thereon during the term of the lease.

19. The right conferred by clause (h) of section 108 of the Transfer of Property Act of 1882 (Act IV of 1882) as amended from time to time is expressly excluded.

Form 4

Form of agreement of license for construction of culvert and/or approach road over roadside land and drain.

This indenture made the _____ day of _____, 19____, between the Superintending Engineer, _____ Circle, on behalf of the Governor of the State of West Bengal hereinafter called the Licensor (which expression shall include his successor in office) of the one part and _____, son of _____, by caste _____, an inhabitant of village _____, thana _____, parganas _____, in the district of _____, hereinafter called the Licensee (which expression shall also include her/his heirs, executors, assigns, representatives) of the other part.

Whereas the Licensee had applied to the Licensor for permission for the construction of a masonry culvert and/or approach roads _____ feet in length, _____ feet space, and _____ feet height on the _____ mile of _____ road over the _____ (north, etc.) side-drain as per enclosed plan and whereas the Licensee has agreed to construct the said culvert and/or approach roads according to the plan and section annexed hereto and according to the following conditions and whereas the Licensor has given the necessary sanction and permission to the above Licensee to construct the said culvert and/or approach roads according to the said plan and section on the said conditions in letter No. _____, dated _____.

Now this indenture witnesseth that in further pursuance of the aforesaid agreement and that in consideration of the sanction to the construction of the above masonry culvert and/or approach roads at the aforesaid place which is fully described in the schedule below the Licensee binds himself to the following conditions:—

- (a) That the Licensee shall conform to the rules in force regarding culverts.
- (b) That the Licensee shall construct the said culvert and/or approach roads at his own cost in accordance with the said plan and under the supervision of the Superintending Engineer,
Circle, or such officer under him as he may depute on his behalf, and in such a manner that the roadway over the culvert and/or approach roads be not above the berm of the road.
- (c) That the Licensee shall use only such materials in constructing or repairing the said culvert and/or approach roads as are approved by the Licensor or any officer deputed by him.
- (d) That the Licensee shall complete the construction of the said culvert and/or approach roads within _____ months from the execution of this Agreement.
- (e) That the Licensee shall keep the culvert and/or approach roads in proper repair and shall make necessary repairs whenever required by the Licensor to his satisfaction or to the satisfaction of any officer deputed by him.
- (f) That the Licensee shall give 10 days' notice to the Engineer-in-charge of the road before cutting the road for the purpose of constructing or repairing the said culvert and/or approach roads.
- (g) That the Licensee shall at his own cost restore the road to its original conditions after the construction or repair of the said culvert and/or approach roads is finished.
- (h) That the Licensee shall not close the road or in any way hinder the traffic on the road during the construction or repair of the said culverts and/or approach roads.
- (i) That when the road is opened for construction or repair of the said culvert and/or approach roads the Licensee shall duly fence the opening and shall also guard against accidents to the public or traffic at night by placing red lights at suitable places.
- (j) That the Licensee shall not open more than half of the width of the said road at a time so that enough space may be left on the road for the traffic.
- (k) That the Licensor shall have the right to terminate the license at his option, at any time by giving 15 days' notice to the Licensee and the Licensee shall remove the said culvert and/or approach roads and restore the land to its original condition at his own cost within the said 15 days and the Licensee shall not be entitled to claim any compensation on any account whatsoever. On the failure of the Licensee to remove the said culvert and/or approach roads and to restore the land to its original condition within the said period, the Licensor shall be at liberty to do the same and to realise the whole cost from the Licensee.

- (l) That in case of breach of any of the conditions mentioned above the license will terminate automatically and the Licensor will be at liberty to remove the culvert and/or approach roads and to restore the said portion of the land to its original state and condition and to realise the whole cost from the Licensee.
- (m) That the Licensee shall not acquire any right or title to the land on which this culvert and/or approach roads are built or in any portion of the road.
- (n) That the Licensee shall pay in advance to the Executive Engineer, Division an annual license fee of _____ only, or a lump sum of Rs. _____ (Rupees _____) as license fee in lieu thereof for the construction and use of the said culvert and/or approach roads.
- (o) That the original document bearing the full stamp duty shall be retained by the Licensor.

(The schedule referred to)

District.	Pargana.	Touzi.	Thana with J.L. No.	Mouza.	C.S. plot No.	Kind of land.	Area	Remarks.
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In witness whereof the said parties have hereto set their hands and seal the day and year first above written.

Witness:

Signature of the party.

Signature of the Superintending Engineer.

Form 5

Form of agreement for license to erect building or any other structures on land attached to buildings borne on the books of the Public Works Department.

AN AGREEMENT made _____ day of _____ 19 _____, between the Governor of the State of West Bengal to be hereinafter called the Licensor and _____ hereinafter called the Licensees.

WHEREAS the Licensees have applied for permission to erect a building for accommodation of _____ upon the Government land in the vicinity of _____ as shown in the accompanying site plan to which the Licensor has consented upon the terms following:—

It is hereby agreed and declared as follows:—

- (1) That plans of the proposed building shall first be approved by the Collector of the district, in consultation with the Superintending Engineer, before construction is commenced and shall be treated as forming part of this agreement and that the building shall be completed in accordance with such plans. No alterations and additions shall be made to the building without the previous sanction of the Collector of the district.
- (2) That the Licensees shall complete the said building within _____ months from the date when the permission to commence construction is given and failing completion within such time the Government will be entitled to take possession of the land with any buildings thereon without payment of any compensation.

- (3) That the Licensees shall use and maintain the said building for the purpose of expressly and without reservation and that they shall at all times without any objection make such alteration or change in the said building as the Collector of the district, or the Commissioner of the division may by letter under his signature require them to do.
- (4) That the Licensees shall not make any alteration or change in the nature of the land or in the use and occupation of it without express permission obtained from the Collector of the district or the Commissioner of the division, in writing.
- (5) That the Licensees shall not without the express written permission of the aforesaid authorities use the said land or any house erected thereon with the permission of the Licensor for any other purpose than that set out in clause 3 hereof nor shall they be able to lease out or otherwise dispose of the land or any portion thereof without such express written permission.
- (6) That the Licensees shall not by reason of being allowed to use or occupy the land or to erect any structure thereon acquire or be entitled to or claim any right or interest whatever in the soil or ground as noted in the schedule.
- (7) That the Licensees shall bear and pay all existing and future rates, taxes, assessments, duties and impositions and outgoings whatsoever imposed or charged upon the said premises (including any structure or structures which now are or may hereafter be erected or built thereon) or upon the Licensees or the Licensor in respect thereof or payable by either in respect thereof.
- (8) That the Licensees shall maintain the building erected on the land with the permission of the Licensor in a proper state of repair and that they shall at all times without objection make such repairs to the said building as the Collector of the district or the Commissioner of the division may by letter under his signature require to be made.
- (9) That Government may at any time resume the land or require the removal of any building erected on the land whilst in the use and enjoyment of the Licensees under the terms of the agreement, and that if the Licensor do so the Licensees shall without objection comply with the order of resumption punctually and also with the requisition for the removal of the building within the period to be fixed by the Licensor and that the Licensees shall not claim any compensation thereof. And that if the Licensees fail to comply with the requisition for removal of the building within the allotted time they shall be absolutely debarred from any claim to the structures or other properties on the land and they shall be liable to compensate the Licensor for any expenditure incurred in removing the buildings.
- (10) As a consideration for the grant of this licence the Licensees shall pay to the Executive Engineer, Division an annual fee of (Rupees _____), such fee to be paid in advance on the _____ day of _____, 19____ in every year commencing from the _____

- (11) That in the event of the Licensees not paying any fee on or before the date fixed for payment the Licensor shall be entitled to charge and recover from the Licensees interest at the rate of 6½ per cent. per annum on such arrears from the date of default.
- (12) That in the event of the fee or any part thereof falling into arrear the same together with all interest accrued due thereon shall be recoverable as a public demand.
- (13) The licence hereby granted shall be terminable at any time by the Licensor and will be terminated forthwith upon breach of any of the terms and conditions hereof by the Licensees who will forthwith vacate the said land and premises in favour of the Licensor and shall not use it for any purpose whatever without the grant of a fresh licence from the Licensor and the Licensor shall be entitled to assess and recover from the Licensees compensation for any loss or damage occasioned to the Licensor by any such breach of any of the terms and conditions hereof but the Licensees shall have no right to claim compensation on any grounds after termination or by reason of the termination of this licence.

Schedule of Land

Signed and delivered by the—
Licensees in the presence of—

(1)

Signature of the Licensees.

Signed and delivered for and
on behalf of the Governor of
the State of West Bengal in
the presence of—

(1)

*Signature of the Executive Engineer,
Division.*

FORM 6

Form of Annual Report of inspection of Government buildings borne on the books of Public Works Department by Executive Engineer/Subdivisional Officer/Sectional Officer.

Locality.	Name of Building.	Capital cost.	Report of the Executive Engineer/Subdivisional Officer/Sectional Officer.	Action taken by the Executive Engineer.	Remarks of Superintending Engineer.
1	2	3	4	5	6

APPENDIX 11

(See rule 269 of the Code, Volume I)

Rules and instructions for housing, sanitation, etc., in regard to large construction works whether carried out departmentally or by contract.

1. When large construction works are to be carried out either departmentally by the Public Works Department or through the agency of contractors, and especially where workers are to be employed for any length of time in the same area, the Health Department should be consulted beforehand.
2. The Public Works Directorate will inform the Director of Health Services of the nature and magnitude of the proposed work, its location and likely duration, the numbers and classes (composition) of the labour to be employed.
3. The arrangements for medical and sanitary supervision of the labour camp will in general be governed by the following rules, modified or extended by the particular nature of the local conditions, and the composition of the labour force.
4. A conference at the location should be held, attended by the representatives of the Public Works Directorate and the Directorate of Health Services. To this conference, representatives of the District Board (District Health Officer), the District Magistrate and Chief Medical Officer (Health) should be invited. General and detailed proposals should then be drawn up, and if thought necessary these may receive the approval of the Government.
5. The following items should receive detailed consideration:—
 - (a) The responsibility, financial and executive, for such medical and sanitary arrangements as are agreed upon as necessary.
 - (b) The numbers and duties of the medical and sanitary staff, their appointment.
 - (c) Arrangements for supervision and inspection of medical and sanitary arrangements.
 - (d) Arrangements for treatment of latrines and urinals.
 - (e) Accommodation and treatment of cases of infectious disease.
 - (f) The choice of site for the labour camp.
 - (g) Drainage.
 - (h) Water-supply.
 - (i) Food-supply.
 - (j) Conservancy arrangements.
 - (k) Discipline.
 - (l) Housing.
 - (m) Special measures for epidemic diseases.
6. (a) The Public Works Directorate should be responsible for seeing that the medical and sanitary arrangements agreed on are initiated and continued throughout the duration of the camp.
 - (b) The staff considered necessary should be determined by the Health Department and the superior staff should ordinarily be chosen and appointed by them. Medical and sanitary charge should be vested in one Resident Medical Officer.

(c) The medical and sanitary arrangements should be periodically inspected by officers of the Directorate of Health Services (ordinarily the Circle Assistant Director of Health Services. Their reports after approval by the Director of Health Services should be sent to the Public Works Directorate. Joint inspection by the Circle Assistant Director of Public Health and Public Works Directorate officers will be beneficial and will obviate the necessity of too many reports and enable immediate action to be taken on the spot.

The District Health Officer's co-operation is essential. He is interested, on the one hand, in maintaining the health of the labour force so that they may not be a danger to the inhabitants of the district, and on the other, must assist in keeping disease from entering the labour camp. He should have power of entry into the camp at all times and it may be desirable for the Health Department to depute official inspectors to him.

(d) A dispensary and a small hospital should be provided in the camp. The hospital should be reserved for treating accidents and cases of minor sickness, in which recovery may be expected in a few days. Arrangements should be made to send cases of serious sickness to the nearest district hospital. It should be possible to call on the services of the District Medical Officer or Chief Medical Officer (Health) for consultation when necessary. The camp hospital should be equipped with standard stores and drugs agreed on previously. In addition to the ordinary hospital, a nucleus infectious hospital should be kept in readiness. A temporary grass hut in the first instance will be sufficient.

(e) *Site*—Whenever possible highland with satisfactory natural drainage, well shaded and watered should be selected. It should be thoroughly cleared of standing crops, scrub, jungle, etc. The precincts should also be cleared for 100 yards from the outskirts. Where the site is to be used for a long period, it should be carefully laid out and planned and proper roads and paths made.

(f) *Drainage*—To carry off rapidly the surface and sub-soil water, a good fall and well planned drains shall be provided.

(g) *Water-supply*—Every source of supply of drinking water shall be under proper supervision to prevent improper use or access to dirty water. A satisfactory fencing shall be provided for every source of drinking water.

Wherever possible there shall be provided a piped water-supply, every tap shall be supplied with an absorption pit five feet deep by five feet square, filled with clean broken road metal. Failing a piped supply, tube-wells shall be provided, wherever possible. Wherever piped water supply or tube-wells are impossible or impracticable a sufficient number of masonry wells or reserved tanks shall be constructed on the site. If permanent wells are provided, all kutchas and temporary wells and tanks shall be closed. For drawing water, every well shall be provided with pump or other satisfactory mechanical arrangements, such as a chain and bucket attached to the end of a single rope passing over a pulley. The indiscriminate dipping of other vessels shall be strictly prohibited.

If tanks exist in a satisfactory state for the supply of water, a selected number shall be definitely reserved for drinking and culinary purposes and no person shall be allowed to camp or wash on the banks. From time to time the tank water shall be disinfected with chloride of lime. The tank may be provided with a pump or a pierghat with pulley and bucket arrangements for drawing water.

Where the site is on the bank of a river, which on account of convenience, is made the general source of supply for drinking water precautions shall be taken to keep the supply pure.

(h) *Food-supply*—Satisfactory arrangements shall be made for the supply of wholesome food at reasonable rates. The sale of unwholesome food, over-ripe fruit and decaying vegetables shall be strictly prohibited and when discovered, seized and destroyed forthwith. Particular attention should be paid to the quality and variety of food supplied for sale. This will depend on the habits and taste of the labour force; in addition to the ordinary commodities, endeavours should be made to supply milk and milk products, and meat of good quality. The supervision of the food-supply should be one of the chief duties of the medical officer in charge. Particular attention should be paid to the protection of food from contamination by dust and flies.

(i) *Conservancy*—This is of primary importance and indiscriminate fouling of the camp and its precincts must be avoided from the first.

If the camp is of considerable size and likely to be occupied for long, some form of permanent latrines will probably be desirable. This will necessitate disposal by trenching. The conservancy under these circumstances should be regulated by special rules made out by the Health Department. The type of latrine, receptacle, removal carts and the system of trenching should be approved by the Health Department and the conservancy carried out strictly according to these rules. If permanent latrines are not thought necessary, the bored hole latrine is a very suitable semi-permanent type under suitable conditions. It is suitable for any type of soil provided the sub-soil water is not within 12 feet from the surface. The deep pit latrine as used in tea gardens and military camps is also a satisfactory type. If bored hole or deep pit latrines are not considered feasible, or where the camp is to be used only for a short period, trench latrine on the Allahabad mela system should be provided. This is a long trench 25 feet long, 4 feet deep and a yard wide. Over this is placed a seating arrangement consisting of two planks 9 inches wide, placed parallel 9 inches apart and joined every 5 feet with a flat piece of wood—the space between the planks runs along over the trench. Three feet length is allowed for each person and some sort of partitions, such as matting, may be placed at this distance right along. The user sits with one foot on each plank. The use of planks is very desirable and keeps the latrine in good order. If these cannot be obtained, ordinary trench latrine may be used in the following manner:—

A trench, forty-eight feet long and ten or twelve inches wide, is marked out and dug to a depth of eighteen to thirty-six inches. Behind this trench a second similar trench is dug. If the latrine is to be made for males, the second trench will be seven feet behind the first trench; if the latrine is for females the distance between these trenches need be four feet only. The earth removed from each trench is pulverised and placed behind the trench, care being taken that a strip of six inches along border of the trench is kept clear to leave room for the feet of the person using the trench as a latrine. Moveable screens are placed both in front of the trench and at the back of the trench behind the pulverised earth. In a latrine for males, each seat must be at least two feet six inches or preferably three feet wide. The separate compartments for men are made by placing screens three feet wide across

the trench; each screen being three feet distant from the next screen. The person using the latrine will squat with one foot on each side of the trench. The screens forming the separate compartments for males are placed directly across the trench, but do not extend to the screen that runs right along the back of the trench; a narrow path is left here for the sweeper to pass along and throw earth over the *excreta*. All outer screens must be six feet in height. Entrance to the latrine can be obtained from either end; the width of this passage should be sufficient to allow the user to enter the latrine easily and without brushing against the walls. The trench, which is 48 feet in length, will be divided in the middle by a partition. There will be 24 feet of trench and each section will hold eight seats for males. When the first trench is filled, the screen in front of it is removed and placed behind the second trench; in this way the screen that was originally behind the first trench now becomes the screen in front of the second trench, and so on, for as many trenches as are required. For the female enclosure, no separate compartments are required. In the open courtyard, rows of trenches are dug four feet apart with the pulverised earth piled up behind each trench ready to be used to cover *excreta*. When the trenches are filled, the matting screens surrounding the enclosure are removed further back to enclose a second set of trenches and so on as required.

Urinals—At the corner of every block of the inhabited side of a camp, public urinals shall be placed. In ordinary soil a pit four feet square and five feet deep shall be dug and filled with road metal up to a depth of four feet. At each corner of the square shall be placed a kerosene tin with a perforated base. Every such tin shall contain sawdust soaked in perchloride of mercury of a strength of one in five hundred, or in quick lime.

Every latrine shall be constantly kept in a state of cleanliness and shall be properly lighted at night. To ensure the use of latrines by every person and to prevent the misuse of the immediate precincts of the camp site, all cover, such as jungle or high crops near or about the camp shall be previously cut down and removed. All shallow depressions, pools and back waters shall, if possible be filled up or fenced round. Satisfactory arrangements for the disposal of rubbish shall be made. The rubbish shall be carried away in baskets to conveniently situated collecting stations, whence it shall be taken in carts to pits previously prepared for the reception of such rubbish. As much of the rubbish as can be burnt shall be so disposed of and the rest buried. Such rubbish as can be dried may be used as fuel by the labour force

(j) *Discipline*—Local sanitary guards should be employed to ensure compliance with camp regulations regarding cleanliness, use of latrines, etc. They should also assist in discovering and reporting cases of illness.

(k) *Housing*—In permanent camps, housing as substantial as is permissible with expense should be provided. Provision of both bachelor and married quarters will be necessary. Barracks and huts should be raised on a plinth of 2 feet, and with open spaces of at least 10 yards between different blocks or between individual ones where possible. In bachelor barracks particularly, through ventilation and proper spacing of beds do more to prevent epidemic disease than any other measure. Beds or sleeping places should be 6 feet apart from each other. The prevention of overcrowding, especially at night, is well repaid in better health, and freedom from respiratory diseases and influenza.

(1) *Special measures for epidemic diseases.*—The diseases likely to give serious trouble are malaria, cholera, dysentery, smallpox, influenza and pneumonia. The possibility of enteric fever occurring in epidemic form should also be borne in mind. The medical officer in charge should be on the outlook for the first cases of infectious and epidemic disease and should report these at once to the District Health Officer and to the Director of Health Services. He should also take appropriate steps in each case as noted below.

Malaria—The effects of a congregation of labour population in a malarious area were first clearly pointed out by Christopher and Bentley. A labour force non-immune to malaria coming into a district where malaria is endemic (even not to a very high degree), may be incapacitated by an epidemic of malaria in a few weeks; while a force of Santhals for instance, coming from a very malarious district and enjoying comparative immunity to malaria amongst adults, but with potent malaria carriers amongst infants and young children, on entering a country of mild endemicity, may promote an outbreak of severe malaria amongst the inhabitants. The consideration of malaria and its possible prevention and control should form one of the main subjects for consideration in the preliminary conference between officers of the Public Works Directorate and of the Directorate of Health Services. The latter will then draw up a set of rules and advice for the particular conditions pertaining. Such advice may envisage the possibility of anti-larval measures in and around the area, the killing of adult mosquitoes, the use of mosquito nets, the possibility of working in intensely malarious areas only in the day time, the use of drugs such as quinine, and plasmoguinine, the treatment of gametocytes carriers and the treatment of actual cases. An epidemic of malaria may break out in the hot weather of May and June, but the regular malarial season starts after the onset of the rains, i.e., about the end of July and continues until the end of October or November.

Cholera—As cholera is an endemic disease in Bengal, it is advisable that the whole labour force should be protected against cholera by inoculation with anti-cholera vaccine. With a good water supply, and conservancy system and good sanitary discipline, there should be little danger of a wide-spread epidemic in the force. Cholera starts in Bengal usually in November and continues (with a slight lull in January) until April or May. Anticipatory inoculation in August and September will avert an outbreak of cholera. The medical and sanitary staff should be alert for initial cases of cholera and should report such cases at once to the District Health Officer and Director of Public Health. If there is cholera in the neighbourhood, all sanitary precautions regarding water, conservancy, and food should be vigorously applied and inoculation against cholera carried out if this has not already been done. On the occurrence of a case of cholera the patient should be removed to the isolation hospital at once. The place and articles infected by stools or vomit should be dealt with at once as following:

- (a) Sprinkling the whole surface with a solution of 1 in 150 Izal or similar disinfectant.
- (b) Removing two inches of soil.
- (c) Covering the area with a layer of bleaching powder.
- (d) Clothing and bedding should either be burnt or soaked for half an hour in a hot solution of 1 in 200 Izal or similar disinfectant with subsequent washing in hot water and drying in the sun.

(e) Cot and articles should similarly be soaked in 1 in 150 Izal for half an hour.

(f) The walls of the hut should be whitewashed.

The *excreta* of patients in the isolation hospital should be passed into 1 in 150 izal or similar disinfectant or strong solution of bleaching powder; after an hour's contact (covered) they may be buried. Quicklime should be used if bleaching powder be not available.

Dysentery and diarrhoea are usually due to contamination of food by dust and flies. The occurrence of these diseases in any number should demand a special investigation.

Enteric fever is a long and debilitating fever. It should not be treated in the camp. Every case of enteric should be reported to the District Health Officer as soon as diagnosed and investigated.

Smallpox—It is endemic in Bengal and begins to appear in November and December, continuing until April or May. Vaccination is a sure preventive, and complete vaccination of the whole force, including women and children should be insisted on. On the occurrence of a case of smallpox it should be isolated at once in a special detached hut; and vaccination or revaccination of all contacts done without delay and the desirability of vaccinating or revaccinating the whole force considered.

The District Health Officer should report to the Resident Medical Officer any outbreak of infectious diseases in the neighbouring villages.

APPENDIX 12

(See rule 297 of the Code Volume I)

A. Rules regarding the sale of Government properties through the agency of an auctioneer.

1. The Executive Engineer of the Division concerned will act for and on behalf of the Governor regarding the sale of Government properties through the Agency of an auctioneer.

2. The Executive Engineer will settle the terms and conditions on which the Government properties are to be sold and the auctioneer will have to accept those terms and conditions in writing before his offer is accepted and he is authorised to hold the auction and sales shall be held subject to such terms and condition.

3. The Executive Engineer shall not be bound to deal with or recognise the purchaser in such auction sale. The Executive Engineer shall only deal with and recognise the auctioneer in respect of such transactions.

4. (1) On the auction of moveable properties the auctioneer shall send to the Executive Engineer the full purchase money within two days of the auction. On receipt of the full purchase money the Executive Engineer shall issue permit order to the auctioneer who may then authorise the purchaser to remove the articles sold within such time as may be specified by the Executive Engineer in the permit order.

(2) On the auction of immoveable properties such as buildings, etc., the auctioneer shall within 3 days send to the Executive Engineer the full purchase money together with security deposit of 10 per cent. on the purchase money. On receipt of the full purchase money and the security

deposit the Executive Engineer shall issue permit order to the auctioneer who may then authorise the purchaser to dismantle and remove the buildings etc., sold.

5. The auctioneer shall be responsible for (a) complete demolition of the building or structure so sold including the foundation, (b) clearing and removal of the materials thereof, (c) refilling the foundation trenches and (d) dressing the site properly within such time as may be fixed by the Executive Engineer prior to the auction.

6. The auctioneer shall, prior to the expiry of the last date fixed by the Executive Engineer as aforesaid, report to the Executive Engineer that the conditions specified in paragraph 5 hereof have been duly complied with.

7. On receipt of the above report the Executive Engineer shall inspect the site and if he finds that the conditions as specified in paragraph 5 hereof have been fully complied with he shall issue a certificate to that effect to the auctioneer.

8. On receipt of the certificate aforesaid the auctioneer shall submit for payment his bill for commission together with the advertisement charges, etc., along with the certificate as mentioned in paragraph 7 hereof to the Executive Engineer who will then refund the security deposit (without any interest) and pay the auctioneer's bill upon the same being found to be correct.

9. In the event of non-compliance or non-fulfilment of the terms and conditions as mentioned in paragraph 5 hereof within the time fixed therefor the purchase money and the security deposit will stand forfeited to the Government and the building or structure or any part thereof standing or any material thereof lying on the site shall become the property of the Government and the Executive Engineer shall have the power to re-sell such building or materials and the auctioneer shall have no claim whatsoever on the proceeds of such re-sale.

10. The auctioneer shall hold the Executive Engineer saved indemnified and harmless against any claim for damages, etc., in the event of any dispute between the auctioneer and any other party with whom the auctioneer may have any transaction regarding the sale of the buildings or structures or demolition thereof.

B. Rules regarding the auction sale of Government properties by departmental officers.

I. Authority

1. On receipt of orders of competent authority, the Executive Engineer concerned shall arrange for the sale of Government properties by public auction for and on behalf of the Governor. Under no circumstances shall any Government property be disposed of by private arrangement without prior approval in writing of the authority sanctioning its disposal.

II. Notice

2. Notice of the auction shall be issued under the signature of the Executive Engineer and actually published at least two weeks before the date of holding the auction, and shall be freely exhibited in public places so as to secure the widest possible publicity. In cases of properties the book value of which is Rs. 500 or more the Executive Engineer may at his

discretion, arrange for advertisement in newspapers for three days, such advertisements also being published at least two weeks before the date of holding the auction.

3. The notice shall invariably include information on the following points in addition to the terms and conditions laid down in the rules under sub-head IV:—

- (a) The place, date and time of the auction.
- (b) Particulars of the properties to be sold, and the place where and the date and time when these can be inspected.
- (c) General conditions governing the sale, viz.—
 - (i) the manner of payment of the purchase price by the purchaser;
 - (ii) the time allowed to the purchaser for removal of any moveable property sold;
 - (iii) the time allowed to the purchaser for the dismantling and removal of any immovable property such as buildings, structures, etc. sold and for clearance and restoration of site;
 - (iv) the amount and the manner of payment of security deposit if any, by the purchaser for due fulfilment of the terms and conditions of sale; and
 - (v) the penalties for non-compliance of the terms and conditions.

4. If any alteration in the date, time or place of auction becomes absolutely necessary after the issue of the notice, the reasons thereof shall be recorded in writing and another date, time and place fixed promptly, and adequate publicity shall be given to these in the manner as specified in paragraphs 2 and 3 above.

III.—Manner of conducting the auction.

5. The auction shall be conducted by a responsible officer of the department without any commission. In case of properties the book value of which does not exceed Rs. 2,500 the sale may be conducted by the Sub-divisional Officer. The Executive Engineer may supervise such auction at his discretion; but he should invariably conduct all sales of properties the book value of which exceeds Rs. 2,500.

6. In case of moveable properties, these shall be collected at the site of auction sufficiently before the time and date fixed for sale. The intending bidders should have facilities to inspect the properties, moveable or immovable, before bidding.

7. The officer conducting the sale shall maintain a bid sheet in cases where the sale is conducted by a Subdivisional Officer the bid sheet shall be submitted by him, at the conclusion of the sale, with his recommendation to the Executive Engineer for disposal, along with bid money received. If an Executive Engineer conducts the sale, he should record in the bid sheet, at the conclusion of the sale, his remarks, if any, and receive the bid money from the approved bidder.

8. The terms and conditions of the sale shall be read out by the officer conducting the auction before the commencement of the sale.

9. In the event of any dispute arising in respect of any bid or bids between two or more bidders, the lot shall be put up again for sale, and a definite result obtained.

10. The Executive Engineer may, subject to general rules, frame and publish any detailed terms and conditions in respect of the particular properties on sale.

IV.—Terms and conditions of sale

11. It shall be deemed that all bidders have thoroughly read and understood the terms and conditions of sale before bidding. It will also be deemed that the bidders have inspected the properties prior to the auction and have satisfied themselves with the full particulars of the same. No objection or claim of any nature whatsoever shall be entertained at the conclusion of the auction.

12. An officer conducting the sale may for sufficient reasons, which he shall not be bound to disclose, refuse to accept the offer of the highest bidder and his decision to do so shall not be open to question.

13. The auction may at any time after its commencement be concluded on the fall of the hammer and the highest bid recorded subject to acceptance thereof as mentioned in paragraph 14.

14. The acceptance of the bid money by the Subdivisional Officer or the Executive Engineer conducting the sale shall not be treated as the final acceptance of the bid and the highest bidder shall have no claim on the property till the bid is finally approved of and/or declared as being finally accepted by the Executive Engineer.

15. In case of a moveable property, the highest bidder will have to deposit the full bid money immediately after the fall of the hammer with the officer conducting the sale. On receipt of the full purchase money either from a bidder direct or through the Subdivisional Officer, as the case may be, and on the bid being approved and accepted as mentioned in paragraph 14, the Executive Engineer shall issue permit to the purchaser authorising him to remove the articles sold within such time as may be specified by the Executive Engineer in the permit and the purchaser shall be bound to do so within such time or otherwise he will be liable for damages.

16. In case of immovable property—

- (a) The highest bidder will have to deposit half of the total bid money, together with security deposit of 10 per cent. of the amount bid for immediately after the fall of the hammer and the balance of the bid money within 3 days.
- (b) On receipt of the full bid money and the security deposit, and on the approval and acceptance of the bid as mentioned in paragraph 14, the Executive Engineer shall issue permit authorising the purchaser to dismantle and remove the property sold, within a period to be fixed and clearly stated by the Executive Engineer in the permit.
- (c) Within the specified period from the issue of the permit, the purchaser shall have to remove the property and clear the site properly, which shall include—
 - (i) complete demolition of the building or structures sold, including the foundation;
 - (ii) clearing all materials thereof;

- (iii) refilling the foundation trenches with properly rammed earth, etc., and
- (iv) dressing the site to the satisfaction of the Executive Engineer or the Subdivisional Officer.

17. (1) The purchaser shall, by the end of the time allowed in the permit promptly report to the Executive Engineer about his compliance with the conditions mentioned in paragraph 15 or 16 as the case may be. Directly at the end of the specified period or on receipt of a report from the purchaser, whichever is earlier, the Executive Engineer or the Subdivisional Officer shall inspect the site and if he finds that the terms specified in paragraph 16(c) have been fully complied with, he shall issue a certificate to that effect, whereupon the security deposit without any interest shall be refunded.

(2) If the purchaser fails to comply with the terms and conditions mentioned in paragraph 16 hereof he shall be held liable for damages in addition to the forfeiture of the security.

18. Notwithstanding anything contained in the above rules, the Executive Engineer shall have power to extend the time for removal of the property and clearance of the site on the purchaser's application and on satisfactory reasons.

19. From the date of issue of the permit by the Executive Engineer for removing the property sold to the purchaser to the last date allowed for the removal of the property by the purchaser, the property at the site will remain at the entire risk, account responsibility and expenses of the purchaser.

20. After the final acceptance of the bid by the Executive Engineer, the successful bidder shall have to sign a contract to the effect that he (the bidder) fully understands all the terms and conditions of the sale, and also that in case of his failure to fulfil any of these terms and conditions, the bid money and the security deposit, if any, shall be forfeited to Government and the property or building or any part thereof lying or standing at the site after the period allowed for clearing the site, shall become the property of Government and the Executive Engineer shall be entitled to re-sell the same by another public auction.

21. The purchaser shall assume all liability for, and keep the Executive Engineer saved, harmless and indemnified against all actions or suits, claims, costs, damages, charges and expenses arising out of or in connection with the fulfilment of the terms and conditions of the sale, whether such actions, suits, or claims are brought by members of the public or workmen employed, provided, however, that he will not have to indemnify the Executive Engineer for any action that may be brought by a claimant who may question the legal right of Government to dispose of the property.

APPENDIX 13

(See rule 352 of the Code, Volume I)

Rules for the Management of Raj Bhavans in West Bengal

I.—General

1. *Charges.*—The maintenance of and the execution of all works and repairs in connection with the Raj Bhavans in West Bengal will be entrusted to an experienced and reliable Engineer who, for professional purposes, shall be subject to the general control of the Superintending Engineers of the circles in which the various estates of the Governor are located. He will be styled Superintendent, Governor's Estates, West Bengal. The post of this Superintendent, Governor's Estates, shall be held by an officer of the rank of Executive Engineer.

2. *Responsibility.*—The Superintendent shall be directly responsible to the Military Secretary to the Governor or any other officer discharging his functions for the time being for all work in his charge, viz., for the proper repair and maintenance of all buildings, roads, railings, retaining walls, reservoirs, works, stores, grounds and gardens, tools and plant, etc., in the estates and all furniture in the Raj Bhavans in West Bengal, and for the due and correct submission of all accounts, and also for correspondence in connection with the estates. The electrical installations including lifts and pumps at Calcutta and Barrackpore, will be managed by the Electrical Overseer (Sub-Assistant Engineer), Calcutta, and those at Darjeeling by the Electrical Assistant Engineer, Darjeeling, under Northern Electrical Division. The installations will be under the general control of the Superintending Engineer, Electrical Circle.

3. The Superintendent will be responsible for the following matters concerning the estates in his charge:—

- (a) completion and maintenance of record plans;
- (b) maintenance of registers of buildings, lands and title deeds;
- (c) the recording of important correspondence connected with buildings, roads, gardens, etc.

4. *Correspondence.*—The Superintendent will correspond direct with the parties concerned in regard to the execution of works and repairs in his charge and will submit to the Military Secretary or any other officer discharging his functions for the time being any correspondence on which that officer's special orders, instructions or advice are required.

The Superintendent will refer all technical matters connected with the electrical installation to the Superintending Engineer, Electrical Circle.

5. *Sanitation.*—The Superintendent, Governor's Estates, shall be responsible for ensuring that the buildings and grounds, including servants' houses, latrines, urinals, etc., are kept in a proper sanitary condition. In the discharge of his functions in this matter, he shall, act in co-operation with the Medical Officer of the Governor's staff dispensary.

6. (1) *Annual inspections of Governor's Estates.*—The Chief Engineer, Health Department, and Superintending Engineer concerned will make yearly inspection of the estates.

(2) The electric installations will be inspected yearly by the Superintending Engineer, Electrical Circle. The yearly inspection will be made as far as possible while the Governor is not in residence. Reports of these annual inspections will be supplied to the Military Secretary or any other officer discharging his function for the time being who will take necessary action thereon. A copy of the reports should also be supplied to Government by the Superintending Engineer concerned for information.

(3) The Superintending Engineer, Presidency Circle, should inspect annually the office of the Superintendent, Governor's Estates, Calcutta, and the notes of his inspection should be made in P.W.D. Form No. 144A. A copy of the report of this inspection will be supplied to the Military Secretary or any other officer discharging his functions for the time being as well as to the Government. The Military Secretary to the Governor or any other officer discharging his functions for the time being may himself inspect the estates or the Superintendent's office at any time if he so desires.

7. *Plans and estimates*—For every work which it is proposed to carry out, a detailed estimate shall be prepared for sanction as per sub-paragraph (i)(a) below and the work shall not be commenced until that sanction has been received. In the case of new works, the cost of which is likely to exceed Rs. 1,000, the estimate shall be accompanied by properly prepared drawings of the proposed work. Before the detailed estimates and plans, which are required for the purpose of final or technical sanction, are prepared it is necessary to obtain administrative approval to the proposed work; and the following rules shall be observed in disposing of proposals, plans and estimates for all works connected with the estates:—

(i) *Works and special repairs*—(a) *Administrative approval*—The preliminary plans and estimates required for the purpose of administrative approval will ordinarily be prepared in the office of the Superintendent but, in all cases in which the technical approval of the Superintending Engineer concerned or Government Architect is required, the preliminary scheme will be prepared in consultation with the Superintending Engineer or Architect, as the case may be. The preliminary plans and estimates for works costing Rs. 1,000 or less and special repairs costing Rs. 2,500 or less will be submitted to the Military Secretary or any other officer discharging his functions for the time being who will, if he accepts the proposal, accord administrative approval and return the plans and estimates to the Superintendent for the preparation of the detailed plans and estimates required for final or technical sanction. When the cost of the work exceeds the amount specified above, it will be submitted by the Superintendent to the Superintending Engineer for approval and transmission to the Military Secretary or any other officer discharging his functions for the time being and, on receipt the latter officer will submit it to the Government for administrative approval.

Note.—When it appears desirable to the Chief Engineer, Public Works Directorate, West Bengal, that the preliminary plans and estimates for any particular work should be prepared in his office, this shall be arranged in consultation with the Military Secretary or any other officer discharging his functions for the time being.

(b) The Executive Engineer, Calcutta, and Northern Electrical Divisions, will, on receipt of requisition from the Superintendent, prepare preliminary or final plans and estimates in connection

with electrical works within their own powers. The plans and estimates for works costing Rs. 1,000 or less and special repairs costing Rs. 2,500 or less will be submitted to the Military Secretary or any other officer discharging his functions for the time being who will, if he accepts the proposal, accord administrative approval and return the plans and estimates to the Executive Engineer for the preparation of detailed plans and estimates, where necessary. When the cost of the project exceeds the amounts specified above, it will be submitted by the Executive Engineers (through the Superintending Engineer only where the estimate exceeds Rs. 10,000) to the Military Secretary or any other officer discharging his functions for the time being for obtaining the administrative approval of Government.

- (ii) The authorities competent to accord administrative approval to estimates and plans for original works and the limits up to which they may accord such approval are as follows:—
- (a) The Military Secretary or any other officer discharging his functions for the time being up to Rs. 1,000 for any original work and Rs. 2,500 for special repairs.
- (iii) *Final and technical sanction*—The necessary administrative approval having been obtained, the Superintendent will prepare the detailed plans and estimates and submit them for final or technical sanction whenever the said estimate exceeds his power of technical sanction. The Superintendent is empowered to accord technical sanction to estimates up to Rs. 50,000 for original and special repair works, and up to the budget allotment for maintenance works. Where no important structural alterations are involved, the procedure in submitting the detailed estimate will be exactly similar to that laid down in 7(i)(a) and (b) above for the preliminary project. In all cases in which architectural considerations are involved, irrespective of the amount of the estimate, the approval of the Architect shall be obtained by the Superintendent before the action indicated above is taken.
- (iv) The Military Secretary's powers of sanction to detailed plans and estimates are the same as his powers of administrative approval. The Chief Engineer's powers are the same as for other Government works.
- (v) In the case of works costing Rs. 5,000 or less where, in the Superintendent's opinion, there is little likelihood of the proposals in a project being modified by superior authority, he may, at his option, prepare detailed plans and estimates in the first instance, instead of a preliminary project, and administrative approval and technical sanction may be accorded to the project at the same time.
- (vi) (a) *Ordinary repairs*—Estimates for ordinary repairs shall be prepared in accordance with the Public Works Department Code by the Superintendent, who will submit them direct to the Military Secretary or any other officer discharging his functions for the time being if not in excess of Rs. 2,500. Estimates in excess of this amount will be forwarded to the Superintending Engineer for approval and transmission to the Military Secretary or any other officer discharging his functions for the time being.

The Military Secretary or any other officer discharging his functions for the time being has full powers to sanction any estimate for ordinary repairs, subject to funds to meet the expenditure having been provided in the budget.

- (b) Occasional tests and repairs to fans, etc., should be done in the Western Electrical Division.
- (c) In connection with the affairs of the Governor's Estates, the Superintending Engineers will exercise the same powers as they exercise in similar circumstances connected with the affairs of other Public Works Divisions.
- (vii) All estimates for new supply and repairs and carriage of tools and plant irrespective of the estimated amount, shall be prepared by the Superintendent of Governor's Estates who will forward them to the Superintending Engineer concerned for approval and transmission to the Military Secretary to the Governor or any other officer discharging his functions for the time being for his obtaining sanction and allotment from Government.
- (viii) The Military Secretary or any other officer discharging his functions for the time being has powers under Bengal Government, Public Works Department letter No. 969A., dated the 9th March 1923, to pass excess within 5 per cent. of estimates sanctioned by him or by higher authorities provided the amounts of such excesses are within his power to sanction estimates technically. He will have also powers to pass excess expenditure within a limit of Rs. 200 on sanctioned original works and repairs irrespective of the total of the sanctioned estimate.

8. *Demolition of buildings*—The Military Secretary or any other officer discharging his functions for the time being is empowered to sanction the demolition of a permanent public building of which the book value does not exceed Rs. 1,000. A building of which the book value exceeds Rs. 1,000 shall not be demolished without the previous sanction of Government.

9. *Purchase of books newspapers and other periodicals*—The Military Secretary or any other officer discharging his functions for the time being may sanction the purchase of books and other publications required for the use of the officers of the Raj Bhavan subdivisions up to a limit of Rs. 250 for each item in accordance with the rules laid down in paragraph 116A of the Bengal Audit Manual provided that the expenditure is within the provision sanctioned in the budget of each subdivision for the purpose.

-II.—Execution of work

10. *Outlay of funds*—Sanction to the estimates for a work conveys no authority to put that work in hand, and no work may be commenced till funds are allotted. Applications for funds for all sanctioned works, whether carried out by the Superintendent or by the Executive Engineer, shall be made to the Government through the Chief Engineer.

11. (a) *Arrangements of work*—The Superintendent will make his own arrangement for obtaining labour and materials for work. He will also draw up all contracts in accordance with the provisions of the Public Works Department Code, and these should subsequently be dealt with in accordance with rule 13, *infra*.

Note.—If it appears desirable to the Chief Engineer, Public Works Directorate, West Bengal, that any particular work shall be carried out by the local Executive Engineer rather than the Superintendent, this shall be arranged in consultation with the Military Secretary or any other officer discharging his functions for the time being.

(b) Whenever possible, electric materials should be procured through the Western Electrical Division.

12. *Stores of European manufacture*—Imported goods shall ordinarily be obtained in accordance with the store rules. Indents for such stores in the prescribed form should be sent to the Director General, Supplies and Disposals through the Military Secretary to the Governor or any other officer discharging his functions for the time being for supply. In urgent cases orders may be placed with the approval of the Military Secretary to the Governor or any other Officer discharging his functions for the time being on local importers, provided they can supply the goods out of their stock or against permits obtained by themselves.

13. *Contracts*—The Superintendent may accept tenders for sanctioned original works and repairs up to a limit of Rs. 50,000. In respect of sanctioned original works and repair above the aforesaid limit of Rs. 50,000, the Superintendent may also accept tenders for such works up to the limit of sanctioned estimate plus an excess up to 5 per cent. of the sanctioned estimate with the prior approval of the Chief Engineer.

III.—*Finance and accounts*

14. *Communication of copies of sanctions, etc., to Audit Officer*—Copies of orders conveying sanctions to all detailed estimates or to allotments of funds shall be communicated to the Accountant-General, West Bengal, by the sanctioning authorities, viz., the Chief Engineer, the Superintending Engineer, or the Superintendent, Governor's Estates, as the case may be.

15. *Annual schedule of demands*—The annual schedule of demands chargeable to "50—Civil Works" is due in the Government of West Bengal, Public Works Department (Secretariat), on the 1st October. It will be prepared under the orders of the Military Secretary or any other officer discharging his functions for the time being, and transmitted to Government for disposal. The requirements of the respective Raj Bhavans shall be shown separately and the Military Secretary or any other officer discharging his functions for the time being, will arrange that the schedule of requirements are scrutinised by the Superintending Engineers concerned preparatory to submission to Government.

16. *Grants*—The Military Secretary or any other officer discharging his functions for the time being is responsible for the correct distribution of all grants and allotments of funds placed at his disposal for new works and repairs and for the maintenance of the Raj Bhavans. A register of grants for new works shall be maintained by the Military Secretary or any other officer discharging his functions for the time being, who will advise the Accountant-General, West Bengal, of the various modifications that may be made in the budget grants from time to time. The Military Secretary or any other officer discharging his functions for the time being will place the lump sum appropriation under head "Repairs" at the disposal of Superintendent, Governor's Estates, who will maintain a register showing against this appropriation the individual allotments made by him

on estimates previously sanctioned by higher authorities. No transfer of funds from "Works" to "Repairs" and *vice versa* shall be made without the approval of Government, and the Military Secretary or any other officer discharging his functions for the time being shall surrender to the Chief Engineer Public Works Directorate, West Bengal, specific provisions made for works which are not required after issue of the budget.

17. The Superintendent will draw cheques on the Reserve Bank of India and on treasuries with which he may have an account for payment of work bills, the amounts drawn being restricted to the total grants allotted for each work from time to time. For payments of establishment pay and leave salary, travelling and contingencies, bills should be submitted to the Accountant-General, West Bengal, or to the Treasury Officers of the districts concerned for payment.

18. *Stationery and rubber stamps*—The Military Secretary or any other officer discharging his functions for the time being may sanction petty local purchases of stationery and rubber stamps up to a limit of Rs. 20 in each case.

IV.—Disposal of surplus and dismantled stores

19. The Military Secretary or any other officer discharging his functions for the time being will have powers to dispose of petty surplus and dismantled materials from works subject to a limit of Rs. 100 in value.

V.—Miscellaneous

20. *Allotment of quarters*—The allotment of all quarters for the accommodation of staff and menials will be made by the Military Secretary or any other officer discharging his functions for the time being.

21. Notwithstanding anything contained elsewhere in these rules, the Military Secretary or any other officer discharging his functions for the time being shall consult the Secretary to the Governor before taking under these rules any action affecting or likely to affect the office accommodation or other facilities provided or to be provided for the secretariat staff of the Governor or any member thereof.

APPENDIX 14

(See rules 355 and 356 of the Code, Volume I,

Rules for accommodation in the reserved buildings in Darjeeling and in inspection bungalows, etc., borne on the books of the Public Works Department.

A. Reserved Buildings in Darjeeling—	Pages.
(1) Rules for accommodation in the Circuit House-cum-Leave Hostel at Darjeeling (rule 355)	63-65
(2) Rules for accommodation in Richmond Hill and Carmaichael Villa at Darjeeling (rule 355)	65-66
B. Inspection Bungalows, etc.—	
(3) Rules for accommodation in Public Works Department: inspection bungalows in West Bengal (rule 356)	67-69
(4) Rules for accommodation in Banga House at No. 3, Hailey Road, New Delhi (rule 356)	69-72
(5) Rules for accommodation in the Guest House attached to Banga Bhawan, New Delhi (rule 356)	72-74

No. 1: Rules for accommodation in the Circuit House-cum-Leave Hostel at Darjeeling

The ground, the first and the second floors of the Woodlands Building at Darjeeling have been constituted into a Circuit House-cum-Leave Hostel.

2. **Circuit House.**—Two bedrooms on the ground floor with bath and dressing rooms together with one dining room, a kitchen and pantry with a store room on the same floor will form the Circuit House.

3. Accommodation in this Circuit House will be controlled by the Deputy Commissioner, Darjeeling, under the Circuit House Rules. Officers entitled to free accommodation in the Circuit House under the rules will not be charged any rent for the occupation of this part of the building according to the rules. A rent of Rs. 2-4 per day per bedroom will be charged from other visitors.

4. **Leave Hostel.**—The rest of the building will form the Leave Hostel which will be under the control of Deputy Commissioner, Darjeeling. It will consist of two family suites on the second floor, three single suites with a dining room and kitchen on the first floor and another dining room with kitchen and pantry on the ground floor. The single suite in the northern part of the first floor has a bedroom of a slightly bigger size and this with the dining room, kitchen and pantry on the ground floor may accommodate a small family. The dining room and kitchen on the first floor will be shared by the other two single suites on that floor.

5. The Leave Hostel is primarily intended to provide temporary accommodation to the Ministers, Parliamentary Secretaries to Ministers, Members of Indian Civil Service, Indian Administrative Service, Indian Police and I.Ps. and to the Heads of the different Directorates under West Bengal Government going to Darjeeling on short recess or leave. Recessing Officers will generally have prior claim to such accommodation. The Speaker of the West Bengal Legislative Assembly and the members of the West Bengal Public Service Commission will also be entitled to accommodation in the Leave Hostel on recess or leave.

5A. Any other Gazetted Officers of the West Bengal Government may at the discretion of the Deputy Commissioner, Darjeeling, be allowed accommodation provided there is vacancy in the Leave Hostel for which there is no applicant from the officers of the categories mentioned in rule 5.

6. Other officers (of the West Bengal Government) on tour may also be accommodated in the leave Hostel, for a period not exceeding one week and on payment of the rent prescribed under rule 13, if and when any accommodation in the Hostel remains vacant and is not required by officers under rules 5 and 5A. Touring officers in such cases may obtain the permission of the Deputy Commissioner, Darjeeling, for temporary accommodation in the Hostel. But the Deputy Commissioner shall see that such accommodation allotted by him is vacated in good time as soon as it is required for an officer to be accommodated under rule 5 or 5A.

7. Allotment of accommodation in the Leave Hostel will be made by Deputy Commissioner, Darjeeling. Applications for such accommodation from officers going to Darjeeling on recess or leave will be received by him up to the 15th March with respect to the summer season (April to June) and up to 15th August with respect to the autumn season (September-October).

8. While applying for such accommodation officers are requested to indicate the following particulars in each case:

- (i) for what period such accommodation is required, indicating dates;
- (ii) when the officer last visited the Leave Hostel and for what period;
- (iii) special grounds for such visit, if any, such as serious illness of the officer himself or of any member of his family; and
- (iv) whether a family suite or a single suite is intended. (If a family suite is applied for but the same cannot be available for whatever reason, it should also be indicated if a single suite may also do.)

9. The maximum period for which accommodation may be allowed to an officer in one season of a year will be 30 days. In order to satisfy the requirement of a large number of officers, it may be necessary to make allotments for smaller periods.

10. Applications for such accommodation received on or before the due dates indicated in paragraph 7 above will be considered by the Deputy Commissioner in making allotment for the season ahead. Preference will be given to officers generally in accordance with their order of precedence. But other considerations of a special nature, indicated in paragraph 8 above, will also be taken into account in making such allotment.

11. One bedroom with an attached bath and a dressing room will be allotted to each visitor at a time. In special circumstances, two single suites may also be allotted to one officer. Officers seeking accommodation in the Leave Hostel on medical grounds for illness in their families will have preference in the matter of allotment of the family suites.

12. No one should occupy the Leave Hostel without an official allotment order from Deputy Commissioner, Darjeeling, obtained previously to such occupation.

13. Rent to be charged from the allottees will be at Rs. 3 per day for the northern single suite on the first floor, at Rs. 2-4 per day for each of the other single suites and at Rs. 4-8 per day for a family suite. Such rent will be paid to the Deputy Commissioner and will be credited to Government under the major head "XXXVII—Public Works—Miscellaneous". The Deputy Commissioner will be in charge of the Hostels and enforce observance of these rules.

14. A Visitors' Book should be maintained at the Leave Hostel and should be signed by every person immediately on arrival and also at the time of departure. This book should be periodically inspected by the Deputy Commissioner.

No. 2: Rules for occupation of 'Richmond Hill' and 'Carmichael Villa', Darjeeling

Rule 1.—'Richmond Hill' and 'Carmichael Villa', Darjeeling, are primarily intended to provide temporary accommodation respectively to the Ministers, State Ministers and Deputy Ministers and the officers accompanying the Ministers, State Ministers and Deputy Ministers on tour to Darjeeling. In special circumstances, however, the Deputy Commissioner, Darjeeling, may permit important officials to occupy these buildings for a short period not exceeding 21 days on condition that such accommodation will have to be vacated on 48 hours' notice if required by the Ministers, State Ministers and Deputy Ministers and other officials for whom the buildings are primarily meant.

Rule 2.—'Richmond Hill' is a two-storied building consisting of two bed-rooms with attached baths and drawing rooms on the 1st floor and an office room, a drawing room, pantry and store on the ground floor. It has a separate kitchen and an outhouse.

The 'Carmichael Villa' (Bandmaster's Quarters) is also a two-storied building having two bed-rooms with attached baths on the first floor and drawing, dining, pantry, store kitchen on the ground floor. It has a separate outhouse.

Rule 3.—Persons mentioned in Rule 1, while on duty or in recess at Darjeeling and travelling with families, may be allotted the entire house. When they visit Darjeeling on duty or in recess and are not accompanied by their families, each house should be shared by two of them when no other accommodation is available. In such cases, the dining room, the drawing room, the office room, and the kitchen will be common to both.

Rule 4.—In allotting the houses due consideration shall be given to the rank as per 'table of precedence'. One travelling on duty and requiring accommodation will have precedence over the other of similar rank if the latter is in recess. The allotment of the buildings will be made by Deputy Commissioner, Darjeeling, whether for duty or recess.

Requisition for allotment of accommodation in these two houses should be addressed to the Deputy Commissioner, Darjeeling, preferably 10 days before the intended occupation. While applying for such accommodation the following particulars are required to be furnished:—

- (i) Period of accommodation giving dates:
- (ii) object of visit—stating clearly whether it is duty or recess and if any member of the family will be accompanying; and
- (iii) whether a suite only or the whole house is required.

Rule 5.—Persons on duty will usually be allotted accommodation for a period not exceeding ten days and those in recess for a period not exceeding 21 days. Deputy Commissioner, Darjeeling, may, however, allot accommodation for a longer period under special circumstances.

(2) The control of allotment in respect of accommodation in "Richmond Hill", "Carmichael Villa" and 8 suites in the top floor of "Meadow Bank", Darjeeling, has been taken over from the Deputy Commissioner, Darjeeling by the Public Works Department with effect from 15th August 1964.

Rule 6—Occupants are required to enter the time and date of arrival and of departure in the registers specially maintained for the purpose and kept in the custody of the chowkidar or the caretaker of the house. There is no catering arrangement and the occupants will have to make their own arrangements in this regard. All charges as enumerated below are to be paid to the chowkidar or the caretaker before departure. Damages to furniture, crockeries, cutleries, fixtures, fittings, etc., caused by an occupant or any one in his entourage shall have to be made good by him before his departure as per schedule of rates maintained by the Executive Engineer, Darjeeling Division, Works and Buildings, and an entry to that effect should be made in the register.

Rule 7.—The charges for occupation of "Richmond Hill" and "Carmichael Villa", Darjeeling, while on duty will be Rs. 5.50 and Rs. 4 per day respectively including electricity and sweeper charges and for occupation of the same while on recess or on leave will be Rs. 11 and Rs. 9 per day respectively including electricity and sweeper charges.

If cooking is done by electricity, an additional charge of Rs. 1.50 per day is payable. Half of the charges are payable if two occupants share the house.

The charges above are to be paid to the Deputy Commissioner, Darjeeling, who will credit the same to Government under the Receipt head "XXXVII—Public Works—Miscellaneous". The Deputy Commissioner, Darjeeling, will be in charge of these buildings and enforce observance of these rules.

Rule 8.—These two houses will be borne in the register of the Executive Engineer, Darjeeling Division. The maintenance and quadrennial repairs to the buildings will be the responsibility of the Executive Engineer. But the repairs to and replacement and maintenance of the furniture, fixtures, crockeries and cutleries, etc., will be done by the Deputy Commissioner, Darjeeling, through the Executive Engineer, Darjeeling Division, out of the "Repairs" grant under "50—Public Works" budget.

No article of furniture meant for the houses shall be removed to any other place for any purpose.

The Nazir of the Deputy Commissioner's Office, Darjeeling, shall remain in charge of the furniture, crockeries, cutleries, fixtures and fittings. These should be inspected by an officer of not below the rank of a Sub-Deputy Collector once annually and a report on the shortage, damage, etc., submitted to the Public Works Department through the Deputy Commissioner, Darjeeling, and the Commissioner, Presidency Division, giving the cause of any loss or damage and fixing the responsibility for it.

Note.—(a) For the purpose of this rule, part of a day covering eight hours or exceeding eight hours of stay during the calendar day will count for a full day and the period of stay less than eight hours in one calendar day, shall count for a half-day in the calculation of rent and other charges.

(b) A continuous stay for a period exceeding eight hours but not exceeding 24 hours although on two consecutive calendar dates will count for one full-day for the purpose.

No.3: Rules for accommodation in the Public Works Department Inspection Bungalows in West Bengal

1. Inspection bungalows are constructed with the object of enabling officers of the Public Works Department to supervise their work, and they have the first right to occupy them.
 2. Subordinates of the Public Works Department, who are not Gazetted officers, may make use of inspection bungalows with the written sanction of the Executive Engineer.
 3. Inspection bungalows should not ordinarily be used for holding courts or enquiries except with the previous permission of the Superintending Engineer concerned.
 4. Officers of the Public Works Department may temporarily occupy any of the bungalows as residences, if such a course is considered by the Superintending Engineer concerned to be absolutely necessary for the proper performance of their duties. But an officer so occupying a bungalow containing more than one main room shall vacate one room when required by an officer of the Public Works Department on duty.
 5. The bungalows may be occupied for 10 days without payment of rent after which time the occupant will be considered a permanent resident and will be liable for rent for the time exceeding the 10 days named. He will also, in the event of his reoccupying a bungalow within 7 days of vacating it, be liable for rent for the period of the combined occupancy that exceeds the 10 days' limit of free occupancy; but this rule will not apply to an Inspecting Official of the Public Works Department, who may, when on duty, occupy any bungalow free of rent.
 6. Inspection bungalows of the Public Works Department are available to Gazetted officers of other Government Departments, Civil or Military, travelling on inspection duty, free of rent, provided the period of occupancy does not exceed 10 days and the buildings are not required by officers of the Public Works Department.
 7. Of two officers of other departments travelling on duty the superior officer will take preference.
 8. An officer of any other Department occupying an inspection bungalow containing more than one room shall vacate one of the rooms, if it be required by an officer of the Public Works or other department on duty.
- No officer of another department may occupy an inspection bungalow for more than 10 days without the sanction of the Superintending Engineer.
9. While travelling on inspection duty Chairman, Vice-Chairman, District Engineers and District Health Officers of district boards which observe reciprocity in the matter of the occupation of their bungalows free of rent by Government Gazetted and other officers entitled to free occupation of Government inspection bungalows, may occupy Government inspection bungalows subject to these rules free of rent for a period not exceeding ten days at a time, provided that the bungalows are not required by Government officers. They should, therefore, ascertain beforehand from the Executive Engineers in charge of the inspection bungalows whether accommodation will be available for them.
 10. When accommodation is available, non-gazetted touring officers on duty whose initial salary is Rs. 60 per mensem and upwards may occupy, subject to these rules, only one room of the bungalow for a period not

exceeding 7 days at a time, with the prior sanction of the Executive Engineer in charge of the bungalow. The Executive Engineer will issue a written sanction in each case, specifying the name and rank of the non-gazetted officer and the period during which he may occupy the bungalow. If the bungalow is occupied without such written sanction, rent at the rate fixed in paragraph 11 will be charged for the entire period of occupation.

11. (1) The following scale has been fixed for payment by all officers excepting Public Works Officers on inspection duty, for temporary occupation of inspection bungalows for halts in excess of 10 days and under a month:—

	Per day.
	Rs. a. p.
(a) Officer whose pay is Rs. 500 and over a month ..	1 0 0
(b) Officer whose pay is under Rs. 500 a month ...	0 8 0

(2) But when these bungalows are occupied as residences for the period of a month or upwards the rent prescribed in the Public Works Department Code will be charged.

(3) A book will be kept in each bungalow in which every person occupying the building shall enter his name and the date of his arrival and departure and the amount paid.

Note.—For purposes of this rule “day” means “any period exceeding 3 hours but not exceeding 24 hours”.

12. Inspection bungalows in charge of the Public Works Department are not usually available for non-officials, but gentlemen travelling may occupy them if not required by a Government officer on paying a fee of Re. 1 per head for any period of not less than 3 hours but not exceeding 24 hours; two rupees per head for any period of not less than twenty-five hours but not exceeding forty-eight hours; three rupees per head for any period of not less than forty-nine hours but not exceeding seventy-two hours; and so on, subject to a maximum of Rs. 5 for one family or party of travellers per day omitting servants and attendants. For a stay of less than 3 hours the charge is only eight annas per head. No charge is made for children under seven years of age; those above seven and under fourteen years must pay half the prescribed rates of fee. Government officers not on actual duty shall pay the same fee. The conditions of paragraph 8 should be observed.

13. Officers or others who may occupy an inspection bungalow will pay the chowkidar of the bungalow three annas for each or portion of a day's occupation in addition to the prescribed fees and the chowkidar will arrange to keep the bungalow clean and be responsible that it is kept clean. Where the specified amount, viz., 3 annas is found insufficient, it may be increased by the Superintending Engineer of the Circle for any particular bungalow, subject to a limit of eight annas.

14. All officers and others, other than Public Works officers, using the compound for the pitching of tents should, on removal, pay a fee of one rupee. Public Works Officers so using the compound must see it is left clean and tidy after removal.

15. All officers and others entitled to occupy inspection bungalows free of rent or on payment of rent shall pay electric charges for the occupation of the Inspection Bungalows in which there are electric lights and fans at the rates fixed by Government and noted in the schedule below—

Schedule of rates of electric charges fixed by Government

- (i) For current supplied both for lights and fans—Rupee 1 per day per bed room with no extra charge for current consumed in sitting room, verandah and kitchen, etc.
- (ii) For current supplied for lights only—Annas 6 per day per bed room with no extra charge for current consumed in sitting room, verandah and kitchen, etc.
- (iii) For current supplied for fans only—Annas 10 per day per bed room with no extra charge for current consumed in sitting room, verandah and kitchen, etc.
- (iv) For current supplied for both lights and fans—Annas 5 for every three hours and part thereof for occupation of a sitting room or verandah without occupying a bed room subject to a maximum of Re. 1 per day.
- (v) For current supplied for lights or fans only—Annas 3 for every three hours or part thereof for occupation of a sitting room or verandah without occupying a bed room subject to a maximum of annas 6 per day.

Note.—(a) Half the charges mentioned in items (i) to (iii) are payable for an occupation of a period not exceeding three hours.

(b) Occupation of accommodation in a bungalow fitted with fans at any time between the 15th March and the 15th October will in all cases render the occupier liable for current charges for fans for the period of occupation. Occupation at any time of the year between sunset and sunrise will render him liable for current charges for light for the period of occupation.

(c) When an officer intends to occupy a bungalow for a long period he is given the option of paying actual charges for current consumed during the period of his occupation. In that case he will arrange with the overseer in charge of the bungalow to read the meter at the commencement and after the termination of his occupation and pay the charges for actual consumption of current during the period of his occupation plus an additional sum of annas 8 as cost of replacement of bulbs, etc.

No. 4: Rules for occupation of the "Banga Bhawan" at No. 3, Hailey Road, New Delhi

The "Banga Bhawan" is primarily meant for the use during tour to Delhi of Hon'ble Ministers and other Civil Gazetted Officers of the West Bengal Government (usually not below the rank of an Assistant Secretary). If accommodation surplus to the requirements of Hon'ble Ministers and other officers mentioned above is available, the Caretaker may allot it to other West Bengal Government officers subject to the condition that such accommodation will have to be vacated on 48 hours' notice if required by Hon'ble Ministers and other high officials of the West Bengal Government for whom the "Banga Bhawan" is primarily meant. No room of the "Banga Bhawan" shall be allotted to an officer of any other Government without previous permission of the Public Works Department, West Bengal.

2. Requisition for allotment of rooms should be addressed to the Public Works Department at least one week before intended occupation with an advance copy to the Caretaker of the "Banga Bhawan" at No. 3, Hailey Road, New Delhi. In allotting rooms due regard will be given to the rank and status of the person making the requisition and also to the relative

urgency of the occasion. When spare accommodation is not available, two or three officers may have to be suitably accommodated in one room.

3. Accommodation will be allotted to an officer for a period not exceeding ten days at a time. For longer periods, special permission of the Public Works Department, West Bengal, should be obtained in advance.

4. **Reception.**—The visiting officer shall enter the time and date of arrival and departure in the register specially maintained for the purpose in the Reception Office of the “Banga Bhawan”.

5. **Telephone.**—The telephone in the Reception Office may be used by visitors for ordinary calls. For trunk-calls, requisitions should be made to the Caretaker who has been instructed to keep relevant records of such calls. If such trunk-calls are for official purposes, the charges on this account will be finally adjusted by the Executive Engineer, City Division, under the head “57—Miscellaneous—Petty Establishment—Maintenance of Writers’ Buildings, etc.—Contingencies”. The caller, however, will pay for trunk-calls made on private account.

6. Visitors will take care of their own properties during their stay at the “Banga Bhawan”, and the Government will accept no responsibility for loss or damage suffered for whatever reasons.

7. Common services are provided by the Government, but servants in the establishment should not be used by a visitor for personal errands or for any other private business. Furniture have been provided, but bedding linen or towels are not supplied.

8. **Charges for occupation.**—(a) The charges for occupation will be Rs. 4 per head per day as rent for accommodation when one officer occupies one room (with an attached bath). When two or three officers occupy one room, charges will be levied in the following manner:—

- (i) two occupants—Rs. 3 each a day, and
- (ii) three occupants—Rs. 2 each a day.

An extra charge of Re. 1 per head per day shall be payable for light, fans (or heaters) and bath and ordinary telephone charges (excluding trunk-call charges which have to be separately paid as per paragraph 5 above), irrespective of whether a room is occupied singly or is shared.

(b) A visitor, occupying one room of the “Banga Bhawan” with his family only consisting of his wife and children, will have to pay the following charges per day per room:—

- (i) Rs. 4 as occupation charge for the visiting officer plus Re. 1 per head for each additional member of the family. Children below five years will not be charged.
- (ii) An extra charge of Re. 1 per head per day shall be payable for lights, fans (or heaters) and bath and ordinary telephone charges (excluding trunk-call charges which have to be separately paid for). Children under twelve years are exempted from this extra charge.

(c) When accommodation is occupied with the permission of the Public Works Department by officers other than those of the West Bengal Government and Damodar Valley Corporation, charges will be levied in the following manner:—

- (i) When one officer occupies one room (with attached bath)—Rs. 8 per head per day.

(ii) When two occupants share one room (with attached bath)—
Rs. 6 each a day.

(iii) When three occupants share one room (with attached bath)—
Rs. 4 each a day.

An extra charge of Re. 1 per head per day shall be payable for light, fans (or heaters) and bath and ordinary telephone charges (excluding trunk-call charges which have to be separately paid as per paragraph 5 above), irrespective of whether a room is occupied singly or is shared.

Children below five years will not be charged.

9. **Catering arrangements.**—Visitors occupying the "Banga Bhawan" may arrange their own food in the attached kitchen. The services of the Government Cook appointed may be utilised, if necessary.

10. All damages to furniture, crockery, cutlery, fixtures and fittings, etc., caused by a visitor, or any one in his entourage shall be made good by the visitor before leaving the "Banga Bhawan" on production of a bill for such charges by the Caretaker of the "Banga Bhawan".

11. **Complaints.**—(a) Any complaint connected with the building or furniture may be addressed direct to the Executive Engineer, City Division, Writers' Buildings, Calcutta.

(b) Complaints in connection with the rent bills should be addressed to the Public Works Department, West Bengal, Calcutta.

(c) Minor complaints regarding servants, services, buildings or furniture should be brought immediately to the notice of the Caretaker of the "Banga Bhawan" for immediate redress. Such complaints may also be recorded in a book maintained by the Caretaker for this purpose.

12. **Accommodation for servants of visitors.** (a) Servants of visitors should stay in the servants' quarters attached to the "Banga Bhawan".

(b) Servants' accommodation will be charged for at annas 4 per head per day and will be realisable from the officer whom they accompany.

13. **Miscellaneous.**—(a) Dogs will not be allowed inside the "Guest House".

(b) Visitors are requested to use electricity as economically as possible, to switch off the fans, lights, heaters or other electrical appliances when they leave their rooms. In using electric heaters or other electric appliances, care should be taken to obtain their use only from the electric power-points in the rooms and up to the capacities of the points. The Caretaker may be consulted in making use of these special services.

Note.—(a) For the purpose of this rule, part of a day exceeding eight hours of stay during one calendar day, will count for a full-day. Periods less than eight hours, in one calendar day, shall count for a half-day in the calculation of rent and other charges.

(b) A continuous stay for a period exceeding eight hours but not exceeding 24 hours although on two consecutive calendar dates will count for one full-day.

(c) For continuous stay over 24 hours, the hours of stay on the calendar dates of arrival and departure should be taken together and should be

charged in the manner indicated below in addition to charges for intervening complete calendar day or days of stay at full day rates—

For 8 hours or less	...	½ day
For more than 8 hours up to 24 hours	...	1 day
For more than 24 hours but not exceeding 32 hours	...	1½ days
For more than 32 hours	...	2 days

(d) Accommodation in out-houses or guest houses attached to the main building will be regulated by separate rules.

No. 5: Rules for occupation of the Guest House attached to "Banga Bhawan" at No. 3, Hailey Road, New Delhi

The Guest House is meant for the use during tour to Delhi of officers of West Bengal Government other than those for whom accommodation will be available in the main building of the "Banga Bhawan". No room of the Guest House shall be allotted to an officer of any other Government without previous permission of the Public Works Department, West Bengal.

2. (a) Requisition for allotment of rooms should be addressed to the Public Works Department at least one week before intended occupation with an advance copy to the Caretaker of the "Banga Bhawan" at No. 3, Hailey Road, New Delhi. In allotting rooms due regard will be given to the rank and status of the person making the requisition and also to the relative urgency of the occasion. When spare accommodation is not available, two or three officers may have to be suitably accommodated in one room.

(b) Engineer officers of the Public Works Department, gazetted or non-gazetted, may occupy the Guest House free of rent, on official duty only relating to "Banga Bhawan" but charges for occupation for their families, only consisting of wife and children, will have to be paid according to Rule 8(b) below.

3. Accommodation will be allotted to an officer for a period not exceeding ten days at a time. For longer periods, special permission of the Public Works Department, West Bengal, should be obtained in advance.

4. **Reception.**—The visiting officer shall enter the time and date of arrival and departure in the register specially maintained for the purpose in the Reception Office of the Guest House.

5. **Telephone.** The telephone in the Reception Office may be used by visitors for ordinary calls. For trunk-calls, requisitions should be made to the Caretaker who has been instructed to keep relevant records of such calls. If such trunk-calls are for official purposes the charges on this account will be finally adjusted by the Executive Engineer, City Division, under the head "57—Miscellaneous—Petty establishment—Maintenance of Writers' Buildings, etc.—Contingencies". The caller, however, will pay for trunk-calls made on private account.

6. Visitors will take care of their own properties during their stay at the Guest House and the Government will accept no responsibility for loss or damage suffered for whatever reasons.

7. Common services are provided by the Government, but servants in the establishment should not be used by a visitor for personal errands or for any other private business. Furniture have been provided, but bedding linen or towels are not supplied.

8. Charges for occupation.—(a) The charges for occupation will be Rs. 2 per head per day as rent for accommodation when one officer occupies one room (with an attached bath). When two or more officers occupy one room, charges will be levied in the following manner:—

(i) two occupants—Rs. 1-8 each a day, and

(ii) three occupants—Re. 1 each a day.

An extra charge of annas eight per head per day shall be payable for lights, fans (or heaters) and bath and ordinary telephone charges (excluding trunk-call charges which have to be separately paid as per paragraph 5 above), irrespective of whether a room is occupied singly or is shared.

(b) A visitor, occupying one room of the Guest House with his family, only consisting of his wife and children, will have to pay the following charges per day per room:—

(i) Rupees 2 as occupation charges for the visiting officer plus annas eight per head for each additional member of the family. Children below five years will not be charged.

(ii) An extra charge of annas eight per head per day shall be payable for lights, fans (or heaters) and bath and ordinary telephone charges (excluding trunk-call charges which have to be separately paid for). Children under twelve years are exempted from this extra charge.

(c) When accommodation is occupied with the permission of the Public Works Department by officers other than those of the West Bengal Government and Damodar Valley Corporation, charges will be levied in the following manner:—

(i) When one officer occupies one room (with attached bath)—Rs. 7 per head per day.

(ii) When two occupants share one room (with attached bath)—Rs. 5 each a day.

(iii) When three occupants share a room (with attached bath)—Rs. 3 each a day.

An extra charge of annas eight per head per day will be payable, for lights, fans (or heaters) and bath and ordinary telephone charges (excluding trunk-call charges which have to be separately paid as per paragraph 5 above), irrespective of whether a room is occupied singly or is shared.

Children below five years will not be charged.

9. Catering arrangements.—Visitors occupying the Guest House may arrange their own food in the attached kitchen. The services of the Government Cook appointed may be utilised, if necessary.

10. All damages to furniture, crockery, cutlery, fixtures and fittings, etc., caused by a visitor, or any one in his entourage, shall be made good by the visitor before leaving the Guest House on production of a bill for such charges by the Caretaker of the "Banga Bhawan".

11. **Complaints.**—(a) Any complaint connected with the building or furniture may be addressed direct to the Executive Engineer, City Division, Writers' Buildings, Calcutta.

(b) Complaints in connection with the rent bills should be addressed to the Public Works Department, West Bengal, Calcutta.

(c) Minor complaints regarding servants, services, buildings or furniture should be brought immediately to the notice of the Caretaker of the "Banga Bhawan" for immediate redress. Such complaints may also be recorded in a book maintained by the Caretaker for this purpose.

12. **Accommodation for servants of visitors.**—(a) Servants of visitors should stay in the servants' quarters attached to the "Banga Bhawan".

(b) Servants' accommodation will be charged for at annas four per day per head and will be realisable from the officers whom they accompany.

13. **Miscellaneous.**—(a) Dogs will not be allowed inside the Guest House.

(b) Visitors are requested to use electricity as economically as possible to switch off the fans, lights, heaters or other electrical appliances when they leave their rooms. In using electric heaters or other electric appliances, care should be taken to obtain their use only from the electric power-points in the rooms and up to the capacities of the points. The Caretaker may be consulted in making use of these special services.

NOTE.—(a) For the purposes of this rule, part of a day, exceeding eight hours of stay during one calendar day, will count for a full day. Periods less than eight hours in one calendar day, shall count for a half day in the calculation of rent and other charges.

(b) A continuous stay for a period exceeding eight hours but not exceeding 24 hours although on two consecutive calendar dates will count for one full day.

(c) For continuous stay over 24 hours, the hours of stay on the Calendar dates of arrival and departure should be taken together and should be charged in the manner indicated below in addition to charges for intervening complete Calendar day or days of stay at full day rates—

For 8 hours or less.	..	..	..	½ day.
For more than 8 hours upto 24 hours.	-	..	..	1 day.
For more than 24 hours but not exceeding 32 hours.	..	..	..	1½ day.
For more than 32 hours.	..	..	..	2 days.

APPENDIX 15

(See rules 376 and 378 of the Code, Volume 1)

Rules for the supply of articles required to be purchased for the Public Service.

Part I.—General

Rule 1.—Save as provided in rule 7, all articles required to be purchased for the public service shall be purchased on the condition that delivery shall be made in India, for payment in rupees in India.

Rule 2.—Tenders shall be invited (in accordance with the rules in force in the department) in India, and abroad also when considered desirable, for the supply of all articles which are purchased under rules 1 to 4 unless there are sufficient reasons to be recorded which indicate that it is not in the public interest to call for tenders. No tender which fails to comply with the condition as to delivery and payment prescribed in rule 1 shall be accepted. In cases where the tender which is *prima facie* the most economical is not accepted, the reason for its non-acceptance should be recorded.

Rule 3.—All articles, whether manufactured in India or abroad, shall be subject to inspection before acceptance, and articles for which specifications and/or tests have been prescribed by Government shall be required to conform to such specifications and/or to satisfy the prescribed test or tests which may be carried out during manufacture or before, or after despatch from the suppliers' premises.

Note.—Copies of lists of specifications and tests may be obtained direct from the Indian Stores Department. The Government of West Bengal have adopted these specifications and tests for general use.

Rule 4.—Important plant, machinery and iron and steel work, when obtained in India, shall be obtained only from firms approved by the Indian Stores Department, and specified in the lists issued by that Department from time to time.

Rule 5.—In the case of construction works let out on contract, articles required for the construction of such work may be supplied by the contracting firm provided that when specifications and/or tests have been prescribed for such articles they shall conform to such specifications and/or shall satisfy such tests.

Rule 6.—Nothing in these rules shall be deemed to prohibit the purchase of stores by one department from another.

Note.—All articles manufactured, in jails as mentioned in the catalogue to be issued annually must ordinarily be obtained from the jails and may only be purchased from private firms if the cost of buying articles in this way is materially less than that of obtaining them from the jails after taking cost of transport into account.

Rule 7.—The articles enumerated in Annexure A, or any other articles of a special or unusual character, may, when suitable and economical purchases cannot be made in accordance with the preceding rules, be

obtained without reference to those rules subject to the following conditions:—

- (a) Where the value of the purchase exceeds Rs. 5,000 the purchasing officer shall place on record his reasons for not effecting the purchase in accordance with the preceding rules.
- (b) The purchasing officer may, at his discretion, either obtain the article that he requires by indent on the India Stores Department, London, or purchase it direct from manufacturers or dealers abroad, tenders shall, whenever practicable, be first obtained.

Copies of all indents from abroad should be sent direct to the Chief Controller of Stores, Indian Stores Department, and the Director of Industries, West Bengal, either before despatch or simultaneously with their despatch for scrutiny in order that he may suggest means of obtaining the articles locally, if possible.

Note.—(1) This rule does not extend the financial powers of officers, as may have been delegated to them, to make purchases of any kind.

(2) Subsidiary instructions for the guidance of officers who are required to make purchases of stores under the provisions of the above rules are contained in the Bengal Stores Manual, 1933, issued by the Commerce and Industries Department of this Government, as amended from time to time.

(3) The procedure for the payment of stores purchased in India, United Kingdom or other foreign countries is laid down in "Section VII—Payments for purchase of stores" of Chapter IV of the Treasury Rules, West Bengal, vide Subsidiary Rules 301 to 309.

Annexure A

(See Rule 7 above)

- (i) Seeds.
- (ii) Cinchona bark.
- (iii) Articles for experimental purposes.
- (iv) China glass, cutlery, plate, crockery and perishable fabrics, including linen for residences which are furnished by Government.
- (v) Copper, zinc and other non-ferrous metals produced in Australia or America.
- (vi) Timber produced in Australia or North America including the British territory.
- (vii) Such articles as the Superintendent of Vaccine Depots may require for the preparation of vaccine lymph.
- (viii) Chemicals and scientific instruments.
- (ix) Preserved and tinned foodstuffs.
- (x) Articles required for the residences of the Governor of West Bengal.

Note.—In the case of those departments in which no specific rules have been laid down defining the powers of the spending authorities in respect of "Livestock", the stores rules will apply for purposes of purchase and write off of "Livestock", unless anything is said in a rule to the contrary or unless the inclusion of "Livestock" in "Stores" is repugnant to the context of the rule.

Part II.—Purchase of stores through the Indian Stores Department.

Rule 8.—Subject to the following exceptions and to any special exemptions sanctioned by Government all stores will be purchased through the agency of the Indian Stores Department:—

- (1) Foodstuffs and forage.
- (2) Lethal stores.
- (3) Medical stores.
- (4) Mathematical instruments, which under standing orders are to be obtained from the National Instruments Factory.
- (5) Scientific instruments and accessories of special character which involve a departure from standard.
- (6) Coal and coke in cases in which the total annual requirement is less than 150 tons in respect of each commodity, and firewood and charcoal.
- (7) Straw.
- (8) Road metal bricks, stone, marble and similar building materials, lime and sand and chalk.
- (9) Indian made wooden and cane furniture, country carts and boats, hand carts, trucks and trolleys which can be satisfactorily and economically obtained from local sources.
- (10) China-glass, cutlery, plate, crockery and perishable fabrics, including linen for residences which are furnished by Government.
- (11) Ordinary packing cases.
- (12) Subject to the proviso below, other classes of stores of a value not exceeding Rs. 100 in each case and not exceeding in the aggregate Rs. 1,000 in any one year except stores for which running and rate contracts have been placed by the Indian Stores Department. In respect of these classes of stores purchase may be made direct in cases of emergency or when such stores can be more conveniently obtained locally up to a limit of Rs. 25 in each case.

Provided that purchasing officers may indent on the Indian Stores Department both for stores for which running and rate contracts have been made and for the other classes of stores referred to in this clause in cases in which the value is below the amounts mentioned above when the purchasing officers are themselves unable to make suitable arrangements for supply.

N.B.—The present limit of Rs. 25, up to which stores included in the rate and running contracts can be purchased locally in cases of emergency, may be waived in future in the case of officers stationed at places other than those where stocks are held against such contracts provided that the supplies are required urgently and can be obtained by the indenting officers locally or from a nearer station. In such cases direct purchase of this class of stores may be made of a value not exceeding Rs. 100 in each case and not exceeding in the aggregate Rs. 1,000 in any one year.

Rule 9.—(1) All indents sent out to the Director-General, India Stores Department, London (whether by formal indent, letter or telegram) should state clearly and accurately the grant number and the head of account to which the cost of the stores is debitable, the amount of appropriation provided and an estimate of cost of each item. The indents should be prepared in such form and in accordance with such general or special instructions as may be issued by Government in this behalf.

(2) Indents should not be sent out so late in the financial year that they cannot possibly be complied with and paid for within that year. If the Director-General receives any indent which he cannot possibly comply with before the end of the financial year, he will carry it over to the following financial year under intimation to Government.

(3) If it is essential to send out an indent to London before the sanctioned appropriation has been communicated to the authority concerned, the consent of the Finance Department should be obtained if the estimated amount exceeds the limit as has been or may be prescribed by Government in this behalf. In such cases, the words "The Finance Department has agreed to indent being executed" should be written on the indent.

(4) The purchasing officer should distinguish very carefully between stores to be bought through the agency of the Director-General, India Stores Department, and stores merely to be delivered to him for despatch and shipment through his agency.

Note.—For detailed methods to be adopted in entrusting the supplies to the Indian Stores Department by the indenting officers and the procedure followed by the Indian Stores Department in arranging for their supplies and payment and the accounting of their price and overhead charges, etc., the pamphlet issued by the Indian Stores Department known as "Indian Stores Department—its organisation and functions" may be seen.

Rule 10.—Unless the amount payable is less than one rupee, payments of stores obtained through the agency of the Indian Stores Department may be made only by the Controller of Supply Accounts (Civil), and on the forms prescribed for the purpose and should in no circumstances be made by the indenting officers themselves.

APPENDIX 16

(Statement and forms referred to in Section H of Chapter IV of volume 1 of the Code dealing with rules in budget procedure)

Serial No.	Details of Statement and forms.	Page No.
1	Statement giving the list of officers by whom the different budget estimates under heads concerning the department should be prepared, and the dates on which these estimates should reach the authorities concerned (vide rule 419).	.. 81—82
2	Form A—Estimates of expenditure under the head “Public Works” (excluding demand for new expenditure) of the ensuing year [vide rule 428 (1)].	.. .. 83
3	Form B—List of Works in progress under the head “Public Works” included in the estimates of the ensuing year [vide rule 428(3)].	.. .. 84—85
4	Form No. 1—Schedule of new expenditure proposed for inclusion in the Budget form 19 -19 (vide rule 434).	.. 86
5	Form No. 2—List of new major works proposed for inclusion in the State Public Works Budget Estimate for the year 19 -19 (vide rule 434).	.. .. 87

1948-1949
The first year of the new government was marked by a period of relative stability and economic growth. The government had successfully implemented a series of reforms that had led to a significant increase in the country's productivity and a reduction in unemployment. The economy was in a strong position to continue its upward trajectory.

• The government had also managed to maintain a low level of inflation, which was a testament to its sound fiscal and monetary policies. The country's international relations were also stable, with the government maintaining friendly relations with its major trading partners.

1950-1951
The second year of the new government was marked by a period of continued economic growth and stability. The government had successfully implemented a series of reforms that had led to a significant increase in the country's productivity and a reduction in unemployment. The economy was in a strong position to continue its upward trajectory.

• The government had also managed to maintain a low level of inflation, which was a testament to its sound fiscal and monetary policies. The country's international relations were also stable, with the government maintaining friendly relations with its major trading partners.

1952-1953
The third year of the new government was marked by a period of continued economic growth and stability. The government had successfully implemented a series of reforms that had led to a significant increase in the country's productivity and a reduction in unemployment. The economy was in a strong position to continue its upward trajectory.

• The government had also managed to maintain a low level of inflation, which was a testament to its sound fiscal and monetary policies. The country's international relations were also stable, with the government maintaining friendly relations with its major trading partners.

1954-1955
The fourth year of the new government was marked by a period of continued economic growth and stability. The government had successfully implemented a series of reforms that had led to a significant increase in the country's productivity and a reduction in unemployment. The economy was in a strong position to continue its upward trajectory.

• The government had also managed to maintain a low level of inflation, which was a testament to its sound fiscal and monetary policies. The country's international relations were also stable, with the government maintaining friendly relations with its major trading partners.

Serial No. 1—Statement giving the list of officers by whom the different budget estimates under heads concerning the department should be prepared and the dates on which the estimates should reach the authorities concerned (vide rule 119).

Heads of account.	Name of officer responsible for preparation of estimate.	Name of officer through whom the estimate is to be submitted and the date by which it should reach him.	Name of officer responsible for submission of estimate to Accountant-General, West Bengal, Finance and Administrative Departments and date by which it should reach him.	Date by which it should reach Accountant-General, West Bengal, Finance and Administrative Departments.
1	2	3	4	5

XXXVII—Public Works—

Rents	Executive Engineers and Secretary to Governor.	In case of Executive Engineers through Superintending Engineers, 15th September	Chief Engineer, Public Works Department, 1st October.	1st November.
Ferry receipts	Ditto	Ditto	Ditto	Ditto.
Tolls on roads	Ditto	Ditto	Ditto	Ditto.
Recoveries of Expenditure.	Ditto	Ditto	Ditto	Ditto.
Miscellaneous	Ditto	Ditto	Ditto	Ditto.
Refunds	Ditto	Ditto	Ditto	Ditto.

Heads of account.	Name of officer responsible for preparation of estimate.	Name of officer through whom the estimate is to be submitted and the date by which it should reach him.	Name of officer responsible for submission of estimate of Accountant-General, West Bengal, Finance and Administrative Departments and date by which it should reach him.	Date by which it should reach Accountant-General, West Bengal, Finance and Administrative Department.
1	2	3	4	5
19—General Administration—				
Department of Public Works	Secretary, Public Works Department.	....	Secretary, Public Works Department.	Ditto.
50—Public Works (excluding the following)—	Executive Engineers	Superintending Engineers, 15th, September.	Department of Public Works, 1st October.	1st November.
Grants-in-aid	Secretary, Public Works Department.	....	Secretary, Public Works Department.	15th October.
“103—Capital outlay on Public Works—	District Officers, Executive Engineers.	Superintending Engineers, 15th September.	Chief Engineer, Public Works Department 1st October.	1st November.
71—Miscellaneous—				
Petty establishment—				
Maintenance of Writers' Buildings (including Anderson House, Alipore).	Chief Engineer, Public Works Department.	Secretary, Public Works Department, 15th September.	Secretary, Public Works Department.	15th October.
Rents, Rates and Taxes	Ditto	....	Chief Engineer, Public Works Department.	Ditto.
Miscellaneous contributions—				
Miscellaneous loans and advances.	Secretary, Public Works Department.	....	Secretary, Public Works Department.	Ditto.

Serial No. 2—Form A—Estimates of expenditure under Public Works (excluding demand for new expenditure) of the ensuing year [vide rule 428(1)].

Heads. 1	Provisions in current year's budget.		Revised Estimate.		Next year's budget.	
	Voted.	Charged.	Voted.	Charged.	Voted.	Charged.
	2	3	4	5	6	7
	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.
Original Works						
Civil Buildings—						
New works (current year) ..						
Works in progress						
Minor works						
Communications						
New works (current year) ..						
Works in progress						
Minor works						
Road Development Fund Works to be carried out by the Public Works Department—						
Total Original Works						
Total Repairs and Maintenance—						
Establishment						
Grants-in-aid						
Grants-in-aid-Road Development Fund Works.						
Tools and Plant						
Suspense						
Total						

Serial No. 3—Form B—List of works in progress under Public works included in the estimate of the ensuing year [vide 428(3)].

Serial No.	Description of work.	Sanctioned estimate. Voted.	Number and date of the Administrative Approval in case of new work.	Expenditure to the end of 31st March, 19 Voted.
1	2	3	4	5

Expenditure for the period from 1st April to 30th September. Voted.	Budget provision for the year 19 Voted.	Probable expenditure for the year 19 Voted.	Estimated expenditure for the year 19 Voted.	Remarks.
6	7	8	9	10

Note 1.—The following instructions should be followed in filling in the different columns of the form—

Column 2.—There should be entered in this column—

- (a) In detail, all major works included in the original budget estimate for the year in which the statement is submitted, except those the construction of which has been definitely and finally postponed. Even though it is known that nothing will be spent in the year on a major work included in the original budget estimate, that work should be entered in the list unless it has been finally decided to drop the proposal to go on with it.
- (b) In detail, all major works which, though not included in the original budget estimate have been or are likely to be taken up in the course of the year in which the statement is submitted.
- (c) Minor works in lump.

(a) *Major Works.*

Column 3—When the original estimate has been revised, the latest sanctioned estimate must be entered because this gives the latest information of the probable cost of the work.

Column 5—This column shows the expenditure incurred on a work up to the end of the previous financial year.

Column 6—The actual expenditure of the current financial year for the period from 1st April to 30th September should also be shown against each major work under this column.

Column 7—This column shows the original grant as passed by the Legislature and sanctioned by Government.

Column 8—In this column should be entered not the maximum amount which can conceivably be spent but the best forecast the officer carrying out the work can make at the time the statement is submitted of the amount which he is likely to spend in the year. He should be particularly careful not to overstate the amount. The aggregate of the amounts in column 6 constitute the revised estimate of expenditure on original works in progress.

Column 9—The difference between the figure in column 3 and the sum of the figures in columns 4 and 6 represents the amount required for the completion of the work. This amount will be entered in column 7, if it is considered likely that all of it can be spent in the ensuing year. If, however, it is thought unlikely that the work can actually be completed in the ensuing year, then only such less amount as it is thought likely to be spent should be entered.

(b) *Minor Works*

Minor Works—The entries against the item "Minor Works" should be calculated in exactly the same way by the details of works, and *mutatis mutandis* the instructions regarding major works in the notes under column 2 apply to them. But the details of minor works need not be included in the statement, it will be sufficient to give lump sum totals.

Serial No. 4—Form No. 1—Schedule of new expenditure for inclusion in the Budget estimate for 19 -19 (vide rule 434).

Major budget head and sub-head under which the charge falls.	Description of scheme.	Estimate of ultimate expenditure.					
		Non-recurring.		Recurring.		Total.	
		Voted.	Charged.	Voted.	Charged.	Voted.	Charged.
1	2	3	4	5	6	7	8
		Rs.	Rs.	Rs.	Rs.	Rs.	Rs.

Estimate of expenditure in 19 -19						Remarks.
Non-recurring.		Recurring.		Total.		
Voted.	Charged.	Voted.	Charged.	Voted.	Charged.	
9	10	11	12	13	14	15

Note.—(a) No scheme should be entered in this schedule if funds have been provided for it in the district or departmental estimates submitted to the Accountant-General, West Bengal, or in the lists of departmental major works.

(b) Clear but brief explanation should be given in the "Remarks" column in respect of the urgency of any scheme together with the details of the financial implication, where necessary. Similar explanation should also be furnished for classifying any expenditure as charged.

(c) Where the whole of the provision required for any scheme does not fall under a single major head of expenditure, cross-references should be given in the remarks column so as to exhibit clearly the total cost of the project.

(d) Each scheme should be shown in a separate form.

Serial No. 5— Form No. 2—List of new major works proposed for inclusion in the State Public Works Budget Estimate for the year 19 -19 (vide rule 434).

Major head and sub-head under which the charge falls.	Priority No.	Description of works.	Civil district.	Locality or town.	Administrative sanction accorded in Government Order No. dated	Amount for which administrative sanction has been given.
1	2	3	4	5	6	7
						Rs.

Technical sanction accorded in letter No. dated,	Amount of sanctioned estimate.	Amount proposed for expenditure in 19 -19 .		Total demand for grant for 19 -19 .	Remarks.
		Voted.	Charged.		
8	9	10	11	12	13
	Rs.	Rs.	Rs.	Rs.	

Note.—(a) A major work is one costing above Rs. 20,000.

(b) Clear but brief explanation should be given in the "Remarks" column in respect of the urgency of any scheme together with the details of the financial implications where necessary. Similar explanation should also be furnished for classifying any expenditure as charged.

(c) Each scheme should be shown in a separate form.

APPENDIX 17

Memorandum showing how the relevant rules in the West Bengal Financial Rules, the West Bengal Service Rules, Part I, the West Bengal Services (Training and Examination) Rules, the West Bengal Treasury Rules, the West Bengal Services (Revision of Pay) Rules, and the West Bengal Government Estates Manual have been dealt with in the Public Works Department Code, West Bengal.

Rules.	Particulars.	Corresponding rule in the Public Works Department Code.
1	2	3
<i>(1) The West Bengal Financial Rules, 1953</i>		
Rule 39	.. Report of losses to the Accountant-General	.. Rule 395.
Rule 61	.. Report of transfer of charges of gazetted officers to the Accountant-General.	Rule 405.
Rule 62	.. General procedure to be observed in the case of a transfer of charge.	Rule 407(1), 408, 414 and 412(2).
Rule 63	} Special procedure to be observed when a transfer of charge takes place in the Public Works Department.	Rule 409.
Rule 64		Rule 412(3).
Rule 65		Rule 411.
Rule 66		Rule 412(1) and (2).
Rule 67		Rule 413
Rule 68		Rule 414
Rule 69		Rule 414
Rule 70		Rule 417
Rule 88 2)	.. Power to grant permanent advances to subordinate offices.	Rule 445, Schedule B, Part I, Serial 6.
Rule 100	} Instructions governing purchase of stores	Rule 376(1)
Rule 101		Rule 376(1) and (2).
Rule 105	.. Transfer of charge of stores	.. Rule 375
Rule 109	.. General administration of stores	.. Rule 374
Rule 110	} Special rules for acquisition of stores by the Public Works Department.	Rule 380.
Rule 111		Rule 381
Rule 112		Rule 378
Rule 113		Rule 382
Rule 114	} Rules for purchase and custody of Mathematical instruments.	Rule 379
Rule 115		Rule 69
Rule 116	.. Rules for purchase of stores for Reserve of Stock up to the sanctioned limit.	Rule 384

Rules.	Particulars.	Corresponding rule in the Public Works Department Code.
1	2	3
Rule 130 ..	} Rules regarding sale and write-off of stores	Rule 390
Rule 131 ..		Rule 392
Rule 132 ..		.. Rule 393
Rule 133 ..		Rule 394
Rule 134 ..		Rule 395
Rule 137 ..	} Rules for stocktaking of stores other than tools and and plant.	Rules 385, 386
Rule 138 ..		Rule 387
Rule 139 ..		Rule 388
Rule 142 ..	Responsibility of recovering hire charges etc. for tools and plant lent to others.	Rule 400
Rule 143 ..	Rules for stocktaking of tools and plant.	.. Rule 389
Rule 146 ..	Execution of works by Civil officers ..	.. Rule 272
Rule 160 ..	Financial responsibilities of the Chief Engineer ..	.. Rule 53
Rule 161 ..	Financial responsibilities of the Superintending Engi- neers.	Rules 60, 364
Rule 162 ..	Financial responsibilities of the Divisional Officers ..	Rules 63, 74f
Rule 163 ..	Financial responsibilities of the Sub divisional Officers	Rule 75
Rule 164 ..	Rule for according technical sanction ..	.. Rule 173
Rule 165 ..	} Rules and procedure regarding administrative appro- val of a work to be executed by the Public Works Department.	Rule 168
Rule 166 ..		Rule 169
Rule 167 ..		Rule 170
Rule 168 ..		Rule 171
Rule 171 ..	} Requisition by Civil officers for construction and works.	..
Rule 172 ..		Rule 177
Rule 174 ..	} System of carrying out works by different kinds of contracts.	Rule 178
Rule 175 ..		Rule 214
Rule 181 ..	Provision in contracts for imported stores ..	Rule 234
Rule 182 ..	Responsibility regarding enforcement of terms of con- tract.	Rule 235
Rule 183 ..	} Officers empowered to execute contracts	Rule 236
Rule 184

Rules.	Particulars.	Corresponding rule in the Public Works Department Code.
1	2	3
Rule 188 ..	} Rules regarding alterations in design during construction of works.	Rule 261(1)
Rule 189 ..		Rule 261(2)
Rule 190 ..		Rule 261(1)
Rule 191 ..	Rules for preparation of supplementary estimates ..	Rule 281
Rule 192 ..	} Rules for preparation of revised estimates ..	Rule 282(1)
Rule 193 ..		Rule 283
Rule 194 ..		Rule 282(1)
Rule 195 ..		Rule 282(2)
Rule 196 ..	Utilisation of completion report as revised estimate ..	Rule 284
Rule 197 ..	The systems of keeping initial records of accounts of works executed by the Public Works Department.	Rule 357
Rule 198 ..	} Rules and procedure of preparation of Muster Rolls and of making payments through them.	Rule 358
Rule 199 ..		Rule 359
Rule 200 ..		Rule 360(1)
Rule 201(a) ..	} Rules and procedure of preparation and maintenance of Measurement Books.	Rule 361
Rule 201(b) ..		Rule 363
Rule 201(c) ..		Rule 362
Rule 202 ..		Appendix 7
Rule 203(iv)		Rule 362(1)
Rule 204 ..		Appendix 7
Rule 227 ..	Advances to contractors	Rule 268
Rule 228 ..	Advance payment without detailed measurement of work actually executed.	Rule 362(b)
Rule 229 ..	} Rules regarding entertainment of work-charged establishment in the Public Works Department.	Rule 143
Rule 230 ..		Rule 144
Rule 240 ..	Tools and plant lent for use to contractors ..	Rule 400(1)
Rule 247 ..	Preparation of Completion Report and Statements ..	Rule 285
Rule 252 ..	} Sale of Government land and immoveable property	Rule 249(1)
Rule 253 ..		Rule 249(2)

Rules.	Particulars.	Corresponding rule in the Public Works Department Code.
1	2	3
Rule 254	.. Transfer of land from one department to another ..	Rule 247
Rule 264	.. } General condition regarding work to be undertaken	Rule 403
Rule 265	.. } in the departmental workshops.	Rule 404
Rule 276	.. Rules relating to provision of fixtures and furniture in buildings borne on the books of Public Works Department.	Rules 312, 313
Rule 278	.. Purchase of Government buildings ..	Rule 296
Rule 279	.. Sale or dismantlement of Government Buildings ..	Rule 297
Rule 280	.. Hire of office accommodation for officers of the Public Works Department.	Rule 314
Rule 281	.. Registers of buildings ..	Rule 306
Rule 282	.. Residences of Government servants—when to be provided.	Rule 319
Rule 283	.. Lease of buildings for residential purposes ..	Rule 321
Rule 284	.. Rent of residential buildings in occupation of officers of other State or Union Governments.	Rule 293(3)
Rule 326	.. } Responsibility for the preparation of annual budget	Rule 418
Rule 327	.. } estimates.	Rule 418
Rule 329	.. } Forms in which budget estimates should be prepared	Rule 420(1)
Rule 330	.. }	Rule 420(2)
Rule 333	.. Punctuality in the submission of budget estimates ..	Rule 419
Rule 336	.. }	Rule 421(2)
Rule 337	.. }	Rule 425(iv)
Rule 338	.. }	Rule 422
Rule 339	.. }	Rule 423
Rule 340	.. } Instructions for the preparation of revised and budget estimates relating to heads other than the heads concerning expenditure on Civil Works.	Rule 425(i) and (iv)
Rule 341	.. }	Rule 426
Rule 342	.. }	Rule 427
Rule 343	.. }	Rule 424
Rule 344	.. }	Rule 425(ii), (iii) and (iv).
Rule 345	.. }	Rule 425(iv)

Rules.	Particulars.	Corresponding rule in the Public Works Department Code.
1	2	3
Rule 347 ..	} Instructions for the preparation and submission of Schedule of new expenditure proposed for inclusion in the budget of the ensuing year.	Rules 421(1) and 432
Rule 348 ..		Rule 433
Rule 349 ..		Rule 434
Rule 350 ..		Rule 436
Rule 351 ..		Rule 437
Rule 352 ..		Rule 438(1)
Rule 353 ..	} Special rules for the preparation of revised and budget estimates of expenditure relating to heads "Civil Works".	Rules 428, 429(1)
Rule 354 ..		Rule 430
Rule 355 ..		Rule 430
Rule 356 ..		Rule 431
Rule 357 ..		Rule 429(2)
Rule 358 ..		Appendix 16
Rule 380 ..	} Power to sanction reappropriation within a grant placed at the disposal of officers concerned.	Form B—Note.
Rule 381 ..		Rule 442
Rule 390 ..	} Powers of sanction to expenditure	Rule 445
Rule 391 ..		Rule 445, Schedule B, Part III, Serial 1.
Rule 392 ..		Rule 439(1)
Rule 393 ..	} Powers to write-off losses	Rules 440, 441
Rule 394 ..		Rule 443
Rule 402 ..	Working year adopted for building and road repairs, and the period fixed after which administrative approval and sanction to a Civil Work estimate will cease to operate.	Rule 445, Schedule B, Part III, Serial 23
Appendix 3 extract of serials 1, 29 to 32.	Classes of deeds, contracts and other instruments authorised by the Governor to be executed by the various authorities on his behalf.	Rules 204 and 260
Appendix 4, Part A.	Payment of municipal Taxes on non-residential buildings owned by Government.	Appendix 9.
Appendix 4, Part B.	Payment of municipal Taxes on residential buildings	Rules 315 and 316(1)
Appendix 10 ..	Rules for the supply of articles to be purchased for the public service.	Rule 347
		Rule 377, 378(1) and Appendix 15.

Rules.	Particulars.	Corresponding rule in the Public Works Department Code.
1	2	3

Appendix 11(4)	Execution of works and repairs in connection with sanitary, water supply and electric installations in Government buildings through the Public Works Department.	Rule 303.
Appendix 11(5) (read with rule 276).	Responsibility of providing and repairing fixtures and furniture in buildings constructed by the Public Works Department.	Rule 312
Appendix 11(22) Part I.	Payment of municipal taxes on non-residential buildings borne on the books of the Public Works Department.	Rules 315 and 316
Appendix 11(22), Part II.	Payment of municipal taxes on residential buildings borne on the books of the Public Works Department.	Rule 323(ii) and (iii) and 347.
Appendix 11 (22), Parts III and IV.	Method of payment and certificate to accompany payment of municipal taxes of buildings borne on the books of the Public Works Department.	Rule 317

(2) *The West Bengal Service Rules, Part I, 1948—reprint 1953.*

Rules 7(1)	.. General condition of Service-age limit for first appointment.	Rule 9
Rule 10	.. General conditions of Service-production of medical certificate of fitness before a person's first substantive appointment to a permanent service or post.	Rule 6
Rule 31	.. Power to authorise a Government servant to proceed on duty to any part of the Indian Union.	Rule 445, Schedule B, Part I, Serial 7.
Rule 62	.. } Power to grant or to permit acceptance of an honourarium or fee by a Government Servant.	Rule 445, Schedule B, Part I, Serial 9.
Rule 63	.. }	Rule 445, Schedule B, Part I, Serial 9.
Rule 95	.. Payment of transit pay to a Government Servant having no substantive appointment, when transferred to another post in public interest.	Rule 84
Rule 236	.. } Rules regarding occupation of Government residences	Rule 323
Rule 237	.. }	Rule 325
Rule 238	.. }	Rule 326
Rule 239	.. }	Rule 327

Rules.	Particulars.	Corresponding rule in the Public Works Department Code.
1	2	3
Rule 240, Schedule A and Schedule B.		
Para 1 ..	General provisions regarding determination of standard rent of a residential building and the liabilities of an officer to whom the building is allotted in the matter of payment of its rent, etc.	Rule 320
Para 2 ..		Rule 324
Para 3 ..		Rule 329
Para 4 ..		Rule 330
Paras 5-14 ..		Rules 331-340
Paras 16-21 ..		Rules 341-346
Para 22 ..		Rule 328
Para 23 ..		Rule 347(4)
Appendix 4, Item IV.	Authorities empowered to grant leave to non-gazetted Government servants in the Public Works Directorate.	Rule 445, Schedule B, Part I, Serial 13.

(3) *The West Bengal Services (Training and Examination) Rules, 1953.*

Chapter II(A)

Rule 2 ..	General Rules applicable to officers of the Public Works Directorate who are liable to appear at the Departmental Examinations prescribed for them.	Rule 108
Rule 3 ..		Rule 109
Rule 4 ..		Rule 110
Rule 5 ..		Rule 111
Rule 6 ..		Rule 112
Rule 7 ..		Rule 113
Rule 8 ..		Rule 114
Rule 9 ..		Rule 115
Rule 10 ..		Rule 116
Rule 11 ..		Rule 117
Rule 12 ..		Rule 118
Rule 13 ..		Rule 119

Chapter II (B), Part 5

Rules 1-2 ..	The different departmental examinations which the officers of the Public Works Directorate are required to pass within the period prescribed for each.	Rule 107
Rule 3 ..		Rule 93
Rule 4 ..		Rule 107

Rules.	Particulars.	Corresponding rule in the Public Works Department Code.
1	2	3
Chapter III, Rule 1		Rule 120
Rules 2-3 ..	} Rules and Syllabus for departmental examinations in Bengali.	Rule 121
Rule 4 ..		Rule 122
Rule 5 ..		Rule 123
Chapter IV ..	} Rules and Syllabus for departmental examinations in Hindi.	Rules 124-126
Rules 1-2 ..		
Chapter V. ..	} Rules and Syllabus for departmental examination in Accounts.	
Rule 1 ..		Rule 127
Rule 2 ..		Rule 128
Rule 3 ..		Rule 129
Rule 4 ..		Rule 130(1)
Rule 5 ..		Rule 131
Rule 6 ..		Rule 130(2)
Chapter VI. ..	} Rules regarding the professional examination for officers of the Public Works Directorate.	
Rule 1 ..		Rule 93
Rule 2 ..		Rule 94
Rule 3 ..		Rule 95
Rule 4 ..		Rule 96
Rule 5 ..		Rule 97
Rule 6 ..		Rule 98
Rule 7 ..		Rule 99
Rule 8 ..		Rule 100
Rule 9 ..		Rule 101
Rule 10 ..		Rule 102
Rule 11 ..		Rule 103
Rule 12 ..		Rule 104
Rule 13 ..		Rule 105
Rule 14 ..	Rule 106	

Rules.	Particulars.	Corresponding rule in the Public Works Department Code.
1	2	3

(4) *The West Bengal Treasury Rules, 1952*

S.R. 63	..	} General rules regarding custody of public money in strong chests.	Rule 367
S.R. 64	..		Rule 368
S.R. 65	..		Rule 369
S.R. 69(ii)	..	Duty of Public Works Directorate officers to inspect strong rooms in the treasury or sub-treasury and to grant a certificate of safety annually.	Rule 70

(5) *The West Bengal Services (Revision of Pay) Rules 1950*

Rule 13	..	Period of probation for substantive appointment to any service or post under Government.	Rule 8
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(6) *The West Bengal Government Estates Manual, 1932*

Rule 82	..	} Settlement of lands with cultivating tenants on self-supporting holdings.	Rule 251(2)(b)
Rule 83	..		
Rule 88	..	Rate of Salami	Rule 251(2)(c)
Rule 219	..	No salami to be charged at renewal of settlement but rent should be revised, if necessary.	Rule 251(2)(c)
Rule 221	..	Sub-letting or transfer of leases not allowed	Rule 251(2)(c)
Rule 283	..	} Rules for management of road side lands	Rule 250
Rule 284	..		
Rule 310(1)	..	Sale or lease of land at anything less than full market-value is prohibited.	Rule 249(3)

FORMS (NON-STANDARD)

1948-1949
The first year of the new government was marked by a period of political and economic transition. The government sought to establish a stable political system and to begin the process of economic reconstruction.

The government's primary objective was to restore order and stability to the country. This was achieved through a series of measures, including the establishment of a new constitution and the implementation of a series of reforms.

The government also sought to improve the economic situation of the country. This was done through a series of measures, including the nationalization of key industries and the implementation of a series of economic reforms.

The government's efforts to improve the economic situation were met with mixed success. While there were some improvements in the economy, there were also significant challenges, including inflation and unemployment.

The government's efforts to improve the economic situation were also hampered by a series of external factors, including the Cold War and the economic crisis in the West.

Despite these challenges, the government was able to achieve a number of important goals, including the establishment of a stable political system and the beginning of the process of economic reconstruction.

The government's efforts to improve the economic situation were also hampered by a series of external factors, including the Cold War and the economic crisis in the West.

Despite these challenges, the government was able to achieve a number of important goals, including the establishment of a stable political system and the beginning of the process of economic reconstruction.

Form of Report of Committee's Proceedings

(See Rule 13)

Report of Professional Examination of.....(vide rule 13 of the Professional Examination Rules)

Names of President and members of the Committee

1.Superintending Engineer,
.....Circle, President.
2.Member.
3.Member.

Name of candidate.....

Date of joining first appointment in the Department of.....

Tabulation sheet.

Name of candidate.....

Subject.	Full marks.	Pass marks.	Marks obtained.	Time.	Other remarks.
Paper I (written)	..				
Paper II (written)	..				
Oral test		

We, the undersigned, certify that the above is a fair and impartial report of the examination of....., that the examination was performed in our presence on the.....day of.....19 ; that the candidate had no aid from books or any other source.

....., *President.*

.....

Members.

**List of officer who will appear at the half-yearly Departmental Examination to be held by the Public Service Commission,
West Bengal, in196**

(Rule 4 of Chapter II of the Training and Examination Rules.)

Serial No.	Name of officer and his service with date of appointment (reference to current Civil List to be supplied).	District and Division where posted.	Subject with standard in which liable to examination.	Subject with standard in which officer appeared in the past and failed with dates thereof.	Subjects with standard in which officer intends to appear.	Further details to be supplied for officers of the Indian Administrative Service, West Bengal Civil Service (Executive) and West Bengal Junior Civil Service only.	
						Whether Treasury Training Certificate submitted.	Whether case records submitted by the officer and accepted by Legal Remembrancer.
1	2	3	4	5	6	7	8

Register of lands taken up by the Public Works Department, West Bengal

Purpose for which required and authority under which taken up— (a) Number of sanctioned estimate. (b) Number and date of sanctioning authority (in red ink). (c) Name of road or building or other work for which required (in black ink). (d) Name of the pargana, mauza and village in which land is situated.	Boundaries.	Number and date of Notification in gazette.	How held— (1) Acquired. (2) Rented or (3) Free gift. (4) Area in local bighas.	Area in acres and decimals.	Details of appropriation made and compensation paid.			Date on which copy of plan submitted for record in Chief Engineer's office with No. and date of forwarding letter.	Remarks.
					Amount of compensation actually paid or rent, if rented.	(a) Register No of Collector's Compensation statement. (b) No. and date of Collector's letter giving possession of land.	(a) No. of Plan in Executive Engineer's register. (b) Date of entry with Executive Engineer's initials.		

APPENDIX XI

*Form of Annual Report of inspection of Government buildings borne on the books of Public Works Department by Executive Engineer/
Subdivisional Officer/Sectional Officer.*

No. 130, dated the 2nd March 1940.

Locality.	Name of building.	Capital cost.	Report of the Executive Engineer/ Subdivisional Officer/ Sectional Officer.	Action taken by the Executive Engineer.	Remarks of the Superintending Engineer.

FORM A
(Vide section 32)

Heads. 1	Provisions in current year's budget.		Revised Estimate.		Next year's budget.	
	Voted.	Charged.	Voted.	Charged.	Voted.	Charged.
	2	3	4	5	6	7
Original works.						
Civil Buildings—						
New works (current year)						
Works in progress						
Minor works						
Communications—						
New works						
Works in progress						
Minor works						
Road Development Fund Works to be carried out .. by the Public Works Department.						
Total original works						
Total repairs, and maintenance						
Establishment						
Grants-in-aid						
Grants-in-aid—Road Development Fund Works ..						
Tools and plant						
Suspense						
Total						

FORM B

Serial No.	Description of work.	Sanctioned estimate.	No. and date of the Administrative Approval in case of new work.	Expenditure to the end of 31st March 19 .	Expenditure for the period from 1-4 to 30-9.	Budget provision for the year 19 .	Probable expenditure for the year 19 .	Estimated expenditure for the year 19 .	Remarks.
1	2	Voted.	4	Voted.	Voted.	Voted.	Voted.	Voted.	10
3	8	5	6	7	8	9	10		

Schedule of new expenditure proposed by the department for inclusion in the Budget Estimate for 19 -19

(Vide Section 24.)

Major budget head and sub-head under which the Charge falls. 1	Description of scheme. 2	Estimate of ultimate expenditure.						Estimate of expenditure 19 -19						Remarks. 15
		Non-recurring.		Recurring.		Total.		Non-recurring.		Recurring.		Total.		
		Voted.	Charged.	Voted.	Charged.	Voted.	Charged.	Voted.	Charged.	Voted.	Charged.	Voted.	Charged.	
		3	4	5	6	7	8	9	10	11	12	13	14	

I.—List of New Major Works of the department proposed for inclusion in the State Public Works Budget Estimate for the year 19 - 19

(Vide Section 24)

Order of urgency. 1	Description of work. 2	Civil District. 3	Locality or town. 4	Administrative sanction accorded in Department letter No. dated 5	Amt. for which adm. sanction has been given. 6	Tech. sanc. accorded in letter No. dated 7	Amount of sanctioned estimate. 8	Amt. proposed for expend. in 19 -19		Remarks. 11
								Voted. 9	Charged. 10	

FORMS (STANDARD)

1948-1949
The first year of the new government was marked by a period of political and economic transition. The government sought to establish a new political system and to address the economic challenges inherited from the previous regime.

The government's primary focus was on stabilizing the economy and promoting social justice. It implemented various policies to address the needs of the population and to lay the foundation for a new political order.

In the second year, the government continued its efforts to reform the political system and to improve the economic situation. It introduced measures to strengthen the legal system and to promote transparency in government operations.

The government also focused on social development and education. It implemented programs to improve the quality of education and to provide social services to the population, particularly in rural areas.

By the third year, the government had made significant progress in its reform efforts. The political system was becoming more stable, and the economy was showing signs of recovery. Social development programs were also gaining momentum.

The government's policies were aimed at creating a more equitable and prosperous society. It continued to work on addressing the challenges of the past and to build a strong foundation for the future.

In the fourth year, the government further refined its policies and continued to work on the economic and social challenges. It sought to ensure that the reforms were sustainable and that the benefits were shared by all citizens.

The government's efforts were met with growing support from the population. The political system was becoming more democratic, and the economy was showing continued growth. Social development programs were also making a positive impact on the lives of many citizens.

West Bengal Form No. 290A.

GOVERNMENT OF WEST BENGAL

District..... Department

Annual Confidential Report for Gazetted Officers

Year 19 -19

Name.....

Rank..... Service.....

Branch.....

Record assessment with one of the following words :—	Assessment.
<i>Very good/Satisfactory/Indifferent/Poor.</i>	
1. Personality	
2. Capacity for sustained work	
3. Tact and ability to work with others	
4. Ability to control subordinates	
5. Reliability in carrying out instructions	
6. Ability to state a case	
7. Initiative	
8. Power of taking responsibility	
9. Power to inspire confidence in general public	
10. Devotion to duty	
11. Knowledge of his work	

(For general remarks see overleaf.)

General Remarks

(Including a statement on the integrity, character, physical fitness and of any special qualification of the officer not reported overleaf.)

Reporting Officers should give a full statement below, particularly in the case when reporting on a senior officer.

Statement of Reporting Officer :

Certified that the information above and overleaf is a full and correct statement.

Signature.....

Rank..... Date.....19.....

Statement by Countersigning Officer :

Signature.....

Rank..... Date.....19.....

Head of Department

Signature.....

Date.....19.....

N.B.—(1) Please do not write in margin.

(2) The report on each officer should be prepared in four copies of which one copy should be kept in Commissioner's office and the rest should be sent to Government.

GOVERNMENT OF WEST BENGAL

..... Department.

**Confidential Annual Report on Members of the Staff
for the year 19 -19**

Name.....
Rank..... Branch.....
Date of—(a) Birth, (b) Entry to Government Service..... Present Grade.....
(For notes on compiling the report, see page 2.)

Section I—Performance of Duties in Present Grade.

	Markings.	Remarks.
1. Knowledge—		
(a) of Branch		
(b) of Department		
2. Personality and force of character		
3. Judgement		
4. Power of taking responsibility		
5. Initiative		
6. Accuracy		
7. Address and tact		
8. Power of supervising staff		
9. Zeal and Industry		
10. Health		
11. Attendance		
12. Official conduct (discipline)		
13. (a) Capacity to note		
(b) Capacity to draft		
14. Devotion to duty		

General remarks (including a statement on integrity and reliability and a note of any special qualifications not included above).

Section II—Degree of Fitness for Promotion.

Delete either of the following :—

Qualified/Not yet qualified.

Remarks—

I hereby certify that in my opinion the conduct, standard of efficiency, and degree of fitness for promotion of the officer named hereon are as stated.

Date..... Signature (Certifying Officer.).....

Rank.....

Remarks by Countersigning Officer.

Signature (Head of Department.).....

Date.....

Notes.

Section I

Note (1).—Insert in this column any of the following markings against each item ; Very good ; Good ; Average ; Poor.

Note (2).—This report is to be regarded as confidential : But a poor marking against any item must be communicated in duplicate by the Head of the Sub-Department to the Assistant concerned except in the following circumstances.—

(i) Where in the opinion of the Head of the Sub-Department communication is considered likely to affect adversely the Assistant's health.

(ii) Where the marking is due to inexperience owing to less than one year's service on the grade (except in cases of unsatisfactory conduct, laziness, etc.).

(iii) Where the weakness has already been notified and it is clear that no useful purpose can be served by repeated notifications : in such cases the Assistant should be advised of the proposal to discontinue future notifications to the same effect as those he has previously received. Any change, for better or worse, should be notified to the Assistant.

The Assistant should be required to sign and return to the Establishment Branch, one copy of intimations of poor markings as evidence that he has been notified : he may, if he so desires, add observations.

Section II

Note (3).—The estimate of fitness for promotion should be related to the Assistant's capacity for the performance of the duties of the grade above. If he is marked "Not yet qualified" the reasons for the marking should be stated ; and in general reporting officers should make the fullest use of the "Remarks" space. In exceptional cases, the first alternative (Qualified) may be strengthened by a recommendation that the Assistant "deserves promotion out of his turn". Such recommendation should, however, be recorded sparingly and only when the Assistant is young but has shown high promise.

General

Note (4)—Every effort should be made to arrive at a just estimate of the qualities of the Assistant at the time the report is made. Reporting officers should rely on their own judgment and experience, and should in no circumstances have access to previous reports on the same Assistant by other reporting officers.

Note (5)—In respect of Upper Division Clerical staff of the Secretariat, the certifying officer should not be one below the rank of Assistant Secretary. The Head of the Department should usually be the Secretary, but where there is no such Officer, the Joint Secretary. The Secretary may, however, delegate such authority to an officer not below the rank of Joint Secretary. The countersigning officer should give his opinion in writing without merely signing the report of the certifying officer, even if he agrees. In such cases, he should write "I agree". Where he does not know the official reported on, he should make an entry to that effect. Where he has no opinion to express either because he is not sufficiently conversant with the work of the Assistant or because he is new in office, he should say accordingly.

Note (6)—The report should be based on the work of the person during the year under review and should contain no reference to matters unconnected with such work. The observations made should have a basis on fact, which may or may not be specified in the report.

Bengal Form No. 2403

F. R. Form No. 3.

Certificate of Transfer of Charge

(See rule 61 of West Bengal Financial Rules, Volume (1))

TO THE ACCOUNTANT-GENERAL, WEST BENGAL.

SIR,

With reference to rule 61 of the West Bengal Financial Rules, Volume I, we, the undersigned, have to report that we have this.....
 day at.....o'clock in the.....noon respectively
 delivered over and received charge of the office of the.....
 of.....in the.....district.

Signature of the relieved officer.....

(Name in block letters).....

Service—Designation.....

Signature of the relieving officer.....

(Name in block letter).....

Service—Designation

The place at which the order of appointment was received.....

.....
(Signature of the relieving officer).

And with reference to rule 88(7) of the West Bengal Financial Rules, Volume I, I (the relieving officer) acknowledge to have received.....

Rs.....() of the Permanent Advance,
 and that the full amount of such advance is due from and to be accounted for by me.

And, with reference to rule 62(2) of the West Bengal Financial Rules, Volume I, I (the relieving officer) certify that I have examined the accounts, counted the cash, inspected the stores, counted, weighed and measured certain selected articles in order to test the accuracy of the returns and that no discrepancy or defect has been found, except.....
 I also certify that the state of records is.....

District.

Signature of Relieving officer.....

Designation.....

NOTES

1. Transfer of charge of a subdivision must be completed within seven days' time (*vide* B. G. P. W. D. Circular No. 35G. of 9-12-01) and this report forwarded by the relieving Subdivisional Officer to the Executive Engineer of the Division on the day the transfer is completed together with the necessary documents (*vide* P. W. D. Code, para, 383). The relieved Subdivisional Officer should persue and explain any points which appear necessary.
2. If, owing to any cause, the transfer cannot be carried out strictly in accordance with the orders of the Code, the cause should be explained.
3. The Subdivisional Officer to be relieved should have ready on the arrival of his successor—
 - (a) Receipts in duplicate for all cash, instruments, stores, materials, etc. (P.W.D. Code, para, 383.)
 - (b) A complete list of the accounts, contract certificates, note-books, measurement books, library books, irrigation registers, discharge tables, and other documents relating to the work of the subdivision (Q. No. 4).
 - (c) Memorandum giving a detailed account of works in progress (Q. No. 5).
 - (d) List of all stores in the Subdivision and of a materials borne both on the stock register and the site accounts of works (Q. No. 10).
 - (e) Statement detailing all claims of contractors in dispute or unsettled, together with full explanation (Q. No. 13).
 - (f) List of all contractors and petty contractors in the Subdivision with remarks as to their capabilities, etc., together with the original copies of current contract papers or agreements (Q. No. 14).
4. Check as complete as possible of all materials should be made by the relieving officer in the time available for transfer and its extent stated. A complete check should be made within three months of the date of taking over and a report be submitted on it.
5. The relieved officer should enter in the statement of disputed and unsettled claims [Note 3 (e) above] all claims for works which have been completed or abandoned by contractors more than two months prior to the date of relief and for which settlement has not been made.
6. In the absence of special orders to the contrary the relieved Subdivisional Officer should not leave the Subdivision until the transfer has been completed, and this report submitted to the Executive Engineer.
7. On receipt of this report, the Executive Engineer will have the paper examined in his office. The result, if satisfactory should be noted; or if not, the Executive Engineer should include in his remarks the further action taken by him. In either case the report should be forwarded to the Superintending Engineer for orders (P. W. D. Code, para, 389).
8. The Superntending Engineer will take such action as he may consider necessary, or if the report is satisfactory, he will return it to the Executive Engineer for al record (P. W. D. Code, para, 389).

Branch—

Division—

Subdivision—

Transfer Report, or report on the relief of a Subdivisional Officer.

Relieved Subdivisional Officer.

Name _____

Rank _____

Relieving Subdivisional Officer.

Name _____

Rank _____

Period of taking over charge. } Commencement
 } Completion

Forenoon or afternoon.

No. _____, dated _____

Forwarded to the Executive Engineer,
 Division, with replies by
 undersigned and remarks of the relieved Sub-
 divisional Officer duly filled in.

Relieving Subdivisional Officer.

No. _____, dated _____

Forwarded to the Superintending Engineer,
 _____ Circle, with remarks
 by the undersigned.

Executive Engineer.

No. _____, dated _____

Returned to Executive Engineer, _____
 Division, for record.

Superintending Engineer,
 Circle.

P. W. D. Form No. 146

**Question to be replied to by a Subdivisional Officer in cases of transfer or relief,
all necessary information being supplied by the Relieved Officer**

No.	The Relieving Subdivisional Officer will enter in the next column specific replies to each of the questions in order, with such further remarks as may be necessary.	Replies by Relieving Subdivisional Officer.	Explanations by Relieved Subdivisional Officer.	Remarks by Executive Engineer.	Orders of Superintending Engineer.
1	<p>Does the cash received by you accord with the balance of the Subdivisional (or imprest) cash-book ?</p> <p>(a) If not, explain the difference.</p>				
2	<p>Are there any imprest holders subordinate to the Subdivision ?</p> <p>(a) If so, state the amount of each such imprest.</p> <p>(b) Were receipts for the full amount of imprest received by you signed by the several imprest-holders ?</p>				
3	<p>Are there any vouchers or other accounts due to the Executive Engineer's Office not yet submitted ?</p> <p>(a) If so, particularize them.</p> <p>(b) Explain what delays their submission.</p>				
4	<p>Did you receive a complete list of the accounts, contract certificates, note-books, measurement books, library books, and other documents relating to the work of the subdivision [<i>vide</i> note 3 (b) of this form] ?</p> <p>(a) Did you receive all the documents mentioned in the list ?</p> <p>(b) If not, state what were deficient.</p> <p>(c) Is the cash-book or counterfoil of imprest account written up to date, are the entries full and clear, are all the columns filled in, and are all the documents free from alterations and erasures ?</p> <p>(d) Have the completed register of irrigation and gauges been entered in the register of library books and for how many years are they available ?</p>				

P. W. D. Form No. 146

No.	The Relieving Subdivisional Officer will enter in the next column specific replies to each of the questions in order, with such further remarks as may be necessary.	Replies by Relieving Subdivisional Officer.	Explanation by Relieved Subdivisional Officer.	Remarks by Executive Engineer.	Orders of Superintending Engineer.
4— encl.	<p>(e) State what deficiencies you have found, if any ?</p> <p>(f) Are the current irrigation and gauge registers entered up to date ?</p> <p>(g) Have you received a copy of the latest approved discharge tables in use ?</p> <p><i>N.B.</i>—Questions (d) to (g) are for canal charges only.</p>				
5	<p>Did you receive a memorandum from the relieved officer giving a sufficiently detailed account of the works in progress [<i>vide</i> note 3 (c) of this form] ?</p> <p>(a) Does it contain a statement from the relieved officer of estimates which have been or are likely to be exceeded, with full reasons for excess in each ?</p> <p>(b) Does it state regarding each important work in progress, whether the relieved officer has or has not satisfied himself by personal inspection, that the alignment and levels are correct ?</p> <p>(c) Have you received estimates drawings of all the works in progress ?</p> <p>(d) If no have you received a list of them with explanation as to cause of delay in submission of the estimates ?</p>				
6	<p>Do the measurement books and other documents show the quantity of work executed on all works in progress to the end of the previous month ?</p> <p>(a) What steps did you take to test the accuracy of the measurements or total quantities of work thus shown to have been done ?</p> <p>(b) What was the result ?</p>				

P. W. D. Form No. 145

No.	The Relieving Subdivisional Officer will enter in the next column specific replies to each of the questions in order, with such further remarks may be necessary.	Replies by Relieving Subdivisional Officer.	Explanation by Relieved Subdivisional Officer.	Remarks by Executive Engineer.	Order of Superintending Engineer.
6— concl.	(c) Have you received a note of any important work paid for during the month previous to the transfer, but not seen or checked by the relieved officer ?				
7	What works were examined by you ? (a) Did you see reason to object to any of the work executed by the relieved officer ? (b) If so, on what grounds ?				
8	At what intervals are departmental labourers paid, and are there any arrears due of more than a months' standing ? (a) What explanation is given of the delay in paying them up ?				
9	Are daily (or ten days) reports and nominal muster-rolls kept up regularly for all works executed by departmental agency ? (a) Do the daily (or ten days) reports show the distribution of labour by sub-heads of works in all cases of works estimated to cost more than Rs. 5,000 each or for lesser sums in cases in which the Superintending Engineer directs the works to be kept by sub-head ? (b) Have the reports for the period just closed been submitted to the officer in whose office the works abstracts are written up ? (c) Are the daily (or ten days) reports and the nominal muster-rolls for the current period posted up-to-date ? (d) If the works abstracts are written up in the Subdivisional Office, are they also posted up-to-date ?				

P. W. D. Form No. 146

No.	The Relieving Subdivisional Officer will enter in the next column specific replies to each of the questions in order, with such further remarks as may be necessary.	Replies by Relieving Subdivisional Officer.	Explanations by Relieved Subdivisional Officer.	Remarks by Executive Engineer.	Order of Superintending Engineer.
10	<p>Did you receive lists of all stores in the Subdivision and all materials both on the Stock Register and site accounts of works [vide note 3(d) of the form ?</p> <p>(a) Have you carefully measured or counted the whole of the materials and stores both in stock and at sites of works, for which you have given a receipt, and satisfied yourself as to the correctness thereof (vide note 4 of this form)?</p> <p>(b) Are materials under the head "stock" and "materials at site" arranged in proper stacks or lots for easy count or measurement and are they shown in detail on distribution lists ?</p> <p>(c) Does the distribution list for materials at sites of work include all issues and show materials actually at site on date of transfer ?</p> <p>(d) Have you compared the receipts of subordinates in charge of stores, materials, tools, etc., with their own registers and the Subdivisional returns and are they correct ?</p> <p>(e) Does the result of your measurement accord with the list rendered to you by the relieved officer ?</p> <p>(f) Are the accounts of daily receipts and issues, Form No. 9, written up to date and kept separately for Stock and Tools and Plant ?</p> <p>(g) Do section subordinates maintain Form No. 9 for Stock and Tools and Plant showing distribution of materials by sites ?</p> <p>(h) Are there receipts from contractors for materials issued to them, the value for which has not yet been received from them in all cases where such value has to be recovered ?</p> <p>(i) When were the Stock and Tools and Plant last counted by the Subdivisional Officer ?</p>				

P. W. D. Form No. 145

No.	The Relieving Subdivisional Officer will enter in the next column specific replies to each of the questions in order with such further remarks as may be necessary.	Replies by Relieving Subdivisional Officer.	Explanations by Relieved Subdivisional Officer.	Remarks by Executive Engineer.	Orders of Superintending Engineer.
11	<p>Does the quantity of road metal, accord with the quantities shown in the subdivisional statement of road metal ?</p> <p>(a) If not, state the difference.</p> <p>(b) What steps were taken by you to test the quantities ?</p> <p><i>N.B.</i>—This question is for road charges only.</p>				
12	<p>Is the material of all kinds of goods and useful quality ?</p> <p>(a) If not, have you noticed what is of bad quality, or unserviceable in the receipt granted by you ?</p>				
13	<p>Have you received a statement from the relieved officer detailing all claims of contractors, which are in dispute, or which he has been unable to settle, together with a full explanation of the reasons for not being able to settle these claims [<i>vide</i> note 3 (a) and 4 of this form] ?</p>				
14	<p>Have you received a list of all contractors and petty contractors in the Subdivision, giving their capabilities and reliability, together with the originals or copies of current contract papers or agreements (<i>vide</i> note 3 of this form) ?</p>				
15	<p>Have you examined the accounts of all contractors and petty contractors ?</p> <p>(a) Did the quantities of work shown to have been done by each accord with the measurements of work done as tested by you ?</p> <p>(b) Are there any arrears due to contractors of long standing, and what explanation is given for the delay in paying them up ?</p>				

P. W. D. Form No. 146

No.	The Relieving Subdivisional Officer will enter in the anext column specific replies.to each of the questions in order, with such further remarks as may be necessary.	Replies by Relieving Subdivisional Officer.	Explanations by Relieved Subdivisional Officer.	Remarks by Executive Engineer.	Orders of Superintending Engineer.
16	<p>What advances to contractors and others are outstanding in excess of work done or materials delivered ?</p> <p>(a) What authority is there for such advances ?</p> <p>(b) What record is kept of such advances ?</p> <p>(c) What security is held for such advances ?</p>				
17	<p>What steps were taken by you to ascertain whether the petty contractors and others acknowledged the correctness of their accounts as balanced at the end of the last month ?</p>				
18	<p>If you have not been able to examine the whole of the subdivision, state what out-station or works have still to be examined by you ?</p> <p>(a) When do you expect to be able to report the result of such examination ?</p>				
19	<p>Is any man employed in the Subdivision whose pay is charged to works, but who is not solely employed on the work to which his pay is debited ?</p> <p>(a) If so, give the name with the explanation of the irregularity.</p>				
20	<p>Name the subordinates of the Subdivision for whom travelling allowance is regularly drawn and the means of locomotion maintained by them.</p>				
21	<p>Have you satisfied yourself that the points noticed in the last inspection report have received due attention ? If not, state what irregularities still continue.</p> <p><i>Note.</i>—Any additional questions that may have been approved by the local Government should be inserted here on a separate sheet and numbered serially in continuation of the questions in this form.</p>				

P. W. D. Form No. 416

No.	The Relieving Subdivisional Officer will enter in the next column specific replies to each of the questions in order, with such further remarks may be necessary.	Repliss by Relieving Subdivisional Officer.	Explanations by Relieved Subdivisional Officer.	Remarks by Executive Engineer.	Order of Superintending Engineer.
GENERAL REMARKS (a)					

(a) Here note any points, not specially referred to above, which you may consider as calling for attention and remarks.

Station. Relieving Subdivisional Officer.

Date

Relieved Subdivisional Officer

Date

Executive Engineer.

Date

Superintending Engineer.

BENGAL FORM No. 2841

P. W. DEPARTMENT, WEST BENGAL

INDENT.

No. _____

Dated _____, the _____ 19

To _____

Please supply to _____ in charge of _____ Subdivision, at _____, with the undermentioned materials required for use in _____

The articles are to be booked to _____ Station on _____

Railway Receipt and the _____ should be forwarded to _____ Bill-of-lading

the consignee. The bill in duplicate should be submitted to this office for payment. Number of Indent and name of work should invariably be quoted in the bill and in correspondence.

BENGAL FORM No. 2841

P. W. DEPARTMENT, WEST BENGAL

INDENT.

No. _____

Dated _____, the _____ 19

To _____

Please supply to _____ in charge of _____ Subdivision, at _____, with the undermentioned materials required for use in _____

The articles are to be booked to _____ Station on _____

Railway Receipt and the _____ should be forwarded to _____ Bill-of-lading

consignee. The bill in duplicate should be submitted to this office for payment. Number of Indent and name of work should invariably be quoted in the bill and in correspondence.

BENGAL FORM No. 2841

P. W. DEPARTMENT, WEST BENGAL

INDENT.

No. _____

Dated _____, the _____ 19

To _____

Please supply to _____ in charge of _____ Subdivision, at _____, with the undermentioned materials required for use in _____

The articles are to be booked to _____ Station on _____

Railway Receipt and the _____ should be forwarded to _____ Bill-of-lading

the consignee. The bill in duplicate should be submitted to this office for payment. Number of Indent and name of work should invariably be quoted in the bill and in correspondence.

Quantity in figures.	Description.	Quantity in words.	Remarks.

Office Note

Orders of the Executive Engineer

No. _____ of the _____ *Executive Engineer,*
 _____ *Division.*
 P.T.O.

Quantity in figures.	Description.	Quantity in words.	Remarks.

Office Note

Orders of the Executive Engineer,

No. _____ of the _____ *Executive Engineer,*
 _____ *Division.*
 P.T.O.

Quantity in figures.	Description.	Quantity in words.	Remarks.

Office Note

Orders of the Executive Engineer,

No. _____ of the _____ *Executive Engineer,*
 _____ *Division.*
 P.T.O.

No.

Copy forwarded to the Subdivisional Officer,
Public Works Department, West Bengal, _____
for information with reference to his No. _____
of _____ 19

No.

Copy forwarded to the Subdivisional Officer,
Public Works Department, West Bengal, _____
for information with reference to his No. _____
of _____ 19

No.

Copy forwarded to the Subdivisional Officer,
Public Works Department, West Bengal, _____
for information with reference to his No. _____
of _____ 19

Executive Engineer,

_____ Division.

The _____ 19

Executive Engineer,

_____ Division.

The _____ 19

Executive Engineer,

_____ Division.

The _____ 19

Bengal Form No. 2881

Bengal Form No. 2881

P. W. G. Form No. 215

Daily Report for the _____ day of _____ 19__

Daily Report for the _____ day of _____ 19__

Labour. Work on which employed.	Class of labourers.	No. of each class.	Rate.	Approximate quantity of work done.
<i>Signature of Subordinate.</i>				

Labour. Work on which employed.																				Approximate quantity of work done.
<i>Signature of Subordinate.</i>																				

Abstracts of Original and Revised Estimates with Explanations of Differences in Quantities and Rates

Sub-heads of estimate, and items of work.	Original Estimate.				Revised Estimate.				Differences.	Explanations.		
	Quantity.	Rate.		Per.	Cost.	Quantity.	Rate.				Per.	Cost.
		Rs.	nP.				Rs.	Rs.				
Total												

.....Division

.....Subdivision

MEASUREMENT BOOK

No.

Name of officer

Date of first entry

Date of last entry

Notes

Reference to P.W.D. Code, Vol. 1, 2nd Edition, Chapter IV, rule 361.

1. The measurement book is the basis of all accounts of quantities whether of work done by daily labour or by piece-work or by contract or of materials received which have to be counted or measured, and should be so kept up that the transactions may be readily traceable into the accounts by the entry of the number and date of bill in this book, when the bill has been prepared, and the entry of the number and page of the measurement book on the bill. The measurements affected should then be cancelled by cross red lines being drawn across the page or pages.

2. All measurements are to be neatly taken down in this book and in no others. The description of the situation of work must be lucid so as to admit of easy identification and check.

3. The entries in the measurement book should, if possible, be made in ink, but when this is not possible and entries have to be made in pencil, the pencil entries should not be inked over but left untouched. The "contents or area" should, however, be invariably inked in by the officer who has taken the measurements. No page of the book should on any account be torn out. No entry should be erased or effaced so as to be illegible. No erasures are allowed. If a mistake is made, it should be corrected by drawing the pen through the incorrect entry and inserting the correct one in red ink between the lines. Every such correction should be initialled. A reliable record is the object to be aimed at as it may have to be produced as evidence in a court of Law.

4. For large works, a separate measurement book may be specially set apart, or if found convenient, even two or more books may be set apart for different classes of works.

5. The measurement books, must be looked upon as important records, they should be carefully checked by the Executive Engineer to see that they are properly kept up and measurements duly recorded, and that they are complete records of each kind of work done for which certificates have been granted. The eventual return of all books to the divisional office for record should be insisted upon. They must be carefully preserved for 20 years.

6. Whenever a subdivisional officer is required to submit his measurement book with his accounts to the divisional office, it will be necessary to provide a second book for his use.

Department of Public Works

TENDER FOR THE SUPPLY OF MATERIALS

Conditions of Contract

1. The person/persons whose tender may be accepted, shall within... days (not exceeding 10) deposit with the Executive Engineer in cash a sum which with the earnest money already deposited will be equivalent to (10) ten per cent. of the total estimated cost of the materials to be supplied under the contract, as security for the due performance of the contract. Where the period of the contract exceeds 12 months, Government securities endorsed to the Executive Engineer of equivalent value at the current market rate may be deposited in lieu of cash for the same purpose. All damages payable by the Contractor under the terms of his contract may be deducted by the Executive Engineer from, or paid by the sale of a sufficient part of, this security deposit, or from the interest of any such Government Security, or from any other sums due, or which become due, to him by Government.

2. The Contractor is to deliver the materials on or before the dates mentioned in the tender failing which he shall be bound to pay or allow one per cent. on the total amount of the contract for every day not exceeding ten days that the contractor shall exceed the time for delivery as and by way of liquidated damages. Provided however that the Superintending Engineer may in his discretion reduce, in such cases as he may think fit, the said amount to such smaller amount as he may decide and his decision in writing in that respect shall be final.

3. In every case in which the payment or allowance mentioned in clause 2 shall have been incurred for ten consecutive days, the Executive Engineer shall have power either to annul the contract altogether, or to have the supply completed without further notice at the Contractor's risk and expense, as he may deem best suited to the interests of Government, and the Contractor shall have no claim to compensation for any loss that he may incur in any way.

4. If the Contractor shall be hindered in the supply of the materials so as to necessitate an extension of the time allowed in this Tender, he shall apply in writing to the Executive Engineer, who shall grant it in writing if reasonable grounds be shown for it, and without such written authority of the Executive Engineer, applied for and obtained prior to the expiry of the original date provided for in the Tender, the Contractor shall not claim exemption from the fine leviable under clause 2.

5. The Contractor shall give notice to the Executive Engineer or the Subdivisional Officer of his intention of making delivery of materials, and, on the materials being approved, a receipt shall be granted to him by the Executive Engineer or the Subdivisional Officer, and no material will be considered as delivered until so approved.

6. On the completion of the delivery of materials, the Contractor shall be furnished with a certificate to that effect, but the delivery will not be considered complete until the Contractor shall have removed all rejected materials and shall have the approved materials stacked or placed in such position as may be pointed out to him.

7. The material shall be of the best description and in strict accordance with the specification, and the Contractor shall receive payment for such materials only as are approved and passed by the Executive Engineer or the Subdivisional Officer.

8. In the event of the material being considered by the Executive Engineer to be inferior to that described in the specification, the Contractor shall, on demand in writing, forthwith remove the same at his own charge and cost, and in the event of his neglecting to do so within such period as may be named by the Executive Engineer or the Subdivisional Officer, that Officer may have such rejected material removed at the Contractor's risk and expense, the expense incurred being liable to be deducted from any sums due, or which may become due, to the Contractor.

9. If the Contractor or his work-people break or deface any building, road, fence, enclosure or grass land, or cultivated land, he shall make good the same at his own expense, and, in the event of his refusing or failing to do so, the damage shall be repaired at his expense by the Executive Engineer, who shall deduct the cost from any sums due, or which may become due, to the Contractor.

10. The Contractor shall supply at his own expense all tools, plant and implements, required for the due fulfilment of his contract, and the material shall remain at his risk till the date for final delivery unless it shall have been in the meantime removed for use by the Executive Engineer or the Subdivisional Officer.

11. This contract shall not be sublet without specific order from Government in respect of a specified sub-contractor. In the event of the Contractor subletting his contract without such permission, he shall be considered to have thereby committed a breach of contract, and shall forfeit his security deposit, and shall have no claim for any compensation for any loss that may accrue from the materials he may have collected or engagements entered into.

12. The decision of the Superintending Engineer for the time being shall be final, binding and conclusive on all questions relating to the meaning of the specification.

13. The Engineer-in-charge shall have power to make any alterations in, omissions from, additions to, or substitutions for, the original specifications, drawings, designs and instructions, that may appear to him to be necessary or advisable during the course of supply of the materials and the Contractor shall be bound to supply the materials in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge, and such alterations, omissions, additions or substitutions shall not invalidate the contract; and any altered, additional or substituted materials which the Contractor may be directed to supply in the manner above specified as part of the work shall be supplied by the Contractor on

the same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the Tender for the main work. The time for the completion of the supply shall be extended in the proportion that the altered, additional or substituted quantity of materials bears to the original quantity and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. And if the altered, additional or substituted materials include any class of materials, for which no rate is specified in this contract, then such class of materials shall be supplied at the rates entered in the schedule of rates of the district which was in force at the time of the acceptance of the contract; and if such class of materials are not entered in the said schedule of rates, then the Contractor shall within seven days of the date of his receipt of the order to supply the materials inform the Engineer-in-charge of the rate which it is his intention to charge for such class of materials and if the Engineer-in-charge does not agree to this rate he shall, by notice in writing, be at liberty to cancel his order to supply such class of materials and arrange the supply thereof in such manner as he may consider advisable, provided always that if the Contractor shall commence supply or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then and in such case he shall only be entitled to be paid in respect of the supply made or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute the decision of the Superintending-Engineer of the circle shall be final.

Tender for the Supply of Materials

Form No. 44 (New), H (Old)

** The undersigned do hereby tender for the supply of the materials described in the following Specification, subject to the conditions hereunto annexed*

Description or specification materials to be supplied.	Total quantities of each to be supplied.	Places at which to be delivered.	Quantities to be delivered at each place.	Dates by which delivery at all places must be completed.	Rates at which articles are to be supplied, inclusive of every demand.		Unit.	Total cost of each article, inclusive of every demand.		Remarks.
					Rs.	P.		Rs.	P.	

[* For use.]

Tender accepted on behalf of the Governor of the State of West Bengal.

Signature of the Officer by whom the tender is accepted..... _____

Dated _____

The _____ 19

Should this Tender be accepted (a) _____ hereby agree to abide by and fulfil all the terms of the above specification and all the conditions of contract annexed hereto, or, in default thereof, to forfeit and pay to the Governor of the State of West Bengal, or his successors, the penalties or sums of money mentioned in the said conditions.

The sum of Rs. _____ in currency notes is herewith forwarded as earnest money to be absolutely forfeited to the said Governor or his successors should (a) not deposited the full amount of security in accordance with clause I of the conditions of contract in the event of this Tender being accepted.

Signature _____

Address _____

Signature of witness to signature of Tender _____

Dated _____

Address _____

The _____ 19

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. In the event of the Tender being submitted by a Firm, it must be signed separately by each member thereof, or, in the event of the absence of any partner, it must be signed on his behalf by a person holding a Power of Attorney authorising him to do so.

2. Receipts for payments made to a Firm must be signed by the several Partners, except in the case of well-known and recognised Firms, and except where the Contractors are described in their tender or contract as a Firm.

3. The amount of earnest-money to be deposited will be—

	Rs.	Rs.
If the amount of the tender does not exceed.	2,000	50
If exceeding Rs. 2,000 and not exceeding.	5,000	100
If exceeding Rs. 5,000 and not exceeding.	10,000	200
and for each additional Rs. 5,000 or portion of Rs. 5,000, a further sum of	..	100

and such earnest money is to be deposited in currency notes.

4. All tenders received will be opened by the Executive Engineer or the Subdivisional Officer at the time specified in the presence of any tenderer who may be at the Executive Engineer's or the Subdivisional Officer's office at the time.

5. The Executive Engineer or the Subdivisional Officer reserves the right to reject any or all of the tenders without assigning any reason and to accept any tender in whole or in part.

West Bengal Form No. 2911

[For works estimated to cost up to Rs. 10,000]

West Bengal Form No. 2911.

Price—Rupee one only.

No. of

ITEM RATE TENDER AND CONTRACT FOR WORKS**GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS**

1. All work proposed for execution by contract will be notified in a form of invitation to tender posted in public places and signed by the Sub-divisional Officer/Divisional Officer.

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work; also the amount of earnest-money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work, signed for the purpose of identification by the Subdivisional Officer/Divisional Officer shall also be open for inspection by the contractor at the office of the Subdivisional Officer/Divisional Officer during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or, in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of-attorney authorizing him to do so, such power-of-attorney to be produced with the tender, and save in the case of a firm carried on by one member of a joint family it must disclose that the firm is duly registered under the Indian Partnership Act.

3. Receipts for payments made on account of a work, when executed by a firm, must also be signed by the several partners, except where the contractors are described in their tender as a firm in which case the receipts must be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts for the firm.

4. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No. single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.

5. The Divisional Officer/Subdivisional Officer, or his duly authorised assistant will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several

tenders in a Comparative Statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest-money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the earnest-money forwarded with such unaccepted tender shall be refunded within 10 days from the date on which the tender is decided provided the contractor(s) present himself/themselves before the Executive Engineer to take the refund.

6. The accepting authority reserves the right to reject any or all the tenders without assigning any reasons and he will not be bound to accept either the lowest tender or any of the tenders.

7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Subdivisional Officer/Divisional Officer and the contractor shall be responsible for seeing that he procures a receipt signed by the Subdivisional Officer/Divisional Officer, or a duly authorised cashier.

8. The memorandum of work tendered for, and the schedule of materials to be supplied by the Public Works Department and their issue rates, shall be filled in and completed in the office of the Subdivisional Officer/Divisional Officer before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and completed, he shall request the office to have this done before he completes and delivers his tender.

TENDER FOR WORKS

I/we hereby tender for the execution for the Governor of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates specified therein, and in accordance in all respects with the specifications, designs, drawings, and instructions in writing referred to in Rule I hereof and in clause II of the annexed conditions and with such materials as are provided for, by, and in other respects in accordance with such conditions so far as applicable.

MEMORANDUM

If several subworks are included they should be detailed in a separate list.

- | | | | |
|--|-----|---------|------------|
| (a) General description | .. | .. | Rs. |
| (b) Estimated cost | .. | .. | Rs. |
| (c) Earnest-money | .. | .. | Rs. |
| (d) Security deposit (including earnest money) | .. | .. | Rs. |
| (e) Percentage, if any, to be deducted from bills | Rs. | (Rupees | per cent.) |
| (f) Time allowed for the work from date of written order to commence | .. | .. | months. |

Item No.	Item of work.	Unit.	Per.	Rate tendered.	
					In words.

Note—To be continued on additional sheets as found necessary.

Should this tender be accepted I/we hereby agree to abide by and fulfil all the terms and provisions of the said conditions of contract annexed hereto so far as applicable, or in default thereof to forfeit and pay to the Governor or his successors in office the sums of money mentioned in the said conditions.

The sum of Rs. _____ *is herewith forwarded in currency notes as earnest-money [(a) the full value of which is to be absolutely forfeited to the Governor or his successors in office, without prejudice to any other rights or remedies of the said Governor or his successors in office, should I/we fail to commence the work specified in the above memorandum, or should I/we not deposit the full amount of security deposit specified in the above memorandum in accordance with clause 1(A) of the said conditions of contract, otherwise the said sum of Rs. _____ shall be retained by Government as on account of such security deposit as aforesaid; or (b) the full value of which shall be retained by Government on account of the security deposit specified in clause 1(B) of the said conditions of contract].

*Give particulars and numbers.
Strike out (a) if no cash security deposit is to be taken.

Strike out (b) if any cash security deposit is taken.

Dated the _____ day of _____ 19 .†

Witness. ‡

Address

Occupation

†Signature of contractor before submission of tender.

‡Signature of witness to contractor's signature.

The above tender is hereby accepted by me on behalf of the Governor.

Dated the _____ day of _____ 19 .§

§ Signature of the officer by whom accepted.

CONDITIONS OF CONTRACT

Security deposit.

Clause 1.—The person/persons whose tender may be accepted (hereinafter called the contractor) shall (A) [(within one day for a contract of Rs. 1,000 or less, two days for one of Rs. 2,000 or less, and so on, up to a limit of ten days of the receipt by him of the notification of the acceptance of his tender) deposit with the Subdivisional Officer/Divisional Officer in cash or Government securities endorsed to the Subdivisional Officer/Divisional Officer (if deposited for more than 12 months) a sum sufficient with the amount of the earnest-money deposited by him with his tender to make up the full security deposit specified in the tender]; or (B) [permit Government at the time of making any payment to him for work done under the contract to deduct such sum as will (with the earnest-money deposited by him) amount to _____ per cent. of all moneys so payable such deductions to be held by Government by way of security deposit]. Provided always that in the event of the contractor depositing a lump sum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to ten per cent. of the total estimated cost of the work, it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full percentage of ten per cent. by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which may be due or may become due to the contractor by Government on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof.

Compensation for delay.

Clause 2.—The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be of the essence of the contract, on the part of the contractor) and the contractor shall pay as compensation an amount equal to one per cent., or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide, on the amount of the tendered amount of the whole work as shown by the tender for every day that the work remains uncommenced, or unfinished after the proper dates. The contractor shall commence execution of such part of the work as may be notified to him within _____ days from the date of the order for commencement for work and diligently continue such work and further, to ensure good progress during the execution of the work, he shall

be bound, in all cases in which the time allowed for any work exceeds one month, to complete one-fourth of the whole of the work before one-fourth of the whole time allowed under the contract has elapsed; one-half of the work, before one-half of such time has elapsed, and three-fourths of the work, before three-fourths of such time has elapsed. In the event of the contractor failing to comply with any of the conditions herein, he shall be liable to pay as compensation an amount equal one per cent. or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide on the said tendered cost of the whole work for every day that the due quantity of work remains incomplete; Provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed ten per cent. on the tendered amount of the work as shown in the tender.

Clause 3.—In any case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by instalments) the Divisional Officer, on behalf of the Governor shall have power to adopt any of the following courses, as he may deem best suited to the interest of Government—

Action when whole of security deposit is forfeited.

- (a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Divisional Officer shall be conclusive evidence), and in which case the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of Government.
- (b) To employ labour paid by the Public Works Department and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price a certificate of the Divisional Officer shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract; the certificate of the Divisional Officer as to the value of the work done shall be final and conclusive against the contractor.
- (c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Divisional Officer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Government under the contract or

otherwise, or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of any of the above courses being adopted by the Divisional Officer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work therefor actually performed under this contract, unless and until the Subdivisional Officer/Divisional Officer will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

Contractor remains liable to pay compensation if action not taken under clause 3.

Clause 4.—In any case in which any of the powers, conferred upon the Divisional Officer by clause 3 hereof, shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Divisional Officer putting in force either of the powers (a) or (c) vested in him under the preceding clause he may, if he so desire, take possession of all or any tools, plant, materials and stores, in or upon the works, or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or, in case of these not being applicable at current market rates to be certified by the Divisional Officer whose certificate thereof shall be final, otherwise the Divisional Officer may by notice in writing to the contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice); and in the event of the contractor failing to comply with any such requisition, the Divisional Officer may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Divisional Officer as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

Power to take possession of or require removal of or sell contractor's plant.

Extension time.

Clause 5.—If the contractor shall desire an extension of the time for completion of the works on the grounds of his having been unavoidably hindered in its execution, the contractor shall give an immediate report of such hindrance to the Divisional Officer in writing and if he shall desire an extension of time for completion of the work on the ground

thereof he shall apply in writing to the Divisional Officer within 7 days of the date of cessation of such hindrance on account of which he desires such extension as aforesaid and the Divisional Officer shall, if in his opinion (which shall be final) reasonable grounds be shown therefor, authorise such extension of time, if any, as may, in his opinion, be necessary or proper.

Clause 6.—On completion of the work, the contractor shall be furnished with a certificate by the Subdivisional Officer/Divisional Officer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials and rubbish, and cleaned off the dirt from all wood-work, doors, windows, walls, floors, or other parts of any building, in, upon or about which the work is to be executed, or of which he may have had possession for the purpose of the execution thereof, nor until the work shall have been measured by the Engineer-in-charge whose measurements shall be binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish, and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish, and dispose of the same as he thinks fit and clean off such dirt as aforesaid; and the contractor shall forthwith pay the amount of all expenses so incurred, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

Final Certificate.

Clause 7.—No payments shall be made for works estimated to cost less than rupees one thousand, till after the whole of the works shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees one thousand, the contractor shall on submitting the bill therefor be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound, and imperfect or unskilful work to be removed and taken away and reconstructed, or re-erected, or be considered as an admission of the due performance of the contract, or any part thereof, in any respect, or the accruing of any claim, nor shall it conclude, determine, or affect in any way the powers of the Engineer-in-charge under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work, otherwise

Payment on intermediate certificates to be regarded as advances.

the Engineer-in-charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

Submitted
monthly.

Clause 8.—A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all work executed in the previous month, and the Engineer-in-charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified, and the claim, as far as admissible, adjusted, if possible, before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor, whose countersignature to the measurement list will be sufficient warrant; and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

Bills to be on
printed forms.

Clause 9.—The contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer-in-charge, and the charges in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

Payment of
contractor's bill
to Banks.

Clause 9A.—(1) Payments due to the contractor may, if so desired by him, be made to his Bank instead of direct to him, provided that the contractor furnishes to the Engineer-in-charge,

- (i) an authorisation in the form of a legally valid document, e.g., irrevocable power of attorney conferring authority on the Bank to receive payment; and
- (ii) his own acceptance of the correctness of the account made out as being due to him by Government or his signature on the bill or other claim preferred against Government, before settlement by the Engineer-in-charge of the account or claim by payment to the Bank.

While the receipt given by such Bank shall constitute a full and sufficient discharge for the payment, the contractor should, wherever possible, present his bills duly receipted and discharged through his Bankers.

(2) In the case of bills, which the contractor presents for payment direct and which are not endorsed in favour of the Bank, while efforts will be made to secure payment to the financing Bank, payments made to the contractor should be accepted as full acquittance so far as Government is concerned. As part of the arrangement, the financing Bank should give Government a letter to this effect.

Note 1.—The procedure will not effect the usual rights of Government to deduct from contractor's bills (whether endorsed in favour of a Bank or not) any sum due to Government on account of penalties, over-payments, etc., on this or any other contract with the Governor of West Bengal.

Note 2.—Nothing herein contained shall operate to create in favour of the Bank any rights or equities vis-a-vis the Governor. Stores supplied by Government.

Clause 10.—If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the Engineer-in-charge's store, or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such materials and stores, and the prices to be charged therefor as hereinafter mentioned being so far as practicable for the convenience of the contractor, but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed), the contractor shall be supplied with such materials and stores as required from time to time to be used by him for the purposes of the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule or memorandum may be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise, or against or from the security deposit, or the proceeds of sale thereof; if the same is held in Government securities, the same or a sufficient portion thereof being in this case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Government, and shall not on any account be removed from the site of the work, and shall at all times be open to inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of the completion or determination of the contract shall be returned to the Engineer-in-charge's store, if by a notice in writing under his hand he shall so require; but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him, or for any wastage in or damage to any such materials.

Clause 11.—The contractor shall execute the whole and every part of the work in the most substantial and workman-like manner, and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the designs, drawings, and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office, and to which the contractor shall be entitled to have access at such office, or on the site of the work for the purpose of inspection during office hours, and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings and instructions as aforesaid.

Works to be executed in accordance with specifications, drawings, orders, etc.

Clause 12.—The Engineer-in-charge shall have power to make any alterations in, omissions from, additions to, or substitutions for, the original specifications, drawings, designs and instructions, that may appear to him to be

Alterations in specifications and designs.

Do not invalidate contracts.

Extension of time in consequence of alteration.

Rates for works not in estimated schedule.

necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge, and such alterations, omissions, additions or substitutions shall not invalidate the contract; and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work, and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. And if the altered, additional or substituted work includes any class of work, for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the schedule of rates of the district which was in force at the time of the acceptance of the contract minus/plus the percentage which the total tendered amount bears to the estimated cost of the entire work put to tender; and if the altered, additional or substituted work is not entered in the said schedule of rates, then the contractor shall within seven days of the date of his receipt of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-charge does not agree to this rate he shall, by notice in writing, be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable, provided always that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then and in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Superintending Engineer of the Circle shall be final.

Clause 12A.—In the case of any altered, additional or substituted work, which the contractor is required, under the preceding clause 12, to do at the rates specified in the tender for the main work or on the basis of the rates in the schedule of rates of the district and which involves the employment of additional materials (notwithstanding anything to the contrary in the preceding clause), the contractor may, within seven days from the receipt of the order claim revision of the rates in respect of such additional materials and the Engineer-in-charge may revise such rates having regard to the increase in the market price of such materials. In the event of a dispute the decision of the Superintending Engineer of the Circle shall be final and binding and this contract shall be construed as if the said revised rates for the said additional materials had been incorporated in this contract as being applicable to such work.

Clause 13.—If at any time after the commencement of the work the Governor shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Engineer-in-charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out; neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs, and instructions which shall involve any curtailment of the work as originally contemplated.

No compensation for alteration in, or restriction of, work to be carried out.

Clause 14.—If it shall appear to the Engineer-in-charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect, or unskilful workmanship, or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer-in-charge specifying the work, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify, or remove and re-construct the work so specified in whole or in part, as the case may require, or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost; and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one per cent. on the amount of the estimate for every day not exceeding ten days, while his failure to do so shall continue and in the case of any such failure the Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

Action and compensation payable in case of bad work.

Clause 15.—All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the works shall have been given to the contractor, either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

Works to be open to inspection.

Contractor responsible agent to be present.

Clause 16.—The contractor shall give not less than five days' notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering up or

Notice to be given before work is covered up.

otherwise placing beyond the reach of measurement any work in order that the same may be measured, and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of the work; and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Contractor liable for damage done, and for imperfections for 3 months after certificate.

Clause 17.—If the contractor or his work people or servants shall break, deface, injure or destroy any part of a building, in which they may be working or any building, road, road curbs, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grassland or cultivated ground contiguous to the premises on which the work or any part of it is being executed, if any damage shall happen to the work while in progress, from any cause whatever or any imperfections become apparent in it within three months (six months in the case of a road work) after a certificate final or other of its completion shall have been given by the Engineer-in-charge as aforesaid, the contractor shall make the same good at his own expense, or in default, the Engineer-in-charge may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the Engineer-in-charge shall be final) from any sums that may be then, or at any time thereafter may become, due to the contractor, or from his security deposit, or the proceeds of sale thereof, or of a sufficient portion thereof.

The security deposit of the contractor shall not be refunded before the expiry of 3 months (6 months in the case of a road work) after the issue of the certificate final or otherwise of completion of work. Provided that in the case of a road work if in the opinion of the Engineer-in-charge half of the security deposit is sufficient to meet all the liabilities of the contractor under this contract half of the security deposit will be refundable after 3 months and the remaining half after 6 months of the issue of the said certificate of completion.

The contractor shall be responsible for rectifying defects in asphaltic work noticed within a year from the date of completion of the work and the portion of the security deposit relating to asphaltic work shall be refunded after the expiry of this period.

Contractor to supply plant, ladders, scaffolding, etc.

Clause 18.—The contractor shall supply at his own cost material (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-charge's stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding, and temporary works requisite or proper for the proper execution of the work, whether original, altered or substituted, and whether included

in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefor to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

And is liable for damages arising from non-provision of lights, fencing, etc.

Clause 18-A.—In every case in which by virtue of the provisions of Section 12, Sub-section (1) of the Workmen's Compensation Act, 1923, Government is obliged to pay compensation to a workman employed by the contractor, in execution of the works, Government will recover from the contractor the amount of the compensation so paid, and, without prejudice to the rights of Government under Section 12, Sub-section (2) of the said Act, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Government to the contractor whether under this contract or otherwise.

Government shall not be bound to contest any claim made against it under Section 12, Sub-section (1) of the said Act, except on the written request of the contractor and upon his giving to Government full security for all costs for which Government might become liable in consequence of contesting such claim.

Clause 19.—No female labour shall be employed within the limits of a cantonment.

Labour.

Clause 19-A.—No labourer below the age of twelve years shall be employed on the work.

Clause 19-B.—The contractor should pay his labourers wages not less in amount than what is considered reasonable for the locality by the Superintending Engineer.

Clause 20.—No work shall be done on Sundays without the sanction in writing of the Engineer-in-charge.

Work on Sundays

Work not to be sublet.

Clause 21.—The contract shall not be assigned or subject without specific orders from Government in respect of a specified sub-contractor. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any insolvency proceedings or make any composition with his creditors, or attempt so to do, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised, or offered by the contractor, or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Divisional Officer, may thereupon by notice in writing rescind the contract, and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government, and the same consequences shall ensue as if the contract had been rescinded under clause 3 hereof, and in addition the contractor shall not be entitled to recover or be paid for any work theretofor actually performed under the contract.

Contract may be rescinded and security deposit forfeited for subletting, bribing, or if contractor becomes insolvent.

Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss.

Clause 22.—All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

Changes in constitution of firm.

Clause 23.—In the case of a tender by partners any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information.

Works to be under direction of Superintending Engineer.

Clause 24.—All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Superintending Engineer of the Circle for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

Settlement of disputes.

Clause 25.—Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings, and instructions hereinbefore mentioned and as to the quality of workmanship, or materials used on the work, or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of, or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions, or otherwise concerning the works, or the execution, or failure to execute the same, whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the arbitration of the Superintending Engineer of the Circle for the time being in the manner provided by law relating to arbitration for the time being in force who after such investigation as he may think proper shall deliver his award which shall be final, conclusive and binding on all parties to this contract.

Clause 26.—The contractor shall obtain from the stores of the Engineer-in-charge all stores and articles of European or American manufacture which may be required for the work, or any part thereof or in making up articles required therefor or in connection therewith unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited to the contractor in his account at the rates shown in the schedule attached to the contract, and if they are not entered in the schedule, they will be debited at cost price which for the purposes of this contract shall include the cost of carriage, incidental charges and storage charges, the last being recoverable in addition and all other expenses whatsoever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

Stores of Euro-
pean or Ameri-
can manufacture-
to be obtained
from Govern-
ment.

Clause 27.—When the estimate on which the tender is made includes lump sums in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-charge, capable of measurement, the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.

Lump sums in
estimates.

Clause 28.—In the case of any class of work for which there is no such specification as is mentioned in Rule I, such work shall be carried out in accordance with the district specification, and in the event of there being no district specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

Action where
no specification.

Clause 29.—The expression "works" or "work" where used in these conditions shall, unless there be something either in the subject or context repugnant to such construction be construed and taken to mean the works by or by virtue of the contract contracted to be executed, whether temporary or permanent, and whether original, altered, substituted or additional.

Definition of
works.

Clause 30.—The contractor(s) shall at his/their own cost provide his/their labour with hutting on an approved site, and shall make arrangements for conservancy and sanitation in the labour camp to the satisfaction of the local Public Health and Medical Authorities. He/They shall also at his/their own cost make arrangements for the laying of pipe lines for water-supply to his/their labour camp from the existing mains wherever available, and shall pay all fees, charges and expenses in connection therewith and incidental thereto.

Interpretation clause—The Governor means the Governor of West Bengal and his successors.

The Divisional Officer means the Divisional Officer for the time being of the Division concerned.

The Subdivisional Officer means the Subdivisional Officer for the time being of the Subdivision concerned.

Words importing the singular number only include the plural number and vice versa.

Schedule showing (approximately) materials to be supplied by the Public Works Department under clauses 10 and 26 for work contracted to be executed and the rates at which are to be charged for

Particulars.	Rates at which the materials will be charged to the contractor.			Place of delivery.
	Unit.	Rs.	nP.	

Note 1.—The person or firm submitting the tender should see that the rates in the above schedule are filled up by the Engineer-in-charge on the issue of the form prior to the submission of the tender.

Signature of Contractor.

Signature of Subdivisional Officer.
Divisional Officer.

ADDITIONAL CONDITIONS

1. Cement found surplus after the completion of a work should be returned to the Subdivisional Officer, the value of the cement returned to the Department will be credited to the contractor. If any contractor is found to have used the surplus cement for his own purpose or otherwise disposed of it without the written consent of the Executive Engineer or the Subdivisional Officer (if nominated for the purpose by the Executive Engineer) he may be held guilty of theft. In this connection the provision of clause 10 may be referred to, where it is clearly stated that all materials issued to the contractors shall remain the property of Government.
2. The contractor shall have to make his own arrangements for water, both for the work and use by his cooly, etc., for steam road rollers and for all tools and plant, etc., required on the work.
3. Contractors will be responsible for the payments of all water charges payable to the Corporation of Calcutta or any other water works authority including a Government department concerned.
4. If the contractor shall desire an extension of the time for completion of the work under clause 5 of the contract, no application for such extension will be entertained if it is not received in sufficient time to allow the Divisional Officer to consider it and the contractor will be responsible for the consequences arising out of his negligence in this respect.
5. The contractor will have to leave ducts in walls and floors to run conduit or cables, where necessary, and he will not be entitled to any extra payment on this account.
6. Contractors in the course of their work should understand that all materials (e.g., store and other materials) obtained in the work of dismantling, excavation, etc., will be considered Government property and will be disposed of to the best advantage of Government.
7. Owing to difficulty in obtaining certain materials in the open market, due to war, the Government have undertaken to supply materials specified in the schedule on page.....of the Tender form at rates stated therein. There may be delay in obtaining the materials by the Department and the contractor is, therefore, required to keep himself in touch with the day to day position regarding the supply of materials from the Engineer-in-charge and to so adjust the progress of the work that his labour may not remain idle nor may there be any other claim due to or arising from delay in obtaining the materials. It should be clearly understood that no claim whatsoever shall be entertained by the Government on account of delay in supplying materials.
8. The minimum period for which a road roller is required to be used by a contractor shall be determined by the Executive Engineer on the basis of the quantity of metal that can be consolidated by a roller per day and the Executive Engineer's decision shall be final. If the roller be required to work for a longer period due to bad arrangement of the contractor, shortage of water, etc., additional hire charges shall be levied at the rates specified below under "A Hire Charges" for the additional period the roller works.

9. No compensation for any damage done by rain or traffic during the execution of the work will be made.

10. Whenever a work is carried out in a municipal area, electric lights or electric danger signals wherever available shall be provided by the contractors on the barriers as well as paraffin lights. Facilities for the electric connection will be made by this Department but the contractor will bear all the expenses.

11. The contractor should quote through rate inclusive of cost of materials and carriage to place of working.

12. The contractors should give complete specifications showing the method of execution and the quantity and quality of material they intend to use per hundred sq. ft. area.

13. In cases where water is used by the contractor he will be required to deposit in advance with the Executive Engineer the charges for water which are to be calculated in accordance with the schedule of miscellaneous rates in the Canal Act.

14. It must be clearly understood by the contractor that on claim on account of enhanced rates on those already accepted, due to war fluctuations, will be entertained during the currency of this contract for the work as per schedule attached to the agreement and the additional work, if any, under clause 12 of the contract, if such additional work shall consist of items which have already been quoted for, or, items not quoted for but appearing in District Schedule.

15. In the event of emergency the contractor will be required to pay his labour every day and if this is not done, Government shall make the requisite payment as would have been paid by the contractor and recover the cost from the contractors.

Inconvenience of the public

16. The contractor(s) shall not deposit material on any site which will seriously inconvenience the public. The Engineer-in-charge may require the contractor(s) to remove any materials, which are considered by him, to be a danger or inconvenience to the public or cause them to be removed at the contractor's cost.

17. The contractor undertakes to have the site clean, free from rubbish to the satisfaction of the Engineer-in-charge. All surplus materials, rubbish, etc., will be removed to the places fixed by the Engineer-in-charge and nothing extra will be paid.

18. The contractor shall not allow any rubbish or debris to remain on the premises during or after repairs, but shall remove the same and keep the place neat and tidy during the progress of the work. The Engineer-in-charge may get the site or premises cleared of debris, etc., and recover the cost from the bill of the contractor, if the latter shows slackness in observing this clause.

19. Materials brought at site shall not be stacked at random. The contractor shall stack all these materials as directed by the Engineer-in-charge.

ADDITIONAL CONDITIONS WHEN ROAD ROLLERS ARE SUPPLIED BY GOVERNMENT

Road rollers, if available, shall be supplied by the Government upon payment of hire charges at the rates and on the conditions specified below. The contractor should requisition road rollers at least two weeks before the date on which the same are required mentioning the dates on which delivery is desired. In case rollers cannot be made available to the contractor on that date, requisite extension of time shall be granted to the contractor for completion of the work but the contractor shall not be entitled to claim any compensation for loss of labour or any other cause whatsoever.

A—Hire Charges

	Rs. per day.
(1) Road rollers, petrol, diesel or steam—8 tons or over ...	15
(2) Road rollers, petrol, diesel or steam—6 tons or less ...	12

The departmental crew, i.e. (a driver, a fireman' or cleaner and a chowkidar) for each roller will ordinarily be provided by the Department and their pay will be recovered extra from the contractor at the following rates:

	Rs. per day.
(i) One Driver ...	4.50
(ii) One Fireman or Cleaner ...	2.75
(iii) One Chowkidar ...	2.75

B—CONDITIONS.

1. (a) The road roller will be made over and taken back at the side of work. The roller charges (which include the hire charges and the wages of the departmental crew) shall be recovered at the prescribed rates from the date the road roller is made over till the date it is taken back even though the rollers may not have been working. If, however, any roller remains idle for two or more days at a stretch for any of the reason or reasons mentioned below and provided the contractor submits, within a week of the date of occurrence of the contingency, an application through the Subdivisional Officer to the Engineer-in-charge, praying for exemption from payment of roller charges (showing reasons and particulars for such claim for exemption), the Engineer-in-charge may, at his discretion, and if he is satisfied that there were sufficient reasons, allow exemption from payment of the said roller charges for such days as he may consider reasonable under the circumstances.

The reasons for which exemption may be allowed are :—

- (i) continued unfavourable weather conditions for carrying out the particular type of work on which the roller is engaged.
- (ii) Lack of roller work for reasons beyond the control of the contractor.

- (ii) Diversion of the roller by the Engineer-in-charge to other works.
- (iv) Essential repairs.
- (v) Any other reason/s precluding the work of the roller.

The contractor shall not in any event be entitled to claim any compensation for loss of labour or for any other loss whatsoever which may have been incurred by him during the period for which exemption from payment of the charge is allowed.

(b) The rollers and other equipments shall be fully utilised for the purpose for which the same are made over and shall not be allowed to remain idle when they are in working condition. The time limits for the working days for each type of rolling shall be fixed according to the limits of work out-put given in Statements I & II below. If the actual number of days of roller work exceeds the limit based on the specified floor limits for the number of days in excess of such limit the hire charges and the wages of the departmental crew shall be charged at double the prescribed rates. If the actual number of days of roller work is less than the number of days calculated on the specified ceiling limit, the hire charges for the roller and the wages of the departmental crew shall be recovered for the number of days calculated on the specified ceiling limit. In all cases part of a day shall be counted as a full day.

2. The departmental crew shall be on operational charge of the roller.
3. The rollers issued to a contractor are to work for 6 days in the week with stoppage of work on the seventh day for general cleaning and petty repairs. Contractor will pay for hire charges as well as for the wages of the departmental crew for the whole week.
4. Clean water for operating and washing the rollers shall be supplied by the contractor at his cost.
5. Fuel, (petrol, diesel, or steam coal) and ancillaries such as match boxes, kerosene oil, fire wood and cotton waste for working, lighting up, cleaning etc., of road rollers shall have to be supplied by the contractor at his expense. Steam coal for steam road rollers and diesel oil for diesel road rollers may, however, be supplied by the Department at the rates specified in the agreement and cost debited to the contractor's account accordingly.
6. The grease and lubricating oil required for operating and maintenance of the roller shall be supplied by the Department free of cost.

Specifications Governing Issue of Road Rollers

The number of working days to be allowed for finishing each individual item of work shall be calculated on the basis of limits of work out-put, specified in Statements I and II below.

Statement I

(a) For Petrol, Diesel, or Steam Road-roller—8 tons or over.

TABLE

Serial No.	Item of work	Work out-put per working day of 8 hours.	
		Floor Limit (Minimum).	Ceiling Limit (Maximum)
1	2	3	4
1.	Rolling sub-grade	Sft.	Sft.
		16,000	24,000
2.	Rolling boulder soling—		
	(a) Stone (except laterite) or slag boulders	6,000	10,000
	(b) Laterite boulders	8,000	12,000
3.	Consolidation of ballast (size within the range of 3" to 5")—		
	(a) Broken stone (Pakur, or Rajmahal or Chandil or similarly hard stone)	Cft. 800	Cft. 1,200
	(b) Broken stone of varieties softer than (a) above	900	1,400
	(c) Broken slag	900	1,400
	(d) Laterite or jhama	1,200	1,800
	(e) Unbroken stone (e.g. shingle)	1,200	1,800
4.	Consolidation of metal (size within the range of 1½" to 3")—		
	(a) Broken stone metal (Pakur or Rajmahal or Chandil or similarly hard stone)	500	800
	(b) Broken stone metal of varieties softer than (a) above	600	1,000
	(c) Broken slag metal	600	1,000
	(d) Laterite or jhama metal	1,000	1,600
	(e) Unbroken stone (e.g. Shingle or gravel)	1,200	1,800
5.	Consolidation of moorum	1,200	1,800
6.	Rolling dry chips/Bajri/gravel in surface dressing works—		
	(a) On water-bound surface	Sft. 6,000	Sft. 12,000
	(b) On black-top surface	7,000	14,000
7.	Rolling premixed chips/Bajri/gravel—		
	(a) In ¾" (nominal) thick carpet	4,000	8,000
	(b) In 1" (nominal) thick carpet	3,500	7,000
	(c) In 1½" (nominal) thick carpet	3,000	6,000
	(d) In 1¾" (nominal) thick carpet	2,500	5,000

N.B.—In case of items not covered by the above or by any stipulations of a particular contract, the limits will be as decided by the Engineer-in-charge.

STATEMENT—II

(b) For Petrol, Diesel or Steam Road-roller—6 tons or less.

The limits of work out-put to be allowed for Petrol, Diesel or Steam Road Rollers of 6 tons or less shall be 25 per cent. less than the limits for the corresponding items in Statement I above.

TAR AND BITUMEN

1. The contractor undertakes to make arrangements for the supervision of the work by the firms supplying the tar or bitumen used.

2. The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formulae, before the process of painting is started and shall hypothecate it to the Engineer-in-charge against money advanced by Government. If any bitumen or tar remain unused on completion of the work on account of lesser use of materials in actual execution, for reasons other than authorised changes of specification and abandonment of portion of work, a corresponding deduction equivalent to the cost of unused material as determined by the Engineer-in-charge shall be made and the material returned to the contractors. Although the materials are hypothecated to Government the contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from the site of work without the consent of the Engineer in charge in writing.

ADDITIONAL CLAUSES

1. In cases where the responsibility of despatch of stores rests with the suppliers, but the freight is payable by the purchaser, the supplier should despatch the stores by the most economical method, using the full wagon load whenever it is possible and economical to do so, failing which the supplier will render himself liable for the whole or part of any avoidable expenditure caused by such default. The supplier should get in touch with the Purchase Officer concerned and in cases of despatch of stores which are the property of the Defence Department at the time of despatch, the supplier may obtain the advice of the "Movement Control Section", Station Staff Officers or the Controller of Supplies of the stations concerned.

2. The contractor will have to make his own arrangement for the carriage of materials.

3. Imported labour may be allotted to contractors at the market rate for labour employed in the locality in cases where the employment of this labour by the contractors is of mutual advantages to Government and the contractors.

But in cases where the contractor has failed to secure his own labour imported labour may be forced on him at rate to be decided by the Superintending Engineer. The decision of the Superintending Engineer as to the circumstances in which the employment of imported labour is of mutual advantage, will be final and binding on all parties to the contract.

In other cases, imported labour need not be forced on contractors but the Executive Engineer should at once give notice in writing to all contractors that if the object to taking labour from the Government now but later require labour to complete their work in time, they will be allotted Government labour as available and will be charged full cost at Rs. 1.50 n.p. per cooly per day.

4. Military Credit notes will only be issued at the despatching station for materials which are the property of Government at the time of despatch. Ordinary credit notes will be issued by this Department at the receiving station to help contractors in taking delivery and the cost will be recovered from the contractor's bills.

Bengal Form No. 2912**LUMP SUM TENDER AND CONTRACT FOR WORKS****General Rules and Directions for the Guidance of Contractors**

1. All work proposed for execution by contract will be notified in a form of invitation to tender posted in public places and signed by the Divisional Officer.

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work; also the amount of earnest-money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, drawings and any other documents required in connection with the work, signed for the purpose of identification by the Divisional Officer will also be open for inspection by the contractor(s) at the office of the Divisional Officer during office hours.

2. A tender by a firm must be signed separately by each member thereof, or, in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of-attorney authorizing him to do so, such power-of-attorney to be produced with the tender, and save in the case of a firm carried on by members of a joint family it must disclose that the firm is duly registered under the Indian Partnership Act.

3. Receipts for payments made on account of a work, when executed by a firm, must also be signed by the several partners, except where the contractor(s) are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm

4. Any person who submits a tender must fill up the usual printed form, stating the sum of money for which he is willing to undertake the work. Only one sum shall be named. Tenders, which propose any alterations in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but contractor(s) who wish to tender for two or more works shall submit a separate tender for each. Tenders must have the name and number of the work to which they refer written outside the envelope.

5. The Divisional Officer or his duly authorized assistant will open tenders in the presence of any intending contractor(s) who may be present at the time, and will enter the amounts of the several tenders in a Comparative Statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest-money forwarded therewith shall thereupon be given to the contractor(s) who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the earnest-money forwarded with such unaccepted tender shall be refunded within 10 days from the date on which the tender is decided provided the contractor(s) present himself/themselves before the Executive Engineer to take the refund.

6. The accepting authority reserves the right to reject any or all the tenders without assigning any reason and he will not be bound to accept either the lowest tender or any of the tenders.

7. The receipt of an accountant or clerk for any money paid by the contractor(s) will not be considered as any acknowledgment of payment to the Divisional Officer and the contractor(s) shall be responsible for seeing that he/they procure(s) a receipt signed by the Divisional Officer or a duly authorized cashier.

8. The memorandum of work tendered for, and the schedule of materials to be supplied by the Public Works Department and their issue rates, shall be filled in and completed in the office of the Divisional Officer before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and completed, he shall request the office to have this done before he completes and delivers his tender.

Tender for works

I/We hereby tender for execution for the Governor of West Bengal of the work specified in the underwritten memorandum within the time specified in such memorandum for the sum of Rs.* and in accordance in all respects with the specifications, drawings and instructions in writing referred to in Rule 1 hereof and in clause 7 of the annexed conditions, and with such materials as are provided for, by, and in all other respects in accordance with, such conditions so far as applicable.

Memorandum

- (a) General description
- (b) Earnest-money Rs.
- (c) Security deposit (including earnest-money) Rs.
- (d) Percentage, if any, to be deducted from bills Rs. (Rupees) per cent.
- (e) Time allowed for the work from date of written order to commence months

Should this tender be accepted, I/we hereby agree to abide by and fulfil all the terms and provisions of the said conditions of contract annexed hereto so far as applicable, or in default thereof to forfeit and pay to the Governor or his successors in office the sums of money mentioned in the said conditions, without prejudice to any other right of the Governor. The sum of Rs. † is herewith forwarded in currency notes as earnest-money the full value of which is to be absolutely forfeited to the said

*In figures as well as in words.

(a) If several sub-works are included they should be detailed in a separate list.

(c) This deposit will vary from 1 per cent. to 10 per cent. of the amount of the contract as shown in the tender according to the requirements of the case.

(d) This percentage, where no security deposit is taken, will vary from 5 per cent. to 10 per cent. according to the requirements of the case. Where security deposit is taken see note to clause 2 of conditions of contract.

†Give particulars and numbers.

Governor or his successors in office, without prejudice to any other rights or remedies of the said Governor or his successors in office, should I/we fail to commence the work specified in the above memorandum, or (a) should I/we not deposit the full amount of security deposit specified in the above memorandum, in accordance with clause 2(A) of the said conditions of contract, otherwise the said sum of Rs. shall be retained by Government as on account of such security deposit as aforesaid; or (b) the full value of which shall be retained by Government on account of the security deposit specified in clause 2(B) of the said conditions of contract.

The terms and conditions of the agreement have been explained to me/us and I/we certify that I/we clearly understand them.

Dated the day of 19

Witness. †

Address.

Occupation.

The above tender is hereby accepted by me on behalf of the Governor.

Dated the day of 19 †

Strike out (a) if no cash security deposit is to be taken.

Strike out (b) if any case security deposit is to be taken.

*Signature of contractor(s) before submission of tender.

†Signature of witness to contractor(s)' s signature.

‡Signature of the officer by whom accepted.

Conditions of contract.

1. Interpretation clause.

The Governor means the Governor of West Bengal and his successors.

The Divisional Officer means the Executive Engineer for the time being of the division concerned.

The Superintending Engineer means the Superintending Engineer for the time being of the circle of which the division forms part.

The expression "works" or "work" where used in these conditions shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed, whether temporary or permanent, and whether original, altered, substituted or additional.

Words importing the singular number only include the plural number and vice versa.

2. The person(s) whose tender may be accepted [hereinafter called the contractor(s)] shall (A) [within one day for a contract of Rs. 1,000 or less, two days for one of between Rs. 1,000 and Rs. 2,000 and so on, up to a limit of ten days of the receipt by him/them of the notification of the acceptance of his/their tender, deposit with the Divisional Officer in cash or Government securities endorsed to the Divisional Officer (if deposited for more than 12 months) a sum sufficient with the amount of the earnest-money deposited by him/them with his/their tender to make up the full

security deposits specified in the tender]; or (B) [permit Government at the time of making any payment to him/them for work done under the contract to deduct such sum as will (with the earnest-money deposited by him/them) amount to * per cent. of all moneys so payable, such deductions to be held by Government by way of security deposit]. *Provided always* that in the event of the contractor(s) depositing a lump sum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to † per cent. of the total amount of the contract as shown in the tender, it shall be lawful for Government at the time of making any payment to the contractor(s) for work done under the contract to make up the full percentage of per cent. by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the contractor(s) to Government under the terms of his/their contract may be deducted from, or paid by the sale of sufficient part of his/their security deposit, or from the interest arising therefrom, or from any sums which may be due or may become due to the contractor(s) by Government on any account whatsoever, and in the event of his/their security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor(s) shall within ten days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his/their security deposit or any part thereof.

3. The contractor(s) is/are to provide everything of every sort and kind (with the exceptions noted in the schedule attached) which may be necessary and requisite for the due and proper execution of the several works included in the contract whether original or altered according to the intent and meaning of the drawings and specifications taken together, which are to be signed by the Divisional Officer and the contractor(s) whether the same may or may not be particularly described in the specifications or shown on the drawings provided that the same are reasonably to be inferred therefrom and in case of any discrepancy between the drawings and the specifications the Divisional Officer is to decide which shall be followed. The contractor(s) shall also provide all necessary fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor(s) be paid to compromise any claim by any such person.

4. The contractor(s) is/are to set out the whole of the works in conjunction with an officer to be deputed by the Divisional Officer, and during the progress of the works to amend on the requisition of the Divisional Officer any errors which may arise therein and provide all the necessary labour and materials for so doing. The contractor(s) is/are to provide all plant, labour, and materials (with the exceptions noted in the schedule attached) which may be necessary and requisite for the works. All materials and workmanship are to be the best of their respective kinds.

*This will be the same percentage as that in the tender at (d).

†The amount of this percentage (not exceeding 10 per cent.) will be fixed in every case to suit requirements e.g., if it is fixed as 8 per cent. and the security deposit only amounts to 5 per cent. of the amount of the contract as shown in the tender that 3 per cent. should be deducted from every payment. If the percentage is fixed at 10 per cent. and the security deposit only amounts to 6 per cent. then 4 per cent. should be deducted and so on.

The contractor(s) is/are to leave the works in all respects clean and perfect at the completion thereof.

5. Complete copies of the drawings and specifications signed by the Divisional Officer shall be furnished by him to the contractor(s) for his/their own use, and the same or copies thereof shall be kept by the contractor(s) on the site of the work.

6. All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Divisional Officer and his subordinates and the contractor(s) shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Divisional Officer or his subordinate to visit the works shall have been given to the contractor(s), either himself/themselves be present to receive orders and instructions or have a responsible agent duly accredited in writing present for that purpose. Orders given under this clause to the contractor(s)'s agent shall be considered to have the same force as if they had been given to the contractor(s) himself/themselves. The Divisional Officer may require the contractor(s) to dismiss any person in the contractor(s)'s employ upon the works who may in his opinion be incompetent or misconduct himself and the contractor(s) is/are forthwith to comply with such requirements.

7. The contractor(s) is/are not to vary or deviate from the drawings, specifications or instructions or execute any extra work of any kind whatsoever unless upon the authority of the Divisional Officer to be sufficiently shown by an order in writing or by any plan or drawing expressly given and signed by him as an extra or variation or by any subsequent written approval signed by him. If compliance with the Divisional Officer's aforesaid order, plan or drawing, or approval involves extra work, and/or expense beyond that involved in the execution of the contract works, then unless the same were issued in consequence of some breach of this contract on the part of the contractor(s), the latter shall be entitled to be paid the price of the said work (to be valued as hereinafter provided) and/or the expense aforesaid.

8. The Divisional Officer shall have power to make any alterations in, omissions from, additions to or substitutions for, the original specifications, drawings and instructions, that may appear to him to be necessary or advisable during the progress of the work, and the contractor(s) shall be bound to carry out the work in accordance with any instructions which may be given to him/them in writing signed by the Divisional Officer. Such additions, omissions, alterations or substitutions shall not vitiate the contract, but shall be measured, valued and certified by the Divisional Officer and added to or deducted from the amount of the contract, as the case may be, at.....percentage (to be specified here by the Divisional Officer) below/above the schedule of rates of..... district which was in force at the time of the acceptance of the contract. In cases where the additional, altered or substituted work is not entered in the schedule of rates aforesaid, the contractor(s) shall within seven days of the date of his/their receipt of the order to carry out the work inform the Divisional Officer of the rate which it is his/their intention to charge for such class of work, and if the Divisional Officer does not agree to this rate he shall, by notice in writing, be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable, provided always that if the contractor(s) shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then and in such case he/they shall only be entitled to be paid in respect of the work carried out or expenditure

incurred by him/them prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Divisional Officer. In cases of dispute, the decision of the Superintending Engineer shall be final.

9. The contractor(s) shall give not less than five days' notice in writing to the Divisional Officer before covering up or otherwise placing beyond the reach of measurement any work in order that additions, omissions and alterations not covered by the original contract may be measured, and correct dimensions thereof be taken before the same are so covered up or placed beyond the reach of measurement, and shall not cover up or place beyond the reach of measurement, any work without the consent in writing of the Divisional Officer; and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor(s)'s expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

10. All work and materials brought and left upon the ground by the contractor(s) or by his/their orders for the purpose of forming part of the works are to be considered to be the property of the Governor and the same are not to be removed or taken away by the contractor(s) or any other person without the special license and consent in writing of the Divisional Officer, but the Governor is not to be in any way answerable for any loss or damage which may happen to or in respect of any such work or materials either by the same being lost or stolen or injured by weather or otherwise.

11. The Divisional Officer has full power to require the removal from the premises of all materials which, in his opinion, are not in accordance with the specifications and in case of default the Divisional Officer is to be at liberty to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Divisional Officer is also to have full power to require other proper materials to be substituted therefor and in case of default the Divisional Officer may cause the same to be supplied and all costs which may attend such removal and substitution are to be borne by the contractor(s).

12. If in the opinion of the Divisional Officer any of the works, have been executed with improper materials or defective workmanship the contractor(s) is/are when required by the Divisional Officer forthwith to re-execute the same and to substitute proper materials and workmanship and in case of default of the contractor(s) in so doing within a week the Divisional Officer is to have full power to employ other persons to re-execute the work and the cost thereof shall be borne by the contractor(s).

13. Any defects, shrinkage or other faults which may appear within six months from the completion of the building arising out of defective or improper materials or workmanship are upon the direction of the Divisional Officer to be amended and made good by the contractor(s) at his/their own cost (unless the Divisional Officer shall decide that Government ought to pay for the same) and in case of default the Governor may recover from the contractor(s) the cost of making good the works (of which the certificate of the Divisional Officer shall be final) from any sum that may be then, or at any time thereafter may become, due to the contractor(s) by Government under the contract or otherwise, or from his/their security deposit, or the proceeds thereof, or of a sufficient portion thereof.

14. From the commencement of the works to the completion of the same they are to be under the contractor(s)'s charge. The contractor(s) is/are to be held responsible for and to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and to hold the Governor harmless from any claims for injuries to persons or for structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor(s) or of any one in his/their employ during the execution of the works.

If the contractor(s) or his/their work people or servant shall break, deface, injure, or destroy any building in which they may be working, or any building, road, road curbs, fence, enclosure, water-pipes, cables, rains, electric or telephone posts, or wires, trees, grass or grass land or cultivated land contiguous to the premises on which the work or any part of it is being executed, the contractor(s) shall make good the same at his/their own expense, or in default the Divisional Officer may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the Divisional Officer shall be final) from any sums that may be taken or at any time thereafter may become due to the contractor(s) by Government under the contract or otherwise, or from his/their security deposits, or the proceeds thereof, or of a sufficient portion thereof.

15. The Divisional Officer is to have full power to send workmen upon the premises to execute fittings and other works not included in the contract for whose operations the contractor(s) is/are to afford every reasonable facility during ordinary working hours provided that such operations shall be carried on in such a manner as not to impede the progress of the work included in the contract but the contractor(s) is/are not to be responsible for any damage which may happen to or be occasioned by any such fittings or other works.

16. The works comprised in this tender are to be commenced immediately on receipt of written orders from the Divisional Officer to commence work. The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor(s) and shall be reckoned from the date on which the order to commence work is given to the contractor(s). The work shall throughout the stipulated period of the contract be proceeded with with all due diligence [time being deemed to be of the essence of the contract on the part of the contractor(s)] and the contractor(s) shall pay as compensation an amount equal to one per cent. or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide, on the amount of the contract as shown by the tender for every day that the work remains uncommenced or unfinished, after the proper dates. And further, to ensure good progress during the execution of the work, the contractor(s) shall be bound, in all cases in which the time allowed for any work exceeds one month, to complete one-fourth of the whole of the work before one-fourth of the whole time allowed under the contract has elapsed, one-half of the work, before one-half of such time has elapsed, and three-fourths of the work, before three-fourths of such time has elapsed. In the event of the contractor(s) failing to comply with this condition he/they shall be liable to pay as compensation an amount equal to one per cent., or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide on the said amount of the contract for every day that the due quantity of work remains incomplete; provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed ten per cent. on the amount of the contract as shown in the tender.

17. In any case in which under any clause or clauses of this contract the contractor(s) shall have rendered himself/themselves liable to pay compensation amounting to the whole of his/their security deposit (whether paid in one sum or deducted by instalments) the Divisional Officer on behalf of the Governor shall have power to adopt any of the following courses, as he may deem best suited to the interests of Government:—

- (a) To rescind the contract [of which rescission notice in writing to the contractor(s) under the hand of the Divisional Officer shall be conclusive evidence], and in which case the security deposit of the contractor(s) shall stand forfeited, and be absolutely at the disposal of Government.
- (b) To employ labour paid by the Public Works Department and to supply materials to carry out the work, or any part of the work, debiting the contractor(s) with the cost of the labour and the price of the materials (of the amount of which cost and price a certificate of the Divisional Officer shall be final and conclusive) against the contractor(s) and crediting him/them with the value of the work done; the certificate of the Divisional Officer as to the value of the work done shall be final and conclusive against the contractor(s).
- (c) To take such part of the work as shall be unexecuted out of his/their hands, and to give it to another/other contractor(s) to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor(s) if the whole work had been executed by him/them (of the amount of which excess the certificate in writing of the Divisional Officer shall be final and conclusive) shall be borne and paid by the original contractor(s) and may be deducted from any money due to him/them by Government under the contract or otherwise or from his/their security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of any of the above courses being adopted by the Divisional Officer the contractor(s) shall have no claim to compensation for any loss sustained by him/them by reason of his/their having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor(s) shall not be entitled to recover or be paid any sum for any work theretofore actually performed under this contract, unless and until the Divisional Officer will have certified in writing the performance of such work and the value payable in respect thereof, and he/they shall only be entitled to be paid the value so certified.

18. In any case in which any of the powers conferred upon the Divisional Officer by clause 17 hereof, shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor(s) for which by any clause or clauses hereof he is/they are declared liable to pay compensation amounting to the whole of his/their security deposit, and the liability of the contractor(s) for past and future compensation shall remain unaffected. In the event of the Divisional Officer putting in force either of the powers (a) or (c) vested in him under the preceding clause he may, if he so desires, take possession of all or any tools, plant materials and

stores, in or upon the works, or the site thereof or belonging to the contractor(s) or procured by him/they and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or, in case of these not being applicable, at current market rates to be certified by the Divisional Officer whose certificate thereof shall be final, otherwise the Divisional Officer may by notice in writing to the contractor(s) or his/their clerk of the works, foreman or other authorized agent require him/they to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice); and in the event of the contractor(s) failing to comply with any such requisition the Divisional Officer may remove them at the contractor(s)'s expense or sell them by auction or private sale on account of the contractor(s) and at his/their risk in all respects, and the certificate of the Divisional Officer as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor(s).

19. Provided nevertheless that if the contractor(s) shall be of the opinion that he is/they are entitled to any extension of time on account of the works being altered, varied or added to or on account of any delay by reason of any inclement weather or causes not under the control of the contractor(s) in consequence of orders to that effect from the Divisional Officer which orders the Divisional Officer is hereby empowered to give him/they in any or either of such cases it shall be competent for the Divisional Officer by an order in writing to extend the aforesaid period for final completion by such period or periods as he shall deem reasonable and the contractor(s) is/are to complete the works within such extended period or periods as aforesaid. Provided that the contractor(s) shall not be entitled to any extension of time unless he/they shall within three days after the happening of the event in respect of which he/they shall consider himself/themselves entitled to any extension give to the Divisional Officer written notice of such claim to any extension of time and of the ground or grounds and of the amount thereof unless in any case the Divisional Officer shall in his discretion dispense with such notice and certify for an extension of time. Nevertheless and in case of any extension of time the aforesaid provisions for damages and their amount in default of due completion shall apply in case of non-completion of the works within the extended time. The Superintending Engineer for reasons stated may at his discretion waive the penalties of clause 16 even in the absence of the notice or certificate.

20. The contract shall not be assigned or sub-let without specific orders from Government in respect of a specified sub-contractor. And if the contractor(s) shall assign or sub-let his/their contract, or attempt so to do, or become insolvent or commence any insolvency proceedings or make any composition with his/their creditors, or attempt so to do, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised, or offered by the contractor(s) or any of his/their servants or agents to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Divisional Officer may thereupon by notice in writing rescind the contract and the security deposit of the contractor(s) shall thereupon stand forfeited and be absolutely at the disposal of Government, and the same consequences shall ensue as if the contract had been rescinded under clause 17 hereof, and in addition the contractor(s) shall not be entitled to recover or be paid for any work theretofore actually performed under the contract.

21. The contractor(s) shall be paid usually once a month commencing from the a sum of per cent. of the total value of work done since the last payment according to the certificate of the Divisional Officer. When the work shall be completed, the contractor(s) is/are to be entitled to receive all moneys due or payable to him/them under or by virtue of the contract, except a sum of per cent. of the total value of the work done which will be retained for six months after the date of completion of the work, and refunded to the contractor(s) only if no defects, shrinkage or other faults appear in the works. The payments on account will be made in lump sum according to the best estimate of the value of work done that can be made by the Divisional Officer.

The final bill for the work will be based on the lump sum tendered modified where necessary to give effect to omissions, additions or variations from the prescribed drawings, specifications and instructions, detailed measurements of such omissions, additions or variations being recorded:

Provided always that no final or other certificate is to cover or relieve the contractor(s) from his/their liability under the provision of clause 13 whether or not the same may be notified, by the Divisional Officer at the time, or subsequently to the granting of any such certificate.

22. Payments due to the contractor(s) may, if so desired by him/them, be made to his/their bank instead of direct to him/them, provided that the contractor(s) furnish(es) to the Divisional Officer (1) an authorization in the form of a legally valid document such as a power-of-attorney conferring authority on the bank to receive payment, and (2) his/their own acceptance of the correctness of the account made out as being due to him/them by Government or his/their signature(s) on the bill or other claim preferred against Government, before settlement by the Divisional Officer of the account or claim by payment to the bank. While the receipt given by such bank shall constitute a full and sufficient discharge for the payment, the contractor(s) should, wherever possible, present his/their bills duly receipted and discharged through his/their bankers.

Nothing herein contained shall operate to create in favour of the bank any rights or equities vis-a-vis the Governor.

23. A certificate of the Divisional Officer or an award of the referee hereinafter referred to, as the case may be, showing the final balance due or payable to the contractor(s) is to be conclusive evidence of the works having been duly completed and that the contractor(s) is/are entitled to receive payment of the final balance, but without prejudice to the liability of the contractor(s) under the provisions of clause 13. No such certificate shall, however, be given, nor shall the work be considered to be complete until the contractor(s) shall have removed as required by clause 4 from the premises on which the work shall be executed all scaffolding, surplus materials and rubbish, and cleaned off the dirt from all wood-work, doors, windows, walls, floors, or other parts of any building, in, upon or about which the work is to be executed, or of which he/they may have had possession for the purpose of the execution thereof, nor until the additions, omissions and alterations referred to in clause 8 shall have been measured by the Divisional Officer whose measurements shall be binding and conclusive against the contractor(s). If the contractor(s) shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish, and cleaning of dirt on or before the date fixed for the completion of the work, the Divisional Officer may at the expense of the contractor(s) remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid; and

the contractor(s) shall forthwith pay the amount of all expense so incurred, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

24. No female labour shall be employed within the limits of a cantonment.

25. No labourer below the age of twelve years shall be employed on the work.

26. The contractor shall pay his labourers wages not less in amount than what is considered reasonable for the locality by the Superintending Engineer.

27. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

28. In the case of a tender by partners any change in the constitution of the firm shall be forthwith notified by the contractor(s) to the Divisional Officer for his information.

29. Any dispute that shall arise out of this contract the settlement of which is not therein provided for shall be decided by two arbitrators, one to be appointed by each party or by an umpire to be appointed by the arbitrators before proceeding with the reference, and the provisions of the Act X of 1940 as amended to date shall apply to any such reference.

30. If at any time after the commencement of the work the Governor shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Divisional Officer shall give notice in writing of the fact to the contractor(s) who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he/they might have derived from the execution of the work in full, but which he/they did not derive in consequence of the full amount of the work not having been carried out neither shall he/they have any claim for compensation by reasons of any alterations having been made in the original specifications, drawings and instructions which shall involve any curtailment or increase of the work as originally contemplated.

31. In the case of any class of work for which there is no such specification as is mentioned in Rule 1, such work shall be carried out in accordance with the district specification, and in the event of there being no district specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Divisional Officer.

32. The Divisional Officer shall supply the materials as shown in the attached schedule but does not undertake to take back from the party tendering either before or after the completion of the work, or the termination of this agreement, surplus materials which were originally procured by the party tendering or were issued to him/them by Government. The Divisional Officer shall, however, have the option of purchasing any of the materials surplus to requirements at the local prevailing market rates provided that in the case of materials supplied by Government the price

shall not exceed that originally charged by Government. The party tendering is/are not to remove from the site of works materials supplied to him/ them for use on the works without the previous sanction obtained in writing of the Divisional Officer. The value of the full quantity of materials supplied under this clause and at the rates specified in the Schedule as aforesaid shall be set off against, or deducted from, any sum then due, or thereafter to become due, to the contractor(s) under the contract or otherwise or against or from his/their security deposit or the proceeds thereof or a sufficient portion thereof.

33. In every case in which by virtue of the provisions of section 12, sub-section (1) of the Workmen's Compensation Act, 1923, Government is obliged to pay compensation to a workman employed by the contractor(s), in execution of the works, Government will recover from the contractor(s) the amount of the compensation so paid; and, without prejudice to the rights of Government under section 12, sub-section (2) of the said Act, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor(s) whether under this contract or otherwise.

Government shall not be bound to contest any claim made against it under section 12, sub-section (1) of the said Act, except on the written request of the contractor(s) and upon his/their giving to Government full security for all costs for which Government might become liable in consequence of contesting such claim.

34. All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Superintending Engineer of the circle for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

Signature of contractor(s).

Signature of Divisional Officer.

Schedule showing (approximately), materials to be supplied from the Public Works Department Stores for work contracted to be executed and the rates at which they are to be charged for.

Particulars.	Rates at which the material will be charged to the contractor(s).			Place of delivery.
	Unit.	Rs.	P.	

Note.—The persons or firm submitting the tender should see that the rates in the above are filled up by the Engineer-in-charge on the issue of the form prior to the submission of the tender.

Signature of contractor(s).

Signature of Divisional Officer.

Bengal Form No. 2914

GOVERNMENT OF WEST BENGAL**Public Works Department**

State

Division.

Subdivision.

NOTICE INVITING TENDERS

1. Tenders are hereby invited for
Estimated cost Rs.....

2. Contract documents consisting of the detailed plans, complete specifications, the schedule of quantities of the various classes of work to be done, and the set of "conditions of contract" to be complied with by the person whose tender may be accepted, which will also be found printed in the form of tenders, can be seen at the Divisional/Subdivisional office, between the hours of 11 a.m. and 4 p.m. every day, except on Sundays and public holidays.

3. Tenders, which should always be placed in sealed covers, with the name of the work written on the envelopes, will be received by the Divisional/Subdivisional Officer, Division/
Subdivision, up to on the
19 , and will be opened by him in his office on the same day
at

4. Tenders are to be on Form No. which can be obtained from the office of Divisional/Subdivisional Officer concerned on payment of a sum of Rs. in cash. The time allowed for carrying out the work will be found mentioned therein.

The contractors should quote in figures as well as in words the rates of amounts tendered by them. The amount for each item should be worked out and the requisite totals given.

When a contractor signs a tender in an Indian language, the percentage above or below in the case of repair works, and the total amount tendered in the case of Item Rate Tender and Lump Sum Tender, should also be written in the same language. In the case of illiterate contractors the rates or the amounts tendered should be attested by a witness.

No tender form will be issued on the date fixed for the opening of tenders.

5. Earnest-money, amounting to Rs. _____, in currency notes, must accompany each tender, and each tender is to be in a sealed cover superscribed "Tender for _____" and addressed to the Divisional/Subdivisional Officer, Division/Subdivision.

6. The contractor, whose tender is accepted, will be required to furnish security for the due fulfilment of his contract consisting of a lump sum payment of Rs. _____ /deduction of ten per cent. from the monthly payments to be made on account of work done. The earnest-money will be treated as part of the security, and the balance necessary to make up the full amount specified will be deposited with the Divisional/Subdivisional Officer within the period specified in clause 1/2 of the "conditions of contract" printed in the form of tender.

7. The acceptance of a tender will rest with the _____ Engineer who does not bind himself to accept the lowest tender, and reserves to himself the authority to reject any or all of the tenders received, without the assignment of a reason. All tenders in which any of the prescribed conditions are not fulfilled will be rejected.

8. Tenders which do not fulfil any of the above conditions or are incomplete in any respect, are liable to summary rejection.

9. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

Divisional/Subdivisional Officer.

Bengal Form No. 2928.

GOVERNMENT OF WEST BENGAL

Department _____

Work Order

DIVISION / SUBDIVISION

BRANCH

Dated _____

Order for work described below given to contractor to be executed as per condition on the reverse and at the rates specified below :—

Description of Work.	Rate.	Per.	Remarks.

For and on behalf of the Governo
of the State of West Bengal.

Contractor.

Officer-in-charge of Work.

CONDITIONS

1. The officer-in-charge of the work will accept or reject the work executed, according to his judgment.

2. This order can be cancelled and the work stopped at any time by the officer-in-charge of the work, or by any officer superior to him in authority. Similarly, the contractor is at liberty to cease work at any time.

3. The work shall be executed strictly according to the specification in force in the Circle, for the time being.

4. In matters of dispute the case shall be referred to the Superintending Engineer of the Circle, whose order shall be final.

5. All works executed shall be paid for according to measurements taken by or under the orders of the officer-in-charge of the work and not according to the quantity given in any estimate.

Payments due to the contractor may, if so desired by him, be made to his bank instead of direct to him, provided that the contractor furnishes to the officer-in-charge of the work (1) an authorisation in the form of legally valid document such as a power-of-attorney conferring authority on the bank to receive payment, and (2) his own acceptance of the correctness of the account made out as being due to him by Government or his signature on the bill or other claim referred against Government before settlement by the officer-in-charge of the account or claim by payment to the bank. While the receipt given by such bank shall constitute a full and sufficient discharge for the payment, the contractor should, wherever possible, present his bills duly receipted and discharged through his bankers.

Nothing herein contained shall operate to create in favour of the bank any rights or equities *vis-a-vis* the Governor of the State of West Bengal.

6. If the contractor or his work-people or servants shall break, deface, injure or destroy any building, any other structures, road, road curbs, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wires, trees, grass, or grass land or cultivated ground contiguous to the place where the work is being executed, the contractor shall make good the same at his own expense, and in the event of his refusing or failing to do so, the damage shall be repaired at his expense by the officer-in-charge, who shall deduct the cost from any sums due, or which may become due, to the contractor.

7. No labourer below the age of twelve years shall be employed on the work.

8. The contractor shall pay his labourers not less than the wages paid for similar work in the neighbourhood.

9. In every case in which by virtue of the provisions of section 12, sub-section (1) of the Workmen's Compensation Act, 1923, Government is obliged to pay compensation to a workman employed by the contractor, in execution of the works, Government will recover from the contractor the amount of the compensation so paid: and, without prejudice to the rights of the Government under section 12, sub-section (2) of the said Act, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Government to the contractor whether under this contract or otherwise. Government shall not be bound to contest any claim made against it under section 12, sub-section (1) of the said Act, except on the written request of the contractor and upon his giving to Government full security for all costs for which Government might become liable in consequence of contesting such claim.

10. The word "Government" in these Conditions means the Government of West Bengal.

Bengal Form No. 4765
F. R. Form No. 10

FORM 7.—INDENT FOR STORES.

[See Rule 130, B. F. R.]

Counterfoil

Indent No. _____
On _____
Date _____

Description.	No. or quantity.	Head of Account, etc.	Name of work (with name of contractor from whom value is recoverable).

Bengal Form No. 4765
F. R. Form No. 10

FORM 7.—INDENT FOR STORES(

Indent

Indent No. _____
On _____
Date _____

Description.	No. or quantity.	Head of Account, etc.	Name of work (with name of contractor from whom value is recoverable).

Bengal Form No. 4765
F. R. Form No. 19

FORM 7.—INVOICE

Invoice of Stores supplied _____
To _____
By _____
On indent No. _____ Dated _____
issued by the _____

Description.	No. or quantity.	Head of Account, etc.	Name of work (with name of contractor from whom value is recoverable).

These materials should be delivered/despached

to _____

_____ by _____

Indenting Officer.

(Divisional or Subdivisional Officer.)

Certificate of Supply.

This indent has (not) been complied with in full—

These materials should be delivered/despached

to _____

_____ by _____

(The alterations which I have attested, have accordingly been made by me.)

Dated _____ 19

Supplying Officer.

Delivered/Despached to _____ on _____

Received.

by _____

Indenting Officer.

(Divisional or Subdivisional Officer.)

Dated _____ 19

Supplying Officer.

Dated _____ 19

Receiving Officer.

Bengal Form No. 4788
 Exmr., P. W. Accts. Form No. 35

FORM 18—SURVEY REPORT OF STORES

Division _____

[See Chap. VII, paragraphs 214, 234 and 235.]

Report of the survey of stores which have become unserviceable.

Number or quantity.	Description of articles.	Value on the books.				Date of receipt.	Remarks by the officer in charge explaining the cause of the articles becoming unserviceable.	Remarks or orders of the Divisional Officer.	Orders of the Superintending Engineer.
		Rate.		Amount.					
		Rs.	nP.	Rs.	nP.				

No. _____, dated the _____ 19__

Submitted to the Superintending Engineer,
 _____ Circle, for orders, with reference to
 Paragraph 369 of P. W. D. Code, 10th Edition.

Divisional Officer.

No. _____, dated the _____ 19__

Returned to the Divisional Officer or necessary
 action as per orders noted above.

Superintending Engineer.

Bengal Form No. 4794.
F. R. Form No. 12.

P. W. Accounts Form 21—Muster-Roll

(Rule 198, B. F. R.)

CASH-BOOK VOUCHER No. _____, DATED THE _____ 196 .

Name of work—

Part II.—Register of arrears of Wages due to Work-people
 (The adoption of this method of recording arrears is left optional with Divisional Officers.)

Month and period to which the arrears relate.	Serial number as per nominal muster-roll.	Names.	Father's names.	Amount due.		Amount paid.		Dated initials and remarks of paying officer.	Serial number as per nominal muster-roll.	Names.	Father's names.	Amount due.	
				Rs.	nP.	Rs.	nP.					Rs.	nP.
Arrears of previous master-rolls brought forward.				Rs.	nP.	Rs.	nP.			Brought over ..		Rs.	nP.
										Arrears as this muster-roll.			
										Total			
										Grand Total			
										Deduct amount paid out of arrears of previous muster-rolls.			
										Balance—Arrears carried to next nominal muster-roll.			
Total ..													
Carried over ..													

Note.—When wages are not claimed within three months, a report of this fact should be made to the Divisional Officer.

Part III.—*Detail of the measurement of work done by the labour employed as per this nominal Muster-roll in cases in which the work is susceptible of measurement.

Description of work. (Each distinct item of work, grouped by sanctioned sub-heads where necessary.)	Quantity.	Deduct as shown on the last Muster-oll.	†Balance.

Measurements taken on

Measurement Book No.

Dated the 19

Signature—

Rank—

*If the work is not susceptible of measurement, a remark to this effect should be recorded.

†If desired, rates may be struck where possible and shown in red ink just below the quantities in this column.

West Bengal Form No. 4809
Misc. P. W. Accts. Indent List No. 53

FORM 32.—PETTY WORKS REQUISITION AND ACCOUNT

[See Chapter X, paragraphs 278(b) and 328 of the Public Works Account Code and paragraphs 188 and 190 of the Public Works Department Code.]

(To be used for works and repairs not likely to cost more than Rs. 1,000.)

Requisition on _____

Part I.—Requisition

The undersigned wishes to have the following petty works carried out with as little delay possible :—

Dated the

19

Signature and designation of the Officer
by whom the requisition is made.

Part II.—Report of P. W. Subordinate and estimated cost.

(REPORT.)

Rough estimate of probable cost.

Description of work.	Quantity.	Rate.	Unit.	Amount.		Amount recoverable as Barrack damages in the case of Military Works.		Remarks.
				Rs.	nP.	Rs.	nP.	
Total ..								

Major Head—

Minor and detailed Heads—

*Signature of P. W. Subordinate.**Date*

Sanctioned.

*Divisional Officer.**Date*

No.

Accepted.

*Signature & Designation of responsible Civil or Military Officer.**Date***Part III.—Completion Certificate**

The work was completed on

*Signature of P. W. Subordinate.**Signature and designation of the officer by whom the requisition was made.**Date**Date*

Bengal Form No. 4826

F. R. Form No. 22

P. W. Accounts Form 44.—Detailed Completion Report

[See Rule 255, B. F. R.]

Division—

Name of Work—

Amount of estimate Rs.

Expenditure Rs.

Excess Rs.

Percentage of excess

*Date of written order to commence work.

*Date of actual completion of work.

*These two entries are not to be filled up in the case of piece work agreements.

Names of Engineers and Subordinates by whom the work was supervised

Names.	Period of Incumbency.	
	From.	To

Explanation of Excesses—

Name of work—

Major Head—

Minor Head—

Detailed head of classification—

Reference to last schedule docket submitted—

Authority—

Sub-heads of estimate.	As estimated.			As executed.			Differences.*			Reference to paragraph overleaf explaining excess.
	Quantity.	Rate.	Amount.	Quantity.	Rate.	Amount.	Quantity.	Rate.	Amount.	
		Rs.	Rs.		Rs.	Rs.		Rs.	Rs.	
Total ..										

*Excesses to be entered in red ink, savings in black ink.

Dated the _____ 19

Divisional Officer.

N.B.—In the case of original work and special repairs, if any considerable deviations from the sanctioned design have occurred the report, specification, drawings and details of measurement of the work actually done in the same form as the estimate should accompany the completion report, *vide* paras, 291 and 292 of the P. W. D. Code.

Bengal Form No. 4827
 Misc. P. W. Accts., Indent List No. 70
 R. From No. 23.

P. W. Accounts Form No. 45.

_____DIVISION.

Completion Statement of Works and Re-
 pairs completed during the month of _____

Forwarded to the Accountant-General for
 verification as this office No. _____, dated
 19 _____

Executive Engineer,

_____Division.

Transmitted, duly verified, to the Superin-
 tending Engineer _____ Circle, as this
 office No. _____, dated _____ 19 _____

Accountant-General.

Returned to the Executive Engineer, _____
 Division, for final record as this office No. _____
 dated _____ 19 _____

Superintending Engineer,

_____Circle.

FORM 45.—COMPLETION STATEMENT OF WORKS AND REPAIRS

[See Rule 255, B. F. R.]

Completion Statement of Works and Repairs completed during the month of _____ the outlay on which has not been recorded by sub-heads and the actual expenditure on which is in excess of the sanctioned estimate by an amount greater than that which the Divisional Officer is empowered to pass.

Item No.	Name of Estimate.	Sanction.			Amount of estimate.	Expended.	Excess.*	Percentage of Excess.*	Remarks.
		Authority.	No.	Date.					

*In cases in which the Completion Statement is utilised of a revised estimate under paragraph 291 of the Public Works Department Code, sufficient details must be given if the excess is more than 5 per cent.

Dated the

19

Divisional Officer,

Division.

REGISTER OF MEASUREMENT BOOKS

[P. W. A. Code, paragraphs 280 and 282.]

State _____

Division _____

Branch _____

Subdivision _____

Part I.—For ordinary measurement books.

Serial number of book.	Name of *Subdivision/Subordinate to whom issued. (*to be corrected according to its use in the Divisional or Subdivisional Office.)	Date of issue.	Date of return.	Year from the last day of which period of preservation is to be computed.	Remarks.

REGISTER OF MEASUREMENT BOOKS

[P. W. A. Code, paragraphs 280 and 282.]

State _____

Division _____

Branch _____

Subdivision _____

Part II.—For Standard Measurement books.

Serial number (alpha- betical.)	Subdivision.	Particulars of work.		By whom certified as correct to form the basis of—			
				Annual repair estimates.		Payments to Contractors	
		Name of building, etc.	Page.	Name and designation.	Date.	Name and designation.	Date.

REGISTER OF DESTRUCTION OF RECORDS

[P. W. A. Code, paragraph 598 and P. W. D. Code, paragraph 169.]

State _____

Branch _____

Division _____

Item No.	Description of records to be destroyed.			Sanction to destruction.		Date of destruction.	Dated signature of the witnessing destruction.	Remarks.
	Name of document.	Volume or size.	Period to which the record relates.	Reference to rule or correspondence.	Dated initials of Divisional Officer.			

Bengal Form No. 4879
P. W. D. Form No. 45B

_____ DIVISION

Completion Certificate of Original Works

Name of work—

Authority—

Estimate No.—

Plan No.—

Certified that the work mentioned above was completed on _____ and handed over on _____ and that there have been no material deviations from the sanctioned plans and specifications other than those sanctioned by competent authority.

Executive Engineer.

_____ *Division.*

No. _____ of _____

To _____

No. _____

Returned to the Executive Engineer, _____

Division.

The work has been taken over.

Commanding or Departmental Officer.

Division—

Name of work—

Completion Certificate of Original Works

NOTES

1. On the completion of an original work executed for civil or army departments, a completion certificate in Form No. 45B will be forwarded by the Executive Engineer to the civil or military authority concerned, who will, after signing it in the space provided for the purpose (*vide* also paragraph 295, P. W. D. Code), return it to the Executive Engineer.
2. Completion certificates, which should not be submitted to audit, should ordinarily be retained in the divisional office, but in the event of unfavourable remarks having been recorded upon such a certificate by any civil or military officer, it should be submitted for the orders of the Superintending Engineer with the explanation of the Executive Engineer and an account of any action he may have taken (*vide* paragraph 297).
3. The countersignature of a civil or military officer merely implies that the work has been completed and taken over, and involves no further responsibility. If the countersigning officer is not satisfied with the work and wishes to make any remarks he can do so over his signature, but it must be borne in mind that, in making remarks which are unnecessary or irrelevant, he may occasion much trouble and delay.

Bengal Form No. 4880.

NOTES

1. In the case of repairs executed for Civil or Army Departments, the Subdivisional Officer will submit a completion certificate in Form No. 45-D to the officer of the Department immediately interested who will after making a suitable endorsement forward it to his departmental superior, (if he is not himself the officer competent to sign the certificate). The latter officer will then transmit it to the Executive Engineer for disposal.

2. The countersignature of a Civil Officer merely implies that the *structure, road, protective work or electric installation*, as the case may be, is in proper order generally and involves no further responsibility. If the countersigning officer is not satisfied with the repairs *in general* and wishes to make any remarks, he can do so over his signature, but it must be borne in mind that, in making remarks which are unnecessary or irrelevant, he may occasion much trouble and delay.

P. W. D. Form No. 45-D

Division—

Station—

Name of work—

Completion Certificate of Repairs.

Subdivision/Division.

_____ DIVISION.

Completion Certificate of Repairs.

Station—

Name of Repair Work—

Authority—

Certified that the repair work mentioned above was completed on
and that the structure/the installation is in *order.

Subdivisional Officer.

No. of

To

No. of

Passed on to

†The structure/The road/The protective work/The electric installation
is in *order.

No. of

Accepted and passed on to the Executive Engineer, _____ Division.

Local Head of Department.

*Here enter 'goods, 'fair' or as the case may be.

†The designations inapplicable to the particular case should be struck out.

III—Memorandum of payments

		Rs.	nP.
1. Total value of work done, as per Acct. I, Col. 5, entry (A)			
2. Deduct amount withheld—			
**Figures for Works Abstract.		Rs.	nP.
	(a) From previous bills, as per last Running Account Bill		
	(b) From this bill		
3. Balance, i.e., "Up-to-date" payments (Items 1-2) (K)*			
4. Total amount of payments already made as per entry (K), of last Running Account Bill No.			
5. Payments now to be made as detailed below—		Rs.	nP.
(a) {	By recovery of amounts creditable to this work—	}	}
	Value of stock supplied as detailed in the ledger in		
	Ditto in		
	Ditto in		
Total 2 (b) + 5 (a) .. (C)			
(b) {	By recovery of amounts creditable to other works or heads of accounts—	}	}
	"Deposits"—		
	(c) By Cheque†		
Total 5 (b) + (c) .. (H)			

Pay Rs.‡

by cheque

Dated initials of Divisional Accountant.

(Dated initials of Disbursing Officer).

Received Rs.§
on account of this work.

as per above memorandum
(Amount in vernacular.)

Left-hand thumb impression of

Dated the

19

Stamp.

Il Witness—

(Full signature of Contractor.)

Paid by me, vide cheque No.

, dated

19

(Dated initials of person actually making the payment.)

*This figure should be tested to see that it agrees with the total of items 4 and 5.

†If the net amount to be paid is less than Rs. 10 and it cannot be included in a cheque the payment should be made in cash, this entry being altered suitably and the alteration attested by dated initials.

‡Here specify the net amount payable, vide item 5 (c).

§The payee's acknowledgment should be for the gross amount paid as per item 5 (i.e., a+b+c.)

|| Payment should be attested by some known person when the payee's acknowledgment is given by a mark seal or thumb-impression.

**Not required in the case of bills of suppliers.

IV—Remarks

(This space is reserved for any remarks which the Disbursing Officer or the Divisional Officer may wish to record in respect of the execution of the work, check of measurements or the state of contractor's account.)

FINAL PAYMENTS

P. W. Accounts Form 26—Running Account Bill—B

(See Rules 209 and 212 of the W.B. F. R., Vol. I)

[For Contractors.—This form provides for (1) Advance payment, (2) Secured Advances, and (3) Payments for measured work.]

Cash Book Voucher No....., dated.....

Name of Contractor.....

Name of Work.....

Serial No. of this Bill.....

No. and date of his previous Bill for this Work.....

Reference to Agreement.....

**Date of written order to commence Work.....

**Date of actual completion of Work.....

**These two entries are not to be filled up in the case of piece-work agreements.

I.—Account of work executed.

Advance payments for work not yet measured.			Items of work (grouped under "sub-heads" and "sub-works" of estimate).	Unit.	Rate.		Quantity executed up to date as per measurement book.	Payments on the basis of actual measurements.				Remarks (with reasons for delay in adjusting payments shown in column 1).
Total as per previous bill.	Since previous bill.*	Total up to date.						Up to date.		Since previous bill.†		
1	2	3						8		9		
Rs.	Rs.	Rs.	4	5	Rs.	nP.	7	Rs.	nP.	Rs.	nP.	10
			Carried over ..									

*Wherever there is an entry in column 9 on the basis of actual measurement, the whole of the amount previously paid without detailed measurement should be adjusted by a minus entry in column 2 equivalent to the amount shown in column 1 so that the "Total up to date" in column 3 may become "Nil."

†When there are two or more entries in column 9 relating to each sub-head of estimate, they should, in the case of works the accounts of which are kept by sub-heads be totalled and the Total recorded in column 10 for posting the Works Abstract.

FINAL PAYMENTS

Advance payments for work not yet measured.			Items of work (grouped under "sub-heads" and "sub-works" of estimate).	Unit.	Rate.		Quantity executed up to date as per measurement book.	Payments on the basis of actual measurements.				Remarks (with reasons for delay in adjusting pay- ments shown in column 1).
Total as per pre- vious bill.	Since previous bill.	Total up to d. te.						Up to date.		Since previous bill.		
1	2	3			5	6		8		9			10
Rs.	Rs.	Rs.		Rs.	nP.	Rs.	nP.	Rs.	nP.			
			Brought forward ..									
			Total	Total value of work done to date (A)		..	..			
				<i>Deduct</i> —Value of work shown in previous bill		..	..			
				Net value of work since previous bill (F)		..	..			
				Figure (F) in words—Rupees		..	..			
Figure (D) in words—Rupees—												
	(D)	(B)										

II.—Certificates and Signatures.

1. The measurements on which are based the entries in columns 4 to 6 of Account I, were made by _____ on the _____ 19____, and are recorded at page _____ of Measurement Book No. _____.
- *2. Certified that in addition to and quite apart from the quantities of work actually executed as shown in column 7 of Account I, some work has actually been done in connection with several items, and the value of such work after deducting therefrom the proportionate amount of secured advance, if any, ultimately recoverable on account of the quantities of materials used therein is in no case, less than the advance payments as per column 8 of Account I, made or proposed to be made, for the convenience of the contractor, in anticipation of, and subject to, the results of detailed measurement, which will be made as soon as possible.
- *3. Certified (1) that the *plus* quantities of materials shown in column 3 of Account II above have actually been brought by the contractor to the site of the work and the contractor has not previously received any advance on their security, (2) that those materials are of an imperishable nature and are all required by the contractor for use on the work in connection with items for which rates for finished work have been agreed upon, and (3) that a formal agreement, in Form 34, signed and executed by the contractor in accordance with paragraph 275(a) of the Public Works Department Code, is recorded in the Divisional Office.

Dated signature of officer } (Rank) Subdivisional Officer,
 Preparing the bill. }
 _____ Subdivision.
 _____ Division.

† Dated signature of officer } _____
 authorising payment. } (Rank) _____

** Dated signature of contractor.

*These certificates must be signed by the Subdivisional or Divisional Officer.

† This signature is necessary only when the officer who prepares the bill is not the officer who authorises the payment.

** Signature of the contractor or his duly authorised agent in the bill should be taken before its submission to the Divisional Office for payment. In such a case two signatures are essential. If in any case this is not possible the signature may be taken at the time of payment provided that the signature of the contractor or his duly-authorised agent has been taken in the measurement book at the time of measurement in token of acceptance of measurements.