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ABBREVIATIONS

A.E.	Assistant engineer
A.G.	Accountant General
A.G.H.	Assistant Geohydrologyst
A/R	Annual Repairs
A.R.O.	Assistant Research Officer
B.M.	Bench mark
C.C.A.	Culturable Command Area
C.D.C.	Canal deputy Collector
C.E.	Chief Engineer
C.E.A.	Central electricity Authority
cm.	Centimeter
C.P.W.A.	Central Public Works Accounts
C.S.	Civil Surgeon
C.S.R.	Current Schedule of Rates
C.W.C.	Central Water Commission
C.T.E.	Chief Technical Examiner
cumec.	Cubic meter per second
D.A.	Divisional Accountant/Daily Allowance
Dept.	Department
D.G.S. & D.	Director General of Supplies and Disposals.
D.M.	District Magistrate
D.S.C.	Departmental Selection Committee
E.E.	Executive Engineer
e.g.	Exempli gratia/for example
E.I.	Embankment Inspector
E.-in-C.	Engineer-in-Chief
E/M	Electrical Mechanical
F.D.	Finance Department

Fin.	Financial
F.R.L.	Full Reservoir Level
G.A.D.	General Administration Department.
G.B.C.	General Book Circular
G.T.S.	Geodetic Traverse Survey
ha.	hectare
h.p.	horse power
I.D.	Irrigation Department
I.I.	Irrigation Inspector
I.S :	Indian Standard
km.	kilometer
L.D.C.	Lower Division Clerk
L.O.C.	Letter of Credit
L.P.C.	Last of Certificate
M.B.	Measurement Book
m.	Metre
M.P.	Madhya Pradesh
M.P.E.B.	Madhya Pradesh Electricity Board.
N.I.T.	Notice Inviting Tender
No.	Number
Paras.	Paragraphs
P.C.	Purchase Committee
P.H.E.D.	Public Health Engineering Department.
P.O.L.	Petrol, Oil and Lubricant
P.R.C.	Progress Reviewing Committee
P.W.A.F.	Public Works Accounts Form
P.W.D.	Public Works Department
R.A.	Research Assistant

R.R.C.	Revenue Recovery Certificate
R.A.	Research Assistant
R.R.C.	Revenue Recovery Certificate
Rs.	Rupees
R.D.	Revenue Department
R.L.	Reduced level
R.C.C.	Reinforced Cement Concrete
S.B.I.	State Bank of India
S.D.C.	Sub-Divisional Clerk
S.D.O.	Sub-Divisional Officer
S.E.	Superintending Engineer
S.K.	Store-keeper
S.No.	Serial Number
S.O.	Section Officer
S.R.	Supplementary rules
S. & S.	Survey and Settlement
T.A.	Travelling Allowance
T.O.	Treasury Officer
U.C.S.R.	Unified Current Schedule of Rates.
V.I.P.	Very Important Person
Vol.	Volume

viz.	Videlicet/namely
W.B.M.	Water Bound Meccadam
W.D.	Works Department, i.e., P.W.D., P.H.E.D., I.D.

APPENDIX 3.01

(See paragraph 3.008)

Lease of Government Building

This indenture made this day of between the Governor of the M.P. acting through (hereinafter called the lessor which expression shall, where the context so admits, include his successors in office) of the one part and hereinafter called the lessee which expression shall where the context so admits, include his heirs, executors, administrators, representatives and assigns) of the other part.

Witness that in consideration of the rent herein after reserved and the covenants on the part of the lessee hereinafter contained.

The lessor hereby demises unto the lessee all that bungalow, out houses, compound, etc. situated at more particularly described with the boundaries thereof in the schedule below with furniture (an inventory of which has been made at the beginning of the terms of this lease and a copy furnished to the lessee) for the term of years from the day of subject to the following conditions.

1. The lessee shall deposit in cash a sum equivalent to one month's rent of the bungalow which shall be refunded to him on the termination of the lease and after all claims of Government are settled.
2. The lessee shall pay the monthly rent of Rs..... in advance for each month before the of that month, payment to be made clear of all deduction at the office of the
3. The lessee shall pay all rates, taxes and assessments which may be charged on the bungalow, outhouses, etc., on the landlord or on the tenant thereof. He shall also pay the charges for the electric lighting of the premises.
4. The lessor shall always maintain the bungalow outhouses, compound, etc; in through repair and condition and shall carry out the white washing of all the insides and outsides thereof annually at his own expense.
5. The lessee shall use the bungalow, outhouse, etc; only as and shall not use same or any part thereof or permit it be used for any other purpose.
6. The lessee shall not make, even at his own cost, any permanent or temporary additions or alteration in the bungalow, outhouses, compound, etc; with out the previous permission in writing of the Executive Engineer of the division; and the fact of any additions or alterations having been carried out with permission at the cost of the lessee shall confer upon him no right of ownership in such additions or alterations and further shall give him no claim to a set-off against or diminution of the rent payable under this lease.
7. The lessee shall use the bungalow, outhouses, compound, etc; and the premises generally and the furniture in a reasonable manner and maintain them in good condition.
8. The lessee shall, at his own cost and without delay, repair any damage to the bungalow, outhouse, compound, etc; and make good damage to or loss of the furniture resulting from any act or default on the part of the lessee.

9. The lessee shall take and cause to be taken all due precautions against fire and shall not do or permit to be done anything whereby any policy of insurance on the demised premises which the lessor may have taken out against damage by fire for the time being in forced (a copy of which shall be furnished to the lessee by the lessor) may become void or voidable. The lessor shall not be responsible for maintaining a chowkidar.
10. The lessee shall have no right to sublet the bungalow, outhouses, etc; or any part thereof.
11. The lessor shall have the right to terminate this lease at a month's notice in case the bungalow is required by Government.
12. At the termination of the lease the lessee shall hand over the bungalow, outhouse, compound, etc. and the furniture according to the said inventory to the lessor in the same good condition as when occupied or received by the lessee, reasonable wear and tear and effect of causes beyond the control of the lessee expected.
13. The lessor covenants with the lessee that the lessee paying the rent hereby reserved and observing and performing the covenants and conditions herein contained and on his part to be observed and performed shall and may (subject to the provision in clause 10) peaceably and quietly possess and enjoy the said premises and bungalow, etc; hereby demised during the said term without any lawful interruption from or by the lessor or any person lawfully claiming from or under him.
14. The lessee shall pay the registration fees for this lease deed.

The Schedule above referred to

.....
Signature of the lessee

Date..... the.....19.....

Witnesses :

- 1.
- 2.

APPENDIX 3.02

(See paragraph 3.015)

Occupation Report and Receipt

1. I acknowledge that I have taken over bungalow/quarters/circuit-house No. known as together with all electric, water and other fittings in good condition with the exceptions noted below :-
2. I am aware that I am responsible for any damage to the bungalow to the building or outhouses or loss of or damage to the fittings, whether caused by fire or otherwise which may occur during my occupation ; provided that I shall not be liable for damage arising from fair wear and tear or from causes not due to the negligence of myself or any member of my family any of my servants, while acting with in the scope of their employment.
3. I have seen the rules governing the occupation of Government accommodation and agree to conform to them as far as they are applicable to me.

Date.....20.....

Rank

(Occupant)

Note :- This receipt should, after signature, be forwarded to the E.E. for record.

Receipt for Electric/Water supply/Sanitary Fittings

No.

Fittings in

Particulars	Number
-------------	--------

Receipt

I acknowledge to have received in good condition and working order the above fittings.

I am aware that I am responsible for any loss or damage to these fittings other than that caused by fair wear and tear which may occur during my tenancy of the bungalow or charge of the office.

No additions or alterations in the installation or removal of any of its parts will be done by or through me without the previous consent in writing from the Works Department.

.....

Tenant of bungalow or officer Incharge

Dated the

APPENDIX 3.03

(See paragraph 3.027 (b))

RENT PASS BOOK

- (1) Name of occupant
- (2) Designation of occupant
- (3) Quarter No./Bungalow No.
Allotment orders No. and Date
- (4) Date of occupation
- (5) Designation / office/department
and address of Disbursing Officer

Details Rent Recovery

Month and Year	Pay	Special pay	Total	Rent Recover ed	Money receipts No. Issued by Drawing Officer	Bank Draft No. and Date by which the amount has been sent to W.D.	Dated initial of Disbursin g Officer	Results of verification	
								Exce ss recov ery	Less recov ery
1	2	3	4	5	6	7	8	9	10

APPENDIX 3.04

(See paragraph 3.025)

Register showing the plinth area and additions to plinth area of subsequent additions or alteration of Government buildings for watching revision of rent under fundamental rule- 45-A/fundamental rule – 45 - B

					Plinth area of subsequent additions or alterations carried out from the date of fixation of the standard rent						
S.No	Name of building s	Plinth area	Standard rent & authority fixing the same	Date from which standar d rent fixed	Date on which allotme nt was placed	Date of sanctio ning the provisi onal rent if any	Date of comple tion of work	Additio ns to plinth area added in each additio n or alterati ons	Revised rent	Date of initials of D.A.	Remar ks
			FR 45-A	FR 45-B					FR 45-A	FR 45-B	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)

Appendix 3.05

(See Paragraph 3.038(3))

Register showing Purchases of Buildings, Land, etc; in the..... Division.

S.No	Particular of deed with amount	S.No. of register and date on which the deed was registered	Name of the treasury where the deed is recorded	Number and date of Collector's letter intimating the recording of the deed with the treasury officer	Remarks
(1)	(2)	(3)	(4)	(5)	(6)

APPENDIX 3.06

(See Paragraph 3.057)

Agreement to be Taken From Caretakers

Know all men by these presents that I son of age years, resident of in the tahsil of the district am held and firmly bound unto the Governor of the M.P. (hereinafter called the Governor) in the sum of Rs..... to be paid to the Governor for which payment to be well and truly made I hereby bind myself, my heirs, executors, administrators and representatives firmly by these presents signed this day the day of 19.....

Now the conditions of the above written bond or obligation which is executed under the orders of the State Government and is given for the performance of a public duty in which the public are interested are such that:-

- (i) I shall faithfully and diligently serve as caretaker of the house and be of good behavior;
- (ii) I shall protect from injury and interference the building and premises of the said house and preserve from loss or damage the articles made over to my charge and give an account of the same whenever demanded by the superior officers;
- (iii) I willingly and submissively shall perform the duties and observe the rules attached to my post and carry out the orders given from time to time by the superior officers ;
- (iv) I before leaving service, shall give one month's notice in writing ;
- (v) I, on default or breach of any of the provisions herein before mentioned, shall well and truly pay to the Governor the sum of Rs..... or any smaller sum which the E.E. division, may in his discretion determine. Otherwise the same shall be recovered as an arrear of land revenue.

And it is hereby agreed and declared by and between me and the Governor that the Governor may deduct Rs..... from my pay for every month, so as to make up a total of Rs.....to be invested by the Governor in the Post Officer Savings Bank for the purpose of securing the performance and observance by me of this bond and further that the Governor may on any default or breach of any of the provisions herein before mentioned committed by me instead of enforcing this bond in the manner herein provided, forfeit the said sum of Rs..... or any part thereof as the said E.E. may in his discretion determine and in the event of such forfeiture the Governor shall again be entitled to make deductions from my pay to the extent and in the manner and subject to the conditions above described.

It is further agreed that on my death/vacating the said post the said deposit with interest thereon shall not be at once returned to the persons lawfully entitled to receive the same but shall remain with the Governor for the terms of three months as security against any loss or damage which may not have been discovered, until after my death or vacating the said post.

Witnesses :

1.....
2.....

.....
Signature of Caretaker.

Appendix 3.07

(See Paragraph 3.062)

Statement Showing the General Conditions of Protected Ancient Monuments in the.....Circle.....

Serial Number according to the register of protected monuments in M.P.	Districts	Tehsil	Locality	Description of monuments	Whether – (I)land plans prepared (II)Boundary pillars erected	Date of inspection	Rank of inspecting officer	Remarks of inspecting officer	E.E.'s remarks	S.E's remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)

Appendix 3.08
(See Paragraph 3.065)

Annual Report on the Condition of Government Buildings in Charge of **Sub-Division** **Division Requiring Special Repairs**

Serial Number	Name of building (Enter only the name of each group as noted in the register of buildings)	Item as per Register of buildings	Plinth & Walls	Floors	Doors and windows	Celling	Space between celing & roof	Roof including roof timber	Water supply	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)

Certified that I have made a careful inspection of the above building and have noted the special repair required in each case in the last column. As regards the other buildings in my charge the certificate requied under paragraph 3.063 of the Works Department Manual is attached.

Sub-Divisional officer
 -----Sub-Division

Certified that I have inspected the above buildings and consider the special repairs, pointed out by the S.D.O. to be necessary during the year.

Executive Engin

Appendix 3.09

(See Paragraph 3.067)

Electrical Installations Test and Inspection Sheet

.....Sub-Division
 Divison head of office
 Name of number of the building Name of occupier/designation

Particulars of the installation		Inspection results	Insulation test results			
		Note -Each circuit as well as the whole installation should be tested.	Initial test		Final test	
			To earth	Between	To earth	Between
			Megohms	Meg ohms	Meg ohms	Meg ohms
		Conditions of -----				
		(i) Fan clamps				
No. W.		(ii) Fans				
		(iii) Other fittings.				
		(iv) Wiring general				
		Remarks-				
(a)	No. and wattage of lamps	1. Whole Installtaion	1			
(b)	No. and wattage of fans	2. Circuits	2			
(c)	No. and wattage of other apparatus		3			
(d)	Total K.W.		4			
(e)	Total No. of points (N)		5			
(f)	Minimum safe registance of installation of circuit- 25/N.		6			
(g)	Size of fuses in main board.		7			
(h)	Size of fuses in branch board.		8			
(i)	Are all switches on line wire?					
Tested By		on	Rank			
Checked By		on	Rank			

-
- Note:** (1) Test results of further circuits, if any, should be entered on the reverse.
- (2) If the initial test of installation or any circuits shows resistance less than that prescribed in (f) the cause should be traced at once, and the circuit set right and retested the results of final test being entered above.
- (3) Where the test results of the whole installation 'To earth' and 'Between ' are infinity, a detailed test of each circuit will not be necessary.

..... **Division.**

S.No. of Building	Serial number of subsidiary structures	Name of buildings	Source of funds from which purchased or erected	Funds from which maintained	Date of erection or purchase (If purchased enter also date of erection as nearly as can be ascertained)	Recorded value	By whom or how occupied
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

Specifications of				Number of storeys	Superficial plinth area including verandahs	Cubic content	Class of building	Annual maintenance
Foundations	Walls(a) plinth (b) Super- Structure (10)	Floor	Roof and roof Covering					
(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)
					Sq.metres.	Cubic Metres.		

Signature

.....

Draughtsman

.....

Division

.....

Countersigned

E.E.

Division

.....

.....

APPENDIX 3.11
(See paragraph 3.081)

**Rules Regarding Precautions to be taken against fire in Government Buildings
(other than Residences) and in Buildings Rented by Government for use other
than Residential**

1. The head of an office should satisfy himself -
 - (i) that the lighting arrangements and any electric installation in his office are satisfactory from the point of view of safety;

Note.- If the building is provided with an electric supply, the head of the office should obtain a report from the works department periodically.

- (ii) that paper store rooms are safe from all possible causes of fire;
 - (iii) that oily and greasy rags, waste paper etc. which are liable to spontaneous combustion should not be allowed to accumulate on the premises;
 - (iv) that smoking and the use of naked lights in store rooms and record rooms is strictly prohibited ; chawkidars should have orders to see that no smouldering cigar or cigarette ends are left lying about when they are closing the building, and
 - (v) that night watchmen are employed in buildings which warrant their employment.
2. All buildings whose value is more than five lakhs, and any buildings of less value which are considered to require special protection should be provided with appliances for dealing with an outbreak of fire.
3. These appliances as enumerated below, are intended for dealing with an outbreak of fire in its initial stages and their effectiveness will depend on the promptness with which they are employed. The appliances should therefore be kept at depots in suitable parts of the building, such as passages and verandhas and not inside locked rooms. Particular attention should be paid to record rooms.
4. Each depot should consist of four buckets containing water, four buckets of kerosene oil tins of sand, one hatchet and a chemical fire extinguisher with one spare refill. These numbers may be varied to suit particular building. As a rule, one bucket per room should suffice for the whole building. In addition to the above mentioned appliance, each office should possess a light iron ladder about 3 meter long.

The bucket should have round bottoms, be painted red, be marked FIRE in black letters and be placed on suitable brackets or low stands. The hatchets should be in glass – fronted cases, so that they can only be removed by breaking the glass.

5. All water buckets should be emptied and refilled once a week and must not be used for any other purpose than fire. The head of the office will be held responsible that this rule is observed.
6. In large and important buildings where there is a piped water - supply, hydrants and hoses should be provided.

In buildings where there are roof tanks, the head of the office should see that they are kept filled and that all connections are in order. The hoses, properly rolled, will be kept locked in glass - fronted cases near the main entrance of

the building.

Patent fire extinguishers should be examined once a month to make sure that they are in a proper working order. In the case of large and important buildings, provided with a number of extinguishers, one or two extinguishers may be discharged each year for purposes of demonstration and, when this is done, the extinguishers should be refilled immediately according to the instructions provided with the refills.

The head of the office may entrust the test to a responsible clerk and should see that it is carried out monthly. The head of the office is responsible for ensuring that the extinguisher is in a serviceable condition.

The result of the test showing the date of monthly inspection and the condition of the extinguisher should be recorded in an inspection card, which should be hung close to the extinguisher. The entries pertaining to each inspection should be initialed by the clerk concerned and the head of the office. The card will be seen and initialed by the Firm's representative, when he tests the extinguishers.

7. Canvas hose is of a perishable nature. It should therefore be examined and tested under pressure once every three months by the S.D.O. Works Department, in charge of the building, and a report be sent to the S.E.

The hydrants, couplings, nozzles, tank connections, etc. should be examined at the same time, each one being turned on to see that nothing is wrong.

8. An outbreak of fire should be reported at once, by telephone if available, to the nearest fire station or police post and to the authorities in charge of the water works. Meanwhile, efforts should be made to extinguish the fire by means of the appliance at hand

Note- Should kerosene oil or petrol catch fire, water should not be poured on the flame, but sand only should be used.

Where there is a water – supply and connections, the hoses be coupled up and the hydrants opened at once, and with the object of increasing the pressure, service mains to neighboring buildings should be closed as far as possible .

9. All doors and windows not to be used as entrances or exit should, as far as possible, be kept closed to prevent drafts of air from fanning the flames.
10. The commissioner of the Division in consultation with the S.E. should decide for which buildings and to what extent fire extinguishing appliances should be provided.

The Works Department will supply buckets and other appliances as may be necessary to all such buildings in their charge. All renewals and repairs will be attended to and the cost borne by the department occupying the buildings as also the cost, provision and maintenance of chemical extinguishers.

In the case of rented buildings, the cost of the necessary appliances will be met

from the budget of the Department occupying the buildings, and the supply hereof also arranged by that Department. The appliances should be removed when vacating the rented building.

11. In buildings where there are electrical installations there should be one or more main switches easily accessible which should be turned off immediately a fire breaks out. They must also be turned off at night at and at other times when the building is likely to be unoccupied. The Works Departments are responsible for the periodical testing and maintenance of electrical installations and special rules have been issued in that regard.
12. Special rules for application to buildings (such as laboratories) in which inflammable materials are stored or used, are given in the Annexure to appendix 3.11.

ANNEXURE TO APPENDIX 3.11

Special Rules regarding precautions to be taken against fire in Science Laboratory and Storage sheds for inflammable material attached to schools, colleges and hostels.

1. **Precautions against fire.**-(i) No person shall smoke in any laboratory or storage shed for inflammable materials.

(ii) No person shall carry matches, fuses or other appliances for producing ignition or explosion in any laboratory, except with the permission of the Demonstrator-in-charge or the Science Master, in a storage shed for inflammable materials.

(iii) No fire, furnace or other source of heat or light capable of igniting inflammable vapour shall be allowed in any laboratory except with the permission of the Demonstrator-in- Charge or the Science Master or in a storage shed , save in places specially authorized for the purpose.

(iv) An adequate supply of dry sand or earth together with the necessary implements for its convenient application or other efficient means of extinguishing fires , shall always be kept in every laboratory , and in or adjacent to every storage.

2. **Cleanliness of laboratory or storage shed.** - The ground in the interior of a laboratory and the protected area surrounding any storage shed or laboratory, shall be kept clean and free from all inflammable material, waste vegetation and rubbish.

3. **Exclusion of unauthorized persons.** - Precautions shall be taken to prevent unauthorized persons from having access to any storage shed or laboratory. Dangerous chemicals or inflammable liquids and their containers should be carefully guarded.

4. **Children**-No person under the age of 12 years shall be employed in or allowed to enter any premises included under those rules.

Note- Headmaster of high and middle schools may permit pupils below the age of 12 years to work with their classes in school laboratories.

5. **Night working.**- No laboratory shall be used at night unless with the written permission of the principal or headmaster. No night work shall be permitted in a storage shed, between sunset and sunrise, except where approved electric lighting as specified below is exclusively used.

6. (i) **Electric apparatus**-(1) All electric wires installed at less than 5 metres from the ground in any laboratory or situated within 6 metre of any building or receptacles containing dangerous chemicals or inflammable material shall consist of insulated cables enclosed in metallic coverings which shall be gastight, electrically and mechanically continuous throughout, and effectively earthed outside the building.

(2) No electric wire shall pass over any kerosene oil or petrol tank.

(ii). Kerosene oil or petrol shed (a) All electric meters, distribution boards, switches, fuses, plugs and sockets shall be enclosed in iron clad, gastight cases and shall be fixed at least 1.5 metres above the floor level in well-ventilated positions close to the door.

(b) All electric fixed lamps shall be enclosed in a gastight well glass fitting provided with substantial metal protection.

(c) All electric portable hand lamps shall be fitted with substantially protected gas-light globes and supplied through a flexible Cab tyre or other suitable sheathing and properly constructed gas-tight connectors.

(d) No single fixed lamp shall exceed 200 watts and no hand lamp shall exceed 30 watts.

7. No alterations shall be carried out in the storage shed without the previous sanction in writing of the Principal or Headmaster.
8. No receptacles shall be repaired on the premises and no person shall repair or cause to be repaired any receptacle in which, to his knowledge, any dangerous chemical or inflammable liquid is or has been kept until he has taken all reasonable precautions to ensure that the receptacle has been rendered free from dangerous chemicals and any inflammable vapour.
9. **Posting up of rules and conditions** -Copies of the preceding rules shall be exhibited in a conspicuous place in every laboratory and storage shed

Appendix: 3.12

(See Paragraph 3.085)

Report on the Condition of lightening Arresteres attached to Building/Water Towers and other tall Structures

E & M Division

For the year ending 30th june 19

Date of							
Station	Building	Last tesing	Last inspection	Present testing	Last inspection	Résistance	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

No.
Electrical Mechanical Circle

dated

19

Forwarded to the S.E.

the

19

.....

E.E.
.....Division.

APPENDIX – 3.13

(See paragraph 3.039)

Bid Sheet for the Auction of Government Buildings

Particulars of the property to be sold.....

Designation of the Officer holding the auction.....

Certified that the condition of sale specified below were read out to the bidders.....

.....

of

Signature

the auction

Officer holding

Conditions of Sale

1. Every bidder shall be deemed to have accepted these conditions of sale.
2. No person shall be allowed to bid unless he has deposited with the Sub-Divisional Officer/Executive Engineer..... Sub-Division/Division, a sum of Rs..... (in words.....) in cash. The deposits of all except the highest bidder shall, unless the officer holding the auction directs otherwise, for reasons to be recorded in writing, be returned to the depositors immediately the auction is concluded.
3. The Officer holding the auction (1) may fix the amount at which the auction shall start and the minimum amount by which each successive bid will advance and (2) may close the auction at any bid .
4. After the auction is closed, all bidders who have taken part in the auction or such of them, as may be required by the office holding the auction shall sign or make their thumb marks on the memorandum at the foot of the list of bidders hereafter given .
5. The competent authority shall not be bound to accept the highest or any bid and may refuse any bid without assigning any reasons therefor. Any bid accepted by the competent authority shall be binding on the bidder.
6. The bidder whose bid is accepted shall, withindays of the intimation to him of the acceptance of Sub-Divisional Officer/Executive EngineerDivision, deposit a sum which, inclusive of the sum of Rs..... Deposited by him under condition 1, will be equal to the amount of his bid.

7. No auction shall be complete until the competent authority has passed an order accepting the bid and no bidder shall be entitled to possession of the property until a sale deed in respect of the said property has been executed and registered.
8. If this auction is of the materials only of the building and not of the land, the materials must be removed within.....of the date on which the auction purchaser is informed that the sale has been finally confirmed.

Name of Bidder	Amount of Bid
----------------	---------------

We the bidders having made the bids as shown against our names in the above list declare that the conditions of sale were read out to us and agree that each of us bound by his respective bid if it is accepted by the competent authority.

Signature of the Competent authority.

Appendix No. 3.14

(See Paragraph 3.054)

Covering Lst to Acompany Extract from Fee Books to be send monthly to Division Office

S. No.	Name of V.I.P. Guest house, circuit and rest houses inspection bungalows and huts.	Period to Which the extract relates		Amount due	Amount recoverable	** Balance due	*** Reference to credit in the Sub- Divisional account.	Remarks (action taken regarding recovery of balance and non-submission of extract to be stated briefly here
		*From	To					
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
					<p>*Divisional Office should verify with the previous covering list whether the date is correct.</p> <p>** To be noted in the register of recoveries and watched.</p> <p>*** To be filled up in Sub-Divisional Office.</p> <p style="text-align: right;">N..... Dated 19</p> <p>Submitted to the Ex-Engineer .....Division.</p> <p>Certified that there is no item of fees overdue for recovery over six months.</p> <p>Audited on .....19..... Sub-Divisional officer.</p> <p>Auditor Accountant</p>			

Appendix No. 3.15
FINANCIAL POWERS IN RESPECT OF BUILDINGS, HIRE ETC.

S. No.	Particulars	Power of .						Remarks
		E-in-C	C.E.	S.E.	E.E.	S. D. O.	Authority W. D.	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	Mannual Para (8)	(9)
1.	To fix the rents of public buildings occupied by private persons and government officials.	-	-	Full powers	..	..	3. 012 3 . 021	
2.	To fix the rate per sq. m. per annum of ordinary repairs to buildings.	-	-	..	..	-	..	To be fixed by Govt. from time to time. (i) Proposal for sale of buildings, the book value of which exceeds Rs. One lac should be referred to the Government in G. A. D. through W. D.
3.	To sanction the write off and/or dismentalment of a permanent buiding not required by any other dcpartment, and use the material elsewhere or sell them by public auction.	-	Rs. 1,00,000	Rs. 20,000	..	..	3 . 039	(ii) Before sanctioning the dismen-tal ment of Public building the S. E. should consult the head of the dcpa-rtment concerned whether hedesires that the building should be rebuilt
4.	To accept the highest bids receive in auction of (i) materials obtained afier dismentalment of permanent buildings, and (ii) dismentalment of standing building and removal of the dismantled materials, from site.	..	Over Rs. 2,00,000 and up to Rs. 5,00,000	Over Rs. 40,000 and up to Rs. 2,00,000	Up to Rs. 40,000	..	3 . 039 3 (ii)	..
5.	To sanction and enter into lease for hire of a private building or land for office or office-cum-residence, training centre, stores or godowns.	-	Over Rs. 750 and up to Rs. 1000 per mensem.	Over Rs. 500 and up to Rs. 750 per mensem	Up to Rs. 500 per mensem	..	3 . 042	To sanction renting of ordinary office accommodation the powers are as follows— C. E. Full powers S. E. Up to Rs. 1,500 per month E. E. Up to Rs. 500 per month

A. E. Up to Rs. 250 per month

6.	To sanction the estimates of purchase of items of furniture crockery, equipment, and appliances, in existing V. I. P. guest houses, circuit houses, inspection bung- lows and inspection huts.	-	-	Full powers (within the scale sanctioned by the Government)	..	3 . 044	The funds available for special repairs should be kept in view.
					..	3 . 048	
	To fix prices of all articles for V. I. P. guest houses, circuit houses, rest houses, inspection bungalows/huts.	-	..	..	Full powers	3 . 049	..

APPENDIX 3.16
(See paragraph 3.020)
Agreement of Transfer of Public Building to Local Bodies

An agreement made this.....day of 19.....between the Governor of Madhya Pradesh acting through.....(here in after called the Governor which Expression shall, where the context so admits include his successors in office and assigns on the one part and thea local body constituted under the Act, (here in after the called “local-body” which expression shall, where the context so admits include its permitted assigns) of the other part.

Now it is agreed between the parties hereto:-

- (1) That the local body shall maintain the building in proper repair from its own funds,
- (2) That no additions or alteration shall be made to the building without the previous sanction of the “State Government”.
- (3) That when required by the State Government the building shall be vacated by the local body on receipt of three month’s notice,
- (4) That if the building is not found not to have been maintained in reasonable order any repairs required to put it in order may be carried out by the W.D. at the cost of the local body .In case of any dispute the S.E’ .s.,-decision shall be final ,
- (5) That the building shall be liable to be resumed by Government if (a) it is used for other than the specified purpose or purposes for which it is transferred, or (b) on the breach, by the local body of any of the conditions of transfer,
- (6) That should the building be at any time resumed by the State Government, the compensation payable there for shall in no case exceed.—
 - (a) That the amount if any paid to the State Government as consideration for the original transfer less depreciation calculated in accordance with paragraph 3.020 for the period during which the building was in charge of the local body or the present value of the building , which ever is less,
 - (b) That the cost or the present value, whichever is less, of any addition a structures that may have been erected by the local body and which are taken over,

- (7) That should the building be resumed by the State Government , in the consequence of a breach of any of the conditions of the transfer on the part of the local body, the State Government shall have the option of (a) taking over any additional structures erected by the local body, on payment of their cost or present value, whichever is less, or (b) requiring the local body to remove the additional structures and to restore the building to its original condition within a reasonable period to be fixed by the State Government. Should the local body fail to comply with the requisition, the additional structure shall lapse to the State Government.

In witness where of the parties of the here to have signed here in to the date and year respectively mentioned against their signature.

.....
**Signature on behalf of the
Governor of M.P.**

Witnesses:

1.....
2.....

.....
Signature on behalf of Local Body.

[Appendix No. 4.01]

[See Paragraph 4.005) (x)]

Monthly Return of Muster Rolls for more than Rs. 5000 Each

Month **Name of Division**

S. No.	No. Date of issue of muster roll	Name of work for which issued	Period for which issued	Nature of work carried out	Amount of muster roll	Voucher No.	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

Signature of D. A.

Signature of E. E.
Name of Division.

Endt. No.

Date
.....

Copy forwarded to (i) C. T. E. Bhopal.

(ii) S. E. Circle

E. E. Division.

Appendix No. 4.02

(See Paragraph 4.012)

Register of Muster Rolls in Division/.....Sub-Division.

No. of muster roll	Date of issue	To whom issued	Initials of E. E./ S. D.O.	No. and date of the acknowledgement of the S.D.O./S. O.	Voucher No. and date or date of return	Date of reissue if returned unused	E.E./S.D..O's initials	No. and date of acknowledgement of reissue	Voucher No. and date	Sanction of E. E.	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)

Appendix No. 4.03

(See paragraph 4.019)

DIVISIONAL REGISTER OF RECEIPT, ISSUE AND RECORD OF MEASUREMENT BOOKS

..... Sub-Division

Source of receipt	S.No.	Sub-Division or person to whom issued	Date of issue	Acknowledgement, signature or reference to letter	Item number of register maintained by the D.A.	Date of final record	Nature of measurements	Due date of destruction of Measurement Book	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
Instructions for the maintenance of the register are as follows									

Instructions for Maintenance of the Divisional Register of Measurement Books.

- (1) In the case of measurement books which have not been machine numbered the Divisional Officer will assign serial numbers immediately on receipt and these will be entered in column (2).
- (2) Column (3) – Issue from the Divisional Office will be usually be to a particular S.D.O. and that officer will keep the nominal register of issue. There are, however, occasions when books are specially issued to a particular subordinate on survey. In such cases the names of persons to whom the books are issued should be entered. The date of issue in column (4) should always be entered in figures thus (8-8-1983) as also the date in column (7).
- (3) On the closure of any Sub-Division or on any other occasion if partially used books are returned to the Divisional Office, they may, if desired, be recorded finally but should it be reissue these books, the entry of reissue should be made in the register prescribed in paragraph 4.033 of the W.D. Manual and reference to item number in that register noted in column (6) of this register against the original entry of the books.
- (4) The register should be signed by the E.E. on the occasion of each fresh supply of books and by both relived and relieving officers on the occasion of all transfer of the charge of the Division.
- (5) When books are written off, the authority sanctioning their write off should invariably be entered in column (10).
- (6) The head clerk, under the general supervision of the D.A. as head of the office, is responsible for the register of new and completed measurement books and for the custody of all incomplete books that are not in use.
- (7) The D.A. responsible for all books in use that are returned to the Divisional Office until they are handed over by him to the head clerk for record or reissue. The initials of the head clerk should in all such cases be obtained in column (6) of the register referred in paragraph (3).
- (8) No book will be regarded as completed until all measurements entered in it have been crossed off, bills for them have been paid, and the certificate and record order prescribed in paragraph 4.030 and 4.032 have been signed by the D.A. and the E.E. As a rule a book in which a few pages only remains unfilled should not be reissued.

Appendix No. 4.04

(See paragraph 4.019)

SUB-DIVISIONAL REGISTER OF RECEIPT, ISSUE AND RETURN OF MEASUREMENT BOOKS

..... Sub-Division

Date of receipt from Divisional Office	Serial No.	Person to whom issued	Date of issue	Acknowledgemen t	Date of final measurement	Date of return to Divisional Office for reissue	Date of receipt from Divisional Office	Date and number of letter with which returned to Divisional Office	Remark
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

**Instructions for the Maintenance of the Sub-Divisional
Register of Measurement Books.**

- (1) The number and date of the Divisional Office letter with which the Measurement Books are issued will be noted in column (1) and the numbers of all books received should at once be entered in column (2) Column (3), (4) should be posted up as the books are issued to the various subordinates.
- (2) The date of issue in column (4) should always be entered in figure thus (1-4-1983) as also the dates in column (6) to (9).
- (3) The register should be signed by the S.D.O. on the occasion of each fresh supply of books and by both relieved and relieving officers on the occasion of transfers of the charge of the Sub-division.
- (4) When books are written off the authority sanctioning their write-off should invariably be entered in column (10).

Appendix No. 4.05

(See paragraph 4.046 and 4.058)

Register of Bills of Suppliers Paid During 20

..... Division/Sub-

Division

S. No	Name of contractor/supplier or firm	Brief description of supplies	Reference to the No. & date of order to the supplier	Invoice/bill		Sent for verification		Date of return by S. D. O./S.O. to the Dn. Office/Sub-Dn. Office	Paid by cheque/Draft		Dated Initials of the D.A./S.D.O.	Remarks
				No. & Date	Amount	To S.D.D./S.O.	Date		No.	Date		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)

Note – (1) A reference to the register should be made every time a bill is received and the serial number of the register quoted in red ink at the top of the supplier's bill to facilitate tracing it in the Divisional/Sub-Divisional Register when it is received back after verification.

(2) The E.E./S.D.O. should serenity the register at the end of every month and send extract of items remaining unpaid for over six months to the E.E., S.E. and A.G. with reasons.

Appendix No. 4.06

(See paragraph 4.059)

REGISTER OF DUPLICATE KEYS OF CASH CHEST SENT TO TREASURIES FOR SAFE CUSTODY.

S. No.	Name of office to which the keys pertain	Name of treasury to which sent	Number of keys sent	Description of keys with distinguishing marks, if any	Number and Date of memorandum for warding the sealed packet of keys to treasury officer	Number and date of treasury officer's acknowledgment	Number and date of treasury officer's memorandum returning keys for yearly verification	Remarks regarding verification with date and initials of verifying officer.
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

APPENDIX 4.07

(See Paragraph 4.073)

Stores for which Survey Report is to be Prepared on Form 18-A

S.No.	Category		Capacity	Normal Life of equipment		Remarks
				Years	Hours	
(1)	(2)		(3)	(4)	(5)	(6)
1.	Scrapers					
	(A) Motorised Push Loaded Elevating and self loading	(a)	Upto 10 Cum.	8	9,000	
		(b)	Above 10 Cum.	10	10,000	
	(B) Towed		--	12	15,000	
2.	Dumpers :					
	(A) Bottom Dumpers	(a)	Upto 20 T	8	10,000	
		(b)	20 T to 50 T	10	16,000	
		(c)	Above 50 T	12	20,000	
	(B) Rear Dumpers	(a)	Up to 15 T	8	10,000	
		(b)	15 T to 35 T	10	12,000	
		(c)	35 T to 50 T	12	15,000	
		(d)	Above 50 T	15	20,000	
	(C) Highway Dumpers		--	8	10,000	

3.	Excavators :			
	(A) Shovels & Draglines	(a) up to 1.5 Cum	10	12,000
		(b) 1.5 to 3.0 Cum (Diesel)	12	15,000
		(c) Above 3.0 Cum (Diesel)	15	25,000
	(B) Dredger in Fresh Water	(a) Hull	25	...
		(b) Machine	10	...
	(C) Barges	(a) Hull	16	...
		(b) Machine	10	...
	(D) Tugs	(a) Hull	16	...
		(b) Machine	10	...
4.	Cranes :			
	(A) Mobile Pneumatic	(a) 4 to 6 T	10	12,000
	Wheeled	(b) 8 T to 12 T		
		(a) 15 T to 25 T	10	15,000
		(b) Above 25 T		
	(B) Grawler Mounted	(a) up to 3 T	10	12,000
		(b) 4 T to 10 T		
		(c) Above 10 T	12	15,000
	(C) Tower Cranes	...	20	30,000
	(D) Truck Mounted	...	10	16,000

5.	(A) Tractors	(a)	up to 100 HP	8	9,000
		(b)	100 To 300 HP	10	12,000
		(c)	Above 300 HP	12	15,000
	(B) Wheeled Tractors	(a)	up to 75 HP	8	10,000
		(b)	Above 75 HP	10	15,000
	<hr/>				
6.	(A) Compressor, Diesel, Portable	(a)	up to 300 CFM	8	10,000
		(b)	Above 300 CFF	10	12,000
	(B) Electric Compressor Portables/Stationary	(a)	up to 300 CFM	10	16,000
		(b)	above 300 CFM	12	20,000
		...		20	30,000
7.	Drills :				
	(A) Blast hole drills	...		10	10,000
	(B) Core drills	...		8	8,000
	(C) Wagon drills	...		8	8,000
	(D) Tri-cone rotary drills	...		10	10,000
8.	Batching & Mixing Plant :				
	(A) Cement handling batching & mixing plant	...		18	30,000
	(B) Transit Mixing	...		10	10,000
	(C) Agitating Cars	..			

	(D) Portable concrete Mixer's	...	5	6,000
9.	Diesel Generating sets :-			
	(a)	up to 50 KVA	10	20,000
	(b)	above 50 KVA	15	30,000
10.	Portable Pumps :			
	(A) Diesel Engine Driven.	Above 10 HP	8	10,000
	(B) Electrical	..	12	20,000
11.	Graders :	..	10	12,000
12.	Compactors :			
	(A) Self propelled sheep foot rollers	..	10	12,000
	(B) Drawn sheep foot rollers	..	8	10,000
	(C) Vibratory rollers	..	8	8,000
	(D) Smooth drum rollers	..	8	10,000
	(E) Smooth drum vibrator	..	8	8,000
	(F) Pneumatic rollers	..	8	10,000
	(G) High speed compactors	..	10	16,000
13	Road Rollers :			
	(a)	D.R.R.		
	(b)	S.R.R.		
14.	Pavers :			
15.	Hot Mix Plant			

Appendix 4.08

SURVEY REPORT OF STORES (Form – 18)

(Referred to in Paragraph 4.073)

Report of the Survey of Stores which have become unserviceable.

Division

Number/ 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	Remark or orders of the Divisional Officer	Orders of the Superintending Engineer
		Rate	Amount				
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		Rs. P.	Rs. P.				
							..... In charge

No.....Dated the20..... .Submitted to the Superintending Engineer.....

Circle for orders.

.....

Divisional Officer

No.....Dated the 20..... . Returned to the Divisional Officer for necessary action as per orders noted above.

.....

Engineer

Superintending

Appendix 4.08 (Contd.)

1. (i) Type of Machine, (ii) Project identification number, (iii) Engine No. (iv) Chasis No.
2. (i) Capacity (H.P.), (ii) Make, (iii) Model, (iv) Present Agent in India.
3. (i) Year of Purchase, (ii) Source of purchase, (iii) Present owner, (iv) Head of account to which original cost is debited.
4. (i) Purchase price, (ii) Cost of additions/alterations, if any, (iii) Original book value (iv) Present replacement cost of similar machine.
- 5 Brief History.
- 6 Location of the equipment.
- 7 (i) Prescribed standard life, (ii) Total No. of hours worked to date, (iii) Depreciated value, (iv) Actual present value on books, (v) Minimum scrap value (10% of original book value)
- 8 Head of account to which write-off is chargeable.
- 9 Present condition.-
 - (a) Condition of the equipment as a whole.
 - (b) Condition of various component of the equipment.

Make Model Present defects Cost of restoration/reconditioning-

- (i) Engine.
- (ii) Transmission system
- (iii) Fuel system.
- (iv) Under carriage.
- (v) Tyres, Tubes or Tracks.
- (vi) Electrical system.
- (vii) Operative structure.
- (viii) Brief particulars of missing parts.
- (ix) Reasons for condemnation with brief notes-
 - (i) Obsolescence.
 - (ii) Not required for use.
 - (iii) Beyond economical repairs.
 - (iv) Outlived its life.
 - (v) Heavily Consumed.
 - (vi) Not possible to dispose off by transfer as surplus.
 - (vii) Accidented and scrap.

10 Whether any part or sub-assemblies can be used on any other machine manufacturing operations. If so the approximate credits.

(i)

(ii)

(iii)

Total

11 Value for purpose of condemnation as per 4(i) (book value)

Rs.....

12 Other remarks, if any,

(i) I certify that I have personally inspected the equipment proposed for condemnation onand the information furnished above is correct as per my official records.

(ii) I recommend that the equipment as per details given above is considered for condemnation and disposal.

SEAL.

Division

Sub-Division

Place

Date

Officer

proposing condemnation

and

disposal.

.....A.E.(S.D.O.)

Endt. No.....Forwarded to E.E.

For use in Divisional Office.

Receipt No. Checked from technical records by Draughtsman and corrected where necessary.

Inventory keeper.

(Signature).

Checked from Accounts record byand corrected where necessary.

1. Certified that I have got the proposal checked as per technical and account record and have got the necessary correction made and I agree with the particulars and proposals as set out.

2. Certified that I have personally inspected the equipment referred to above on.....and satisfied myself that the information given in the Survey Report is correct as per the official records.

3. I accordingly recommend condemnation and disposal of the equipment.

Division. Place. Date. Executive

Engineer,

Endt .No.

Forwarded to-

.....Secretary,

Condemnation Board.

.....Zone/Basin/Project

For use by Condemnation Board (members to be nominated by Government)

1. Date of inspection.

2. Names of members of condemnation Board attending the meeting.

Shri.....

3. Observations and recommendations of the Condemnation Board-

(a) Inspected on

(b) We agree/ do not agree with the proposals for reason given below—

(i)

(ii)

(iii)

(c) The scrap value shall be Rs.....

(d) The machine may be disposed off by calling tenders/by transfer etc.

(e) We have following additional remarks and suggestions to offer:--

Signature.

Member-1

Member-2.

Member-3

Member-4

Chairman.

For use in the office of sanctioning authority (Sanctioning write-off/disposal).

Checked in office.

Condemnation sanction No. Date.

Signature of checking Officer.

Instruction for disposal.....

Chief Engineer/ S.E.

Copies of write-off sanction are forwarded to---

1. A.E. concerned.
2. E.E. concerned
3. S.E. concerned
4. Central Mechanical Unit.
5.
6.

APPENDIX - 4.09
(See paragraph 4.078)

GOVERNMENT OF MADHYA PRADESH

Commerce and Industry Department

Extracts from

**Rules for the supply of articles for the Public Service (store Rules) and
Instructions for the guidance of officers who are required to make purchases of
stores under the provision thereof.**

Preamble of the Rules

The policy of State Government is to make their purchases of stores for the public service in such a way as to encourage the development of the industries of this State in particular and the country in general to the utmost possible extent consistent with economy and efficiency, and the following rules, which are applicable for the purchase of stores (other than printing and Stationary Stores) are prescribed for Madhya Pradesh by the State Government in accordance with the policy. These Rules supersede all previous orders on the subject.

In order to give effect to the above policy, preference in making purchases will be given in the following order:--

First:-- to articles which are produced by small Scale Industries of Madhya Pradesh and registered as such with the Director of Industries provided the quality is sufficiently good.

Second:-- to articles which are produced by Medium and Large Industries of Madhya Pradesh provided the price and quality is comparable with the article produced outside the state.

Third:-- to articles which are produced in India in the form of raw materials or are manufactured in India from raw materials produced in India provided that the quality is sufficiently good for the purpose.

Fourthly:-- to articles wholly or partially manufactured in India from imported materials provided that the quality is sufficiently good for the purpose.

Fifthly:-- to articles of foreign manufacture held in stock in India provided that they are of suitable type and requisite quality and,

Sixthly:-- to articles manufactured abroad which need to be specially imported.

“Competent authority shall give preference to articles manufactured by the Small Scale Industries of Madhya Pradesh registered as such for the concerned articles with the Director of Industries”.

1. The rules express a definite preference for articles which are produced by small scale industries of Madhya Pradesh.
2. The difference in the character of the preferences which may be given should be carefully noted. In the case of first four categories mentioned in the preamble the condition is that the quantity is sufficiently good for the purpose, and for the fifth category that the articles are of suitable type and requisite quality. This means that the articles coming under first four categories should be accepted in that order unless it is considered that the quality is definitely not up to the standard required even though articles manufactured elsewhere and imported articles may be considered to be of better quality.
3. The other kind of preference referred in the rule is the reservation for of certain articles produced or manufactured by the Small Scale Industries, to be purchased only through the M.P. Laghu Udyog Nigam Ltd.
4.
5. Every proposal for the grant of price preference, (other than in accordance with these rule), should be referred by purchase officers concerned through proper channel to State Government in Commerce and Industry Department.

Rule—1. SAVE AS PROVIDED IN RULE-9 AND 10 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.

6. It should be carefully noted by all purchasing officers that under revised rules the purchase in India of all articles (with the exception of the clauses of stores specified in rule-9) required for the Public Service is obligatory.
7. ...
8. It should be clearly stated in all invitations to tender, issued by purchasing officers in India, that tenders must provide in their tenders for delivery in India and that payment for the articles will be made in rupees in India.
9. With reference to the principles of preference and reservation mentioned in the preamble, tenderers should be requested to furnish information in regard to the country of manufacture and/or origin of the material used in the manufacture of the articles.
10. Purchasing Officers may exercise full discretion regarding the point or place of delivery to be specified in their invitations to tender. They may specify C.I.F. or F.O.R. Indian port, F.O.R. place of dispatch, in India or Free Delivery receiving station in India. Where tenders are invited for plant and equipment in which the erection of the plant at site is to be undertaken by the successful tenderer, appropriate terms in regard to delivery at site should be included in the invitation to tender or in the general specifications.

11. When specifying the point or place or delivery purchasing officers should endeavor to lay down terms which will give all tenderers equal opportunities to put forward their lowest prices.
12. Except in special cases full payment for the stores should not be made against shipping documents but only after delivery of stores has been taken by the receiving officers and they are found to be satisfactory in every respect.

RULE-2. TENDERS SHALL BE INVITED IN INDIA AND ABROAD ALSO WHEN CONSIDERED DESIRABLE FOR THE SUPPLY OF ALL ARTICLES WHICH ARE PURCHASED UNDER RULE-1 TO 5 UNLESS THE VALUE OF THE ORDER TO BE PLACED IS SMALL OR SUFFICIENT REASONS TO BE RECORDED EXIST WHICH INDICATE THAT IT IS NOT IN THE PUBLIC INTEREST TO CALL FOR TENDER. NO TENDER WHICH FAILS TO COMPLY WITH CONDITION AS TO DELIVERY AND PAYMENT PRESCRIBED IN RULE-1 SHALL BE ACCEPTED.

PROVIDED THAT SUBJECT TO RULE-14.

“WHERE PURCHASE OF ITEMS RESERVED IN ANNEXURE- FOR THE REGISTERED SMALL SCALE INDUSTRIES OF MADHYA PRADESH IS TO BE MADE, NO TENDER SHALL BE INVITED AND THE RATES QUOTED BY THE M.P. LAGHU UDYOG NIGAM LIMITED SHALL BE BINDING ON THE COMPETENT AUTHORITY”.

Note.—For the purchase of articles or group of articles costing up to Rs.250 (Rs. Two Hundred And Fifty Only) on each occasion tenders may not be invited, if in the opinion of competent authority which should be recorded in writing, it is not possible to follow the usual procedure.

- 13 . In selecting the tender to be accepted the financial status of the individual and firms tendering must be taken in to consideration in addition to all other relevant factors. In cases where the lowest tender is not accepted, reasons therefore should be placed on record.
14.
15.
16. If the response to any invitation to tender indicates that, owing to inadequate publicity or some other reasons, favourable tenders have not been received then fresh tenders should be invited and measures taken to bring the invitation to, tender to the notice of all possible tenders.
17.
18.
19.
20.
21.

22.

23. Rule-2 does not preclude the use of limited on single tenders, nor does it require that tenders should be called for where it is clearly not in the public interest do so.

The following procedures for obtaining tenders should be followed as far as practicable:-

Tenders should be obtained—

1. By advertisement (Open tender)-
 2. By Direct invitation to limited number of firms(Limited tender)
 3. By invitation to one firm only(single tender, or private purchased)
24. The “Open Tender” system i.e. invitation to tender by Public advertisement should be used as a general rule and must be adopted subject to the exception noted below in all cases in which the estimated value of the tenders to be received is Rs.15,000 or over.
25. The Indian Trade Journal Published by the Director General of Commercial intelligence and statistics, Kolkata, which is a Government Publication, should be regarded as the standard medium for public advertisement in India. Advertisement may, however, at the discreet on of the purchasing officer be inserted in one or more of the principal newspaper in India.
26.
27. The “Limited Tender” system should ordinarily be adapted in the case of all orders the estimated value of which is less than Rs.15,000.
28. For the purposes of the limited tender and single tender procedure, the purchasing officers will maintain a list of firms, both Indian and foreign, of known reliability who have been able to satisfy them that they possess the necessary equipment and facilities for the supply of stores which they offer. The list should be subjected periodically to examination and revision, and any application from firm for inclusion in the list should be considered on its receipt. Before the name of a firm is added to the list such enquiries may be considered necessary should be made by the purchasing officer to ascertain the ability of the firm to execute contracts satisfactorily. From this list the names of firms to be invited to tender should be elected.
29. Such a list is already maintained by the Indian Store Department and the Director General of Supplies and Disposals will, on receipt of a request, furnish purchasing officers with such information as he may possess regarding the capability and standing of any firm approved by him.
30. The “Single Tender” system may be adopted in the case of small orders or when the articles required are of a proprietary character and competition is not

considered necessary. A "Small order" shall be interpreted to mean for this purpose, an order the total value of which does not exceed RS. 500. In all such cases however, the purchasing officer should consider whether it is not feasible to enter in to a rate or running contract for the articles in question or to utilize the rate or running contracts entered into by the director General of Supplies and Disposals.

31.

32. When tenders are invited by public advertisement the issue of the tender forms need not be restricted to firms whose names are on the list of approved contractors. Firms not on the list should on enquiry, be informed that they are at liberty on payment of the prescribed fee tender for advertised requirements when a tender which appears to be satisfactory has been received from an unknown firm steps should be taken before any order is placed to ascertain whether the firm is capable of executing the work in a proper manner. If the enquiries prove satisfactory, the order or a portion of it, may be placed with the firm . If the order for the portion there of is satisfactorily executed the name of the firm should be added to the list of approved contractors.

33. Madhya Pradesh Laghu Udyog Nigam Limited, M.P. State Agro Industries Development Corporation limited and the small Scale Industries registered with the Directorate of Industries are exempted from payment of an earnest money, Security deposit for the purpose of participating in Government purchase programme. Tenders from such industries whose competency is certified by the Director of Industries should therefore be accepted without security deposits. A competency certificate issued by the Director shall be in force for a period of two years unless it is withdrawn.

Whenever in such cases supplier fails to deliver the stores the Director of Industries should be immediately apprised of it. He may take appropriate action having regard to merits of each case and remove the name of the firm from the list of industrial units qualified for the above concession for a period not exceeding two years.

33. (A)

Rule-3. SUBJECT TO RULE—14, ARTICLES WHICH ARE PRODUCED OR MANUFACTURED IN MADHYA PRADESH SHOULD BE PURCHASED IN PREFERENCE TO ARTICLES PRODUCED OR MANUFACTURED IN OTHER PARTS OF INDIA PROVIDED THAT THE QUALITY IS SUFFICIENTLY GOOD AND THE PRICE REASONABLE.

Rule—4. 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 THE GOVERNMENT OF INDIA OR THE STATE 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 SUPPLIER'S PREMISES.

Rule—5— SUBJECT TO RULE—14, IMPORTANT PLANT MACHINERY AND IRON AND STEEL WORK SHALL BE OBTAINED ONLY FROM FIRMS APPROVED BY THE DIRECTOR GENERAL OF SUPPLIES AND DISPOSALS, INDIA STORE DEPARTMENT AND SPECIFIED IN THE LIST ISSUED BY HIM FROM THE TIME TO TIME.

34 The intention of rule—5 is to ensure that plant, machinery and other Engineering equipments, e.g., bridge girders, roof trusses which form important components of a project shall be obtained only from firms which possess workshops and appliances capable of turning out work of the desired standard.

35. The lists referred to in this rule will be maintained and issued from time to time to all purchasing departments by the Director General of Supplies and Disposals, India Store Department. They will include the names of firms in India and abroad which have been approved for the supply of important plant, machinery and iron and steel work.

36

37. Cases may arise in which tenders may be received from whose names do not appear in the lists of approved firms. If the tenders are prime facie satisfactory, they should be summarily rejected but a reference should be made to the Director General of Supplies and Disposal, India Store/ Department, who will if he considers it necessary, make enquiries in regard to the capabilities and standing of the tendering firms and will intimate the result of the enquiries to the purchasing officer concerned.

Rule---6. IN THE CASE OF IMPORTANT CONSTRUCTION WORKS LET OUT ON CONTRACT, ARTICLES REQUIRED FOR THE CONSTRUCTION OF SUCH WORKS MAY BE SUPPLIED BY THE CONTRACTING FIRM PROVIDED THAT WHEN SPECIFICATIONS AND/OR TESTS HAVE BEEN PRESCRIBED SUCH ARTICLES FOR THEY SHALL CONFORM TO SUCH SPECIFICATIONS AND/OR SHALL SATISFY SUCH TESTS.

38. The object of rules 4 and 6 in to emphasize the important of ensuring that articles purchased for the public service conform to the specification which

may be prescribed by competent authority, and the necessity, for careful inspection of all stores before acceptance the appropriate specification should be annexed to or quoted in the invitations to tender and it should be stipulated in the condition of contract that the articles supplied will be subject to inspection and/or tests prescribed in the specifications before acceptance.

39. When tenders for important construction works are invited the officer concerned also stipulate in the invitations to tender that the articles required for the construction of such works must comply with the specifications prescribed for such articles. The articles should be inspected and/or tested in accordance with the provisions of the specifications before acceptance.

40. All purchasing officers should pay special attention to these points, and should take steps to ensure that adequate inspection arrangements are made in each case.

41.

42.

43. With regards to the inspection of articles obtained or manufactured in India, all purchasing officers can if they so desire utilize the service of the India Store Department for the inspection and/or test during manufacture and before dispatch .

44. In the case of orders for plant and machinery, whether purchased in India or obtained from abroad, which include erection and test at site of work arrangements for inspection and test after erection at site can also be made through the India Store Department.

Rule 7. INDENTING OFFICERS IN THE CASE OF PURCHASE IN INDIA ABOVE Rs.50,000 EACH IN VALUE MUST USE THE AGENCY OF THE DIRECTOR GENERAL OF SUPPLIES AND DISPOSALS, UNLESS THEY CAN SHOW THAT THEY CAN THEMSELVES PURCHASE THE MATERIALS MORE CHEAPLY OR IN A CASE OF URGENCY MORE EXPEDITIOUSLY.

“ PROVIDED THAT WHERE PURCHASES ARE MADE THROUGH THE M.P. LAGHU UDYOG NIGAM LIMITED. THE ABOVE RESTRICTION SHALL NOT APPLY.

45. The intention of Rule-7 is that the agency of the Director General of Supplies and Disposal should be utilized when the value of a purchase made at one time exceeds Rs. 50,000 irrespective of whether such a purchase is of a single article or of a number of articles of the same kind. When a number of diverse articles are included in the indent, the limit of Rs.50,000 shall

apply to each such article or group of articles of one kind included in the demand.

Rule 8. NOTHING IN THESE RULES SHALL BE DEEMED TO PROHIBIT THE PURCHASE OF ARTICLES BY ONE DEPARTMENT FROM ANOTHER.

Rule 9. THE ARTICLES ENUMERATED IN ANNEXURE "A" OR ANY OTHER ARTICLES OF A SPECIAL OR UNUSUAL CHARACTER MAY WHEN SUITABLE AND ECONOMICAL PURCHASE CAN NOT BE MADE IN ACCORDANCE WITH THE PRECEEDING RULES BE OBTAINED WITHOUT REFERENCE TO THOSE RULES SUBJECT TO FOLLOWING CONDITIONS--

(a) Where the value of the purchase exceeds Rs.50,000 the purchasing officer shall place on record his reasons for not affecting the purchase in accordance with the preceding rules.

46.
 47.
 48.

49. It should be noted that the inclusion of "Scientific Instruments: in item (viii) of annexure "A" under this rule is not intended to permit the purchase of drawing, surveying and other mathematical instruments, either from manufactures dealers direct or through the Director General, India Store Department, London. Indents for such instruments should be placed with the mathematical Instruments Officer of the Survey of India Department.

Rule 10.

Rule 11.

Rule 12.

Rule 13. FINANCIAL LIMITS ON POWERS OF OFFICERS TO MAKE PURCHASE IN INDIA AND ABROAD A DEPARTMENT OR OFFICER'S FINANCIAL POWERS IN THE MATTER OF THE PURCHASE OF STORES ORDINARILY EXTENDED TO THE LIMITS TO WHICH IT OR THEY ARE EMPOWERED TO ENTER INTO CONTRACT BUT IN THE CASE OF PURCHASE MADE IN INDIA UNDER CLAUSE "FIFTHLY"AND "SIXTHLY" OF PARAGRAPH-2 OF THE PREAMBLE THE LIMITS UPTO WHICH POWER TO PURCHASE ANY ONE ARTICLE OR ANY NUMBER OF SIMILAR ARTICLES PURCHASED AT ONE TIME EXTEND ARE AS FOLLOWS:

(a)

(B) Public Works Department

- (i) EXECUTIVE OR ASSISTANT ENGINEER HOLDING CHARGE OF DIVISION. 1,000
- (ii) SUPERINTENDING ENGINEER 5,000
- (iii) STATE GOVERNMENT Full Powers.

Note-1. The money limits are inclusive of all incidental charges involved in effecting a purchase and these powers are subject to the rules of the budget system. No sanction will be given which will involve expenditure from the budget grant of any future year.

Note-2. The rule does not over ride the provisions of Financial Rule 100 in respect of contingent expenditure nor does it confer upon the officer concerned power to incur such expenditure to the extent detailed therein without the sanction of the competent authority.

Rule-14. ARTICLES INCLUDED IN ANNEXURE-B WHICH IS SUBJECT TO REVISION FROM TIME TO TIME PRODUCED OR MANUFACTURED BY SMALL SCALE INDUSTRIES OF MADHYA PRADESH REGISTERED AS SUCH WITH DIRECTOR OF INDUSTRIES FOR CONCERNED ARTICLES SHALL BE PURCHASED THROUGH THE M.P. LAGHU UDYOG NIGAM LIMITED ONLY AT THE RATES FIXED BY THEM . NO TENDERS FOR PURCHASE OF SUCH ARTICLES SHALL BE CALLED BY THE COMPETENT AUTHORITY SEPARATELY.

Note-1. The M.P. Laghu Udyog Nigam Limited, shall circulate lists of Small Scale Industries products intended to be marketed through the Nigam to the Heads of Departments and the Industries Organisations from time to time.

Note-2 The M.P. Laghu Udyog Nigam Limited, shall float tenders keeping in view the demands of various departments, for items of standard specifications only. However, in case any department, requires an item of particular specifications suiting to their requirements, the M.P. Laghu Udyog Nigam shall invite tenders accordingly.

Note-3. The respective purchasing departments shall nominate their representatives in the Laghu Udyog Nigam Marketing Committee for opening tenders and finalization of rates.

Note-4. The rates decided by the Marketing Committee of Laghu Udyog Nigam shall be binding on the purchasing departments.

In case the purchasing authority is not satisfied about the quality of items or competence of manufacturer the matter shall be decided by a Joint Committee consisting of the Nominees of the purchasing officer, the Director of Industries and the Laghu Udyog Nigam.

Note-5. The aforesaid Marketing Committee may enter into negotiations with the tenderers, if necessary.

Note-6. The rates thus arrived at by the Marketing Committee of the Laghu Udyog Nigam shall be binding on the purchasing departments and all other departments requiring such items of the same specifications. No tenders shall be separately floated by the individual department for the same items.

In case of any dispute in regard to the rate with the purchasing department, the matter shall be referred to the Government (Commerce and Industry Department in consultation with Finance Department) for decision.

Note-7. While distributing the orders amongst the tendering units, the capacity, location and past performance of the unit along with the destination of the supplies shall be considered.

Note-8. Normally, the inspection of goods shall be made at the indenting stores, however, where necessary, inspection may be arranged at the manufacturing works.

Note-9. In case of disputes between the manufacturing unit and the purchasing departments, where supplies have been inspected at works, the matter shall be referred to the Marketing Committee of Laghu Udyog Nigam for arbitration whose decision shall be final and binding on both the parties. In all other cases the decision of the purchasing department shall be final and binding.

Note-10. "All payment shall be routed through the M.P. Laghu Udyog Nigam. The Departments should remit payment of Laghu Udyog Nigam within 21 days of the receipt of material. In case of delay, the Laghu Udyog Nigam shall charge 1 ½ % p.m. Interest on payment, due from the date of receipt of materials.

OR

The M.P. Laghu Udyog Nigam Limited, may authorize such of the SSI units who may desire to raise direct bills on the indenting Department/Departments and receive payments directly, and may do so after executing necessary agreement with the Nigam.

Note:-- Order will however continue to be received directly by the Madhya Pradesh Laghu Udyog Nigam from indenting Officer/Purchasing Officers as provided in Rule 14. Similarly the procedure for placement of orders with the SSI units will also be continued as per existing practice under rules.

Note-11. The Laghu Udyog Nigam shall release payment to the supplying Small Scale Industries within 10 days of the receipt of the payment from the purchasing department.

50. The intention of Rule 14 is that items, reserved for purchase, from the Small Scale Industries shall be purchased from these industries only. Whenever such items are required to be purchased indent should be placed with the Laghu Udyog Nigam without inviting tenders and reasonable time should be given to them for making the supply. Only if the Madhya Pradesh Laghu Udyog Nigam certify their inability to make the supply the purchase should be made from other sources in accordance with these rules.
51. The purchasing authority while sending the bills to Treasury shall record a certificate on it to the effect that provisions of Rule 14 have fully complied with.

Rule— 15: Power to Sanction departures from the rules : The State Government have power to sanction departures from the rule in cases in which departure is in the public interest. Application for sanction in such cases should be made to the State Government in the Commerce and Industry Department.

ANNEXURE “A”

- (i) Seeds.
- (ii) Cinchona bark.
- (iii) Articles for experimental or research 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.
- (vii) Such articles as the Superintendents of Vaccine Depots may require for the preparation of vaccine lymph.
- (viii) Chemical and scientific instruments.
- (ix) Preserved and tinned foodstuffs.
- (x) Articles required for Governor’s residence.

ANNEXURE “B”

(See Rule 14)

LIST OF ARTICLES

1. Paints, Varnishes and Distempers.
2. Hides, raw and tanned.
3. Leather and leather goods of all kinds excluding industrial items.
4. Timber :-
 - (a) Timber sawn and scantlings.
 - (b) Wooden furniture of all kinds.
 - (c) Doors, windows and other building fixtures.
 - (d) Other wooden articles including tentage requirements.
5. Non-ferrous utensils, Kettles hot-water boilers, fitting and other utility articles.
6. Agricultural implements:-
 - (a) Bullock driven ploughs of all types.
 - (b) Rehats (Persian wheels).
 - (C) Winnowers.
 - (d) Ridgers.
 - (e) Threshers.
 - (f) Chaff-cutters.
 - (g) Seed drill and seed graders.
 - (h) Hoes (Akoloas).
 - (i) Spades.
 - (j) Pickaxes.
 - (k) Phawaras.
7. General Engineering :-
 - (a) Hardware articles like wire nailes, panel, pins, revets washers, nuts and bolts, doors and window fittings.
 - (b) Iron castings like C.I. Pipes and specials, sewage fittings and other drainage items, surface boxes, manhole covers, ventshafts, distance markers.
 - (c) Building, materials like steel structures, trusses, steel doors, window, grills, storage tanks, rolling shutters, centering plates, C.I. sluice gates.
 - (d) Barbed wire, M.S. Wire, wire netting, link chains.
 - (e) Sheet metal goods like steel trunks and boxes, drums, containers, buckets, office stationery articles, trays, waste paper baskets, confidential boxes, racks etc.
 - (f) Steel furniture of all kinds including office, hospital and other requirements.
 - (g) Conduit pipes.
8. Electric cables and wires.
9. Electric heaters, room coolers.

10. Automobile :--
 - (a) Spring leaves.
 - (b) Hub Drums.
 - (c) Bushes.
11. Weights and measures $\frac{1}{2}$ commercial.
12. Animal/hand driven trolleys and carts.
13. Brushes.
14. Umbrellas.
15. Gymnastic items.
16. Stationary articles like pins, tags, gem clips, wooden rules, paper weights, pincushions, slate, pen stand, blotters, envelopes, gum bottles, writing ink.
17. Chemical products :--
 - a. Acids- Sulphuric, nitric, hydrochloric.
 - b. Soap, soap powder, toilet and laundry.
 - c. Phenyl.
 - d. Lime.
 - e. Distilled water.
 - f. Shellac.
18. Bakelite moulded switches, plugs, bulbs, holders, ceiling roses.
19. Plastic goods, furniture, cane, polythene bags, lay flat tubing, buckets, tumblers, jars, etc.
20. Cement castings, pipes, fittings and tiles.
21. Asbestos cement pipes and fittings.
22. Vulcanised Rubber goods.
23. Bicycles and cycle parts.
24. Hosiery Goods.
25. Beam scales.
26. Enamel and pigments.
27. Spirits, Alcohol and Alcoholic product.
28. Rubber tyres and tubes.
29. Drawing and craft paper.
30. Glass-ware.
31. Medical stores:--
 - a. Drugs.
 - b. Surgical instruments.
 - c. Dressings including absorbent cotton
32. Hand tools.
33. (i) Electrical.
 - (a) Ceiling, table and cabin fans.
 - (b) Motors.
 - (c) Transformers.
 - (d) Electric batteries and cells (other than dry cells).
 - (e) Electric instrument and meters.
 (ii) Other Electrical fittings and accessories.
34. Mechanical Engineering :--
 - (a) Internal combustion engines

- (b) Other industrial engine.
 - (c) Pumping sets, motors driven.
 - (d) Deep-well turbine pumping sets.
 - (e) Pumping sets, engine driven.
 - (f) Earth moving machinery and spares.
 - (g) Steel casting.
 - (h) Centrifugal pumps.
35. Pipe fittings, G.I. Bends, tees, sockets, cocks sluice and valves.
 36. Water meters.
 37. Tractor accessories and implements
 38. Expanded metal.
 39. Coils and collars and poles.
 40. Casting, housing and slotted pipes for tube wells.
 41. Pins, split, taper cotter etc.
 42. Steel pipes and fittings.
 43. (i) Workshop machinery (other than machine tools)
(ii) Machine tools.
 44. Radio equipment.
 45. Well boring plant.
 46. Enamelled iron goods.
 47. Electrical :--
Electric screens, iron clad switches, copper tapes, Air conditioning plant, Whetstones bridges, Earth Meggar, Series resistance box, steel poles, incubators, autoclaves electrical carpet cleaners, carbon rheostat meggar, insulation tests chick tester, ammeters, electrical accessories such as button holders, tumbler switches, key holders, lamp locks for brackets holders, cut-outs, fluorescent tubes.
 48. Amplifiers (sound equipment).
 49. Insecticides, pesticides and fungicides formulations.
 50. Mathematical and survey equipment
 51. Laboratory equipment ,cotton waste, munjbam.
 52. Crockery, cutlery and enamel ware.
 53. Fire fighting equipment, Hoses, pumps, fire extinguishers, refills etc.
 54. Clocks and watches.
 55. Tinned and canned foods stuffs.
 56. Animal feeds
 57. Door mats.
 58. Head pan, Wash up sinks, slab urinals.
 59. ACSR and ASC conductors.
 60. Asbestos pressure pipes.
 61. Automobile axles.
 62. Wipers and Horns.
 63. Speed meter cables.
 64. Brake lining.
 65. Pressure guage.
 66. Commutator.
 67. Bus body building, bus kits, bus windows, trucks bodies and coach bodies.

68. C.I. surface plates.
69. Road roller rims.
70. Spun pipes.
71. Electrical meters.
72. Fluorescent lighting fixtures.
73. Gears.
74. C.I. wires.
75. Toughened.
76. Glues.
77. Ice machinery and refrigerating equipment.
78. Drilling machines.
79. Metallic flexible tubes.
80. Oscilloscope.
81. Pharmaceuticals.
82. Straw boards.
83. Stay wire.
84. Signaling wire and ground wire.
85. Traffic signaling equipment.
86. Sewing machines.
87. Safety matches
88. Tubular structures, poles .
89. Wire ropes.
90. Waxes and water proof papers.
91. Webbing products.
92. Optical lenses.
93. Optical instruments.
94. Welding transformers generators.
95. Anneled wires.
96. Automobile armature coil and dynamos.
97. Sawing blades.
98. Fire bricks and fefractories.
99. Fire clay.
100. Machine screw and wood screw.
101. Metal labels and badges.
102. Tarpaulins
103. Room Coolers.
104. Handsaw blades.
105. Pressure Gauge.
106. Gelatine.
107. Polished Stone.
108. Metal Rods of wire, Non ferrous metals in extended shapes and brass rods.
109. Rolled steel sections and rod angles.
110. Tubular nuts.
111. Pistons.
112. Battery charges and Eliminators.
113. Voltage booster, Transformer, Automatic Voltage Stabilizers, Low Voltage Transformer, Motor starting auto transformer, high voltage insulation testing transformer, phase shifting and phase conversion transformers.
114. Small ovens and furnaces, electrically operated water distilling plants.
115. M.S. Pipes/Flat.

116. Round Bars, angles, channels flats, Tees, pipe joints etc. Products of a steel rerolling mills and foundries.
117. Spring Pins.
118. Kingpin bushes
119. Silencers.
120. Crank shafts connecting rods.
121. Handloom articles such as guage, bandage cloth, sarries, chaddar, bed spreads, curtain and upholstery materials, tussar fabrics.
122. Laboratory fine chemicals and analytical reagents.
123. Ayurvedic medicines.
124. Ready made garments.
125. Alum.
126. Plough corn shellers seed drills Spare C.I. and M.S. spares.
127. Square bars.
128. Castings like manhole covers, gates etc. All types of ferrous, and Non ferrous casting. All kinds of steel castings.
129. Buttons (Plastic).
130. Woolen blankets.
131. File pads.
132. Register ruled 1.Qr.
133. Register ruled 2 Qr.
134. Shorthand Note Books.
135. Typing Paper 20.5x331 .4/1, 5/16 Kg. (31bs8"x 13").
136. Bells, Call Nickel, Plated.
137. Blotters, nickel plated.
138. Desk Knives.
139. Erasers, Ink and pencil combine.
140. Carbon paper.
141. Gem paper-clips.
142. Office paste battles, Rubber tipped.
143. Paper clips small .
144. Laces for files.
145. Letter weighing scales.
146. Nibs.
147. Pads, Rubber stamps.
148. Pencils, Audit brown.
149. Pencil copying Hard.
150. Penholders.
151. Pin common.
152. Pin Cushion
153. Rubber stamps Racks.
154. Sealing wax Red.
155. Tags, cotton.
156. Twine balls.
157. Wax candles.
158. Sewing thread real.
159. Staple machine
160. Staple wire
161. Ink Liquid Blue black.
162. Ink Indelible for writing cheque.

- 163. Ink thumb impression black.
- 164. Brushes for cleaning Typewriter.
- 165. Correcting fluid.
- 166. Dupligraph developing solution.
- 167. Pen cyclostyle.
- 168. Ribbon black.
- 169. Typewriter oil.
- 170. Ink tablets Blue-Black

APPENDIX 4.10

(See Paragraph No. 4.078)

The Financial Powers to Sanction Write off/Disposal/Payment etc.

Item No.	Particulars	Power of				Authority	Remarks
		C.E.	S.E.	E.E.	S.D.O.		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1	To submit indents for stationery	Full powers for his own office subject to the limit of the money allotment for the year	Full powers for his office and those of the Divisional and Sub-Divisional offices subject to the money limit of his circle for the year	..	..	..	Rules 7, 8 and 17 of the Stationery Rules

2	To sanction the local purchase of stationery and rubber stamps, Office equipment and other sundry stores			...		W.D.Man- ual Para 1.073	In exercise these powers, the officers should as a rule. prefer articles of Indian manufacture and they should give their careful attention to this point
	(a) Chargeable to office contingencies	Full powers	Rs.250 in each case subject to a limit of Rs.2,500 in a year	Rs.50 in each case subject to a limit of Rs.200 in a year	..	..	In emergency case stationery upto 50 percent, of the allotment for stationery can be purchased by Head of office from
	(b)Chargeable to works for preparation of project reports and other documents	Full powers as per scale to be fixed by Govt.	Rs.500 in each case limit to Rs.5,000 per project		..	..	local market subject to the conditions laid down in M.P.F.C. Vol.II, Appendix V
3	To incur binding charges	Full powers	Full powers	Upto Rs.200 during any one year	..	W.D.Man- ual para 1.075	...

4	To sanction the supply of typewriters including duplicators and other copying machines, within the scale	Full powers subject to budget provisions	Full powers for Circle Division and Sub-Division offices within the scale fixed and subject to budget provisions	..	..	W.D.Manual 1.069	...
5	To issue orders for the disposal of unserviceable stores viz. stock, tools & plants including mathematical instruments furniture, crockery, etc. of circuit & rest houses and inspection bungalows and huts, materials at site and materials received from works dismantled or under going repairs and sanction their write off.	Rs.40,000	Rs.20,000	Rs.5000	..	W.D.Manual Para 4.085	Note (i) An E.E.has no power to sanction the write off of unserviceable articles of famine reserve tools and plants.

6	To accept the tenders for sale/auction of unserviceable and obsolete stores listed in Appendix 4.07	Rs.25,00,000	Rs.10,00,000	Rs.5,00,000	Nil	..	Power to issue orders for write off these stores shall vest with "Condemnation Board" or any other committee to be constituted by the Government	
7	To sanction the write off of (Serviceable) tools and plants, the full cost of which has been recovered	..	..	Full powers provided full book value or when there is no book value, estimated value is recovered	..	W.D.Manual Para 4.085	Supervision charges at the rate of 10 percent must be recovered except when they can be waived under paragraph 4.084 of W.D.Manual	
8	To write off irrecoverable value of stores as described in item 5 Col	Rs.2,500	Rs.2,500	Rs.500	..	..	Note (1)	These limits apply to the book value of the article

	(2) lost by fraud or the negligence of individuals or other causes, provided that the loss does not disclose (i) a defect of system the amendment of which requires the orders of higher authority or (2) Serious negligence on the part of some individual offices or officers which might possibly call for disciplinary action requiring the orders of the higher authority						(2)	The powers delegated to E.E.does not apply to short ages in road materials, which are governed by the rules in para 4.098 to 4.112 of WD.Manual
							(3)	The powers delegated to S.E. shall, in the cases of road material be exercised by them with respect to the total amount of shortage on any one road at any one time

9	To sanction payment of demurrage/ wharfage charges each consignment of goods, railed at Government expense	Rs.1,000	Rs.500 in each case	Rs.100 in each case	..	W.D.Man-ual para 4.126	...
10	To write off irrecoverable amounts of public money, subject to the conditions mentioned in Financial Code Vol. I Rule 56	Rs.1000	Rs.500	..	..	Financial Code Vol I Rule 54	These powers apply only to expenditure from State Revenues. These powers do not apply in case of sum due on account of rents of State buildings nor do these apply to the write off of sums due on account of Central Revenues.
11	To write off irrecoverable amounts of occupation fees of circuit houses, rest houses, inspection bungalows and huts	..	Rs.200	..	..	..	..

12	To write off irrecoverable sums due on account of rents of Government buildings	Rs.200	..	..	..	..	..
13	To sanction remission as a concession for losses incurred by the leasses in the sale of fruits of trees, dead trees etc. on road/lands in charge of the department	..	Rs.500	Rs.100	..	..	.
14	To sanction write off of measurement books	..	Full powers	..	..	..	..

15	To sanction write off of blanks forms of muster rolls which may be missing or torn or became useless from any cause, also muster rolls on which the attendance was entered but no payment was made	Full powers	..	W.D.Man-ual Para 4.014	...
----	--	----	----	-------------	----	------------------------	-----

16	To sanction the issue of tools and scientific mathematical and drawing instruments on loan to non-commercial departments of the State Government free of rent and to commercial department of State Govt. on payment of rent @ 1% per mensem on book value or when the book value is not known, the estimated value of the articles	For a period not exceeding 6 months provided book value or when book value is not known the estimated value of the articles does not exceed Rs.1,000 in each case	For a period not exceeding 3 months provided book value or when book value is not known the estimated value of the articles does not exceed Rs.500 in each case.
----	---	---	--	----	----	----	----

17	To grant advances to contractor on the security of materials	..	..	Full powers up to 75% of the value of materials provided contract is for finished woks	..	..	Advance must be granted only in respect of materials that have been brought to site. No advance can be granted on perishable items and sand.
18	Power to sanction advance payment to the railway authorities and other Govt. Departments and Govt.of India undertaking if so required by the rules of those departments in connection with works of Works Departments.	Full Powers	Full Powers	..	..	..	...

19	Power to make advance payments to suppliers (a) up to 90% of the value of materials including sales tax etc. on proof of dispatch if contract includes such a clause to suppliers approved by D.G.S. & D.	Full Powers	Rs.50,000	Rs.25,000	..	..	...
	(b) Up to 95% of the value of materials proof of dispatch to the sole authorised distributors of manufacturers of repute, approved by D.G.S. & D.	Rs.50,000	Rs.20,000	Rs.5,000	..	..	<div>Note</div> <div>(1)</div> <div>(2)</div> <div>(3)</div> <div>Advance payment is admissible only when Suppliers insists on such advance payment, and goods are booked at suppliers risk/and railway risk. goods are not indented on D.G.S. & D. Rate Contract</div>

20	To issue orders for the disposal of surplus stores as described in item 5 column 2 above and to sanction their write off	..	Full powers provided the loss incurred on the book value (or when there is no book value, the estimated value) does not exceed Rs.5,000.	Up to Rs.2500 provided full book value or when there is no book value the estimated value is received; up to Rs.500 when less than the full value is recovered	..	W.D.Man-ual Para 4.085	1.	In case of materials borne on the stock account supervision charges at 10% must be recovered except when they are waived under Para 4.084 of W.D.Manual
							2.	The total loss on sale of material effected at one time should be the criterion for determining. Whether sanction to the disposal of surplus stock, T & P etc. can be accorded by the S.E. or E.E.
21	To sanction the sale of Stores to local bodies or to private persons when it can be done without	..	..	Upto Rs.500 in each case	..	W.D.Man-ual para 4.085	Note	The charge to be made will be the stock rate plus 10% supervision charges

	inconvenience to the public service.							unless waived under para 4.084 of the W.D.Manual by the officer having powers to sanction the sale. When sales are made to a Govt. officers in his private capacity, one month's credit may be allowed after the date of the presentation of the bill after which date the bill should be sent to his pay disbursing officer with the request that he will recover the amount from the officer's next pay bill.
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22	To dispose off by sale fruits of trees and dead trees etc. on roads/ and lands incharge of works department.	Full powers	Upto Rs.250 for one year. The lease after acceptance will be sent to divisional office for record and note made in the miscellaneous Recovery Register. Bid Sheet may be disposed with when S.D.O. holds the auction himself	W.D.Man-ual Para 9.021	
----	--	----	----	-------------	--	------------------------	--

23	Payment of running bills	..	..	Full powers	Up to Rs.20,000 except every fourth bill	W.D.Man-ual Para 4.047	The E.E.may at any time call in for scrutiny the measurement book relating to any bill running or final paid by S.D.O.
24	Payment of final bills	..	..	Do	Up to Rs.1,000 provided the amount of the final bill including previous payments does not exceed Rs.1,000. The S.E. may in his discretion lower this limit in individual cases	W.D.Man-ual Para 4.084 and 4.050	...

25	To incur expenditure in connection with the carriage and handling etc. of stores.	..	..	Full powers subject to the condition that all such charges are detailed in P.W.A. form No.72	..	..	...
26	To incur expenditure in connection with Law charges -	Rs.1,000 in each case	Rs.1000 in each case	..	..	W.D.Man-ual para 9.037	
	(i) charges other than fees to be paid to public prosecutors and private legal practitioners.						

	(ii) charges on account of fees to be paid to public prosecutors and private legal practitioners.	To the extent prescribed in Chapter II & III of the legal Dept. Manual	As for C.E.	..	..	W.D.Man-ual para 9.037	W.D.officers must consult Collectors about the engagement of counsel and fees. Where fees higher than those fixed in Chapter's II & III of the legal Dept. Manual are proposed to be paid Govt's orders should be obtained.
27.	To permit their subordinate officials to make payments in cash instead of by cheque, when this is necessary in the interest of works.	..	Up to Rs.500	Up to Rs.100	..	..

28	To reappropriate funds for "ordinary repairs" to "Special repairs" and vice versa under minor head "Repairs"	Full powers provided that no reappropriation may be made from "Communications" to "Building" & vice versa.	..	..	..	...	..
29	To adjust the balance of manufacture accounts	..	Rs.5000	Not exceeding 10% over the current stock rates or Rs.200.	..	..	..
30	To sanction the entertainment of special guards	Full powers	..	..	..	...	..

31	To sanction the entertainment of a labourer/gardener to look-after there garden of residences that is unoccupied.	Do	Full powers	..	..	..	..
32	To sanction the holding of stock by any Division	Full powers	Up to Rs.10,000	..	..	..

(See Paragraph 4.110)

[illegible][illegible]

APPENDIX 4.12

(See Paragraph 4.114)

Inspection of Circle Office by C.E.

Name of Circle.....

Date/Dates of Inspection.....

Part A- Establishment and Accounts

S No.	Points Worthy of notice		Remarks by C.E.	Orders of E-in-C
(1)	(2)		(3)	(4)
1	Whether service books of all the Government servants whose pay is drawn in Establishment pay bills have been maintained up-to date.			
2	Whether annual verification of service with local records has been completed and certificate recorded in the service book of each Government servant?			
3	Whether G.P.F. Pass Books have been maintained in respect of all Government servants and posted upto date?			
4	Whether departmental G.P.F. accounts have been maintained properly and whether yearly closing balance has been correctly worked out after adding the interest at the prescribed rate ?			
5	Whether a register of periodical increments to Government servants has been maintained to watch whether timely action is being taken to sanction periodical increments?			
6	Whether the following registers are beign maintained and posted upto-date :-			
	(a)	T.A.Bill registers of Gazetted Government servant.		
	(b)	T.A.Bill registers on non-Gazetted Government servants.		

	(c)	Medical charges reimbursement registers of gazetted Government servants.		
	(d)	Medical charges reimbursement registers of non-gazetted Government servants.		
	(e)	Register of temporary advance.		
	(f)	Register of Trunk calls		
	(g)	Register of grain advances		
	(h)	Register of house rent allowance granted to staff.		
	(i)	Register of complaints and disposal		
	(j)	Register of Assembly Questions/Assurance given in Legislative Assembly.		
	(k)	Register of incumbency.		
7		Whether drawing and disbursing powers have been delegated to any other gazetted officer and if so to whom?		
8		Whether cash book is being posted day to day and all entries attested by the Drawing and Disbursing Officer?		
9		Whether fortnightly verification of drawls from the Treasury is being done with actual reference to Treasury voucher slips and certificates to this effect recorded in the cash book on the 15th and the last day of the month?		
10		Whether contingent register is being maintained properly and entries attested by the Drawing and Disbursing Officer?		
11		Whether the following registers connected with the cash book are being maintained entries attested by the Drawing and Disbursing Officer :-		
	(1)	Bill Register		
	(2)	Register of undisguised pay and allowances.		
12		Whether the cash book is being closed periodically? If so, monthly or weekly?		

13	Whether pay and allowances remaining un-disbursed for more than 3 months being refunded into the Treasury or short drawn from next salary bill without undue delay?		
14	Whether the duplicate keys of departmental cash chest has been deposited in Treasury for safe custody and if so when?		
15	Whether a register showing particulars of duplicate keys deposited in the Treasury has been maintained in the form prescribed in Appendix 4.06		
16	Whether su-vouchers and receipts not required to be sent to A.G.'s Office are being canceled by putting the seal "Paid and Cancelled" and systematically recorded?		
17	Whether adequate cash security has been obtained from the Official :-		
	(a) Who is entrusted with then work of cashier?		
	(b) Who has been entrusted with the charge of dead stock articles?		
18	Whether money receipts are being issued for recoveries in cash?		
19	Whether a register showing the number of receipt books obtained, issued, balance etc. is being maintained		
20	How many pension cases and claims pertaining to the retired employees of the circle are pending for finalisation? A list of pending cases showing the stage of each case with reasons for non finalisation be put up.		
21	Whether a list is being prepared every six months i.e. on the 1st January and 1st July of all Officers, gazetted and non-gazetted who will attain the age of superannuation 24 to 30 months hence. Whether copies of the lists are being sent to the Head of Department, the A.G.M.'s F.D., E.D. P.W.D./ P.H.E.D. by 31st January and 31st July		
22	Whether cases for pension have been initiated in respect of Government servants retiring within a year.		
23	Whether the following registers have been maintained :-		
	(a) Register of dead stock articles.		

	(b)	Register of stationery and forms.		
	(c)	Register of General Books of references.		
	(d)	Register to Technical books of references.		
	(e)	Register of Drawing Stationery.		
	(f)	Register of mathematical instruments.		
24	Whether physical verification of the item mentioned under 23 above is being conducted annually and required certificate recorded in each register? When was the last physical verification in respects of the following article, was carried out :-			
	(a)	Dead stock articles		
	(b)	Stationery and forms.		
	(c)	General Books of reference.		
	(d)	Technical Books of reference.		
	(e)	Drawing stationery.		
	(f)	Mathematical instruments.		
25	Whether registers of Grant and Expenditure have been maintained separately for Establishment and works?			
26	Whether quarterly reconciliation of departmental figures of expenditure with those booked in A.G.M.P. Office Bhopal is being done according to the prescribed programme. If so the period up to which the departmental figures of expenditure on establishment and works have been reconciled in the current financial year?			
27	Whether the reconciled figures and required certificate of reconciliation have been furnished to Chief Engineer's Office?			

28	Statements showing Division wise final grant, expenditure, excess or saving under each major Head for the current year and for the previous three financial years may be furnished. The figures of expenditure should be the reconciled figures.			
29	Whether monthly detailed inspection of the accounts being conducted by the Drawing and Disbursing Officers.			
30	Whether the Office has been inspected annually by the controlling officer as required under para 4.113 If so, when was the last inspection conducted?			
31	When the office was inspected that by A.G.office Inspection Partly?			
32	How many inspection reports and paragraphs are pending in respect of inspection of the circle office?			
33	Whether proper check is being exercised on settlement of C.S.A. by the Divisions under control and whether periodical review is carried out? (See Annexure-A).			
34	Whether the annual inspection of the Divisions have been completed as required under para 4.113 of W.D.Manual? The position may be furnished as under :-			
	(i)	Serial number		
	(ii)	Name of Division		
	(iii)	Date of completion of Inspection		
	(iv)	If no inspected, proposed dates of inspection.		
35	How many cases of losses and defalcation are pending for final disposal? A list of such cases be furnished			
36	Has a register showing particulars of cases of losses and defalcation been maintained?			
37	Whether purchases of articles required for use in the circle office are being made after due observances of the relevant rules? Cases of purchases be put up for verification?			
38	Whether master files of circulars have been maintained?			

39	Whether records are being properly maintained, preserved, and periodically eliminated according to instructions contained in para. 9.038 to 9.041 of W.D.Manual Vol-I?		
40	Whether confidential reports of all subordinate staff were written regularly and kept in the proper custody?		
41	Whether adverse remarks have been communicated to the official concerned in time?		
42	Whether the existing staff borne on work charged establishment is covered by proper sanction and correct procedure has been followed in recruitment of it ?		
43	Whether cases of Government servants under suspension are being attended promptly for decision? State also number of such case along with the period of suspension etc.		
44	Whether the subsidiary accounts are maintained by the Division under the Circle according to prescribed procedure and whether the suspense accounts are cleared as expeditiously as possible?		
45	What are the details of amounts under Suspense under the various sub-heads i.e. stock. purchase and miscellaneous advance in respect of each Division ?		
46	What is the position of settlement with Treasury (Form 50 and 51) in respect of each Division? (Paras. 22.3.2 and 22.3.3. of C.P.W.A. code) (See Annexure-A).		
47	Whether L.O.C. register has been maintained and expenditure properly watched?		
48	Have the A.G.'s adjustment memos promptly attended to? (See Annexure-B).		
Part B- Works			
1	Whether a register of Contractors has been maintained and brought up to date?		
2	Has a schedule of rate been maintained for the Circle and if so, the date from which it is in force. Has analysis of rates properly kept for fixing C.S.R.		

3	Whether any works have been allotted on work orders/piece works agreements in the circle and if so, whether the schedule of rates have been got sanctioned by competent authorities and whether sanction for splitting up estimates has been accorded by competent authority? Concerned files be put up for verification.		
4	A list of tenders for works accepted by the S.E. during last two years be furnished.		
5	Whether expenditure any work is being incurred without administrative approval, technical sanction and provision of funds? If so, a list of such works may be furnished indicating under whose orders the expenditure is being incurred?		
6	Whether the register of proceedings of purchase Committee and purchases authorised is properly kept?		
7	Whether the inspections made mandatory in the Manual has been carried out by the S.E. and the inspection reports issued?		
8	How many inspection reports and paras. pertaining to the circle as a whole are pending? A statement showing the position Division wise may be furnished according to the attached format (Annexure-C)		
9	Whether a register has been maintained to show the up to-date position of the number of inspection report and paras. i.e. paras. settled and paras. remaining to be settled?		
10	How many draft paras. are pending for final replies?		
Part-C – Technical Matters			
1	Whether the register of C.T.E's observation notes and their disposal properly maintained?		
2	List of works for which administrative approval has not been received from the competent authority but work started.		
3	Whether annual certificate for the safe custody of Toposheets is recorded?		

4	Position of design in respect of works in progress and whether they are approved by the competent authority and works are taken up only after approval?		
5	Position about completion plans.		
6	Position of submission of progress reports on works at various stages.		
7	Position about water utilisation from completed irrigation schemes and checking of annual records in this connection. Whether they are properly maintained.		
8	Performance of each Sub-Division in terms of approved norms for the previous two years, information may be furnished in the enclosed proforma (See Annexure-D).		
9	Position regarding revenue realisation: The information as desired in the enclosed format may be furnished (See Annexure-E).		
10	Position of claim cases of works completed but pending for disposal.		
11	Are you satisfied that the Executive Engineers offices are properly inspected by S.E.?		

[APPENDIX 4.12]

ANNEXURE-A

(See item No. 33 and 46 of Part-A)

Statement showing position of subsidiary accounts for

the.....

Name of Division.....

1. Cash settlement suspense account

	Opening balance		Addition during		Clearance during		Closing balance		Steps taken for
	Item	Amount	Item	Amount	Item	Amount	Item	Amount	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
(a) Originating items									
(b) Responding items									

2. Form 51-Schedule of settlement with treasures -

1. Position as per last report.
2. Position as per this report
3. Steps taken for reconciliation.

3. Month up to which sent to A.G.

Difference	No.of items	Amount	No.of items	Amount
(1)	(2)	(3)	(4)	(5)
1. Remittance				
2. Cheques				

ANNEXURE-B

Statement showing action taken regarding A.G.'s adjustment Memos

[illegible]

[APPENDIX 4.12]

ANNEXURE-C

(See item No.9 of Part-B)

Statement showing outstanding audit inspection reports and paras. under the whole Circle

Name of Circle.....

Period

ending.....

S.No.	Name of Circle and Division	Period if inspection report (Year wise)	Total para. of Inspection reports	No.of paras. cleared so for	No.of remaining paras. yet to be settled	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1.	Circle Office					
2.	..... Division					
3.	..... Division					
4.	..... Division and so on.					
	Total for the whole Circle					

Signature of Superintending Engineer

..... Circle.

.....M.P.

[APPENDIX 4.12]

ANNEXURE – D

(See item No. 8 of Part-C)

Statement showing the performance of each Sub-Division/Division in terms of approved norms for the preceding two years

Serial No.	Name of Division Sub- Division	Budget allotment		Actual Expenditure		Results, excess or short in comparison to norms	Remarks
		Year	Year	Year	Year		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

[APPENDIX IV]

ANNEXURE – E

(See Item No.9 of Part-C)

Statement showing Position of revenue realisation during the year.....

Position as

on.....

[illegible]

TOTAL										
NAME OF DIVISION										
(a)	Toll									
(b)	Ferry									
(c)	Rent									
(d)	Misc									
TOTAL										
GRAND TOTAL										

[APPENDIX 4.13]

(See Paragraph 4.114)

INSPECTION OF DIVISION OFFICE

NOTES

1. This form is intended as a memorandum to assist the C.E./S.E. on the occasion of his inspection of Divisional Offices.
2. The S.E. should inspect each Divisional Office in his circle at least once a year. Inspections should be more frequent in the case of Division in which the S.E. notices that there is laxity of supervision on the paras. of the E.E. The C.E. should inspect the Divisional Officers in a four yearly routine.
3. Previous reports should be referred to by the inspecting officer, and if it is found that any irregularities therein noticed have not been corrected they should be brought prominently to notice as matters on which instructions have been issued but not attended to. The report should also as a rule, show briefly what steps have been taken to remedy all defects previously noticed.

REPORT OF AN INSPECTION OFFICE OF THE

E.E.....

DIVISION BY THE C.E.....

PROJECT/BASIN/ZONE

S.E.....

.....Circle

Dates of inspection by

S.E.....

Date of last inspection by

A.G.....

Date of last inspection by

C.E.....

Date of present inspection

.....

Names of the E.E.'s and dates of taking over charge

.....

Name

.....Date.....

..

No..... dated the
.....19..... Submitted to the C.E..... for
information and orders.

..... S.E.
..... Circle.

No..... dated the
.....19.....
Returned/Forwarded to the S.E..... Circle, with orders.

..... C.E.
.....

Notes on the inspection made of the Divisional office by the C.E.
/S.E..... Project /Basin /Zone/ Circle.

Note :- This appendix shall be used for the annual inspection of Divisional office by S.E. and also by for the four yearly inspection by
C.E.

S.No.	Points worthy of notice		Remarks by S.E.	Remarks of C.E.
(1)	(2)		(3)	(4)
MUSTER ROLLS				
1	(a)	Are the rules for the registration and payment of daily labour generally observed? (W.D. Manual Para 4.002)		
	(b)	Have records of attendance and measurements on muster rolls been checked by a responsible officer ? (W.D. Manual Paras. 4.005 and 4.006)		
	(c)	Is the cost of labour appreciably in excess of the current schedule of rates? (W.D. Manual Para 4.009)		
	(d)	Are there delay in the payment of labour ? (W.D. Manual Para 4.010)		
MEASUREMENT BOOKS				
2	(a)	Is the register of measurement books properly maintained in the prescribed form? (W.D. Manual Para 4.019)		
	(b)	Are the instructions regarding the use of measurement books laid down for the guidance of officers generally followed?		
	(c)	Are the measurement books returned to the Divisional office?		
		(1) for re-issue once a year, or		
		(2) for record as soon as completed ?		
	(d)	Are the measurement of excavation of foundations of works costing		

		over Rs.1,000 taken by the S.D.O. and in the case of works below this limit, are checked by subordinates other than those who took the measurements, it not checked by the S.D.O. ? (W.D. Manual Para 4.036) and 4.037)		
	(e)	Does the S.D.O. personally take or check completely the measurement of running bill for works estimated to cost over Rs.1,000 ?		
	(f)	Are all final measurements of works estimated to cost Rs.1,000 or less, if not taken or checked by the S.D.O. checked by the subordinates other than those who took the original measurements ?		
	(g)	Is a register of check measurements made by the E.E. maintained and posted up to date?		
	(h)	Is a register of check measurement adequately made by the E.E. when on tour? Note the percentage of check made during the last three months of the last financial year.		
	(i)	Are old measurement books destroyed after due dates? If not, what is the E.E.'s explanation?		
3		Is there evidence of heavy expenditure in March due to the failure to take measurements of or to make payment for work in previous months?		
	CASH ACCOUNTS			
4	(a)	Are payments made regularly and promptly after measurements have		

		been recorded?		
	(b)	Are payments made by cheque as far as possible?		
5	(a)	Is cash kept in a strong treasure chest and secured by two locks of different pattern?		
		Is the key of the outer lock kept by the Accounts clerk and that of the inner lock by the accountant?		
		Is a register of duplicate keys maintained?		
	(b)	Are the duplicate keys of the Divisional and sub Divisional cash chests verified once a year?		
	(c)	Is any cash other than the actual balance as shown in the cash book, kept in the chest?		
	CASH BOOK			
6	(a)	Are entries in the initial cash accounts made regularly as transactions actually occur? Are payments ever entered through not actually made?		
	(b)	Are the entries in the current month's cash book correct? Does the book balance agree with the cash in hand?		
	(c)	Is the cash book closed on the 31st March? Is there any increase in the number of cheques uncashed for the whole Division on that date as compared with that at the end of other months of the year?		
7	(a)	In cash realised as misc. receipts of the department paid into the		

		treasury promptly or is used instead of obtaining fresh cash by cheque before the end of the month?		
	(b)	Are all receipts of cash and necessary particulars are shown in the counterfoils of receipt books (PWA form – 3) shown in the cash book on the date of receipt?		
	IMPREST ACCOUNTS			
8	(a)	Who are the imprest holders in the Divisional and Sub Divisional offices?		
	(b)	Are the amounts of any imprests in excess of requirement?		
	(c)	Are recoupments made regularly?		
	(d)	Are the acknowledgements of imprest holders obtained and recorded? Have fresh acknowledgements of imprest and Temporary advances outstanding on the 31st March been obtained and recorded?		
9	Are temporary advances closed without delay?			
	STOCK AND STORES			
10	Is the stock in the Sub-Division properly cared for and stored so that it can easily be checked?			
	(a)	Is the existing stock suitable? Mention the names of articles which are lying un-used for more than 12 months and stay why they can not be used?		

	(b)	Is old and useless stock written off and its value adjusted?		
	(c)	Is stock kept to the lowest practicable limits? Are statements showing the distribution of stock over the Division kept up in the Divisional and Sub-Divisional Officers?		
	(d)	Has the Divisional stock been utilised to the fullest extent?		
	(e)	What is the value of surplus stock and is action being or can be taken to dispose it Off ?		
	(f)	Is the yearly verification of stock made regularly and satisfactorily?		
	(g)	Is a register of periodical check of stores maintained?		
11	(a)	In connection with materials used in manufacture, are all losses and deficiencies in stock brought to notice?		
	(b)	Is the out turn of stock properly counted and declared?		
	(c)	Are the rates of out turn reasonable?		
12	(a)	Are the instructions for the preparation and check of road material returns including famine metal strictly carried out by all officers and subordinates?		
	(b)	Are the road material checked by S.D.O. twice a year?		
	(c)	Are the road material accounts of all sub-Divisions posted upto date? Are there heavy minus balance and if so what action has been taken to adjust them?		
	(d)	Are the monthly road material punctually submitted by S.D.O. and		

		are they promptly returned duly checked by the Divisional Office in the time specified for the purpose?		
	(e)	Are the half yearly check measurement statements submitted by S.D.O.s punctually on the due date?		
13	(a)	Are the initial accounts of stores correctly maintained?		
	(b)	Are issues of stock materials to works correctly classified under "Issue to contractors" and "Issue direct to work"?		
	(c)	Are the issues reasonable and fixed in accordance with the rules, so that contractors shall not derive any monetary benefit?		
	TOOLS AND PLANT			
14	(a)	Are numerical accounts of tools and plant properly maintained?		
	(b)	Has action been taken to dispose off surplus tools, plant, instruments?		
	(c)	Are tools, plant and instruments, not in use cared for and kept clean?		
	(d)	Are useless and worn out tools properly inspected and condemned?		
	(e)	Are famine tools properly tents?		
15		Is adequate care taken of Government tents?		
16		Is the annual verification of tools and plant and circuit houses, rest houses and inspection bungalow furniture made?		
		On what date was the last verification in each Sub-Division		
	REGISTER OF WORKS			
17	(a)	Mention any works in progress without sanctioned estimates and state		

		under whose orders they were started?		
		Are estimates for these work under preparation and should work continue in the mean time?		
	(b)	Are any revised estimates required? If so, are they under preparation ?		
	(c)	Are there any excess over sub-heads? If so, were the necessary workslips submitted?		
	(d)	Have completion reports of completed works been submitted and sanction to any excess obtained and noted in the register?		
	(e)	Is the register of works posted so as to show the total value of work measured, whether paid for partly or in full during the month? Are liabilities specified in para.10.6.2 (a), (b) and (c) and CPWA Code shown?		
	(f)	Are the rules regarding the account of materials at site followed and entries made accordingly in the column "Materials at site"?		
	(g)	Are the accounts of materials at site in any way confused with those of stock		
	(h)	Does comparison of the register with selected work abstracts show that charges are properly allocated?		
		Examine the nature of transactions between sub-heads		
	(i)	Are accounts of works closed as soon as possible?		

18	(a)	Is progress on works satisfactory compared with funds available?		
	(b)	Is there probability of any excess over appropriations or lapse of budget grants? If so, has necessary action been taken?		
19	(a)	Are advance payments and secured advances made so as to prevent loss to Government and un-authorised laid to contractors?		
	(b)	Are "Secured advances" covered by indentures duly executed in P.W.A. Form-31 and recorded in the Divisional Office?		
	(c)	Are proper records kept of the advances given to labourers recruited departmentally and are recoveries made regularly?		
20		Is the register of Chief Technical Examiner's observation memos and disposal there of maintained properly?		
	OTHER BOOKS AND REGISTER			
21	(a)	Is the register of cheques and receipt books correctly maintained?		
	(b)	Are the counterfoils of used cheques and receipt books returned to the Divisional Office for record? Are they recorded as soon as possible		
	(c)	Are cheque books kept in the custody of the E.E. ?		
22		Are the register of stationery and forms maintained upto date?		
23		Is a certificate of the annual verification of the stock of forms and stationery recorded in the register over the signature of a gazetted or other responsible officer ?		

24		Is the register of disbursements of salary and travelling allowances correctly maintained? Has E.E. submitted his tour diary regularly along with the statement of bills/measurements checked during the month?		
		Item 25 to 31 below need be answered only in the case of Divisions in which there are Irrigation Works?		
25	(a)	Is the register of complaints regarding irrigation maintained?		
	(b)	Is the register of complaints compounded under the Forest Act maintained?		
26		Is the register of Irrigation agreements maintained up to date?		
27		Is the register of water rates maintained up to date?		
28		Is the register of remissions maintained?		
29		Are the accounts of bonus paid to Amins properly kept?		
30		Are Kistbandi Khataonis forwarded to Sirpanchas and defaulters lists sent to Tahsildar by the prescribed dates?		
31		Are check and colaba registers properly maintained and kept upto date?		
32	(a)	Is the register of miscellaneous leases and recoveries maintained upto date?		
	(b)	Are recoveries made regularly when due? If not, has necessary action been taken?		
33		Is the register of rent of buildings maintained upto date? Are rents recovered regularly for temporary quarters?		

34		Are the registers of buildings in each district maintained up to date?		
35		Are true copies of visitors books of V.I.P. Guest houses, Circuit and Rest houses punctually submitted by S.D.O.s and checked in the Divisional Office?		
36		Is the register of imported stores purchased locally maintained up to date? Are satisfactory reasons for local purchase recorded?		
37	(a)	Is the record of every bridge, causeway and culvert on each road properly maintained?		
	(b)	Are these Works inspected periodically and reports in prescribed form, submitted to the S.E. ?		
	ESTIMATES AND PLANS			
38	(a)	Are annual repairs estimates of buildings and roads prepared according to standing orders?		
	(b)	Are they prepared without undue delay?		
	(c)	Are they methodically arranged?		
	(d)	In the case of buildings and roads, is provision for renewals made at suitable intervals ?		
	(e)	Is the index file of repair orders properly maintained ?		
	(f)	Are the repair orders checked by the S.D.Os and E.E.?		
39		Is the schedule of rates corrected up to date ?		
40	(a)	Is the famine programme maintained up to date according to the		

		instructions in the Scarcity Manual ?		
	(b)	Are estimates for famine works properly Kept ?		
41		What estimates are due from this Division ? Does the progress made in their preparation appear satisfactory ?		
42		Is the register of sanctioned estimates correctly maintained ? Has the E.E. exceeded his powers of sanction in any case ?		
43		Are the register of working estimates sanctioned against the provisions in the sanctioned project estimates correctly maintained?		
44	(a)	Is the register of plans maintained up to date ?		
	(b)	Do plans of masonry works show the dimensions of foundations and superstructure as actually built ?		
45	(a)	Is the register of land acquired maintained up to date ?		
	(b)	Are land plans complete and corrected when necessary		
	CONTRACTORS AGREEMENTS			
46	(a)	Are tenderers called for according to rules?		
	(b)	Is a list of all tenders for each work maintained stating the reasons for acceptance of any tender other than the lowest?		
47	(a)	Are agreement properly made for all works in progress?		
	(b)	Have extension of time been granted in any case if so, are there proper grounds?		
	(c)	Are there cases of delay in payment to contractors?		

	(d)	Is the register of contract agreements maintained up to the date?		
	(e)	Has the E.E. exceeded his power of action in any instance?		
48	(a)	Is the "Register of Contractors" maintained up to date?		
	(b)	Are contractor's accounts clear and satisfactory?		
	(c)	If there are any disputed claims state the main facts?		
49	(a)	Is correspondence reduced to minimum and suitably kept?		
	(b)	Are records destroyed periodically?		
	(c)	Are list of records destroyed properly maintained?		
	(d)	Are list of pending cases maintained properly and systematically? Detail cases, the disposal of which has been unduly delayed.		
50	(a)	Have transfer of S.D.O's since the last inspection been carried out according to rules?		
	(b)	Are transfer papers checked and filed in the Division Office?		
51	(a)	Have the orders of the S.E. and A.G. in their last inspection reports been complied with?		
	(b)	Has attention been paid to the Sub-Engineers, E & M's instructions regarding Boilers?		
52		Are there any other matters, brought to notice as a result of inspection of the office, that call for remarks? General remarks as to the state of the Office.		
53		Is the disposal of the A.G 's inspection notes made properly? Are the control register referred in annexure-B-C-D of appesndix 4.15 maintained up to date?		

APPENDIX 4.14

(See Paragraph 4.114)

INSPECTION OF SUB-DIVISION OFFICE

REPORT OF AN INSPECTION OF THE.....SUB-
DIVISION.....By E.E. /S.E.....

NOTES

1. This form is intended as a memorandum to assist the S.E. /E.E. on the occasion of his inspection of Sub-Divisional Office. It is not exhaustive owing to the different circumstances of Sub-Division and the S.E. /E.E. should, therefore, expand it where necessary.

Ordinarily the inspection of the E.E. and that of the D.A. should be made at the same time. When this is done item included in the D.A 's inspection report need not be referred to in the E.E 's report.
2. Reference to the rules has been made for the convenience of the inspecting officer.
3. The E.E. should inspect each Sub-Divisional Office at least once a year. The inspections should be more frequent if he has noticed any laxity of supervision on the part of the S.D.O. The S.E. should inspect Sub-Divisional Office once in a four yearly routines.
4. Previous reports should be referred by the inspecting Officer, and any irregularities noticed therein which have not since been rectified should be again brought to notice.
5. After the inspection by E.E. his report should be forwarded to the S.E. who will return it to the E.E. with his orders. It should then be forwarded by the E.E. to the S.D.O. for information, guidance and necessary action. When the S.E. inspects the Sub-

Divisions Office, he should forward the report to E.E. with his orders. It should then be forwarded by E.E. to S.D.O. in the same way.

NOTE :-This appendix shall be used for annual inspection of Sub-Division Office by E.E. and also for the four yearly inspection by S.E.

Dates of present inspection
Dates of last inspection
By (1) D.A.....
(2) E.E.....
(3) S.E.....
(4) A.G.....

Name of S.D.O. and date of taking over charge.

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

Sub-Divisional Clerks since last inspection.

Name.....Salary.....No.....Dated
the.....19.....

Submitted to the S.E.....Circle for information and orders.

No.....Dated the.....19..... Returned to the E.E.....Division with
orders.

E.
E.
..... Division
S.
E.

.....Circle.

No.....Dated the19.....Forwarded to the S.D.O..... Sub-
Division, for information guidance and necessary action.

E.
E.
Di
vision

Notes of an inspection made of the Sub-Divisional Office by the E.E. /S.E.

.....
.....

No.	Points worthy of notice			Remarks by E.E.	Orders by S.E.
(1)	(2)			(3)	(4)
(1) INITIAL ACCOUNTS					
(A) MUSTER ROLLS					
1	(a)	(i)	What is the system of payment of daily labour?		

		(ii)	Are the rules for the registration and payments of daily labour generally observed (W.D. Manual 4.012 to 4.016)		
	(b)	(i)	Has a copy of the rules for the upkeep of muster rolls been hung up in the Sub-Divisional Office?		
		(ii)	Have all subordinates been provided with a copy? (This should be ascertained by enquiring from the S.D.O. and certain subordinates). (W.D. Manual, Para 4.016).		
	(c)	(i)	Is the progress of work done properly recorded on muster roll and checked at site?		
		(ii)	Does the S.D.O. when he is unable to pay a muster roll himself note on it the reasons why he is unable to do so?		
	(d)		Are daily wages disbursed in anticipation of the S.D.O's scrutiny and countersignature to the muster rolls?		
	(e)		Is there evidence that the records of attendance on muster rolls which have not been taken by subordinates are adequately checked by them?		
	(f)		Do the rates for work done compare favourably with the schedule of rates?		
	(g)	(i)	Is the register of unpaid labour properly kept upto date?		
		(ii)	Are arrears of labour (unclaimed wages) properly recorded? (W.D. Manual, Para 4.011)		
	(h)	(i)	Are payments to labour and to contractors promptly made both by the S.D.O. and imprest holders?		
		(ii)	Detail any cases in which undue delay has occurred.		

(B) MEASUREMENT BOOKS					
2	(a)	(i)	Have you examined the measurement books of S.D.O's and subordinates?		
		(ii)	Are they maintained in such a way as to be fit to be used as evidence in a Court of Law? (W.D.Manual, Para 4.017)		
	(b)		Are the instructions laid down for the guidance of officers who take measurements generally followed? (W.D.Manual, Para 4.023)		
	(c)	(i)	What measurements are made by the S.D.O.?		
		(ii)	What check does the S.D.O. exercise over measurements made by the subordinates? (W.D.Manual, Para 4.036, 4.037)		
3		(i)	Has the S.D.O. made the prescribed check measurements of road metal?		
		(ii)	Does the measurement book show exactly what checks were made?		
		(iii)	Compare the measurements with form 10 and state how discrepancies, if any, are disposed off.		
		(iv)	Has any material been used before the final measurements were recorded? (W.D. Manual, Para 4.101)		
4			Has any large amount of work actually done been left unrecorded in a measurement book for any excessive period at any time?		
(C) CASH ACCOUNT					
5	(a)	(i)	Are payments made regularly and without delay?		
		(ii)	Are they made promptly after the measurements have been recorded?		

		(iii)	If not state the S.D.O's explanation.		
	(b)		Are payments made by cheques to the greatest extent possible having in view the circumstances of the works? (C.P.W.A. Code, Para 6.9)		
	(c)	(i)	Are there any complaints that payments are not made direct to the persons actually concerned?		
		(ii)	What is the result of your investigation of such complaints?		
6	(a)	(i)	Are the rules regarding the transmission and custody of cash properly observed? (W.D. Manual, Para 4.064)		
	(b)	(i)	How is the cash kept?		
		(ii)	What is the description of the box and lock used for its safe custody?		
		(iii)	Are keys kept by the S.D.O.?		
		(iv)	Are there duplicate keys to the cash chest?		
		(v)	If so, where are they kept?		
		(vi)	How is the cash chest guarded?		
7	(a)	(i)	Is the cash book written up properly?		
		(ii)	Are entries in the initial accounts made regularly as transactions actually occur?		
		(iii)	Are payments not actually made ever entered? (Note 3 of Form-1 of Cash Book)		
	(b)		If the S.D.O. does not write up the cash book, does he initial it every day on which there are transactions? (C.P.W.A. Code, para 6.6.5)		
	(c)	(i)	How often in the month is the cash counted by the S.D.O.?		
		(ii)	When was the last count made?		

		(iii)	Has it been noted in the cash book? (C.P.W.A. Code, para 6.6.6).		
	(d)		Check the cash personally and note in the cash book if it agrees with the S.D.O's balance.		
	(e)		Is any cash other than the actual balance as shown in the cash book kept in the chest?		
	(f)		Is the cash balance kept as small as is reasonable possible?		
	(g)		What is the maximum amount of cash which has been in the chest since the last inspection by the E.E.?		
	(h)		When money is received on account of a refund, is the voucher on which account the refund was made noted in cash book in every case?		
8	(a)		Is cash realised as misc. receipts of the department paid into the treasury as soon as possible and invariably before the end of the month? (C.P.W.A. Code Para 6.3.5)		
	(b)	(i)	Are all receipts of cash as shown in the counterfoils of receipts books of traceable in the cash book in order of the dates of receipt?		
		(ii)	Are proper particulars shown? (C.P.W.A. Code, Para 6.3.1)		
9			Are the counterfoils of the cash balance reports properly written up? (C.P.W.A. Code, para 6.3.5)		
10			Are the completed cash books properly recorded?		
(E) CHEQUE AND RECEIPT BOOKS					
11	(a)		By whom are the cheque and receipt books kept? (W.D. Manual Para 4.055).		
	(b)	(i)	Compare the counterfoils of Cheque and receipts books with the cash book.		
		(ii)	Are they properly written up and corrections initialled? (C.P.W.A. Code 6.2.1 to		

			6.2.15).		
	(c)		Is the certificate of count of cheques signed by S.D.O.?		
	(d)		Are the registers of cheque and receipt books properly maintained and up to date? (W.D. Manual, Para 4.055).		
	(e)		Are the counterfoils of used receipt and cheque books returned to the Divisional Office for record? (C.P.W.A. Code, Para 6.7.4)		
(F) IMPREST ACCOUNT					
12	(a)	(i)	State names of subordinate imprest holders, amount of imprests and the control exercised by the S.D.O.		
		(ii)	Can any imprest be reduced without affecting efficiency? (C.P.W.A. Code Para 6.6.9)		
	(b)	(i)	Are receipt for both permanent and temporary imprests taken and kept in the cash chest?		
		(ii)	Check them with the cash book.		
	(c)	(i)	Are all imprest accounts properly maintained and up to date?		
		(ii)	State any case in which a recoupment of imprest has been unduly delayed?		
		(iii)	Give the S.D.O.'s explanation.		
	(d)	(i)	Are temporary imprests closed without unnecessary delay?		
		(ii)	Has any imprest been given unnecessarily or of an excessive amount since the E.E.'s last inspection?		

(2) ACCOUNTS OF STORES				
(A) STOCK AND STOCK MANUFACTURE				
13	(a)	Are stock materials properly cared for and stores so that they can easily be checked?		
	(b)	(i)	Is the existing stock of suitable for the requirements of the sub-division?	
		(ii)	Are the rates of manufactures articles reasonable?	
		(iii)	Are all the manufactured articles promptly brought on to the returns? (C.P.W.A. Code, Para 7.2.4)	
	(c)	(i)	Are the stock accounts properly maintained upto date?	
		(ii)	Do they tally with the subordinates returns? (C.P.W.A. Code, Para 7.2.5)	
	(d)	(i)	Is the yearly stock-taking properly done? (W.D. Manual, Para 4.082)	
		(ii)	When were stock and tools and plant last counted by the S.D.O.?	
		(iii)	What action has been taken to dispose of surplus stock? (W.D. Manual, Para 4.083)	
	(e)	(i)	Are all manufacturers in progress covered by sanctioned estimates (W.D.Manual, Para 4.080)	
		(ii)	Are all losses and deficiencies promptly brought to notice? (W.D.Manual, Para 4.076)	
	(f)	Is stock, when issued, accounted for in the same month in every case?		
14	(a)	(i)	Are there any unnecessary materials at site of works?	
		(ii)	If so why they are not transferred to stock or other works?	
	(b)	(i)	Do the subordinates keep a distribution last showing the materials at site at each	

			work?		
		(ii)	Are these lists kept up to date and checked periodically by actual measurement?		
15			Has the furniture in every V.I.P. Guest house, Circuit house, rest house inspection bungalow, and hut been verified and counted by the S.D.O. during the last year? (W.D.Manual, Para 3.051)		
16	(a)		Have any articles been purchased which could have been supplied from the Divisional Store ?		
	(b)		Are the prices paid for local purchases fair ?		
(B) TOOLS AND PLANT					
17	(a)		Are numerical accounts of tools and plant kept separately for ordinary and special tools and plant ? (C.P.W.A. Code, Para 7.3.2)		
	(b)	(i)	Is an account of tools and plant, mathematical instruments and tents issued to subordinates or lent to contractors maintained up to date ?		
		(ii)	Are receipts obtained and recorded ? (C.P.W.A.Code, Para 7.3.4)		
	(c)	(i)	Are the tools and plant and mathematical instruments properly looked after ?		
		(ii)	Are the tools and plant mathematical instruments not in use, properly stored ?		
		(iii)	Are all defects reported in the yearly return submitted to the Divisional Office ?		
	(d)		Are all lists of component parts pasted on the lids of all instruments boxes ? (W.D.Manual, Para 4.087)		
	(e)		Have any steps been taken to dispose of surplus plants and instruments (W.D.Manual, Para 4.083)		

	(f)		What steps have been taken to dispose off unserviceable tools and plant ? (W.D.Manual, Para 4.074)		
18		(i)	Are Government tents properly stored when not in use ?		
		(ii)	Is the date of issue marked on them ?		
		(iii)	Are they kept in proper repair ?		
(3) WORKS ACCOUNTS					
19		(i)	Have any material alterations been made during construction in sanctioned or standard designs ?		
		(ii)	If so, is there proper authority for the alterations ? (W.D.Manual, Para 2.125)		
20		(i)	Are all works abstracts properly posted up to date ?		
		(ii)	Are they properly filed ?		
		(iii)	Is there any complaint that they are kept for an unnecessarily long time in the Division Office for check ?		
21	(a)	(i)	Is a statement of all works and repairs in the Sub-Division maintained and is progress on them compared with the allotments available ?		
		(ii)	Is any lapse of grant likely to occur ?		
		(iii)	If so, give the S.D.O.'s explanation in each case.		
	(b)	(i)	Is there any probability of an excess over any estimate ?		
		(ii)	If so, give the S.D.O.'s explanation in each case stating if work slips or revised estimates have been submitted.		

	(c)	Does the S.D.O. exercise careful watch over the expenditure incurred on each work as compared with the appropriation ? Is any excess over appropriation anticipated ?		
	(d)	Are there any marked excess over estimated rates or amounts owing to errors in accounting ?		
22	(a)	Give the name of work in progress, if any, without a sanctioned estimate and explain the reasons.		
	(b)	Has a report been made to the A.G. and to higher financial authority concerned of works started without sanctioned estimate or for which there is no provision or inadequate provision of funds ?		
	(c)	Are the necessary estimates under preparation?		
	(d)	Does there appear to be sufficient reason for any of these works to be allowed to continue pending the submission of the estimate ?		
	(e)	(i) Have any estimates that have been called for not been submitted ?		
		(ii) If so, state the S.D.O.'s explanation.		
23	(a)	(i) Are there any completed works for which completion certificates have not been submitted ?		
		(ii) If so, state the S.D.O.'s explanation.		
	(b)	(i) Have completion plans been submitted for all completed works ?		
		(ii) If not, state the S.D.O.'s explanation.		
		(iii) In the case of large works, are completion plans prepared as each item of work is finished?		

		(iv)	If not, state the S.D.O.'s explanation.		
(4) REGISTER OF ADVANCES					
24	(a)	(i)	Is a register of advances kept?		
		(ii)	Has it been posted up to date?		
	(b)		Have all advances to contractors and labour been given under proper authority (C.P.W.A. Code, Para 10.2.23, 10.2.24 and 10.2.25)		
	(c)	(i)	Are there any advances that have been outstanding for more than six months?		
		(ii)	If so, state the S.D.O.'s explanation.		
	(d)	(i)	Are there any irrecoverable advances?		
		(ii)	If so, what steps have been taken to clear them?		
(5) CONTRACT AGREEMENT AND CONTRACTOR'S ACCOUNTS					
25		(i)	Up to what sum is the S.D.O. is empowered to pay first and final bills?		
		(ii)	Examine those paid in any two months, one of which should be February or March?		
26	(a)		Have contract deeds and piece work agreements been properly prepared for all works in progress?		
	(b)		Are certified copies of sanctioned agreements kept?		
	(c)	(i)	Are tenders called for according to rules?		
		(ii)	Are they properly recorded when they are received?		
	(d)	(i)	Have all payments made to contractors been made under properly sanctioned agreements?		

		(ii)	If not, state the S.D.O.'s explanation.		
	(e)	(i)	Are contractor's receipts taken for all materials supplied and recorded? (C.P.W.A. code, Para 10.3.4)		
		(ii)	Are there any long standing accounts of materials supplied which have not been settled?		
	(f)		Check the contractor's receipts for materials issued with their bills.		
	(g)	(i)	Have any tools and plant been issued to a contractor for which hire is not recovered regularly?		
	(h)	(i)	Do the stock etc., issued to contractors appear for recovery in the same month in every case?		
		(ii)	If not, state the S.D.O.'s explanation.		
	(i)	(i)	Are there any disputed claims of contractors?		
		(ii)	If so, mention them briefly with a short note on each.		
(6) REGISTERS					
27	(a)		Is the register of sanctions to the issue of water for miscellaneous purposes properly posted and up to date?		
	(b)	(i)	Are recoveries made on the due date?		
		(ii)	If not, state the S.D.O.'s explanation.		
28	(a)		Is the register of misc. recoveries posted up to date?		
	(b)	(i)	Are recoveries made on the due date?		
		(ii)	If not, state the S.D.O.'s explanation.		

	(c)	What steps have been taken to recover unrealised revenue on account of miscellaneous leases?			
29		(i)	Is the register maintained in which are recorded all sources of misc. revenue?		
		(ii)	Compare the sales with the entries in the register.		
30	Is the register of water rates kept up to date?				
31		(i)	Is the register of Irrigation complaints properly maintained?		
		(ii)	Are there any instances of undue delay in disposal of complaints?		
		(iii)	If so, give the S.D.O.'s explanation.		
32	Is the chak and colaba register properly maintained and kept up to date?				
33	(a)	(i)	Is the register of measurement books posted up to date? (W.D.Manual, Para,4.019)		
		(ii)	Note if any measurement books have been in the Sub-Division for more than a year .(W.D.Manual, Para 4.027)		
	(b)	Have all completed measurement books been sent to Divisional Office for record? (W.D.Manual,Para 4.032)			
	(c)	Has the register been signed by both the relieving and relieved S.D.O.'s on the occasion of transfer?			
34	Is the register of disbursement of salary, traveling allowance etc. properly maintained?				
35	Is the register for casual leave maintained up to date?				
36		(i)	Is the register of muster rolls properly maintained?		
		(ii)	Note whether receipts have been taken for all blank muster rolls issued.		

		(iii)	Have all completed muster rolls been accounted for? (W.D.Manual, Para 4.015)		
37			Is the register of Field, Level and Note Books properly maintained?		
38			Is the register of bench marks properly posted and up to date?		
39		(i)	Is the register of contract agreements up to date?		
		(ii)	Has the S.D.O. in any case accepted tenders beyond his powers of sanction?		
40			Is the register of contractors maintained up to date?		
41		(i)	Is the register of books of references maintained?		
		(ii)	Are the books corrected up to date?		
		(iii)	Note the number of last correction slip posted in each book.		
42			Is the register of buildings properly maintained and posted up to date? (W.D.Manual, Para.3.068 & Appendix 3.10)		
43			Is the rainfall register properly maintained?		
44			Are the schedule of rates and the road metal book corrected from time to time and kept up to date? (C.P.W.A. Code, Para 10.6.13 and 7.4.4)		
45			Is the register showing the periods of incumbency of S.D.Os, Sub-Divisional Clerks, Section Officers and Store Keepers posted up to date?		
46		(i)	Is the register of sanctioned estimates and requisitions properly maintained?		
		(ii)	Has the S.D.O. sanctioned any estimates beyond his powers of sanction?		
		(iii)	Have dates of starting and closing the works been noted against each item?		
47			Is the register of security deposit maintained?		
48			Is the register of encroachments on W.D. land maintained?		

(7) MODE OF PREPARATION OF ESTIMATES							
49	(a)	Have the files of repairs estimates been examined with special reference to the system under which estimates for annual repairs prepared in the case of canals, embankments etc.?					
	(b)	(i)	Is the system of preparation of repair estimates suitable?				
		(ii)	Does it, in the case of buildings provide for renewals at suitable intervals?				
	(c)	Are estimates arranged methodically?					
	(d)	(i)	Are estimates prepared with correctness and care?				
		(ii)	Delays should be brought to notice and the reasons stated.				
(8) STATIONERY AND FORMS							
50	(a)	(i)	Is the register of stationery and forms properly maintained up to date?				
		(ii)	Are the balances checked monthly by the S.D.O.?				
	(b)	(i)	Are the stationery and forms kept under lock and key?				
		(ii)	In whose charge are they?				
(9) RECORDING PLANS							
51	(a)	(i)	Are all drawings and tracings stored properly, protected from damp and damage?				
		(ii)	Is an Index of them kept up to date?				
	(b)	Are certified copies maintained of land plans or straight line plans of all land acquired in the Sub-Division?					
	(c)	Are certified copies of all longitudinal sections and plans of channels kept in the Sub-Divisional office?					

	(d)	Are road metal diagrams properly maintained and up to date?			
(10) OFFICE RECORD AND CORRESPONDENCE					
52	(a)	Are the receipt and despatch register properly maintained and up to date?			
	(b)	(i)	What is the total No. of letters received and issued during the last year?		
		(ii)	Should this number, in your opinion, have been reduced without affecting efficiency?		
	(c)	Is the half margin un-official memorandum in regular use?			
53		(i)	Check the register of service stamps.		
		(ii)	Does the S.D.O. initial entries in this register when a new supply is received and at the end of each month?		
54	Is all index files of circular, order from -				
		(i)	E.E.,		
		(ii)	S.E.,		
		(iii)	C.E.,		
		(iv)	E-in-C,		
		(v)	Secretariat		
		Properly maintained and up to date?			
55	(a)	What is the system of filing?			
	(b)	Are files in bundles or flat?			
56		(i)	Is an Index of cases maintained?		
		(ii)	Is it up to date?		

57			What of the existing records do you consider unnecessary and why?		
58		(i)	Is the register of accounts and records destroyed properly maintained?		
		(ii)	Is it up to date?		
59		(i)	What other registers are kept?		
		(ii)	Can any of them be closed without sacrificing efficiency?		
(11) MISCELLANEOUS					
60		(i)	Are the level land field books of the Sub-Division properly maintained?		
		(ii)	Is it possible to identify the object and locality of each series of observations recorded?		
61		(i)	Has every subordinate in charge of a work or survey issued a note book?		
		(ii)	Is it properly kept? (The E.E. should make a point of inspecting subordinates note books when on tour. The result of such inspection will enable him to reply to this question).		
62			Is an Order Book kept on all important works in progress?		
63	(a)	(i)	Is a complete record of every bridge, culvert & causeway on each road maintained in prescribed Form and kept up to date?		
		(ii)	Have the changes reported in Form-II of the annual inspection report been added therein?		
	(b)		Have the yearly inspections of bridges and culverts been properly carried out and reports submitted? (See Section Officers copies of these reports).		
64		(i)	Is a list of protected monuments maintained?		
		(ii)	Did the S.D.O. inspect all the monuments during the year? (W.D. Manual, Para 3.062)		

65			Have you satisfied yourself that there are no grounds for complaint of work suffering or being delayed or want of issue of drawings to subordinates?		
66		(i)	What steps has the S.D.O. taken to see that the yearly check of Government boundaries has been properly carried out by the section officers?		
		(ii)	Have they been provided with plans in their sections?		
		(iii)	What steps have been taken in the case of encroachments?		
67	(a)		Examine log book of each engine and note whether inspections have been regularly made.		
	(b)	(i)	Are the safety valves on all boilers kept locked?		
		(ii)	Is the key in the S.D.O.'s charge?		
68			Have you satisfied yourself that there are no complaints on the part of the S.D.O. as to the audit of his accounts, etc?		
69		(i)	Have the transfer reports of subordinates been carefully checked in the Sub-Divisional office with their previous reports of the same sections?		
		(ii)	Has action been taken to deal with any shortage that has been reported?		
		(iii)	If not, enter the S.D.O.'s explanation.		
70		(i)	Are there any points noted in last inspection report of the E.E. or A.G. which have not received proper attention?		
		(ii)	If so, state the S.D.O.'s explanation.		
71			Are there any other point suggested by the inspection of books and records which the E.E desires to remark?		

APPENDIX-4.15
(See paragraph 4.117)

Accountant General's Audit and Inspection

1. The Accountant General M.P. carries out a check of the monthly Accounts of the Divisions and Sub-Divisions of the three departments viz. W.R.D., P.W.D. and P.H.E.D. He arranges for the Test Audit and Local Inspection of the initial accounts of Divisional and Sub-Divisional Offices in order to verify the accuracy of the figures with reference to the original records and ensure proper up-keep of the registers and records on the basis of which the accounts have been prepared and submitted to the Accountant General.

AUDIT

2. The monthly check of the Divisional monthly Accounts is known as "General Audit". The deficiencies found in the up-keep of the accounts are intimated to the Divisional Office through Audit Notes and statement of objectionable Items (SOIs.). These contain all objections of a trivial nature and miscellaneous observations and enquiries etc on minor matters, which the Executive Engineer is competent to deal with finally and which are not important enough to be brought to the notice of the higher authorities.

PERIODICAL INSPECTION

3. The audit conducted during the inspection of a Divisional Office is known as "Local Audit". Each Division will be inspected periodically at least once in a year by the A.G. The duration of such inspection of a Division is ordinarily 7 to 10 days depending on the requirement.

4. The Accountant General sends intimation in advance about the specific dates on which the inspection would commence to the concerned Division. On receipt of such intimation, the Executive Engineer should arrange to keep all the relevant records and documents ready for the inspection party. Important documents like service books, contract agreements etc. should be produced only after obtaining the written requisition and acknowledgement from the Inspection Officer. A list of various records usually examined during the Local Audit is given as annexure-A.

5. The Inspection Officer is authorized to inspect any book and other relevant documents relating to transactions to which his duties in respect of the audit extend. It is, therefore, the responsibility of the Executive Engineer to produce to the Audit Officer all the initial accounts and other records promptly. Where some of the records can not be produced owing to certain unavoidable circumstances, the Executive Engineer should satisfy himself with the reasons of their non-production. He should make special efforts to produce those records which were not produced to the audit at the time of previous inspections. In case the Executive Engineer is unable to produce some of the records, he should bring the fact to the notice of higher authorities for orders.

6. The result of the Local Audit are communicated through Inspection Report, drawn in three parts as below:-

Inspection Reports

Part I- It includes:-

- (a) Introduction;
- (b) Outstanding objections from previous reports. (In this part, all old outstanding objections are reproduced in full, every alternate year along with up-to-date position. This is done to bring the outstanding paras. pointedly to the notice of all concerned for facility of watch and expeditious disposal). The old outstanding objections are to be replied separately through the respective old inspection reports, which should not be treated as closed till all the objections are settled.
- (c) Schedule of persistent irregularities.

Part II- Contains two sections A and B, Section 'A' includes:-

All important irregularities i.e. irregularities involving, recoveries, questions of violation of principles, losses etc. Section B contains, irregularities, though not major, the Audit wants to bring to the notice of higher authorities.

Part III- is a test audit note containing minor irregularities to which a schedule is attached to show the items settled on the spot. The procedural irregularities in respect of which the Divisional Officer has given assurances for following the correct procedure in future are also noted in this Schedule. (Although the test audit note has been termed as part III of the Inspection Report, the Test Audit Note objections are not included in the Inspection Report).

Removal of Objections

7. The results of audit are communicated to the Executive Engineer in the form of Inspection Report. The responsibility for having the objection removed and their prompt settlement will devolve upon the Executive Engineer. An audit objection is usually removed by obtaining the requisite sanction, by making the necessary recovery, by correcting or completing the relevant account or voucher, or by furnishing the necessary documents or information or by otherwise securing compliance with the provisions of a specified rule.

8. Audit Inspection Reports should be promptly dealt with by the Divisional Officers at the initial stage so that the contingency of reporting on any point or para. The Public Accounts Committee does not arise due to the neglect or delay in reply. The following procedure is suggested for disposal of the Inspection Reports:

Procedure in Divisional Office

9. The Inspecting Officer issues rough Audit Notes to the Division for verification of the factual accuracy of the objections taken by him during the course of inspection. These rough audit notes should not be dealt with in a casual manner. These should receive prompt attention and the replies there to should be based on the personal

knowledge of the Executive Engineer. Where necessary the explanation, reply of a subordinate should be passed on with remarks after checking its correctness. Where the objection can be got settled by obtaining the requisite sanction, by making necessary recovery, by correcting or completing the relevant account or voucher, by furnishing the required documents or information or by otherwise securing compliance of provisions of a specific rule, the Executive Engineer should endeavor to get these settled before the inspecting party leaves his Division. No other officer except the Executive Engineer of the concerned Division can reply and sign on behalf of Executive Engineer unless specially authorized.

Discussions with Inspecting Officer

10. The draft report is discussed with the Executive Engineer by the Inspecting Officer before submitting the same to the Accountant General to explain his view point specially in the case of objections contained in part II of the Report. The Executive Engineer should avail of this opportunity and should record his remarks against each para in specific and unambiguous terms there by either accepting or refusing the factual accuracy of the objections/points raised by the Audit. This would help the Audit to appreciate the Department's point of view and may eventually be helpful in settling most of the objections in the initial stage itself.

11. During the inspection, if certain important financial irregularities are noticed which prima facie would be considered in the Audit Office for being developed to the stage of draft para. of the Audit Report, the same should be taken up immediately by the Executive Engineer for thorough examination. A chronological history of such case should be recorded in a separate register and the connected documents should be collected and kept in the personal custody of the Executive Engineer so that, such important cases, are not lost sight of and effective and prompt action is taken from time to time. At the time of his transfer the Executive Engineer should mention the up-to-date position of all such cases in his-charge-report.

12. In the intimation memo. about the inspection, the Inspection Officer mentions that the Executive Engineer should keep ready the replies to the outstanding paras. In the pending Inspection Reports along with the relevant records for personal discussion, with the Inspecting Officer for settlement of as many objections as possible. The old Inspection Reports should be discussed with the Inspecting Officer and the results of such discussions should be recorded. This should not be left to the Accountant or other sub ordinates, as it would retard the chances of effecting settlement of the old outstanding objections. The objective should be to, settle as many cases as possible.

13. The Executive Engineer should take up the discussions relating to the items brought by the Inspection Officer from the very start of the Inspection. It is not advisable to postpone it to the fag end of the Inspection, because very little time is left for holding any constructive and effective useful discussions and achieving the desired results of settling the objections on the spot. The records required for production to Inspection party in connection with the old paras. should be collected in advance and kept ready duly referenced and flagged. This will save lot of time and irritation to the Audit party.

Control Register

14. A control Register should be maintained in the Divisional Office in the form given as Annexure- B so as to keep watch on the disposal of the Inspection reports. The following instructions should be followed :-

- (i) A separate page should be set apart for noting down the position of each Inspection Report.
- (ii) The Register should be closed every month with the abstract as shown in Annexure-C.
- (iii) The register should be reviewed by the Executive Engineer every month, while submitting the register, the Divisional Accountant should record a certificate that reminders wherever due have been issued to the Assistant Engineers/Superintending Engineer/Chief Engineer.
- (iv) Following procedure should be followed with regard to indicating and calculating the number of paras., sub-paras. of the inspection reports in the Register :-
 - (a) The number of sub-paras. in each para. should be shown against the serial number of paras. of the Report. A para. having no sub-para. should be treated as one sub-para. Thus it should show the number of items which require action.
 - (b) Any sub-para dropped subsequently, be distinctly exhibited and the balance of their totals worked out.
 - (c) An abstract showing the position of sub-paras. outstanding from time to time should be distinctly exhibited and the balance of their totals worked out.
- (v) The positioning of the sub-para. outstanding from time to time as worked out in the Divisional Office Control Register should be reconciled with a similar Control Register maintained in the Audit Office. The items of objections recommended by the Inspecting Officer to the Accountant General for being dropped should not be mistaken by the Divisional officer as actually dropped. These continue to be outstanding in the Audit Office Control Register till the recommendations of the Inspecting Officer are accepted. The actual position of the outstanding paras. should be watched by the Executive Engineer from subsequent rejoinders received from the Accountant General.
- (vi) The disposal of Audit Notes and Test Audit Notes and SOIs should be watched through a Progress Register, which should be maintained in the same manner as laid down Annexure-D.

Time Limit For Disposal

15. The Audit Notes, Test Notes and the Statement of objectionable items are dealt with directly in the Divisional Office and should be returned to the Audit Office within a month from the date of their receipt.

16. The Inspection Report (with one spare copy) is received from the Audit Office for reply and return (except first reply) through the Superintending Engineer. The replies to the original Inspection Report should reach the Audit Office within 8 weeks and to the subsequent rejoinders within 4 weeks from the date of their receipt in the Divisional Office. If the maximum period mentioned above is exceeded the E.E.

should give a brief but complete explanation for the delay, at the end of the reply to Audit Notes /Inspection Report. If a S.D.O. has contributed to the delay, his name should be mentioned.

17. The Divisional Accountant shall be responsible for maintaining the control registers and putting up the same every month to the Executive Engineer. He is also responsible for an early settlement of audit paras.

Procedure in Circle Office

18. The audit office sends an advance copy of the Inspection Report to the Superintending Engineer, with specific mention of important items concerning serious irregularities and lapses requiring special attention for prompt action. The Superintending Engineer should take necessary steps to obtain the final settlement of the items. Where required, he should himself take up the items of the report with the higher authorities. He should keep the Accountant General fully informed in respect of cases regarding which reports have been sent to Chief Engineer/Government while transmitting replies to the Audit on the original Inspection Reports, as well as Rejoinders. The Superintending Engineer should examine the explanation offered against each para. by the Executive Engineer and express his independent opinion. Where the para. envisages completion of Divisional/Sub-Divisional records and submission of certain documents/records to the Audit, the Superintending Engineer should ensure that the needful is done by the Executive Engineer with the least possible delay.

ANNEXURE-A

List of various records which are examined by Audit during local inspection

1. Cash book.
2. Cash Balance Report.
3. Register of sale of tender forms.
4. Register of tenders.
5. Cheque counterfoils and receipt books.
6. Remittances made in the Bank/Treasury.
7. Subsidiary Cash book.
8. Acquaintance Rolls and T.A. Bills.
9. Imprest Accounts.
10. Register of contingencies.
11. Stock Accounts.
12. T & P Accounts.
13. Workshop Accounts.
14. Road Metal Accounts.
15. Manufacture Accounts.
16. Transfer Entries Book.
17. Register of Property Accounts.
18. Register of Land, Buildings and Rent.
19. Register of Immovable and Landed properties.

20. Register of Miscellaneous Recoveries.
21. Register of Letter of Credits.
22. Register of Transfers awaited.
23. Register of Miscellaneous sanctions.
24. Register of ATD/ A TC and AG Memos.
25. Register of Deposits.
26. Register of Cash Settlement Suspense Accounts.
27. Register of Interest Bearing Securities.
28. Post office saving Pass Books.
29. Register of Purchases.
30. Register of Miscellaneous P. W. Advances.
31. Schedule of Rates.
32. Register of Duplicate keys of cash chests etc.
33. Register of Muster Rolls.
34. Log Books.
35. Records relating to works.
36. Work charged Establishment Pay bills.
37. Measurement Books.
38. Register of review of measurement books by the Divisional Accountant.
39. Standard Measurement Books.
40. Tenders and comparative statements and contract agreements.
41. Work orders and Register of work orders.
42. Supply orders and Register of Local Purchases.
43. Contractors Ledger.
44. Register of Contractor's Bills.
45. Works Abstract.
46. Register of Works.
47. Material at Site Accounts.
48. Register of Sanctioned Estimates.
49. Service Books.
50. Work charged Provident Fund Accounts.
51. G.P.F. Accounts of Class IV Staff.
52. Overtime allowance claims.
53. Budget estimates.
54. Incumbency Register.
55. Register of Expenditure on demolition restoration, etc.
56. Rush of expenditure during March.
57. Recovery of water rates.
58. Control Register of A.G.'s Objections given in Annexure B. C. and D.
59. Register of Check Measurements.

(Reference Para 14)

[illegible]

ANNEXURE-C

Reference – Para 14 (ii)

Abstract of the control Register to be maintained in the Division Office

[illegible]

Reference Para .14(VI)

Divisional Office for disposal of Audit Notes, Test Audit Notes and S.O.Is.

[illegible]

APENDIX 4.16

(See Paragraph 4.122)

Form of Agreement when an Advance is made to A Single Cart man

I.....Sonof.....resident of
.....Village.....Tahsil.....D
istrict.....in consideration of an advance of Rs.and
cost of transport of Rs.received by me this day from the
E.E.Division, by the hand of.....,do hereby bind myself
as follows :-

- (i) I will arrive at.....(Place) with my carts and bullocks or buffaloes as shown against my name in good condition and be ready to commence work ofthere withindays of the date of this agreement.
- (ii) I will arrive stay on the said work for a period offrom the date of this agreement and shall maintain my cart and bullocks or buffaloes as shown against my name in good condition.
- (iii) I will carry out such carting works as may be entrusted to me by the S.D.O..... Sub-Division, in accordance with the specification as may be prescribed by him.
- (iv) I will accept payment for carting done by me, weekly, fortnightly or at such intervals as the said S.D.O. may determine and at the rate specified in the schedule below:-

SCHEDULE

S. No.	Description of materials	Unit	Lead	Rate	(1)
(2)	(3)	(4)	(5)		
(1)					
(2)					
(3)					
(4)					

(5)

For any material or lead not specified in the Schedule, will accept such rate as may be fixed by the S.E. from time to time. (v) If I fail to act in accordance with clause (ii) or clause (iii), I agree to refund the cost of transport of Rs.....paid to me.

- (vi) The above mentioned advance shall be recoverable from any money I may earn for carting done in
.....
- (vii) If any balance of the above mentioned advance and the cost of transport should remain due from me at the expiry of the aforesaid period, I will pay such balance in one lump sum or failing such payment I will, if required, remain on said work until such balance has been fully paid up .
- (viii) As a security for the advance and the cost of transport received, I pledge my carts and bullocks or buffaloes as shown against my name and if I should fail to arrive at the work by the date agreed upon or should leave it at any time before the above mentioned advanced is fully paid up then I agree that first my cart, or carts, and if the then my bullocks or buffaloes shall be liable to be sold and the sum due, may be made good by the sale- proceed of the same.
- (ix) The whole of advance and the cost of transport or any part of it remaining unpaid shall be recoverable as if it was an arrear of land revenue.
- (x) The decision of the E.E. upon all questions, claims, matters etc. arising out of, or relating to, this agreement shall be final, conclusive and binding on each of us.

Date this.....day of.....19.....

Witness

Signed.....

Witness

APPENDIX- 4.17

(See paragraph 4.122)

Form of Agreement when an Advance is made to a Group of Cart men

We, the undersigned residents of Village.....Tehsil..... District..... jointly and severally acknowledge that we have severally received the advance and costs of transport noted against our names and severally acknowledged by us on the back hereof from the E.E.Division, by the hand of..... and in consideration of these advances, we severally bid ourselves as follows:-

- (i) Each one of us will arrive at(place) with his cart and bullocks or buffaloes as noted against each one of us in good condition and be ready to commence work of..... there within.....days of the date of this agreement.
- (ii) Each one of us will stay on the said work for a period of.....from the date of this agreement and shall maintain his cart and bullocks or buffaloes as shown against his name in good condition.
- (iii) Each one of us will carry out such carting work as may be entrusted to him by the S.D.O..... Sub-Division, in accordance with the specification as may be prescribed by him.
- (iv) Each one of us will accept payment for carting done by him weekly, fortnightly or at such intervals as the said S.D.O. may determine and at the rates specified in the schedule below:-

SCHEDULE

Description of materials	Unit	Lead	Rate
(1)	(2)	(3)	(4)
(1)			Rs
(2)			
(3)			
(4)			

For any material or lead not specified in the schedule, each one of us will accept such rate as may be fixed by the S.D.O. from time to time.

- (v) If any one of us fails to act in accordance with clause (ii) or clause (iii) he shall refund the cost of transport of Rs. paid to him.
- (vi) The advance noted against each one of us shall be recoverable from the person to whom it has been advanced from any money he may earn for carting done in.....

- (vii) If any balance of an advance or cost of transport should remain due from any of us on the expiry of the aforesaid period, the person by whom such balance is payable shall pay it in one lump sum or failing such payment, shall, if required, remain on the said work until the balance has been fully paid up.
- (viii.) As a security, for the, advance and the cost of transport received, we pledge our carts and bullocks or buffaloes as shown against our names and if any one of us should fail to arrive at the work by the date agreed upon or should leave it at any time before the above mentioned advance is fully paid up, then first his cart or carts, and if the sale proceeds of these do not cover the sum due then his bullocks or buffaloes as shown against his name shall be liable to be sold and the sum due made good by the sale proceeds of the same.
- (ix) The whole of the advance and the cost of transport of any part of it remaining unpaid or due shall be recoverable as if it were an arrear of land revenue.
- (x) The decision of the E.E. upon all questions, claims, matters, etc., arising out of, or relating to, this agreement shall be final, conclusive and binding on each of us.

We further jointly and severally bind ourselves that in the event of any of us failing to arrive at the work by the date agreed upon, or leaving it before the expiry of the above mentioned period, the remainder of us shall be responsible for the payment of the whole of the balance due by him.

Date this.....day of.....19.....

Signed.....

Witness.....

Witness.....

SNo.	Name,Parentage	Residence	Amount received		No.of carts pledged	No.of bullocks or buffallows pledged	Signature
			Advance	Cost of transport			
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

Witness

Witness

APPENDIX 4.18

(See paragraph 4.122)

Form of Agreement when an Advance is made to a Single Workman.

I.....son of.....resident
of.....village.....tehsil.....District..... in
consideration of advance of Rs..... and traveling expenses of
Rs..... received by me this day from the E.E.....
Division, by the hands of.....do hereby bind my self as follows:-

- (i) I will arrive and ready to commence work of within
.....days of the date of this agreement.
- (ii) I will stay on the said work for a period of from the date of my
arrival.
- (iii) I will carry out such work as may be entrusted to me by the
S.D.O.....Sub-Division, in accordance with the specification as
may be prescribed by him.
- (iv) I will accept payment of wages for work done by me weekly, fortnightly or at
such intervals as the S.D.O. may determine and at current schedule of rates or
such other rates as may be fixed by the S.E.....from time
to time.
- (v) I will be responsible for the safe custody and return in good condition
(reasonable wear and tear excepted) of any tools issued to me for the
performance of my work under this agreement. I will produce the tools when
required by the S.D.O. or any other officer for inspection. If I fail to do so, the
cost of the tools, which shall, be determined by the KE. shall be treated as an
advance given to me and be recoverable from me as hereinafter provided.
- (vi) If I fail to act in accordance with clause (ii) or clause (iii) I agree to refund the
traveling expenses of Rs.....paid to me.
- (vii) The above-mentioned advance shall be recoverable from any money, I may
earn for work done in.....in such installments as the S.D.O. may fix
or direct.
- (viii) If any balance of the above mentioned advance should remain due from me on
the expiry of the aforesaid period, I will pay such balance in one lump sum, or
failing such payment, I will, if required, remain on the said work until such
balance has been fully paid up.
- (ix) The whole of the advance and the traveling expenses or any part thereof
remaining unpaid shall be recoverable from me as an arrear of land revenue.
- (x) The decision of the E.E. upon all questions, claims, matters or things
whatsoever in any way arising out of, or relating to this agreement shall be
final, conclusive and binding on me.

Dated this.....day of.....19.....

Signed.....

Witness.....

Witness.....

APPENDIX 4.19
(See paragraph 4.122)

Form of Agreement when an Advance is made to a Group of Workmen

We, the undersigned, residents of village.....Tehsil.....District jointly and severally acknowledge that we have severally received the advances and traveling expenses noted against our names and severally acknowledge by us on the back hereof from the E.E..... Division, by the hand ofand in consideration of these advances we severally bind ourselves as follows:-

- (i) Each one of us will arrive at (place) and be ready to commence the work ofwithin.....days of the date of this agreement.
- (ii) Each one of us will stay on the said work for a period offrom the date of his arrival.
- (iii) Each one of us will carry out such work as may be entrusted to him by the S.D.O..... Sub-Division in accordance with the specification as may be prescribed by him.
- (iv) Each one of us will accept payment of wages for the work done by him weekly, fortnightly, or at such intervals as the S.D.O. may determine and at the current schedule of rates or at such other rates as may be fixed by the S.E.....from time to time .
- (v) Each one of us will be responsible for the safe custody and return in good condition (reasonable wear and tear excepted) of any tools issued to him for the performance to his work under this agreement. Each one of us will produce the tools when required by the S.D.O. or any other officer for inspection. If he fails to do so, the cost of the tools, which shall be determined by the E.E. shall be treated as an advance given to him and be recoverable from him as hereinafter provided.
- (vi) If any of us fails to act in accordance with clause (ii) or clause (iii) he shall refund the traveling expenses of Rs.....paid to him.
- (vii) The above mentioned advance shall be recoverable from any money we may earn for work done inin such installments as the S.D.O. fix or direct.
- (viii) If any balance of the above mentioned advance should remain due from any one of us on the expiry of the aforesaid period, the person by whom such balance is payable shall pay it in one lump sum or failing such payment , he shall if required, remain on the said work until such balance has been fully paid up.
- (ix) The whole of the advance and the traveling expenses or any part thereof remaining unpaid shall be recoverable from us jointly and severally as an arrear of land revenue.
- (x) The decision of the E.E. upon all questions, claims, matters or things whatsoever in any way arising out of or relating to this agreement shall be final, conclusive and binding on each of us.
- (xi) We further jointly and severally bind ourselves that in the event of any of us failing to arrive at the work by the date of agreement, or leaving it before the expiry of the above mentioned period, the remainder of us shall be responsible for the payment of the whole balance due by him.

Dated this.....day of19.....

Witnesses:-

(1)

(2)

Signed:-

(1)

(2)

(3)

(4)

S.No.	Name, parentage	Residence	Amount		Signature or thumb mark
			Advance	Traveling expenses	
(1)	(2)	(3)	(4)	(5)	(6)

APPENDIX 4.20

(See paragraph 4.127)

List of Irregularities in Sub-Divisional Accounts

Irregularities regarding vouchers Natures of irregularities

Want of signature

1. Payee to receipt.
2. Responsible disbursing officer to voucher.
3. Payee to acquaintance roll.
4. S.D.O. in part II of the bill (Form 25)
5. Contractor in Part II of the bill (Form 25)
6. S.D.O. to Part III of the bill (Form 26)
7. Contractor to Part III of the bill (Form 26)
8. Contractor in token of acknowledgement of the debit to his account.
9. Officer receiving the contents.
10. Subordinate maintaining the muster roll in Part III.

Want of initials to correction

11. Of responsible disbursing officer in total of bill.
12. Of responsible disbursing officer in receipt.
13. Of payee in receipt.
14. Of payee in total bill.

Want of other particulars

15. Amount received in words.
16. Words "in final settlement of all demands" payment being final.
17. Words "in final settlement of all demands" by the S.D.O., the payment being final and the payee unable to sign.
18. Description of work done or materials supplied not fully detailed.
19. Quantity of work done or materials supplied not fully entered.
20. Rates of work done or materials supplied not entered.
21. Unit not entered.
22. Particulars of amount remitted not noted.
23. Memo at foot note not completed.
24. Reasons for the non-payment of the muster roll by the S.D.O. himself not given.
25. Payment not attested, the payee having signed by a mark or seal.
26. Payment not sufficiently attested, the payee having signed by a mark or seal.
27. Payment not attested, the payee being unable to write anything beyond the name.
28. In vouchers written in Hindi, the amounts are not noted in English also.
29. Thumb impression not attested.
30. Name of payee not noted against thumb impression.

31. Thumb mark not stated to be of the left hand.
32. Date of journey not noted.
33. Time of departure and arrival not given.
34. Purpose of journey not stated.
35. Labour agreement not attached to the voucher.
36. Correction in the above to be attested by the party concerned.
37. Number and date of voucher on which pay remained undisbursed.

Discrepancies

38. Details do not work up total.
39. Amount entered does not equal quantity multiplied by rate.
40. Value of work done up to date, total of sub-heads differs from work done as per last certificate plus work done since last certificate.
41. Details not correctly brought forward from last bill.
42. Amount in writing and amount in figures differ.
43. Total of bill incorrectly expressed in words.

Miscellaneous

44. The receipt is not signed by all parties to the contract.
45. Receipt not signed by attorney as attorney or representative character not duly set forth.
46. Erasures or corrections improperly made. (The incorrect figures should be scored through neatly and the correct figures entered above them).
47. Signature by 'fascimile' stamp or pencil cannot be accepted.
48. Signature illegible.
49. The amount acknowledged by the payee does not include value of stock and materials etc. supplied or other recoveries.
50. The voucher sent is a copy and not the original receipt of the payee.
51. Voucher not stamped payment being over Rs.500.
52. Entries in memo of payment should be as corrected in pencil.
53. Pay order incorrect. The net amount to be paid only should be entered in the pay order.
54. Reference of the authority conveying the sanction to the charges should be noted.
55. The voucher should bear a certificate of payment (as paid Rs.....) instead of a pay order.

Information required

56. Allocation not given. The particular sub-head and name of work should be clearly indicated.
57. Number and page of measurement book.
58. Date of taking measurements.
59. Name of officer taking the measurements.
60. Authority for appointment.
61. Period to which claim relates.
62. Name and designation of person receiving the materials.
63. Name of work to which work relates.
64. Cash book voucher number and month of last payment.

65. Detailed bill showing the quantity and description of work done or materials supplied.
66. Designation of payee.
67. Note and check of railway receipt with railway tariff.
68. Number and year of agreement.
69. Number of receipt issued for the cash receipt.
70. Payment made by more than one cheque.

Future Guidance

71. Reason for cash payment should be noted in the voucher.
72. The space intended for work abstract in the memorandum of payment not completed.
73. Voucher should be in form No.24.
74. Voucher should be in form No.25.
75. Voucher should be in form No.26.
76. Voucher should be in form No.27.
77. Voucher should be in form No.28.
78. Voucher should be in form No.29 (Pay bill for work establishment).
79. Voucher unnecessarily stamped, payment being for Rs. 500 and under.
80. Failure to enter cash book number on Voucher.
81. Failure to enter name of contractor on document of bill.
82. Absence of date in bill.
83. Absence of date of receipt or acknowledgement.
84. Absence of date of payment below the signature in Acquaintance Roll/Pay bill.
85. Total of bill not expressed in words.
86. Absence of place of payment.
87. Absence of the certificate of the disbursing officer in case of illiterate payee.
88. Name of the work not in accordance with the sanctioned estimate.
89. Voucher prepared in manuscript.
90. Thumb impression not legible.

Irregularities regarding measurement books

91. Name of officer to whom issued not noted.
92. Date of first entry not noted.
93. Date of last entry not noted.
94. Index not filled in or completed.
95. Fly-sheets not attached before each set of measurement nor the particulars there of noted in the book itself.
96. Certificate of record of measurements by the subordinate taking the measurements not given.
97. Certificates of record of measurements should be in ink.
98. Measurements not countersigned by the S.D.O.
99. Absence of date in initial or signature of the officer concerned.
100. Overwritten figures should be substituted in fresh ones and the corrections attested by the responsible officer.

101. Corrections improperly made. The incorrect figures should be scored through neatly and the correct figures written above the same and the correction attested.
102. Cubical contents or area first entered in pencil and then inked over. This is irregular. The inked figures should be replaced by fresh ones and the correction attested.
103. Erasures are prohibited and should be explained.
104. Blank pages should not be left. If left reasons should be given.
105. Reasons for leaving pages blank not countersigned by S.D.O.
106. Reference to cash book voucher number and date with which the measurements have been paid not given.
107. Pencil figures has been inked over. These should be written in ink.
108. Corrections not attested.
109. Signature of contractor is wanting at the end of measurement.
110. Reference to the last set of measurements recorded not given by the officer taking the measurements.
111. Payment order not signed.
112. Pay order not dated.
113. Contractor's full name not written below his signature.
114. Reason for canceling measurements not recorded.
115. Reference to agreements not quoted at the beginning of the measurements.
116. Entries not crossed off.
117. Pay order not recorded.
118. Thumb marks not attested.
119. Certificate of "measurements accepted by me" over the contractor's signature not obtained.
120. Certificate of "calculations made by me" not recorded.
121. Page number is torn out or missing.
122. Details of measurements not recorded.
123. Memorandum of payments not completed.
124. Certificate of "calculations checked by me" not recorded.

APPENDIX 4.21

(See Paragraph 4.157)

List of Minor Works Undertaken During the Financial Year 19...

Note: - This should be submitted to the Works Department Secretariat on the 20th July in duplicate. Works costing Rs.500 and below should be grouped together and shown in one item.

Serial No.	Name of Work	Amount of sanctioned estimate	Expenditure to end of the previous year	Net allotment sanctioned during the year	Expenditure during the year	Saving (-) or Excess (+)	Brief explanation for saving or excess	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	TOTAL							

- (a) Total net amount of assignment at the disposal of the Commissioner or Head of Department during the year.
- (b) Total expenditure
- (c) Saving or excess

.....
Signature of Head of Department

[Chap. IV]

APPENDIX 4.22

(See Paragraph 4.143)

Letter of Credit

OFFICE OF THECIRCLE.....MEMO No..... DATED.....

To,

The Agent, State Bank of India,

The Treasury Officer,

.....

I do hereby authorize the Executive Engineer Division
to draw cheques up to a (further) limit of Rs.(Rupeesonly) for the year
.....

Taking into account the (progressive) limits of Rs fixed under letter or credit No. dated
..... his revised limit of drawal is thus fixed at a total sum of Rs.
(Rs.only) up to which amount cheques drawn by him during the year may be honoured.

The cheques drawn by him from 1-4-19shall be covered within the limit fixed above.

Superintending Engineer

.....

Endt. No.

Dated

1. Copy forwarded to the Chief Engineer, Department for information.

(i) Total amount previously authorised Rs.

(ii) Amount authorised under this letter number Rs. Total Rs.

2. Copy To the Executive Engineer, for information and necessary action with reference to his memo No. dated

3. The details of up to date L.O.C.'s. issued is as under :-

Serial No.	Grant number and Head of account	L.O.C. previously issued (Rs. in Lakhs)	L.O.C. now issued (Rs. in Lakhs)	Total L.O.C. issued (Rs. in Lakhs)
(1)	(2)	(3)	(4)	(5)

The expenditure should be limited to the tune of L.O.C. issued as above.

Superintending Engineer

.....

.....

Form of Working Out Hourly Use Rate

1.	Name of machine and code No.	..
2.	Population	..
3.	Year of purchase	..
4.	Purchase cost	.. Rs,
5.	Present cost	.. Rs.
6.	Life in year	..
7.	Cost of Tyre tubes	.. Rs.
8.	Life of tyre tubes	..
9.	Appreciated value	.. Rs.
10.	Scrap value	.. Rs.

A. Departmental Rate :

I.	Depreciation of machine (appreciation value/purchase value minus 10% scrap value)	
	Life in Hours	.. Rs.
		.. Rs.

II. Proforma reserve (240% of depreciation)

III. Tyres and Tubes :

(i) Depreciation of tyres and tubes (cost/life)

(ii) Repair provision (15% of tyre and tube depreciation) .. Rs.

.. Rs.

Total .. Rs.

IV. Consumables :

1. Fuel

(litre/hour at Rs. _____ /lit)

Rs.

2. Lubricants

Rs.

(at 40% cost of fuel)

3. Filter battery, wire rope, etc.

(at 10% of cost of fuel)

Rs.

(miscellaneous Sundries at 25% of fuel)

Rs.

Total cost of consumables

Rs.

V. Crew charges :-

1. Foreman

.. Rs.

2. Operators

.. Rs.

3.	Mechanic	.. Rs.
4.	Helper	.. Rs.
5.	Watchman	.. Rs.
6.	Field recording staff	.. Rs.
7.	Electrician	.. Rs.
8.	Fitter	.. Rs.

Add 20% Allowances for T.A, D A, C P F, G P F, etc. Rs.

Total cost of consumables Rs.

ABSTRACT :-

1.	Depreciation	.. Rs.
2.	Proforma reserve	.. Rs.
3.	Tyre and Tubes	.. Rs.
4.	Consumables	.. Rs.
5.	Crew Charges	.. Rs.

Total .. Rs.

Add 10% overhead charges .. Rs.

Total hourly rate, for departmental works .. Rs.

B. Additional Charges for Commercial Use :-

- | | |
|--|--------|
| 1. Establishment charges on account of regular establishment of department at 12.5% hourly use rate. | Rs. |
| 2. Intrest charges at 12.5% | .. Rs. |
| 3. Tools and Tackles at 1.5% of deptt. hourly rate. | Rs. |
| 4. Audit and Account at 1% | .. Rs. |
-

Total cost of consumables Rs.

Idle Charges :-

- | | |
|--|--------|
| 1. Depreciation at 50% due to obsolence. | Rs. |
| 2. Crew Charges | .. Rs. |
| 3. Interest Charges | .. Rs. |
-

Total .. Rs.

Chief Engineer, E/M

.....

Department

- Note :- (1) The current use rates for, machinery should be prepared, adopting approved life tables and scaling of provision of repairs etc.
- (2) In order to prevent loss to the state, when machinery is loaned to the contractors and others, the original, book value of the machines remaining uncharged in the books, assumed but realistic book value for the purposes of calculation of depreciation and proforma reserve at 75% of the replacement value should be adopted.
- (3) Fuel consumption of various machines should be adopted based on actual consumption basis and provision for lubricants at actual should be made at 40% of fuel costs.
- (4) To encourage fullest utilisation and discourage idling of equipment the following idle charges should be worked out and levied for the period of short utilisation (minimum utilisation accepted minus the actual utilisation).

STIPULATED MINIMUM UTILIZATION				
	For Departmental and other Government works	For contractor and Semi Government bodies	For Departmental and other Government works	For contractor and semi Government bodies
	(1)	(2)	(3)	(4)
(1) Daily	5	7	100	140
(2) Monthly	125	150	2500	3500
(3) Per season	1000	1000	20000	20000

- (5) No. idle charges are to be recovered for Sundays/weekly off-days and for any day declared as holiday for the E & M formation or when the machine is out of order for more than 4 hours during a shift of 8 hours duration due to repairs for defects in machine.

(See Paragraph 5.028)

FORM OF HANDING OVER NOTE OF MACHINES / EQUIPMENTS

1. Name of Machine
Scraper/Dozer/Tractor etc.
2. Make and Model
.....
3. Project No. / Registration No.
.....
4. Name of Driver/Operator
.....
5. His pay at Rs. P.M., D.A. at Rs.
.....
A.D.A. at Rs. etc.
6. Name of Division/Sub-Division from which the vehicle being transferred.
..... Place Date
7. Hour/Km meter reading
.....
8. Engine Make S. No.
.....
9. Cassias S. No. Year
.....
10. Fuel Pump S.No. make
.....year.....
11. Condition of the following :-
 - (a) Engine working order/Under repair.
 - (b) Transmission assembly Working order/Under repair.
 - (c) Chasis Assembly
 - (d) Blade assembly/Scraper body/Accessory drive
12. Instrument panel :-
 - (a) Hour/Kilometer assembly
 - (b) Oil pressure gauge
 - (c) Oil temperature gauge

- (d) Water temperature gauge
- (e) Air pressure gauge
- (f) Ampere meter
- (g) Transmission gauge (i) Oil pressure
- (ii) Temperature
- (h) Tachometer/ROM gauge

13. Condition of Electric fittings :-

- (a) Battery make S.No. (i) Volts
.....
(ii) (iii) (iv)
.....
- (b) Front light (Right)..... (left)
.....
- (c) Instrument panel
.....
- (d) Back light
.....
- (e) Wiper blade assembly
.....
- (f) Emergency drop Switch
.....
- (g) On/Off light switch
.....

14. Condition of Radiator:

15. Tyres/Chain assembly Make Size
.....
(Right)..... (Left)
.....

16. Whether the following items fitted or not?

- (a) Seat Setting Back rest Side
.....
- (b) Horn Electric/Air
.....

(c) Cut out Assembly

.....

(d) Radiator Cap

.....

(e) Diesel tank cap and jalli

.....

(f) Front glass Rear cabin glass

.....

(Wind screen glass)

(g) Door glass

.....

17. Tools supplied with Machine (List Attached)

.....

18. Fuel/Lubricants issued with machine – (a) HSD

.....

(b) Mobil Oil (c) Break Oil

.....

19. Self starter assembly

.....

20. Dynamo assembly

.....

21. Hydraulic tank cap and assembly

.....

22. P.T.O. Shaft and Cross Assembly

.....

23. Log books

.....

....

24. Registration Card/Fitness certificate

.....

25. Remarks

.....

.....

Handed Over By

Dated Signature of Sub-Engineer

E/M Section.

Taken Over By :-

Dated Signature of Sub-Engineer

Counter Signed By :-

E/M.

Dated Signature of

S.D.O. E/M.

(See Paragraph 5.031)

LOG BOOK FOR EARTH MOVING MACHINES

INSTRUCTIONS

1. The Executive Engineer, Engineer, E & M. shall have all blank log books required for his region under lock and key and maintain a register of receipt and issue as required to be maintained in the Division Office for Measurement Books.
2. Similarly the S.D.O. will keep a record in his office of the issue to the subordinates and operators concerned who handle and keep custody of the books and the machines.
3. Every month on the 5th at the latest, the log book in use should be returned to S.D.O. & E. M's Office who should arrange to complete all the subsidiary records to be filled up from the basic data available in the log books.
4. The logbooks shall be ready for being returned to the machine on the last day of the month so that chronological recording of events in succeeding month could be attended to without any break.
5. Log book should not be removed from machines with out explicit permission and knowledge of S.D.O.E. & M.incharge of the machine.
6. Any inspecting officer of the rank of Executive Engineer or above of the Civil or Mechanical formation is authorised to review the logbook and record his remarks.
7. All completed log books shall be returned to the Division Office and kept under safe custody for reference. Subsequent issues of these books for any purpose shall be done in the same manner as for Measurement Books deposited in the Division Office are dealt with.
8. The service record of the crew shall generally be filled by the Engineering subordinate who is in-charge of the machine at any particular time.
9. The initial record of tools and accessories shall be entered in the first log book in the Divisional Office as per purchase order, in the subsequent log book the list of tools as existing will be mentioned. In the remarks column reference to shortage due to breakage, loss and sanction to write off with number and date shall be mentioned and duly signed by the S.D.O.E. & M. to whom charge of

the machine is transferred. At every change the checking officer and the receiving officer will sign the book in token of having verified the items. In the case of change of operator in every shift a general check up by the two operators at the time of changing of shifts should be made and only when there is any discrepancy in the items and list should the entry in the register be made of such discrepancies and brought to the notice of immediate officer and not otherwise.

10. The operator in-charge of the machine at any shift is responsible to fill all columns in the record of operation from 1 to 17 and shall affix his signature in column 17 in token of his having filled the log book. He shall also be responsible to get the signature of the accepting officer deputed for this work.
11. The recording of field repairs shall be done in the log book by the machine in-charge of the field repairs and attested by him. The operator will sign the book in token of having got the machine attended to and taking it back to works after field repair and trial.
12. The record of new tyre changes shall be filled in by the stores in-charge and signed by the operator and the mechanical subordinate. Same procedure will be adopted in the matter of new wire rope and battery.

[Chap. V]

APPENDIX 5.03

GENERAL INFORMATION

Log Book

Equipment Capacity

Departmental code and S. No.

Date of first entry to the Log Book.

Date of completion

Previous Log Book No.

Subsequent Log Book No.

Note :- Two separate Log Books should be maintained for each item of equipment. One for use in the months of January, March, May, July, September and November and the other for use in the months of February, April, June, August, October and December.

[Chap. V]

APPENDIX 5.03

DATA SHEET

Equipment : Capacity :

Model : Type :

Name and addresses of manufacturers of main :
equipment and auxiliaries.

Name and address of dealer :

Main engine Make Model S.No.

Auxiliary engine..... Make Model S.No.

Tyres :-

Front

Intermediate

Rear

[Size and ply rating number]

Wire Rope –

Type Length

Battery :-

No. Volts Plates

Ampere-Hour Capacity

Recommended Tyre Pressure –

Recommended Air Pressure –

Recommended Lub. Oil Pressure –

Capacities :-

Radiator

Fuel Tank

Engine Sump

Transmission

Fluid Drive

Hyd. Oil Tank
Equipment Length Width Height
Gross weight Axle loads- (a) Empty (b) Laded
.....

Items mentioned here would need modifications to suit the type of equipment. Their purpose is to provide a ready reference to the operating personnel.

APPENDIX 5.03
RECORD OF TRANSFER

Name of Division/ Sub-Division	Date of arrival in Division/ Sub-Division	Signature of E.E./S.D.O.	Date of departure from Division/Sub-division	Signature of E.E.S.D.O.
(1)	(2)	(3)	(4)	(5)

APPENDIX 5.03
SERVICE RECORD OF CREW

Full Name	Designation	Permanent address	Date of appointment in the project	Date of employment on the equipment	Date of transfer/ resignation/Discharge	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)

APPENDIX 5.03

RECORD OF TOOLS, ACCESSORIES AND SPARES RECEIVED WITH THE EQUIPMENT

Description	Quantity	Checked and received by	Remarks
(1)	(2)	(3)	(4)

Note :- Name and designation should be entered below the signature. This should be done by an official not below the rank of a Sub-Engineer E & M.

APPENDIX 5.03

Month.....19.....

OPERATIONS DETAILS

	Date																								
(2)	Shift No.																								
(3)	Name of Operator and helper																								
(4)	Start	Clock hour worked																							
(5)	Close																								
(6)	Open	Hour meter reading																							
(7)	Close																								
(8)	No. work	Idle Hrs.																							
(9)	Field repairs																								
(10)	Major repairs																								
(11)	No. of trips/ dumps/ batches	Production																							
(12)	Lead																								
(13)	Lift																								
(14)	Quantity																								
(15)	Name of work on which employed and estimate No. etc.																								
(16)	Signature of Operator																								
(17)	Signature of the Accepting Officer																								
(18)	Petrol	Fuel																							
(19)	H.S.D. Oil																								
(20)	Brand	Oil												Lubricant											
(21)	Quantity																								
(22)	Brand	Grease																							
(23)	Quantity																								
(24)	Description	Other stores																							
(25)	Qty.																								
(26)	Signature of stores in-charge																								
(27)	Signature of operator																								
(28)	Signature of checking officer																								
(29)	Remarks																								

APPENDIX 5.03
RECORD OF INSPECTION

Date	Name and designation of inspecting officer	Observation of inspection officer	Date on which observations are attended	Remarks
(1)	(2)	(3)	(4)	(5)

APPENDIX 5.03
RECORD OF BATTERIES

Make and identification No.of battery	Date of fitting	No. of work hours	Signature of store-in Charge	Signature of Operator	Remarks
(1)	(2)	(3)	(4)	(5)	(6)

Note :- All batteries issued by stores should be numbered.

APPENDIX 5.03

RECORD OF WIRE ROPES

Date of change	Hour meter reading/ No.of work hours	Specifications of wire rope	Length	Location of equipment	Signature of Store Keeper	Signature of Operator	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

* Specify if replacement made due to normal wear or some damage, if due to damage, specify nature of it.

APPENDIX 5.03

RECORD OF TYRE TUBES AND CONVEYOR BELTS

[illegible]

APPENDIX 5.03

RECORD OF FILED REPAIRS

Month 19

[illegible]

[Chap. V]

APPENDIX 5.04

[See paragraph 5.031]

Form of Log Book for Transport Vehicles

Instructions

1. This book will be carried on all vehicles in a locked receptacle exclusively provided for the purpose. It should not be removed from the vehicle without the explicit permission and knowledge of the S.D.O. in-charge.
2. The E.E. shall keep all blank log books required for his region under lock and key and maintain a register of receipts and issues as required to be maintained in the Division Office for Measurement Books.
3. Similarly the S.D.O. will keep a record of the issue of log books to the subordinates in day-to-day charge of the vehicle and also the driver running the particular vehicle.
4. Every month, on the 5th at the latest the log book in use should be returned by the subordinate to the concerned S.D.O. who should arrange to complete all the subsidiary records from the basic data available in the log books.
5. The log books shall be ready for being returned to the vehicles on the last day of the month so that chronological events of the succeeding month can be recorded without any break.
6. Any inspecting officer of the rank of Executive Engineer or above of the Civil or Mechanical formations is authorised to review the log book and record his remarks.
7. All completed log books shall be returned to the Division Office and kept under safe custody for reference. Subsequent issues of these books for any purpose shall be done as in the case of M.Bs. deposited in the Division Office.
8. The service record of the driver and cleaner shall generally be filled in by the Engineering subordinate in-charge of the vehicle at any particular time.
9. The particulars of the data sheet of the first log book of the vehicle shall be recorded and signed by an officer not below the rank of S.D.O. who received the vehicle either from the suppliers or on transfer from any other formation. This will

be countersigned by the Executive Engineer of the concerned Division before the vehicle is issued to works.

10. The initial record of tools and accessories shall be entered in the first log book as per purchase order. In subsequent log books the list of tools as existing will be mentioned. In the remarks column reference to shortage due to breakage, loss and sanction to write off with the number and date shall be mentioned and duly signed by the concerned S.D.O. At every change the handing over officer and the receiving officer will sign the book in token of having verified the items.
11. The records of new tyre changes shall be filled in by the Stores-in-charge and signed by the driver of the vehicle and Sub-Engineer and the concerned Sub-Divisional Officer. Same procedure will be adopted for the battery.
12. The day-to-day record of operation will be filled in by the driver/Sub-Engineer in-charge of the vehicle. The driver shall be responsible for obtaining signature of the officer concerned in token of the journeys made and materials carried and recorded in the book before he hands over charge of the vehicle or returns it to the garage.
13. The recording of field repairs shall be done in the log book by a person not below the rank of Assistant Mechanic in-charge of repairs. The driver will also sign in token of having taken back the vehicle duly repaired.

[Chap. V]

APPENDIX 5.04
General Information

Log Book

No.....

Brief description of the vehicle

Capacity

Registration No.

Departmental Code and S.No.

Data of first entry in the log book

Date of last entry in the log book

Previous log book No.

Subsequent log book No.

Note :- Two separate log books should be maintained for each vehicle. One for use in the months of January, March, May, July, September and November and the other for use in the months of February, April, June, August, October and December.

APPENDIX 5.04

RECORD OF TOOLS

Serial No.	Description	Quantity	Checked and received by	Remarks
(1)	(2)	(3)	(4)	(5)

APPENDIX 5.04

Data Sheet

1. Brief Description of the vehicle.....
2. Make & type of vehicle....., year of manufacture.....
Type of body.....
3. Engine make....., Engine S. No.....
No. of cylinder....., Bore of engine.....
Stroke of engine....., Horse power.....
Ignition system....., Distributor type.....
Dynamo or Generator type.....
4. Starter type....., Voltage.....
5. Battery :-
No..... Volts....., Plates.....
Ampere hour capacity.....
6. Petrol or Diesel capacity :-
Mainlitres. Reservelitres
7. Tyres....., Location.....Size.....
Pressure :-
Front..... Rear.....
8. Lubricating Oil Specification Capacity
Engine
Gear box
Chassis
Brake fluid
Shock absorber fluid
9. Axle load Empty Loaded
Front
Rear
.....
Countersignature of the Executive Engineer Signature of the Sub-Divisional Officer.
Dated Dated

Chapter No. V**APPENDIX 5.04****RECORDS OF DEPARTURE FROM STANDARD SPECIFICATION NORMS**

Date of making the departure	Brief description of departure from standard specification	Reason for the change	No. and date of authority under which departure carried out.	Dated signature & name of the Foreman & job in which departure carried out.	Establishment where carried out	Signature of Foreman of establishment carrying out the departure.	Signature of Sub-Engineer in charge of workshop	Signature of Assistant Engineer-in-charge of the workshop	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

Chapter No.V

APPENDIX 5.04

RECORD OF DEPARTMENTAL CHANGES AND TRANSFERS

Formation from which change effected	Formation to which change effected	Date of transfer	Signature of S.D.O. handing over charge	Signature of S.D.O. taking over charge
(1)	(2)	(3)	(4)	(5)

Appendix 5.04
Service Record of Crew Drivers and Cleaners

Name of driver/cleaner	Permanent address	Date of employment on the vehicle	Date of transfer/resignation/ discharge	Remarks
(1)	(2)	(3)	(4)	(5)

RECORDS OF REPAIRS

Date of bringing the vehicle in shop	Date of taking out the vehicle from shop	Brief description of repairs executed	Workshop job	Kilometer reading	Spare parts issued		Cost of repairs including cost of spare parts used.	Signature of driver	Signature of foreman of shop	Countersignature of S.D.O. in-charge of shop	Remarks
					Part No.	Quantity					
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)

[Chapter –V]

APPENDIX 5.04**DAILY RECORD OF OPERATION**

Date	From (time)	To (time)	Total time	Final Kilometer reading	Initial Kilometer reading	Total Kilometer run	Signature of Driver	Name of work on which employed and estimate No. etc.	Requisition No. and Date	Description of materials and other items moved in the vehicle	Quantity/Unit	Signature of Sub-Engineer in-charge	Fuel	Record of consumable & Repairs					Signature of Driver.	Signature of store keeper issuing the fuel, lubricant, oil, etc.	Remarks
														Amount	Lubrication Oil	Amount	Other consumable	Amount			
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)
														Rs.P		Rs.P.		Rs.P.			

[Chapter –V]

APPENDIX 5.04
RECORD OF TYRE CHANGE

Date of issue	Make and type	Kilometer run	Date of replacement	Signature of driver	Signature of issuing authority	Counter signature of S.D.O. in-charge of stores from which issued	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

[Chapter –V]

APPENDIX 5.04
RECORD OF BATTERY CHANGE

Make and identification No.of battery	Date of fitting	Kilometer worked	Signature of Store- in-charge	Signature of driver	Counter signature of S.D.O.	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)

[See paragraph 5.031]

Form of Log Book for Inspection Vehicles

INSTRUCTIONS

1. The E.E. shall keep all blank log books required for his region under lock and key. He will maintain a register of receipts and issues as required to be maintained in the Division Office for Measurement Books. Every log book should bear a machine numbered serial number.
2. Similarly the A.E. will keep a record of the issue to the subordinates in charge of the vehicles/driver running the particular vehicle.
3. This book will be carried on the vehicle in a locked receptacle exclusively provided for the purpose. It should not be removed from the vehicle without the explicit permission and knowledge of the officer-in charge.
4. Every month on the 5th at the latest, the log book in use should be returned to the concerned S.D.O.E. & M. Office who should arrange to complete all the subsidiary records from the basic data available in the log books.
5. The log books shall be ready for being returned to the vehicles on the last day of the month so that chronological events of the succeeding month can be recorded without any break.
6. Any inspecting officer of the rank of Executive Engineer (E&M) or above is authorised to review the log book and record his remarks.
7. All completed log books shall be returned to the Divisional Office and kept under safe custody for reference. Subsequent issues of those books for any purpose shall be done as in the case of M.Bs. deposited in the Division Office.
8. The service record for the driver and cleaner shall generally be filled in by the Engineering subordinate in charge of the vehicle at any particular time.
9. The particulars of the data sheet of the first log book of the vehicle shall be recorded and signed by an officer not below the rank of S.D.O. E/M who received the vehicle either from the suppliers or on transfer from any other formation. This will be countersigned by the Executive Engineer E/M of the concerned division before the vehicle is issued to works.
10. The initial record of tools and accessories shall be entered in to first log book as per purchase order. In subsequent log books the list of tools as existing will be mentioned. In the remarks column reference to shortage due to breakage, loss and

sanction to write off with the number and date shall be mentioned and duly signed by the concerned S.D.O. At every change the handing over officer and the receiving office will sign the book in token of having verified the items.

11. The records of new tyre changes shall be filled in by the stores-in-charge and signed by the driver and Sub-Engineer of the vehicle and the concerned Sub-Divisional Officer. Same procedure will be adopted for the battery.
12. The day-to-day record of operation will be filled in by the driver/sub-engineer of the vehicle. The driver shall be responsible for obtaining signature from the officer concerned in token the journeys made and materials carried and recorded in the book before he hands over charge of the vehicle or returns it to the garage.
13. The recording of field repairs shall be done in the log book by a person not below the rank of Assistant Mechanic-in-charge of repairs. The driver will also sign in token of having taken back the back the vehicles duly repaired.

General Information

Log Book

No.....

Brief description of the vehicle

.....
.....

Capacity

.....
.....

Registration No.

.....
.....

Departmental Code and S. No.

.....
....

Date of first entry in the log book.

.....

Date of last entry in the log book.

.....

Previous log book No.

.....
.....

Subsequent log book No.

.....
.....

Note :- Two separate log books should be maintained for each Vehicle, One for use in the months of January, March, May, July, September and November and the other for use in the months of February, April, June, August, October and December.

[Chapter –V]

APPENDIX 5.05

Data Sheet

- | | | | |
|----|--|---------------------------|-----------------|
| 1. | Brief description of the vehicle | | |
| 2. | Makers type of vehicle..... | Year of manufacture. | |
| | Type of body | | |
| 3. | Engine make | Engine Sl.No. | |
| | No. of cylinder | Bore of Engine | |
| | Stroke of engine | Horse power | |
| | Ignition system | Distributor type | |
| | Dynamo or Generator type | | |
| 4. | Starter type | Voltage | |
| 5. | Battery :- No. | Volts | Plates |
| | A. H. Capacity | | |
| 6. | Petrol or Diesel Capacity.- Main | Litres, Reserve | |
| | Litres. | | |
| 7. | Tyres | Location | Size |
| | Pressure | Front | Rear |
| 8. | Lubricating Oil | Specification | Capacity |
| | Engine ..... | ..... | ..... |
| | Gear box : | | |
| | Chassis : | | |
| | Break fluid : | | |
| | Shock absorber fluid : | | |
| 9. | Axle load :- | Empty :- | Loaded :- |
| | Front : | | |
| | Rear : | | |

.....

Counter signature of the Executive Engineer.

Dated :

.....

Signature of the Sub-Divisional Officer.

Dated :

[Chapter –V]

APPENDIX 5.05

RECORD OF DEPARTMENTAL CHANGES AND TRANSFER

Formation from which change effected	Formation to which change effected	Date of transfer	Signature of S.D.O. handing over charge	Signature of S.D.O. taking over charge
(1)	(2)	(3)	(4)	(5)

[Chapter –V]

APPENDIX 5.05
RECORD OF TOOLS

Serial No.	Description	Quantity	Checked and received by	Remarks
(1)	(2)	(3)	(4)	(5)

[Chapter V]

APPENDIX 5.05
RECORD OF TYRE CHANGE

Date of issue	Make and type	Kilometer run	Date of replacement	Signature of driver	Signature of issuing authority	Counter signature of S.D.O. incharge of stores from which tyres are issued	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

[Chapter V]

APPENDIX 5.05

RECORD OF BATTERY CHANGES

Make & identification No.of battery	Date of fitting	Kilometer	Signature of store- in-charge	Signature of driver	Signature of S.D.O.	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)

APPENDIX 5.05

[Chapter V]

Service Record of Crew Drivers and Cleaners

Name of Driver/Cleaner	Permanent address	Date of Employment on the vehicle	Date of transfer/ resignation/ discharge	Remarks
(1)	(2)	(3)	(4)	(5)

APPENDIX 5.05

[Chapter –V]

RECORD OF REPAIRS

[illegible]

[Chapter-V]

APPENDIX 5.05

DAILY RECORD OF OPERATION

[illegible]

ABSTRACT

(To be prepared at the end of each month)

Section – A (Operation)

1. Petrol/Diesel consumed during the month.....litres

(Initial Balance + Issues during the month – Balance in the tank).

1. A – Cost of Item No.1 Rs.....

2. Total Kms. Run during the month.....Km.

(Km. reading at the end of the month – Km. reading at the beginning of the month).

3. Average Fuel (Petrol/Diesel)consumption.....Km/litre.

4. Lubricants issued during the month, with cost

(i) Engine Oil.....litres Rs.....

(ii) Gear Oil.....litres Rs.....

(iii) Hydraulic Oil.....litres Rs.....

(iv) GreaseKg Rs.....

Total Rs.

Section – B (Repairs and Maintenance)

(i) Expenditure on spares during the month Rs.....

(ii) Expenditure on labour charges during the month Rs.....

(iii) Expenditure on miscellaneous items during the month Rs.....

Total expenditure on Repairs & Maintenance

Rs.

Section – C-

Expenditure on crew during the month

Rs.

Per KM rate of the vehicle = Total Expenditure (POL+ Repairs-Crew)

Total KM run during the period

= Rs.....

It is certified that all necessary entries have been made in the log book.

Dated Signature of Sub-Engineer E/M

Dated Signature of S. D.O E/M

APPENDIX 5.06
(See paragraph 5.043)

Form of Estimates for Major/Special Repairs

Office of E/M

MAJOR/SPECIAL REPAIRS ESTIMATE NO.....

(1) Name of Machines with full description :

(2) Registration No.:

Engine No.:

Chasis No.:

(3) Date of purchase :

Purchase value:

Estimate prepared by

Checked by

Recommended by

Date Signature and
Designation of the officer.

Date Signature and
Designation of the officer.

Date Signature and
Designation of the officer.

Sanctioned for Rs.....(In words)Rs.....

Head of account to which Chargeable-

Signature of Sanctioning Authority.

GENERAL REPORT

1. Date from which the machine is under the control of present officer.
2. Necessity for the repairs proposed.
3. Hours/Km. the machine is expected to give after repairs.
4. Total Kms. /Hrs. covered by the machine since purchase.
5. From which date the machine is lying idle.
6. Date of last repair with its cost.
7. Nature of last repairs with brief description.
8. When was the major repairs and overhauling carried out to the machine last time and at what cost?
9. Brief description of last major repairs.
10. Date of commissioning of machine after last major repairs.
11. Hours/Kms. Run after last major repairs including later minor repairs.
12. Total up to date expenditure on all kinds of repairs and replacements since the date of purchase of the machine.
13. What is the maximum limit for repairs of the machine during its whole life as per laid down norms?
14. Whether the amount of repairs now proposed including the expenditure already incurred on repairs to date is within the maximum limit prescribed for its whole life period? (Give a clear account),
15. Name and designation of E/M officer who physically inspected and examined the machine and suggested the repairs with date of his inspection (copy of inspection report to be attached).
16. Head of account to which the expenditure is debitable.

[Chapter-V]

APPENDIX 5.06
Completion Report Certificate

Amount of sanctioned estimate	Rs .
Expenditure actually incurred	Rs.

Difference	\pm
Reasons for excess/savings, if any :	_____

CERTIFICATE

1. Certified that I have personally inspected the machine and satisfied myself that the repair work has been carried out in all respects as per the sanctioned estimate and that the machine is in good condition for doing further work to the extent mentioned against item3 of the general report.
2. Certified that the repairs work have been duly entered in the log book of the machine.

.....

Signature of

Sub-Divisional Officer E/M in-charge.

Remarks and observation of E.E. E/M after his physical verification and inspection of the machine after completion of repairs. –

.....

Signature of

E.E. E/M in-charge.

APPENDIX 5.07

(See Paragraph 5.046)

FINANCIAL POWERS TO EXERCISED BY OFFICERS OF WORKS DEPARTMENT IN RESPECT OF E&M WORKS

Item NO.	Particulars of	POWERS OF (in Rs.)				Authority	Remarks	
		C.E.	S.E.	E.E.	S.D.O.			
1.	2.	3.	4.	5.	6.	7.	8.	
1.	To sanction estimate for maintenance, up keep and repairs to Inspection Vehicles namely Jeep, Car, Station Wagon, Trekker, Matador etc. per vehicle per year. (Excluding cost of periodical changes of tyres, tubes and battery).	10,000	6,000 for vehicles below 18.00 HP	6,000 for vehicle below 18.00 HP	6,000 for vehicle below 18.00 HP	5.046	1.	Subject to Budget provision and observance of Govt. instructions.
							2.	Under unavoidable circumstance if expenditure exceeds the limit, sanction of the next higher authority should be obtained to the extent of budget provision.
2.	To sanction estimate for repair to transport vehicles namely Trucks,	20,000	10,000 for vehicles	10,000 for vehicles	10,000 for vehicles	5.046	1.	Subject to Budget Provision and observance of Govt. instructions.

	Tippers, Water-Tanker, Buses, Power Wagon, Explosive Van, Weapon Carrier, Ambulance, Diesel Tanker and Similar Transport Vehicles, per vehicle per year. (Excluding cost of periodical changes of tyres, tubes and battery)		of 18 HP and above	of 18 HP and above	of 18 HP and above		2.	Under unavoidable circumstance if expenditure exceeds the limit, sanction of the next higher authority should be obtained to the extent of budget provision.
3.	Purchase of tyre-tubes and batteries	Full powers	Full powers	Full powers	-	5.046	Subject to the condition that in case of Tyres and Tubes the specified Kilometreage and in case of battery, the specified period is completed. In case due to unavoidable circumstances expenditure tyre/tubes and battery is to be incurred before completion of the specified period the next higher authority shall be competent to sanction within budget provision. No department shall buy nylon or radial tyres or radios, stereos, tape recorders, air conditioners of vehicles.	

4.	To accord technical sanction to the estimate for purchase of special plants and machinery including heavy earth moving machinery.	Full powers	10.00 lakh	-	-	-	-
5.	To accord technical sanction to the estimate for repairs to plants and machinery other than heavy earth moving machinery	Full powers	Full powers	5,000	-	-	-
6.	To accord technical sanction to the estimate for repairs to special plants and machinery including heavy earth moving machinery.	Full powers	1.00 Lakh	25,000	-	-	In the case of W.R.D. these powers shall be exercised only when fund under proforma reserve is available.
7.	To accord technical sanction to the estimate for repair to special plants and machinery including earth moving machinery in case proforma reserve is not available.	Full powers	-	-	-	-	-

8.	To sanction the sale of spare parts of machinery to Local bodies, Private persons, Corporations, when it can be done without inconvenience to Government Works.	Full powers	-	-	-	-	-
9.	To purchase spare parts for a particular machines against the sanctioned repair estimate on limited tender.	15,000	10,000	5,000	-	-	The purchases shall be decided by the "P.C." constituted at Division level/Circle level/ Zone level.
10.	To purchase spare parts for a particular machine against the sanctioned repair estimate on Open tender	10.00 Lakhs	5.00 Lakhs	1.00 Lakh	-	-	The purchase shall be decided by the "P.C." constituted at Division level/Circle level/ Zone level.
11.	To fix and revise schedule of rate for E&M works	Full power	-	-	-	-	-
12.	To carry out repair of assembly/specific parts of machinery through original manufacturer or their authorised agents on single tender.	Full power	1.00 Lakh	10,000	-	-	-

13.	Purchase of plant and Special machinery, equipment, spares and miscellaneous items urgently required on single or limited tender excluding vehicles from recognised manufacturer or his local agent or his authorised dealers.	60,000	20,000	5,000 limited to Rs.10,000 in a <u>month</u>	-	-	S.E. and E.E. should forthwith report to higher authority explaining the nature of urgency. The powers are exercisable subject to the condition that the parts so purchased, are immediately used on works.
14.	To take Plant/Machinery on hire from any agency.	Full powers	-	-	-	5.047	-

Form of Agreement for hiring of Government Plant and Machinery to contractors/Piece Workers/Private Bodies, etc.

An agreement made this day of
19..... between the Governor of M.P. acting through the Executive Engineer (hereinafter called the Governor which expression shall where the context so admits include his successor in office) on the one part; and Shri son of resident of the tahsil of district (hereinafter called the hirer which expression shall, where the context so admits include his heirs, executors, administrators, representatives and assigns) on the other part.

Whereas the hirer has applied to the State Government the hire of the machinery described in the schedule appended herewith for a period of months from to

Now it is agreed between the parties hereto that (i) The Executive Engineer shall provide and set and operate to the hirer the said machinery for a period of from to at the desired place in the tahsil of district. The machinery shall be deemed to remain always under the overall and direct control S.D.O. E/M

..... for the purpose of arrangement and supply of P.O.L., field operations and maintenance etc. The hirer shall not be allowed at any time to operate, maintain, run or work the machines with his materials directly.

(ii) (a) The hirer shall deposit in advance a sum of Rs. with the Executive Engineer as security for the due performance and observance of the conditions and terms of this agreement.

(b) The hirer shall further deposit in advance a sum of Rs. with the Executive Engineer being approximate amount of hire charges of the said machinery for the period of hire as specified in clause (iii) below. The hirer shall pay the balance amount of hire charges, if any, for the said machinery immediately on the expiry of the period of hire. If the hirer fails to pay the hire charges it will be recovered from any other payment which may be due to hirer or failing which as arrears of land revenue. The excess amount in deposit, if any, with the department shall be returned to him on expiry of the period of hire.

(iii) The hire charges inclusive of departmental charges and interest charges for the said machinery recoverable from the hirer as worked out on the basis of the rates shown in the attached schedules shall be final and payable by the hirer to the department. No. remission of hire charges shall be permissible.

(iv) The hirer shall during the period the machines are employed by the department and working on his works be responsible to make good to the department any loss or damage caused to the said machinery and men working on the machine due to circumstance caused on account of any of hirer's lapse like preventing the officers to attend to regular maintenance and timely repairs and his failures in respect of nonmaintenance of haul roads, both in respect of grade and proper watering, lighting or any other cause as may be provided in the agreement. The Executive Engineer in charge shall be the final authority to determine the extent of damage and amount recoverable which may be deducted from the security deposit.

(v) Any sums due from the hirer under this agreement shall be recoverable as arrears of land revenue.

(vi) (a) Basic hourly rate for purposes of determining ultimate charges to be recovered from the hirer for the issue of the said machinery shall be as given in the schedule attached to this agreement. On the amount, so worked out for any period, department charges at the rate of% will be added in addition. The hirer shall also pay interest charges on capital on the following basis for each day of this agreement period and for the extra period of the duration of the contract if extended on the basis as under:-

1. per day.
2. per day.
3. per day.

(b) No rebate on account of idle hours of machine will be given excepting when the machines break down and cannot actually do any work. Even under such circumstances, specific orders in writing by the S.E. E/M or S.E. Civil of the Circle for rebate due, if any shall have to be obtained.

(vii) (a) The total hours that will be reckoned for the purposes of charging the hirer on hourly basis under (iii) and (vi) above shall be according to clock hours and these shall be reckoned from the actual time the said machinery leaves the workshop and returns to it after use on hirer's work (including the time required for adjustments in the machinery but excluding period involved in the machinery on break downs and stoppage of work due to any reason under orders of Executive Engineer).

(b) The said machinery shall work daily in shifts as prescribed by the Executive Engineer-in-charge and the S.D.O. E/M according to suitability from time to time and intimated to the hirer. The actual time of operation of machinery by the department on hirer's work on each day shall be entered in the log book of

respective machinery by the S.D.O. E/M or his sectional officer on each such occasion of the day and these entries in the log books shall be signed by the S.D.O. E/M or his sectional officer and the hirer.

(viii) The hirer shall report to the Executive Engineer-in-Charge or the S.D.O. E/M any defect in the working of the said machinery during working hours and the Executive Engineer-in-Charge or the S.D.O. E/M shall get the defect removed on the field itself or at the departmental workshop.

(ix) The Executive Engineer may at any time by giving seven days notice in writing to the hirer terminate this agreement. The hirer shall not claim any compensation for such action.

(x) In case of non observance and or non performance by the hirer of the any of the provisions herein before contained the Executive Engineer shall be at liberty for thwith to terminate this agreement without prejudice to the right of the Government to recover damages from the hirer for the breach of any clause of this agreement as arrears of land revenue.

(xi) On termination of agreement the amount of security deposit shall be refunded to the hirer after deducting from it, any sum that may be found due from the hirer in accordance with the terms of the agreement.

(xii) In the event of any dispute between the parties here to as regards interpretation or any othercause due to any of the conditions of this agreement the decision of the Superintending Engineer E/M or Superintending Engineer (Civil) of the Circle as the case may be shall be final, conclusive and binding on both.

Witness :-

.....

1.

Signature of the hirer.

2.

1.

2.

.....

Signature of the Executive Engineer.

[Chap. VI]

APPENDIX 6.01

(See Paragraph 6.011)

**Statement showing details of field/laboratory tests, and reference to
Indian Standards**

S.No. (1)	Test (2)	Reference to Indian Standard (3)
1.	Water 1. pH value 2. Hardness	IS:5741 do.
2.	Metal 1. Sieve analysis 2. Unit weight 3. Water absorption 4. Specific gravity 5. Impact value 6. Abrasion value 7. Crushing value 8. Soundness	IS:2386 (Part I) IS:2386 (Part III) do. do. IS:2386 (Part IV) do. do. do.

	9. Surface moisture contents	IS:2386 (Part III)
3.	Sand <ol style="list-style-type: none"> 1. Fineness modulus 2. Unit weight 3. Silt and clay 4. Bulking 5. Moisture content 6. Specific gravity 	IS:2386 (Part I) IS:2386 (Part III) IS:2386 (Part II) IS:2386 (Part III) do. (Part II) do. (Part III)
4.	Cement <ol style="list-style-type: none"> 1. Specific gravity 2. Consistency 3. Initial and final setting time 4. Soundness 5. Compressive strength 6. Adulteration of Cement 	IS:4031 do. do. do. do.
5.	Lime	

	1. Workability 2. Soundness 3. Setting time 4. Compressive strength	IS:6932 (Part VIII) IS:6932 (Part IX) IS:6932 (Part VIII) IS:6932 (Part VII)
6.	Steel	As prescribed by the Engineer in-charge of the Project.
7.	Pozzolana (Surkhi) 1. Fineness modulus 2. Specific gravity 3. Compressive strength 4. Lime reactivity	IS:1727 do. do. do.
8.	Mortar/Concrete 1. Slump 2. Compressive strength 3. Permeability	IS:1199 S:516 IS:3085
9.	Mix design of mortar / Concrete	IS:456
10.	Percolation test for masonry dams	As prescribed by Engineer in-charge of the project .
11.	(a) Soils 1. Standard compaction test 2. Atterberg's limits 3. Grain size analysis 4. Shear strength	IS:2720 (Part VII) IS:2720 (Part V) IS:2720 (Part IV) IS:2720 (Part XI) IS:2720 (Part XII)

	5. Permeability tests	IS:2720 (Part XVII)
	(b) Field tests for rolled fill/bed rock <ol style="list-style-type: none"> 1. Field moisture and density for field compaction 2. Field permeability 3. Shear tests <p>Note:- Test Procedures shall conform to Indian Standards.</p>	IS:2720 (Part XXVIII) And IS:2720 (Part XXIX) IS:5529 (Part I) (for rolled fill) IS:5529 (Part II) (for bed rock) IS:2720 (Part XI) IS:2720 (Part XII)

(See Paragraph 6.013)

STATEMENT SHOWING FREQUENCIES OF VARIOUS TESTS FOR EARTH WORK

SNo.	Name of Test	Investigation	Design	Construction	Record Test	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	Moisture content.	..	..	Before the commencement of day's work/shift, one sample shall be tested for each of the construction soils separately. Sample is to be collected from the spot where the material is proposed to be brought on embankment.	..	..
2.	Specific Gravity.	For each 0.75 mm ³ of soil explored. 3 tests for every zone separately including filter. Three tests minimum for each quarry.	For each 0.15 mm ³ of each soil type investigated. 5 tests for each the zones including filter-5 tests minimum for each quarry.	As per record tests*	Only tests mentioned at S.No. 1 to 7, 9 to 12 are to be conducted as Record Tests.	..
3.	Grain Size Analysis.	For every 1 mm ³ or less soil explored, 6 tests for material to	For every 0.15 mm ³ or less of each soil type investigated for each	Two samples for 150 m x 150m borrow areas proposed to be utilised.	The frequency for each of these tests is as below :-	

		be used in each of the zones of the embankment Separately. 12 tests for filter zones. 3 tests minimum for each quarry.	zone 5 tests for each zone and 20 tests for filter. 5 tests minimum for each quarry.	For any change of material minimum 2 samples shall be tested.	Total Earth Work	Frequency (for earth work for each zone)	About 25 percent tests shall be conducted for analysing fraction below 75 micron
				For casing materials the test shall be conducted before and after compaction to study the breaking effects during compaction.	Below 0.5 mm ³ 0.5 mm ³ to 1.5 mm ³ 1.5 mm ³ to 3 mm ³ Above 3 mm ³	1 per 10,000 m ³ 1 per 15,000 m ³ 1 per 20,000 m ³ 1 per 40,000m ³	
*In addition to field density tests "Record Tests" are also conducted for earthen dams. The purpose of this tests is (i) To give a continuous picture of the materials placed in the dam and the compaction attained. This ensures a record of quality of work executed as compared with design assumptions. (ii) To check on the use of control curves when used. The record tests are carried out on representative samples both disturbed and undisturbed. The frequency of 'One Test' means an average of at least three complete tests. Separate tests are to be conducted for each zone.							
4.	Atterber'g Limits.	Same as above, no tests for filter material.	Same as above, no tests for filter material.	As per record tests.	Separate tests are to be conducted for each Zone. Samples to be collected from different locations and elevations so as to be <u>truly</u> representative.		..
5.	Shrinkage limit.	Not required.	Not required.	As per record tests.	In addition to the above, a set of record tests is to be taken at instrument installation. One undisturbed sample shall be taken at each embankment piezometer tip immediately		..

					prior to the excavation of offset side trench.	
6.	Compaction.	For each 0.75 mm ³ soil explored, 12 tests for each zone separately; minimum 3 tests each quarry.	For each 0.15 mm ³ of each soil type investigated, 5 tests for each zone separately; minimum 5 tests for each quarry.	For total progress upto 1,500 m per day, One test/day shall be conducted i.e. one day on Hearting soil, next day of Casing soil, third day on Random fill and so on. If there be any change in soil, additional one test/day shall be conducted. For total progress beyond 1,500 m ³ per day, daily one test for each of the construction soils shall be conducted.	In case of vertical settlement guage installation, two samples shall be taken for each crossarm installation, one at the bottom of trench excavated for crossarm and the other in the tamped back fill of the trench after it has been brought up to the adjacent embankment level.	..
7.	Triaxial Shear.	For each 0.75 mm ³ of soil explored, 6 tests for each of the zones separately, minimum 3 tests for each quarry.	For each 0.15 mm ³ of each soil type investigated, 5 tests for each of the zones; minimum 5 tests for each quarry.	As per record tests.	Same as per S. Nos.1 to 7	
8	Relative Density.	Not required.	If directed specifically.	One test per 1,500 mm ³ of material	Not required	..
9	Consolidation.	Not required.	As directed by Design Office.	As per record tests.	Same as per S. Nos. 1 to 7	..
10	Permeability	5 tests on each type of soil.	2 tests for each zone separately including filter; minimum 5 tests for each quarry.	As per record tests.	-do-	..

11	Field Density for soil (sand replacement method).	Per day two tests per first 300 m ³ of Earth-work and then one test per every additional 300 m ³ separately; separate tests shall be conducted for each zone.	-do-	..
----	---	----	----	---	------	----

12	Field density test for soil (Core cutter method).	..	..	Same as per test No.11	Same as per S.No. 1 to 7	..
13	Placement Moisture (Penetrometer method).	..	..	One test per 20 sq.m. of the placed material before rolling, minimum 3 tests shall be performed on the placement.	Not required	..
14.	Needle Density (Penetrometer method).	..	..	To penetration resistance shall be observed at 20m. along length and breadth of area under compaction and also at places of doubtful compaction.	-do-	..

Note :- Tests should be conducted as per IS Codes.

APPENDIX 6.02

STATEMENT SHOWING FREQUENCIES OF TESTS TO BE CONDUCTED FOR CONCRETE/MANSORY

SNo.	Name of Tests	Mass Concrete		Small Concrete JObs & R.C.C. works		Rubble Masonry		Remarks	
(1)	(2)	(3)		(4)		(5)		(6)	
1.	Adulteration of Cement	One per every 50 tonnes of cement		One per every 50 tonnes of cement		Oneper every 50 tonnes of cement		Also carryout tests for cement as mentioned below at the same frequency	
2.	Particle size analysis of aggregates.	(i)	Once a week	(i)	Once a fortnight	(i)	Once a fortnight	(i)	Fineness of O.P.C. by dry sieving.
		(ii)	Additional if source is changed	(ii)	Additional if source is changed	(ii)	Additional if sources is changed.	(ii)	Setting times of O.B.C.
3.	Flakiness Index of coarse agreeate	As per above		As per above		Nil		(iii)	Soundness of O.P.C. (Le-Chaterllier method)
4.	Silt on fine aggregates	(i)	Once a day	(i)	Once a day	(i)	Once a day	(iv)	Deterinimg Consistancy of

		(ii)	Additional if source is changed	(ii)	Additional of source is changed	(ii)	Additional if source is changed		standard Cement Paste
5.	Clay, fine silt and fine dust in aggregate (Sedimentation method)	Once a Week							
6.	Surface moisture content in fine aggregate (Hot plate method)	Once per shift per stock pile		Once a fortnight		Once a fortnight		O.P.C. – Ordinary portland Cement	
7.	Surface moisture content in fine aggregate (Laboratory method)	Once a week		One per shift per stock pile		One per shift per stock pile			
8.	Bulking of fine aggregates.	One per shift per stock pile		Once a fortnight		Once a fortnight			
9.	Specific gravity and water absorption for aggregates (UP to 10mm size)	Once a week		One per shift per stock pile		One per shift per stock pile			

10.	Specific gravity and water absorption for aggregates (above 10mm size)	Once a week	Once a fortnight	Once a fortnigh		
11.	Fineness of lime			(i)	Once a week	
				(ii)	Additional if source is changed	
12.	Setting time of lime			(i)	Once a week	
				(ii)	Additional if source is changed	
13.	Soundness of lime	..	..	(i)	Once a week	
				(ii)	Additional if source is changed	
14.	Compressive strength of lime mortar	..	..	(i)	One per 50 m ³ masonry	
				(ii)	Minimum one per shift	
15.	Transverse strength of lime mortar	..	..		Once a month	
16.	Fineness of surkhi by dry sieving			(i)	One per shift	

				(ii)	Additional if source is changed.	
17.	Compressive strength of cement surkhi motar	..	..	(i)	Up to 100 m3 work per day one per shift per mixer	
18.	Specific gravity and water absorption of stone.	..	..	(ii)	For every additional 100 m3 work per day. one per shfit per mixer (Separately for each mix proportion)	
19.	Compressive strength of stone	..	..	(i)	One per fortnight.	
				(ii)	Additional if source is changed.	
20.	Fluidity of motar by flow table	..	..	(i)	One per month	
				(ii)	Additional if source is changed.	
21.	Slump of cement concrete	One per every two hours working per mixer	One per every two hours working per mixer	Three per mixer per shift.		

22.	Density and air contents of fresh concrete	(i) One per mixer per week (ii) Additional if source of aggregate is changed	(i) One per mixer per month (ii) Additional if source of aggregate is changed	..		..
23	(a) Compressive strength of moulded cement concrete specimen.	(i) Upto 100 m3 work per day one per shift per mixer. (ii) For every additional 200 m3 work per day-one per shift per mixer	One per shift per mixer (Separately for each mix proportion)	(i)	Up to 100 m3 work per day – one per shift per mixer.	..
	(b) Compressive strength of motar			(ii)	For every additional 100 m3 work per day-one per shift (Separately for each mix proportion)	
24.	Compressive strength of drilled cores.	As directed by Design. Office	As directed by Design. Office	As directed by Design. Office.		
25.	Laboratory Permeability					
(a)	Moulded specimen.	One per month for every mix proportion	..	One per month for every mix proportion.		
(b)	Drilled core.	One per monolith per 3m depth.	..	One per monolith per 3m depth.		

26.	In-situ permeability	One hole at 20 m distance per working season for full depth duly staggered or minimum one hole per monolith.	..	One hole 20 m distance per working season for full depth (Separately for u/s and downstream faces duly staggered)	
				or	
				Minimum two holes per monolith.	
Note :- Tests should be conducted as per prescribed IS codes.					

CHECK LIST TO REVIEW LEVEL BOOKS**[Review in Division Office]**

1. Is the level book machine numbered ?
 2. Are the pages of the level book machine numbered ?
 3. Is the purpose of levelling “levels taken for the purpose of” written on the top of the left hand page ? The heading should be written for every day’s survey. In case the survey is continued, the same heading should again be written giving reference to previous survey. “Survey continued” “Concluded” etc., should be written and cross reference given.
 4. Is the name of the person conducting levelling, the instrument number and make, and weather (like bright sun, cloudy, hazy, etc.) written on the top of right hand page ? In case double levelling is done, the name of person accompanying alongwith his designation should also be written. In such a case, the level books should be countersigned by the other person in token of having accompanied and the book number in which countersigning person has recorded levels will also be mentioned.
 5. Has the day’s levelling started with a backsight on a temporary or permanent B.M. ?
 6. Has a clear description of the B.M. written on the right side remarks column against the back sight ?
 7. Is the description sufficient to locate the B.M. by any other person ?
 8. Is the B.M. temporary B.M. or permanent B.M. ? In case it is permanent B.M., is the description and R.L. same as shown in b. M. Register ?
 9. Is the pattern of levelling systematic and illustrated by a sketch (Base line and co-ordinate system is preferred for grid surveys) ? Can another person understand the scheme of levelling and plot it ?
 10. Have the entries been made in indelible ink or in dot pen in the first instance ? (Recording in pencil and inking over is prohibited.)
 11. Is the arithmetic check conducted for each page separately ?
 12. Has the days survey ended on a permanent or temporary B.M. reliably established ?
 13. If the survey has not been closed on a G.T.S. or established B. M. is “FLY BACK” conducted and is closing error within permissible limits ?
 14. Is a clear index written at the end of the level book ?
 15. Are the pages inadvertently left blank crossed out ?
 16. Has the remark been given in redink that the survey has been plotted ?
-

[Chap. VII]

[Appendix 7.02]

RESPONSIBILITY CHART

(SEE PARAGRAPH 97.003, 7.009, 7.010, 7.011, 7.012, 7.013, 7.014)

S. No.	Particulars	Responsibility of					Reference to paragraphs	Remarks
		C.E.	S.E.	E.E.	S.D.O.	Sub-Engineer		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	I- Preliminary Investigation							
	Initiation of the Reconnaissance report in case of a--							
	(a) Major Project	..	Full responsibility.	..	..	..	Para 7.002	..
	(b) Medium Project	..	..	Full responsibility.	..	..		..
	(c) Minor Project	..	..	..	Full responsibility.	..		..
2.	Preparation of survey estimate of all types of projects.	..	..	..	do.	Full responsibility		.
	II- DETILED IVESTIGATION							
3.	(a) Cheking R. Ls. of permanent Bench marks.		10%	25%	100%	100%	Para 7.003	..
	(b) Checking R. Ls. of final alignment of dam/canal/spill-channel and F.R.L. contour.	..	..	10%	100%	100%	.	..
	(c) Checking Bench Marks in Basin area during basin survey.	..	..	10%	100%	100%		..

S. No.	Particulars	Responsibility of					Reference to paragraphs	Remarks
		C.E.	S.E.	E.E.	S.D.O.	Sub- Engineer		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
4.	Computation of the catchments area of dam from toposheets in case of a --							
	(a) Major Project.	100% Checking to be exercised by C.E.'s office.	100% checking to be exercised in Circle office.	100% checking to be exercised by E.E. personally.	Full responsibility	..	Para 7.009	Certificates of checking will be invariably recorded by the officers on catchment area map.
	(b) Medium Project	do.	do.	do.	do.	..	..	..
	c) Minor Project	..	do.	do.	do.	..	..	..
5.	Detemination of the principal levels (i.e. L.S.L.,F.R.L.,M. W.L. & T.B.L.) of the reservoir in							

6.	case of a - Computation of the reservoir storage capacity from reservoir sheets/basin map in case of a -							
	(a) Major Project	..	..	The area of contours at L.S.L., F.R.L. and M.W.L. will be checked by the E.E. personally.	The area of contours at every 3 meters interval will be checked by the S.D.O. personally.	The area of all contours of the basin map will be worked out by the Sub- Engineer.	Para 7.009	Certificate of checking shall be recorded by the officers responsible for checking.
	(b) Medium Project	..	..	do.	do.	do.		..
	(c) Minor Project	..	..	The area of contour of F.R.L. will be checked by E.E. personally.	The area of contour of L.S.L., F.R.L. and M.W.L. will be checked by the S.D.O. personally.	do.		..
7.	Fixing the location of reconnaitary bore holes on dam axis/spill channel for exploration of							

9.	Preparation of land plans	..	..	..	100% checking to be exercised by the S.D.O.	Full responsibility	Para 7.010	..
10.	Upkeep of sale deeds	..	..	Full responsibility	Full responsibility.	..	Para 7.010	..
11.	Upkeep and custody of land plans/register of Land and property	..	..	-do-	-do-	..		..
IV Execution								

S. No.	Particulars	Responsibility of					Reference to paragraphs	Remarks
		C.E.	S.E.	E.E.	S.D.O.	Sub- Engineer		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
IV Execution								
12.	Approval of the final dam alignment before starting construction work in case of a -							
	(a) Major project	Full responsibility.	..	..	..	..	Para 7.011	..
	(b) Medium project	do.	..	..	..	..		..
	(c) Minor project	Full responsibility for projects costing more than Rs. 25 lakhs.	Full responsibility for projects costing more than Rs. 5 lakhs up to Rs. 25 lakhs.	Full responsibility for projects costing less than Rs. 5 lakhs.	..	..		..
13.	Approving the foundation of a masonry or concrete dam/spillway/power house and authorising laying of foundation concrete in case of a -							
	(a) Major project	Full responsibility.	..	..	..	..	Para.7.012	..
	(b) Medium project	..	Full	..	..	..		..

		responsibility.							
(c) Minor project	..	..	Full responsibility.	..	..	..	..	..	..

S. No.	Particulars	Responsibility of					Reference to paragraphs	Remarks
		C.E.	S.E.	E.E.	S.D.O.	Sub-Engineer		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
14.	Approving the foundation of an earthen dam and authorising filling of puddle trench/cut-off trench in case of a -							
	(a) Major Project	Full responsibility.	..	..	..	..	Para 7.012	..
	(b) Medium Project	..	Full responsibility.	..	..	..		..
	(c) Minor Project	..	Full responsibility for project costing more than Rs. 5 lakhs.	Full responsibility for projects costing up to Rs. 5 lakhs.	..	..		..
15.	Approving the foundation	Full	Full	Full	..	..	Para 7.012	..

of Hydraulic structures other than dam.	responsibility for Major Project as per powers of technical sanction.	responsibility for Medium Project as per powers of technical sanction.	responsibility for minor project as per powers of technical sanction.
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Particulars		Responsibility of					Reference to paragraphs	Remarks
		C.E.	S.E.	E.E.	S.D.O.	Sub-Engineer		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
16.	Quality Control for :							
	(a) Major dams and hydraulic structure costing more than Rs. 50 lakhs.	Full responsibility.	Full responsibility.	Full responsibility.	Full responsibility.	Full responsibility.	Para 6.001 to 6.023	..
	(b) Medium dams and structures costing more than Rs. 25 lakhs up to Rs. 50 lakhs.	..	do.	do.	do.	do.		..
	(c) Minor dams and structures costing more than Rs. 5 lakhs up to Rs. 25 lakhs.	..	..	do.	do.	do.		..
	(d) Structures costing less than Rs. 5 lakhs.	..	..	..	do.	do.		..
17.	To record the pre commencement levels and their checking before	..	..	10% of levels will be checked by	100% of levels will be checked by the	The pre commencement levels will be	Para 7.012	

	excavation of foundation for a masonry/concrete dam/spill way.		the E.E.	S.D.O.	recorded in M.B. by the Sub-Engineer.	
18	To record the foundation levels and their checking.	. .	10% of levels will be checked by the E.E.	do.	Levels will be recorded in M.B. by Sub- Engineer.	Para 7.012
19.	Checking of steel reinforcement in R.C.C. of					

S. No.	Particulars	Responsibility of					Reference to paragraphs	Remarks
		C.E. (3)	S.E. (4)	E.E. (5)	S.D.O. (6)	Sub-Engineer (7)		
(1)	(2)						(8)	(9)
	(a) Dams/Spill ways/Outlet works in dam/power houses.	..	..	100% checking will be exercised by the E.E.	100% checking will be exercised by the S.D.O.	Measurements of steel reinforcement will be recorded in M.B. by the Sub-Engineer.	Para 7.014	
	(b) Beams/Slabs/columns of buildings/bridges/culverts/aqua ducts/other minor works.	..	..	Minimum 10% checking will be exercised by the E.E.	100% checking will be exercised by the S.D.O.	Measurements will be recorded in M.B. by the Sub-Engineer.		
20.	Checking of leads of construction materials in case of -							
	(a) Dams	..	..	100% checking will be exercised by E.E.	100% checking will be exercised by the S.D.O.	Measurements will be recorded by the Sub-Engineer.	Para 7.012 7.013 and 7.014	
	(b) Canals, buildings, roads and canal masonry works.	..	..	10% checking will be exercised by the E.E.	100% checking will be exercised by the S.D.O.	Measurements will be recorded by the Sub-Engineer.		.
21.	Custody of all completion drawings in case of-							
	(a) Major Project	..	..	Draftsman in Division Office	..	..	Para 7.012, 7.013 and 7.014	..
	(b) Medium Project	..	..	do.	..	..
	(c) Minor Project	..	..	do.	..	..

- Note :-**
- (1) Percentage checks should be selective so that they reveal the accuracy of the whole work.
 - (2) Percentage checks should not fully overlap the checking done by the lower officer.
 - (3) The original work and checking should not be simultaneous.

Appendix 8.01

(See paragraph 8.014)

RECORD OF WATER PASSED OVER SPILLWAY / WASTE WEIR

Name of tank / reservoir Month Year

Date	Time	Gauge	Head due to velocity of approach	Mean depth over weir (Head over crest)	co-efficient of discharge	Hour	Discharge over the weir during the day in Cumecs	Total discharge to date from 1st of June	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

- Note :-**(1) The formulae to be adopted for Col-6 shall be as adopted for the design of the Spill way/Waste weir.
- (2) The Bench Mark of datum to which the gauge reading in col.-3 refers should be mentioned.

Appendix 8.02

(See paragraph 8.014)

RECORD OF RESERVOIR TANK GAUGE

Name of tank / reservoir Year

Date	R.L. of gauge at 8 A.M.	Contents of tank in cubic meters corresponding to gauge in col.(2)	Increases of contents since previous date in Cubic metres	Decreases of contents since previous date in Cubic metres	Quantity of water used for irrigation in Cubic metres	Quantity of water passed over the weir during the day in Cubic metres	Total Quantity of water received due to rainfall in Cubic meters	Quantity of water lost due to evaporation in Cubic metres	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

Appendix 8.03

(See paragraph 8.014)

Performance Table of Head Works

S. No.	Name of reservoir / tank	Catchment area in Sq. Kms.	Rain fall in mm.	Actual yield received in m ³	Actual run off in mm	Percentage [(Col.-9)/(Col.-5)] x 100	Quantity of water passed over the waste weir in m ³	Quantity of water passed for Irrigation in m ³
			During the month Total from 1st June	During the month Total from 1st June	During the month Total from 1st June	During the month Total from 1st June Balance	During the month Total from 1st June	During the month Total from 1st June
(1)	(2)	(3)	(4) (5)	(6) (7)	(8) (9)	(10) (11) (12)	(13) (14)	(15) (16)

Quantity of water stored in tank in m ³		Quantity of water in tank above L.S.L. in m ³		Quantity of water in tank above L.S.L. in m ³	Quantity of water lost by evaporation and absorption		Depth of water lost due to evaporation and absorption in m ³			Area irrigated to date and duty achieved			
During the month	Total from 1st June	During the month	Total from 1st June	On 1st June	At the beginning of the month	At the end of the month	During the month	Total from 1st June	During the month	To date from 1st June	Kharif	Rabi	Perennial
(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)	(25)	(26)	(27)	(28)	(29)	(30)

Note :- To be submitted monthly by the Sub-Divisional officer to the Executive Engineer and by the Executive Engineer to the Superintending Engineer and by the Superintending Engineer to Chief Engineer.

[Chap. VIII]

Appendix 8.04

(See paragraph 8.015)

Canal Gauge Register

Date	Canal Gauge at			Discharge at canal head	Total Quantity of water passed during the day	Total Quantity of water supplied up to date	Area under Irrigation	Delta achieved by end of the month	Remarks
	8.00 A.M.	12.00 Noon	4.00 P.M.						
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

[Chap VIII]

Appendix 8.05

(See paragraph 8.015)

Performance Report of Canals

Name of Project

Head discharge

F. S. L.

Side Slopes

Bed width

S.No.	Name of Canal	Total water released during the month	Total water released up to the end of month	Area Irrigated up to date	Delta achieved at the end of month	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Appendix 8.06
Annual Inspection Register
(See paragraph 8.017)

SNo	Items/Particulars to be Inspected/Checked/Verified		Date of inspection and remarks by the S.D.O.	Date of inspection and remarks by the E.E.	Remarks by the S.E.
(1)	(2)		(3)	(4)	(5)
1.	(a)	A- General		Checked/Verified	
		That reservoir is not filled until the stage of progress of works will permit it without endangering public property. The first filling of the reservoir should only be done after carefully examining the competency of the dam and adequacy of the outflow control devices etc.			
	(b)	Ensure that the gates are operated by fully trained operators and that they are familiar with the operating instructions.			
	(c)	Ensure that other persons are allowed to go near the operating mechanism only with the operator or his superior officer.			
	(d)	A date wise register of record of operation, maintenance as per schedule and any other repairs carried out should be maintained.			
	(d)	Any unusual phenomenon such as excessive vibrations, noises should be recorded and faults and damages immediately reported to the competent authority.			

	(f)	Adequate stock of such spare parts which may be required for immediate replacement due to damage etc. should be maintained.			
	(g)	It is always desirable to get power supply from two independent sources. Also in all important installations having large spillway capacity, diesel generating sets, at the dam site should serve as standby.			
2	That an officer is specifically designated to be in overall charge of dam and reservoir.				
3	That the following records / data are available at site in charge of a responsible Engineer.				
	(a)	In case of masonry / concrete dams :-			
	(1)	Geological data on the foundations and abutments, along with reports, details of special foundation / abutment treatment carried out.			
	(2)	A set of drawings according to which the work was actually carried out.			
	(3)	Details of instruments embedded in to the structure and summarised data of observations thereon.			
	(4)	Data on control tests during construction in respect of concrete, mortar and their constituent materials, details of construction stages, particularly like in the low blocks where considerable time elapsed prior to resumption of work.			
	Important Inspection Reports and Reports of consultants.				
	(b)	In case of earth / rockfill dams.			
	(1)	Complete foundation data and foundation treatment adopted.			
	(2)	A set of construction drawings indicating actually constructed profiles.			
	(3)	Photographs showing all phases of construction.			

	(4)	Details and location of instruments installed, if any, and summarised data of observations.			
	(5)	Stage wise construction record of the dam showing volume and heights achieved in each season and the time rate of progress.			
	(6)	Important inspection reports and reports of consultants.			
	(7)	Summarised records of compaction control, sampling and complete laboratory and field test results on all record samples and records of special compaction done near concrete / masonry structures, abutment contacts and outlet location, if available.			
	(c)	In case of Gates Hoists and other operating mechanism :-			
	(1)	A complete set of detailed design calculations together with the drawings of gates, gate grooves, embedded parts, hoisting mechanism and control etc.			
	(2)	Designer's operating criteria and / or detailed operating instructions for the various types of gates installed in the dam.			
	(3)	Operating charts for various gates with suggested precautions if any, considered necessary based on model studies.			
	(4)	Record of all the previous operations, giving reservoir level, duration of operation and any other important observations during the period of such operation.			
4		That responsibility is assigned to a competent person to be alert in looking out for distress conditions such as excessive settlement, deflection, seepage, up lift pressures, pore pressures and deterioration of mortar or concrete.			
5		Ensure availability of access to vital parts and adequacy of lighting facilities.			

6	The adequacy and proper functioning of alternate lighting, flood warning and communication system.				
7	That outlet conduits located in the earth dam, which are vulnerable points are given special attention during maintenance. Special watch should be kept on amount of seepage, cracks-longitudinal or transverse, near the outlet location. Sometimes it may be desirable to have continuous observations of seepage for the outlet reach alone.				
8	That careful examination of the upstream slope of the dam is carried out after periods of sustained high velocity winds and when reservoir surface is being drawn down, for evidence of cracks, slides, subsidence or damage to slope protection such as displacement in rip rap or other signs of erosion.				
9	That the drainage system in the foundation and the dam body is in good repair.				
10	And look for leaks, cracks and spalling on the surface of the Masonry/Concrete dam and in openings like galleries and adits.				
11	That the abutment is kept under observation particularly looking for leaks, cracks, slides etc.				
12	That no blasting operations are carried out in the vicinity of the dam or its appurtenant structures.				
13	Where instruments are installed in the Earth Dam, the following observations are made :-				
	(a)	Hydrostatic pressure within the foundation and the embankment to check on seepage condition and performance of the drainage system. Observations on pore pressures at the down stream with respect to filling of reservoir to know whether			

		the increase in pore pressure is proportionate or excessive.			
	(b)	Settlement of various zones of the embankment and that of foundations in different reaches.			
	(c)	Observations of seepage discharges to evaluate whether the drainage arrangements are functioning as intended without undue increases in pore pressure.			
	(d)	Observations of wet patches, sloughing, erosion of material from the dam foundations or abutment.			
14	Where no instruments are installed in the Earth Dam following visual inspection and observations are carried out :-				
	(a)	General condition of seepage through the dam foundation and abutments whether seepage is increasing or decreasing any departure from normal conditions of seepage which may result in seepage flow, spring bubbles, wet patches, washing out of fine materials on the dam slope. Such continued observation of seepage should be reachwise and not in a consolidated single observation point. Setup facilities for observation of water level in the river upstream and downstream of the dam and also for measurement follows. When such phenomena are observed, set up permanent observations at the affected portions in regard to changes in seepage and uplift pressures with respect to time. Take special care during floods or reservoir filling.			
	(b)	Condition and performance of drain, relief well, particularly those which are accessible for inspection.			

	(c)	Condition of upstream slope protection of the dam within the visible portion of the dam.			
	(d)	Condition of the crest and slopes of dam specially in the zones adjacent to concrete structures. Detect the deformations, settlement cracks or other distress conditions caused by external erosion due to rain, wind etc. Set up permanent observation system for the same at places of its occurrence. Seepage at junctions between earth/masonry/concrete retaining wall or core-type junctions with concrete dams is a possible source of trouble and should be carefully watched.			
15		That stock of piles of suitable and sufficient filter materials, rockfill, gravel and sand are kept near the down stream site of the dam, adequately protected at vulnerable locations for use in any emergency.			
16		That samples of reservoir water are collected periodically from seepage to find out whether any material is being washed out.			
17		Watch for scour downstream of spillway and ensure measures for protection against harmful retrogression.			
B- Gates and Hoist Mechanism					
1		Before Floods :-			
		Check			
	(i)	That paint on gates is in good condition and damaged patches are repainted.			
	(ii)	The rubber seal for wear and tear and replace, if necessary.			
	(iii)	That prior to operation of gates, hoists etc. all the keys, bolts are tightened.			

	(iv)	That all gates and sluice valves installed at the dam site (for crest, sluice etc) can be raised and lowered through full range of travel.			
	(v)	That gates, wheels trunnion bearings are cleaned and thoroughly lubricated.			
	(vi)	That gate grooves are cleaned and no boulders, log of wood etc. is wedged.			
	(vii)	That all embedded parts are in proper shape.			
	(viii)	The ropes and chains for rusting, broken strands, reduction in diameter and condition of sockets and clamps. Replace or repair immediately.			
	(ix)	Repeat check under B-1 (iv).			
	(x)	That wire ropes, chains, bearing points, hinges, spur gears and pinions are lubricated.			
	(xi)	The gear teeth for any crack, undue wear/damage. Replace, if necessary.			
	(xii)	And replace oil in worm gear reducer and limit switches and gear boxes.			
	(xiii)	For adjustment of brake shoe so that it bears tightly when applied. Shoe lining is to be replaced immediately if required.			
	(xiv)	For defects, loose contracts in electrical wiring system including control panels.			
	(xv)	That hand cranks are kept under lock and key are not attached on hoist mechanism when operated by electrical energy.			
	(xvi)	That a warning sign indicating “Danger, Do not switch on” is hung during maintenance.			
	(xvii)	That the operating crane is in “A-1” condition and the operators are instructed to lift the emergency gates stop logs in a vertical direction so that allowable lifting			

		capacity is not exceeded.			
	(xviii)	That adequate stock of spare parts which may be required for immediate replacement is maintained.			
	(xix)	That the power supply is from two independent sources and in addition, for important installation having large spillway capacity, a diesel generating set is installed as a standby.			
2		During Floods :-			
		Ensure -			
	(i)	That the officer who is specifically designated to be in overall charge of dam is constantly available at dam site.			
	(ii)	That a date wise register of records of operation of gates is maintained. This should also include details of any unusual phenomenon like excessive vibration, noises etc.			
	(iii)	That downstream settlement, inhabitants, plants, industries and transportation agencies are warned in time.			
3		Immediately after earthquake / rock falls / mountain slides :-			
		Ensure -			
	(i)	that the spillway and outlet works are operated judiciously in the best interest of public safety, regardless of economic loss through loss in storage and power.			
	(ii)	that the appropriate authorities are informed immediately of unusual conditions or impending danger.			

(C) Mansory works on spill channel					
(D) Other items					
		Canals :			
	(1)	Main Canals.			
	(2)	Distributaries.			
	(3)	Masonry Works.			

[Chap. VIII]

APPENDIX 8.07

(See Paragraph 8.017)

SCHEDULE OF SUBMISSION OF ANNUAL INSPECTION REGISTER

Name of return	To E.E.	To S.E.	To C.E.
Report on Annual Inspection of Head works by the S.D.O.	Between 1st November and 15 th December.	The register will be submitted by E.E. to S.E. up to 15 th January after recording his remarks. The registers of projects having C.C.A. less than 2000 hectares will be returned by S.E. after scrutiny to E.E.	The register will be submitted by S.E. to C.E. up to 15 th February after recording his remarks.
	The register of minor projects having C.C.A. less than 500 hectares will be returned by E.E. after scrutiny to the S.D.O.		
Report of Annual Inspection of canals by the S.D.O.	Between 1 st November and 15 th December.	The register will be submitted by E.E. to S.E. up to 15 th January after recording his remarks.	The register will be submitted by S.E. to C.E. up to 15 th February after recording his remarks.
	The register of canals carrying less than 3 cumecs shall be returned by E.E. after scrutiny to the S.D.O.		
Remarks :- The register will be returned by the C.E. to S.D.O. through S.E. / E.E. immediately after recording his remarks.			

APPENDIX – 9.01

(See paragraph 9.010)

INSTRUCTIONS FOR S.D.O's AND SUB-ENGINEERS (E. & M.)

For care and maintenance of steam plant

General

1. (a) The Sub-Engineer (E & M) in his examination of a boiler and its fittings should carefully examine the safety valves and should at every inspection satisfy himself that they are in good working order; if he has any doubt as to the pressure on them, he should see them tried under steam and satisfy himself that they blow off properly at the pressure assigned to them.
- (b) The safety valves should be set to the working pressure and locked. The keys shall be kept by the S.D.O.
- (c) In setting the safety valves care should be taken that each safety valve has a lift equal to at least one-fourth its diameter and that the openings for the passage of steam (to and from the valves), as well as the waste steam pipe should each have an effective area of discharge not less than the driver combined area of valves they serve.
2. A pressure once allowed in the boiler is not, under any circumstances to be increased or the safety valve altered by the driver.
3. The Sub-Engineer (E&M) should see that the steam pressure gauge, glass water gauge and gauge cocks and blow off cocks are in order.
4. The fusible or lead plug should be examined by the Sub-Engineer E&M on every inspection and a report sent to the E.E. that this has been done.

Inspection of boilers

The inspection of a boiler may be either:-

- (a) To ascertain its general condition.
- (b) A full test.

The former will be carried out when there is no doubt as to its generally satisfactory condition; the latter when this is doubtful.

For the former (a)-

The boiler should be examined externally for wasting from corrosion and leaks and their location recorded.

All internal seams should be carefully examined and the effect of corrosion or pitting noted.

All stays should be examined and tested by light blows of a hammer to reveal by sound whether they are cracked or broken.

For the full test (b) –

The boiler should when necessary after the above, subjected to a careful test by hot water at a temperature of 100⁰ to 208⁰ Fahr. and at a pressure which exceeds the working pressure by 5 percent.

The pressure to be applied after the boiler has become sufficiently warm to produce uniform expansion of the plates while the pressure is on. All exposed surface of the boiler should be tested with light blows of a hammer and all flat stayed surface proved with a straight edge and any change in form noted.

When the test pressure is removed permanent set and alteration of shape should be noted and search made for indication of weaknesses developed during the test. A boiler should be inspected if in regular use twice a year but if used only during the rains, one inspection is sufficient. After the boiler has been examined and tested the parts of the engine must be carefully examined and the results entered in the form given in appending 9.05.

[Chap.IX]

APPENDIX 9.02

(See paragraph 9.010)

INSTRUCTIONS FOR DRIVERS

The care and maintenance of steam plant

1. *Wash-out of a boiler* – (a) The boiler to be washed out once a week.

(b) The tubes, fire-box and fire-bars to be cleaned. A man-hole is provided in the side of a boiler for cleaning of the fire-box, crown stays and the outside of the tubes. This is a most important duty and the drivers must not neglect it.

Boiler fluid – Boiler fluid should be used for wash-out to remove all the accumulated scale inside the boiler due to dirty water, etc.
2. *Boiler to be kept clean* – The boiler must be kept clean and care taken that there is no blowing through the piston.
3. The drivers should not fill the boiler whilst hot, this damages it by the consequent contraction of the plates.
4. The boiler must not be blown off under steam.
5. *Bearings and brasses* – To keep the engine in good working order, the bearing and brasses must have careful attention. No bearing should, at any time, be allowed to work hot or to knock whilst working; the brasses to be kept tight enough (but not too tight) both heating or knocking must be prevented.
6. *Bolts and nuts* – All bolts and nuts and studs must be kept perfectly tight and split pins should not be loose.
7. All the oil holes and channels to be kept clean, it is essential that the oil used should go to the part for which it is intended.
8. The engine must be kept clean by wiping off oil, etc., instead of allowing it to accumulate and form scale.
9. The practice of leaving engines in the evening with steam pressure on is most objectionable and dangerous. Driver also must not leave their engines till the

pressure is run down.

10. After a day's work the engine should be left on the side of the road and not in the centre.
11. Rollers left at roadside at night must have side red lamps. and a chowkidar.
12. After the consolidation is over, the engine must be kept under cover, emptied and cleaned, the turned steel parts covered with a paste of white lead to prevent corrosion.
13. Engine must always be started on lowest speeds and top speed must not be used until the metal is nearly consolidated.
14. S.D.O (E&M) and subordinates are responsible for the observance of these instruction.

[Chap.IX]

APPENDIX 9.03

(See Paragraph 9.010)

List of Stores Required for Day's Use and for a Wash-out of Steam Roller Weighting 10 to 12 tonnes

(For guidance only)

S. No.	Description of Materials	Quantity required for 8 hrs. working	Quantity required for washout after 100 working hrs.	Remarks
(1)	(2)	(3)	(4)	(5)
1.	Cylinder oil Nassa 79 or 1000 G or 666 G or Cylinder oil H.	1 Litre	Nil	
2.	Main gear oil as above	Nil	2 Litre	
3.	Rotella 30 for oil cups	1.5 Litre	Nil	
4.	Grease cardium E for pump and steering gear	½ Kg.	Nil	
5.	Grease cups-cup Grease 3	1 Kg.	Nil	
6.	Kerosene	0.5 Litre	1 Litre	
7.	Cotton waste	½ Kg.	1 Kg.	
8.	Coconut Oil	Nil	100 gm.	
9.	Wool	Nil	20 gm.	

10.	Copper wire 36 swg.	Nil	20 gm.	
11.	Red lead	Nil	250 gm.	
12.	White lead	Nil	250 gm.	
13.	Washing soap	Nil	1 Bar (250 gm.)	
14.	Washing Soda	Nil	500 gm.	
15.	Asbestos Rope of 15 mm. dia.	Nil	½ kg.	
16.	Steam Joint Sheet	Nil	500 gm once a month	
17.	Coir string	100 gm.	200 gm.	
18.	Hemp Superior	Nil	200 gm.	
19.	Boiler Composition	Nil	1 Litre. Use one day prior to wash out.	
20.	Match box	Nil	One	
21.	Fire Wood	6 Kg.	Nil	
22.	Steam coal or Fire Wood	0.3 to 0.5 Cum according to the Quality OR 12 to 14 quintals of dry fire wood.		
23.	Emery	Nil	1 sheet	
24.	Brasso Polish	Nil	1 Tin	

[Chap. IX]

APPENDIX 9.04

(See Paragraph 9.010)

History Register of Boiler in the Circle.....Department

[illegible]

[Chap. IX]

APPENDIX 9.05

(See Paragraph 9.010)

Form of Report on the Condition of Engine and Boiler and Repairs Executed

Name of Part	Condition when inspected by Sub Engineer and S.D.O.	Cost of repairs	Remarks after completion of repair
(1)	(2)	(3)	(4)
Boiler		Rs. Ps.	
1. Boiler tubes			
2. Crown Plates			
3. Fire-box and fire-bars			
4. Smoke – box			
5. Steam gauge			
6. Test cocks and gauge column cocks			
7. Blow-off cock			
8. Results of test under hydraulic pressure			
Engine			
1. Cylinder piston head and piston rings			
2. Slide valve setting and steam parts			
3. Big end and little end brasses			
4. Main Brasses			

APPENDIX 9.06
(See paragraph 9.024)
WORKS DEPARTMENT
lkfCyd oDI Z fMi kVbW
Bid- sheet
uhyke dh ckyh dk r[rk

(A copy, in Hindi and English of this sheet and of the prescribed form of agreement applicable to the contract shall be available for inspection at the place of auction, and their contents shall be fully explained of the bidders.)

¼ bl r[rs dh vkj Bds ds fy; s ykxw gkus okys bdj kukes ds fuf'pr ueus dh , d udy vaxth vkj fglrh ea uhyke
dsepk ij eykfgt ds fy; sj[kh tkoxh vkj ckyh ckyus okys dks ml dk etew vPNh rjg l e>k fn; k tk; xk ½

Particulars of the property to be sold by auction :-

uhyke ea cph tkus okyh tk; nkn dh rQl hy %&

Designation of the officer competent to accept the bid (hereinafter called the competent authority)

ckyh eatj djus ; kx; vQl j dk vknk ¼tks fd vkxs ; kx; vf/kdkjh dgk x; k g% &&

Designation of the officer holding the auction –

uhyke djus okys vQl j dk vknk &&

CONDITION OF SALE

fcđh dh 'krđ

1. With the approval of the competent authority the officer holding the auction shall fix the amount at which the auction shall be started and the lowest amount by which bid shall advance.

1- ;kx; vf/kdkjh dh eatijh l s uhyke djus okyk vQl j uhyke dh 'kq ckyh dh jde Bgjk nsk vkj ckyh c<kus dh de l s de jde Hkh Bgjk nsk-

2. The officer holding the action shall have power to close the auction at any bid.

2- uhyke d j u s o k y s v Q I j d k s v [R ; k j g l s k f d f d l h H k h c l s y h i j u h y k e [r e d j n s

3. No person shall be allowed to bid unless he has deposited within S.D.O. Sub-Division /E.E.
..... Division, a sum of Rs. (in words) in cash.

3- fdl h Hkh 'k[r dks tc rd fd og l c&fMfotuy vMlQI j ----- l c fMohtu@,DI hD; fVo bathfu;j -----
----- fMohtu ds ikl ----- : i ; s 1/4 {kjh ----- 1/2 uxn tek u dj nscksh cksh us dh btktr ugh
nh tkoxh

Note :- This clause may be deleted, when the value of the lease did not exceed Rs. 200 in the previous year or when if there was no similar lease in the previous year, the lease is not expected to fetch more than Rs. 200.

4. After closure, all bidders taking part in the auction or such of them as may be required by the officer holding the auction, shall

sign or make their thumb marks on the memorandum at the foot of the list of bidders hereinafter given.

4- uhyke [kre gkus ds ckn dñ ckyh ckyus okys tks uhyke ea Hkkx ys ; k muea l s , d s ykx ftudks uhyke djus okyk vQl j dgs vkxs nh gpl ckyh ckyus okys dh QgfjLr ds uhps dks ; knnk' r ij nLr[kr djxs ; k vxBS ds fu' kku yxkoA

5. Any bid accepted by the competent authority shall be binding on the bidder. The competent authority shall not be bound to accept the highest or any bid.

5- ; kx; vf/kdkjh dh eatij dh gpl dkbZ ckyh ckyus dks dñy djuk t: jh gkxk- ; kx; vf/kdkjh ds fy; s ; g t: jh ugh gSfd l cl sT; knk jde dh ckyh ; k dkbZ Hkh ckyh eatij djs

6. No contract shall be complete until the competent authority has passed an order accepting the bid and the bidder shall have no right to work under the contract until such order is passed.

6- tc rd ; kx; vf/kdkjh ckyh eatij djus dk gpe u nxk rc rd dkbZ Bdk iDdk u gkxk vkj , d k gpe gkus rd ckyh ckyus okys dks Bds ds erkfcd dke djus dk dkbZ gd u gkxk-

7. The person whose bid is accepted shall, if instructed by the competent authority, execute an agreement in the prescribed form within the time fixed by the said authority.

7- ftl 'k[l dks ckyh eatij dh tk; xh og gkfde etkt ds funku ds erkfcd ml ds epj] fd; s gg oDr ds vUnj epj] ueus ea , d bdjkjulek fy[kxA

8. If any person fails to execute the agreement within the time fixed as aforesaid, the competent authority may accept any other bid in this bid-sheet in this bid-sheet or order a re-auction, and such persons shall be liable for any loss that may be sustained by the

Government. The amount of the loss may be recovered as an arrear of land revenue.

8- vxj d'k[i gys dgs x; s fuf' pr l e; ds vlnj bdjkjkek u fy[ks rks ; k; vf/kdkjh bl ckyh ds r[rs eantZ dh gpf d l h n jh ckyh dks eatij dj l drk gS ; k fQj l s uhyke djus dk gDe ns l drk gS vkj og 'k[l ml upl ku dk nsunkj gkxk tks l jdkj dks mBkuk i Msupl ku dks jde crk; k ekyx tkjh ds ol y dh tk l drh gA

LIST OF BIDDERS
ckyh ckyus oky dh QgfjLr

Name of bidder ckyh ckyus okys dk uke		Amount of bid ckyh dh jde	
Rs.		Ps.	
: -		i s	

MEMORANDUM

; knnk' r

We, being the person who have made the bids as shown against our names in the aforesaid list, have understood the condition of this bid-sheet and the agreement applicable to the contract which have been explained to us and we agree that each of us is liable to be held to his respective bid if it is accepted by the competent authority.

mij crykbl gpl QgfjLr ea gekjs uke ds l keus ntZ dh gpl cksy; ka geus cksyh gā vks bl cksyh ds r[rs vks Bds
bdjkjukes dh 'krz tks gea cryk nh xbl gā geus l e> yh gā ge bdjkj djrs gā fd ; k; vf/kdkjh ds eatij djus ij gea l s
gj, d 'k[l viuh&viuh cksyh dh jde dk nunkj gksk-

Name in Full and Address

ijk uke o i rk

Signature or thumb-mark of the bidder

cksyh cksyus okys ds nLr[kr ; k vāBs dk fu' kku

Date 19

rkjh[k -----19

.....
Signature of officer holding the auction

uhyke djus okys vQl j ds nLr[kr

I accept the bid of Rs. (in words)

Rs. made

by

of dh : i ; s ¼{kj h½

.....

..... dh ckyh eatij djrk gñ

.....

Date19

Signature of competent authority

rkjh[k19

; kX; vf/kdkjh ds nLr[kr

[Chap. IX]

APPENDIX 9.07

(See paragraph 9.028)

Agreement form for Lease of Encamping Grounds

I/We son(s) of resident of in tahsil of district, do hereby agree to lease the encamping ground situated in kilometer of the road from the Division for a period of years that is to say from to for which I/We agree to pay Rs. only in two installment annually on the 1st April and 1st September of each year.

I/We further agree to plough up the entire land and to use the said land for agriculture purpose and for growing food crops only.

I/We also agree to vacate the encamping ground at any time when required by the department after 24 hour's notice has been given by the E.E.

In the event of my/our being required to vacate the encamping ground, I/We agree to accept full payment for damage such compensation as may be assessed by the Collector.

(See paragraph 9.031)

**Executive Instructions for the Transport of Heavy Machinery and Plant on W.D.
Roads**

1. Heavy machinery and plant, which cannot be carried in the ordinary Country carts or in vehicles drawn by not more than four bullocks or in licensed motor vehicles shall not be transported along Government roads unless the permission of the E.E. has been obtained in accordance with these rules and an agreement has been executed in the form prescribed in Annexure A.
2. Any person, who transports heavy machinery or plant along Government road without executing an agreement as required by rule I shall be deemed to have trespassed on the road and shall be proceeded against according to law.
3. An application for permission to transport heavy machinery shall be made to the E.E. of the division not less than 21 days before the date on or from which such transport is to be commenced. in exceptional cases, the E.E. may accept less than 21 days notice, if there is sufficient time to allow him to take action in accordance with rule 8(a).
4. The application shall contain the following information :-
 - (a) Weight of load, which it is proposed to carry (taken from railway receipt if possible and certified as such)
 - (b) Weight of lorry or other conveyance proposed to be used for carrying the load.
 - (c) Weight of the locomotive or tractor (if any) which it is intended to use for the haulage of the load.
 - (d) Numbers of wheels of lorries, locomotive or tractor if any.
 - (e) Diameter and width of tread of wheels of lorries locomotive or tractor if any.
 - (f) Route which it is intended to follow and distance to be traversed, giving names of starting place and destination.
 - (g) Date of departure.

- (h) Name and address of responsible agent who will accompany the transport.
 - (i) Precautionary arrangement to be adopted to prevent accidents on sharp curves or gradients.
5. The following limits are prescribed for dimensions and loads :-
- (a) The maximum load on any one vehicle including the weight of the vehicle itself shall not exceed 16 tonnes.
 - (b) The diameter of wheels shall not be less than 46 c.m.
 - (c) The distance axles of lorries carrying weight in excess of 8 tonnes shall not be less than 3 meters.
 - (d) The weight carried shall not exceed 1/8 tonne per c.m. width of tyre, nor shall the total weight on one axle exceed 11 tonnes.
6. The following rules shall be observed as to the rate of travel and precautions to be taken at night and at the time the vehicles are in motion :-
- (a) The rates of haulage over bridges shall not exceed 10 km per hour.
 - (b) At night the vehicle shall be drawn up to one side of the road and the road width shall not be obstructed.
 - (c) At night, the vehicle so drawn up shall have two head lights and two tails lights coloured red, and a chowkidar shall be kept in its charge.
 - (d) No vehicle shall travel between sunset and sunrise except with the special permission of the E.E., which will only be given in a case of emergency.
7. The following instruction shall be observed in the case of break down :-
- (a) The owner shall be responsible for clearing his vehicles and load off the road within 24 hours of the break-down.
 - (b) The break- down shall be reported at once by the owner or his agent who so ever is on the spot to the nearest W.D. official.
 - (c) Crowbars or other implements likely to damage the road surfaces shall not be used to facilitate transport.
8. (a) Before granting the permission requested in application, made in accordance with rule 3 and drawing up an agreement, the E.E. shall satisfy himself that the bridge on the roads to be traversed are capable of carrying the load, and shall expressly forbid the applicant to use such bridges as he considers unsafe and shall enter details of them in the agreement. This shall not however render Government in any way responsible for any damage

caused to the applicant's conveyance, engines, plant, machinery or staff by his taking them over bridges not specified as unsafe.

(b) The applicant shall himself at his own expense, make side –tracks where necessary owing to bridges not being considered capable of carrying the load which he wishes to transport. He shall immediately after transport restore to its original state any portion of the roadway which may be disturbed in the course of the transport.

9.
 - (a) The applicant shall deposit such amount as may be fixed by the E.E. but the amount so fixed shall not ordinarily exceed Rs. 10 per Km. of the road traversed.
 - (b) All sums due under the agreement shall be paid out of the deposit made under clause (a) and the balance if any shall be refunded to the depositor after the transport is completed.
 - (c) Should an applicant give such information under rule 4, which in the opinion of the E.E. is incorrect, the whole of his deposit shall be liable to be forfeited.
 - (d) Should the deposit be insufficient to meet the cost of the damage caused to the roadways or any workers in connection with it, the applicant shall pay the additional amount as may be required by the E.E. with in 10 days of receipt of intimation from him.
10. In the case of any doubt or dispute arising out of or under the agreement referred to in rule 1, the matter shall be referred to the S.E. whose decision shall be final and binding on both parties to it.

APPENDIX 9.08

ANNEXURE - A

Form of agreement for the transport of heavy machinery on W.D. roads, referred to in rule 1

This agreement made this day of 19 between the Governor of Madhya Pradesh acting through the E.E., Division of one part and son of resident of district (hereinafter called the applicant which expression shall when the context so admits, be deemed to include his heirs, executors, administrator and assigns) of the other part.

Whereby it is agreed as follows :-

1. The applicant is hereby permitted to transport the following loads :-

Number of Lorry

Weight Loaded in Lorry.

.....
.....
.....

Details of lorries :-

Lorry No.	Weight of lorry	Width of tyre	Diameter of wheel	Distance between axles
--------------	-----------------	---------------	-------------------	------------------------

along the following roads in charge of the Department

Name of road	From	To	Kilometre
.....			
.....			
.....			

Numbers must correspond i.e. numbers against weights must be those of the lorries in which the articles are transported.

2. The applicant hereby undertakes to abide by the rules attached hereto in so far as they are applicable, and to deposit, before commencing the transport a sum of Rs. () from which amount such recoveries as may become due

from him may be made by the said E.E. In the event of such recoveries being in excess of the amount deposited the applicant agrees to make payment of such excess amount to the said E.E. with in 10 days of the receipt of notice from him of the amount due.

3. The applicant hereby absolves Government from all responsibility and liability for any loss which he may incur due to bridges, culverts or causeways, other than those mentioned below proving insufficiently not to make use of the following bridge, etc., which are according to the said E.E. unsafe on the date of execution of this agreement for the loads which he is permitted to transport :-

Kilometre	Description of work

4. Any money falling due under this agreement shall, if not paid by the applicant, be recoverable from him as an arrear of land revenue.

Applicant.

Date

Witness.

Witness .

Date

Executive Engineer.

Date

Witness

Witness

Date

[Chap. IX]

APPENDIX 9.09

(See paragraph 9.037)

Extracts of the Law Department

**Chapter VIII – Prosecution of Criminal Cases
Instituted at the Instance of Departmental Officers**

Para 107.- Scope of the Chapter :

The rules in this chapter relate to departmental prosecution i.e. criminal cases instituted at the instance of a Government Officer relating to acts of which he has knowledge in his official capacity. Its contents are intended mainly to help officers who have no experience of the procedure followed in the institution and conduct of cases in criminal Courts .

Para 108.-Expediency of consulting district Magistrate in all cases;

Before launching a prosecution a government officer should consult the district magistrate informally regarding the procedure to be adopted, unless the cases of a kind which is frequently launched by the department to which such officer belongs and the procedure is familiar to him. In all cases of doubt the District Magistrate should be consulted.

Para 109.- Report to police in cognizable cases ;

When the offence is cognizable (i.e., one in which column 4 of the first schedule of the code of criminal procedure 1973 (No.2 of 1974), shows that the police may arrest without warrant) there is no difficulty. A report should be sent, giving a clear, consecutive and chronological statement of the salient facts to the nearest police station.

Note: - Amendments issued from time to time are also to be taken into Account before taking action.

All further steps will be taken by the police, but the officer making the report must render all assistance in his power.

Para 110.- District Magistrate to be consulted in Non-cognizable cases:

When the offence is non-cognizable (i.e. one in which column 4 of the first schedule of the code of criminal procedure.1973 (No. 2 of 1974) shows that the police may not arrest without warrant) and is of a kind not familiar to the departmental officer instituting the prosecution, the District Magistrate should always be consulted as certain formalities may be required in the institution of the case to ensure that the prosecution is legal. These formalities are set-out in sub-section(1) (a) of section 195 and in section 197 of the code of criminal procedure. 1973 (No. 2 of 1974).

Para 111.- Complaint in cases not requiring sanction of Government :

- (1) When the case does not fall within the scope of section.197 of the code of criminal procedure. 1973 (No.2 of 1974), the officer instituting the prosecution should send a written complaint to the magistrate having jurisdiction.
- (2) The complaint should give a clear consecutive and chronological statement of the salient facts.
- (3) If the case falls within the scope of Subsection (1) (a) of section 195 of the Code, the complaint should contain a statement that, with reference to that section, the complainant is the public servant concerned.
- (4) Under clause (a) of the first proviso to section 200 of the code it is no longer necessary for a public servant to be examined by the Court when he makes a complaint in his official capacity; but if the complaint is intricated the officer making it should present it personally in order that the Court may have an opportunity of alucidating any obscure point.

Para 112.- Procedure in cases requiring sanction :

- (1) When the case falls within the scope of section 197 (of the Code of Criminal prosecution 197) of the Code of Criminal procedure; 1973 (No. 2 of 1974), no prosecution can be instituted without the previous sanction (as the case may be) of the Government.
- (2) The Departmental authorities should consult the District Magistrate and submit a complete report to Government through the head of the department concerned. Further steps to be taken will be indicated in Governments orders.
- (3) If there be doubt whether section 197 of the code or Criminal procedure, 1973 (No. 2 of 1974), applies, the legal Remmembrancer should be invariably be consulted.

Para 113.- Appointment of Prosecutor in simple cases :

In simple cases of departmental prosecutions, for which the police are not responsible, the officer laying the complaint is responsible for the proper prosecution of the case. This should ordinarily be done by appointing a departmental officer or subordinate familiar with the facts of the case to be prosecutor. Such prosecutor must ask for the Court's permission to appear under section 302 of the Code of Criminal procedure, 1973 (No. 2 of 1974).

Para 114.- Engagement of public prosecutor in complicated cases;

When the case is a complicated one, the officer instituting it should approach the District Magistrate with a view to the engagement of the public prosecutor.

Para 117.- Procedure in cases involving loss mentioned in rule 22 of Financial Code :

When a prosecution against a Government servant is or is likely to be necessary in connection with the losses mentioned in rule 22 read with the instruction in Appendix I Fin. Code Vol. 11 of the Financial Code Volume I, the following procedure shall be followed by the officer of the department concerned.

- (a) The officer of the department concerned shall follow the procedure laid down in the said rules 22 read with the instruction in Appendix I Fin. Code Vol. II in making reports of losses to the competent authority.
- (b) As soon as a reasonable suspicion exists that a criminal offence has been committed, the senior officer of the department concerned present in the station shall report to the District Magistrate and ask for a regular police investigation under the Code of criminal procedure, 1973 (No. 2 of 1974).
- (c) If the District Magistrate agrees that an investigation may be made, the senior officer of the department concerned present in the station should (i) request the District Magistrate to arrange for the investigating to proceed from day to day (ii) see that all witnesses and documents are made available to the investigating officer and (iii) associate with the investigation officer an officer of the department who is not personally concerned with the irregularity leading up to the loss. but who is fully cognizant of the rules and procedure of the office in which the loss has occurred.
- (d) When the investigation is completed an officer of the department (accompanied by the officer who attended the investigation) shall be made available for conferences with the authority who will decide whether a prosecution should be instituted if it is decided not to prosecute the case shall be reported through the usual channel to government for orders.
- (e) If it is decided to prosecute the departmental representative should ascertain from the prosecuting officer whether having regard to the engagements of the prosecuting staff and the state of work in the court which would ordinarily hear the case, it is necessary to move the district Magistrate to make special arrangements for a speedy trial and should request the prosecuting officer to make any application that he may think necessary.
- (f) When the case is put in to court by the police, the senior officer of the department concerned present in the station should see that all witnesses serving in the department and all documentary evidence in the control of the department are punctually produced and should also appoint an officer of the department (preferably the officer who attended the investigation) to attend the proceedings in Court and assist the prosecuting staff.

- (g) If any prosecution results in the discharge of acquittal of any person or in the imposition of sentences which appear to be inadequate the senior officer of the department concerned should at once consult the District Magistrate as to the advisability of instituting further proceedings in revision or appeal as the case may be and if the District Magistrate is of the opinion that further proceedings are necessary should request him to proceed as he would in any other case.
- (h) The Senior Officer of the department concerned present in the station should see that in addition to the reports required under clauses (a), (b) and (d) above prompt reports are submitted to Government through the usual channel regarding, –
 - (i) the commencement of a police investigation ;
 - (ii) the decision to prosecute in any particular case ;
 - (iii) the result of any prosecution;
 - (iv) the decision to proceed further in revision or appeal in any case ;
 - (v) the result of any proceedings in revision or appeal ;
- (i) Notwithstanding anything contained in clauses (b) to (h) the senior officer of the department concerned present in the station may; if he thinks fit ;refer any matter through the usual channel for ;the orders of government before taking action .

Chapter IX— Assistance to Government Servants in Criminal Cases Instituted by or against them.

Para 118.- Scope of the Chapter:

The rules in this chapter provide for assistance to be given to government servants in instituting criminal cases for defamation and in defending criminal cases instituted against them in relation to acts done by them in their official capacity.

Para 119.- Assistance in prosecutions for defamation :

When Government, on an application by a government servant consider it desirable that he should prosecute under section 500 of the Indian Penal Code, (XLV of 1960) for a defamation uttered or published against him in his capacity as public servant if will assist him and engage the Public Prosecutor to appear. The application should be made through the District Magistrate or the head of the department .

Para 120.- Reporting prosecution:

- (1) When a prosecution is instituted against a Government Servant for anything done by him in his official capacity he shall at once inform his superior officer and the head of the department and report to them as soon as possible there after the facts and circumstances of the case.
- (2) The head of the department shall then make or have such enquiries made be necessary and forward the report to Government with his comments and recommendations for orders.

Para 121.- Defence of Government servant:

- (1) When a prosecution is instituted against a Government servant on account of an act done by him in his official capacity, government may defray the expenses of his defence, provided his act was justified by law, or provided he believed himself after due care and attention to be justified by law in doing it.
A pre-requisite for Government's assistance is that the act of the Government servant must be either---
 - (a) in strict ;accordance with law ; or
 - (b) else be covered by any of the recognised exceptions enumerated in section 76 to 79 of the Indian Penal Code (XLV of 1960).
- (2) When Government declines to defend a Government servant he may, on his own responsibility and at his own expense, take such measures as he considers necessary provided that they will not interfere with the performance of his official duties. In such a case if the final decision is in favour of the Government servant Government will ordinarily reimburse such expenses as it may consider to be reasonable.

- (3) Procedure when section 197, criminal procedure code applies :- When a prosecution is instituted against a Government servant who is not removable from his office save by or with the sanction of Government or some higher authority as required by section 197 of the code of criminal procedure 1973. (No. 2 of 1974) and such sanction has not been obtained the court should be requested to reject the complaint for want of the sanction.

Para 122.- Engagement of counsel:

When the defence of a Government servant is sanctioned by Government, the services of the public prosecutor may be engaged if this is considered desirable. Where the services of the public prosecutor are not engaged, a private legal practitioner may be engaged. The fee payable to the Public Prosecutor or private legal practitioner for the whole case shall be such amount, not exceeding Rs.100 as the District Magistrate may fix according to the importance of the case. If it is proposed to fix the fee at a figure higher than Rs. 100, sanction of Government shall be obtained. The said fee and any incidental charges such as court fee and diet money of witnesses shall be borne by the Government. In petty cases the appearance of the Government servant himself should ordinarily suffice

Para 12 (1) Procedure when decision is in favour of the Government servant :- If the case the defence of which was sanctioned by Government is decided in favour of the Government servant and if any compensation, costs or damages are awarded to him the amount of expenses paid by Government shall be refunded by him up to the limit of such compensation costs or damages .

(2) Procedure when decision is against Government servant :- If the case is decided against the Government servant the question whether an appeal should be at the expense of Government or whether the damages awarded to the complainant or the fine imposed should be paid by Government shall be decided by the Government either on the application of the officer concerned or on the representation of his superior officer. The application or representation shall be submitted to Government through the head of the department Both officers should give their own considered opinion on it.

Para 124.- **Duty of counsel when proceeding are likely to prolong :-** Whenever it appears to the public prosecutor or the private legal practitioner appearing on behalf of the Government servant that the proceedings in the court are likely to be prolonged and to interfere with the discharge of the Government servants public duties or likely to harass him. the public prosecutor or the private legal practitioner should request the court to deal with the proceedings with the utmost possible expedition .

Chapter XII- Suits and other proceedings against Government – proceedings prior to Institution of Suits

Para 137.- **Legal advice before receipt of notice:-**

This portion of the chapter relates only to the stages subsequent to the receipt of notice mentioned in rule 141. If a dispute of a civil nature is proceeding but the claimant has not yet sent such a notice, a departmental officer may obtain legal advice by following the procedure laid down in chapter IV.

Para 138.- **Previous notice of suit against Government :**

Section 80 of the code of civil procedure 1908 (5 of 1908) provides that no suit shall be instituted against Government or against public officer in respect of any act purporting to be done by such public officer, in his official capacity until the expiration of two months next after notice in writing has been delivered to or left at the office, in the case of a suit against the central Government a Secretary to that Government in the case of a suit against State Government a Secretary to the Government or the Collector of the district, and in the case of a suit against public officer, delivered to him or left at his office, stating the cause of action the name, description and place of residence of the plaintiff and the relief which he claims, and the plaint shall contain a statement that such notice has been so delivered or left.

Para 139. **Procedure when suit ;filed without due notice:**

When a suit is brought against Government or a public officer without the notice required by section 80 or the code of civil procedure 1908

(V of 1908) having been duly served or before the expiry of the period of two months from the date of service of notice the collector should move the court to dismiss the suit on the ground that it has been instituted in contraventions of the provisions of that section .

Para 141.- Notice to be endorsed and copy sent to law Department:

Immediately on receipt of a notice of a claim in which Government is primarily concerned, the officer to whom it is sent should endorse therein the date and manner of its delivery and furnish certified copy of the notice so endorsed.

Para 142.- Duty of the officer-in- Charge:

- (1) On receiving the notice the officer in charge shall forth with make a careful enquiry in to the case and within fifteen days of the receipt thereof submit to the collector a detailed report containing ---
 - (a) a clear Chronological statement of facts and circumstances of the case in narrative form with reference to the documentary evidence on both sides and indications of the oral evidence on either side ;
 - (b) a separate statement answering serially all points raised in the notice ;
 - (c) copies of all documents relevant to the case.
- (2) In case in which the facts are complicated and of a technical character, the officer in charge should ascertain from the claimant whether if Government agrees, he himself will agree to have the dispute referred to arbitrator in accordance with chapter II of the Arbitration Act 1940 (X of 1940). The provisions of that chapter and the first schedule of that Act should be explained and the advantages or its cheapness and speedy decision of arbitration proceedings should be pointed out to the claimant If he agrees the proposal in detail should be submitted to the collector.

Para 143.- Papers to be filed in certain circumstances:

If on a perusal of the report of the officer-in-charge the collector considers that the notice is frivolous or that the claim made by the notice-giver is on the face of it untenable he may take no further action on it and file the papers and give an intimation according to the notice-giver.

Para 144.- Procedure for compromising claims below rupees one thousand:

Where the value of the claim is below rupees one thousand, action shall be taken as follows:-

- (a) If on the perusal of the report of the officer-in-charge the collector considers the claim to be genuine in whole or in part, he shall forward all the connected papers to the public Prosecutor for his opinion on the merits of the claim and also as to whether the claim should be compromised.
- (b) If on considering the opinion of the public prosecutor, the collector is satisfied that the claim should be compromised, he shall either himself or through the officer-in-charge open negotiations for compromise with the notice-giver. But it should be borne in mind that negotiations should as far as possible, be carried on verbally and without prejudice to the pleadings of Government in the event of a suit being filed and on the distinct understanding that any arrangement agreed upon will be subject to the sanction of the appropriate authority.
- (c) If the notice-giver is willing to settle his claim amicably on terms which appear to the collector to be reasonable the collector shall forthwith send all the connected papers along with the opinion of the public prosecutor and his recommendation to the head of the department. (to be construed as referring to the secretary to Government in that department).

Note:- All action under this rule shall be completed by the collector within one month from the date of the receipt of notice.

- (d) If the head of the department is satisfied that the claim is genuine and should be compromised on the terms recommended by the collector he shall issue orders forthwith to have the claims settled and the collector shall then take steps to effect a compromise accordingly .

Para 145.- Procedure in other cases:

The collector shall in the following cases forward a detailed report with all connected papers to the secretary to Government in the appropriate department within one month from the date of receipt of notice:-

- (i) Where the value of the claim is Rupees one thousand or more;
- (ii) Where the value of the claims is below rupees one thousand and the claim has not been disposed of under rule 144 ;
- (iii) Where a proposal for arbitration has been received under sub-rule (2) of rule 142.

Para 146.- Orders of Government :

- (1) The secretary to the Government in the appropriate department shall, after examining the case and recording his opinion on the merits thereof, send the papers to the law Department for advice.
- (2) The Law Department shall examine the case and advise whether it should be defended or where the question of compromise has not been considered whether the claim should be compromised or where there is a proposal for arbitration, whether the proposal should be accepted.
- (3) The Secretary to the Government in the appropriate department will then obtain the orders of the minister in charge and send the papers to the Law Department for issuing orders.

Para 147.- Procedure where orders direct compromise:

Where the orders under rule 146 direct the collector to compromise the claim of a notice giver, the collector shall either himself or through the officer-in-charge open negotiations for compromise with the notice-giver. But it should be borne in mind that negotiation should as far as possible be carried on verbally and without prejudice to the pleading of Government in the event of a suit being filed and on the understanding that any arrangement agreed upon will be subject to the sanction of Government .

Explanation:- For the purpose of this rule and other rules in this chapter, the officer-in-charge means the executive officer who is primarily

concerned with the case and is cognizant of the facts of the case namely the Executive Engineer in the public works/ Irrigation/ Public Health Engineering Department, in the Forest Department the Divisional Forest Officer. In a case not falling in a definite recognized department he is ordinarily the Collector provided that the Government may having regard to the character of the suit as disclosed by the notice appoint the head or any other officer of the department concerned to be the officer-in-charge for the purpose of that suit.

B-PROCEEDINGS SUBSEQUENT TO INSTITUTION OF SUITS :-

Para 148.- Collector appointed to receive processes :

For the purpose of rule 4 of Order XXVII of the First schedule of the code of Civil Procedure, 1908 (V of 1908) the Collector shall be the agent of Government for receiving processes against Government issued by any Civil Court within his district in relation in relation to any suit against Government or against a Public officer in their service.

Para 149.- Transfer of summons to officer-in-charge :

When a summon is served upon the Collector to appear and answer claim against Government he shall immediately transfer the summons to the officer-in-charge.

Para 150.- Officer-in-charge to be recognised agent of Government :

Unless otherwise ordered the Officer-in-charge of a suit shall sign and verify the written statement in that suit as required by rules 1 of Order XXVII of the First Schedule of the Code of Civil Procedure 1908 (V of 1908) Under rule 2 of the said order the Officer-in-charge is also authorised ex-officio to act for the State Government in the suit and shall be deemed to be the recognised agent by whom appearance acts and application under said Code may be made or done on behalf of the State Government.

Para 151.- Engagement of public prosecutor :

Unless the case is of very simple nature which the Officer-in-charge can conduct efficiently without legal assistance in court he should move the Collector to engage the services of the Public Prosecutor who shall assist in the preparation of the report mentioned in rule 152 and in the conduct of the case.

Para 152.- Report after receipt of summons :

- (1) The officer-in-charge shall submit a report on the case as soon as may be to Government. The report need not repeat anything contained in the report submitted under rule 142, but it should meet all points if any, not covered therein. It should further mention the date of hearing of the suit.
- (2) Along with the report there shall be sent :-
 - (a) a copy of the plaint;
 - (b) a draft of the proposed written statement;
 - (c) a list of all documents which it is proposed to file in evidence or, of which production in court is required;
 - (d) copies of any papers needed for the elucidation of the case.
- (3) When the Public Prosecutor has been engaged the Officer-in-Charge shall render him all possible assistance.

Para 153. Orders of Government on report

Orders of Government on the report will be obtained by the Law Department through the Secretary to Government concerned with the subject matter of the suit. The orders will be communicated to the Officer-in-charge by the Law Department through the head of the department together with any instruction which may be necessary. The notes recorded by the Law Department in the case should be treated as confidential.

Para 154. Responsibility of Officer-in-Charge for production of evidence :

During the trial of the case the Officer-in-Charge shall be responsible for the production of all available evidence and shall assist the Public Prosecutor to the best of his ability. In particular he shall ascertain if oral evidence is available on any issue on which evidence is required, and shall keep the Public Prosecutor fully informed of the existence of such evidence.

Para 156. Responsibility of Officer-in-charge or Public Prosecutor for timely action in suit :

The Officer-in-charge or the Public Prosecutor, if engaged shall be responsible for seeing that timely action is taken where revision of any interim order passed on the course of a suit is required. He should therefore forward through the head of the department a copy of such order as soon as it is passed to Government with his recommendations.

Para 157. Report of result of suit :

As soon as the suit is decided the officer-in-charge or the Public Prosecutor, if engaged will report the result to Government through the head of the department. A copy of the Judgement should be obtained and sent with the report.

CHAPTER XIII

Para 159. Sanction to institution of suit by Government :

No suit on behalf of Government shall be instituted without the sanction of Government.

Para 160. Desirability of amicable settlement :

- (1) The institution of a suit on behalf of Government should not be recommended until the proposed defendant has been given ample opportunity to state his views and come to an amicable settlement.
- (2) While it is the duty of officers of Government to enforce the right and protect the interest of Government, they should not have recourse to the Law Courts until all efforts to effect an amicable settlement have failed.

Para 161. Preliminary departmental enquiry :

Before the institution of a suit is recommended the case for Government should first be enquired into departmentally and evidence accrued on all points which are likely to be contested.

Para 162. Report when suit recommended :

Whenever it appears to any officer of Government that a suit should be instituted on behalf of Government, he shall submit a complete report, through the head of the department for the orders of Government.

Para 163. Contents of report :

The report should contain the following particulars :-

- (a) a clear chronological statement of the facts and circumstances which, in his opinion, render the institution of the suit necessary, and precisely when and where they occurred ;
- (b) a clear statement of all the evidence both oral and documentary by which the claim can be supported ;
- (c) copies of the written documents, if any, upon which claim is based and any other papers the inspection of which is considered necessary for the elucidation of the case ;
- (d) the plans on objections if any, which have been urged by the proposed defendant against the claim;
- (e) the evidence, both oral and documentary which so far as is known the proposed defended will be able and is likely to adduce in his defence ; and
- (f) any other materials facts e.g. the circumstances of the proposed defendant any special reasons for the institution of the suit apart from the amount claimed whether its decision will affect other claims and the like.

Para 164. Order of Government on the report :

Orders of Government on the report will be obtained by the Law Department through the Secretary to Government concerned with the subject matter of the proposed suit. The orders will be communicated by the Law department to the head of the department together with any instruction which may be consider necessary and the head of department will transmit them to the officer-in-charge of the suit. The notes recorded by the Law Department in the case should be treated as confidential.

Para 165. Engagement of Public Prosecutor :

- (1) If Government decides to institute the suit the officer-in-charge should move the Collector to engage the Public Prosecutor to appear on behalf of Government.
- (2) In difficult cases the Public Prosecutor may be engaged to help in the departmental enquiry under rule 161 or in the preparation of the report under rule 163.

Para 166. Submission of draft complaints :

Before the suit is instituted a draft of the complaint with a list of the documents to be filed and copies of these documents, should be submitted through the head of the department to Government and instructions should be awaited.

Para 167. Officer-in-charge to sign and verify complaint:

The officer-in-charge shall sign and verify the complaint and also discharge the other functions described in rule 150 in regard to the suit . Any processes issued to Government in the suit shall be received by the collector as provided in rule 148.

Para 168. Further procedure:

After the suit is instituted the provisions of rule 154 .156 and 157 should be followed as far as they are applicable.

CHAPTER XIV

A—APPEALS AND REVISIONS

Para 169. Procedure when decision is adverse:

When a suit has been decided wholly or in part adversely to Government the officer-in-charge of the suit should at once consider the advisability of filing an appeal and should consult the public prosecutor if he was engaged in the case.

Para 170 Report when appeal recommended :

(1) If he considers that an appeal should be filed he shall submit a report through the head of the department for the orders of Government giving his reasons for recommending an appeal.

(2) The report shall be accompanied by:-

(j) A copy of the judgement and decree against which it is proposed to appeal; and

(ii) A draft of the proposed memorandum of appeal which shall be drawn up by the public prosecutor if he was engaged in the case.

(3) The report must be despatched so as to reach Government within fifteen days after the date of the decree in cases where the appeal lies to the District court and within one month where the appeal lies to the High Court.

Provided that in a case where the appeal lies to the District court if there is a risk of appeal becoming barred by time the officer-in-charge may on his own responsibility after consultation with the public prosecutor file the appeal and immediately report the action taken to Government .

Para 171. Orders of Government on the report:

Orders of Government on the report will be obtained by the law department through the secretary to Government concerned with the

subject matter of the proposed appeal. The orders will be communicated to the officer-in-charge by law department together with any instruction which necessary. The notes recorded by the Law Department in the case should be treated as confidential.

Para 172. Departmental assistance to counsel conducting an appeal:-

The officer-in-charge shall render all possible assistance to the counsel appearing for Government in an appeal ; and he should himself be present at the hearing of a complicated case or should arrange for the attendance of an officer competent to advise counsel on the facts and on technical matters.

Para 173. Appeals against decisions in favour of Government :

- (1) When an appeal is made against any decision given in favour of Government the Officer-in-charge of the case shall take such measures as may be necessary to uphold the decision.
- (2) Ordinarily it should not be necessary to apply for instructions to the Law Department but a reference may in case of doubt or difficulty or when new pleas are raised :

Provided that in important cases the Public Prosecutor shall report his proposals for the defence of the appeal to the Law Department for approval.

- (3) A notice of an appeal filed in the High Court shall be forwarded to the Advocate-General through the Law Department.

Para 174. Second appeals and revisions :

Rules 163 to 167 shall be applicable to appeals against appellate Judgement and mutatis mutandis to applications for revision.

Para 175. Responsibility of office-in-charge or Public Prosecutor for timely action in appeals :

The officer-in-charge or the Public Prosecutor if engaged shall be responsible for seeing that timely action is taken in appeals coming

with in the scope of section 97 of the Code of Civil Procedure 1908 (V of 1908)

B-APPEALS TO SUPREME COURT

Para 176. Advocate-Generals duty in respect of certificate under Article 132(1) of the Constitution :

In every case before the High Court in which a substantial question of law as to the interpretation of the Constitution is involved and in which a notice is issued to the Advocate General he should request the High Court to state in its judgement whether or not it withholds a certificate under Article 132 (1) of the constitution.

Para 177. Procedure to be followed in regard to an Appeal to the Supreme Court :

- (1) When ever an appeal or other proceeding in which Government is involved is decided against the Government by the High Court the Advocate-General shall intimate the fact to Law Department alongwith his opinion whether an appeal should be preferred to the Supreme Court.
- (2) When it is decided by Government to go up in appeal to the Supreme Court from any judgement decree or any final order of the High Court the Advocate-General shall if necessary apply to the High Court for grant of a certificate as required by Article 132(1) of the constitution.
- (3) When an appeal is to be filed the Supreme Court the, Advocate- General shall without delay take steps to have the record prepared in the high court in accordance with the supreme court Rules and the rules of the High court for transmission to the Registrar; Supreme court. He shall at the same time prepare a brief of the case and the tentative grounds of appeal for the use of the Government agent and counsel at Delhi and forward the same to the law Department for further action.
- (4) If a certificate is refused by the High Court the Advocate-General shall without delay intimate the fact to the law department along with his advice whether an application for special leave to appeal should be filed in the Supreme Court. The Law Department shall then issue necessary instructions to the Government Agent Delhi.
- (5) If a certificate is refused on receipt of intimation regarding the grant of special leave to appeal by the Supreme Court in any case the law department shall inform the Advocate-General, of the fact of case as laid down in sub-rule (3).
- (6) After receipt of the brief of the case and the tentative grounds of appeal from the Advocate-General the Law Department shall take necessary steps for the filling of the appeal and for engagement of Counsel for the proper conduct there of in the Supreme Court.

Para 178. Procedure in regard to an appeal or a petition for leave to appeal in the Supreme Court by a private party:

- (1) On receipt of a notice of appeal or of a petition for leave to appeal in the Supreme court by a Private party against Government the Law Department shall intimate the fact to the Advocate-General and to the department concerned. The Law Department shall also at the same time send intimation in respect of such notices to the Government Agent, Delhi.
- (2) On receipt of intimation the Advocate-General shall prepare a brief of the case for use of the Government Agent and Counsel at Delhi and send the same to the Law Department.
- (3) The Law Department shall then send necessary instructions to the Government Agent for the proper conduct of the appeal or petition on behalf of the State Government.

RULES FOR THE CUSTODY AND USE OF EXPLOSIVES

1. The rules to regulate the possession sale etc; of explosives are laid down in the Explosives Rules; 1940, published by the Government of India. Department of Labour with their notification No. M- 1217(1) dated the 30th November 1940.
2. For ordinary blasting purposes only Gun-powder Gelignite and Gelatine may be kept in stock .
3. The purchase and use of high explosives other than the Nitrocompounds commonly used for blasting purposes require the prior sanction of the State Government .
4. Whenever it is necessary to store explosives the Executive Engineer will estimate his requirements intimate them to the District Magistrate and inform him where he intends to keep them . Before obtaining the explosives the Executive Engineer shall arrange for a magazine built and erected in accordance with the Explosives Rules 1940. A plan in duplicate, showing the site and details of construction of the magazine shall be submitted to the chief Inspector of Explosives in India for approval .
5. (a) Magazines shall be small and shall be so constructed as to provide 1.5 sq.m. of storage space for each 1000 kg. of explosives to be kept therein.
(b) Nitro- Compounds; Gunpowder and safety fuse may be stored in the same cell. Detonators must be stored by themselves in an annexe and safety cartridges and percussion caps in a separate cell built on the opposite side of the magazine to that of the detonators annexe. The annexe must be so constructed that not less than two feet of masonry and three feet of air space intervenes between any detonators in such annexe and

the interior of the main magazine and there must be no direct communication with; or doorway leading to the main magazine or lobby. If the number of detonators to be stored exceeds 40.000, a separate magazine shall be built and erected in accordance with the Explosives Rules 1940, and shall observe the safety distances laid down in those Rules.

6. (a) Where explosives have to be kept away from the main magazines, portable magazines of corrugated iron lined with wood and capable of being taken down and re-erected to follow the progress of the work shall be built in accordance with plans approved by the Chief Inspector of Explosives in India and shall maintain the distance required to be kept clear round a magazine as laid down in the Explosives Rules 1940. Detonators must be stored in a similar magazine situated at a distance of 100 metres from the blasting explosives magazine. A guard of such strength as the District. Magistrate may consider to be sufficient must be provided for the safe custody of the magazine .
- (b) The quantity of explosives to be stored in portable magazines must be strictly limited No more than a months supply at a time shall be issued from the nearest main magazine.

7(a) Registers for main or portable magazines will be maintained by the S.D.O. or W.D. subordinate in charge showing ---

- (1) the stock in hand of explosives;
- (2) the amount issued and the date of issue;
- (3) the name of the contractor or workmen to whom the explosives are issued and the work for which the same is issued;
- (4) the balances in hand after each issue.

Each transaction will be initialled and dated by the S.D.O. or the subordinate in charge. Entries in the register must be made daily immediately after each transaction.

- (b) Any explosives not used during the days work shall be replaced in the magazines or portable magazine by the officer-in-charge before leaving the work.
 - (c) Explosives should not be allowed to remain in the portable magazines mentioned in rule 6 above longer than is absolutely essential ; As soon as the blasting operations in a locality are completed or temporarily suspended the balance of the explosives must be returned to the nearest magazine with out delay;
8. Before issuing any explosives the S.D.O. or W.D. subordinate in charge of the work shall, if the locality of the operation is within easy distance. satisfy himself personally or by a reliable agent of the number of holes, the depth of each hole and the number and quantity of the explosives actually necessary. record the same and limit the supply accordingly For distant localities the number of holes proposed to be made must be ascertained and supplies made accordingly.
9. The maximum quantities of explosives issued at one time will be regulated as follows according to the distance of the place of work from the magazine:-
- (a) Within a radius of 5km.—For one days use .
 - (b) Within a radius of 8km—For two days use.
 - (c) Beyond 8km—For one weeks use.
 - (d) Over 30km—For such period as may be allowed by the E.E. subject to a maximum of one months consumption .
10. (a) The locks of the magazines and detonator annexe and also of the portable magazines mentioned in rule 6 shall be such that they cannot be opened by the same key.
- (b) The keys must ;never leave the custody of the S.D.O. or W.D. subordinate in charge who must be present to unlock and lock the doors when any explosives are issued or returned.

- (c) The duplicate keys must remain locked up in the Divisional safe and must only be removed there from when the original key is lost or for any other good reason with the approval of the E.E. when the original key of a lock is lost the existing lock should immediately be replaced by a new lock.

11. In cases where it is necessary to entrust contractors with explosives they must provide themselves with premises licensed under the Explosives Rules, 1940 and keep a register in the form mentioned in rule 7 and to report at the close of each operation the number of charges exploded, the number unexploded, if any, and to certify in writing that they have no balance in hand. Before being entrusted with explosives, contractors will be required to sign a declaration to the effect that they will give a full and true account of the explosives issued to them and the quantity used, the number of charges exploded, the number unexploded and the balance in hand at the close of each particular operation and that they will render themselves liable to punishment unless such balance is returned to the W.D. subordinate in charge immediately after the close of each operation. They must also be made to understand that explosives are allowed to be kept only by persons duly licensed to possess them and that unless they hold a licence and comply with the conditions thereof they render themselves liable to criminal prosecution .

12. Applications for licences to possess explosives should be submitted in form C of the Explosive Rules 1940; to the authority empowered to grant such licences .

13.(a) The E.E. will personally inspect and check the register mentioned in rules 7 and 11 above at frequent intervals ; these inspections being as far as possible in the nature of surprise checks. Any irregularities found are to be immediately reported to the S.E.

(b) S.Es. will also bring to notice any irregularities and make suggestions for their prevention or removal .

(c) The following are the minimum number of inspections to be made by the E.E.:--

(I) For magazine at Divisional and Sub- Divisional headquarters stations –Once every six months.

(II) For explosives kept in portable magazines vide rules 6 and 7 –Every time he inspects a work in progress on which explosives are being used.

14. Explosives and register of explosives should be always open to inspection by the D.M. and the District Superintendent of Police.

15. A copy of the general rules to be observed in magazines is given in Annexure 1.

16 A copy of the precautions to be taken in using explosives is given in Annexure 2.

ANNEXURE 1

GENERAL RULES TO BE OBSERVED IN EXPLOSIVE MAGAZINES

1. The magazines must be at all times kept scrupulously clean.
2. No unauthorized person is at any time to be admitted into the magazine.
3. The licensee or person in charge as to take care that the magazine is well and securely locked.
4. The magazine is on no account to be opened during or on the approach of thunderstorm and no person should remain in the vicinity of the magazine during such storm.
5. Magazine shoes without nails must be kept at all times in the magazine and a wood tub or cement trough about 30 cm. high and 45 c.m. in diameter filled with water is to be fixed near the door of the magazine
6. Anyone wearing shoes on entering the magazine must put on the magazine shoes provided for the purpose and be careful--
 - (a) not to put their feet on the clean floor unless they have on the magazine shoes;
 - (b) not to allow the magazine shoes to touch the ground outside the clean floor; and
 - (c) not to allow any dirt or grit to fall on the clean floor.

8. A brush or broom is to be kept in the lobby of the magazine for cleaning of the magazine for cleaning out the magazine on each occasion it is opened for the receipt delivery or inspection of explosives.
9. No lights nor smoking are to be allowed inside or near the magazine.
10. No person having any matches or articles of steel or iron on him to be allowed to enter the magazine.
11. Oiled cotton rags and waste and any articles liable to spontaneous ignition must not be taken in to the magazine.
12. No tools or implements other than those of copper brass gunmetal or wood are to be allowed inside the magazine. Tools must only be used with great gentleness and care.
13. Boxes of explosives are not to be thrown down or dragged along the floor and should be stacked on wooden trestles. Where there are white-ants; the legs of the trestles should rest in shallow copper; lead or brass bowls containing a little thick oil.
14. Empty boxes are not to be kept in the magazine nor any loose packing material.
15. The following are to be hung up in the lobby of the magazine:-
 - (a) A copy of these Rules;
 - (b) A copy of the licence.
 - (c) Certificate showing the last date of testing of the lightning conductors.

ANNEXURE 2

PRECAUTIONS TO BE TAKEN IN USING EXPLOSIVES

I . The shotfirer

- (a) Any person in charge of shotfiring, hereafter mentioned as the authorised shotfirer, shall show to the owner or manager of the working that he understands the rules here with laid down and the authorised shotfirer shall be held responsible for any accident that may occur.
- (b) He shall be authorised in writing by the owner or manager of the working.

II.-Shot preparing room In the case of quarries or prospects only

- (a) If charges are not prepared by a special shot preparer then the authorised shotfirer shall himself prepare them.
- (b) The fitting of fuse to detonators and detonators to cartridges shall be done in a small clean room, hut or tent. in which no other person than the special shot preparer referred to or authorised shotfirers shall be allowed.
- (c) The special shot preparer shall show to the owner or manager of the working that he understands his duties and the rules here with laid down and he shall be duly authorised in writing by the owner or manager.

III.-Taking explosives to or from the shot preparing room

- (a) Cartridges shall not be carried from the magazines to the preparing room in the same receptacle as the detonators. Secure separate carrying receptacles for each shall be provided. A receptacle shall consist of a secure case, canister or bag.
- (b) In the quarries not more than 2.5 kg. of explosives shall be served from the shot preparing room to each authorised shotfirer.

IV.—Shot preparing

- (a) Sawdust shall be cleared from the inside of the detonator; this can be done by tapping the open end gently. No instrument shall be inserted in to the detonator.
- (b) The safety fuse shall be cut squarely across and after inserting in the detonator it shall be fixed by means of the nippers only.
- (c) The explosive cartridge shall be opened at one end and a suitable hole for receiving the detonator shall be made with a copper, wooden or bone pricker. The detonator shall be inserted in to this hole so that about one –third of the copper tube is left exposed out side the explosive.
- (d) The safety fuse just above the detonator shall be securely tied in position in the cartridge.
- (e) Only waterproof fuse shall be used in wet or damp holes.
- (f) If there is water present or if the borehole be damp; the junction of the fuse and detonator shall be made water-tight by means of a stiff bituminous compound.

V.- Charging the hole

- (a) Bore holes shall be of such a size that cartridges can easily pass down them. All debris shall be cleared from inside a borehole before cartridges are inserted.
- (b) Boreholes shall be charged by or under the direct supervision of an authorised shot firer.
- (c) Only wooden tamping rods or wooden tamping rods provided with a smooth copper head shall be used in charging holes. The tamping rods shall not be pointed but shall be cylindrical throughout.
- (d) One cartridge at a time shall be inserted and gently pressed home with the tamping rod.
- (e) No smoking or steam locomotive shall be allowed near the place where shotfiring is being carried out during the time allotted to loading and shotfiring.

VI.- Warning to be given before firing a blast

Immediately before firing a blast due warning shall be given by whistle, bugle or gong and the authorised shotfirer shall see that all persons including persons occupied at work on other groups of holes in the vicinity have retired to safety.

VII. – Firing a blast
In the case where shots are fired by safety fuse

The safety fuses of the charged holes shall be lighted in presence of the authorised shotfirer.

In the case where shots are fired electrically

- (a) The exploder shall not be connected to the shotfiring table until the warning above has been given and all person have retired to safety.
- (b) The authorised shotfirer shall himself only connect the exploder to the shotfiring table and fire the blast.
- (c) He shall if he requires to leave the exploder, whether during or after a blast, disconnect the exploder from the shotfiring table and remove it to a place of safety.

VIII. – Inspection after the blast

- (a) After the blast the authorised shotfirer shall carefully inspect the work and satisfy himself that all charged holes have exploded.
- (b) In case of a misfire, no one shall approach for at last half an hour or ten minutes when firing electrically, when the authorised shotfirer shall first examine the same and at once mark a red cross over the hole.

IX – Procedure in case of misfire

- (a) No person shall bore out a hole that has once been charged or attempt to withdraw a charge either before firing or after a misfire or deepen or tamper with holes or socket left after blasting.
- (b) When a misfire occurs a portion of the tamping may be sludged out with compressed air and water or water only under pressure, but no kind of tools shall be used for this purpose and the hole thereafter be reprimed and fired

Or alternatively and preferably –

- (c) A new hole be drilled not less than 30 cm from the misfired hole and care shall be taken that the new hole is drilled in such a direction that there is no danger of touching the unexploded charge. This new hole shall be bored in the presence of the authorised shotfirer and fired.
- (d) The authorised shotfirer shall be present during operations undertaken for the removal of debris liable to contain unexploded explosive near the misfired hole. A careful search amongst the debris shall be made for cartridges and detonators.

X- Report on misfired holes

- (a) The authorised shotfirer shall at once report to the office or manager all cases of misfire, the cause of same and what steps were taken in connection therewith.
- (b) If a misfire has been found to be due to defective fuse, detonators or explosive, special notice shall be sent to the office so that the whole quantity or box from which the defective article was taken can be inspected.

XI – Notification of misfire to oncoming shotfire

In the case of quarries, before leaving his work the authorised shotfirer shall inform the authorised shotfirer of the next shift relieving him of any case of misfire and shall point out the position of the red cross denoting same, also stating what action, if any, he has taken in the matter.

(See Paragraph 9.038)

**Statement showing the minimum periods for which the account records prepared in
P.W.A.F. should be preserved**

No.	Reference to Schedule No. of forms	Description		Minimum period of preservation expressed in complete account years.		Remarks
				Original of foil	Copy of copy foil	
ACCOUNTS						
(1)	(2)	(3)		(4)	(5)	(6)
1.	XVII-E	1	Cash book	20	..	
2.		2.	Copies of Sub-Divisional cash books received from the S.D.O.	..	20	
3.		3.	Imprest cash book	10	3	
4.		4.	Receipt for payment to Government (counterfoils)	..	3	

5.		5.	Treasury remittance book	3	..	Or until the next inspection by the A.G. whichever is later.
6.		6.	Cash balance report	3	3	
7.		7.	P.W. cheques (counterfoils)	..	5	
8.		8.	Indent and invoice for stores	10	5	
9.		<u>9</u> 10	Register of stock <u>Receipts</u> Issues	5	5	
10.		<u>11</u> 12	Abstract of stock receipts	5	..	
11.		<u>13</u> 14	Abstract of stock issues	5	..	
12.		<u>15</u> 16	Half-yearly balance return of stock	5	..	
13.		<u>17</u> 18	Half-yearly register of stock	5	..	
14.		<u>19</u> 20	Accounts of <u>receipt</u> of tools and plant and bungalow issues furniture.	5	5	
15.		21	Register of Tools and Plants	5	..	

16.		22	Statements of receipts, issues and balance of road metal	5	5	The period is to count from the last day of the year of the closing of the estimate for the construction or repair of the road concerned.
17.		23	Road metal rate book	10	..	
18.		<u>24</u> 25	Survey reports of stores	..	5	
19.		<u>26</u> 27	Sale accounts	..	5	
20.		..	(Form No.S-62) Acquittance roll for salaries	..	40	
21.		..	(Form No.S-62) Acquittance of roll for travelling allowance	..	5	
22.	30,31,32 and 33		Muster rolls	5	..	
23.		35	Measurement books	10*	..	*Ten years after the date of completion of works, the measurements of any part of which are recorded therein.
				10 ⁺	..	⁺ All measurement books will be destroyed 15 years after the date on which they are recorded irrespective of the date on which the works, the measurements of which are entered in them, are completed.

				10 ⁺⁺	..	⁺⁺ Measurement book which contains only measurements of repairs will invariably be destroyed ten years after the date on which they are recorded.
24.	XVII-E	<u>36</u> 37	First and final bill for contractors and suppliers.	10	5	Or when relating to large projects five years after closing of the estimate whichever is later.
25.	41,42,44,47 and 48		Final bills	10	5	-do-
26.	38,39 and 40		Running account bill 'A'	..	5	
27.		43	Running account bill 'B'			
28.		<u>45</u> 46	Running account bill 'C'	..	5	
29.		49	Hand receipt	..	5	Or when relating to large projects five years after closing of the estimate whichever is later.
30.		<u>50</u> 51	Pay bill of work charged establishment & of establishment paid from establishment contingencies.	35	..	In the case of vouchers for amounts exceeding Rs.25 sent to the Audit office with the monthly accounts, certified copies should be kept in the Division

						Office.
31.	XVII-E	52	Account of Petty contractors	5	..	..
32.		53	Indenture for secured advances	10	..	Or when relating to large projects five years after closing of the estimate whichever is later.
33.		54	Petty works requisitioins and account	10	..	..
34.		55 to 57	Works abstracts A and B	1	..	Or when relating to large projects, five years after closing of the estimate whichever is later.
35.		58, 59	Detailed statement of expenditure of materials compared with estimated requirements.	10	..	do
36.		60	Outturn statement of manufacture	10	..	do
37.		61	Report on the value and verification of unused materials	10	..	do
38.		62	Register showing clearance of suspense head "Materials" in the account of works.	10	..	do
39.		63	Works slip (copy)	..	3	After closing of the accounts of the work concerned.
40.		<u>64</u> 65	Register of works A and ---	10	..	After closing of account of expenditure relating to work which is recorded therein.
41.		66	Register of manufacturers	10	..	do
42.		<u>67</u>	Contractor's ledger	10	..	

		68				
43.		<u>69</u> 70	Completion reports	..	10	
44.		71	Register of revenue, refund of revenue and receipts on capital and revenue accounts.	5	..	
45.		<u>72</u> 73	Register of revenue (Buildings and Roads)	5	..	
46.		<u>74</u> 75	Register of revenue (Irrigation)	5	..	
47.		77	Statement of rents recoverable from pay bills	5	..	
48.		78	Register of rents of lands and buildings	5	..	Provided none of the balances are outstanding on date of destruction.
49.	XVII-E	80	Schedule of monthly settlement with treasuries	..	..	This form is submitted in original to the Audit office. The details recorded in it should be entered in the cash book of the Division Office, the entries being made over the signature of the Divisional Officer just after the closing entries of the month.
50.		81	Register of <u>Cheque books</u> Receipt	5	..	After date of record of last entry in the register.

51.		82	Transfer entry order	..	5	
52.		83	Transfer entry book	5	..	
53.		84	Advice of transfer <u>Debit</u> Credit	2	2	
54.		85	Acceptance of transfer <u>Debit</u> Credit	2	2	
55.		86	Register of transfer awaited	3	..	After clearance of the last liability noted in the register.
56.		87	Register of sanctions to fixed charges	3	..	
57.		88	Register of miscellaneous sanctions	3	..	From date of completion.
58.		89	Register of D.A.'s audit objections	5	..	do
59.		90	Schedule docket	..	1	Divisional record is in work abstracts. If office copy is made it should be preserved for one year.
60.		91	Schedule docket for percentage recoveries	..	5*	Divisional record is in the transfer entry book. *If an office copy is prepared it should be preserved for five years.
61.		92 to 95	Schedule of works expenditure (office copy)	..	5	
62.		96	Schedule of deposit works	..	5	

63.		97	Schedule of tacovi works	..	5	
64.		98	Suspense ----- register Deposit	5	..	Provided none of the balances are outstanding on date of destruction.
65.		99 <hr/> 100	Schedule of purchases	..	..
66.		101	Schedule of Miscellaneous Public Works advances	..	5	
67.		102	Schedule of London stores	..	5	
68.		103	Schedule of debits to stock	..	5	
69.		104	Stock account	..	5	
70.	105 to 108		Classified abstract of expenditure	..	5	
71.		109	Schedule of rents of land and buildings	.	..	No office copy to be kept
72.		110 <hr/> 111	Schedule of <u>debts</u> to miscellaneous heads of accounts credits	..	5	
73.		112 <hr/> 113	Schedule of <u>debts</u> to remittances credits	..	5	
74.		114 <hr/> 115	Schedule of deposits	..	..
75.		116	Monthly accounts	..	5	
76.		117	Cash abstract book	..	..

		118				
77.		119	Extract from contractor's ledger	..	..
78.		120	List of accounts submitted to audit	..	5	
79.		121	Divisional Officer's report of scrutiny of accounts	..	5	
80.		122	Register of interest bearing securities	10	..	Counting from the date of completion in all respects.
81.		123	Accounts of interest bearing securities	..	..	Divisional record is in the register of interest bearing securities (form 122) but if a separate office copy is prepared it may be filed and destroyed along with the monthly accounts for March---
82.		124	Indent for service postage stamps	..	2	
83.		125	Register of endowment receipts	..	..
84.		126	Ledger account of cemetery endowments	5	..	After completion of the work
85.		127	Annual account of cemetery endowments	..	3	
86.		128	Annual certificate of balances	..	3	
87.	XVII-E	129	Travelling allowance bill for subordinates	..	3	
88.		130	Register of miscellaneous revenue	5	..	
89.		133	Credit note-books	3	..	
90.		134	Contingent bill	..	..
		<u>135</u>				

91.		136 137	Application for re-appropriation of budget grants	..	2	
92.		138 139	Return of major and minor works	..	3	
93.		140	Travelling allowance journals of Sub-Engineers not submitted to audit	3	3	
94.		142	Combined muster and petty bill	10	10	
95.		143	List of accounts to be submitted by S.D.O.'s	5	..	
96.		144	Detailed list of work abstract -			
			<u>A-for major works</u> <u>B-for minor works</u> Petty works, requisitions etc.	5	..	
97.		145	Register of miscellaneous recoveries	5	..	
98.		147	Register of destruction of records	P	..	Permanent Record
99.	XVII-A 33,36, 224, 225 and 349		Contract agreement (forms A,B,C,D and E)	3	3	After the contract is closed.
100.		62	Extract from divisional statement of objectionable items	..	3	
101.		91	Audit note on initial account	3	3	
102.		92	Audit note of imprest account	3	3	
103.		101	Balance return of furniture	5	5	
104		114	Capital and revenue accounts of Government buildings let	3	3	

			or available for rent			
105.		193	Register of estimates and requisitions sanctioned	5	..	
106.	XVII-A	199	Register of bills of suppliers	3	..	
107.		234	Ferry lease	3	3	After the contract is closed.
108.		272	Completion certificate of original works	2	2	
109.		273	Completion certificate for repairs	2	2	
110.		282	Register of arrears of labour paid	3	..	
111.		..	Register of arrears to work establishment	3	..	Provided no amounts for payment remains outstanding.
112.	XVII-D	122 to 126	Schedule A,B,C, D and E to accompany the completion report of irrigation projects	5	5	After the completion report is sanctioned.
113.			Tender for lump sum contract	3	3	
114.			Register of appropriation	2	..	
115.			Treasury pass-book	2	..	
116.			Divisional stock sub-ledger	3	..	
117.	XVII-A	312 <hr/> 313	Supplements to the balance return of tools and plant	2	2	
118.			Workshop warrants adjusted	3	3	
119.			Adjustment vouchers	3	3	
120.			Office copies of A.G's audit notes on monthly divisional	..	3	

			accounts			
121.			Railway money receipt for cash payment of railway freight	5	5	
122.			Receipt for service labels supplied by the treasury and not submitted for audit.	5	5	
123.			Bills of firms, suppliers and local bodies such as Municipality or District Council etc.	5	5	
124.			Money order commission receipts for postal remittance	5	5	
125.			Statement of arrears of labourers paid	3	3	
126.			Cancelled	..	..
127.	XVII-A	303	Register of advances granted to labour	5	..	Provided no advance is outstanding on the date of the destruction of this record.
128.	XVII-A	307	Register of labour agreements in Sub-Divisions	10	..	
129.	XVII-A	310	Register of proforma accounts in Sub-Divisions Establishment	3	..	
130.	X-105		Statement of casual leaves	1	1	
131.		I-1	Pay bill of gazetted officers (office copy)	..	6	
132.		3&5	Pay bill of establishment (office copy)	..	40	
133.		I-8	Last pay certificate	..	3	
134.		9	Increment certificate	..	3	
135.		10	Acknowledgement of permanent advance	..	1	
136.		11	Absentee statement	..	40	

137.		15	Office copy of travelling allowance bill for gazetted officers	..	..
138.		16 132	Office copy of travelling allowance bill for non-gazetted and ministerial officers.	..	3	
139.		62	Application for pension or gratuity (Form No.25)	..	5	
140.		63	Application for pension or gratuity (Form No.26)	..	5	
141.		64	Application for extraordinary pension or gratuity	..	5	
142.		69	Memorandum of service and leave for verification for pension	..	5	
143.	XVII-A	70 71	Detailed statement of establishment on 1 st April (Form No.3/4)	..	40	
144.		72	Register of contingent expenditure	5	..	
145.		134	Order sanctioning the grant of pension or gratuity	..	5	
146.		143	Schedule of repayment of advances	..	..	May be destroyed along with pay bills.
147.		146	Schedule of General Provident Fund deductions (General Provident Fund Form No.8).	..	3	
148.			Abstract of ledger accounts submitted by district council	2	..	From the date of completion of works to which they relate.
149.		108	Application for sanction to conveyance (horse or bicycle allowance).	..	1	
150.		271	Transfer report on relief of a S.D.O.	3	3	

151.		..	Statement of Income-tax	3	3	
152.		..	Service books	5*	..	
153.		..	Leave accounts of non-gazetted officers	5*	..	*S.R. 34 (C) under F.R. 74 – Service books of officials who have ceased to be Government servants should be disposed of as follows :-
						(1) In case of death, the book may be destroyed if not claimed by the heir of the deceased servant after three years following the decease of the original holder, if claimed an entry should be made in it to that effect and the book given to the claimant.
						(2) The service book may be made over to an officer if he resigns or is discharged without fault, an entry being made in it to this effect. If it is not claimed, it should be retained for three years, so that it may be available in case of re-employment under Government of the original

							holder.
						(3)	In the case of dismissal the book should be retained at the discretion of the head of the office for such a period as it is likely to be required
						(4)	In the case of pension the service book should be filed with the pension case. An officer may be granted a certified copy of his service book on payment of copying fees.
			Establishment- (cont.)				
154.			Cases containing intermediate correspondence in which pensions are sanctioned by Heads of Departments or State Government.	5	..		
155.			Statement of monthly progressive expenditure and correspondence relating to discrepancies in figures.	..	..
156.			Monthly return of pension.	5	5		
157.			Register of disbursement of pay and travelling allowance of non-gazetted establishments.	..	6		
158.	<u>XVII-A-</u>		Register of expenditure incurred on account of pay and	..	3		

	<u>316</u> P.W.D.		travelling allowance of establishment (Form 16-B).			
159.	<u>XVII-E-153</u> and 154		Register of disbursement of pay, travelling allowance and other personal claims of the non-gazetted establishment.	20	..	
			Revenue			
160.	XVII-D-48		Kistbandi Khataoni	4	4	
161.		63	Tauzi of collection of revenue	1	1	
162.		68	Register of miscellaneous	3	..	After the expiry of the leases.
163.		74	Schedule of payments of commission to Panchas of irrigation revenue.	7	..	
164.		81	Lease of fishing rights in Government tanks	3	..	After the expiry of the leases.
165.		82 84	Agreement form to be signed by applicant to cultivate land.	3	..	After the expiry of the agreement.
166.	XVII-D	100	Khasra shudkar	4	..	
167.		102	Order on petition of complaints	1	..	
168.		105	Amin's and Sectional officers' weekly diary	1	..	
169.		107	Irrigation Inspectors' daily report	1	..	
170.		108	Complaints register	4	..	
171.		109	Details of land coming under agreement	3	..	After the expiry of the agreement.

			Revenue- (Cont.)			
172.		110 111	A-1 Agreement for supply of water (Form No.----) B	3	..	After the expiry of the agreement.
173.		112 to 118	Weekly irrigation reports	2	2	
174.		127	Register showing the names of Sirpanchas and panchas.	3	..	
175.		128	Abstract kistabandi Khataoni	3	..	
176.		130	Irrigation ledger	2	..	
177.		131	Application for the remission of irrigation revenue.	3	..	
178.		132	Application forms A,B and C for construction of water-courses.	3	..	After recovery is effected.
179.		133	Form No. W-1-Parcha	3	..	do
180.		134	Form No. W-2- Jamabandi	3	..	do
181.		135	Form of calculation of hectare age rate for the recovery of cost of system of water-courses	3	..	do
			Miscellaneous			
182.		136	Form No. W-4- Distribution of cost of water course system	3	..	After complete recovery
183.		137	Form No. W-5- Defaulter's list	3	..	do
184.		138	Form No. W-6- Record of recoveries	3	..	do

185.		139	Form No. W-7 - E.E's abstract of expenditure on water-course.	3	..	After complete recovery
186.		145	Statement showing agreements entered in to by villagers under Government works for irrigation.	3	..	
187.		146	Mouzawar statements	10	..	
188.		147	Statement of remissions sanctioned	3	..	
			Miscellaneous			
189.		148	Darkhast Abpashi	3	..	
190.		150	Statement of refunds of water-rates to cultivators for the Kharif ----- crops Rabi	3	..	
191.	XVII-D	151	Statement of commission for collection payable to Sirpanchas.	7	..	
192.			Village maps	4	..	
193.		79	Abstract return of expenditure on stores	2	2	
194.		87	Report of Committee on condemned tents	2	2	
195.		88	Application for purchase of new tents	2	2	
196.		16	Indent for London stores	3	3	
197.		49 ---	Register of Civil buildings borne on the books of the P.W.D.	.	.	*Two consecutive editions of the printed register must be retained always.

		50				
198.		80	Indents on the Mathematical Instrument Office	3	3	
199.		116	List of surplus materials and tools and plant available for transfer.	3	3	
200.		123	Register of land	P	.	Permanent Record
201.		164	Check register of estimates received in the S.E.'s office.	3	..	
202.		165	Register of contract agreement	10	..	
203.		192	Form of requisition on the Mathematical Instruments Office for repairs.	2	..	
204.		196	Register of sanctions to articles of European manufacture purchased locally.	3	..	
205.		219	Monthly statement of grant and expenditure	3	..	
206.		233	Proposition statement of assessment of revision of rent	*..	..	*May be retained till a new statement is prepared.
207.		245	Notification for tenders	3	..	
208.		258	Report of inspection of Sub-Divisional Offices	3	3	Three years or until after the next inspection whichever is later.
209.		296 ---- 297	Report of inspection of sub-divisional account by the D.A.	3	3	do
			Miscellaneous			

210.	XVII-D	17	Register of completion reports	3	..	
211.		93	Statements showing the distribution of budget grants	3	..	
212.		104	Amins' gauge report	1	1	
213.		140 to 142	Progress reports on works etc.	2	2	
214.		141	Monthly statement of grant and expenditure (Irrigation Branch)	3	..	
215.	XVII-D	144	Form of an inspection of the office of E.E. by the S.E./C.E.	3	..	Three years or until after the next inspection whichever is later.
216.		152	Report of an inspection of the Sub-Division	3	..	Three years or until after the next inspection whichever is later.
217.		..	Daily reports of labour	3	..	
218.		..	Allocation sheet of labour	3	..	
219.		..	Advice slips	2	..	
220.		..	Unsanctioned tenders for bazar materials	1	..	
221.		..	Register containing abstract of expenditure statement A-Annual repairs to Civil buildings and roads.	3	..	
222.		..	Register of statement showing expenditure on works and probable saving or excess on them.	1	..	
223.		..	Monthly list of incomplete works	1	..	

224.		..	Stamp (Service labels) account book (or form of outstation dak book-Form XV-79).	3	..	
225.		..	Detailed budget estimate of an office	5	..	
226.		..	Register of ferries	10	..	
227.		..	Register of stationery and forms	3	..	
228.		..	Requisition for stationery and forms	1	..	
229.		..	Register of measurement books	*..	..	*As soon as all measurement books are destroyed.
230.		..	Register of permanent encroachment	P	..	Permanent Record
231.		..	Register of muster roll	3	..	Or until the next inspection by the A.G. whichever is later.
232.	XVII-D	153	Register of important Tools and Plant	P	..	Permanent Record
233.	XVII-A	14	Field books	10* 3 ⁺	..	*These books will be destroyed after ten years from the date on which they are recorded.
234.	..	17	Level books	10* 3 ⁺	..	⁺ The books which contain records made in connection with repairs will be destroyed after three years from the date on which they are recorded.
235.	XVII-A	18	Fee books of rest-houses	3	..	From the date of the last entry in the book.
236.	..	..	Maintenance register of repair works maintained in Sub-Divisional Offices.	3	..	
237.	XVII-A	270	“Nil” form register (counterfoil)	3	..	

238.	Form No.	136	Register of buildings	2	..	On receipt of printed copies.
239.		..	Register of level books in Sub-Divisions	10	..	
240.		..	Register of note-books	3	..	
241.	XVII-A	334 ----- 337	Toll tickets	3	..	Or till the next inspection of accounts of the Sub-Division by an Accounts Officer, whichever is later.
242.	XVII-A	340	Register showing tickets sold at the toll house at a bridge.	3	..	Or till the next inspection of accounts of the Sub-Division by an Accounts Officer, whichever is later.

[Chap. IX]

APPENDIX 9.12
(See paragraph 9.043)
Permanent Pass for Crossing The Bridge
Not transferable

Permanent Pass No.....

Permit the* of (Name of Pass holder) when travelling on duty, to cross the bridge in kilometer of road, free of toll.

Date the19

Executive Engineer,

..... Division

* Here enter conveyances and equipage, cart, motor, cycle, etc., as the case may be.

Notes :-

- (1) This pass must be shown to the officer on duty before passing the barrier.
- (2) If this pass is lost or destroyed the holder shall at once report the fact to the E.E. Division and obtain a duplicate copy thereof which shall be supplied on payment of rupee one.
- (3) This pass should be return to the E.E. Division when the holder is transferred to another station or if for any other reason it is not required by him.
- (4) The holder of this pass should sign it at a place provided below and should give his signature every time he crosses the bridges if called upon to do so.

Signature of the holder of the pass

[Chap. IX]

9.13]

[APPENDIX

APPENDIX 9.13

[See paragraph 9.043 (7)]

CHALAN

(To be prepared in duplicate)

Chalan of money paid to the S.D.O. / S.O.

By whom brought	On what account	Amount	
		Rs.	P.
	TOTAL		

Rs. (in words)

Tenderer

Dated19

Received

Signature of S.D.O. / S.O.

Dated19

Certified that the amount shown above has been entered in the register.

Dated Signature of S.D.O.,

.....Sub Division

[Chap.IX]

[APPENDIX 9.14]

[See paragraph 9.044 (5)]

FORM OF LEASE FOR COLLECTION OF TOLLS AT A BRIDGE

Location of bridge (Name of road/Km./River/District) :-

.....

Whereas under section 2 of the Indian Tolls Act, 1851 (VIII of 1851), the State Government has levied a toll upon the aforesaid bridge at the rates specified in the first Schedule hereto appended and under section 2 of the Indian Tolls Act, 1932 (VIII of 1932), the levy of that toll has been leased to me (by name, Son ofResident of tahsil district for the term of year/years commencing from the 1st January to the 31st December,in consideration of the rent hereinafter reserved and subject to the condition hereinafter mentioned.

I hereby agree with the Governor of Madhya Pradesh as represented by the Executive Engineer as follows: -

(1) I have deposited the sum of Rs. (in words) being ten percent of the total amount of rent payable by me for this lease to be held in deposit by way of security for the due performance of the contract to be paid to me at the termination of the lease and after all claims of the State Government in respect thereof shall have been finally settled. Any installment of rent falling due or any sum of money for the payment of which I may become liable under this lease may be deducted from the said deposit, and when any such deduction is made, I shall within ten days of receipt of notice thereof, make good the deficiency so that the amount deposited with the State Government as security shall continue to be Rs.

(2) The total amount of rent payable by me shall be Rs. (in words) and shall be payable in installment and on dates as given below. I shall not be entitled to claim any remission under any circumstances whatsoever: -

No. of	Amount of each	Date of payment
--------	----------------	-----------------

instalments	instalment	
	Rs.	

(3) Tolls Shall be levied according to the rates fixed from time to time by the State Government on all persons, animals, vehicles and other things crossing the bridge other than those which have been exempted or which may hereafter be exempted under section 4 of the said Act, VIII of 1851, as amended by the said Provinces Act, VIII of 1932 or under any other law for the time being in force, and I shall not be entitled to any compensation on account of such exemptions. A list of exemptions in force on the 1st January is given in the Second Schedule hereto appended.

(4) I shall demand payment of the toll only for the use of the bridge.

(5) I shall not transfer or sub-lease the rights conferred on me by this lease without the previous approval of the Executive Engineer/ Superintending Engineer.

(6) I have received or will, on the date on which the right to collect the toll commences receive in my charge -

- (i) a toll house and its attachments constructed to intercept the traffic and to facilitate collection of the toll; and
- (ii) Materials required for the erection of a temporary railing if considered necessary by the Executive Engineer.

I shall at my own cost at once erect the railing and maintain in good condition the railing so erected and the building made over to me for the working of the toll house. The railing shall be erected after the rainy season is over and dismantles before the commencement of the following rainy season. When collapsible railing are fitted . I shall lower them when the water rises to 2 m below level of the roadway and raise them when it is 50 cm below that level in a falling flood. I shall keep the bridge and approaches there to clear of slit and other obstructions at my own cost to the satisfaction of the Executive Engineer. The opinion of the Executive Engineer

whether the maintenance has been satisfactory shall be final and should I at any time fail to remedy within a reasonable time any defect brought to my notice in writing by the Executive Engineer, the latter shall be entitled to remedy the same cost incurred in so doing shall be recoverable from me. On the expiry of the lease I shall return the railing or its materials and the buildings made over to me in good condition. In the event of any damage to the buildings or the railing or the materials thereof or of any loss of material, I shall report promptly the fact to the Executive Engineer and to the officer-in-charge of the nearest police station. I shall also make good such loss or damage but shall not be responsible for any loss or damage caused by flood, fire or tempest or other abnormal calamity provided that I have taken all reasonable precautions to prevent such loss or damage and to save damaged material during the calamity and within a reasonable time thereafter. The amount payable for such loss or damages shall be determined by the Executive Engineer.

(7) I shall keep the bridge open for traffic at all hours and under all reasonable conditions except when crossing the bridge is dangerous owing to flood.

(8) I shall report at once to the officer-in-charge of the nearest police station any accident occurring on or near the bridge by which death or injury amounting to grievous hurt is caused.

(9) I shall not permit any person who is known or reasonably suspected to be an escaped convict or proclaimed offender to pass over the bridge and I shall report at once to the officer-in-charge of the nearest police station the arrival at the bridge of any such person.

(10) I shall employ, for the efficient management of the toll house, such minimum number of servants as may be fixed by the Executive Engineer.

(11) I shall on receipt of a requisition from the Executive Engineer at once remove any servant employed by me in working the toll house whom that officer may declare to be unfit to act as such.

(12) I shall as directed by the Executive Engineer give or cause to be given receipts to person using the bridge for all sums received from them in payment of the toll.

(13) I shall see that vehicles carrying Government mails and dak runners are not unreasonably detained in crossing the bridge.

(14) I shall exhibit in a conspicuous place near the toll house legibly written or printed in English words and figures and also in Hindi a table of the tolls authorized to be taken at the bridge, a list of exemptions, a statement of the penalties for refusing to pay the tolls and for taking any unlawful toll and a substance of conditions 4, 7, 9, 10 and 12 of this lease. The necessary posters or metal plates will be lent to me by the Executive Engineer but I shall be laible to pay the cost of repainting them when ordered by him.

(15) I agree that the lease shall be subject to the conditions that failure by me to pay any instalment of rent on the due date or breach or non-obserance by me of any provision of the said Act VIII of 1851 or of any condition of this lease shall render the lease liable in the discretion of the Executive Engineer, to be resumed and worked departmentally or resold by auction for the unexpired portion of this lease and I shall be liable to pay any loss that may be sustained by Government by reason of such resumption and departmental working or resale.

(16) If any instalment is not, paid by me on due date, whether the same be demanded or not I shall be liable to pay interest at the rate of 10 per cent. per annum at the discretion of the Executive Engineer, on such instalment from the date of default provided three days of grace for the payment of an instalment shall be allowed.

(17) As security for the aforesaid rent together with interest accruing thereon and other sums of money for the payment of which I may become liable under the said Act or the rules made under section 12 therefore or under the conditions of this lease I hereby mortgage to the lessor without possession my landed property particularly described below. I declare that the aforesaid mortgaged landed property is free from encumbrance of any kind. However if for any reason litigation ensues concerning the property or any part thereof and the lessor suffers any loss thereby, I covenant with

the lessor that I shall not only be liable and make good the loss, but shall also render all help necessary in regard to the safeguarding of the landed property mortgaged. If my declaration that the property is free from encumbrance is found to be untrue or wrong, I may be held guilty under the law. I further covenant that I shall not alienate the aforesaid mortgage property or any part thereof either by way of sale, gift, subsequent mortgage or otherwise till the payment of the aforesaid rent and sums of money. If the mortgaged property or any part thereof becomes subject attachment or forced sale or if the rent or revenue thereon or any part thereof remains in arrears or if the property or any part thereof is declared by the lessor to be in danger of serious deterioration in value or passes away out of my possession through death alienation or otherwise the lessor shall have the right to recover all amount due by me bringing to sale according to law the aforesaid mortgaged property and should therefore be a deficit, I hereby agree to make good such deficit with interest thereon personally or from my other property :-

Description of the landed property mortgaged

Location:- settlement No. Patwari circle No. Revenue Inspector circle No. Tahsil/District (1)	Name of the field locally (known if any) Khasara No./ Survey No. (2)	Right (3)	Area (4)	Rent (5)	Letting Value (6)	Market value (7)	Remarks (8)

Notes - (1) When mortgage of land is taken as security under this clause the se must compulsorily be stamped and registered under section 17(d) of the Indian Registration Act 1908.

(2) This clause should be scored out when the lease furnishes personal security under clauses (18) below :-

(18) I (Surety) son of

resident of tahsil district do hereby gurantee the punctual payment of the instalments of rent for this lease and of any sums of money for the payment of which the aforesaid lease may become liable under the conditions of this lease and I also hereby undertake to be responsible to the said Governor of Madhya Pradesh as surety for the said lease for the payment by him of the said rent and sums of money.

(19) It is agreed by us that any money payable under this lease may be recovered as if it were an arrear of land revenue.

(20) It is further agreed by us that any dispute arising as regards the interpretation of this lease or the extent of the liability of any of us hereunder shall be decided by the Superintending Engineer whose decision shall be final.

Witnesses –

Signature of the lessee

1.

2.

Date

Signature of the surety

Date

Signature of the officer accepting the lease

Date

[APPENDIX 9.15]

(See paragraph 9.044)

Bid Sheet For The Auction Of The Right To Collect Tolls at Ferries And Toot Bridges.

ukokx vkj i ykx j egl y ol y djus ds gd ds uhyke dh cksyh dk r[rk

(A copy in English and in Hindi of this sheet and of the prescribed form of agreement-
 ***[rs dh vj e ykfgns ds ckr bdjjukes ds epjj] uew dh ,d udy vxth ment
 applicable to the contract shall be available for inspection at the place of auction **vj
 fgluh ea uhlye ds epke ij eykfgrt ds fy; sj [lh tkokh vj] ksyh ksyus okyka and their contents
 shall be fully explained to the bidders) dksml ds etew vPNh rjq l e;k fn; s tkokh

Particulars of the property's be sold by auction,
uhylke qkus okyh tk; nkn dh rQI hy-

Desingnation of the officer holding the auction
uhylke djus okys vfQl j dk vknk-

Condition of sale

uhyke dh 'krʒ

1. No person shall be allowed to bid unless he has deposited with the

I c fMfotuy vkfQI j

fdl h Hkh 'k[l dks tc rd fd og

[illegible]

, D t h D; W h o b a t h f u; j

Sub Divisional Officer

Sub Division

Executive Engineer

Division

l c fMfotu

ds ikl : i ; s $\frac{1}{4}$ kljh ----- $\frac{1}{2}$ uxn tek u dj ns ckyh

fMfotu

a sum of Rs. (in words) in cash.
klyusdh btktr ugh nh tkoxh

2. No person shall be allowed to bid unless he produces a solvency certificate
**fdl h Hh 'k[l dks tc rd fd og rgl hynkj ds ikl de l s de : i ; s from a Tahsildar or
from a Revenue Sub-Divisional Officer as the case may be for $\frac{1}{2}$ dk vi uh dkcfy; r
dk l fMfQdV u is' k dj ns klyh not less than Rs. (in words
.....) klyusdk btktn ugh nh tkoxhA

Note :- This clause may be deleted, when the value of the lease did not exceed Rs.
200 in the previous year or when if there was no similar lease in the previous
year the lease is not expected to fetch more than Rs. 200.

3. No Contractor from whom dues on account of any W.D. lease are in arrears
**fdl h Hh Bdnkj dksftl ij MCY; Wdh- ds Bds dk i s k cdk; k gks klyh klyusdh btktr ugh shall
be permitted to bid. nh tk; xhA

4. The officer holding the auction will fix the amount at which the auction will
**uhyke djus okyk vkfQl j uhyke dh 'kq dh klyh vlij ckn dh i R; d klyh dh de l s start and
the minimum amountly by which each successive bid will advance. de jde Bgjk nxkA

5. The officer holding the auction may close the auction at any bid. uhyke djus
okyk vkfQl j fdl h Hh klyh ij uhyke [kRe dj l drk gA

6. After the bid is closed all bidders who have taken part in the auction or such of
**uhyke [kRe gkus ds ckn dly klyh klyus okys tks uhyke ea 'kjhd gq Fks ; k , d syks them as may
be required by the officer holding the auction shall sign or make their **ftlls uhyke djus
okys vkfQl j dks t: jr gks vkxs nh gplz klyh klyus okya dh QgfjLr thumb marks on the
memorandum at the foot of the list of bidders hereafter given. ds uhyks dh ; knnkLr ij
vi usnLr [kr djs ; k vxBs ds fu" kku yxk; xA

7. The competent authority shall not be bound to accept the highest or any bid
**gkfde etkt ij ;g ylfte ugh fd og l cl s T;knk jde dh ckyh ;k dkbz Hkh ckyh and may
refuse any bid without assigning any reason therefore. Any bid accepted by **eatij djs
vlsj og fcuk l cc cryk;s dkbz Hkh ckyh ukeatij dj l drk g\$ gkfde etkt ds the competent
authority shall be binding on the bidder. }kjk eatij dh gplz ckyh ckyus okys dks dany djuk
ylfte gkskA

8. The person whose bid is accepted shall execute a deed of lease in the pres-
*ftl 'k[l dh ckyh eatij dh tkoxh og gkfde etkt ds epjj fd;s gq oDr ds cribed form
within the time fixed by the competent authority . He shall also within vlnj , d Bds dk
i Vvk epjj ueus eafy [kxkA ckyh epjj gkus dh l puk feyus ds Seven days of the intimation to
him of the acceptance of his bid, deposit in cash with

l kr fnu ds vlnj og &&&&& ds ikl &&&&& : i;s dh ,d uxnh jde tks the
..... a sum of which inclusive of the sum of Rs. fd
ml ds }kjk tek dh gplz : i ;k dh jde ds l kfk feyus ij ml ds ckyh deposited by him will
amount to ten percent of his bid as security for the due per- dks jde dks nl Ohl nh gkxh
tekur ds rls ij s i us }kjk fy [ks tkus okys Bds ds i VVs ormance of the covenants in the deed
of lease to be executed by him. If the person ds dj kja dks ijh rjg l s djus ds fy;s tek
dj xk vxj og 'k[l cryk;s x;s ;k epjj fails to make the deposit or fails to make the
deposit or fails to execute the deed of lease as aforesaid within the fd;s gq oDr ds vlnj
Bds dk i Vvk u fy [s vlsj fQj egl y l i fj VVV bathfu;j dh dh bPNkuq kj right to obtain the
lease and three upon the tolls may in the discretion of the Super- egdes ds }kjk ol y
fd;k tk l drs g\$; l k egl y ol y djus okys dks jkT; 'kkl u }kjk ds }kjk mBk; x;s by auction
and the defaulter shall; be liable to pay any loss which may be sustained upl ku dks tks
fd egdes ds tfj;s ol yh ds l c ;k fQj l s cpus ds l cc gvk gks nuk by the state Government
by reason of such department collection or re-sale. gkxk upl ku dh jde crlsj cdk;k
Hk&jktlo ds ol y dh tkoxh The amount of the loss shall be recoverable as an arrear of
land revenue.

9. No auction shall be complete until the competent authority has passed an tc
rd fd gkfde etkt uhyke dh ckyh eatij djus dk gpe u ns rc rd order accepting the bid
and no person shall be entitled to collect tolls until the deed uhyke ijk u gkxk vlsj tc
rd 'kr 78 e cryk;s x;s epjj ueus eafy rc rd dk i Vvk u of lease in the prescibed form as

mentioned in condition 8 has been executed. fy[k fn; k tkos rc rd fdl h Hkh 'k[I dk egkwy ol wy djus dk vf/kdkj u gksk-

10. The lease shall be governed by the rules in force regarding the levy of tolls, l e; l e; ij i kns'kd l jdkj ds jkjk egl wy ds yxkus egl wy ?kj dks dk; e maintainance of the toll-house etc., made by the state Government from time to time j [kus vkrn ds fo"ki; ea cuk; sx, pkywfu; e Bds ij ykxwjgkA

11. The lease shall be subject to the condition that no toll shall be demanded Bds ds fy; s; g 'kr7 fd ftu 'kDI ka dks i kns'kd l jdkj us egl wy nus l s cjh dj from the person who are or may be exempted from the payment of the toll by the fn; k gS; k dj ns mul s dkbZ egl wy ugh gkskA

state Government

12- The amount of security shall be returned on the termination of the lease Bds ds [kre gks tkus ds ckn vkj Bds l mdkh l jdkj ds l c nkos ij rh rjg l s and after all claims of Government in respect of the lease have been fully settled ol wy gks tkus ds ckn tekur dh jde okil dj nh tkosk ftl ckyh ckyus okys The sum deposited under condition 1 by a bidder whose bid is not accepted shall be dh ckyh eatij u gskh ml ds jkjk "kr7 1 ds ekrfcd tek dh gbl jde " kr7 9 ds vuq kj returned to him after the acceptance of the bid under condition 9. ckyh eatij gkus ij okil dj nh tkoskA

13. The competent authority under these conditions is –
bu "kr7 ds ekrfcd gkfde etkt ; g gS&

List of bidders

ckyh ckyus oky ka dh Qgfj Lr

Name of bidder ckyh ckyus okys dk uke	Amount of bid ckyh dh jde

Memorandum

; knnk' kr

We being the persons who have made the bids as shown against our names in
mij crykbz gpl QgfjLr ea gekjs uke ds l keus ntZ dh gpl cky; ka geus ckyh g\$ A the aforesaid
list, have understood the condittons of this bid-sheet and the agreement vls bl ckyh ds
r[rs vls ewkfngs ds bdjkjukela dh "kra tks gea cryk nh xbl g\$ l e> applicable to the contract
which have been explained to us and we agree that each yh g\$ ge bdjkj djrs g\$fd gkfde
etkt dseaij djus ij ge eal sgj "k[l of us is liable to be held to his respective bid if it
is accepted by the competent authority. viuh & viuh ckyh dh jde dk nunkj glxk-

Signatures or thumb markes

nLr[kr ; k vaxBsdk fu" kku-

Name in full and address ijk uke vls i rk	Signature or thumb mark of the bidder ckyh ckyus okys ds nLr[kr ; k vaxBsdk fu" kku

Date

Signature fo officer holding the auction.

rkjh[k

uhyke djus okys vkfQl j ds nLr[kr

I accept the bid of Rs.in (words)
 : lk; s ¼ v{kh made by
ckyh eatj djrk g

Date

Signature of competent authority

rkjh[k

gkfde etkt dsnLr[kr

[Chap. IX]

[APPENDIX 9.16]

APPENDIX- 9.16

[See paragraph 9.051.1(b)]

**Lease giving permission to occupy Government Land under the
Management of works Department**

Form-A

(This Form should be used in all cases of encroachments in Madhya Pradesh other than purely temporary encroachments).

This indenture made this day of.....
19..... between the Governor of Madhya Pradesh (herein after called the grantor, which expression shall, where the context so admits, include his successors in office and assigns) of the one part and..... (herein after called the grantee, which expression shall where the context so admits, include his heirs, executors, administrators, representatives and assigns) of the other part.

Where the grantee has encroached upon the piece of Government land under the management of the..... Department the full particulars of which are given in the Schedule below and which is delineated upon the plan here to annexed and said land) by constructing balconies / saiwans/ projecting eaves/ chabutras/steps and carriage ways which are in existence for about years.

And whereas the grantee unequivocally admits title of the grantor to the said land;

And where the grantee has requested the grantor to allow him to retain the said construction with out conferring any right to the grantee in land underneath, it being definitely accepted that the permission so granted to retain the structure will not amount to grant of any interest whatsoever in the land below ;

And whereas in consideration of the payment of the sum of Rs..... (.....) only by the grantee to the grantor, the grantor has agreed to take no action under the law against the grantee for removal of the said construction ;

Now, therefore, this indenture witness that upon payment by the grantee of the said sum of Rs. () only to the grantor, the receipt whereof the grantor hereby acknowledges and upon the grantee having agreed to pay by way of licence fee a sum of Rs. () only every year/on or before the during the subsistence of this agreement the grantor has agreed to allow him to retain the said construction, subject to the following conditions :-

- (1) The said constructions shall be allowed to remain so long as the said land is not required by the grantor for his own or public purpose.
- (2)(a) When the said land is required for a purpose as stated in clause (1) of which the grantor shall be sole judge, the grantor shall require the grantee to remove the said construction within of the receipt of the notice to be given by the grantor in that behalf and thereupon the agreement shall terminate. If within the period allowed in the notice the grantee fails to remove, the grantor shall be entitled to have the same removed at the cost of the grantee in accordance with the procedure provided by Madhya Pradesh Land Revenue Act. 1917.
 - (b) The grantee shall not be entitled to any compensation for the removal of the said construction under sub-clause (a).
- (3) If the building to which the said construction pertains is hereafter rebuilt or if the said construction hereafter collapses or falls into a state of disrepair as to involve reconstruction, the grantee shall not repeat such construction. On removal of the said construction completely, of which notice shall be given by the grantee to the grantor, this agreement shall terminate and the liability of

the grantyee for payment of the annual licence fee shall cease from the date of the removal or from the date of the notice which ever is subsequent.

Schedule

* * *

* *

In witness where of the parties have set their hands here to the day and year specified in each case.

Witnesses -

1.

2.

Executive Engineer

.....

Division, on behalf of the Grantor

Date

Witnesses-

1.

2.

Signatur of Grantee

Date

[Chap. IX]

[APPENDIX 9.16]

Form - B

(This form should be used in cases of purely temporary encroachment in Madhya Pradesh)

This lease is granted by the Governor of Madhya Pradesh as represented by the Executive Engineer of the Division to (herein after called the lessee) to enter on and use the land situated at more particularly described in the schedules below in consideration of Rs..... (in words) the receipt whereof the Governor of Madhya Pradesh hereby acknowledges subject to the following conditions :-

- (1) The lessee shall pay in advance the sum of Rs..... as fee for the use of the said land during the period following that date.
- (2) On payment of this sum the lessee shall be entitled to the use of the said land from..... to
- (3) The lessee shall use the said land only⁺(and may for that purpose erect or place a temporary shed thereon). He shall not use the said land or the shed or any part thereof for any other purpose.
- (4) ⁺The lessee shall obtain the previous approval of the Executive Engineer to the material, appearance and position of any to be erected or placed on the said land and to any alteration there in.
- (5) The lessee shall not erect any structure (of a permanent character) on the said land or any part thereof.
- (6) The lessee shall keep the said land (and the shed if any) in a sanitary condition.
- (7) The lessee shall be deemed to be revoked on the failure of the lessee to perform or observe any of the conditions of this lease.
- (8) The lease may be terminated by either party by giving to the other of them at any time fifteen day's notice in writing, and the lease may be so terminated by

the governor of Madhya Pradesh without any claim for compensation whatever on the part of the lessee.

- (9) If the lease is revoked under clause (7), within seven days from the date on which the order of revocation is communicated to the lessee and if the lease is terminated under clause (8), within seven days from, the date of termination, the lessee shall be at liberty to remove any shed erected or placed by him on the said land. Anything not removed within that time shall become the property of the Governor of Madhya Pradesh absolutely.
- (10) The lessee recognizes that this being a lease it shall be open to the Executive Engineer or any officer authorized by him to have access at all times to the said land and that the lessee has no power under the law of transferring the privileges granted to him by this lease.
- (11) The lease does not transfer any interest in the said land to the lessee (and nothing herein contained shall be construed to create occupancy rights in favour of the lessees).

The schedule above referred to –

The schedule above referred to –

* * * *

Granted this day of
.....
.....

Signature of the Executive Engineer.

I have understood the above conditions and agree to abide by them.

Signature

⁺ These words to be omitted in which they are inappropriate.

Note. – Where no rent is reserved, this form should be used but the words relating to rent should be omitted and the corrections in the form should be initialled and dated by both parties.

[Chap. IX]

APPENDIX 9.17
(See Paragraph 9.051)

REGISTER OF ENCROACHMENTS

Serial No.	District	Tahsil	Mouza	Name of road Kilometre	Encroachment (giving number of houses etc.)	Name of owner and encroacher	Ground rent	Number and date of agreement	Brief note of purpose for which encroachment is allowed and whether for pucca or kacha building	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
							Rs.	P.		

Note :- The E.E. in charge of the Division should certify annually at the beginning of each calendar year that the agreements are in safe custody and that none is missing.

[Chap. IX]

[APPENDIX 9.18]

(See paragraph 9.045)

FORM OF LEASE FOR A PUBLIC FERRY

“A class ferry” means a ferry for use throughout the year.

“B class ferry” means a ferry used during rains or for part of a year.

Station of ferry.....River.....Tahsil.....District.

Whereas in accordance with the provisions of the Northern Indian Ferry Act, 1878 (XVII of 1878), and the rules made under Section 12 thereof, which shall be deemed, so far as applicable to be a part of this lease, a lease of tolls of the aforesaid ferry has been granted to me by name.....son of.....resident of.....for the term of.....(year(s) commencing from the.....to the.....in consideration of the rent hereinafter reserved and subject to the condition herein after mentioned I hereby agree with the Madhya Pradesh Government, as represented by the executive Engineers,.....Division, as follows :-

- (1) I have deposited the sum of Rs.being 10 per cent. of the total amount of rent payable by me for this lease to be held in deposit by way of security for the due performance of the contract to be repaid to me at the termination of the lease and after all claims of the State Government in respect thereof shall have been finally settled. Any instalment of rent falling due or any sum of money for the payment of which I may become liable under the said act or rules of under this lease may be deducted from the said deposit, and when any such deduction is made, I shall, within ten days of receipt of notice thereof, make good the deficiency so that the amount deposited with the State Government as security shall continue to be Rs.

- (2) The total amount of rent payable by me shall be Rs..... (in words)-
..... and shall be payable in instalments and on dates as given below, namely
:-

No. of instalment	Amount of each instalment	date on which payable
	[Rs.]	

- (3) Tolls shall be leviable by me according to the rates for the time being fixed by the State Government on all persons, animals, vehicles and other things crossing the river by the said ferry other than those exempted by the State Government.
- (4) The lease shall be subject to the Condition that failure to pay any instalment on the due date or breach or non-observance of the provisions of the said Act or the rules made under Section 12 thereof or of the conditions of this lease shall render the lease liable in the discretion of the Executive Engineer, to be resumed and worked departmentally, or resold for the unexpired portion of this lease, and I shall be liable to pay any loss that may be sustained by the State Government by reason of such resumption and departmental working or resale.
- (5) If any instalment of rent is not paid on the due date, whether the same be demanded or not, I shall be liable to pay interest at the rate of 10 per cent. Per of default provided that three days of grace for the payment of the instalment shall be allowed. ⁺Should an extension of the period beyond 15th October be sanctioned I shall be liable to pay an enhanced rent in such proportion as the period of extension in to the term of the lease.
- (6) interest accruing thereon and other sums of money for the payments of which I may become liable under the said Act or the rules made under Section 12 thereof or under the conditions of the lease I hereby mortgage to the lessor without possession my landed property particularly described below.I declare that the aforesaid mortgaged landed property is free form encumbrance of any As security for the aforesaid rent together with kind.However, if for any reason, litigation ensues concerning the property or any part

thereof and the lessor suffers any loss thereby, I covenant with the lessor that I shall not only be liable and make good the loss, but shall also render all help necessary in regard to the safeguarding of the landed property mortgaged. If my declaration that the property is free from encumbrance is found to be untrue or wrong I may be held guilty under the law. I further covenant that I shall not alienate the aforesaid mortgaged property or any part thereof either by way of sale, gift, subsequent mortgage or otherwise till the payment of the aforesaid rent and sums of money. If the mortgaged property or any part thereof become subject to attachment or forced sale or if the rent or revenue thereon or any part thereof remains in arrears or if the property or any part thereof is declared by the lessor to be in danger of serious deterioration in value or passes away out of my possession through death, alienation or otherwise, the lessor shall have the right to recover all amount due by me by bringing to sale according to law the aforesaid mortgaged property and should there be a deficit, I hereby agree to make good such deficit with interest thereon personally or from my other property.

⁺This sentence will be scored out when the case is of an a class ferry.

DESCRIPTION THE LANDED PROPERTY MORTGAGED

Location :- Settlement No Patwari Circle No. Revenue Inspector Circle No. Tahsil District.	Name of the field locally known (if any) Khasra No. Survey No.	Right	Area	Rent	Letting Value	Market Value	Remark
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

Notes :- (1) When mortgage of land is taken as security under this clause, the lease must compulsorily be stamped and registered under Section 17 (3) of the India Registration Act. 1908.

(2) This clause should be scored out when the lessee furnishes personal security under clause (7) below :-

(7) I (surety).....son of resident of do hereby guarantee the punctual payment of the installments of rent for this lease and of any sums of money for the payment of which the aforesaid lessee may become liable under the said Act or the rules made under section 12 thereof or under the conditions of this lease and I also hereby under take to be responsible to the said State Government as surety for the said lessee for the payment by him of the said rent and sums of money.

(8) It is agreed that any money payable under the said Act or rules or under this lease may. be recovered from the lessee or the surety as if it were an arrear of land revenue.

(9) It is further agreed that any dispute arising as regards the interpretation of this lease or the extent of the liability of the lessee or the surety hereunder shall be decided by the E.E./S.E. whose decision shall be final.

Signature

Witnesses

Signature of the lessee

1.....

Date

Signature of the surety

2.....

Date

Signature of the Executive Engineer

.....Division

Date

[Chap. IX]

[APPENDIX 9.19]

Appendix 9.19

[See paragraph 9.045(1)]

**List of persons, Animals, Vehicles, etc., Exempted by the State Government from
Payments of Tolls when Crossing Ferries on State Roads.**

- (1) Military officers, when travelling on duty, troops in uniform and their families, attendants, animals and vehicles accompanying them.
- (2) Vehicles moving under the orders of military authority.
- (3) Government servants travelling on duty, their attendants, animals and vehicles accompanying them.
- (4) Persons and animals employed in and Vehicles transmitted on the public service.
- (5) Vehicles employed in connection with the transport of materials or goods owned or purchased by Government while proceeding with, or travelling empty for taking, such a load.
- (6) Dak runners and vehicles carrying mails.
- (7) Village Kotwars travelling on duty, accused persons in custody and witnesses in criminal cases challenged by police.
- (8) Members of the Municipal Committee, Mandla, and paid servants of that body travelling on duty-in respect of the ferries at Mandla only.
- (9) Persons, animals and vehicles conveying materials for use on Government works in charge or the W.D.
- (10) Cultivators and their cattle, day-laboures going to or returning from their daily work and children going to or returning from school.
- (11) Pedestrians not transported in ferryboats.
- (12) All vehicles transporting compost manure under a certificate from any officer of the Agriculture Department nor below the rank of an Agriculture Assistant to the effect that the transport is in connection with “Grow More food Scheme”.

[Chap. IX]

[Appendix 9.20]

(See Paragraph 9.011)

Repair estimate and Inspection Report

E.& M. Division

E.& M. Sub-Division

(To be submitted in duplicate)

Name of Plant.....

Number of Plant.....

Make.....

Department Code No.....

Amount of Estimate of Repairs.....

Short description of repairs

Date of submission of

Estimate to division office/

Sub Division office

Probable time required

for repair

Probable due date, when ready.....

Dated signature of

Section officer, E.& M.

Dated signature of

Sub-Divisional Officer E.& M. Sub-Division

No.

Dated

Returned to

Estimate approved for Rs.....

Job Number allotted.....

Repair works to be carried out.....Other

instructions.....

Executive Engineer / Sub Divisional Officer E & M

.....

INSPECTION REPORT

S.No.	Nature of Complaint, defect	Reasons	Proposed Repairs by Section Officer	Remarks by S.D.O. E.&M.	General Remarks
(1)	(2)	(3)	(4)	(5)	(6)

.....
Section Officer, E&M

.....
Sub-Divisional Officer, E&M

Estimate for Repairs

S.No.	Quantity	Particulars of spare required	Part No. as per catalogue	Rate	Amount
(1)	(2)	(3)	(4)	(5)	(6)

Sectional Officer, E&M.....

Sub-Divisional Officer, E&M.....

APPENDIX 9.21

(See Paragraph 9.011)

Register of Job

SNo.	Job No.	Name Plant with S.No.	Short description of repairs	Amount of Estimate	Date of receipt of plant for repairs	Proposed date of completion of repairs	Actual date of completion	Actual expenses of repairs	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

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[Appendix 9.22]

APPENDIX 9.22

(See Paragraph 9.012)

Receipt And Issue Register of Spare Parts

Name of Section Officer.....

Name of Sub-Division/Division

S.No.	Date	Source of receipt giving details	Details of item received	Issued to Plant No.	Date of issue	Job No.	Approximate value
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

Dated

.....
Signature of the Section Officer E./M.

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[Appendix 9.23]

APENDIX 9.23

(See paragraph 9.013)

JOB CARD

OFFICE OF THE.....NO.....

Description of Machine.....Date of receipt.....

Source of receipt.....Date of starting work.....

Nature of Job.....Date of completion.....

Estimate Number.....Chargeable Head of account.....

Estimate amount.....

SECTION 'A'			SECTION 'B'		
No.	Wages through Muster Roll	Amount	No.	Wages through Work charged Salary Bills	Amount
	Total			Total	

SECTION 'C'			SECTION 'D'		
No.	Repairs of Misc. jobs arranged from Outside workshop with S.No.	Amount	No.	Misc. Jobs done in workshop	Amount
	Total			Total	

CERTIFICATE

Received Machine\vehicle No.....

On date.....in good working condition along with used parts and
entries duly recorded in the log book of Machines on Page No.....

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[Appendix 9.23]

ABSTRACT

Section 'A'

Section 'B'

Section 'C'

Section 'D'

Section 'E'

Total

Add. Overhead charges of workshop :-

Rs.

Grand Total

SECTION OFFICER.....

The charges are accepted
Receiving Officer

S.D.O. E&M

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APPENDIX 9.24

[Appendix 9.24]

(See paragraph 9.014)

History Sheet

.....DEPARTMENT, M.P.

(For Nomenclature of plants, specification)

Make.....Engine No.....

Supplier.....

Order No.

Serial No.

Code No.

Opening Date

Closing Date

.....

Sub-Division Officer E. & M.

Sub – Division

.....

Execution Engineer,

E. & M. Division

INDEX

Page No.

1. Record of transfer of machine
2. Record of operators
3. Particulars of equipment
4. Component main assemblies
5. Battery records
6. Tyre record
7. Record if additions, alterations and
modification
8. Monthly operation data
9. Monthly repair data
10. Component assemblies repair

11. Notes

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[Appendix 9.24]

Equipment received in E. & M. Sub-Divisional/E.& M. Division.....
.....
Transferred to E. & M. Sub-Division / E.& M. Division.....
.....

Handed over

Taken over

S.D.O., E. & M. Sub-Division

S.D.O.

E.& M. Sub-Division

.....

.....

Section officer E. & M. Section

Section officer E. & M. Section

RECORD OF TRANSFER OF MACHINE

(Between Section Officer)

From,	To	Total period of work Done in section	Authority	Remarks
.....	.....	From To		
E.&M. Division	E.&M. Sub- Division	E.&M. Division		

PARTICULARS OF EQUIPMENT

1.	Brief Description of Plant	..	..	..	.....
2.	Year of Manufacture	..	..	..	.....
3.	Name of Manufacture	..	..	..	.....
4.	Maker's S.No.	..	..	..	Model No.....
5.	Date of receipt	..	..	..	.....
6.	Supply order No.	..	..	..	.....
7.	Name of Supplier	..	..	..	.....
8.	Total cost at site	..	..	..	.....
9.	Total weight of the plant	..	..	..	.....
10.	Dimensions	..	..	..	.....

- | | | | | | |
|-----|----------------------------------|----|----|----|--------------------------------|
| 11. | Engine details | .. | .. | .. | (a) Make |
| | | | | | (b) Model No. |
| | | | | | (c) S.No. |
| | | | | | (d) Type..... |
| | | | | | (e) H.P. |
| | | | | | (f) Nos.of cylinder..... |
| | | | | | (g) Bore diameter..... |
| | | | | | (h) Stroke..... |
| | | | | | (i) Displacement\cylinder..... |
| | | | | | (j) R.P.M. |
| 12. | Capacities | .. | .. | .. | (a) Fuel tank |
| | | | | | (b) Sump |
| | | | | | (c) Cooling system |
| | | | | | (d) Gear box |
| 13. | Filter detail | | | | |
| | (Recommended make/type) | | | | (a) Air filter |
| | | | | | (b) Fuel filter |
| | | | | | (c) Tube filter |
| 14. | List of tools with the plant --- | | | | |
| | (a) Received with the plant | | | | |
| | (b) Issued later | | | | |

COMPONENT MAIN ASSEMBLIES

Item No.	Name of Assembly	Make Model	S.No.	Short Details	Remarks
(1)	(2)	(3)	(4)	(5)	(6)
1.	Fuel Injection Equipment				
2.	Generator				
3.	Starter Motor				

Record of Batteries
ORIGINAL REPLACEMENT

(1) (2) (3)

Date.....

Size.....

Nos. of Plates.....

Voltage

Make

S.No.....

Repair Records

Make VoltageNo. of Plate..... S. No.....

Date	Work Done	Reason	Hours worked	Remarks
	Repair/Charging			
(1)	(2)	(3)	(4)	(5)

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[Appendix 9.24]

Tyre Record

Tyres Front

(i) Original

(ii) Spare

Size ----

Make

Ply. ----

S.No.

Tyres Rear

Size ----

Make.

Ply. ----

S. No

Changes

Details of tyre taken out

Details of tyre fitted in

Date	Tyre-Size/Ply	Make/S.No.	Tyre-Size/Ply.	Make/S.No.	Remarks
(1)	(2)	(3)	(4)	(5)	(6)

Record of Addition/Alteration/Modification

S.No.	Date	Details of work carried out	Cost	Reasons	Authority	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Component Assembly Repair Record

S.No.	Date	Name of Component	Details of work carried out	Cost	Remarks
(1)	(2)	(3)	(4)	(5)	(6)

Note : Formats are for guidance only; and may be suitably amended where necessary.

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[Appendix 9.25]

APPENDIX 9.25

(See paragraph 9.043)

Table Showing the rates of Tolls to be Levied on Bridges Fixed by the State Government

S.No.	Description	Rates for Bridges costing	
		Rs. Five lakhs to fifteen lakhs	Above Rs. Fifteen lakhs
(1)	(2)	(3)	(4)
1.	On every private motor car, jeep , station wagon, or other similar vehicle	Rs. 3.00	Rs. 4.00
2	On every auto rikshaw	2.00	2.50
3	On every tractor-trolley loaded with commercial good.	3.00	4.00
4	On every tempo, taxi, matador, mini bus with seating capacity of up to 30 passengers and pick-up delivery van.	5.00	7.00
5	On every goods vehicle as defined in the motor vehicle Act:-		
	(a) Loaded	15.00	20.00
	(b) Unloaded (Empty) not there	10.0	13.00
6	On every State carriage as defined in Motor Vehicles Act with seating capacity in excess of 30 passengers.	10.00	13.00
7	On every vehicle carrying heavy machinery and earthmoving machinery (when advance permission of P.W.D. is necessary).	2.00	2.50
		per ton	Per ton

Notes—(1) The payer of toll tax will have the right to compound.

(2) The toll shall be leviable only once in a day in respect of vehicles for any number of journey on the same day on the State Bridges by payment of toll prescribed for a single day journey, i.e., within 24 hours from 6 O'clock morning till next day morning 6 O'clock for which purpose receipt granted to the tax payer shall have an entry indicating the vehicle number.

However, difference of toll shall be leviable for crossing a bridge costing above rupees fifteen lakhs and in that case difference between the rates indicated under column number (3) and (4) shall become payable.

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[Appendix 9.26]

APPENDIX 9.26

(See paragraph 9.043)

**List of Vehicles Exempted by the State Government from
Payment of Tolls when Crossing at Toll Bridges**

Part I-Without a permanent pass from the Executive Engineer.

Conveyances and vehicles of Hon'ble Governor and hon'bel Ministers.

- (2) Conveyances and vehicles of the Hon'ble Speaker and Deputy Speaker of the Legislative Assembly.
- (3) Conveyances and vehicles of Ministry Officers travelling on duty.
- (4) Conveyances and vehicles accompanying troops on the march.
- (5) Vehicles moving under the order of military authorities.
- (6) Vehicles of Police officers on duty. Such Police Officer shall either—
 - (i) be in uniform; or
 - (ii) produce a certificate signed by the District Superintendent of Police that they are on duty ; or
 - (iii) if of a rank not lower than a District Superintendent of Police , enter in a book kept by the lessee, their rank, names, and the fact that they are travelling on duty.
- (7) The conveyance of the Executive Engineer of the Division in which the bridge is situated, while travelling on duty.
- (8) The conveyances and vehicles of village kotwar on duty, and of witnesses in criminal cases challaned by police.
- (9) Conveyances and vehicles of cultivators used for agricultural purposes whose fields or pasture grounds lie within a distance of 3 km. from the opposite side

of the bridge to their home on production of Revenue Book (Bhoo Adhikar and Rin Pustica).

- (10) Vehicles licensed to carry mails.
- (11) Small vehicles (like car, Jeep, tractor and ambulance of the State Government travelling on duty.
- (12) Vehicles of the Members of the Legislative Assembly of Madhya Pradesh and Members of Parliament.
- (13) All Vehicles transporting compost manure.
- (14) Vehicles of accredited press correspondents possessing identity card.
- (15) Ambulance and vehicles of Fire Brigade would be allowed to pass through immediately.
- (16) Tractor Trolley (empty or with agricultural machinery).

Part II—with permanent pass from the Executive Engineer.

- (17) Vehicles of Government Servants and their attendants travelling on duty.
- (18) Vehicles exclusively used for school-going children, when going to schools or return there from with their vehicles.

Note.—The driver of vehicles exempted from payment of toll, shall state his name, rank and the nature of the duty on which he is engaged and shall, if literate, do so in writing.

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[Appendix 9.27]

APPENDIX 9.27

(See paragraph 9.057)

CHIEF TECHNICAL EXAMINER ORGANISATION

Organisation And Functions

1. The organisation is headed by the Chief Technical Examiner who is an officer of the rank of a Chief Engineer in Works Department. He is assisted by Superintending Engineering drawn from Public Works, Irrigation and Public health Engineering Departments. A technical and administrative audit cell has been constituted under each Superintending Engineer. The Chief Technical Examiner, Superintending Engineers, Executive Engineers of the Chief Technical Examiner's Organisation are all Technical Examiners.
2. The functions and duties of the organisation are as below :-
 - (i) Inspection of important work in progress, as also after completion with reference to quality, time schedule and any deviations made from the contract agreements during execution of works.
 - (ii) Inspection of works carried out departmentally to ensure that there is no excessive use of material and labour.
 - (iii) Checking or a percentage of concluded contracts, particularly negotiated contracts, to ensure that the rates are reasonable; and conditions, description of the items and specifications are not ambiguous.
 - (iv) Checking of percentage of bills after payment with reference to documents and also measurements at site.
 - (v) To examine any specific cases of technical nature, when so required by the Government.
 - (vi) To conduct a technical and administrative audit of completed works as well as works in progress, through spot inspections of selected works and by scrutinizing all documents such as bills, contract deeds, muster, rolls, measurement books, etc.

- (vii) Whenever any defects, irregularities or deviations are noticed during the course of such scrutiny, to refer to the department concerned in the form of a memorandum for clarification, rectification of defects or taking remedial measures including advice regarding recoveries for compensation of loss to the Government from contractor agencies concerned and disciplinary measures against the defaulting staff and officers.
 - (viii) To refer serious cases of fraud and negligence to Government in G.A.D. for necessary action. While discharging these functions, the Chief Technical Examiner's Organisation is to ensure that a few works of each of the engineering departments are inspected in each district during the year.
 - (ix) Inspection of workshops and maintenance of machines.
 - (x) As an agent of Government to inspect the construction works entrusted to Corporate Bodies.
3. The Technical Examiner is assisted by an Assistant Engineer and or a Junior Engineer in the field inspections.
 4. Divisional Accountant is provided to assist the Technical Officers of the Chief Technical Examiner's Organisation in accounts matters.

Procedure of Working :

Technical Examination of Works:

- (i) **Works on contract:**
 5. Quarterly return for all the works awarded and also works completed on contract are required to be submitted in form C.T.E./6 to the Chief Technical Examiner by each Divisional Engineer-in-Charge of the execution of works on 25th of the succeeding month.
- (ii) **Department works:**
 6. For major works costing more than Rs. 50,000 on work orders or muster roll quarterly return of works are to be submitted by the Divisional Engineer to the Chief Technical Examiner in form C.T.E./2.
 7. Works for inspection may be selected by the concerned Technical Examiner himself or under the directions of his superiors in the organisation or by the

Chief Technical Examiner. Inspections and observations are issued in form C.T.E./3 to the departmental officers concerned up to head of the department. Important cases of serious nature are to be brought to the notice of the Government in G.A.D. and the department concerned by C.T.E. for suitable action. The observations may be met by rendering satisfactory explanation to the Chief Technical Examiner, removal or rectification of defects or recoveries of overpayment or compensations in favour of the Government for inferior or defective work.

The compliance of the observation is pursued by the chief technical Examiner. The cases, where appropriate action taken by the Department is not intimated to Chief Technical Examiner or appropriate action is not taken, is to be intimated to Government by the Chief Technical Examiner for suitable action.

8. The Executive Engineer of the works is required to accompany the inspecting officer of the Chief Technical Examiner's Organisation. He may explain the position at site. Generally observations shall be communicated to the Divisional Engineer who may accept the observation and take measures for rectification and remedy. In case, rectification or defects is not done and decided to accept and retain the inferior work without grossly prejudicing the safety and utility of the work by claiming suitable compensation from the contractor for the retention of inferior work. They shall work out the rate and quantum of such compensation and intimate the same to the Chief Technical Examiner; and effect recoveries under intimation to Chief Technical Examiner and Accountant General.
9. If the Executive Engineer does not accept the observations, he shall submit his replies for consideration with copy to his Superintending Engineer in the departments. The superintending Engineer concerned shall examine the replies promptly and send his remarks to the Chief Technical Examiner who shall examine the replies, and drop the observation, if he is satisfied, giving intimation to the Executive Engineer and the superintending Engineer. If he is not satisfied, he may move the case to the Chief Engineer, Engineer-in-Chief and the Government in the concerned department and the Secretary, G.A.D. (Administrative Vigilance Cell), as he may deem fit.

10. The register of observation memo received from the Chief Technical Examiner is to be maintained by the Executive Engineer in the form of C.T.E./4 and expeditious disposal ensured. The reply shall be submitted to C.T.E. within 30 days of the receipt of the observation.
11. A register showing the progress on the disposal of cases referred to the Superintending Engineer and the Chief Engineer of the department concerned are required to be maintained, in the respective office in the form of C.T.E./5 and expeditious settlement of the cases ensured.
12. Executive engineer is required to maintain a register showing the position of over payments pointed out by the chief Technical Examiner and recoveries thereupon.
13. Where the work is done by departmental machinery, the same procedure and forms may be used with suitable modifications for proper clarity.

Technical Examination of contract agreements

14. The Executive Engineers are required to forward direct to the Chief Technical Examiner a true copy of cost agreement as soon as it is executed in respect of all works costing more than Rs. 5 lakhs and all lump sum contracts. The contract document will be examined by the Technical Examiner in general with the help of the Divisional Accountant with a view to pointing out errors, omissions, anomalies and ambiguities which tend to give undue or indirect benefit to contractors and which may result in execution of sub-standard works. The observation shall be sent to the Government for suitable action.

Technical Examination of Final Bills

15. Monthly return of payment of final bills of works done on regular contracts by the contractors is required to be submitted by the Executive engineer to 15th each month in the form C.T.E./1.

The Bills and connected documents are examined by the Technical Examiner and relevant work sites inspected, whenever necessary to verify the quality, quantity of the material billed for.

Observations on bills are issued to the Executive Engineer concerned as he is the authority for payment of bills and recovery of the over payments detected, if any, by the Chief Technical Examiner rests with the Executive Engineer.

Rectification of defects and over payments

16. The Executive Engineer, while making recoveries from contractors for over-payments agreed to by them as a result of technical audit of works, should not write to the contractors that recoveries are being made in accordance with the instructions of the chief Technical Examiner. As the Chief Technical Examiner is not a party to the contract and its mention in the correspondence exchanged with the contractors, is likely to lead to legal complications, particularly if the matter is taken up in arbitration, it is enjoined that no mention should be made of any other authority except the Executive Engineer under whose instructions recoveries are being made and defects are being pointed out etc. In the letters issued to the contractors all such actions are to be taken with reference to the terms of contract.

Technical Examination of Muster Rolls

17. Chief Technical Examiner/Superintending Engineer/Executive Engineer of the Chief Technical Examiner's office during his visit may check any muster roll, attendance as well as progress and issue observations in the form C.T.E./3.

Prescription of Returns

18. Chief Technical Examiner may revise, refix and prescribe new proformas, periodical returns from time to time for the Executive departments as well as his staff in so far as they relate to the collection of data, inspection, checking and compliance for efficient implementation of the objects enunciated herein. The Chief Technical Examiner may also make suggestions to the Department for improvement in the working of these Departments.

Functions: (Inspection of works)

(a) Works carried out by Contractors

19. Inspection of the important works after completion, as also checking during their progress will be carried out to see whether the works have been executed

strictly in accordance with the terms of the contract, test examination of works expenditure to ascertain whether the quantity and quality of the various classes of works set forth in the agreement on which payment is claimed, do in fact represent the quantity and quality of the work actually executed. During inspection, the Engineer-in-Charge of the work shall accompany the officer of the Chief Technical Examiner Organization who will specially watch to see that vide deviations from the agreement resulting in undue benefit to contractors are not ordered by the Executive staff. The Chief Technical Examiner will see that the time of completion of works in accordance with the terms of the contract is observed by ensuring that no extensions without proper justification are granted. He may also get hidden works opened out and carry out laboratory test of materials incorporated in the work.

(c) Works carried out by Departmental Labour :

The Technical Examiner will occasionally check works; both maintenance as well as construction carried out by work charged/muster rolls labour. He will check technically the labour and materials employed on work and will bring to notice any excess of labour employed or stores consumed in the work.

He will check at site the work done by the departmental labour and also the actual labour at site. He will examine the works to see that all labour is fully employed and that it is not employed on jobs, which can be more economically, be done through contract.

Examination of contracts

20. The Technical Examiner will check percentage of accepted contracts in respect of works and supply orders costing more than Rs. 5 Lakhs and all lump sum contracts from technical point of view paying special attention to the specifications and rates, to see that there is no ambiguity in description of any item or specifications leading to over payment. He will scrutinise negotiated tenders (including work orders) to watch that excessive rates are not paid by the Executive Department.

Cost payment and audit of final bills

21. The Technical Examiner will check technically percentage of bills after payment. There will be office examination of bills, measurements books, and a checking of measurements and quality of work on site. The checking of bills is to be completed as early as possible after payment, so that the objections may be dealt with the staff who execute the works, and contract accounts settled promptly.

Technical Examination of any specific case of Technical nature when so required by the Government and the Secretary G.A.D. Administrative Vigilance Cell

22. The Chief Technical examiner's Organisation is not intended to be a bureau of complaints against the officers of Engineering Departments. The organisation will carry out such functions as are enumerated above. If any department of Government desires that the Chief Technical Examiner should examine any particular case, it shall refer the case to him through the G.A.D; setting out the points on which the Chief Technical Examiner is requested to examine along with the reasons, why the reference to Chief Technical Examiner is considered necessary.
23. All specific cases of technical nature, required to be examined by the Chief Technical Examiner, shall be routed and sent through the Secretary, G.A.D. (Administrative Vigilance Cell) enumerating the terms of reference clearly. The Chief Technical Examiner and Superintending Engineer in the organisation shall study the reference carefully, lay down procedures of investigation, investigate and examine purely technical aspects. The Chief Technical Examiner shall submit his report to the Secretary, G.A.D. (Administrative Vigilance Cell) and the department concerned. The Superintending Engineer will fully assist the Chief Technical Examiner in collection of field data, examination and reporting.

Assistance to Audit in the examination of audit paras of technical nature

24. The Chief Technical Examiner will give advise, if required to the Accountant General in connection with draft Audit paras.

General

25. The Operation of the Chief Technical Examiner shall not interfere in any way with the free exercise of the Executive powers vested in the Departmental Officers.
26. The appointment of the Chief Technical Examiner and Technical Examiners will not in any way reduce the responsibility of the officers of the Executive Department.

They shall ensure by their own inspections etc. that all contracts are entered in accordance with the accepted financial rules, the materials used are according to specifications and that the work is completed in accordance with the plan and within the time stipulated. The fact that the Chief Technical Examiner or Technical Examiner had examined any part of a particular work would not in any way lessen the responsibility of the officers of the Executive Department in respect of the soundness of the construction and any defects which may come to light later.

Clarifications

- (1) The departmental Officers while taking action against contractors as a result of technical audit of works, should not bring in correspondence with the contractor, reference of Chief Technical examiner Organisation as it is not a party to the contract. Departments are expected to examine Chief Technical Examiner Organisation's observation notes and as required may further get it scrutinized from their technical heads and satisfy as to which of the officers or contractors are responsible for the defects and then should take independent action against contractors and as necessary against department Officers. (See G.A.D. Memo No. F-1-29/73 Vig./1 dated 5-12-1974).
- (2) For action against delinquent officers reference of Chief Technical Examiner's report should not be made in the charge sheet and statement of allegations. It is the responsibility of the department to get further investigations done through departmental heads in the light of Chief Technical Examiner's reports and thereupon satisfy themselves as to which of the officers or only contractor is fully responsible for the defects (See G.A.D. Memo No. 15/1234/Vig./78, dated 22-1-1979)

[Chap. IX]

[Appendix 9.27]

PROFORMA

C.T.E./1

Monthly return of payment of final bills to Contractors and pending final bills for more than 6 months for the month

Name of Division

Name of Circle

Department

S.No.	Name of work & location	Voucher No.& Date	Agreeme -nt No.	Name of Contractor	Amou -nt of Contra -ct	Gross amount of final bill	Date of completion as per agreement	Date of commen- cement	Actual date of complet - ion	Amount of extra items paid	Amount of substi- tuted items paid	Reasons for not finalisati -on of the bill
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)

No..... Date

Forwarded in duplicate to C.T.E. (Vigilance)

[Chap. IX]

[Appendix 9.27]

C.T.E./2

(To be submitted to C.T.E.
by 15th of following month)

**Quarterly report of Major works costing more than Rs.50,000 taken up departmentally for the quarter ending
June/September/December/March**

Division

Circle

Department

S.No.	Name of Work	Administrative approval No.....dt..... Amount	Technical sanction No.....dt..... Amount	Amount of work proposed to be done departmentally work order <hr/> Piece work <hr/> Nominal Muster Roll	Date of starting the work	Expenditure incurred up to the end of previous month	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

No.....Dated.....19

Forwarded to the Chief Technical Examiner (Vigilance)
Chhattisgarh

Executive Engineer Division

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[Appendix 9.27]

Observation Memo.

C.T.E./3

Technical Examination of Works

Name of Work

Division

Date of Commencement

Circle.....

Due date of completion

Department

Agreement No.

Actual date of completion

Muster Roll No.

Percentage of Progress

Work Order No.

Date of site check

agreement

Piece agreement No.

Payment made up to date

Amount

Contractor's name & Class

No.....

Date

To

The observations made in respect of the above work are enclosed herewith the Executive Engineer's is requested to furnish reply within 30 days of the issue of him memo.

Encl :-

Copy to :-

Technical Examiner

Copy for folder file

for Chief Technical Examiner

[Chap. IX]

[Appendix 9.27]

C.T.E./4

**Register of Observation Notes received from the
Chief Technical Examiner**

.....Division.....Dept
t.

S.No.	No. and date of observation note	Name of work and agreement No.	Name of Contractor	Remarks regarding subsequent development and disposal

C.T.E./5

Register Showing Progress of the Disposal of Cases Referred to Circle/Chief Engineer's Offices by C.T.E. Organisation

..... CIRCLE /C.E.....Dept.

S.No.	Ref. No. and date of C.T.E. Organisation	Name of work and Agreement No.	Name of Contractor	Remarks regarding progress made on the case
(1)	(2)	(3)	(4)	(5)

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[Appendix 9.27]

C.T.E./6

(To be submitted to C.T.E. by the
15th of the following month)

Quarterly return of award and completion of works for the quarter ending.....

Name of Division

Circle

Department

Part I – Award of works

(Costing over Rs.5 Lakhs)

S. No.	Name of work and location	Name of Contractor	Amount of Contract	Percentage above/ below and particulars of schedule of rates applicable	Whether awarded by negotiations or call of tender	No.of times tenders called	Date of Start	Date of completion of working as per agreement	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

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[Appendix 9.27]

Part-II – Completion of Works

S.No.	Name of work and location	Agreement No.	Name of Contractor	Amount of contract	Date of start as per agreement	Date of completion as per agreement	Actual date of completion	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

No..... Dated.....19

Forwarded to the Chief Technical Examiner (Vigilance) Madhya Pradesh.

[Chap. IX]

[Appendix 9.27]

C.T.E./7

(To be submitted by E.E. to
C.T.E. by 15th of each month)

Monthly return of muster rolls

Name of Division

SNo.	Name of Sub-Division	Total No.of Muster Rolls operated	Total Amount paid	Remarks
(1)	(2)	(3)	(4)	(5)

Monthly return of work orders on piecework

S.No.	Name of Sub-Division	Total No.of piece work order issued	Total amount paid on	Remarks
(1)	(2)	(3)	(4)	(5)
(a)	Less than Rs.10,000 each			
(b)	Above Rs.10,000 each			

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[Appendix 9.27]

C.T.E./8

(To be submitted by E.E.to
15th of each month)

Monthly return of purchase for stock

Name of Division

S.No.	Name of Sub-Dn.	No.of supply order issued	Total value of stock purchased during the month
(1)	(2)	(3)	(4)

— (A) – On rate contract

(B) - On tenders

(C) - On quotations/price list of firm

Monthly return of purchase for Materials directly charged to work/machines

S.No.	Name of Sub-Dn.	No.of supply order issued	Total value of material directly charged to machines/work
		during the month	

(1)

(2)

(3)

(4)

[Chap. IX]

[Appendix 9.28-A]

Appendix 9.28 – A

Dates on which various returns are due. Month – January

(Note :- The statement is not exhaustive and additions should be made where necessary.)

S.No.	Due date	Subject	From	To	Authority para No.of Vol.-I
(1)	(2)	(3)	(4)	(5)	(6)
1	10 th January	Check measurement books along with form printed as Appendix 4.11	S.D.O.	E.E.	4.107
2	15 th January	Proposals for minor works to be undertaken during the next financial year in connection with state roads.	C.E.	E.-in-C.	2.021
3	15 th January	Proposals for petty works for subsequent year	C.E.	E.-in-C.	2.024
4	15 th January	Return of furniture and crockery in V.I.P. guest houses, circuit houses, rest houses and inspection bungalows.	S.D.O.	E.E.	3.051
5	15 th January	Proposals for new “Minor original works” to be carried out in next financial year in connection with state roads under P.W.D.	S.E. through Commissioner	C.E.	4.141
6	25 th January	do	C.E.	E.-in C.	4.141

Note – Monthly, quarterly and periodical returns are not included in these statements.

Appendix 9.28 – B

Dates on which various returns are due. Month – February

(Note :- The statement is not exhaustive and additions should be made where necessary.)

S.No.	Due date	Subject	From	To	Authority para. No.of Vol.-I
(1)	(2)	(3)	(4)	(5)	(6)
1	1 st February	Sanction to the estimates of annual repairs to roads.	E.E.	S.D.O.	2.054(2)
2	Early February	Approval for proposals for new “Minor Original Works” in connection with state roads and to be carried out during the next financial year.	Govt. in P.W.D.	E.-in-C.	4.141
3	15 th February	Estimates for arboriculture operations on new and existing state roads.	S.E.	C.E.	4.141
4	15 th February	Statement of surrender of funds.	S.E. Commissioner H.O.D.	C.E. Govt.	4.155

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[Appendix 9.28-C]

Appendix 9.28 – C

Dates on which various returns are due. Month – March

(Note :- The statement is not exhaustive and additions should be made where necessary.)

S.No.	Due date	Subject	From	To	Authority para. No.of Vol.-I
(1)	(2)	(3)	(4)	(5)	(6)
1	15 th March	Half yearly inspection report of bridges and culverts (for the pre-monsoon period) on the forms in Appendix 2.08 and 2.09.	Sub-Engineer (S.O.)	S.D.O.	2.069
2	15 th March	Final statement of surrender of funds.	S.E. Commissioner H.O.D.	C.E. Govt. Govt.	4.155

Appendix 9.28 – D

Dates on which various returns are due. Month – April

(Note :- The statement is not exhaustive and additions should be made where necessary.)

S.No.	Due date	Subject	From	To	Authority para. No.of Vol.-I
(1)	(2)	(3)	(4)	(5)	(6)
1	1 st April (every alternate year)	Gradation list for each class of establishment under permanent and temporary services.			1.027
		(i) For gazetted officers.	Govt.	Concerned offices and officers.	
		(ii) For statewide cadre in non-gazetted establishment under his control.	E.-in-C.	Concerned offices and subordinates.	
		(iii) For non- statewide cadre in non- gazetted establishment under him.	C.E.	-do-	
		(iv) do	S.E.	-do-	
2	1 st April (every alternate	Change in the gradation list.	Govt./E.-in C./ C.E/S.E.	Concerned offices/ officers/ subordinates.	

	year)				
3	1 st April	Provision of the Hot weather establishment.	..	..	1.087
4	Early April	Statement of allotment of funds for new “Minor Original Work” in connection with state roads.	E.-in-C.	S.E.	4.141
5	Early April	Statement of allotment of funds for arboriculture operations	E.-in-C	S.E.	1.141
6	10 th April	Initiation of details required for preparation of gradation list in Appendix 1.09.	Head of office	Authority publishing gradation list (through proper channel)	1.032
7	25 th April	A list of incomplete “Minor Original Works” for which funds are required during the current year.	E.E.	(i) Commissioner (ii) H.O.D.	4.138
8	25 th April	Particulars and funds required in respect of “Major Works” remaining incomplete on 31 st March in division for which allotments are required during the current year.	S.E.	C.E.	4.135
9	25 th April	Statement of funds required during the current year for “Minor Original Works” which remained incomplete during the previous year.	E.E.	S.E.	4.141 (3)

Appendix 9.28 – E**Dates on which various returns are due. Month – May****(Note :-** The statement is not exhaustive and additions should be made where necessary.)

S.No.	Due date	Subject	From	To	Authority para. No.of Vol.-I
(1)	(2)	(3)	(4)	(5)	(6)
1	1 st May	Half yearly Inspection Report of bridges and culverts after signing certificate No. 3 of Appendix 2.08.	E.E.	S.E.	2.072
2	1 st May	Statement showing the dates of inspection of Sub-Division offices by E.E. during the previous year.	S.E.	C.E.	4.115
3	10 th May	Statement of funds required during the current year for “Minor Original Works” which remained incomplete during the previous year.	S.E.	C.E.	4.141
4	15 th May	Certificate of verification of solvency of the surety for S.K./ Cashier etc.	E.E.	S.E.	1.051 (Note)
5	25 th May	Statement comparing the original and final grant and actual expenditure by Divisions during the preceding year with explanation for savings and excesses under all heads of accounts in W.D. Budget.	E.E.	S.E.	4.156
6	25 th May	Statement of estimated revenue and actual realisation with explanation for variation.	E.E.	S.E.	4.156 (b)
7	31 st May	Details required for preparation of gradation list.	Head of office	Authority publishing gradation list (through proper channel.)	1.032

Appendix 9.28 – F

Dates on which various returns are due. Month – June

(Note :- The statement is not exhaustive and additions should be made where necessary.)

S.No.	Due date	Subject	From	To	Authority para. No.of Vol.-I
(1)	(2)	(3)	(4)	(5)	(6)
1	10 th June	Annual report of conditions of steam plant.	E.E. (E/M)	S.E. (E/M)	9.005
2	10 th June or Commencement of rains.	Termination of the Hot-weather establishment.	..	..	1.087
3	10 th June	(i) Statement comparing the original and final grant and actual expenditure by Divisions during the preceding year with explanations for savings and excesses under all heads of accounts in W.D. Budget. (ii) Statement of estimated revenue and actual realisation with explanation for	S.Es.	C.Es.	4.156

		variations.			
4	15 th June	A statement showing detail of grant and expenditures on establishment by unit of appropriation with explanation for difference between the original budget provisions, the final grant and actual expenditure of the last financial year.	E.Es.	S.Es.	4.156
5	20 th June	(i) Statement comparing the original and final grant and actual expenditure by Divisions during the preceding year with explanations for savings and excesses under all heads of accounts in W.D. Budget.	C.Es.	E.-in-C.	4.156
		(ii) Statement of estimated revenue and actual realisation with explanation for variations.	..	..	..
6	30 th June	Certificate of checking of boundaries of Govt. land and encroachments in charge of W.D.	S.O.	S.D.O.	9.052 (a) (ii)

Appendix 9.28 – G

Dates on which various returns are due. Month – July

(Note :- The statement is not exhaustive and additions should be made where necessary.)

S.No.	Due date	Subject	From	To	Authority para. No.of Vol.-I
(1)	(2)	(3)	(4)	(5)	(6)
1	1 st July	Report to the registering authority of contractors after review of the register of contractors and performance of Contractors.	E.E.	Registering Authority	2.100
2	1 st July	Report on tests of all lightning arrestors on Govt. buildings in Appendix 3.12.	E.E. (E/M)	S.E. (E/M)	3.082
3	1 st July	Statement showing details of grants and expenditure on establishment by units of appropriation with explanation for difference between the original budget provisions, the final grants and actual expenditure of the last financial year.	S.E.	C.E.	4.107
4	10 th July	Check measurement books along with form printed as Appendix 4.11.	S.D.O.	E.E.	4.107

5	10 th July	Statement showing details of grants and expenditure on establishment by units of appropriation with explanation for difference between the original budget provisions, the final grants and actual expenditure of the last financial year.	C.E.	E.-in-C.	4.156
6	15 th July	Programme of utilisation of rated machines and other machines for the work to be done during the coming working season.	C.E. In-charge of the work	C.E (E/M)	5.016
7	15 th July	Performance of the head works in Appendix 8.03 after analysis of the records submitted by E.Es.	S.E.	C.E.	8.014 (c)
8	15 th July	Certificate of examination of record check of boundaries of Govt. land of all S.Os. and receipt of report from them.	S.D.O.	E.E.	9.052 (iv) (ii)
9	20 th July	A list of works falling under the Sub-Head “Stationery and Printing” on which grants for minor works are spent in districts of Sehore, Indore, Rewa, Gwalior and Durg (in Appendix 4.21).	Collector	Govt.	4.157
10	20 th July	A list of works on which grants for minor	Commissioner.	Govt.	4.157

		works are spent in Appendix 4.21.		H.O.D.		
11	31 st July	Application for appearing in Superior Clerkship Examination.	Candidate	Head of Office	Appendix 1.20	

Appendix 9.28 – H

Dates on which various returns are due. Month – August

(Note :- The statement is not exhaustive and additions should be made where necessary.)

S.No.	Due date	Subject	From	To	Authority para. No.of Vol.-I
(1)	(2)	(3)	(4)	(5)	(6)
1	10 th August	Statement showing the additions or alterations made to public buildings and structures during the preceding financial year-in form as per Appendix 3.10	E.E.	S.E./C.E./E-in-C./ A.G.	3.069
2	10 th August	Annual administration Report mentioning the dates of inspection of Division Offices.	S.E.	C.E.	4.115
3	20 th August	Recommendations on application of candidate for superior clerkship examination.	S.E./C.E.	E.-in-C.	Appendix 1.20

Appendix 9.28 – I**Dates on which various returns are due. Month – September**

(Note :- The statement is not exhaustive and additions should be made where necessary.)

S.No.	Due date	Subject	From	To	Authority para. No.of Vol.-I
(1)	(2)	(3)	(4)	(5)	(6)
1	1 st September	The budget estimates for the next year and revised budget estimates for the current year.	E.E.	S.E.	4.129
2	10 th September	The budget estimate for the next year and revised budget estimates for the current year.	S.E.	C.E.	4.129
3	15 th September	Proposals or orders for the deployment of machines every year.	C.E. (E/M)	E.-in-C.	5.017
4	20 th September	The budget estimate for the next year and revised budget estimates for the current year.	C.E.	E.-in-C.	4.129

Appendix 9.28 – J

Dates on which various returns are due. Month – October

(Note :- The statement is not exhaustive and additions should be made where necessary.)

S.No.	Due date	Subject	From	To	Authority para. No.of Vol.-I
(1)	(2)	(3)	(4)	(5)	(6)
1	1 st October	The budget estimates for the next year and revised budget estimate for the current year.	E.-in-C.	Govt.	4.129
2	15 th October	The budget estimates for the next year and revised budget estimate for the current year.	Govt. in W.D.	F.D.	4.129

Appendix 9.28 – K**Dates on which various returns are due. Month – December****(Note :-** The statement is not exhaustive and additions should be made where necessary.)

S.No.	Due date	Subject	From	To	Authority para. No.of Vol.-I
(1)	(2)	(3)	(4)	(5)	(6)
1	1 st December	Half-yearly inspection report of bridges and culverts after signing certificate No.3 of Appendix 2.08.	E.E.	S.E.	2.072
2	15 th December	Half-yearly inspection report of bridges and culverts (for the post monsoon) on the forms in Appendix 2.08 and 2.09.	Sub - Engineer S.O.	S.D.O.	2.069
3	31 st December	The annual repairs estimate for repairs to roads for next financial year.	S.D.O.	E.E.	2.054 (1)
4.	31 st December	Reports on the condition of building / structures costing above Rs.5,00,000 requiring special repairs beyond the competence of sanction of E.E. submitted in form given as Appendix 3.08.	E.E.	S.E.	3.065