

# Municipal Corporation Shimla

## Item Rate Tender and Contract for Works General Rules and Direction For the Guidance of Contractors

1. All works proposed of execution by contract shall be notified in the form of an invitation tender posted on a board hung up in the office of and signed by, the Municipal Engineer.

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

2. In the event of the tender being submitted by a firm, it shall be signed separately by each member thereof, or in the event of the absence of any partner it shall be signed on his behalf by a person holding a power of attorney authorising him to do so.

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

4. Any person who submits a tender shall fill up the usual printed form stating at how much per cent above or below the rates specified in the notice calling for tenders he is willing to undertake the work. Only one rate of percentage more or less on all the estimated rates/scheduled rates shall be named; tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, shall be liable to rejection, no single tender shall include more than one work but contractors who wish to tender for more works shall submit a separate tender for each; tenders shall have the name and number of the work to which they refer written outside the envelope.

5. The municipal Engineer or his duly authorised Assistant will open tenders in the presence of any intending contractors who may be present at the time, and shall enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of tender being accepted a receipt for the earnest money, forward therewith, shall thereupon be given to the contractor who shall thereupon, for the purpose of identification, sign copies of the specification and other documents mentioned in the notice calling for tenders. In the event of a tender being rejected, the earnest-money forwarded with such unaccepted tender shall thereupon be returned to the contractor making the same.

6. The Municipal Engineer shall have the right of rejecting all or any of the tender.

7. The receipt of an accountant or clerk for any money paid by the contractor shall not be considered as any acknowledgement of payment to the Municipal Engineer and the contractor shall be responsible for seeing that he procures a receipt signed by the Municipal Engineer.

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

## TENDER FOR WORKS

I/we hereby tender for the execution for the Municipal Committee/Corporation of ..... of the work specified in the under-written memorandum within the time specified in such memorandum at ..... per cent (in figure as well as in words) below/above the rates entered in the estimate/schedule of rates mentioned in rule-1, and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in the notice calling for tenders and in clause 11 of the annexed conditions, and with such materials as are provided for by, and in all other respects in accordance with, such conditions so far as applicable.

### MEMORANDUM

(a) If several sub-works are included they should be detailed in separate list

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

Should this tender be accepted I/We hereby agree to abide by and fulfil all the terms and provisions of, the said conditions of contract annexed hereto so far as applicable, or in default thereof to forfeit and pay to the Municipal Committee/Corporation or its successors the sums of money mentioned in the said conditions. The sums of Rs.....(Give particulars and numbers) is herewith forwarded in currency notes as earnest money, the full value of which is to be absolutely forfeited to the said Municipal Committee/Corporation or its successors in office, without prejudice to any other rights or remedies of the said successors in office, should I/We feel to commence the work specified in the above memorandum; or (a) should I/we not deposit the full amount of security deposit specified in the above memorandum in accordance with clause I (A) of the said conditions of contract, otherwise the said sum of Rs.....shall be retained by the Municipal Committee/Corporation as on account of such security deposit as aforesaid or (b) the full value of which shall be which shall be retained by the Municipal Committee/Corporation on account of the security deposit specified in clause I (B) of the conditions of contract.

\*Dated the .....day of .....20

†Witness.....

Address.....

Occupation.....

(a) Strike out (a) if no cash security deposit is to be taken.

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

\*Signature of the contractor before submission of tender.

†Signature of witness to contractor's signature.

This tender is hereby accepted by me on behalf of the Municipal Committee/Corporation of .....

Dated the .....20

@ .....

@ Signature of the officer by whom accepted.

### CONDITIONS OF CONTRACT

**Clause I. Security deposit.**—The person/person whose tender may be accepted (hereinafter called the contractors) shall (A) within ten days of receipt by him of the notification of the acceptance of his tender, deposit it with the Municipal engineer in cash or government securities endorsed to the Municipal Engineer (if deposited for more than twelve months) a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposited specified in the tender, or (B) permit the Municipal Committee at

the time of making any payment to him for work done under the contract to deduct such sum as will (with the earnest money deposited by him) amount to ten per cent of all moneys so payable such deductions to be held by the Municipal Committee by way of security deposit. All compensation or other sums of money payable by the contractor to the Municipal Committee under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising there from, or from any sums which may be due, or may become due to contractor by the Municipal Committee on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid the contractor shall within ten days thereafter, make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit, or any part thereof.

**Clause 2. Compensation for delay.**—The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor, and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be of the essence of the contract on the part of contractor), and the contractor shall pay as compensation an amount equal to one per cent, or such smaller amount as the Municipal Committee/Corporation (whose decision in writing shall be final) may decide, the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncommenced, or unfinished after the proper dates. And further to ensure good progress during the execution of the work, the contractor shall be bound in all cases which the time allowed for any work exceeds one month, to complete one-fourth of the whole of the work before one-fourth of the whole time allowed under the contract has elapsed; one-half of the work, before one-half of such time has elapsed; and three-fourth of the work, before three-fourth of such time has elapsed. In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one per cent or such smaller amount as the Municipal Committee/Corporation (whose decision in writing shall be final) may decided on the said estimated cost of the whole work for every day that the due quantity of work remains incomplete. Provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed ten per cent on the estimated cost of the work as shown in the tender.

**Clause 3. Action when whole of security deposit is forfeited.**—In any case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposited whether paid in one sum or deducted by instalments the Municipals Engineer on behalf of the Municipal Committee, shall be power to adopt any of the following courses as he may deem best suited to the interests of the Committee:—

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

*Contractor remains liable to pay compensation if action not under Clause 3.*—In the event of any of the above courses being adopted by the Municipal Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to, the execution of the work or the performance of the contract; and (in case the contract is rescinded under the provision aforesaid the contractor shall not be entitled to recover or be paid any sum for any work there for actually performed under this contract unless and unless and until the Municipal Engineer shall have certified in writing the performance of such work and the value payable in respect thereof, and the contractor shall only be entitled to be paid value so certified.

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

**Clause 5. Extension of time.**—If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution on any other ground, he shall apply in writing to the Municipal Engineer within thirty days from the date of the hindrance on account of which he desires such extension aforesaid, and the Municipal Engineer shall, if in his opinion (which shall be final), reasonable grounds be shown therefore, authorise such extension of time if any, as may, in his opinion be necessary or proper.

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

**Clause 7. Payments on intermediate certificates to be regarded as advances.**—No payments shall be made for works estimated to cost less than one thousand rupees till after the whole of the works shall have been completed and a certificate of completion given. But in

the case of works estimated to cost more than one thousand rupees the contractor shall on submitting the bill therefor, be entitled to receive a monthly certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor.

But all such intermediate payments shall be regarded as payments by way of advance against the final payment only, and not as payments for work actual done and completed, and shall not preclude the requiring of bad, unsound and imperfect or unskilful work to be removed and taken away and reconstructed, or re-erected, or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall it conclude, determine or affect in any way the powers of the Municipal Engineer under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way very or affect the contract. The final bill shall be submitted by the contractor within one month from the date fixed for completion of the work, otherwise the Municipal Engineer's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

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

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

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

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

make, or cause to be made copies of the specifications and of all such designs, drawings and instructions as aforesaid.

**Clause 12.** *Alterations in specifications and designs do not invalidate contracts.*—The Municipal Engineer shall have power to make any alterations in, omissions from, additions to, or substitutions for the original specifications, drawings, designs, and instructions, that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Municipal Engineer and such alterations, omissions, additions or substitution shall not invalidate the contract, and any altered; additional or substituted work of which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work; and at the same rates as are specified in the tender for the main work.

*Extensions of time in consequence of alterations.*—The time for the completion of work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work, and the certificate of the Municipal Engineer shall be conclusive as to such proportion; and if the altered, additional or substituted work includes any class of work for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the schedule of rates of the Municipality; subject to the same percentage above or below as for the item included in the contract; and if such class of work is not entered in the schedule of rates of the Municipality then the contractor shall, within seven days of the date of his receipt of the order to carry out the work, inform the Municipal Engineer of the rate which it is in his intention to charge for such class of work, and if the Municipal Engineer does not agree to this rate he shall, by notice in writing be at liberty to cancel his order to carry out such class of work, and arrange to carry it out in such manner as he may consider advisable; provided always that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore mentioned then and in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate aforesaid according to such rate or rates as shall be fixed by the Municipal Engineer. In the event of dispute, the decision of the Deputy Commissioner of the district shall be final.

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

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

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

**Clause 16.** *Notice to be given before work is covered up.*—The contractor shall give not less than five days notice in writing to the Municipal Engineer or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured, and correct dimensions thereof be taken before the same is covered up placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Municipal Engineer or his subordinate in charge of the work, and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense or, in default thereof, no payment or allowance shall be made for such work or the materials with the same was executed.

**Clause 17.** *Contractor liable for damage done, and for imperfection for 6 months after certificate.*—If the contractor or his work-people or servants shall break, deface, injure or destroy any part of a building in which they may be working, or any building, road, fence, enclosure or grass land or cultivated ground contiguous to the premises on which the work, or any part or if, is being to be executed, or if any damage shall happen to the work while in progress from any cause whatever or any imperfections become apparent in it within six months after a certificate final or other of its completion shall have been given by the Municipal Engineer as aforesaid, the contractor shall make same good at his own expense, or in default, the Municipal Engineer may cause the same to be made good by other workmen, and deduct the expense of which the certificate (or the Municipal Engineer shall be final) from any sums that may be then, or at any time thereafter may be then, or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

**Clause 18.** *Contractor to supply plant, ladder, scaffolding etc.*—The contractor shall supply at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Municipal Engineer's stores), plant, tools appliances, implements ladders, cordage, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work, whether original, altered or substituted, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirement of the Municipal Engineer as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require, together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with means and materials necessary for the purpose of settings out works, and counting weighting and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Municipal Engineer at the expense of the contractor, and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

*And is liable for damages arising from non-provision of lights, fencing etc.*—The contractor shall also provide all necessary fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of these precautions, and to pay any damages and cost which may be awarded in any such suit, action or proceeding to any such person or which may, with the consent of the contractor, be paid to compromise any claim by any such person.

**Clause 19.** *Work on Sundays.*—No work shall be done on Sundays without the sanction in writing of the Municipal Engineer.

**Clause 20.** *Work not to be sublet. Contract may be rescinded and security deposit forfeited for subletting, bribing or if contractor becomes insolvent.*—The contract shall not be assigned or sublet without the written approval of the Municipal Engineer, and if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent, or commence any insolvency proceedings, or make any composition with his creditors or attempt so to do, if any bribe, gratuity, gifts, loans, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given promised or offered by the contractor, or any of his servants or agent to any officer or person in the employ of the committee in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Municipal Engineer may thereupon by notice in writing rescind the contract and security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of the Committee, and the same consequences shall ensue as if the contract had been rescinded under clause 3 thereof; and in addition, the contractor shall in addition, the contractor shall not be entitled to recover or be paid for any work therefor actually performed under the contract.

**Clause 21.** *Sum payable by way of compensation to be considered as reasonable compensation without reference to actual case.*—All sums payable by way of the compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the committee without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

**Clause 22.** *Charges in constitution.*—In the case of a tender by partners, any charge in the constitution of the firm shall be forthwith notified by the contractor to the Municipal Engineer for his information.

**Clause 23.** *Works to be under direction of Municipal Engineer.*—All works to be executed under the contract shall be executed under the direction, and subject to the approval in all respects, of the Municipal Engineer for the time being, who shall be entitled to direct at what point or points, and in what manner, they are to be commenced and from time to time carried on.

**Clause 24.** *Claims for payment of an extraordinary nature.*—No claim for payment of an extraordinary nature such claims for a bonus, for extra labour employed in completing the work before the expiry of the contractual period at the request of the Engineer-in-charge or claims for compensation where work has been temporarily brought to a stand still through no fault of the contractor, shall be allowed unless and to the extent that the same shall have been expressly sanctioned by the Municipal Committee/Corporation.

**Clause 25.** *Arbitration clause.*—If any question, difference or objection whatsoever shall arise in any way connected with or arising out of this instruments or the meaning or operation of any part therefore or the right, duties or liabilities of either party, then save in so far as the decision of any such matter is hereinbefore provided for and has been so decided, every such matter including whether its decision has been otherwise provided for and/or whether it has been finally decided accordingly or whether the contract should be terminated on, has been rightly terminated and as regards the rights and obligations the parties as the result of such termination shall be referred for arbitration to the Superintending Engineer of the Circle of the buildings and road branch of the Public Works Department concerned for the time being and his decision shall be final and binding and where the matter involves a claim for or the payment or recovery or deduction of money, only the amount if any, awarded in such arbitration shall be recoverable in respect of the matter so referred.

**Clause 26.** *Stores of European or American manufacture to be obtained from Municipal Engineer.*—The contractor shall obtain from the stores of the Municipal Engineer all stores and articles of European or American manufacture which may be required for the work, or any part thereof, or in making up articles required therefore, or in connection therewith unless he has obtained permission on writing from the Municipal Engineer to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Municipal Engineer shall be debited to the contractor in his accounts at the rates shown in the schedule attached to the contract, and, if they are not entered in the schedule, they shall be debited at cost price, which for the purpose of this contract shall include the cost of carriage

and all other expenses whatsoever which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

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

**Clause 28. Action where no specification.**—In the case of any class of work for which there is no such specification as is mentioned in the notice calling for tenders, such work shall be carried out in accordance with the municipal specification, and in the event of there being no municipal specification, then in such case the work shall be carried out in all respects in accordance with the instruction and requirements of the Municipal Engineer.

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

**Clause 30.**—The Municipal Engineer shall not exercise any power conferred upon him by these conditions as against the contractor, except with the approval of the authority which accepted the tender, or permanent, and whether original altered substituted or additional.

**Clause 31.**—The terms and conditions of the agreement have been explained to me/us and I/we certify that I/we clearly understand them.

