

MUNICIPAL CORPORATION, LUDHIANA

(Form M.W.4)

Rule XIII(2)

TRUST/MUNICIPALITY

PERCENTAGE RATE TENDER AND CONTRACT FOR WORK

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE FOR CONTRACTORS

1. All work proposed for execution by contract will be notified in a form of invitation to tender posted on board hung in the office of and signed by the Trust/Municipal Engineer.

2. This form will state the work to be carried out as well as date 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 or the security deposits to be deposited by successful tenderer, and the percentage if any, to be deducted from bills/Copies of the specifications, designs and drawing and estimated rates/Schedule rate and any other documents required in connections with the work signed for the purpose of identification by the Trust/Municipal Engineer shall also be open for inspection by the contractor at the office of the Trust/Municipal Engineer during office hours.

In the event of the tender being submitted by a firm is 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 the person holding a power of attorney authorising to do so.

3. Receipts for payment made on account of work executed by a firm shall also be signed by a servant/partners except the contractors are described in their tender as a firm in which case the receipts shall be signed in the same of the firm by one of the partners or by some other persons having authority to give effectual receipts for firm.

4. Any person who submits a tender shall fill up the usual printed form, stating as how much percent above or below the rates specified in Rules he is willing to undertake the work Only one rate of percentage more or less on all the Schedule Rates/estimated rates shall be named Tenders which propose any alternation in the work Specified in the said form of invitation to tender or in the time allowed from carrying one the work or which contain any other conditions any short will be liable to rejection. No single tender shall include more than one work but contractors who wish to tender for two or more works submit a separate tender for each Tender shall have the name and number of the work which they refer written outside the envelope.

5. The Trust/Municipal Engineer or his duly authorised assistant will open tender in the presence of any intending contractors or their authorised agent who may be present at the time and will enter the amount of the several tenders in the comparative statement in a suitable form. In the event of a tender being accepted receipt for the earnest money forwarded to therewith shall these upon be given to the contractors who shall there upon for the purpose for identification sign copies of the specifications and other documents mentioned in the notice calling for tenders in the event of a tenders being rejected on the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor making the same.

6. The Trust/Municipal Engineer shall have right of rejection all or any of the tender.

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

8. The memorandum of work tendered for and the memorandum of materials to be supplied the Trust Work department and their issue rates shall be filled in and completed in the office of the Trust/Muni. Engineer before the tender form is issued if a form is issued to an intending tender without having been so filled in and completed the tendered shall request the office to have this done before he completes and submits his tender.

Tender for Works

In figures as well as in words

I/We hereby tender for the execution for the Trust/Municipality of _____ the work specified in the underwritten memorandum with the time specified in memorandum at _____ percent below /above the rate entered in the estimate/ Schedule of rate mentioned in Rule 1 and in accordance in all respect with the specification designs drawing in instruction in writing referred to in the notice calling for tenders and in clause II of the annexed conditions and

MEMORANDUM

a) If several sub-works are included they should be detailed in a separate list	(a) General Description				
	(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 Percent)	.....	.....	.....	Rs.
	(f) Time allowed for the work from date of written order to commence in _____ month _____				

Give particulars admn

Should his tender be accepted I/We hereby agree to abide by and fulfill all the terms and provision of the said conditions of contract annexed hereto, so far applicable or in default thereof to forfeit and pay to the Trust/Municipal Engineer of its successors the sum of money mentioned in the said conditions, The sum of Rs. _____ is herewith forwarded in currency notes as an earnest money the full value of which is to be absolutely forfeited to the said Municipal/Trust or its successors in office without prejudice to any other rights or remedies or the aid Trust/Muni. or its successors should I/We not deposit the full amount of security deposit specified in the above the said sum of Rs. _____ shall be retained by the Trust/Municipality as on account of such security deposit as aforesaid of (b) the full value of which shall be retained by the Trust/Municipality on account of the security in clause 1(B) of the said conditions of contract.

Dated the _____ day of _____ 199

Witness
Address
Occupation

The tender's hereby accepted by me on behalf of the Trust/Municipality of _____ date of _____

CONDITIONS OF CONTRACT

Security deposited

Clause 1 - The person who see tender may be accepted (hereinafter called the contractors) shall (An within ten days of the receipt by him the notification of the securities endorsed to the Trust/Municipal Engineer, if deposited for more than twelve months to sum up the full security deposit specified in the tenders or (b) parit the Municipality.Trust at the time of making any payment to him or work done and the contractor of deduct such sum as will (with the earnest money deposited by him) amount of ten per cent of all moneys so payable, such deductions to be held by Municipality/Trust by way of security deposit. All compensation or other sums of money payable by contractor to the Municipality./Trust 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 done or may become due to the contractor by the Municipality/Trust any amount whatsoever and in the event of his security deposit being reduced by reason of any such deduction of sale as aforesaid the contractors shall within ten days hereafter make good in cash or Government security endorsed as aforesaid any sum of sums which may have been deducted from or arised by said of his security deposit or any part thereof.

Compensation for delay

Clause 2 - The time allowed of carrying out work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order commence work is given to the contractor. The work shall through out the stipulated period of the contract to be proceeded with all due diligence (time being deemed to be the assence an amount equal to one per cent of such smaller amount as the Municipality/Trust (Whose decision in writing shall be finally may be decide, the amount of the estimated cost of whole work as shown be the tender for every day that the work remains uncommenced of finished after the proper dates. And further to ensure good progress during the execution of the work the contractor shall be bound in all case in which the time allowed for any work exceeds one month of complete one fourth of the whicle of the work before one fourth of the whoke time allowed under the contract has elapsed one half of the work before one half of such time has elapsed and three month of the work before three fourth of such time has elapsed. In the event of the contractor failing to complete the work within the time allowed for any work exceeds one month of complete one fourth of the whicle of the work before one fourth of the whoke time allowed under the contract has elapsed one half of the work before one half of such time has elapsed and three month of the work before three fourth of such time has elapsed. In the event of the contractor failing to complete the work within the time allowed for any work exceeds one month of complete one fourth of the whicle of the work before one fourth of the whoke time allowed under the contract has elapsed one half of the work before one half of such time has elapsed and three month of the work before three fourth of such time has elapsed.

condition he shall be liable to pay as compensation an amount equal to one percent or smaller amount as the Municipality./Trust (Whose decision in writing shall be final) may decide on the said estimated cost of the whole work for everyday that the 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 10% on the estimated cost of the work as shown in the tender.

Clause 3 – In any case in which under any clause or clauses of this contract the contractor shall have rendered himself to pay any compensation amounting to the whole of his security deposite whether paid in one or deducted by instalment the Trust/Municipal Engineer on behalf of the Trust/Municipal shall have power to adopt any of the following courses as he may deem best suited to the interest of Trust/Municipality.

Action when whole of security deposite is forfeited.

- (a) To resistent the contract of which recission notice in writing to the contractor under the hand of the Municipal/Trust Engineer shall be conclusive evidence and in which case security deposite of the contractor shall stand forfeited, and be absolutely at the disposal of the Trust/Municipal Committee.
- (b) To employ labour paid by the Trust/Municipal Work department to supply materials to carry out the work of any part of the work debiting the contract with the best of the labour and the price of the materials as to the amount of which cost and price a certificate of the Trust/Municipal Engineer shall be final and conclusive against the contractor & creditine him with the value be of the work done in all respects in the same rates as if it had been carried out by the contractors under the terms of the contract the certificate of the Trust/Municipal Engineer as to the value of the work done shall be final and conclusive against the contractor.
- (c) To measure up the work of the contractor and to take such prt therefore as shall be unexecuted out of his hands, and to give it to other contractor to complete in which case any expenses which may be incured an excess to 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 to the Municipal/Trust Engineer shall be final and conclusive) shall be borne and paid by original contract and may be deducted from any security deposit or the proceeds of the said thereof or sufficient part thereof.
- (d) In the event of the above courses being adopted by the Municipal/Trust Engineer the contractor shall have no claim to compensation for any loss sustained by him by reason of having purchased or procured any materials or entered into any engagement or made any advance on amount of or with a view to the execution of the work or the performance of the contract. And the case the contract is resideden under the provision aforesaid the contractor shall not be entitled to receive or be paid any sum for any work therefore actually performed under this contract unless & until the Municipal?Trust Engineer will have certified in writing the performance of such work and the value payable in respect thereof and the contractor shall only been titled to be paid value so certified.

Contractor responsible to pay compensation if action taken under Clause 3.

Clause 4 – In any case in which any of the powers conferred upon the Trust/Municipal Engineer by clause 3 hereof have become exerciseable and the event of any future case of non-exercise the contractor for which by any clause or clause thereof is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for pas future compensation shall remain unaffected. In the event of the Trust/Municipal Engineer putting in force either of the powers (a) or (c) vested in him under the proceeding clause he may, if he so desire take possession of all or any tools plant materials and store in of upon the work or the site thereof belonging to the contractor procured by him and intended to be used or the execution of the work or any there of paying or allowing for the account at the contract rates or in case of these not being applicable at current market rates to be certified by the Municipal/Trust Engineer whose certificate thereof shall final otherwise the Municipal/Trust Engineer may be noticed in writing the contractor or him clerk or the work foreman or other authorised agent require him to remove such tools plants materials or stores from the premises within a time to be specified in such notice in the event of the contractor failing to company with any such requisition. The Municipality/Trust Engineer may remove them at the contractor expenses for sell them by auction or privates on account of contractor and his risk in all respects and the certificate of the Municipal/Trust Engineer as to the helpness of any such removal and the amount of the same shall be conclusive against the contractor.

Power take concession of a require removal or sell contractor plant.

Clause 5 – 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 or on any other ground, he shall apply in writing to the Trust/Municipal Engineer within 20 days of the date of the hindrance on the ground of which he desires such extension as aforesaid and the Trust/Municipal Engineer shall if in his opinion (which shall be final) reasonable ground be shown therefore authorise such extension of time, if any, as may, in opinion, be necessary or proper.

Extension of time.

Clause 6 – On completion of the work, the contractor shall be furnished with a certificate by the Municipal/Trust Engineer of such completion but no such certificate shall be considered by complete until the contractor shall have removed from the premises on which the work has been executed all scaffolding, surplus materials and rubbish and cleaned off the dirt from all wood works, doors, windows, walls, floors or other parts of any building upon or about which the work is to be executed or of which he may have had possession for the purpose of the execution of there or until the work shall have been measured by the Engineer Incharge whose measurements shall be binding and conclusive against the contractor if the contractor shall fail to comply with the requirements of his clause as to removal of scaffolding surplus materials and rubbish and cleaning off dirt on or before the date fixed for the completion of the work the Engineer-in-Incharge may at the expenses of the contractor remove such scaffolding surplus materials and rubbish and dispose of the same as he think fit clean of such dirt as aforesaid and the contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

Final Certificate.

Clause 7 – No payment shall be paid for works estimate to cost less than rupees one thousand, till after whole of the works shall have been completed and to certificate of completion given but in the case of works estimates to cost more than rupees one thousand the contractor shall on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part there the then approved and passed by the Engineer-in-Incharge whose certificate of such approved and passing of the sum to payable shall be final and conclusive against the contractor. But all such intermediate payment shall be regarded as payment of works actual done and completed and shall not produce the repairing bad unsound imperfect of unskilful work to be removed and taken away and reconstructed or re-erected or be considered as and admission of the due performance of contractor or any part thereof in any respect or the occurring of any claim nor shall in conclude determine or effect in any way the powers of Engineer- in-charge under these conditions or any of them as to the final settlement and adjustment of the account or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work otherwise the Engineer-incharge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

Payment of intermediate certificates to be regarded as advance.

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

Bills to be submitted monthly.

Clause 9 – The contractor shall submit all bills on the printed form to be had on application at the office of the Engineer- incharge and the charges in the bills shall always be entered at the rate specified in the tender or in the case of any extra work ordered in the pursuance of these conditions and not mentioned or provided for in the tender at the rate hereunder provided for such work.

Bills to be on printed forms.

Clause 10 – If the specification of estimates of the work provides for the use of any special description of materials to be supplied from the Engineer-incharge store or if it is required that the contractor shall use certain store to be provided by Engineer-incharge such material and stores and the price to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor but not to in any way to control the meaning or effect of this contract specified in the schedule of memorandum here to 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

Stores supplied by Trust/Municipal Corporation.

in Government security the same or a sufficient portion thereof being in the case sold for the purpose. All materials supplied to the contractor shall remain the property of the trust/Municipality & shall not on account be removed for the site of the work shall at all time be open to inspection by the Engineer-incharge. 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 Stores Supplied by Trust/Municipal Corporation. Engineer-incharge's store it 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 not been compensation on account of any such materials so supplied to him as aforesaid being unused by him or for any wastage in or damage to any such materials.

Clause 11 -- The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials otherwise in every inspect in strict accordance with the specification. The contractor shall also confirm exactly fully any faithfully to the designs, drawing and instruction in writing relation to the work signed by the Engineer-incharge 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 purpose inspection during office hours and the contract or shall if he so required be entitled at his own expense to make or cause to be made copies of the specifications and of all such designs, drawing and instructions as aforesaid.

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

Clause 12 -- The Engineer-incharge shall have power to make any alteration in commission forms additions to or substitution for the specification drawings, designs and instruction that may appear to him to necessary as advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-Incharge and such alterations commission additions or submissions shall not invalidate the contract and any altered, additional or submissions work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same condition in all respect on which he agreed to do the main work and at the same rate as are specified in the tendr for the main work. The time for the completion of the work shall be entered in the proportion that the altered additional or substitute work includes any class of work for which no rates entered in the contract then such class of works shall be carried out at the rates entered in the schedule of rates of the Trust/subject to the same percent above or below as for the items included in the contract and if such class of work shall be entered in the schedule of rates of the Trust/then contractor shall within 7 days of the date of his receipts of the order to carry out work inform the Engineer incharge of the rates which in is his intention to charge of such class of work and in the Engineer incharge 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 in 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 justy hereinbefore mentioned then and in such case be shall only be entitled to be paid in respect of the work carried to expenditure incurred by him prior to the date of determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-incharge in the event of a dispute decision of the deputy Commissioner of the District shall be final.

Iteration in specification and design do not invalidate contracts Extension of time in consequence of alteration.

Rate for works not in estimate or schedule of rate of the Trust/ municipal corporation.

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

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

Clause 14 -- If it shall appear to the Engineer-incharge his subordinate incharge of the works that any work has been executed with unsound imperfect or unskilful workmanship or with materials of any inferior description or that any materials of articles provided by him for the execution on of the work are unsound, or of a quality inferior that contracted for otherwise not in accordance with the contract the contractor shall on demand in writing from the Engineer-incharge specifying the work materials or articles complained of not with standing that the same may have been inadvertantly passed certified and paid for forthwith rectify or remove and contract the work so specified in whole or in part as the case may require or as the case may be remove the materials or articles so specified and provided 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 period to be specified by Engineer-incharge in demand aforesaid then the contractor shall

Action and compensation payable in case of bad work.

Clause 15 -- All under work under or in curie of execution or purpose of the on contract shall all terms be open to the inspection and supervision of the Engineer-incharge and his subordinates and the contractor shall at all time during the used working house and at all other times at which reasonable notice of the intention of engineer-incharge or his subordinate to visit the works shall have been given to contractor either himself be present to receive orders and instructions or have a responsible agent duly accredited on writing present for that purpose. Order given to contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

Work to open to inspection.

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

Contract or responsible Agent to be present.

Clause 17 -- If the contractor or his work people or servants shall break deface, injure or destroy any part of building in which they may be working and building read fence enclosure or grass land or cultivate ground contigues to the premises on no which the work or any part of it is being executed or if any damage shall happen to the works while in progress from any case whatever or any imperfection become apparent in it within six months after a certificate final or other of its completion shall have been given by the Engineer-incharge as aforesaid the contractor shall take to be made good by other workmen or in default the expenses (of which the certificate of the Engineer-incharge shall be final) from any sums that may be then or at any time thereafter may become due to the contractor from his security deposit of the proceeds or the sale thereof a sufficient portion thereof.

Notice to be given before work is covered up.

Contractor liable for damage done and for imperfections for 6 months after certificate.

Clause 18 -- The Contractor shall supply at his own cost material (except such special materials, if any in may are or can the which the contract the supplies from the Engineer-incharge's store (plant tools appliance implements ladders cardages tackle scaffoldings and temporary work requisite or proper for the proper execution of the work documents forming part of the contract or referred to in those conditions or not for which may be necessary for the purpose of satisfying on complying which the requirements of the Engineer-incharge as to any matter as to which under those conditions be entitled to be satisfied, or which he is entitled to required together with carriage therefore to and from work. The contractor shall also supply without charge the requisite number of person with the means and materials necessary for the purpose of sending out works and counting weighing assisting in the measurement or examination at any time and from time to time of the work of materials. Failing his so doing the same may be provided by the Engineer-incharge at the purpose of the contractor and the expenses may be deducted from any money due to contractor under the contractor or from is security proceeds or proceed of there of or of a sufficient portion thereof. The contractor shall also provide all necessary fencing and light required to protect the public from accident and shall be bound to bear the expenses of or defence of every suit action or either proceedings at law that may be brought by any person for injury sustained owing to neglect of the above proceedings and to pay a way damage and costs which may be awarded by any such suit action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

Contractor to supply Plant ladders, scaffolding etc.

and is liable for damage arising from non-provision of lights, fencing etc.

Clause 19 -- No works shall be done on Sunday without the writing of the Engineer-incharge.

Work on Sunday

Clause 20 -- The contractor shall not be assigned or suble without the written approval of the Trust/Municipal Engineer. And if the contractor shall assign subject his contract or attempt so to do or become insolvent or commence any insolvency proceedings to make any composition which his creditors to attempt to do or if any bribe gratuit gift loan perquisite reward or ad vantage or otherwise shall either directly or indirectly be given, promised or offered by the contractor on any of his servants or to any office or person in the employee of the Trust/Municipality in any way relating to his office or employment or if any such office or person shall become in any way directly or indirectly increased in the contract the Trust/Municipal Engineer may their upon by notice in writing recind contract the security deposit of the contractor

Work not to be sublet:

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

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

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

Clause 22 -- In a case of a tender by partner any change in the constitution of the firm shall be forthwith noticed by contractor to the Engineer-incharge for his information.

Change in constitution of the firm.

Clause 23 -- All works to be executed under the contract shall be executed under the direction and subject to the approval in the respects to the Trust/Municipal Engineer for time being who shall be entitled to direct at what point to point and what manner they are to be commenced and from time carried on.

Works to be under discretion of Municipal/Trust Engineer.

Clause 23A -- No claims for payment of an extraordinary nature such as claims, a bonus for extra labour employed in completing the work before the expiry of the contractor period at the request of the Engineer-incharge or claimed or compensation where work has been temporarily brought to a stand still through no fault on the contractor shall be allowed unless and to the extent the same shall have been expressly sanctioned by the improvements Trusts/Municipality.

Claims for payment as extraordinary nature to be referred to Trust/Municipal Engineer

Clause 24 -- If any question, difference or objection whatsoever shall arise in any way connected with or arising out of this instrument or the meaning or operation of any part have or right duties or liabilities or either party then save in so far as the decision of any such matter being before provided for and wheher it has been finally decided accordingly or whether the contract should be terminated or has been rightly and as regards the right and obligation or the parties as the results of such terminated shall be referred for arbitration to the Superintending Engineer of these circle of Building and Roads Branch of the Public Works Department concerned for the time being and his decision shall be final and binding and where the matter involves as claims or for the payment of recovery or deduction of money, only the amount if any awarded in such arbitration shall be recoverable in respect of matter so referred.

Decision of Supterintending Engineer be final.

Clause 25 -- The contractor shall obtain from the stores of the Engineer-incharge all stores and articles of European or American manufacturers which may be required the work if any part thereof or in making up article required therefore or in connection therewith unless he has obtained, permission in writing from the Engineer-incharge to obtain such style and articles elsewhere. The value of such stores and articles at may be supplied to the contractor by the Engineering-incharge will be debited to the contractor in his account that the rates shown in the schedule attached to the contract and if they are not entered in the schedule they will be debited at cost price which for purpose of this contract shall include the cost, carriage and all other expenses whatsoever which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

Stores of European or American manufacturers to be obtained from Trust/Municipal Engineer.

Clause 26 -- When the estimate on which a tender is made includes lumpsum in respect of part of the work, the contractor shall be entitled to payment in respect of the item of work invelop or then part of the work in question is the same rates are payable under this contract for such items, or if the part of the work in question is not in the opinion of the Engineer in charge capable of measurement of the Engineer in charge may at his direction pay the lumpsum amount entered in the estimate, and the certificate in witing of the Engineer-incharge shall be final and conclusive against the contractor in regard to any sum or sums payable to him under provisions of the clause.

Lumpsum estimates.

Clause 27 -- In the case any class of the work for within there is no such specification as is mentioned in the notice calling tender such work shall be carried out in accordance with the trust/Municipality specification and in the extent of those being no Trust/Municipality specifications in than in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-incharge.

Action where no specifications

Clause 28 -- The expoetsion work or works used in those conditions shall unless there the something either in the subjects or context repugnant to such construction be construct and taken to mean the work by or virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substitutes or additions.

Definition of work.

Clause 29 -- The Trust/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

Schedule showing (approximately) materials to be supplied from the Municipality/Trust Work Department Stores work contracted to be executed and the rate of which they to charged for.

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

Note : The person or firm submitted the tender should see that the rates in this schedule are filled up by the Municipal/Trust Engineer on the issue of the for prior to the submission of tender.