

CONDITIONS OF CONTRACT

FOR TAPANUI BRANCH RAILWAY (FORMATION, PERMANENT-WAY, BUILDINGS, ETC.),
WAITAKI-INVERCARGILL RAILWAY.

GENERAL CONDITIONS.

INTERPRETATION CLAUSE.

1. In these conditions of contract and in the specifications the word "Minister" shall mean the Minister for Public Works appointed under "The Public Works Act, 1876," or any Minister or person for the time being acting for him; the words "Engineer-in-Chief" shall mean such Engineer as the Minister appoints in writing for this purpose from time to time; the words "Resident Engineer" shall mean the person who shall from time to time be notified to the Contractor by or on behalf of the Minister for Public Works as the Engineer for the time being having principal local charge of the works; and the words "Assistant Engineer or Overseer" shall mean any person or persons who may from time to time be duly appointed to supervise the works. The word "Contractor" shall mean "Contractors" when two or more persons tender or contract jointly for the work. "Special conditions" mean the Special Conditions hereto attached, and forming part of the contract, and such Special Conditions shall be and be deemed to be incorporated with these General Conditions. The "contract price" shall mean the sum for which the Contractor agrees to complete the works.

WORKS, ETC., TO BE ACCORDING TO DRAWINGS AND SPECIFICATIONS, AND TO THE SATISFACTION OF THE ENGINEER-IN-CHIEF.

2. The Contractor is to make and execute all the works described in or implied by the specification, or shown in any plans or drawings, or set forth in any lists or tables attached thereto, and all the materials used are to be the best of their respective kinds, and all works of every description throughout are to be executed conformably to the several drawings and details herein referred to, already prepared, or that may hereafter be prepared for that purpose, in the strictest accordance with the provisions of the specifications and conditions, and in the best, most substantial, and workmanlike manner, and to the satisfaction of the Engineer-in-Chief, and of the Resident Engineer; and, should any work not be so executed, it shall be immediately altered and amended at the cost of the Contractor.

PLANS, ETC.

3. The plans and drawings, if any, referred to in the specifications, and the specifications, shall be taken together to explain each other; and if in the execution of the works it shall be found that anything has been omitted or misstated, either in the plans, drawings, or specifications, which is necessary for the proper performance and completion of any part or parts of the works, the Contractor shall at his own cost and expense execute the same, and provide whatever may be requisite for so doing. Any written dimensions on the plans or drawings shall be taken in all cases in preference to measurements by scale, and anything contained in any one of the plans, drawings, or specifications shall be equally binding on the Contractor as if it were contained in all; and in case the written or figured dimensions on the plans or drawings shall disagree with the scaling, or in case there shall be any discrepancy between the plans, drawings, specifications, and conditions, or any ambiguity in them, such discrepancy or ambiguity shall not invalidate the contract, but the same shall be rectified by the Engineer-in-Chief if he deems it requisite, and the Contractor shall have no claim for compensation or damages on account of such discrepancy or ambiguity. If neither the plans, drawings, nor the specifications contain any notice of minor parts or works, which are nevertheless necessary for the workmanlike completion and stability of the work, all such parts are to be made and executed by the Contractor without extra charge, and are to be deemed by him as included in the sum at which he contracts for the works. The Contractor is required to satisfy himself of the correctness of the information of every kind contained in the plans, drawings, and specifications, as he will have no claim on account of any errors or inaccuracies that may be found in such documents after the works have been contracted for; and the Contractor is further required to inform himself completely and thoroughly of every circumstance connected with the work, and to provide in his tender for every contingency that may arise.

COPIES OF DRAWINGS, ETC.

4. The Contractor will be provided with a copy of the plans, drawings, specifications, and conditions, but he must himself compare the same with the originals, as no claim will be allowed for accidental or other errors therein.