

and in every such case, and as often as the same shall happen, it shall be lawful for the Minister, without any notice to the Contractor or any further process of law, to deduct from any moneys that may be due or owing to the Contractor under the contract, or that thereafter may be due or owing thereunder, a sum of fifty pounds. Such sum shall be taken and deducted as and for liquidated damages for a breach of this clause as aforesaid. But the exercise of the power hereby given shall be without prejudice to the exercise of any other power, right, or remedy reserved or given to the Queen, or the said Minister, or the Engineer-in-Chief, or the Resident Engineer under this contract, in respect of any such breach as aforesaid, or otherwise howsoever. And the Minister shall be the sole judge of the fact whether a breach of this clause has or has not been committed.

SETTLEMENT OF DISPUTES.

24. In case of any dispute arising between the Contractor and the Assistant Engineer or Overseer as to the quantities or quality or value of materials or workmanship, it shall be referred to the Resident Engineer, and, if the Contractor fail to refer any such dispute at the time it arises to the Resident Engineer, the decision of the Assistant Engineer or Overseer shall be binding on the Contractor.

FORM OF TENDER.

25. The Tenderer must send in his tender for a lump sum on the printed form, and the tender is to be accompanied by a complete schedule of quantities and prices, showing how the lump sum has been arrived at. Each tender must be accompanied by a cheque on some bank in the town where the tender is lodged, such cheque to be specially marked by a banker as good for twenty-one days, and to be drawn in manner and for the sum mentioned in the special conditions. Any tender which does not comply with these conditions will be liable to rejection. Should any schedules of quantities or other information be supplied by the Minister, such schedules or information are only for the assistance of the Contractor in checking his own estimate; and, although they are believed to be accurate, at the same time they are not warranted as accurate; and no claim of any kind will be allowed though the same shall be found incomplete or inaccurate. The Contractor must satisfy himself as to the completeness and accuracy of any such schedule or information, and rectify any mistakes therein before making any tender.

SECURITY.

26. With every tender the names of two sureties must be proposed, who must attend at the Public Works Office, in Wellington, or other place to be fixed by the Minister, to execute a bond in the form annexed to these conditions for a sum not less than that named in the special conditions. Should the sureties named in the tender not be approved of by the Minister, the Tenderer shall find approved sureties within three days after such non-approval shall be notified to him, and, failing his so doing, the amount deposited with the tender will be absolutely forfeited to Her Majesty.

Within seven days after notification in writing of the acceptance of the tender, the Contractor, with his sureties, shall attend at Wellington, or other place to be fixed by the Minister, to execute the bond.

The amount of the cheque deposited with the tender is also to be held as security for the performance of the contract. In the event of the non-execution of the bond within the time aforesaid, or of the non-performance of the contract, the Minister shall be entitled to declare such deposit to be absolutely forfeited to Her Majesty, and the same shall thereupon become and be absolutely forfeited accordingly. No Tenderer will be allowed to proceed with the work tendered for until he has executed the required bond.

PAYMENTS.

27. The contract price, less 5 per cent., and all other monies whatsoever payable under the contract, together with the amount deposited as cash security, will be paid in three equal instalments after the Engineer-in-Chief shall have certified under his hand that the works have been finally and satisfactorily completed, and that such monies, together with the cash security, are due to the Contractor. The first of such instalments to be paid in 60 days, or as nearly as may be after the granting by the Engineer-in-Chief of such certificate. The second of such instalments to be paid in 120 days, or as nearly as may be after the granting of such certificate; and the third of such instalments to be paid in 180 days, or as nearly as may be after the granting of such certificate. The said 5 per centum will be retained until the expiration of the period of maintenance, to insure the fulfilment of clause 21 of these Conditions, and from that sum may be deducted the costs of any repairs or defects, failing the Contractor executing the same: Provided always that no sum or sums of money shall be considered to be due or owing to the Contractor, nor shall the Contractor make any claim for or on account of any work executed or maintained by him, or for or on account of plant or materials supplied by him, unless such certificate as aforesaid shall have been given by the Engineer-in-Chief as aforesaid.