

**P.S. 15. Conformance** :—(a) The works shall be carried out in accordance with the directions and to the reasonable satisfaction of the Executive Engineer, in accordance with the drawings and specifications which form part of the contract and in accordance with such further drawings, details and instructions, supplementing or explaining the same as may from time to time be given by the Executive Engineer.

(b) If the work shown on any such further drawings or details, or other work necessary to comply with any such instructions, directions or explanations, be in the opinion of the contractor, of a nature which the schedule rate in the contract does not legitimately cover, he shall before proceeding with such work, give notice in writing to this effect to the Executive Engineer. In the event of the Executive Engineer and the contractor failing to agree as to whether or not there is any excess rate to be fixed and the Executive Engineer deciding that the contractor is to carry out the said work, the contractor shall accordingly do so, and the question whether or not there is any excess, and if so the amount thereof, shall, failing agreement, be settled by an arbitrator as provided in the arbitration clause,

unless the subject is one which is left to the sole discretion of the Executive Engineer under the clauses of his preliminary specification, and the contractor shall be paid accordingly.

(c) It shall be the responsibility of the contractor to give timely notice to the Executive Engineer, regarding anything shown on the drawings and not mentioned in the specifications, or mentioned in the specifications and not shown on the drawings, or any error or discrepancy in drawings or specifications and obtain his orders thereon. Figured dimensions are to be taken and not those obtained from scaling the drawings. In any discrepancy between drawings and specifications, the latter shall prevail. In any such case or in case any feature of the work is not fully described and set forth in the drawings and specifications, the contractor shall forthwith apply to the Executive Engineer for such further instructions, drawings, or specifications as he requires, it being understood that the subject is to be dealt with under building procedure of best

modern practice. The Executive Engineer will furnish the further instructions, drawings, or specifications, if in his opinion, they are required by competent workmen, for the proper execution of the work.