

## **2.0 DUTIES & POWERS OF ENGINEER & ENGINEER'S REPRESENTATIVE**

### ***Engineer's Authority:***

2.1 The Contractor shall execute, complete and maintain the works in terms of the contract to the entire satisfaction of the Engineer and shall comply with the Engineers' direction on any matter whatsoever.

### ***Authority of Engineer's Representative:***

2.2 The Contractor shall take instructions from the Engineer and subject to limitation of Clause 2.5 hereof, from the Engineer's Representative.

### ***Engineer's Power:***

2.3 The Engineer shall have full power and authority:

(a) to supply to the contractor from time to time during the progress of the works such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the contractor shall carry out and be bound by the same.

(b) to alter or modify the specification of any material and workmanship and to inspect the work at any time.

(c) to order for any variation, alteration and modification of the work and for extra works.

(d) to issue certificates as per contract.

(e) to settle the claims & disputes of the Contractor and Trustees, as the first referee.

(f) to grant extension of completion time.

### ***Power of Engineer's Representative:***

2.4 The Engineer's Representative shall:

(i) watch and supervise the works,

(ii) test and examine any material to be used or workmanship employed in connection with the work,

(iii) have power to disapprove any material and workmanship not in accordance with the contract and the contractor shall comply with his direction in this regard,

(iv) take measurements of work done by the contractor for the purpose of payment or otherwise,

(v) order demolition of defectively done work for its reconstruction all by the Contractor at his own expense,

(vi) have powers to issue alteration order not implying modification of design and extension of completion time of the work and

(vii) have such other powers and authorities vested in the Engineer, which have been delegated to him in writing by the Engineer under intimation to the Contractor.

### ***Limitation of Engineer's Representative's Power***

2.5 Provided always that the Engineer's Representative shall have no power:

(a) to order any work involving delay or any extra payment by the Trustees,

(b) to make variation of or in the works and,

(c) to relieve the Contractor of any of his duties or obligations under the Contract.

### ***Engineer's Over-riding Power***

2.6 Provided also as follows

(a) Failure of Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal, breaking-up thereof and re-constructing at the contractor's cost and the contractor shall have no claim to compensation for the loss sustained by him.

(b) If the contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall thereupon confirm, reverse or vary such decision.

(c) Any written instructions or written approval given by the Engineer's Representative to the contractor, within the terms of delegation of power and authority vested in the Engineer to his Representative in writing shall bind the contractor and the Trustees as though it had been given by the Engineer, who may from time to time make such delegation.

