

- (a) the addition, omission or substitution of any work;
 - (b) the alteration of the kind or standard of any of the materials, goods to be used in the Works; or
 - (c) the removal from the Site of any work executed or materials or goods brought thereon by the Contractor for the purposes of the Works other than work, materials or goods which are not in accordance with this Contract.
- 24.3 Any variation made under this clause shall not relieve the Contractor from his obligations under clause 22.1(c).

25.0 VALUATION OF VARIATION

- 25.1 All variations instructed in writing by the S.O. in accordance with clause 24 hereof shall be measured and valued by the S.O. The valuation of Variations, unless previously or otherwise agreed, shall be made in accordance with the following rules:
- (a) the rates in the Bills of Quantities after adjustment if necessary as provided in clauses 26.6 and 26.7 hereof, shall determine the valuation of work of similar character and executed under similar conditions as work priced therein;
 - (b) the said rates, where work is not of similar character or executed under similar conditions as aforesaid, shall be the basis of rates for the same, so far as may be reasonable, failing which a fair valuation thereof shall be made by the S.O.;
 - (c) the rates in the Bills of Quantities shall determine the valuation of items omitted, PROVIDED THAT if the omission substantially vary the conditions under which any remaining items of work are carried out, the rates of such remaining items shall be valued under rule (b);
- 25.2 Where work cannot properly be measured or valued, the S.O. may allow daywork price as specified in Appendix. Unless otherwise provided in the Bills of Quantities, the daywork prices for the purpose of this Contract shall be taken to mean the actual net cost to the Contractor of his materials, plant and labour for the work concerned. The Contractor shall be paid daywork prices, plus fifteen percent (15%), which shall include for the cost of all ordinary plant, tools, scaffolding, supervision and profit. PROVIDED ALWAYS that as a condition precedent to any right to any payment the Contractor shall produce vouchers, receipts and wage books specifying the time for labour and plant employed and materials used to the S.O. not exceeding seven (7) days after the work shall have been done.
- 25.3 The amount of variations shall be certified by the S.O. and added to or deducted from the Contract Sum as the case may be and the amount shall be adjusted accordingly.

26.0 BILL OF QUANTITIES

Basis of Contract Sum

- 26.1 The quality and quantity of the Works as set out in the Bills of Quantities shall be the basis of the Contract Sum. Any error in description or quantity or omission of Works from the Bills of Quantities shall not vitiate this Contract but shall be rectified and the amount in respect of such rectification shall be added to or deducted from the Contract Sum as the case may be.
- 26.2 The Government reserves the right to adjust the prices and rates in the Bills of Quantities submitted by the Contractor to ensure their reasonableness before acceptance of tender and the decision of the Government shall be final.