

- 26.3 Any adjustment of the prices and/or rates in the Bills of Quantities required under clause 26. 2 and any arithmetical error or omission in the prices or rates and/or calculations of the Contractor in the Bills of Quantities shall before the signing of this Contract be so rectified and adjusted that when correctly calculated, the total amount in the Summary of the Bills of Quantities shall represent the same amount as the tender amount in the Form of Tender. The tender amount shown in the Form of Tender shall remain unaltered but the nett aggregate amount of the difference between the total adjusted amount in the Summary of the Bills of Quantities and the tender amount shown in the Form of Tender, whether a nett deduction or nett addition, shall be calculated as a percentage of the total adjusted amount shown in the Summary of the Bills of Quantities and all prices and/or rates throughout the Bills of Quantities shall be subject to such percentage discounts or premiums as the case may be. Provided always that Provisional and Prime Cost Sums shall be excluded from such calculation and shall not be subject to such percentage discount or premium.

#### ***Standard Method of Measurement***

- 26.4 The Bills of Quantities, unless otherwise expressly stated in respect of any specified item or items, shall be deemed to have been prepared in accordance with the principles of the Standard Method of Measurement of Building Works as published by the Institution of Surveyors (Malaysia) or Civil Engineering Method of Measurement published by Institution of Civil Engineers (London) or Method of Measurement as set out in Bill of Quantities.

#### ***Provisional Quantities***

- 26.5 Unless where the quantities of the Works or any part thereof are stated as 'provisional' in the Bills of Quantities such quantities are firm and the Works shall not be subject to re-measurement unless the Bills of Quantities are proven to be erroneous and shall be dealt with under clause 26.1.
- 26.6 Where the quantities of Works are stated as "provisional" in the Bills of Quantities, such quantities are the estimated quantities which shall not be taken as the actual and correct quantities of Works to be executed by the Contractor in the fulfilment of his obligations under the Contract. The amount to be paid to the Contractor in respect of such Works upon completion of this Contract shall be ascertained by remeasurement of the work as it is actually executed and valued in accordance with clause 25.1 hereof, after adjustment if necessary as provided in clause 25.3 hereof.
- 26.7 For the purpose of clause 26.6, the amount to be paid to the Contractor shall be set off against the amount for such work in the Bills of Quantities, and the balance shall be added to or deducted from the Contract Sum as the case may be.

#### **27.0 MEASUREMENT OF WORKS**

- 27.1 The S.O. shall, when he requires any part or parts of the Works to be measured or remeasured for the purposes of clauses of Variation under clause 24 and provisional quantities under clause 26.5, give reasonable notice to the Contractor who shall attend or send a qualified agent to assist the S.O. or S.O.'s Representative in making such measurement and shall furnish all particulars required by the S.O.. Should the Contractor fail to attend or neglect or omit to send such agent, then the measurement made by the S.O. or approved by him shall be taken to be the correct measurement of the work.
- 27.2 Upon the completion of the measurement pursuant to clause 27.1, the S.O. shall supply the Contractor with such measurement in respect of the said parts.