

### **3.0 THE S.O. AND S.O.'S REPRESENTATIVE**

#### **3.1 Duties of S.O. and S.O.'s Representative**

The S.O. shall be responsible for the overall supervision and direction of the Works. All matters regarding the Works shall be dealt with by the Contractor with the S.O.

#### **3.2 S.O.'s Representative**

- (a) The S.O. may from time to time appoint such number of S.O.'s Representative as he deems fit.
- (b) The S.O.'s Representative shall be responsible to the S.O. and his duties are to watch and supervise the Works and to test and examine any materials or goods to be used or workmanship employed in connection with the Works.

#### **3.3 S.O.'s Authority to Delegate**

- (a) The S.O. may from time to time in writing delegate to the S.O.'s Representative any of the powers and authorities vested in the S.O. as listed in the letter of delegation and shall furnish to the Contractor a copy of all such written delegation of powers and authorities.
- (b) Any instruction or approval given by the S.O.'s Representative to the Contractor within the terms of such delegation shall bind the Contractor and the Government as though it had been given by the S.O. PROVIDED THAT failure of the S.O.'s Representative to disapprove any work or material shall not prejudice the power of the S.O. thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof.
- (c) If the Contractor is not satisfied with any decision of the S.O.'s Representative, the Contractor shall refer the matter to the S.O. who shall confirm, reverse or vary the decision of the S.O.'s Representative.
- (d) The delegation under this clause shall not preclude the S.O. from himself exercising or performing at any time any of the delegated powers and duties.

### **4.0 S.O.'S RIGHT TO TAKE ACTION**

#### **4.1 Notwithstanding any provision in this Contract it is hereby agreed that:**

- (a) the right to act on behalf of the Government in respect of any matter which arises out of the provisions of clauses 43, 50, 51, 52, 53, 57 or 65, where appropriate, is expressly reserved to the authorized officer or officers named in Appendix;
- (b) the power of the S.O. to issue instruction requiring a variation under clause 24 shall be subject to the financial limits as set out in Appendix hereto. If the instruction for a variation under clause 24 is more than the financial limits as set out in the Appendix, the S.O. shall obtain the prior written approval of the relevant authorities of the Government.

#### **4.2 The Contractor shall not be entitled to extension of time or any extra cost or expense or whatsoever arising from compliance with this clause 4.**