

- (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 Schedule of Rates, after adjustment if necessary as provided in Clause 26.2 hereof, shall determine the valuation of work (other than work involving a whole addition of any item of work priced in the Summary of Tender, which shall be valued in accordance with rule (b) hereof) 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) Where work involves the addition of the whole of any similar item of work and executed under similar conditions as work priced in the Summary of Tender, the price of such item of work in the Summary of Tender shall be the basis of the valuation of the said item of work.
  - d) The rates in the Schedule of Rates shall determine the valuation of work omitted; provided that if the omission involves the omission of the whole of any item of work in the Summary of Tender, the price of such item of work in the Summary of Tender shall be the basis of valuation of the item omitted. Omission of the whole of an item of work in the Summary of Tender shall mean omission of the whole of the work where it is not required and shall not apply to the substitution of any work in the Summary of Tender.
- 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 Schedule of Rates, 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.