

## **26.0 SUMMARY OF TENDER**

- 26.1 The Summary of Tender, drawings and Specification shall form part of this Contract and shall be the basis of the Contract Sum.
- 26.2 The Government reserves the right to adjust the rates in the Schedule of Rates and the prices in the Summary of Tender submitted by the Contractor to ensure their reasonableness before acceptance of tender and the decision of the Government shall be final.
- 26.3 Any adjustment of the prices in the Summary of Tender by the preceding clause 26.2 above and any arithmetical error in the Summary of Tender shall before the signing of this Contract be so adjusted and rectified that the total amount in the Summary of Tender shall correspond to the lump sum amount tendered by the Contractor in the Form of Tender. Provided always the lump sum amount shown in the Form of Tender shall remain unaltered.
- 26.4 Subject to the Clauses 8.2(a) and 11 hereof, the quality and quantity of the Works included in the Contract Sum shall be to be that which is shown upon the Contract Drawings or described in the Specification and/or the Summary of Tender. Where quantities of work are given in the Contract Drawings and/or the Specification and/or the Summary of Tender for the purpose of tendering, unless otherwise stated, these shall be deemed to form part of this Contract and the method of measurement of and payment for the same shall be made in accordance with the rules as set down in the Contract Drawings and/or the Specification and/or Summary of Tender.

### ***Provisional Quantities***

- 26.5 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. The rates in the "provisional" Bills of Quantities shall determine the valuation of the Works of similar character and executed under similar conditions as work priced therein. 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 maybe reasonable, failing which a fair valuation thereof shall be made by the S.O..
- 26.6 For the purpose of clause 26.5, 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.