

5.0 S.O.'S INSTRUCTIONS

- 5.1 The S.O. may from time to time issue further drawings, details and/or written instructions (all of which are hereafter collectively referred to as "S.O.'s instructions") in regard to-
- (a) the Variation as referred to in clause 24 hereof;
 - (b) any discrepancy in or between the Contract Documents as referred to in clause 8.2(b) hereof;
 - (c) the removal from the Site of any materials or goods brought thereon by the Contractor and the substitutions of any other materials or goods therefore;
 - (d) the removal and/or re-execution of any works executed by the Contractor;
 - (e) the dismissal from the Works of any person mentioned in clause 23.6 hereof employed thereupon;
 - (f) the opening up for inspection of any work covered up;
 - (g) the amending and making good of any defects whatsoever under clause 48;
 - (h) any matter which is necessary and incidental to the carrying out and completion of the Works under this Contract; and
 - (i) any matter in respect of which the S.O. is expressly empowered by this Contract to issue instructions.
- 5.2 All instructions issued by the S.O. shall be in writing. The Contractor shall forthwith comply with all instructions issued to him by the S.O. If such instruction is given orally, the S.O. shall then issue a written instruction within seven (7) days from the date of such oral instruction is given.
- 5.3 If within seven (7) days after receipt of a written notice from the S.O. requiring compliance of an instruction and the Contractor does not comply therewith, then the S.O. without prejudice to any other rights or remedies available to the Government under this Contract, undertake the work departmentally or employ and pay another Contractor or any other persons to execute any work whatsoever which may be necessary to give effect to such instruction. All costs and expenses incurred in connection with such employment (including On-Cost Charges), shall be deducted from any money due or to become due to the Contractor under this Contract, and failing which such deductions shall be recovered from the Performance Bond or as a debt due from the Contractor.
- 5.4 The Contractor shall be responsible for all costs and expenses incurred by the Government in carrying out the Works under clause 5.3 and On-Cost Charges (calculated by applying the Percentage of On-Cost Charges stated in Appendix hereto to the amount incurred). The Government shall be entitled to deduct such costs, expenses and On-cost Charges or any part thereof from any monies due or to become due to the Contractor under this Contract or to recover the same from the Performance Bond or as a debt due from the Contractor.

6.0 SCOPE OF CONTRACT

- 6.1 The Contractor shall upon and subject to this Contract, construct and complete the Works using materials, goods and workmanship of the quality and standards therein specified.
- 6.2 The Contractor must also undertake any consequential work in relation to the construction and completion of Works on the Site i.e. removal/diversion of public sewer, water mains, electrical mains, gas mains and telephone mains and the installation of permanent connections thereto