DEIR DALLOUM ROAD REHABILITIATION

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1. PRICING

1.1. The items in the Bill of Quantities do not necessarily contain full description of the required Works, and when pricing, the Tenderer shall allow in his unit rates for all obligations, liabilities and services stipulated in the relevant sections of all Tender and Contract Documents to provide and maintain a complete construction and installation.

- 1.2. The Tenderer shall, during his study of the Tender, address his queries, if any, to the Employer, who will study and clarify all such queries. Should the Tenderer during his study of the Tender, consider that there is any shortage, error or inconsistency in the Contract Documents, which would affect the rates of his Tender, or the value of the Works, the Tenderer must have all such points clarified by the Employer before submitting his Tender.
- 1.3. Tenders shall be strictly in accordance with the Tender Documents and shall not be qualified in any way. Any such qualification is liable to result in a Tender which is otherwise favorable, not being considered. The Tenderer shall therefore ensure that any explanatory or descriptive matter included with his Tender does not constitute a qualification to the Contract requirements and the provisions and conditions as stipulated in the Documents.
- 1.4. The Tenderer shall not alter the text of the Bill of Quantities.
 Any alteration to the text inserted by the Tenderer shall lead to the rejection of the Offer.
- 1.5. The Bill of Quantities shall be priced in United States Dollars. All payment made to the successful Tenderer in accordance with all certificates, accounts and similar documents relating to this Contract shall be in US\$.
- 1.6. The Tenderer shall satisfy himself as to the meaning of each item in the Bill of Quantities. Unless otherwise measured separately, the rates inserted by the Tenderer shall be deemed to cover all costs, expenses, risks, liabilities, obligations and services described in the Tender Documents, the full cost of the Works, including all direct and indirect expenses, sundry labors, overhead and profit, and all matters for the proper construction, completion and maintenance of the Works.
- 1.7. These rates shall allow, but not by way of limitation,
 - for complying with all Contract Documents;
 - for any design required by the Contractor where expressly stated in the Contract;

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- for all labor & material including samples, sampling and testing, waste, transport, mockups, etc.;

- for all temporary work of each description required including any that may be required by Sub-Contractors whether nominated or otherwise;
- for the provision and use of all equipment and plant of every kind, whether mechanical, non-mechanical or manual, required for the expeditious carrying out of the Works in their proper sequence;
- for shifting, altering and adapting such temporary work and equipment as may be required during the progress of the Works and removing at completion and making good any surfaces disturbed;
- for full customs and other import duties;
- for cooperation and coordination of the Works with his Sub-Contractors:
- for providing all required guarantees and bonds;
- for all necessary temporary services associated with the Works;
- for providing until handing over, clean and uncontaminated water and all necessary adequate electrical power required for the works:
- for daily site cleaning during execution of the Works and final cleaning after completion of the works including removing all waste, scrap and resulting materials to approved dumping areas;
- for overhead and profit; and for all other establishm1ent charges and all costs of whatever nature.
- No claim for additional payment or extension of time will be considered for any error or misunderstanding by the Tenderer in these respects.
- 1.8. Any item, which is not priced, shall be deemed to have been included in other rates and prices, and in the Contract Price.
- 1.9. When pricing the Bill of Quantities, the Tenderer must be aware of all site conditions.
- 1.10. The unit rates and prices inserted by the Tenderer shall apply throughout the Contract and to any additional work, which might be ordered by the Employer.
- 1.11. The Tenderer shall submit to the Employer, unless stated otherwise, a detailed breakdown of all his rates and lump sums prior to the signing of the Contract. The Tenderer shall liaise on this matter with the Employer.
- 1.12. The Tenderer should price all items he considers of value. If items are not priced by the Tenderer, they will be deemed to be of no value or that their value has been spread throughout the rates of other items.

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- 1.13. The Tenderer shall price all items excluding VAT.
- 1.14. The Tenderer shall complete the collections and summary at the end of each Bill, and carry the totals to the "General Summary".
- 1.15. The Tenderer shall allow in his rates for protecting all Works against damage by whatever method deemed necessary and approved. Any work damaged before the Works are handed over shall be replaced or made good at the Tenderer's expense and to Engineer's satisfaction.
- 1.16. The Tenderer is expected to take all necessary precautions to avoid damaging services and where they are interrupted to reconnect them immediately. Any underground utility structure related to any local authority shall be properly disconnected, disposed, relocated and/or diverted under the Engineer's supervision and under the control of the relevant authority at no additional cost. No separate payment shall be made and the rates in the Bill of Quantities shall be deemed to cover adequately all costs. The Tenderer's attention is drawn to the fact that the service authorities may impose, in addition to the cost of repair, statutory penalties. Details of these requirements may be obtained from the respective authorities.
- 1.17. Unit rates and lump sums inserted by the Tenderer in the Bill of Quantities shall be fixed and not subject to variation. The Tenderer shall not be able to claim for any compensation due to difficulties in the works, shortage of labor, equipment or material, bad weather or unforeseen circumstances.
- 1.18. Any discount offered by the Tenderer shall be applied uniformly on a pro-rate basis to all items in the Bill of Quantities, and to items of any necessary variation (if any) made by the Employer, which shall be a part of the Tender Documents.
- 1.19. The Contractor shall include in his rate the cost and time effect of coordinating and fully assisting any other Nominated Sub-Contractors, if any, appointed by the Employer, during schedule overlapping in the utilization of all equipment and facilities, and maintaining all equipment (cranes, generators, safety barriers, site security, etc.) operational until the end of all trades of the entire project. No claim for additional payment or extension of time will be considered in these respects.

2. MEASUREMENT

1.20. The Quantities set-out in the Bill of Quantities are estimated quantities and are intended to give a reasonable indication of the works shown

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on the Drawings, they are not to be taken as the actual and correct quantities of the Works to be executed by the Tenderer in fulfillment of his obligations under the Contract.

1.21. All Works shall be measured net as installed with no allowance made for laps or waste, and irrespective of any trade, general or local customs. Measurement shall be applicable to finished work only as completed and no allowance shall be made for wastage, working spaces, bulking, shrinkage, overlaps, etc.; the principle of net measurement shall be applied to all Works under this Contract. All measurement shall be rounded up or down to the nearest integer number and exact half units shall be rounded up. Any thickness stated in this Document, shall be the finished and specified thickness. The unit of measurement for each item shall be as indicated in the Bill of Quantities.

3. EXPRESSIONS, NOTATIONS AND ABBREVIATIONS

- 3.1 The expression "approved shop drawings" shall be deemed to mean "shop drawings submitted by the Contractor and approved by the Engineer".
- 3.2 Whenever the expression "shown on the drawings" appears in the Bill of Quantities, it shall be deemed to mean "shown on the Tender drawings and on approved shop drawings".

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- Millimeter n	nm
- Centimeter c	m
- Meterr	n
- Linear Meter	m
- Unit	U
- Number	Nr
- Lump Sum	LS
- Drawing	Dwg.
- Value Added Tax	VAT
- Bill of Quantities	BOQ