

MILITARY ENGINEERS

MALDIVES NATIONAL DEFENCE FORCE
MALE' REPUBLIC OF MALDIVES

PRELIMINARIES

PROJECT : CONSTRUCTION OF 08-STOREY ACCOMODATION BUILDING

Location BANDAARA KOSHI, MALE'

Republic of Maldives

Client Ministry of Defence and National Security

Male'

Section	PRELIMINARIES	Price	Amount
	<p>The Preliminary items set out herewith are deemed applicable to the whole of the works as shown on the drawings or as described in this bill of quantities.</p> <p>Site The proposed site Bandaara Koshi, Male', Republic of Maldives, shall deemed to have been visited prior to the execution of the work. The contractor shall thoroughly acquainted himself with location, facilities of access, soil conditions therein, requirement of any temporary works, levels and extent of water to dealt with, local conditions as to supply of labour, materials, services, existing nearby structures and other site conditions which may affect their pricing. No claim shall be allowed on the ground of ignorance of the conditions under which work will be executed</p> <p>Units of Measurements The quantities and dimensions represented in this bill of quantities are in Metric and whenever any imperial dimension required, shall comply with the nearest metric equivalent. The contractor shall forthwith give notice to the Engineer of any materials cannot be supplied in metric sizes given and prior approval shall be obtained. The contractor shall note that extra costs, expenses and time involved in pursuant to this condition shall, be borne solely by him.</p>		

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	<p><u>Scope and General Description of Works</u> 1) Site Preparation 2) Foundation Works 3) Building Works;</p> <p>This project comprises of construction of a RCC frame for a 08-Storey Building. Work need to be carried out as described in the BOQ with reference to the drawings. All work done must adhere to manufacturer's instruction.</p> <p><u>Bill of Quantities</u> The bill of quantities has been measured net with no allowance for wastage and increase in bulk during construction. The rates set down by the contractor in each items will be held to include for the provision of all labour, materials, conveyance and delivery, unloading, storing, cutting and waste of materials, hoisting, setting and fixing in position, use of all tools, plant and machinery, all duties and taxes where applicable, established charges and profit and all other labour necessary for the due and proper completion of each item.</p> <p>All the quantities are taken absolutely net and are firm except where described as "Provisional". Only provisional quantities and variations will be measured and valued in accordance with the conditions of the contract. The owner will not be liable in connection with the measurement of the additional works, extra or omissions and variation from the contract. Provisional Quantities and sum shall be used as directed and deducted fully or in part if not required. The owner reserve the right to amend any rates which are found unreasonable with the concurrence of the Contractor and the amended rates shall be used for measuring variations. Any error or omission in the rates and calculations of the contractor in the Bill of Quantities submitted by him shall before the signing hereof, be so rectified and adjusted that when correctly calculated , the total amount shall represent the same amount as that entered by the Contractor on the form of transfer.</p> <p>The net aggregate amount or errors whether a net deduction or addition, will be calculated as a percentage of the corrected total of the Bill of Quantities and all unit rates throughout the Bill of Quantities shall be subjected to such adjustment. Provided always that Provisional or Prime Costs Sum shall be excluded from the calculation and shall not be subjected to such percentage adjustment. Whenever the item "allow" is used in the Bill of Quantities, the item shall be at the Contractor's sole risk.</p>		

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	<p><u>Drawing</u> The drawings used in the preparation of these Bills of Quantities shall not be taken as final and are not to be considered as omitting or extending the amount of work to be executed or materials to be supplied from time to time as construction progresses or as the Contractor request after giving notice in writing the minimum 2-weeks in advance to the Engineer. The scope or extents of the works or materials to be supplied are to be ascertained from the construction drawings. The Contractor shall be deemed to have examined the drawings prior to submission of tender, no claim for extras consequent upon non-examination of the drawings will be considered. Upon the award of the contract and from to time thereafter the contractor shall submit to the Engineer a schedule of "Request for Information" stating the information required to the date such information is due. Provided that any request for information shall have been given to the Engineer at least 2-weeks before such information is due.</p> <p><u>Discrepancies in Drawings</u> The Contractor shall be responsible for checking all drawings issued to him & if he finds discrepancies in the drawings he shall, before proceeding with the works, inform the Engineer of such discrepancies and the Engineer's ruling shall be taken as final. Before commencing work, the Contractor shall check all details and dimension shown in the construction drawing sufficiently well ahead of physical construction and in the event of any discrepancy shall immediately notify the Engineer and obtain the necessary construction on the correct detail and dimension to be followed. No claim by the Contractor for any extra costs incurred as a result of discrepancies in drawings will be ascertained if he fails to inform the Engineer of such discrepancies before proceeding with the works.</p> <p><u>Sufficiency of Contract Documents</u> Provide, erect, maintain and remove on completion all requisite scaffolding, hoist, tackle, implement, plant and apparatus as required by all trades as are necessary for the execution of the work. All mechanical plant used by the Contractor shall be of such type, size and method of working suitable to the type & nature of the work and site conditions where the works are to be executed. If, in the opinion of the Engineer, the plant used is not suitable, he may advise the Contractor to change the plant or method of executing the work. The Contractor however has no cause for claim against the owner on account of complying with any Engineer's instruction in this matter.</p> <p><u>Setting Out</u> The Contractor shall be responsible for and shall entirely at his own cost amend any errors arising from his own inaccurate setting out.</p>		

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	<p><u>Employment of Workmen</u> The Contractor shall be solely responsible for the recruitment and employment of labour and staff necessary for the due execution of the works. He shall be responsible for ensuring that all labour and staff recruited and employed by him would act in conformity with laws and regulations of the Republic of Maldives and order given by the relevant authorities, respect the religion, customs and practices of the Government and the people of Maldives.</p> <p><u>Foreman and Assistance</u> The Contractor shall appoint a Site Agent to provide all necessary superintendence over the whole site operation for the whole duration of the contract and as long thereafter as the Engineer may consider necessary for the proper fulfilment of the Contractor's obligations under the contract. He must be competent in English and a qualified member of the professional group (Engineer, Architect or Quantity Surveyor) having comprehensive theoretical background, suitable qualifications and relevant experience approved by the Engineer. The Site Agent must be constantly on the works and shall devote the whole of his time to the superintending. Should the Engineer find him unsuitable for any reason whatsoever, the Contractor shall as soon as practicable after receiving such written notice from the Engineer, remove the agent from the site and shall thereafter employ another to the approval of the Engineer.</p> <p><u>Wages Books and Time Sheets</u> The Contractor shall keep and shall cause his sub-contractors and nominated sub-contractors to keep wages books and time sheets showing wages paid to and the time worked, for the performance of this contract.</p> <p><u>Sub- Letting and Assignment</u> Where the Contractor proposes to sub-contract any portion of the work, the written consent of the Engineer shall not be given where the proposed sub-contractor is not himself a contractor registered with the Public Work Ministry in the class eligible for similar work up to the value of the proposed sub-contract work unless otherwise specified herein.</p>		

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	<p><u>Responsibilities of Contractor for Nominated Sub-Contractor.</u> The Contractor shall be fully responsible for all sub-contractors and any delays or damage thereby occasioned and shall be responsible for the supervision and administration of all sub-contracts in accordance with the conditions of the contract and shall be required to arrange for the execution of the schedule of work with each of the nominated contractor. The schedule shall be subject to the approval of the Engineer.</p> <p><u>Maintenance Gang</u> The Contractor shall be required to station a Maintenance Gang, to the approval of the owner, on site or the duration of defect liability period of 12 months commencing from the practical completion of the works as certified by the Engineer for the making good of any defects, shrinkages or other faults which may appear during the Defect Liability Period.</p> <p><u>Defect Liability Period</u> 12 months</p> <p><u>Inspection and testing of concrete works</u> The contractor shall be responsible for arrangement for the early inspection of form works, reinforcement etc. before all commencing individual works.</p> <p><u>Claims for Progress Payment</u> The Contractor shall submit priced detailed statements in support of his claims for progress payments and there shall be lodged with the Engineer with copies to the owner not later than seven (7) days before the progress payments are due. Such detailed statement in support of the claims for progress payments shall include: 1) The total value of work executed arranged by trades or elements. 2) The total value of materials delivered to site supported by vouchers.</p> <p><u>Protection of Existing Public and Private Services</u> The contractor must make every effort to check and verify the existence and discover all underground cables in and around the site. Any breakages of electrical cables, water services, sewer, telephone cables, etc. due to the execution of works will be at sole risk and expense of the contractor; such risk is to be extended to include any penalty or fine which the appropriate authority deems fit to impose.</p>		

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	<p><u>Silting</u> The Contractor shall deemed to have visited the site and to have ascertained the extent of desalting to be done to the existing monsoon drains so as to keep all the drains free of mud and other obstruction before commencement of work.</p> <p><u>Permits Licenses</u> The contractor shall allow for and obtain all necessary permits and licenses, etc. required from the relevant authorities in connection with the carrying out of the works and pay all fees and royalties.</p> <p><u>Damage to Existing Structures, Buildings, Road, Culverts</u> The Contractor shall arrange for the conveyance of his materials, plants, carrying out of the works, etc. so as to cause minimum damage to the existing structures, buildings, roads, culverts, drains, footpath etc. He shall be held responsible for any damage caused by his carriers or workmen to any of these from whatsoever cause arising and shall maintain, repair and reinstate same to their original conditions to the satisfaction of the Engineer or alternatively shall bear the cost if such maintenance and reinstatement as a deduction from monies due or to become due to the Contractor under this contract.</p> <p><u>Invoices, Receipts, Etc.</u> The Contractor shall at all time give every reasonable assistance to the Engineer. When requested the Contractor shall produce for inspection/retention all times sheets, delivery notes, invoices, receipts, tests certificates and such other vouchers and records as the Engineer may required in the connection with the contract in the preparation of the final account.</p> <p><u>Shop Drawings</u> The Contractor shall provide and shall cause all sub-contractors to provide the Engineer with full, complete and sufficient shop drawings for any structural works mechanical and power equipment, other services, aluminium and glazing works water proofing system etc. and all other specialized work and services as required in accordance with this contract. Such drawings shall be submitted in ample time for checking and for resubmission for any amendment. No works shall be carried out until the relevant shop drawings have been approve by the Engineer.</p>		

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	<p><u>As Built Drawings and Operating and Maintenance Instructions</u> The Contractor shall prepare, agree and supply the Engineer with drawing as specified for recording " As Built " all works and services installed or complete and there locations. The Contractor shall supply the original together with four sets of all as built drawings. All as built drawings and operating instructions for the various mechanical and electrical services installed are to be submitted to the Engineer with in three months before the completion of the project.</p> <p><u>Avoiding Nuisance</u> The Contractor shall carry out the works in such manner to cause as little inconvenience of nuisance to persons in neighbouring properties and to the public. He shall not obstruct as far as possible, the normal right of way of the users of the public roads and where this is necessary and avoidable, he shall provide barriers roads signs, warning lights etc. required for proper traffic control including getting the necessary permits from the Police Department and other Local Authorities and paying all fees in connection herewith.</p> <p><u>Fire Prevention and Fire Fighting Facilities</u> The Contractor shall be responsible for providing fire prevention and fire facilities at site.</p> <p><u>Safety on Site</u> The Contractor is to provide and maintain suitable welfare, safety measures and amenities which or by virtue of the provisions of any enactment or regulation of the working rules of any industry the contractor is required to provide for his working people on site and also to authorized visitors to the site. The Contractor's responsibilities and liabilities whether under the foregoing or any other provisions of the contract, shall not in any way be neglected reduce or limited by reason of instruction, variation order, approval advise given by the Engineer or by any Public or other Authorities.</p> <p><u>Plant and Machinery</u> The Contractor shall provide all necessary temporary plant and machineries to ensure smooth running of the job and to achieve the accepted date of completion, maintain them during the currency of the contract and remove at completion of the work. The Contractor shall from time to time during the construction stage, provide the Engineer with up to date lists of all the mechanical plant on site such list are to be signed and date. Unserviceable plant shall be removed expeditiously from the site.</p>		

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	<p><u>Water</u> The Contractor shall provide at his own cost including temporary plumbing and for storage all water required (including water required by nominated sub-contractor) for them in the work and shall pay all outstanding in connection therewith. All water shall be fresh ,clean and pure. On completion ,clear away all temporary plumbing and water tank etc.</p> <p><u>Protecting the Works</u> The Contractor shall be responsible for protecting the whole of the works including those of sub-contractor until they are handed over to the employer. He shall take necessary measures to safeguard the works, materials and plant against damage and thief and shall indemnify the employer against any loss, theft or damage.</p> <p><u>Temporary Buildings and Site Office</u> The Contractor shall provide, maintain and shift as may be necessary during the progress of the works, the following temporary buildings and services at a position to be directed by the Engineer, remove on completion of the works and pay all charges in connection therewith unless otherwise directed by the Engineer.</p> <p><u>Signboard</u> The Contractor shall allow for the erection maintenance and removal of timber sign board of not less than 10' x 15' high as approved by the Engineer. It shall be erected on the approved position and pay all charges in connection therewith.</p> <p><u>Testing</u> The Contractor shall at his own expense provide such instruments, apparatus machine, assistance and labour as are normally required or stipulated in this contract for examining, measuring and testing any work and the quality, weight or quantity of any materials used or to be used or workmanship attained or to be attained. Allow for materials or work samples to be submitted for testing.</p> <p><u>Watching and Lighting</u> The Contractor shall provide all necessary watching including warning lamps during the whole currency of contract.</p>		

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	<p><u>Temporary Lighting and Power</u> The Contractor shall provide adequate temporary lighting and electric power for use in the works including any required by sub-contractors.</p> <p><u>Progress Photograph</u> The Contractor shall provide four (4) sets of coloured post card size progress photographs of the proposes scheme of (12) different views of the whole works, on the first day of each month throughout the duration of the contract or at such times as the Engineer may direct. The photographs have to be properly captioned.</p> <p><u>Mosquito Prevention</u> Allow for taking such precautions as may be deemed necessary or desirable by the Engineer for the prevention of breeding of mosquitoes and pay all charges as maybe required by Local Authority for anti malaria and anti dengue measured taken.</p> <p><u>Dust Prevention</u> The Contractor shall make adequate provision by spraying erecting screens or other suitable methods against any nuisance or damage by dust to all work under this contract or to persons of properties in the vicinity and he will be held solely responsible for any complaints damage or claims in this connection.</p> <p><u>Clearing of Rubbish</u> From time to time during the currency of the contract, the Contractor shall remove all rubbish, debris, surplus and useless materials from site as they accumulate and as directed by the Engineer.</p> <p><u>Clearing of Site on Completion</u> The Contractor shall on completion of the work, remove as quickly as possible and convey away from the site at his cost, all plant and surplus materials except all those ordered to be left on the site, together with all rubbish and debris. All services and leads temporary buildings, sheds, barriers, scaffolding, etc. required in the work of construction are to be disconnected, dismantled, taken down and removed.</p>		

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	<p><u>Performance Bond</u> Prior to the commencement of any works under the contract and on or before the day executes the formal contract agreement, the Contractor will be required to deposit with the Government in the cash amount or approved Bankers Guarantee on the approved form from an approved bank for a sum equivalent to five per centum (5%) of the contract sum for the whole contract period plus twelve months and the tenderer is to allow for complying with this requirement. The Performance Bond (or any balance thereof remaining for the credit of the contractors) shall be released on the completion of the works comprise in this contract and shall be refunded twelve months upon the giving of the Certificate of Practical Completion.</p> <p><u>Transport of materials/equipment/workmen</u> The contractor shall be responsible for transport of materials, equipment and workmen from its own source or origin, required for the proper execution of works. He shall obtain passage, license required by authority from time to time. He shall take responsible for material(s) during transportation.</p>		