



**Republic of Moldova
Ministry of Transport and Road Infrastructure
State Road Administration**

and

European Bank for Reconstruction and Development

ROAD SECTOR PROGRAM

**Rehabilitation of M3 Chisinau-Giurgiulesti Road
km 151+200-km 171+290 and km 179+650-km 190+750**

TENDER DOCUMENTS:

**PART 2 – REQUIREMENTS
-BILL OF QUANTITIES-**

ICB No. RSPSP/2012/ICB01

Invitation for Tenders No. RSPSP/2012/ICB01

Chisinau, 2012

PREAMBLE TO THE BILL OF QUANTITIES

This Preamble shall be deemed to amplify but in no way limit or contradict the Conditions of Contract, Technical Specifications and Drawings.

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, General Conditions, Conditions of Particular Application, Technical Specifications, and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and agreed by the Contractor and valued at the rates and prices tendered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. Certain items in the Bill of Quantities shall be known as “fixed rate items” and for the purposes of evaluation in accordance with Sub-Clause 12.6 of the Conditions of Contract such items shall not be eligible for consideration of a new rate or price in the event of a change in the quantity of work payable against the item. Fixed rate items in this contract are: Items which apply to machine laid asphaltic material in regulating, binder and wearing course layers. Items which apply to the cleaning and sealing of cracks in the asphalt surfacing. Items which apply to the provision and placing of stress absorbing membrane interface (SAMI) layers.
4. For any item for which measurement is based on records made before or during the records shall be prepared and agreed between the Engineer and the Contractor. Should the Contractor carry out such work without the prior agreement of the Engineer, the Engineer may request the Contractor to carry out investigations to confirm the extent of the work and the quantity of work certified for payment shall be solely at the Engineer’s discretion. The cost of any such investigation shall be borne by the Contractor.
5. The rates and prices tendered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all constructional equipment, labor, supervision, materials, erection, temporary works, maintenance, insurance, profit, taxes and duties required to construct the whole of the Works as set out in the documents, drawings, bills and specifications, together with all general risks, liabilities and obligations set out or implied in the Contract.
6. A rate or price shall be entered against each item in the Bill of Quantities, where the quantities are stated. The cost of items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
7. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
8. General directions and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. Where summaries of the work covered by the items are given in the item descriptions they are indicative only and the rates entered shall include for all ancillary work or materials not specifically stated but implicit in the item of work. References to the relevant sections of the contract documentation shall be made before entering rates or prices against each item in the Bill of Quantities. The Specification Clause/Item references given in the Bills of Quantities are for the convenience of bidders and generally refer to the principal

relevant specification clause but do not necessarily represent the whole of the specification requirements for the work required within the item. The presence of a Specification clause reference shall not in any way reduce the Contractor's obligation to complete work in accordance with all the requirements of the Specification.

9. Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clause 13.5 of the Conditions of Contract.
10. The method of measurement of completed work for payment shall be in accordance with the Specification for the Works (see Volume 2 of these documents). All quantities shall be measured strictly net.
11. Any arithmetic errors shall be corrected by the Employer pursuant to Clause 29 of the Instructions to Bidders.
12. The units quoted in the Bill of Quantities are as shown hereunder, with their respective abbreviations:

<u>Abbreviation</u>	<u>Meaning</u>
mm	Millimetre
m	Linear Metre (= 1,000 mm)
km	Kilometre (= 1,000 m)
m ²	Square Metre
ha	Hectare (= 10,000 m ²)
l	Litre
m ³	Cubic Metre (= 1,000 Litre)
m ³ km	Cubic Metre Kilometre
no	Number
L.S.	Lump-sum
P.S:	Provisional Sum
g	Gram
kg	Kilogram (= 1,000 g)
t	Metric Tonne (= 1,000 kg)
hr	Hour
moth	Month
incl.	including
%	per cent
€	Euro

Daywork Schedule

General

1. Reference should be made to Sub-Clause 13.6 of the Conditions of Contract. Work shall not be executed on a daywork basis except by written order of the Engineer. Bidders shall enter basic rates for daywork items in the Schedules. These rates shall apply to any quantity of daywork ordered by the Engineer. Nominal quantities have been indicated against each item of daywork, and the extended total for daywork shall be carried forward to the Summary and included in the Total Bid Amount. The daywork records shall be submitted to the Engineer within 3 days upon completion of the works at site.

Daywork Labour

2. In calculating payments due to the Contractor for the execution of dayworks, the hours labour will be reckoned from the time of arrival of the labour at the job site to the particular item of

daywork to the time of departure from the job site, but excluding meal breaks and rest periods. Only the time of classes of labour directly doing work ordered by the Engineer and who are competent to perform such work will be measured. The time of gangers (charge hands) actually doing work with the gangs will also be measured but not the time of foremen or other supervisory personnel.

3. The Contractor shall be entitled to payment in respect of the total time that labour is employed on daywork, calculated at the basic rates entered by it in the "SCHEDULE OF DAYWORK RATES: LABOUR" The rates for labour shall be deemed to cover all costs to the Contractor including (but not limited to) the amount of wages paid to such labor, transportation time, overtime, subsistence allowances, and any sums paid to or on behalf of such labour for taxes and social benefits in accordance with Moldovan law, as well as Contractor's profit, overheads, superintendence, liabilities and insurance and allowances to labour, timekeeping and clerical and office work, the use of consumable stores, water, lighting and power; the use and repair of stagings, scaffolding, workshops and stores, portable power tools, manual plant and tools; supervision by the Contractor's staff, foremen and other supervisory personnel; and charges incidental to the foregoing.

Daywork Materials

4. The Contractor shall be entitled to payment in respect of materials used for daywork except for materials for which the cost is included in the percentage addition to labor costs as detailed heretofore), at the rates entered by him in the "SCHEDULE OF DAYWORK RATES: MATERIALS" and such payment shall be deemed to include overhead charges and profit as follows;
 - a. the rates for materials shall include the basic cost of materials together with freight, insurance, handling expenses, damage, losses, warehousing at site, etc.
 - b. the cost of hauling materials for use on work ordered to be carried out as daywork from the store or stockpile on the Site to the place where it is to be used will be in accordance with the terms for Labor and Constructional Equipment in this Schedule.

Daywork Equipment

5. The Contractor shall be entitled to payments in respect of Constructional Plant already on Site and employed on daywork at the basic rental rates entered by him in the "SCHEDULE OF DAYWORK RATES: EQUIPMENT". The said rates shall be deemed to include due and complete allowance for depreciation, interest, indemnity and insurance, repairs, maintenance, supplies, fuel, lubricants, and other consumable, and all overhead profit and administrative costs related to the use of such equipment. The cost of drivers, operators and assistants will be paid for separately as described under the section on Daywork Labour.
6. In calculating the payment due to the Contractor for Constructional Equipment employed on daywork, only the actual number of working hours will be eligible for payment, except that, where applicable and agreed with the Engineer, the travelling time from the part of the Site where the Construction Plant was located when ordered by the Engineer to be employed on daywork and the time for return journey thereto shall be included for payment.

BILL OF QUANTITIES