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VOLUME 4.1

PREAMBLE

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1. INTRODUCTION

1.1. General

The Schedule of Prices shall be read in conjunction with the Instructions to Tenderers, General and Special Conditions of Contract, Employer's Requirements and General Technical Specifications, and Drawings.

Payment will be made on a fixed lump-sum basis for all of the items in accordance with the General and Particular Conditions of Contract included in Volume 2 of these tender documents. The item descriptions given in the Breakdown of Lump-sum Price shall not be taken as limiting the Contractor's obligations under the Contract to provide the Works, which are fully described elsewhere. The Works shall include any work, which is necessary for stability or for the completion, or safe and proper operation of the IMT.

The Tender price shall not include taxes, customs and import duties that are levied in accordance with the laws and regulations of the Republic of Turkey on the production, manufacture, sale and transport of Contractor's Equipment, Plant, materials and supplies to be used on or furnished under the Contract.

Separately, the Tender price shall include for all duties, taxes and other charges, imposed outside the Republic of Turkey on the production, manufacture, sale and transport of Contractor's Equipment, Plant, materials and supplies to be used on or furnished under the Contract and on the services to be performed under the Contract.

Notwithstanding any limits which may be implied by the wording of the individual items and/or the explanations in this Preamble, it is to be clearly understood by the Contractor that the amounts which he enters in the Breakdown of Lump-sum Price are to be for the work finished complete in every respect, he will be deemed to have taken full account of all requirements and obligations, whether expressed or implied, covered by all parts of this Contract and to have priced the items herein accordingly. The amount must therefore include for all incidental and contingent expenses and risks of every kind necessary to construct, complete and maintain the whole of the Works in accordance with the Contract. Unless separate items are provided in the Breakdown of Lump-sum Price, full allowance is to be made in the rates and sums against the various items in the Breakdown of Lump-sum Price for all costs involved.

The amounts entered by the Contractor against all items in the Breakdown of Lump-sum Price must bear a proper relationship to the cost of carrying out the work described in the Contract; all on-costs, profits, overheads and similar charges (unless separately itemised) which are applicable to the Contract as a whole are to be spread over all amounts in the Breakdown of Lump-sum Price whilst those which apply to particular sections of the Contract are to be spread only over the items to which those sections refer.

The Breakdown of the Lump-sum Price (Volume 4) is the itemised list of prices showing the build-up of the price in a lump-sum contract. This Breakdown of the Lump-sum Price does not derogate in any way to the clause stating that, in a lump-sum contract, the total contract price remains fixed irrespective of the quantity of work actually carried out.

The prices for each of the main areas of cost as identified in Volume 4 shall be carried forward to the Grand Summary and these shall be added together to determine the total design and construction price for IMT.

1.2. Payments

Periodic payment

Where an item in the Breakdown of Prices is priced as a "lump-sum" payment will be made by percentage of completion of that item approved by Engineer.

Retention

Retention will be withheld in accordance with the provisions of the Contract.

Definitions

Lump sum item: Applicable to items which will not be re-measured and which will be paid as lump sum items. It is the Contractor's responsibility to price these items based on his own interpretation of the Employer's requirements, site condition and any factors which could affect the execution of these items.

Provisional sums: These sums, as shown in the Schedules, will be used on written instructions of the Engineer, in compliance with the Sub-Clause 13.5 of the of the Conditions of the Contract, and shall be deemed to be a part of a lump-sum Accepted Contract Amount. These sums will be used, as well, for contingencies in compliance with the Clause 13 of the Conditions of the Contract.

2. BREAKDOWN OF THE LUMP-SUM PRICE

- **Summary**
- **Schedule A of Design Works**
- **Schedule B of Infrastructure Works**
- **Schedule C of Building Works**
- **Schedule D of Gantry Crane**