



ADVERT NUMBER: XAPA02

**WORKS TENDER FOR CIVIL WORKS, PAVING  
WORKS AND OTHER ANCILLARY WORKS AT  
XAGHRA PARISH PARVIS, GOZO**

---

Closing Date: 5 August 2014

at 10:00am CET

---

Date Published: 24 June 2014

---

**This Tender is free of charge**

---

**IMPORTANT:**

- No Bid Bond is requested for this tender

Clarifications shall be uploaded and will be available to view/download from [www.xaghraparish.org](http://www.xaghraparish.org)

**Xaghra Parish Office**

Domus Curialis, Victory Square, Xaghra. Tel: (356) 21558714. Email: [tenders@xaghraparish.org](mailto:tenders@xaghraparish.org)

# WORKS TENDER FOR CIVIL WORKS, PAVING WORKS AND OTHER ANCILLARY WORKS AT XAGHRA PARISH PARVIS, GOZO

## Table of Contents

|   |           |
|---|-----------|
| Table of Contents .....   | 2         |
| <b>VOLUME 1 SECTION 1 - INSTRUCTIONS TO TENDERERS .....</b>               | <b>4</b>  |
| <b>A. GENERAL PART .....</b>  | <b>4</b>  |
| 1. General Instructions.....  | 4         |
| 2. Timetable.....   | 4         |
| 3. Lots.....  | 5         |
| 4. Financing.....   | 5         |
| 5. Eligibility.....   | 5         |
| 6. Selection Criteria.....  | 5         |
| 7. Multiple Tenders.....  | 6         |
| 8. Tender Expenses.....   | 6         |
| 9. Site Inspection.....   | 6         |
| <b>B. TENDER DOCUMENTS.....</b>   | <b>7</b>  |
| 10. Content of Tender Document.....                                       | 7         |
| 11. Explanations/Clarification Notes Concerning Tender Documents.....     | 7         |
| 12. Labour Law .....  | 7         |
| 13. Law.....  | 7         |
| <b>C. TENDER PREPARATION .....</b>  | <b>8</b>  |
| 14. Language of Tenders.....  | 8         |
| 15. Presentation of Tenders.....  | 8         |
| 16. Content of Tender (Single-Envelope System).....                       | 8         |
| 17. Tender Prices .....   | 9         |
| 18. Currencies of Tender and Payments.....                                | 9         |
| 19. Period of Validity of Tenders .....                                   | 10        |
| 20. Tender Guarantee (Bid Bond) .....                                     | 10        |
| 21. Variant Solutions.....  | 10        |
| 22. Preparation and Signing of Tenders.....                               | 10        |
| 23. Sealing and Marking of Tenders.....                                   | 11        |
| 24. Extension of Deadline for Submission of Tenders.....                  | 11        |
| 25. Late Tenders .....  | 11        |
| 26. Alterations and Withdrawal of Tenders .....                           | 11        |
| 27. Opening of Tenders.....   | 12        |
| 28. Secrecy of the Procedure.....   | 12        |
| 29. Clarification of Tenders .....  | 12        |
| 30. Tender Evaluation Process.....  | 12        |
| 31. Correction of Arithmetical Errors.....                                | 13        |
| 32. Criteria for Award .....  | 14        |
| 33. Right Of The Xaghra Parish Office To Accept Or Reject Any Tender..... | 14        |
| 34. Notification of Award, Contract Clarifications .....                  | 14        |
| 35. Contract Signing and Performance Guarantee.....                       | 15        |
| <b>VOLUME 1 SECTION 2 - TENDER FORM .....</b>                             | <b>18</b> |
| <b>VOLUME 1 SECTION 4 - TENDERER'S STATEMENTS .....</b>                   | <b>21</b> |
| 1. Statement on Conditions of Employment .....                            | 21        |
| 2. Literature/List of Samples.....  | 22        |
| <b>VOLUME 1 SECTION 5 - GLOSSARY .....</b>                                | <b>23</b> |
| <b>VOLUME 1 SECTION 7 - QUESTIONNAIRE .....</b>                           | <b>25</b> |
| Notes to Tenderers .....  | 25        |
| Form 1 - Power of Attorney.....   | 26        |
| Form 2 - Data on Joint Venture/Consortium (Where applicable).....         | 27        |
| Form 3 - Sub-Contracting.....   | 28        |

|  |           |
|--|-----------|
| Form 4 - Overview of Tenderer's Personnel.....                   | 29        |
| Form 5 - Personnel to be employed on this contract .....         | 30        |
| Form 6 - Plant and Equipment to be Employed on Contract.....     | 32        |
| Form 7 - Workplan and Programme of Works .....                   | 34        |
| <b>VOLUME 2 SECTION 1 - DRAFT CONTRACT FORM .....</b>            | <b>35</b> |
| <b>VOLUME 2 SECTION 2 - GENERAL CONDITIONS .....</b>             | <b>37</b> |
| <b>VOLUME 2 SECTION 3 - SPECIAL CONDITIONS.....</b>              | <b>38</b> |
| Article 2: Law and language of the contract .....                | 38        |
| Article 4: Communications .....                                  | 38        |
| Article 8: Supply of Documents .....                             | 38        |
| Article 10: Assistance with Local Regulations .....              | 38        |
| Article 11: The Contractor's Obligations .....                   | 38        |
| Article 13: Performance Guarantee .....                          | 39        |
| Article 14: Insurance .....                                      | 39        |
| Article 15: Performance Programme (Timetable).....               | 39        |
| Article 18: Tender Prices .....                                  | 39        |
| Article 20: Safety on site .....                                 | 40        |
| Article 21: Safeguarding of adjacent properties .....            | 40        |
| Article 22: Interference With Traffic.....                       | 40        |
| Article 25: Demolished Materials.....                            | 40        |
| Article 26: Discoveries .....                                    | 40        |
| Article 27: Temporary Works .....                                | 40        |
| Article 31: Commencement Date .....                              | 41        |
| Article 32: Period of Execution of Tasks.....                    | 41        |
| Article 34: Delays in Execution .....                            | 41        |
| Article 35: Variations and Modifications .....                   | 41        |
| Article 37: Work Register .....                                  | 41        |
| Article 39: Quality of Works and Materials .....                 | 41        |
| Article 40: Inspection and Testing .....                         | 41        |
| Article 43: Payments: General Principles .....                   | 42        |
| Article 44: Pre-financing .....                                  | 42        |
| Article 45: Retention Monies.....                                | 42        |
| Article 46: Price Revision .....                                 | 42        |
| Article 47: Measurement .....                                    | 43        |
| Article 48: Interim Payments .....                               | 43        |
| Article 50: Delayed Payments .....                               | 43        |
| Article 53: End Date .....                                       | 43        |
| Article 56: Partial Acceptance.....                              | 44        |
| Article 57: Provisional Acceptance .....                         | 44        |
| Article 58: Maintenance Obligations.....                         | 44        |
| Article 66: Dispute Settlement by Litigation.....                | 45        |
| Article 71: Further Additional Clauses .....                     | 45        |
| <b>VOLUME 2 SECTION 4 - SPECIMEN PERFORMANCE GUARANTEE .....</b> | <b>46</b> |
| <b>VOLUME 2 SECTION 6 - SPECIMEN RETENTION GUARANTEE .....</b>   | <b>47</b> |
| <b>VOLUME 3 - TECHNICAL SPECIFICATIONS.....</b>                  | <b>48</b> |
| Part 2 -The Contractor's Technical Offer .....                   | 69        |
| <b>VOLUME 4 - FINANCIAL BID.....</b>                             | <b>70</b> |
| <b><i>BILL OF QUANTITIES</i> .....</b>                           | <b>70</b> |
| I. Preamble.....   | 70        |
| II. Terms Relating To Payments.....                              | 71        |
| III. Pricing .....   | 71        |
| IV. Completing the bill of quantities .....                      | 71        |
| V. Description Of Unit Prices .....                              | 72        |
| <b>VOLUME 5 - DRAWINGS.....</b>                                  | <b>73</b> |
| List of drawings and documents attached.....                     | 73        |

# VOLUME 1 SECTION 1 - INSTRUCTIONS TO TENDERERS

## A. GENERAL PART

### 1. General Instructions

- 1.1 In submitting a tender, the tenderer accepts in full and in its entirety, the content of this tender document, including subsequent Clarifications issued by the Xaghra Parish Office, whatever his own corresponding conditions may be, which he hereby waives. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender document.

No account can be taken of any reservation in the tender as regards the tender document; any disagreement, contradiction, alteration or deviation shall lead to the tender offer not being considered any further.

The Evaluation Committee shall request rectifications in respect of incomplete/non-submitted information pertinent to the documentation as outlined in sub-Clause 16.1(a), 16.1(b), and 16.1(c) of these Instructions to Tenderers. Such rectification/s must be submitted within two (2) working days from notification: failure to comply shall result in the tender offer not being considered any further.

No rectification shall be allowed in respect of the documentation as outlined in sub-Clause 16.1(d), 16.1(e) and 16.1(f) of these Instructions to Tenderers. Only clarifications on the submitted information in respect of the latter may be eventually requested.

- 1.2 This is a call for tenders for Civil Works at Xaghra Parish Parvis. Works include but are not limited to the taking up of the existing paving, laying of new ground slab and repaving of the parvis, together with other ancillary works.
- 1.3 This is a unit-price (Bill of Quantities) contract.
- 1.4 The tenderer will bear all costs associated with the preparation and submission of the tender. The Xaghra Parish Office will in no case be responsible or liable for such costs, whatever the conduct or outcome of the procedure.
- 1.5 The Xaghra Parish Office retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.

### 2. Timetable

|   | DATE       | TIME* |
|---|------------|-------|
| Clarification Meeting/Site Visit<br>(Refer to Clause 9.2)   | 07/07/2014 | 16:00 |
| Deadline for request for any additional<br>information from the Contracting Authority                                 | 19/07/2014 | 16:30 |
| Last date on which additional information are<br>issued by the Contracting Authority                                  | 25/07/2014 | 16:30 |
| Deadline for submission of tenders /<br>Tender Opening Session<br>(unless otherwise modified in terms of Clause 11.3) | 05/08/2014 | 10:00 |

\* All times Central European Time (CET)

### **3. Lots**

- 3.1 This tender is not divided into lots, and tenders must be for the whole of quantities indicated. Tenders will not be accepted for incomplete quantities.

### **4. Financing**

- 4.1 The project is part-financed by a Grant issued by the Ministry for Gozo.
- 4.2 The beneficiary of the financing is the Parish of Xaghra.

### **5. Eligibility**

- 5.1 Participation in tendering is open on equal terms to all natural and legal persons of the Member States of the European Union, the beneficiary country, any other country in accordance with Regulation 76 of the Public Procurement Regulations 2010.
- 5.2 Natural persons, companies or undertakings who fall under any of the conditions set out in Regulation 50 of the Public Procurement Regulations, 2010 (Legal Notice 296 of 2010) may be excluded from participation in and the award of contracts. Tenderers or candidates who have been guilty of making false declarations will also incur financial penalties representing 10% of the total value of the contract being awarded.
- 5.3 Tenders submitted by companies forming a joint venture/consortium must also fulfil the following requirements:
- One partner must be appointed lead partner and that appointment confirmed by submission of powers of attorney signed by legally empowered signatories representing all the individual partners. The tender must include a preliminary agreement or letter of intent stating that all partners assume joint and several liability for the execution of the contract, that the lead partner is authorised to bind, and receive instructions for and on behalf of, all partners, individually and collectively.
  - All partners in the joint venture/consortium are bound to remain in the joint venture/consortium until the conclusion of the contracting procedure. The consortium/joint venture winning this contract must include the same partners for the whole performance period of the contract other than as may be permitted or required by law.
- 5.4 All materials, equipment and services to be supplied under the contract must originate in an eligible country. For these purposes, "origin" means the place where the materials and/or equipment are mined, grown, produced or manufactured and/or from which services are provided.

### **6. Selection Criteria**

- 6.1 In order to be considered eligible for the award of the contract, tenderers must provide evidence that they meet or exceed certain minimum qualification criteria described hereunder.

**In the case of a joint venture, the joint venture as a whole must satisfy the minimum qualifications required below.**

- 6.1.1 No evidence of economic and financial standing is required.
- 6.1.2 Information about the tenderer's technical capacity.

*(An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the contracting authority that it will have at its disposal the resources necessary for the execution of the contract, for example, by producing an undertaking by those entities to place the necessary resources at the disposal of the economic operator)*

This information must follow the forms in Volume 1, Section 4 of the tender documents and include:

- a statement of the tools, plant or technical equipment available to the service provider or contractor for carrying out the contract;
- a list of personnel proposed for this contract and the relevant experience they hold
- Data concerning sub-contractors and the percentage of works to be sub-contracted in respect of every subcontractor providing more than 10% of the works and every supplier providing more than 10% of the supplies.

The main contractor must have the ability to carry out at least 50% of the contract works by his own means.

## ***7. Multiple Tenders***

- 7.1 A tenderer may submit multiple tender offers.
- 7.2 A company may not tender for a given contract both individually and as a partner in a joint venture/consortium.
- 7.3 A company may not tender for a given contract both individually/partner in a joint venture/consortium, and at the same time be nominated as a sub-contractor by any another tenderer, or joint venture/consortium.
- 7.4 A company may act as a sub-contractor for any number of tenderers, and joint ventures/consortia, provided that it does not participate individually or as part of a joint venture/consortium, and that the nominations do not lead to a conflict of interest, collusion, or improper practice.

## ***8. Tender Expenses***

- 8.1 The tenderer will bear all costs associated with the preparation and submission of the tender.
- 8.2 The Xaghra Parish Office will neither be responsible for, nor cover, any expenses or losses incurred by the tenderer through site visits and inspections or any other aspect of his tender.

## ***9. Site Inspection***

- 9.1 A tenderer may visit the site of the works and its surroundings for the purpose of assessing, at his own responsibility, expense and risk, factors necessary for the preparation of his tender and the signing of the contract for the works.
- 9.2 A clarification meeting and/or a site visit will be held at the Xaghra Parvis in the date indicated in the timetable.

## B. TENDER DOCUMENTS

### 10. Content of Tender Document

- 10.1 The set of tender documents comprises the following documents and should be read in conjunction with any clarification notes issued in accordance with Clause 24:
- |          |   |
|----------|---|
| Volume 1 | Instructions to Tenderers   |
| Volume 2 | <ul style="list-style-type: none"><li>• Draft Contract</li><li>• General Conditions (available online from <a href="http://www.contracts.gov.mt/conditions">www.contracts.gov.mt/conditions</a>)</li><li>• Special Conditions</li></ul> |
| Volume 3 | Technical Specifications  |
| Volume 4 | Bill of Quantities  |
| Volume 5 | Drawings  |
- 10.2 Tenderers bear sole liability for examining with appropriate care the tender documents, including those design documents available for inspection, and any clarification notes to the tender documents issued during the tendering period, and for obtaining reliable information with respect to conditions and obligations that may in any way affect the amount or nature of the tender or the execution of the works. In the event that the tenderer is successful, no claim for alteration of the tender amount will be entertained on the grounds of errors or omissions in the obligations of the tenderer described above.
- 10.3 The tenderer must provide all documents required by the provisions of the tender document. All such documents, without exception, must comply strictly with these conditions and provisions and contain no alterations made by the tenderer.

### 11. Explanations/Clarification Notes Concerning Tender Documents

- 11.1 Tenderers may submit questions in writing to the Xaghra Parish Office through:
- sending an email to [tenders@xaghraparish.org](mailto:tenders@xaghraparish.org) up to 10 calendar days before the deadline for submission of tenders. The Xaghra Parish Office must reply to all tenderers' questions, and amend the tender documents by publishing clarification notes, up to at least 4 calendar days before the deadline for submission of tenders.
- 11.2 Questions and answers, and alterations to the tender document will be published as a clarification note on the website of the Parish of Xaghra ([www.xaghraparish.org](http://www.xaghraparish.org)) within the respective tender's page. Clarification notes will constitute an integral part of the tender documentation, and it is the responsibility of tenderers to visit this website and be aware of the latest information published online prior to submitting their Tender.
- 11.3 The Xaghra Parish Office may, at its own discretion, as necessary and in accordance with Clause 24, extend the deadline for submission of tenders to give tenderers sufficient time to take clarification notes into account when preparing their tenders.

### 12. Labour Law

- 12.1 Particular attention is drawn to the conditions concerning the employment of labour in Malta and the obligation to comply with all regulations, rules or instructions concerning the conditions of employment of any class of employee.

### 13. Law

- 13.1 By submitting their tenders, tenderers are accepting that this procedure is regulated by Maltese Law, and are deemed to know all relevant laws, acts and regulations of Malta that may in any way affect or govern the operations and activities covered by the tender and the resulting contract.

## C. TENDER PREPARATION

### 14. Language of Tenders

- 14.1 The tender and all correspondence and documents related to the tender exchanged by the tenderer and the Xaghra Parish Office must be written in English.
- 14.2 Supporting documents and printed literature furnished by the tenderer may be in another language, provided they are accompanied by an accurate translation into English. For the purposes of interpretation of the tender, the English language will prevail.

### 15. Presentation of Tenders

- 15.1 Tenders must satisfy the following conditions:
- (a) All tenders must be submitted in one original, clearly marked "original", and one identical copy (including all documentation as in the original) signed in the same way as the original and clearly marked "copy".
  - (b) Both documents are to be separately sealed and placed in another sealed envelope/package so that the bid can be identified as one tender submission. Following the tender opening session, the copy shall be kept, unopened, at the Department of Contracts, for verification purposes only should the need arise.
  - (c) All tenders must be received by date and time indicated in the timetable at Clause 2 at the Xaghra Parish Office, Domus Curialis, Victory Square, Xaghra.
  - (d) All packages, as per (b) above, must bear only:
    - (i) the above address;
    - (ii) the reference of the invitation to tender concerned;
    - (iii) the name of the tenderer.

### 16. Content of Tender (Single-Envelope System)

- 16.1 The tender must comprise the following duly completed documents, inserted in a single, sealed envelope (unless their volume requires a separate submission):
- (a) *General/Administrative Information*<sup>(Note 2)</sup>
    - (i) Statement on Conditions of Employment (Volume 1, Section 4)

*Selection Criteria*
  - (c) *Financial and Economic Standing*<sup>(Note 2)</sup>  
(Not Applicable)
  - (d) *Technical Capacity*<sup>(Note 3)</sup>
    - (i) A list of plant available during the duration of works
    - (ii) A list of personnel available for the contract
    - (iii) Data on subcontractors
  - (e) *Evaluation Criteria/Technical Specifications*<sup>(Note 3)</sup>
    - (i) Tenderer's Technical Offer in response to specifications (Volume 3)
    - (ii) Literature/List of Samples
  - (f) *Financial Offer/Bill of Quantities*<sup>(Note 3)</sup>
    - (i) The Tender Form in accordance with the form provided in Volume 1, Section 2;
    - (ii) A financial bid calculated on a basis of DDP for the works/supplies tendered
    - (iii) Breakdown of the overall price, in the form provided in Volume 4 (Bill of Quantities);



**Notes to Clause 16.1:**

1. *Not applicable*
2. *Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within two working days from notification.*
3. *No rectification shall be allowed. Only clarifications on the submitted information may be requested.*

Tenderers must indicate where the above documentation is to be found in their offer by using an index. All documentation is to be securely bound/filed.

Tenderers are NOT required NOR expected to submit, with their offer, any components of the tender document except those specifically mentioned in Clause 16.

### **17. Tender Prices**

- 17.1 The tender price must cover the whole of the works as described in the tender documents.
- 17.2 The tenderer must provide a breakdown of the overall price in Euro (€).
- 17.3 Tenderers must quote all components of the price **inclusive** of taxes, customs and import duties and any discounts. Tenderers not registered with the VAT authority in Malta, must **still** include in their financial offer any VAT that the contracting authority may have to pay either in Malta or the country where the tenderer is registered irrespective of the reverse charge mechanism. The financial offer will be considered as the total financial cost to the contracting authority including any VAT that may have to be paid not through the winning tenderer. Except as may otherwise be provided for in the contract, no payment will be made for items which have not been costed.
- 17.5 If the tenderer offers a discount, the discount must be absorbed in the rates of the Bill of Quantities/Financial Statement.
- 17.7 The prices for the contract must include all of the works to be provided. The prices quoted are fixed and not subject to revision or escalation in costs, unless otherwise provided for in the Special Conditions.

### **18. Currencies of Tender and Payments**

- 18.1 The currency of the tender is the Euro (€). All sums in the breakdown of the overall price, in the questionnaire and in other documents must be expressed in Euro (€), with the possible exception of originals of bank and annual financial statements.
- 18.2 Payments will be made upon certification of works by the Contracting Authority, based on the invoice issued by the Contractor, in accordance with the timeframes, terms and conditions of the contract.
- 18.3 All correspondence relating to payments, including invoices and interim and final statements, must be submitted as outlined in the contract.

## **19. Period of Validity of Tenders**

- 19.1 Tenders must remain valid for a period of 150 days after the deadline for submission of tenders indicated in the contract notice, the tender document or as modified in accordance with Clauses 11.3 and/or 24. Any tenderer who quotes a shorter validity period will be rejected.
- 19.2 In exceptional circumstances the Xaghra Parish Office may request that tenderers extend the validity of tenders for a specific period. Such requests and the responses to them must be made in writing. A tenderer may refuse to comply with such a request without forfeiting his tender guarantee (Bid Bond). However, his tender will no longer be considered for award. If the tenderer decides to accede to the extension, he may not modify his tender.
- 19.3 The successful tenderer must maintain his tender for a further 60 days from the date of notification of award.

## **20. Tender Guarantee (Bid Bond)**

- 20.1 No tender guarantee (bid bond) is required.

## **21. Variant Solutions**

- 21.1 No variant solutions will be accepted. Tenderers must submit a tender in accordance with the requirements of the tender document. Only exception refers to the travertine surface finish as outlined in the specifications.

## **22. Preparation and Signing of Tenders**

- 22.1 All tenders must be submitted in one original, clearly marked "original", and one identical copy (including all documentation as in the original) signed in the same way as the original and clearly marked "copy". Tenders must comprise the documents specified in Clause 16 above.

It is the responsibility of the tenderers to ensure that both the original and the copy are an identical representation of one another.

- 22.2 The tenderer's submission must be typed in, or handwritten in indelible ink. Any pages on which entries or corrections to his submission have been made must be initialled by the person or persons signing the tender. All pages must be numbered consecutively by hand, machine or in any other way acceptable to the Xaghra Parish Office.
- 22.3 The tender must contain no changes or alterations, other than those made in accordance with instructions issued by the Xaghra Parish Office (issued as clarification notes) or necessitated by errors on the part of the tenderer. In the latter case, corrections must be initialled by the person signing the tender.
- 22.4 The tender will be rejected if it contains any alteration, tampering, addition or deletion to the tender documents not specified in a clarification note issued by the Xaghra Parish Office.

## **D. SUBMISSION OF TENDERS**

### ***23. Sealing and Marking of Tenders***

- 23.1 The tenders must be submitted in English and deposited at the Xaghra Parish Office **before** the deadline specified in Clause 2 or as otherwise specified in accordance with Clause 11.1 and/or 24.1. They must be submitted:

EITHER by recorded delivery (official postal/courier service) or hand delivered to:

**Domus Curialis,  
Victory Square,  
Xaghra, Gozo.**

Tenders submitted by any other means will not be considered.

- 23.2 Tenderers must seal the original and the copy of their tender as outlined in Clause 15.
- 23.3 If the outer envelope is not sealed and marked as required in Sub clause 15.1, the Xaghra Parish office will assume no responsibility for the misplacement or premature opening of the tender.

### ***24. Extension of Deadline for Submission of Tenders***

- 24.1 The Xaghra Parish may, at its own discretion, extend the deadline for submission of tenders by issuing a clarification note in accordance with Clause 11. In such cases, all rights and obligations of the Xaghra Parish Office and the tenderer regarding the original date specified in the contract notice will be subject to the new date.

### ***25. Late Tenders***

- 25.1 All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by the Xaghra Parish Office.
- 25.2 No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

### ***26. Alterations and Withdrawal of Tenders***

- 26.1 Tenderers may alter or withdraw their tenders by written notification prior to the above deadline. No tender may be altered after the deadline for submission.
- 26.2 Any notification of alteration or withdrawal must be prepared, sealed, marked and submitted in accordance with Clause 23, and the envelope must also be marked with "alteration" or "withdrawal".
- 26.3 The withdrawal of a tender in the period between the deadline for submission and the date of expiry of the validity of the tender will result in forfeiture of the tender guarantee provided for in Clause 20.

## **E. OPENING AND EVALUATION OF OFFERS**

### ***27. Opening of Tenders***

- 27.1 Tenders will be opened in public session on the date and time indicated in the timetable at Clause 2 (or as otherwise specified in accordance with Clause 11.1 and/or 24.1) at the Xaghra Parish Office, Victory Square, Xaghra by the Evaluation Committee. They will draw up a 'Summary of Tenders Received' which will be available to view on the Xaghra Parish's website, [www.xaghraparish.org](http://www.xaghraparish.org).
- 27.2 At the tender opening, the tenderers' names, the tender prices, variants, written notification of alterations and withdrawals, and any other information the Xaghra Parish Office may consider appropriate will be published.
- 27.3 Envelopes marked "withdrawal" will be read out first and returned to the tenderer.
- 27.4 Reductions or alterations to tender prices made by tenderers after submission will not be taken into consideration during the analysis and evaluation of tenders.

### ***28. Secrecy of the Procedure***

- 28.1 After the opening of the tenders, no information about the examination, clarification, evaluation or comparison of tenders or decisions about the contract award may be disclosed before the notification of award.
- 28.2 Information concerning checking, explanation, opinions and comparison of tenders and recommendations concerning the award of contract, may not be disclosed to tenderers or any other person not officially involved in the process unless otherwise permitted or required by law.
- 28.3 Any attempt by a tenderer to approach any member of the Evaluation Committee/Xaghra Parish Office directly during the evaluation period will be considered legitimate grounds for disqualifying his tender.

### ***29. Clarification of Tenders***

- 29.1 When checking and comparing tenders, the evaluation committee may ask a tenderer to clarify any aspect of his tender.
- 29.2 Such requests and the responses to them must be made by e-mail or fax. They may in no circumstances alter or try to change the price or content of the tender, except to correct arithmetical errors discovered by the evaluation committee when analysing tenders, in accordance with Clause 31.

### ***30. Tender Evaluation Process***

- 30.1 The following should be read in conjunction with Clause 27.
- 30.2 **Part 1: Administrative Compliance**

The Evaluation Committee will check the compliance of tenders with the instructions given in the tender document, and in particular the documentation submitted in respect of Clause 16.

The Evaluation Committee shall request rectifications in respect of incomplete/non-submitted information pertinent to the documentation as outlined in sub-Clause 16.1(a), 16.1(b), and 16.1(c) of these Instructions to Tenderers. Such rectification/s must be submitted within two (2) working days from notification, and will be subject to a non-refundable administrative penalty of €50: failure to comply shall result in the tender offer not being considered any further. No rectification shall be allowed in respect of the documentation as outlined in sub-Clause 16.1 (d), 16.1(e), and 16.1(f) of these Instructions to Tenderers. Only clarifications on the submitted information in respect of the latter may be eventually requested.

### 30.3 Part 2: Eligibility and Selection Compliance

Tenders which have been considered administratively compliant shall be evaluated for admissibility as outlined below:

#### *(i) Eligibility Criteria*

- Tender Form (Volume 1, Section 2)

#### *(ii) Selection Criteria*

- Evidence of technical capacity

### 30.4 Part 3: Technical Compliance

At this step of the evaluation process, the Evaluation Committee will analyse the administratively-compliant tenders' technical conformity in relation to the technical specifications (Volume 3, and the documentation requested by the Contracting Authority as per sub-Clause 16(e)), classifying them technically compliant or non-compliant.

Tenders who are deemed to be provisionally technically compliant through the evaluation of their technical offer (especially the specifications) shall be requested to submit samples so that the Evaluation Committee will corroborate the technical compliance of the offers received.

### 30.5 Part 4. Financial Evaluation

The financial offers for tenders which were not eliminated during the technical evaluation (i.e., those found to be technically compliant) will be evaluated.

The Evaluation Committee will check that the financial offers contain no arithmetical errors as outlined in Clause 31.

## ***31. Correction of Arithmetical Errors***

31.1 Admissible tenders will be checked for arithmetical errors by the Evaluation Committee. Errors will be corrected as follows:

- (a) where there is a discrepancy between amounts in figures and in words, the amount in words will prevail;
- (b) where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will prevail.

31.2 The amount stated in the tender will be adjusted by the Evaluation Committee in the event of error, and the tenderer will be bound by that adjusted amount. In this regard, the Evaluation Committee shall seek the prior approval of the General Contracts Committee to communicate the revised price to the tenderer. If the tenderer does not accept the adjustment, his tender will be rejected and his tender guarantee forfeited.

31.3 When analysing the tender, the evaluation committee will determine the final tender price after adjusting it on the basis of Clause 31.1.

## **F. CONTRACT AWARD**

### ***32. Criteria for Award***

- 32.1 The sole award criterion will be the price. The contract will be awarded to the cheapest priced tender satisfying the administrative and technical criteria.

### ***33. Right Of The Xaghra Parish Office To Accept Or Reject Any Tender***

- 33.1 The Xaghra Parish Office reserves the right to accept or reject any tender and/or to cancel the whole tender procedure and reject all tenders. The Xaghra Parish Office reserves the right to initiate a new invitation to tender.
- 33.2 The Xaghra Parish Office reserves the right to conclude the contract with the successful tenderer within the limits of the funds available. It can decide to reduce the scope of the works or to ask for a discount from the cheapest compliant tenderer.
- 33.3 In the event of a tender procedure's cancellation, tenderers will be notified by the Xaghra Parish Office. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the sealed envelopes will be returned, unopened, to the tenderers.
- 33.4 Cancellation may occur where:
- (a) the tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no response at all;
  - (b) the economic or technical parameters of the project have been fundamentally altered;
  - (c) exceptional circumstances or force majeure render normal performance of the project impossible;
  - (d) all technically compliant tenders exceed the financial resources available;
  - (e) there have been irregularities in the procedure, in particular where these have prevented fair competition.

In no circumstances will the Xaghra Parish Office be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of a tender, even if the Xaghra Parish Office has been advised of the possibility of damages. The publication of a contract notice does not commit the Xaghra Parish Office to implement the programme or project announced.

### ***34. Notification of Award, Contract Clarifications***

- 34.1 Prior to the expiration of the period of validity of tenders, the Xaghra Parish Office will notify the successful tenderer, in writing, that his tender has been recommended for award by the General Contracts Committee, pending any appeal being lodged in terms of Part XIII of the Public Procurement Regulations (being reproduced in Volume 1, Section 6).
- 34.2 Unsuccessful bidders shall be notified with the outcome of the evaluation process, and will be provided the following information:
- (i) the criteria for award;
  - (ii) the name of the successful tenderer;
  - (iii) the recommended price of the successful bidder;
  - (iv) the reasons why the tenderer did not meet the technical specifications/notification that the offer was not the cheapest (if applicable);

### **35. Contract Signing and Performance Guarantee**

- 35.1 After the lapse of the appeals period, and pending that no objections have been received and/or upheld, the successful tenderer may be invited to clarify certain contractual questions raised therein. Such clarification will be confined to issues that had no direct bearing on the choice of the successful tender. The outcome of any such clarifications will be set out in a Memorandum of Understanding, to be signed by both parties and incorporated into the contract.
- 35.2 Within 15 calendar days of receiving the contract (against acknowledgment of receipt) from the Xaghra Parish Office, the successful tenderer will sign and date the contract and return it to the Xaghra Parish Office with the performance guarantee and the Financial Identification Form (if applicable). On signing of the contract by the Xaghra Parish Office, the successful tenderer will become the Contractor and the contract will enter into force.
- 35.3 Before the Xaghra Parish Office signs the contract with the successful tenderer, the successful tenderer may be requested to provide the documentary proof or statements required to show that it does not fall into any of the exclusion situations listed in Clause 7 of the Tender Form (Volume 1, Section 2). The above mentioned documents must be submitted by every member of a Joint Venture/Consortium (if applicable).
- 35.4 If the selected tenderer fails to sign and return the contract, other required documentation, and any guarantees required within the prescribed 15 calendar days, the Xaghra Parish Office may consider the acceptance of the tender to be cancelled without prejudice to the Xaghra Parish Office's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the Xaghra Parish Office.
- The tenderer whose tender has been evaluated as second cheapest may be recommended for award, and so on and so forth.
- 35.5 Only the signed contract will constitute an official commitment on the part of the Xaghra Parish Office, and activities may not begin until the contract has been signed by the Xaghra Parish Office and the successful tenderer.
- 35.6 The performance guarantee referred to in the General Conditions is set at 10% of the amount of the contract and must be presented in the form specified in Volume 2, Section 4, to the tender document the performance guarantee shall be released within 30 days of the signing of the Final Statement of Account (Final Bill), unless the Special Conditions provide otherwise.

### **36. Commencement of Works (Order To Start Works)**

- 36.1 Following the signing of the contract by both parties, the Supervisor will issue a written notice of commencement of the works in accordance with the General Conditions, as specified by the Special Conditions.
- 36.2 The Contractor must inform the Xaghra Parish Office's representative by return that he has received the notice.

## **G. MISCELLANEOUS**

### ***37. Ethics Clauses***

- 37.1 Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Xaghra Parish Office during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his candidacy or tender and may result in administrative penalties.
- 37.2 Without the Xaghra Parish Office's prior written authorisation, the Contractor and his staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or sub-contracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other programmes or projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.
- 37.3 When putting forward a candidacy or tender, the candidate or tenderer must declare that he is affected by no potential conflict of interest, and that he has no particular link with other tenderers or parties involved in the project.
- 37.4 The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of his profession. He must refrain from making public statements about the project or services without the Contracting Authority's prior approval. He may not commit the Contracting Authority in any way without its prior written consent.
- 37.5 For the duration of the contract, the Contractor and his staff must respect human rights and undertake not to offend the political, cultural and religious morals of Malta.
- 37.6 The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.
- 37.7 The Contractor and his staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor are confidential.
- 37.8 The contract governs the Parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.
- 37.9 The Contractor shall refrain from any relationship likely to compromise his independence or that of his staff. If the Contractor ceases to be independent, the Xaghra Parish Office may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.
- 37.10 The tender(s) concerned will be rejected or the contract terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

### ***38. Data Protection and Freedom of Information***

- 38.1 Any personal data submitted in the framework of the procurement procedure and/or subsequently included in the contract shall be processed pursuant to the Data Protection Act (2001). It shall be processed solely for the purposes of the performance, management and follow-up of the procurement procedure and/or subsequent contract by the Xaghra Parish Office without prejudice to possible transmission to bodies charged with a monitoring task in conformity with National and/or Community law.



- 38.2 The provisions of this contract are without prejudice to the obligations of the Xaghra Parish Office in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). The Xaghra Parish Office, prior to disclosure of any information to a third party in relation to any provisions of this contract which have not yet been made public, shall consult the contractor in accordance with the provisions of the said Act, pertinent subsidiary legislation and the Code of Practice issued pursuant to the Act. Such consultation shall in no way prejudice the obligations of the Xaghra Parish Office in terms of the Act.

### ***39. Gender Equality***

- 39.1 In carrying out his/her obligations in pursuance of this contract, the tenderer shall ensure the application of the principle of gender equality and shall thus 'inter alia' refrain from discriminating on the grounds of gender, marital status or family responsibilities. Tenderers are to ensure that these principles are manifest in the organigram of the company where the principles aforementioned, including the selection criteria for access to all jobs or posts, at all levels of the occupation hierarchy are amply proven. In this document words importing one gender shall also include the other gender.

# VOLUME 1 SECTION 2 - TENDER FORM

Publication reference: XAPA02  
 Works Tender for Civil Works at Xaghra Parish Parvis

|  |   |   |  |
|--|---|---|--|
| <b>A. TENDER SUBMITTED BY:</b>   | <i>(This will be included in the Summary of Tenders Received)</i> |   |  |
| <b>In case of a Joint Venture/Consortium:<br/>Name(s) of Leader/Partner(s)</b> | <b>Nationality</b>  | <b>Proportion of Responsibilities<sup>2</sup></b> |  |
| Leader <sup>1</sup>  |   |   |  |
| Partner <sup>1</sup>   |   |   |  |
| Etc ...  |   |   |  |

1. Add/delete additional lines for partners as appropriate. Note that a sub-contractor is not considered to be a partner for the purposes of this tender procedure. If this tender is being submitted by an individual tenderer, the name of the tenderer should be entered as 'leader' (and all other lines should be deleted)
2. Proposed proportion of responsibilities between partners (in %) with indication of the type of the works to be performed by each partner (the company acting as the lead partner in a joint venture/consortium, they must have the ability to carry out at least 50% of the contract works by its own means. If a company is another partner in a joint venture/consortium (i.e. not the lead partner) it must have the ability to carry out at least 10% of the contract works by its own means).

|     | Work intended to be sub-contracted | Name and details of sub-contractors | Value of sub-contracting as percentage of the total cost <sup>3</sup> | Experience in similar works (details to be specified) |
|-----|------------------------------------|-------------------------------------|---|---|
| 1   |                                    |                                     |   |   |
| 2   |                                    |                                     |   |   |
| (.) |                                    |                                     |   |   |

3. The maximum amount of sub-contracting must not exceed 50% of the total contract value. The main contractor must have the ability to carry out at least 50% of the contract works by his own means.

**B CONTACT PERSON (for this tender)**

|                  |                         |                |              |
|------------------|-------------------------|----------------|--------------|
| <b>Name</b>      |                         | <b>Surname</b> |              |
| <b>Telephone</b> | (____) _____            | <b>Fax</b>     | (____) _____ |
| <b>Address</b>   | .....<br>.....<br>..... |                |              |
| <b>E-mail</b>    |                         |                |              |

C TENDERER'S DECLARATION(S)

To be completed and signed by the tenderer (including each partner in a consortium).

In response to your letter of invitation to tender for the above contract, we, the undersigned, hereby declare that:

- 1 We have examined, and accept in full and in its entirety, the content of this tender document (including subsequent Clarifications Notes issued by the Xaghra Parish Office) for invitation to tender No [\_\_\_\_\_/\_\_\_\_\_] of [...../...../.....]. We hereby accept the contents thereto in their entirety, without reservation or restriction. We also understand that any disagreement, contradiction, alteration or deviation shall lead to our tender offer not being considered any further.
- 2 We offer to execute, in accordance with the terms of the tender document and the conditions and time limits laid down, without reserve or restriction, the following works:

**Civil works, paving works and other ancillary works at Xaghra parish parvis, Gozo**

- 3 The total price of our tender (inclusive of duties, VAT, other taxes and any discounts) is:

[.....]

- 4 This tender is valid for a period of 150 days from the final date for submission of tenders.
- 5 If our tender is accepted, we undertake to provide a performance guarantee of 10% of the contract value as required by the General Conditions.
- 6 We are making this application in our own right and [as partner in the consortium led by < name of the leader / ourselves > ] for this tender. We confirm that we are not tendering for the same contract in any other form. [We confirm, as a partner in the consortium, that all partners are jointly and severally liable by law for the performance of the contract, that the lead partner is authorised to bind, and receive instructions for and on behalf of, each member, and that all partners in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's performance]. We are fully aware that, in the case of a consortium, the composition of the consortium cannot be modified in the course of the tender procedure.
- 7 We are not bankrupt or under an administration appointed by the Court, or under proceedings leading to a declaration of bankruptcy. We also declare that we have not been convicted criminally, or found guilty of professional misconduct. Furthermore, we are up-to-date in the payment of social security contributions and other taxes.
- 8 We accept that we shall be excluded from participation in the award of this tender if compliance certificates in respect of declarations made under Clause 7 of this declaration are not submitted by the indicated dates.
- 9 We agree to abide by the ethics clauses of the instructions to tenderers and, in particular, have no potential conflict of interests or any relation with other candidates or other parties in the tender procedure at the time of the submission of this application. We have no interest of any nature whatsoever in any other tender in this procedure. We recognise that our tender may be excluded if we propose key experts who have been involved in preparing this project or engage such personnel as advisers in the preparation of our tender.
- 10 We will inform the Xaghra Parish Office immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any false, inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the Government of Malta and the European Communities.
- 11 Our tender submission has been made in conformity with the Instructions to Tenderers, and in this respect we confirm having included in the appropriate packages as required, the following documentation:

- (a) **Tender Guarantee**
  - o not applicable
- (b) **General Information** <sup>(Note 2)</sup>
  - o Statement on Conditions of Employment
- Selection Criteria** <sup>(Note 2)</sup>
- (c) **Financial and Economic Standing** <sup>(Note 2)</sup>  
*No financial requirements*
- (d) **Technical Capacity** <sup>(Note 3)</sup>
  - List of plant and equipment
  - List of personnel
  - Data on subcontractors
- (e) **Evaluation Criteria/Technical Specifications** <sup>(Note 3)</sup>
  - Tenderer's Technical Offer
  - Literature /List of Samples
- (f) **Tender Form, and Financial Offer/Bill of Quantities** <sup>(Note 3)</sup>

**Notes:**

1. *Not applicable*
2. *Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within two working days from notification. This is indicated by the symbol o*
3. *No rectification shall be allowed. Only clarifications on the submitted information may be requested. This is indicated by the symbol ●*

- 12 I acknowledge that the Xaghra Parish Office shall request rectifications in respect of incomplete/non-submitted information pertinent to the documentation listed in Clause 11(a), 11(b), and 11(c) of this Tender Form. We understand that such rectification/s must be submitted within two (2) working days, and will be subject to a non-refundable administrative penalty of €50, and that failure to comply shall result in our offer not being considered any further.
- 13 We note that the Xaghra Parish Office is not bound to proceed with this invitation to tender and that it reserves the right to cancel or award only part of the contract. It will incur no liability towards us should it do so.

Name and Surname: \_\_\_\_\_

I.D. / Passport Number: \_\_\_\_\_

Signature of tenderer: \_\_\_\_\_

Duly authorised to sign this tender on behalf of: \_\_\_\_\_

Company/Lead Partner VAT No: \_\_\_\_\_  
*(if applicable)*

Stamp of the firm/company: \_\_\_\_\_

Place and date: \_\_\_\_\_

# VOLUME 1 SECTION 4 - TENDERER'S STATEMENTS

## 1. Statement on Conditions of Employment

|  |
|--|
| Tenderers are to ensure that self-employed personnel are not engaged on this contract.<br>Non-compliance will invalidate the contract. |
|--|

It is hereby declared that all employees engaged on this contract shall enjoy working conditions such as wages, salaries, vacation and sick leave, maternity and parental leave as provided for in the relative Employment Legislation. Furthermore, we shall comply with Chapter 424 of the Laws of Malta (Occupational Health and Safety Authority Act) as well as any other national legislation, regulations, standards and/or codes of practice or any amendment thereto in effect during the execution of the contract.

In the event that it is proved otherwise during the execution of the contract it is hereby being consented that the contract is terminated with immediate effect and that no claim for damages or compensation be raised by us.

Signature: .....

*(the person or persons authorised to sign on behalf of the tenderer)*

Date: .....

## 2. Literature/List of Samples

1. List of literature to be submitted with the tender:

| Item | Description   |
|------|---|
| 1.1  | Technical Data for Cream Travertine to be supplied as per specifications <b>giving information confirming the required material properties listed in the specifications.</b>        |
| 1.2  | Technical Data for Brown (Noce) Travertine to be supplied as per specifications <b>giving information confirming the required material properties listed in the specifications.</b> |
|      |   |

2. List of samples to be submitted with the tender:

| Item | Description   | Reference in Technical Specifications |
|------|---|---------------------------------------|
| 2.1  | Cream Travertine, size of sample 20cm x 20cm minimum, 40mm thickness and finish as per specifications*  | PT                                    |
| 2.2  | Noce Travertine, size of sample 20cm x 20cm minimum, 40mm thickness and finish as per specifications*   | PT                                    |
|      | * If Tenderers are proposing a variant solution for the finishing of the paving slabs; the sample to be submitted shall be in the finish being proposed for the variant solution. |                                       |

Signature: .....

*(the person or persons authorised to sign on behalf of the tenderer)*

Date: .....

## VOLUME 1 SECTION 5 - GLOSSARY

### Definitions

*Note: the present definitions are given here for convenience only, in the context of the tender procedure. The definitions set out in the contract as concluded are determining for the relations between the parties to the contract.*

**Administrative order:** Any instruction or order issued by the Engineer to the Contractor in writing regarding the execution of the works.

**Breakdown of the overall price:** A heading-by-heading list of the rates and costs making up the price for a lump-sum contract.

**Contracting Authority:** means the final beneficiary

**Conflict of interest:** Any event influencing the capacity of a candidate, tenderer or supplier to give an objective and impartial professional opinion, or preventing him, at any moment, from giving priority to the interests of the Xaghra Parish Office and the Contracting Authority. Any consideration relating to possible contracts in the future or conflict with other commitments, past or present, of a candidate, tenderer or supplier, or any conflict with his own interests. These restrictions also apply to sub-contractors and employees of the candidate, tenderer or supplier.

**Contract value:** The total value of the contract to be paid by the Contracting Authority in terms of the agreed terms and conditions.

**Contractor:** The successful tenderer, once all parties have signed the contract.

**Day:** Calendar day.

**Dayworks:** Varied work inputs subject to payment on an hourly basis for the Contractor's employees and plant.

**Defects Notification Period:** The period stated in the contract immediately following the date of provisional acceptance, during which the Contractor is required to complete the works and to remedy defects or faults as instructed by the Engineer.

**Drawings:** Drawings provided by the Contracting Authority and/or the Engineer, and/or drawings provided by the Contractor and approved by the Engineer, for the carrying out of the works.

**Engineer's representative:** Any natural or legal person, designated by the Engineer as such under the contract, and empowered to represent the Engineer in the performance of his functions, and in exercising such rights and/or powers as have been delegated to him. In this case, references to the Engineer will include his representative.

**Equipment:** Machinery, apparatus, components and any other articles intended for use in the works

**Evaluation committee:** a committee made up of an odd number of voting members (at least three) appointed by the Xaghra Parish Office and possessing the technical, linguistic and administrative capacities necessary to give an informed opinion on tenders.

**Final acceptance certificate:** Certificate(s) issued by the Engineer to the Contractor at the end of the defects notification period stating that the Contractor has completed his obligations to construct, complete, and maintain the works concerned.

**Foreign currency:** Any currency permissible under the applicable provisions and regulations other than the Euro, which has been indicated in the tender.

**General conditions:** The general contractual provisions setting out the administrative, financial, legal and technical clauses governing the execution of contracts.

**General damages:** The sum not stated beforehand in the contract, which is awarded by a court or an arbitration tribunal, or agreed between the parties, as compensation payable to an injured party for a breach of the contract by the other party.

**In writing:** This includes any hand-written, typed or printed communication, including fax transmissions and electronic mail (e-mail).

**Liquidated damages:** The sum stated in the contract as compensation payable by the Contractor to the Contracting Authority for failure to complete the contract or part thereof within the periods under the contract, or as payable by either party to the other for any specific breach identified in the contract.

**Modification:** An instruction given by the Engineer which modifies the works.

**National currency:** The currency of the country of the Contracting Authority.

**Period:** A period begins the day after the act or event chosen as its starting point. Where the last day of a period is not a working day, the period expires at the end of the next working day.

**Plant:** appliances and other machinery, and, where applicable under the law and/or practice of the state of the Contracting Authority, the temporary structures on the site required to carry out the works but excluding equipment or other items required to form part of the permanent works.

**Provisional sum:** A sum included in the contract and so designated for the execution of works or the supply of goods, materials, plant or services, or for contingencies, which sum may be used in whole or in part, or not at all, as instructed by the Engineer.

**Site:** The places provided by the Contracting Authority where the works are to be carried out and other places stated in the contract as forming part of the site.

**Special conditions:** The special conditions laid down by the Contracting Authority as an integral part of the tender document, amplifying and supplementing the general conditions, clauses specific to the contract and the terms of reference (for a service contract) or technical specifications (for a supply or works contract).

**Supervisor/Engineer:** The legal or natural person responsible for administering the contract on behalf of the Contracting Authority.

**Tender document/s:** The dossier compiled by the Contracting Authority and containing all the documents needed to prepare and submit a tender.

**Tender price:** The sum stated by the tenderer in his tender for carrying out the contract.

**Works:** Works of a permanent or temporary nature executed under the contract.

**Written communications:** Certificates, notices, orders and instructions issued in writing under the contract.



## VOLUME 1 SECTION 7 - QUESTIONNAIRE

Form 1 - Power of Attorney  
Form 2 - Data on Joint Venture/Consortium (Where applicable)  
Form 3 - Sub-Contracting  
Form 4 - Overview of Tenderer's Personnel  
Form 5 - Personnel to be employed on this contract  
Form 6 - Plant and Equipment to be Employed on Contract  
Form 7 - Workplan and Programme of Works

### ***Notes to Tenderers***

1. All questions contained in the forms must be answered by the tenderer.
2. Additional sheets may be attached as necessary.
3. If a question does not apply to the tenderer, "not applicable" should be entered alongside with a brief explanation of why.
4. Every single page of each form must be numbered consecutively in the bottom right-hand corner.
5. Financial data and declarations presented by the tenderer must be given in Euro. Original bank statements may be also attached for reference.
6. Attached documentation/certificates must always be accompanied by a relevant translation in the language of the procedure.
7. Each partner in a joint venture/consortium must fill in and submit every form.
8. The person signing this questionnaire guarantees the truthfulness and accuracy of all the statements made.
9. The accuracy of the answers to the questionnaire, their completeness and the attached documentation will be taken into account in the tender evaluation. Please refer to Clause 1.1 of the Instructions to Tenderers.

**Form 1 - Power of Attorney**

Please attach here the power of attorney empowering the signatory of the tender and all related documentation.

Signature: .....  
*(the person or persons authorised to sign on behalf of the tenderer)*

Date: .....

**Form 2 - Data on Joint Venture/Consortium (Where applicable)**

|   |   |  |  |
|---|---|--|--|
| 1 | Name  | .....  |  |
| 2 | Managing Board's Contact Details  | Address: .....<br>.....<br>Telephone: ..... Fax: .....<br>Email: ..... |  |
| 3 | Agency in the state of the Contracting Authority, if any<br><i>(in the case of a Joint Venture/Consortium with a foreign lead partner)</i>  | Address: .....<br>.....<br>Telephone: ..... Fax: .....<br>Email: ..... |  |
| 4 | Names of Partners   | (i) .....<br>(ii) .....<br>(iii) .....<br>(iv) .....                   |  |
| 5 | Name of Lead Partner  | .....  |  |
| 6 | Agreement governing the formation of the Joint Venture/Consortium<br><i>(Enclose Joint Venture/ Consortium Agreement)</i>   |  |  |
|   | Place of Signature:   | Date of Signature:   |  |
|   | .....   | .....  |  |
| 7 | Proposed proportion of responsibilities between partners (in %) with indication of the type of the works to be performed by each*<br>* The company acting as the lead partner in a joint venture/consortium, they must have the ability to carry out at least 50% of the contract works by its own means. If a company is another partner in a joint venture/consortium (i.e. not the lead partner) it must have the ability to carry out at least 10% of the contract works by its own means |  |  |
|   | ..... - .....%  | ..... - .....%   |  |
|   | ..... - .....%  | ..... - .....%   |  |

Signature: .....  
*(the person or persons authorised to sign on behalf of the tenderer)*

Date: .....

### Form 3 - Sub-Contracting

If the tenderer plans to sub-contract part of the works, he must provide the following details:

| Work intended to be sub-contracted | Name and details of sub-contractors | Value of sub-contracting as percentage of the total cost * | Experience in similar works (details to be specified) |
|------------------------------------|-------------------------------------|--|---|
|                                    |                                     |  |   |
|                                    |                                     |  |   |
|                                    |                                     |  |   |
|                                    |                                     |  |   |
|                                    |                                     |  |   |
|                                    |                                     |  |   |
|                                    |                                     |  |   |
|                                    |                                     |  |   |
|                                    |                                     |  |   |
|                                    |                                     |  |   |

**\* Note**

- The maximum amount of sub-contracting must not exceed 50% of the total contract value.
- The main contractor must have the ability to carry out at least 50% of the contract works by his own means.

Signature: .....  
*(the person or persons authorised to sign on behalf of the tenderer)*

Date: .....

**Form 4 - Overview of Tenderer's Personnel**

|          | Description   | Number |
|----------|---|--------|
| <b>A</b> | <b>Managerial</b>   |        |
|          | <ul style="list-style-type: none"> <li>• Director/s and Management</li> </ul>     |        |
| <b>B</b> | <b>Administrative</b>   |        |
|          | <ul style="list-style-type: none"> <li>• Administrative Staff</li> </ul>          |        |
| <b>C</b> | <b>Key Experts</b>  |        |
|          | <ul style="list-style-type: none"> <li>• Project Manager/s</li> </ul>             |        |
|          | <ul style="list-style-type: none"> <li>• Architect and Civil Engineers</li> </ul> |        |
|          | <ul style="list-style-type: none"> <li>• Surveyors</li> </ul>                     |        |
| <b>D</b> | <b>Other Experts</b>  |        |
|          | <ul style="list-style-type: none"> <li>• Foremen</li> </ul>                       |        |
|          | <ul style="list-style-type: none"> <li>• Mechanics</li> </ul>                     |        |
|          | <ul style="list-style-type: none"> <li>• Technicians</li> </ul>                   |        |
|          | <ul style="list-style-type: none"> <li>• Other Skilled Staff</li> </ul>           |        |
|          |   |        |
|          | <b>TOTAL</b>  |        |

Signature: .....

(the person or persons authorised to sign on behalf of the tenderer)

Date: .....

**Form 5 - Personnel to be employed on this contract**

The Evaluation Committee reserves the right to request the CVs at evaluation stage

| Position  | Name and Surname | Nationality | Age | Level of Education | Years of Experience   |                        | Major Works for which was responsible<br><i>(Include additional pages if necessary)</i> |                   |
|---|------------------|-------------|-----|--------------------|-----------------------|------------------------|---|-------------------|
|   |                  |             |     |                    | <i>Within Company</i> | <i>In Construction</i> | <i>Project</i>  | <i>Value in €</i> |
| <b>Architect with 5 years' experience after warrant</b> |                  |             |     |                    |                       |                        |   |                   |
|   |                  |             |     |                    |                       |                        |   |                   |
| <b>Foreman</b>  |                  |             |     |                    |                       |                        |   |                   |
|   |                  |             |     |                    |                       |                        |   |                   |
| <b>Other Personnel</b>                                  |                  |             |     |                    |                       |                        |   |                   |
| Archaeological Monitor                                  |                  |             |     |                    |                       |                        |   |                   |
| Health and Safety officer                               |                  |             |     |                    |                       |                        |   |                   |
| Licensed mason  |                  |             |     |                    |                       |                        |   |                   |
| Skilled tile layer with at least 5 years' experience    |                  |             |     |                    |                       |                        |   |                   |

## Personnel to be employed on this contract

Site Operatives to be employed on this contract

|          | Description   | Number |
|----------|---|--------|
|          |   |        |
| <b>A</b> | <b>Site Management</b>  |        |
|          | <ul style="list-style-type: none"> <li>• Site Manager/s</li> </ul>                |        |
|          |   |        |
| <b>B</b> | <b>Administrative</b>   |        |
|          | <ul style="list-style-type: none"> <li>• Administrative Staff</li> </ul>          |        |
|          |   |        |
| <b>C</b> | <b>Technical</b>  |        |
|          | <ul style="list-style-type: none"> <li>• Engineers</li> </ul>                     |        |
|          | <ul style="list-style-type: none"> <li>• Surveyors</li> </ul>                     |        |
|          | <ul style="list-style-type: none"> <li>• Foremen</li> </ul>                       |        |
|          | <ul style="list-style-type: none"> <li>• Mechanics</li> </ul>                     |        |
|          | <ul style="list-style-type: none"> <li>• Technicians</li> </ul>                   |        |
|          | <ul style="list-style-type: none"> <li>• Machine Operators</li> </ul>             |        |
|          | <ul style="list-style-type: none"> <li>• Drivers</li> </ul>                       |        |
|          | <ul style="list-style-type: none"> <li>• Other Skilled Staff</li> </ul>           |        |
|          | <ul style="list-style-type: none"> <li>• Labourers and Unskilled Staff</li> </ul> |        |
|          |   |        |
|          | <b>TOTAL</b>  |        |

Signature: .....

*(the person or persons authorised to sign on behalf of the tenderer)*

Date: .....

### Form 6 - Plant and Equipment to be Employed on Contract

Plant proposed and available for the performance of the contract

|            | DESCRIPTION<br>(Type/Make/Model) | Power/<br>Capacity | Number<br>Of Units | Age<br>(Years) | Owned (O),<br>Hired (H), and<br>% of ownership | Origin<br>(Country) | Present<br>approximate<br>value in € |
|------------|----------------------------------|--------------------|--------------------|----------------|--|---------------------|--------------------------------------|
| <b>(A)</b> | <b>CONSTRUCTION PLANT</b>        |                    |                    |                |  |                     |                                      |
|            |                                  |                    |                    |                | ____ / .....%                                  |                     |                                      |
|            |                                  |                    |                    |                | ____ / .....%                                  |                     |                                      |
|            |                                  |                    |                    |                | ____ / .....%                                  |                     |                                      |
|            |                                  |                    |                    |                | ____ / .....%                                  |                     |                                      |
|            |                                  |                    |                    |                | ____ / .....%                                  |                     |                                      |
|            |                                  |                    |                    |                | ____ / .....%                                  |                     |                                      |
|            |                                  |                    |                    |                | ____ / .....%                                  |                     |                                      |
|            |                                  |                    |                    |                | ____ / .....%                                  |                     |                                      |
|            |                                  |                    |                    |                | ____ / .....%                                  |                     |                                      |
|            |                                  |                    |                    |                | ____ / .....%                                  |                     |                                      |
|            |                                  |                    |                    |                | ____ / .....%                                  |                     |                                      |
|            |                                  |                    |                    |                | ____ / .....%                                  |                     |                                      |
|            |                                  |                    |                    |                | ____ / .....%                                  |                     |                                      |
|            |                                  |                    |                    |                | ____ / .....%                                  |                     |                                      |
|            |                                  |                    |                    |                | ____ / .....%                                  |                     |                                      |
|            |                                  |                    |                    |                | ____ / .....%                                  |                     |                                      |
|            |                                  |                    |                    |                | ____ / .....%                                  |                     |                                      |
|            |                                  |                    |                    |                | ____ / .....%                                  |                     |                                      |
|            |                                  |                    |                    |                | ____ / .....%                                  |                     |                                      |
|            |                                  |                    |                    |                | ____ / .....%                                  |                     |                                      |
|            |                                  |                    |                    |                | ____ / .....%                                  |                     |                                      |
|            |                                  |                    |                    |                | ____ / .....%                                  |                     |                                      |
|            |                                  |                    |                    |                | ____ / .....%                                  |                     |                                      |
|            |                                  |                    |                    |                | ____ / .....%                                  |                     |                                      |
|            |                                  |                    |                    |                | ____ / .....%                                  |                     |                                      |
|            |                                  |                    |                    |                | ____ / .....%                                  |                     |                                      |
|            |                                  |                    |                    |                | ____ / .....%                                  |                     |                                      |
|            |                                  |                    |                    |                | ____ / .....%                                  |                     |                                      |
|            |                                  |                    |                    |                | ____ / .....%                                  |                     |                                      |
|            |                                  |                    |                    |                | ____ / .....%                                  |                     |                                      |

(Continued)



|            | DESCRIPTION<br>(Type/Make/Model) | Power/<br>Capacity | Number<br>Of Units | Age<br>(Years) | Owned (O),<br>Hired (H), and<br>% of ownership | Origin<br>(Country) | Present<br>approximate<br>value in € |
|------------|----------------------------------|--------------------|--------------------|----------------|--|---------------------|--------------------------------------|
|            |                                  |                    |                    |                |  |                     |                                      |
| <b>(B)</b> | <b>VEHICLES &amp; TRUCKS</b>     |                    |                    |                |  |                     |                                      |
|            |                                  |                    |                    |                | _____ / .....%                                 |                     |                                      |
|            |                                  |                    |                    |                | _____ / .....%                                 |                     |                                      |
|            |                                  |                    |                    |                | _____ / .....%                                 |                     |                                      |
|            |                                  |                    |                    |                | _____ / .....%                                 |                     |                                      |
|            |                                  |                    |                    |                | _____ / .....%                                 |                     |                                      |
|            |                                  |                    |                    |                | _____ / .....%                                 |                     |                                      |
|            |                                  |                    |                    |                | _____ / .....%                                 |                     |                                      |
|            |                                  |                    |                    |                | _____ / .....%                                 |                     |                                      |
|            |                                  |                    |                    |                | _____ / .....%                                 |                     |                                      |
|            |                                  |                    |                    |                | _____ / .....%                                 |                     |                                      |
|            |                                  |                    |                    |                | _____ / .....%                                 |                     |                                      |
|            |                                  |                    |                    |                | _____ / .....%                                 |                     |                                      |
|            |                                  |                    |                    |                | _____ / .....%                                 |                     |                                      |
|            |                                  |                    |                    |                | _____ / .....%                                 |                     |                                      |
|            |                                  |                    |                    |                | _____ / .....%                                 |                     |                                      |
|            |                                  |                    |                    |                | _____ / .....%                                 |                     |                                      |
|            |                                  |                    |                    |                | _____ / .....%                                 |                     |                                      |
| <b>(C)</b> | <b>OTHER PLANT</b>               |                    |                    |                |  |                     |                                      |
|            |                                  |                    |                    |                | _____ / .....%                                 |                     |                                      |
|            |                                  |                    |                    |                | _____ / .....%                                 |                     |                                      |
|            |                                  |                    |                    |                | _____ / .....%                                 |                     |                                      |
|            |                                  |                    |                    |                | _____ / .....%                                 |                     |                                      |
|            |                                  |                    |                    |                | _____ / .....%                                 |                     |                                      |
|            |                                  |                    |                    |                | _____ / .....%                                 |                     |                                      |
|            |                                  |                    |                    |                | _____ / .....%                                 |                     |                                      |
|            |                                  |                    |                    |                | _____ / .....%                                 |                     |                                      |

Signature: .....

(the person or persons authorised to sign on behalf of the tenderer)

Date: .....

## ***Form 7 - Workplan and Programme of Works***

Please attach a Programme of Works (be it written or in graphic form as a Gantt chart) in relation to this tender, describing how the tenderer plans to carry out the work and programme of timing of such works.

Signature: .....

*(the person or persons authorised to sign on behalf of the tenderer)*

Date: .....

## VOLUME 2

### VOLUME 2 SECTION 1 - DRAFT CONTRACT FORM

Financed by: ..... [Specify Source of Financing]  
Project: ..... [Title and Number]  
Contract Number: ..... [Contract Number]

This contract is concluded between:

Xaghra Parish Office  
Domus Curialis  
Victory Square  
Xaghra

(hereinafter called "The Xaghra Parish Office") on behalf of [name of Contracting Authority and address] on the one part, and

[Name of Contractor]  
[Address]

(hereinafter called "The Contractor") on the other part,

Whereas the Xaghra Parish Office is desirous that certain works should be executed by the Contractor, viz.:

#### Civil works, paving works and other ancillary works at Xaghra parish parvis, Gozo

and has accepted a tender by the Contractor for the execution and completion of such works and the remedying of any defects therein.

**It is hereby agreed as follows:**

1. In this contract words and expressions shall have the meanings assigned to them in the contractual conditions set out below.
2. The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:
  - (a) this Contract,
  - (b) the Special Conditions,
  - (c) the General Conditions,
  - (d) the technical specifications, bill of quantities and design documentation,
  - (e) the Contractor's technical offer (including any clarifications made during adjudication),
  - (f) the bill of quantities (after arithmetical corrections)/breakdown,
  - (g) the tender form,
  - (h) any other documents forming part of the contract.

Addenda shall have the order of precedence of the document they are modifying.

3. In consideration of the payments to be made by the Contracting Authority to the Contractor as hereinafter mentioned, the Contractor undertakes to execute and complete the works and remedy defects therein in full compliance with the provisions of the contract.
4. The Contracting Authority hereby agrees to pay the Contractor in consideration of the execution and completion of the works and remedying of defects therein the amount of:
  - Contract price (*including* VAT/other taxes): €.....
  - Contract price in words:..... Euro

or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract. VAT shall be paid in compliance with National Law (in particular the VAT Act 1998, the Act No X of 2003 and relevant Legal Notices).

5. The Contractor hereby agrees to submit a performance guarantee amounting to €..... equivalent to 10% of the contract value together with the signed contract.
6. In witness whereof the parties hereto have signed the contract. This contract shall take effect on the date on which it is signed by the last party.
7. The provisions of this contract are without prejudice to the obligations of the Xaghra Parish Office in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). The Xaghra Parish Office, prior to disclosure of any information to a third party in relation to any provisions of this contract which have not yet been made public, shall consult the contractor in accordance with the provisions of the said Act, pertinent subsidiary legislation and the Code of Practice issued pursuant to the Act. Such consultation shall in no way prejudice the obligations of the Xaghra Parish Office in terms of the Act.

Done in English in three originals: one for the Xaghra Parish Office, one for the Contracting Authority, and one for the Contractor.

**Xaghra Parish Office:**

**Contractor:**

Signed by:

Signed by:

.....

.....

In the capacity of:

In the capacity of:

.....

.....

Being fully authorized by and acting on behalf of

Being fully authorized by and acting on behalf of

.....

.....

Date: .....

Date: .....

## VOLUME 2 SECTION 2 - GENERAL CONDITIONS

The full set of General Conditions for Works Contracts (Version 1.02 dated 1 December 2011) can be viewed/downloaded from:

[www.contracts.gov.mt/conditions](http://www.contracts.gov.mt/conditions)

It is hereby construed that the tenderers have availed themselves of these general conditions, and have read and accepted in full and without reservation the conditions outlined therein, and are therefore waiving any standard terms and conditions which they may have.

These general conditions will form an integral part of the contract that will be signed with the successful tenderer/s.

## VOLUME 2 SECTION 3 - SPECIAL CONDITIONS

These conditions amplify and supplement, if necessary, the General Conditions governing the contract. Unless the Special Conditions provide otherwise, those General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the Articles of the General Conditions. Other Special Conditions should be indicated afterwards.

### Article 2: Law and language of the contract

- 2.1 The Laws of Malta shall apply in all matters not covered by the provisions of the contract.
- 2.2 The language used shall be English.

### Article 4: Communications

Address and contact details of the Xaghra Parish office:  
Domus Curialis, Victory Square, Xaghra, Gozo  
Telephone: 21558714  
Email: [tenders@xaghraparish.org](mailto:tenders@xaghraparish.org)

### Article 8: Supply of Documents

During the execution of the works falling under this contract, the Supervisor shall have the authority to issue to the Contractor, on behalf of the Contracting Authority, further administrative orders incorporating such supplementary documents, drawings and instructions as are necessary for the proper execution of the works and the remedying of any defects therein. The issue of such further orders will in no way invalidate this contract.

### Article 10: Assistance with Local Regulations

The responsibility for ensuring compliance with local regulations and for obtaining all necessary permits and licences rests solely on the contractor.

### Article 11: The Contractor's Obligations

- Further to what is stated in the General Conditions, any materials, plant, equipment and all other items, whether of a temporary or permanent nature, required for the design, execution and completion of works and for their maintenance and the remedying of any defects therein shall be taken as forming part of the works and the Contractor shall not be entitled to any extra claims in this regard.
- The Contractor or his representative shall be on the site of works during all working hours and assume full responsibility of the works. He shall also have means of communication at all hours so that instructions can be given to the contractor as required. The Contractor's representative shall be empowered to receive and act on the instructions given by the Supervisor and any such instructions, directives or explanations shall be held to have been given to the Contractor in person. The representative shall be a competent person for the type of works tendered and is to be acceptable to the Contracting Authority, the Supervisor and their representatives.
- Besides the works as specified in this document, the Contractor shall be bound to guarantee the rectification of defects of and damages to the works and the maintenance of all areas and/or installations covered by the tender for a period of 12 months from completion of works as certified by the issue of the provisional acceptance certificate.

### **Article 13: Performance Guarantee**

- 13.1 The Performance guarantee to be furnished shall be equal to 10 percent of the amount of the contract price, including any amounts stipulated in addenda to the contract.
- 13.3 The performance guarantee shall be in the format given in Section 5 and shall be provided in the form of a bank guarantee. It shall be issued by a bank in accordance with the eligibility criteria applicable for the award of the contract.
- 13.8 The performance guarantee shall be released within 30 days of the signing of the final statement of account provided that the required Retention Guarantee has been furnished by that date.

### **Article 14: Insurance**

Without any prejudice to clauses in General Conditions, on being awarded the contract, the contractor is required to insure against risk of damage to the fabric of the building being restored for the amount of €233,000 per accident with the number of occurrences unlimited.

Without any prejudice to clauses in General conditions, on being awarded the contract, the Contractor shall insure against legal liabilities for death or injury to any person (other than his employees or those of subcontractors) or for loss or damage to any third party material property. Such insurance shall be for a minimum amount of €233,000 per accident with the number of occurrences unlimited.

All insurances referred to in this Article shall be taken out within 15 days of the notification of the award of the contract, and shall be subject to approval by the Contracting Authority. Such insurance shall take effect from the commencement of the works and remain in force until final acceptance of the works. On being asked to do so, the Contractor shall promptly present the insurance policy and proof that premiums have been duly paid.

### **Article 15: Performance Programme (Timetable)**

Further to the intended programme of works submitted at tendering stage and if requested by the Supervisor, the Contractor shall submit to the Supervisor within five days from the signature of the Contract a detailed programme of performance of the contract. The detailed programme to be submitted shall outline how all the works identified in the Bill will be executed within the established deadline. The said programme shall make reference to each work item establishing their start date and duration. The programme shall also indicate the sequential relationship between the various work items with the identification of relevant milestones. The programme shall also take into consideration the liaising required with other contractors and/or entities during the period of performance of this contract.

### **Article 18: Tender Prices**

Further to what is stated in the General Conditions, Specifications and Bill of Quantities, the Contractor shall be deemed to have taken into consideration, before submitting his Tender:

- a) The possible need of having to work beyond normal working hours to ensure completion of the works by the period of performance stated in the tender.
- b) All precautions necessary to allow safe access to third parties into the church both through the side entrances and at the times and occasions specified in this tender dossier even through the front door during the execution of the works.
- c) The need for minimization of noise and other nuisance generated from the works particularly at times when services are being conducted in the church. No works will be carried out on Sundays and the church feast days. The programme of works shall be discussed with the Xaghra Parish in view of any days during which no works will be allowed.

## **Article 20: Safety on site**

During execution of the works, the contractor shall leave at least one of the side doors available as an access to the church.

The Contractor shall be bound to make at his own expense all necessary arrangements including the execution of temporary works as may be required to allow such access. The Contractor shall ensure that all works, and in particular the mounting of any scaffolding is such as to ensure full safety to persons accessing the church and passersby. The Contractor shall forbid access to the site to any person not involved in the performance of the contract, with the exception of persons authorized by the Supervisor or representatives of the Contracting Authority. On particular occasions to be identified by the Xaghra Parish, the Contractor shall be bound to allow access into and out of the church from the parvis to third parties and to all persons authorized by the Xaghra parish.

## **Article 21: Safeguarding of adjacent properties**

Further to the clauses in the General conditions, the Contractor shall be deemed to have taken into consideration prior to submitting his tender all necessary expenses incurred to ensure that all works as outlined in the contract are carried out without any disturbance to the commercial activities and private residences situated in close proximity to the proposed works. Submitted tender price shall be deemed to provide for and include any costs related to any liaising with these entities, adaptations of any work practices agreed upon, temporary works required to minimize disturbance to these commercial activities and residences, as well as to indemnify the Contracting Authority against any claims raised for damages or loss of profits claimed by the affected commercial activities and private residences.

The Contractor shall also be bound to take all necessary measures to minimise as much as possible nuisance which can be caused through the generation of noise and the dispersion of dust.

## **Article 22: Interference With Traffic**

Given that the site is located within a trafficked square, all necessary safety measures, precautions and permits shall be ensured so that no interference with traffic takes place.

## **Article 25: Demolished Materials**

- 25.1 The Supervisor shall decide, during the progress of works, whether the Contracting Authority shall retain the ownership of any material which needs to be removed from the site of works as part of the Contract.
- 25.4 Unless otherwise instructed by the Supervisor during the progress of the works, the Contractor shall be responsible for the removal from the site of works of all material resulting from demolition, uptaking and replacement works and to the carting away of the same to an approved dumpsite. The contractor shall be deemed to have taken account of the expenses associated with these activities, and factored them in in his submitted rates, prior to submitting his tender. No waste material is to be allowed to accumulate on site, failure on the part of the Contractor to progressively remove demolition material, rubbish, debris etc, shall be deemed to represent incomplete work and the Supervisor shall have the right to deduct monies from interim payments to take account of such failures.

## **Article 26: Discoveries**

- 26.2/3 Any discoveries found during the excavation become the property of the Contracting Authority.

## **Article 27: Temporary Works**

- 28.1 The Contractor shall assume full responsibility for all the temporary works which inter alia may



include scaffolding, shuttering, formwork, props, mounting of winches, etc, required for the proper execution of the works.

#### **Article 31: Commencement Date**

- 31.1 Commencement date shall be within one calendar week from Order to Start works issued by the Supervisor.

#### **Article 32: Period of Execution of Tasks**

- 32.1 Works shall be completed within 3 months from OTSW.

#### **Article 34: Delays in Execution**

- 34.1 Any delays in performance from the specified programme schedule will be charged at €200 per calendar day of delay up to a maximum limit of 25% of the total Contract price.

#### **Article 35: Variations and Modifications**

- 35.7 No compensation is envisaged in this regard.
- 35.8 No compensation is envisaged in this regard.
- 35.9 This possibility is excluded.

#### **Article 37: Work Register**

- 37.1 Further to what is stated in the General Conditions, the successful contractor shall be required to maintain a detailed building file, containing detailed weekly reports in the format agreed upon and approved by the Supervisor and/or the architect and/or engineer in charge of the project. In particular, the building file shall include:
- a) Photographic record of the state of the structures covered by the tender prior to the commencement of the works and of all the interventions carried out during the progress of the works. The photographs shall also include records of any historical evidence discovered during the course of works. A digital copy of all photographs taken during the progress of the works shall be periodically (every 2 weeks) submitted to the Supervisor.
  - b) Weekly written reports detailing the works carried out during the particular week.
  - c) Updated programme of works.

The cost of such documentation shall be absorbed in the tender prices.

#### **Article 39: Quality of Works and Materials**

Further to what stated in the General Conditions, all supplies, components, intervention methodologies, materials, etc. shall be submitted to the Supervisor and/ or the Architect and/ or the Engineer in charge of the project for written preliminary technical approval, prior to their implementation or procurement.

#### **Article 40: Inspection and Testing**

Further to what stated in the General Conditions, inspection and testing of any supplies, material and component shall be carried out as the Architect and/ or Engineer in charge may instruct before it is approved for use on the project.

Testing of materials and components shall be carried out at a site/ laboratory approved by the Supervisor following all arrangements indicated in the General Conditions. Should the Supervisor not approve the site and/or laboratory proposed by the Contractor he shall have the right to choose such a site/ laboratory himself. All costs incurred during the testing of the components and/ or materials shall be borne by the Contractor.

#### **Article 43: Payments: General Principles**

43.1 Payments will be made in Euro.

Payment schedule:

An interim payment will be made 1.5 months after start of works. A final payment will be made at completion of works. Other interim payments may be possible at the discretion of the Xaghra Parish office.

10% of the value of the works carried out to date shall be retained from each interim payment. The Supervisor shall moreover have the right to deduct from such interim payments the cost of those works which in his opinion have not been satisfactorily carried out until the Contractor makes good/ amends/ or repairs such works to the Supervisor's satisfaction.

43.3 The period quoted in Article 43.3 of the General Conditions may be subject to change and may be extended according to the particular needs of the Final Beneficiary.

#### **Article 44: Pre-financing**

44.1 No prefinancing is envisaged.

#### **Article 45: Retention Monies**

45.2 The sum of money retained from the interim payments shall be of 10%. This sum shall be paid upon provisional acceptance of the works provided that the contractor shall replace the retention monies by a bank guarantee which covers a 12 month defects liability and maintenance period in the form provided in this tender document. The said retention guarantee, which shall be equivalent to 10% of the total contract price, shall be released only after the conditions requested under Art 58 are satisfied as certified by the issue of the certificate of final acceptance.

#### **Article 46: Price Revision**

46.1 No revision of rates and prices will be allowed in this contract.

46.3 Prices contained in the Contractor's tender shall be deemed:

- a) to have been determined on the basis of the conditions in force 30 days prior to the latest date fixed for submission of tenders or, in the case of direct agreement contracts, on the date of the contract;
- b) to have taken account of the legislation and the relevant tax arrangements applicable at the reference date fixed in Article 46.3(a).

46.4 In the event of changes to, or introduction of, any national or state statute, ordinance, decree or other law, or any regulation or bye-law of any local or other public authority, after the date stated in Article 46.3 which causes a change in the contractual relationship between the parties to the contract, the Contracting Authority and the Contractor shall consult on how best to proceed further under the contract, and may as a result of such consultation decide, with the prior approval of the Xaghra Parish Office:

- a) to modify the contract; or
- b) to provide for compensation for any imbalance caused by one Party to the other; or
- c) to terminate the contract by mutual agreement.

46.5 In the event of a delay in the execution of the works for which the Contractor is responsible, or at the end of the period of performance revised as necessary in accordance with the contract, there shall be no further revision of prices within the 30 days before provisional acceptance, except for the application of a new price index, if this is to the benefit of the Contracting Authority.

#### **Article 47: Measurement**

47.2 The works shall be measured as detailed in the Bill of Quantities, and as specified in the appropriate clauses in the attached Technical Specifications. Preliminary agreements as to the frequency and methodology to be adopted for the measurement of works being carried out by the Contractor shall be established between the Contractor and the Supervisor at the start of works. Measurements shall be taken on a regular basis as the work progresses. The Contractor shall be bound to inform the Supervisor beforehand whenever a possibility of a work item concealing a previous work item or items may arise.

All measurements of works carried out shall have to be confirmed or otherwise checked by the Supervisor. Before concealing any works by subsequent works the Contractor shall ensure through written notification that the Supervisor has taken or confirmed measurements of the works to be concealed. Failure of such notification shall entitle the Supervisor to revise measurements of covered items as he deems fit. The Contractor shall furthermore satisfy the Supervisor, Architect and/ or Engineer in charge that the materials are such as specified or equivalent.

#### **Article 48: Interim Payments**

48.1 One interim payment shall be made after 1.5 months from start of works and another payment at completion of works. Other interim payments may be authorised by the Contracting Authority as it deems necessary. These payments shall correspond to 90% of the cost of the works satisfactorily carried out to date. Interim payments shall be based on interim reports submitted by the Contractor for the Supervisor's approval. These interim reports shall be based on the Work Register to be kept as per conditions of Article 37 and they shall detail the works carried out to date and shall be followed by the measurements of the same works as detailed in the Bill of Quantities and as specified in Article 47 above. The interim payment shall be made as follows:

- 90% of the value of works satisfactorily carried out in the relevant period
- retentions shall be made in accordance with Article 45 which retentions shall be equal to 10% of the value of each individual payment.

The Supervisor reserves the right to deduct from such interim payments the cost of those works which in his opinion have not been satisfactorily carried out until the Contractor makes good/ amends/ or repairs such works to the Supervisor's satisfaction. Article 48.2 of the General Conditions is not applicable.

#### **Article 50: Delayed Payments**

50.1 The period quoted in Article 50.1 of the General Conditions may be subject to change according to the particular needs of the Final Beneficiary.

#### **Article 53: End Date**

The project's end date shall be three months after the completion of the works as certified by

the issue of the provisional acceptance certificate. The contractor shall however still be bound to guarantee the works carried out through this contract for a period of 12 months from the issue of the provisional acceptance certificate.

#### **Article 56: Partial Acceptance**

- 56.3 The maintenance period shall begin from the date of issue of the provisional acceptance certificate as stated in Article 57 below.

#### **Article 57: Provisional Acceptance**

Further to what stated in the General Conditions, the maintenance and defects liability period shall begin from the date of issue of the provisional acceptance certificate and shall be equivalent to one year (12 months) from the date of issue of the said certificate.

During the maintenance and defects liability period the Contractor shall be responsible for the maintenance of the restored and/ or rebuilt structures covered by this tender/ contract and for remedying defects and damages and replacing defective components, at his expense, which become apparent during this period.

#### **Article 58: Maintenance Obligations**

- 58.6 Further to what stated in the General Conditions, on completion of the works and immediately upon the issue of the provisional acceptance certificate the Contractor shall furnish the Contracting Authority with a retention guarantee which shall be equal to 10% of the total contract price.

The contractor shall guarantee that the works carried out on the structures covered by this tender/ contract are adequately maintained in their restored and/ or upgraded state for a period of 12 months from date of completion of **all** works. He shall inter alia guarantee that:

- i. No rain and/ or other surface water is allowed to find its way into the structure.
- ii. Mortar joints do not fail. All open joints which appear on any part of the restored structure are pointed as specified in this document.
- iii. No signs of damage in the form of cracks or movements or settlement of elements, parts or areas occurs. Any de-stabilised masonry skins are to be reinstated and/ or consolidated as specified in this document. This guarantee shall also cover the paving works on the parvis as it shall be the sole responsibility of the Contractor to ensure that the paving tiles/ slabs are laid in such a manner and according to the rules of the trade to ensure that they are not damaged, cracked etc. as a result of movement settlement etc. of their underlying subbase.
- iv. New stonework and/ or replaced stonework shows no signs of deterioration and/ or weathering. Any masonry work which is damaged as a result of natural and/ or man made causes is to be replaced and or otherwise restored as specified in this document and approved by the architect in charge.
- v. No subsidence occurs in the paved area and no cracks are formed in the paving material.
- vi. No rust forms on the stainless steel barriers and stainless steel railings.

Any remedial works performed during the maintenance and defects liability period shall be carried out as specified in this document and approved by the Supervisor and/ or Architect in charge of the project. The contractor shall be responsible for providing all suitable means, for obtaining all permissions, and making all the necessary arrangements with all authorities concerned to carry out all the remedial works and for carrying out the same remedial works at any height levels **at no cost** to the Contracting Authority. Failure to rectify defects and damages and to carry out the necessary maintenance during this period shall result in the forfeiture of the Guarantee.

**Article 61 : Termination by the Contracting Authority**

Further to what stated in the General Conditions, the Contracting Authority reserves the right to terminate the contract if unforeseeable circumstances give rise to variations or modifications in the works which could lead to the maximum budget available for this tender being exceeded. The Contractor shall not be entitled to claim any compensation other than the sums owing to him for work already performed.

**Article 66: Dispute Settlement by Litigation**

Any dispute between the Parties that may arise during the performance of this contract and that has not been possible to settle otherwise between the Parties shall be submitted to the arbitration of the Malta Arbitration Centre in accordance with the Arbitration Act (Chapter 387) of the Laws of Malta.

This law is based on "Model Law" which is the Model Law on International Commercial Arbitration adopted on June 21, 1985 by the United Nations Commission on International Trade Law reproduced in the First Schedule of the Arbitration Act.

**Article 71: Further Additional Clauses**

71.1 The Contractor shall be expected to attend regular progress meetings with the Contracting Authority, its representatives and other Contractors assigned work on the project by the Contracting Authority to ensure the sufficient level of collaboration necessary so that all works and project components proceed according to approved work programmes and are satisfactorily finalised on time and within budget. The frequency and duration of such meetings shall be at the discretion of the Contracting Authority. All costs incurred in relation to the attendance to such meetings shall be covered by the Contractor.

71.2 The Contracting Authority reserves the right to curtail and reduce the extent of Works indicated in the respective Tender if the available financing budget is going to be exceeded, or the time required to complete outstanding works under these contracts will go beyond the approved financing period.

71.3 Such curtailment may occur:

- a) during the adjudication and thus before the award and signing of the Contracts;
- b) during the course of the Works if setbacks of whatever nature delay the progress of the contracts.

71.4 In the event of such curtailments Tenderers or the appointed Contractor shall have no ground to claim any form of damages against the Contracting Authority, the Government or any other stake holders.

71.4 **Collaboration with other Contractors** - The successful Contractor shall be required to liaise with any persons carrying out works at the same site to ensure the successful completion of all works. The Contractor shall have no power to hold up any works.

71.5 **Making Good and Clearing Away rubbish** - Each trade is to make good after itself and provision for such works shall be made in the tendered rates as indicated in the preambles of the Bill of Quantities. Unless otherwise instructed by the Project manager, all rubbish will be cleared and carted away to an approved dump site as it accumulates from time to time during the progress of the works and on completion. Cleaning at completion stage shall be such as to allow immediate opening and public use of the site.

## VOLUME 2 SECTION 4 - SPECIMEN PERFORMANCE GUARANTEE

(LETTERHEAD OF THE REGISTERED FINANCIAL INSTITUTION PROVIDING THE GUARANTEE)

Director of Contracts  
Department of Contracts  
Notre Dame Ravelin  
Floriana FRN1600  
Malta

[Date]

Dear Sir,

Our Guarantee Number ..... for €.....

Account: [Account Holder's Name]

In connection with the contract entered into between yourself on behalf of the Director of Contracts and [Name and Address of Contractor] hereinafter referred to as "the Contractor" as per the latter's tender and your acceptance under [CT File Reference], whereby the contractor undertook the [title of contract] in accordance with Article 13 of the Special Conditions the [works/services/supplies] as mentioned, enumerated or referred to in the Specification and/or Bills of Quantities forming part of the contract documents, we hereby guarantee to pay you on demand a maximum sum of €[amount in works and numbers] in case the obligations of the above-mentioned contract are not duly performed by the Contractor.

This guarantee will become payable on your first demand and it shall not be incumbent upon us to verify whether such demand is justified.

For avoidance of doubt it is hereby declared that although this instrument gives rise to legal relations between the guarantor and the beneficiary, it is hereby specifically declared for all intents and purposes of law that this guarantee does not exempt the above-mentioned Contractor from any obligations, acts of performance or undertaking assumed under the tender documents as ratified in the contract.

Any payments due to the contractor in respect of the obligations entered into under the contract above referred to shall be made through this Bank.

This guarantee expires on the [expiry date] and unless it is extended by us or returned to us for cancellation before that date any demand made by you for payment must be received in writing not later than the aforementioned expiry date.

This document should be returned to us on utilization or expiry or in the event of the guarantee being no longer required.

After the expiry date and in the absence of a written demand being received by us before such expiry date, this guarantee shall be null and void, whether returned to us or not, and our liability hereunder shall terminate.

This guarantee is personal to you, and is not transferable or assignable.

Yours Faithfully,

.....  
[Signatory on behalf of Guarantor]

## VOLUME 2 SECTION 6 - SPECIMEN RETENTION GUARANTEE

(LETTERHEAD OF THE REGISTERED FINANCIAL INSTITUTION PROVIDING THE GUARANTEE)

Director of Contracts  
Department of Contracts  
Notre Dame Ravelin  
Floriana FRN1600  
Malta

[Date]

[Tender Reference]

Dear Sir,

We, the undersigned, [***name, company name, address***], hereby declare that we will guarantee, as principal debtor, to [***Xaghra Parish Office's name and address***] on behalf of [***Contractor's name and address***], the payment of [***indicate the amount***], corresponding to the guarantee mentioned in Article 45 of the Special Conditions without dispute, on receipt of a first written request from the beneficiary.

We further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed thereunder or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee. We hereby waive notice of any such change, addition or modification.

The guarantee will enter into force and take effect from the [*indicate the date of payment of the sums retained under the contract*] and shall be valid until the date of issue of the certificate of final acceptance.

We note that you will release the guarantee and notify us of the fact at the latest within thirty days of the date of issue of this certificate.

Done at ....., ..../..../..

Name and first name: ..... On behalf of: .....

Signature: .....

[stamp of the body providing the guarantee]

## VOLUME 3 - TECHNICAL SPECIFICATIONS

Where reference to British Standards is made in these technical specifications, the technically equivalent standard applicable in the EU shall also be deemed to be acceptable. Certification of being an EN Standard equivalent is to be provided accordingly.

### D GENERAL SPECIFICATIONS FOR DEMOLITION WORKS

#### D.01 Scope of Contract

The building or part of a building to be demolished is that shown on the drawings and described in the Bill of Quantities.

#### D.02 Avoidance of Nuisance

Pulling down is to be carried out in such a manner as to cause as little inconvenience as possible to adjoining owners or the public and the contractor will be held responsible for any claims which may arise from the disregard of this clause. Debris is to be sprinkled with water to prevent dust arising and all proper screens and protection provided to the satisfaction of the architect.

#### D.03 Artificial and Temporary Lighting and Power

The contractor is to provide all artificial and temporary lighting and power required for the proper execution of the works (including safety-lights on any hoardings or gantries projecting on to or over the public road and/or footpath) and is to pay all charges in connection therewith.

#### D.04 Water

The contractor is to pay all charges for water required for the works and supply all tanks, temporary service pipes, stopcocks, connections, etc., as required and clear away on completion.

#### D.05 Reinstate and Make Good

All pulling down as hereafter described is to be carried out without damage to the remaining parts of the structure or adjoining property and if such damage shall occur in the carrying out of the demolition the contractor shall reinstate and make good the same at his own expense.

All making out and making good is to be executed with materials and workmanship to match in every respect the surrounding work and is to be properly bonded thereto.

#### D.06 Coins, Antiquities, etc.

Any coins or antiquities found on the site are to remain the property of the Government and are to be handed over to the Architect.

#### D.07 Plant

The contractor is to provide all requisite plant, scaffolding, drawing-in ways, gangways, planks, gantries, tarpaulins, etc., for the proper protection and execution of the works.



#### D.08 Give all Notices

The Contractor shall conform to the provisions of any Acts of Parliament relating to the works and to Police Laws and regulations and he shall give all notices required by the said Acts, Laws and Regulations and pay all fees in respect thereof.

The Contractor shall give all notices to Statutory authorities and shall allow them facilities for removing any fixtures, fittings, or services which may belong to them.

#### D.09 Shoring

The contractor shall provide, erect and maintain all necessary needles, dead and raking shores to the surrounding property to the entire satisfaction of the Architect. The construction and efficiency of the shoring for the purpose for which it is erected shall be the entire responsibility of the contractor. Should any subsidence or any other damage occur due to the inefficiency of the shoring or any other support provided, the damage shall be made good by the contractor at his own expense.

The Contractor shall alter, adapt and maintain all such temporary works as may be necessary from time to time and finally clear away and make good all disturbed, he will be held solely responsible for the safety of existing buildings and the sufficiency of all temporary work, and provide all necessary tarpaulins and other means of covering up for the protection of new and existing works against inclement weather and make good all damage done.

#### D.10 Hoardings

The contractor shall obtain the necessary consent, pay all licence fees for and provide and erect vertical close-boarded hoardings to the whole of the street frontage 2.5m high with necessary returns at ends. Necessary access doors shall be provided in the hoardings which shall be altered and adapted as may be necessary during the carrying out of the work.

#### D.11 Diversion of Services

Before commencing the demolition of any part of the structure, all services which come within the area to be demolished shall be disconnected or diverted so that they may be entirely self-contained with any portion of the premises which is to remain.

#### D.12 Overloading Existing Structures

Materials arising from the demolition must not be stacked or allowed to accumulate on existing structures in such a way as to endanger their stability. The demolition contractor will be held entirely responsible for damage arising from this cause.

#### D.13 Making Good

All making out and making good is to be executed with materials and workmanship to match in every respect the surrounding work and is to be properly bounded thereto, otherwise all new work is to be executed with materials and workmanship as hereafter described.

#### D.14 Labour

The workmen and supervision employed on demolition work must be experienced in this class of work.

EW.01 General

The following definitions of earthworks and filling materials shall apply to this and other clauses of the Requirements in which reference is made to the defined materials.

"Top Soil" shall mean the top layer of soil that can support vegetation.

"Suitable Material" shall comprise all that which is acceptable in accordance with the Contract for use in the works and which is capable to be compacted as specified.

"Unsuitable Material" shall mean other than suitable material and shall include:

- Peat, timber and perishable material
- Material susceptible to spontaneous combustion
- Clay with a liquid limit exceeding 80 and having a plasticity index exceeding 55
- Materials having moisture content greater than the maximum permitted for such materials in the Contract.

"Rock" shall mean bed rock of various hardness.

"Return, fill and ram" shall mean all handling necessary to return the earth, which has previously been excavated and deposited in spoil heaps around the foundations. The operation is to be carried out in layers as described, each layer being carefully watered and consolidated by ramming until the excavation has been made good.

"Cart away" shall mean the disposal of the surplus excavation materials away from the Site.

The Contractor must give reasonable notice to the Engineer when foundation excavations are ready for inspection and no concrete is to be poured or work of similar nature commenced until such excavations have been approved.

*EW.02 Excavations*

The measurement of all excavations and subsequent disposal are those before excavation and to any depth required. The increase in the bulk and any extra excavation required for planking and strutting and formwork for concrete are to be allowed for by the Contractor.

The Contractor is to allow in his rates for all double handling of excavated material and wheeling and depositing material as may be necessary.

Excavations for foundations and other substructures will be in accordance with drawings and requirements of the bearing pressures of the ground.

The Contractor must give reasonable notice to the Architect when foundation excavations are ready for inspection and no concrete is to be poured, or work of a similar nature commenced, until such excavations have been approved.

In the event of the Contractor excavating below the levels or beyond the widths shown or directed without written instructions, the Contractor shall, at his own expense, fill the excavation to the proper level specified with concrete of the same quality to be used in the foundation.

#### EW.03 Record Surveys

Surveys shall be made of the areas of excavation before any excavation work is carried out under the Contract, and after all excavation work has been completed.

#### EW.04 Excavation Generally

The Contractor is to allow in his rates for excavation and all necessary planking and strutting. The Contractor is at all times responsible for the safety of the excavations; he is to provide all necessary planking and strutting to ensure this. Should any damage result to the excavations or works, the Contractor will be held entirely responsible, and any necessary extra work required or needed by virtue of this will be entirely at his own expense.

The Contractor shall provide and maintain all necessary temporary drainage and shall divert and reinstate permanent drainage systems.

The whole of the excavation shall be carried out to such lines, levels and dimensions and slopes shown or, as may be ordered by the Engineer in writing from time to time and faces shall be neatly trimmed using adequate tools which limit excessive vibrations to third part property.

All surplus and unsuitable material shall be removed and disposed of away from the Site by the Contractor.

In the side of rock cuttings where, inferior stone or soft materials intervene between layers of compact rock, or where the rock after exposure will not withstand weathering or where the rock is potentially unstable, such material or faces shall be rendered satisfactory. On removal of unsatisfactory material the resulting space has to be built up with suitable material to the required profile at the Contractor's expense.

Excavation shall be carried out to tolerance of  $-0$  mm or  $+25$  mm in line and level.

Any excess depth or width excavated beyond the formation profile tolerance specified shall be made good at the expense of the Contractor by backfilling with suitable material or similar characteristics to that removed and compacted as specified or by concrete of approved Grade.

The sides of cuttings shall be cleared of all rock fragments which are potentially unsafe, which shall include all rock fragments which move when prised by a crow-bar. Where in the slopes of cuttings layers of rock and softer material alternate and that the sides, immediately after dressing will not permanently withstand the effect of weather, the Contractor shall excavate any insecure material to an approved depth and build up the resulting spaces with Grade 25 concrete so as to ensure a solid face.

#### EW.05 Works to Be Kept Free of Water

The Contractor should allow for all necessary pumping and bailing of excavations and no claims for flooding of excavations for any reason whatsoever will be considered. In conditions of excessive seepage, the Contractor must construct necessary sumps in the corner of the excavation as necessary, and these sumps shall be maintained at a depth of not less than 0.3m working level. Where flooding is liable to occur, continuous pumping shall be instituted and in no circumstances shall the excavation, and more especially the floor thereof, be allowed to become flooded.

The Contractor shall arrange for the rapid dispersal of water, shed on the earthworks from any source, and when practicable the water shall be discharged into the permanent out fall for the pipe drainage system. Adequate means for trapping silt shall be provided on temporary systems discharging into a permanent drainage systems. The arrangements shall be made in respect of all earth works including excavations whether for pipe trenches, foundations or cuttings.

The Contractor shall be responsible for all temporary drains or other means of removing all water from any section of the works necessary until the Surface Water and Foul Water Systems are complete and all pumps commissioned. Continuous pumping of large quantities of ground water from the works shall not be undertaken without the Engineer's prior agreement.

All temporary drains or trenches shall be removed on completion of the Works. The bottom of the excavation shall be finally cleared of all loose material, soft rock, water etc., immediately prior to placing of concrete.

#### EW.06 Salvage of Materials

All materials suitable for salvage and re-use shall be cleaned and stacked on site and the debris removed from the Site by the Contractor unless otherwise instructed by the Supervisor.

Excess material from excavations not required by the Contractor shall be removed from the Site.

The Contractor shall be responsible for loading, transporting to the specified area and off loading of such materials.

#### EW.07 Filling and Backfilling

All material used for filling shall be deposited and compacted as soon as practicable after excavation in layers of thickness appropriate to the compaction plant used. Filling of areas and embankments shall be built up evenly over the full width and shall be maintained at all times with a sufficient camber and a surface sufficiently even to enable surface water to drain readily from them.

Backfilling of material shall be compacted to 100% Standard Proctor.

If the material deposited as fill subsequently reaches a condition such that it cannot be compacted in accordance with the requirements of the specification the Contractor shall either:

- Make good by removing the material either to tip or elsewhere until it is in a suitable physical condition for re-use, and replacing it with suitable material, or
- Make good the material by approved mechanical or chemical means to improve its stability.

#### EW.08 Preparation of Fill Areas

The natural ground over which filling is to be placed shall be cleared of all loose boulders, grass, productive soil, mud, bushes, trees, roots, other vegetation and other unsuitable material.

#### EW.09 Material for Filling

Material for filling shall comprise rock and decomposed rock which shall be evenly graded. All reinstated excavated material to foundations must be solidly tamped at every 150 mm backfill. No voids are to be left in the filling and every effort should be made to return the maximum volume of backfill into the excavation.

All filling material, whether placed and/or compacted or awaiting placing and/or compaction, which does not comply with the Requirements or has been damaged by weather or in any other way shall be removed at the Contractor's expense.

Handling, loading, transporting, unloading and placing of filling materials shall be carried out in such a manner as to avoid segregation.

#### EW.10 Tolerances to Filling

The fill shall be placed and compacted to a tolerance of  $-10 \text{ mm} + 15 \text{ mm}$  for a final surface. Where further works will be carried out above the fill the tolerance shall be  $-25 \text{ mm}, +0 \text{ mm}$ .

#### EW.11 Filling Adjacent to Structures

Filling against the perimeter of structures shall not be carried out until the construction is sufficiently advanced that there is no risk of interferences or damage from either the compaction equipment or the backfill material.

Filling shall be carried out in accordance with the clause compaction requirements using compacting equipment suitable for the area being compacted. The backfilling material shall be suitable material and within 600 mm of any structure shall not contain any particular size in excess of 100 mm.

Filling material for excavations and for making up levels within the perimeter of structures shall be suitable material and shall contain no particular size in excess of 100 mm. The compaction of fill material within the perimeter of structures shall be carried out with equipment suited to the area being compacted.

#### EW.12 Settlement of Filled Areas

The Contractor shall make good to the satisfaction of the Engineer all settlement in filling and in backfilling that may occur up to the end of the Maintenance Period.

#### EW.13 Grub up Obstructions Etc.

Unless otherwise stated in the schedule, the Contractor is to allow in his tender for breaking up and removing all obstructions met with during the course of the excavation, including old foundations, drains, septic tanks and cesspits, etc. and filling with excavated material well consolidated.

### CW *GENERAL SPECIFICATIONS FOR CONCRETE WORKS*

The present Requirements for Concrete Works is based on the relevant British Standards and Codes of Practice, notably BS 5328: 1997 and BS 8110: Part 1:1997. EN equivalents or technically equivalents standards may also be used.

#### CW.01 *Materials – General*

Materials used in the works shall be new, good and of the qualities and kinds specified herein. Materials not approved shall be immediately removed from the works at the Contractor's cost.

All specified properties of the concrete-making materials shall be tested with a frequency to ensure continuous compliance with the requirements, and whenever new materials are to be used.

Materials shall be transported, handled and stored on the site or elsewhere in such a manner as to prevent damage, deterioration, or contamination.

#### CW.02 Cement

Cement shall be from an approved source and shall be sulphate-resistant cement complying with BS 4027 or Ordinary Portland cement complying with BS 12 or MSA EN197-1 : 2000.

High alumina cement or blast-furnace slag cement shall not be used.

Cement stored on site shall be protected from the weather and raised from the ground.

Cement shall be used in the order in which it is delivered.

Cement temperature shall not exceed 60°C when used.

Cement shall not be used after 6 months from its manufacture date or after it has been held in store for 3 months, unless it is tested and satisfies the relevant EN or BS Standards. Each re-test certificate shall be valid for a period of 6 months.

Each consignment of cement delivered to the site must be accompanied by a certificate showing the place and date of manufacture and the results of standard tests carried out on the bulk supply from which the cement was manufactured.

Notwithstanding the above requirements and tests, the Engineer may reject any cement which in his opinion is unsatisfactory for any reason whatsoever.

### CW.03 Water

Water for use in concrete, mortar mixing and curing shall be obtained from an approved source and shall be of a quality as not to affect the setting time, strength, durability of the concrete or mortar, or the appearance of hardened concrete or mortar by discolouration or efflorescence, nor the reinforcement at any age of the concrete or mortar.

Water shall be clean, potable, blended or unblended, with a pH between 5.0 and 9.0 and shall be tested in accordance with BS 3148. The following limits shall not be exceeded:

- Total dissolved solids (TDS) not greater than 2000 ppm
- Suspended solids not greater than 2000 ppm
- Chlorides (Cl) not greater than 500 ppm
- Sulphates (SO<sub>3</sub>) not greater than 1000 ppm
- Alkali (HCO<sub>3</sub>/CO<sub>3</sub>) not greater than 1000 ppm.

Water shall be stored in approved, clean containers which are protected from sun, wind, dust, organic contamination or from contamination by any other source.

### CW.04 Aggregates

Materials used as aggregates shall be obtained from a source known to produce aggregates satisfactory for concrete and shall be chemically inert, strong, hard, durable, of limited porosity and free from adhering coatings, clay lumps, coal and coal residues and organic or other impurities that may cause corrosion of the reinforcement or may impair the strength or durability of the concrete. Aggregates shall be natural gravels or crushed stone complying with EN 12620 : 2002 British Standard Equivalent.

The aggregates used in the concrete mix shall not cause damage or weakening of the concrete. Aggregates shall be stored and handled only on approved impervious free draining platforms with concrete block walls separating different grades. Stock piles shall be built in 1.50 m (maximum) layers and segregation of the aggregates shall be prevented. All aggregates which have become segregated shall be removed. All aggregates stored on site shall be covered with approved sheeting until required for mixing. Aggregates which have become contaminated whilst stored on site shall be removed.

#### CW.05 Fine Aggregates

Sand for concrete shall comply with BS 882 or MSA EN 12620 : 2002 Grading Limit M or F. It shall not contain more than 5% voided shells (as determined by direct visual separation).

The maximum permitted concentration of chlorides and sulphates expressed as percentage by weight of dry sand are 0.06% (as acid soluble Cl<sup>-</sup>) and 0,4% (as acid soluble SO<sub>3</sub>) respectively. These limits may be exceeded provided that the total chloride and sulphate content of the mix do not exceed the limits given in 5.2.5.

The blending of crushed stone fines may be permitted provided that the blended product meets all the requirements for fine aggregates. Materials finer than 75 micron size shall not exceed 5% by weight. If the materials finer than 75 microns consist of the dust of fracture, essentially free of clay or shale, the limit can be increased to 7% by weight.

Absorption shall not exceed 5% (BS 812).

Magnesium sulphate soundness weight loss shall not exceed 10% after five cycles (ASTM C88).

When tested for organic impurities the colour shall be lighter than the reference standard colour (ASTM C40).

When tested for potential alkali reactivity (ASTM C 227) the expansion shall be less than 0.05% at 3 months. Alternatively the potential alkali reactivity can be tested in accordance with ASTM C 289 and the evaluation done in accordance with ASTM C 33, Appendix XI.

#### CW.06 Coarse Aggregates

Coarse aggregates for concrete shall be hard and durable stone, produced by mechanical crushing, e.g. by jaw, impact or cone crushers or other mechanical means to the approval of the Engineer. The maximum permitted content of chlorides and sulphates by weight of dry aggregates are 0.03% (as acid soluble Cl<sup>-</sup>) and 0,4% (as acid soluble SO<sub>3</sub>) respectively. These limits may be exceeded provided that the total chloride and sulphate content of the mix do not exceed the limits given in 5.2.5.

Unless otherwise approved by the Engineer, coarse aggregate for use in all classes of concrete shall be provided for batching as single sized aggregates of 40 mm, 20 mm and 10 mm nominal size proportioned in such ratio as to give a uniform gradation.

Absorption shall not exceed 2.5% (BS 812).

Flakiness index and elongation index shall not exceed 25% (BS 812).

Coarse aggregate shall not contain more than 5% soft fragments (ASTM C 235).

Magnesium sulphate soundness weight loss shall not exceed 10% after five cycles (ASTM C88).

When tested for potential alkali reactivity (ASTM C 227) the expansion shall be less than 0.05% at 3 months. Alternatively the potential alkali reactivity can be tested in accordance with ASTM C 289 and the evaluation done in accordance with ASTM C 33, Appendix XI.

The 10% fines value shall not be less than 100 kN (BS 812). Alternatively the aggregate impact value shall not exceed 30% tested in accordance with BS 812.

#### CW.07 Admixtures

Any use of admixtures and additives shall comply with BS 5075 and shall be approved by the Engineer.

Approved admixtures shall be used in accordance with the manufacturer's recommendations, shall be dispensed by approved equipment, which provides a visible means of checking each dose, and shall comply with the relevant British Standards.

The proposed dosages, the manufacturer's technical information and the results of trial mixes shall be submitted to the Engineer before approval is given.

When more than one admixture is to be used in a concrete, the compatibility of the various admixtures shall have been ascertained by standard tests and certified by the manufacturer(s). No admixture containing chloride or nitrate shall be used.

#### CW.08 Total Chloride and Sulphate Contents

The total acid soluble chloride content of the concrete mix shall be determined in accordance with BS 1881 modified by using excess acid (Volhard Titration method). Chlorides from all sources shall be included.

For concrete made with sulphate-resistant cement the maximum total acid soluble chloride content expressed as % of chloride ion by weight of cement shall be 0.200%.

The maximum total acid soluble sulphate content of the concrete mix from whatever source expressed as % SO<sub>3</sub> by weight of cement shall be 4.0.

#### CW.09 Reinforcement

Steel reinforcement used in reinforced concrete shall comply with the following British Standards as appropriate:

- BS 4449, "Hot rolled steel bars for the reinforcement of concrete"
- BS 4461, "Cold worked steel bars for the reinforcement of concrete"
- BS 4483, "Steel mesh fabric for the reinforcement of concrete".

High yield steel bars shall be of type 2.

Deformed bars of high tensile steel may be used only if approved by the Engineer.

The Contractor shall furnish the Engineer with copies of the manufacturer's certificates of tests for the steel reinforcement to be supplied.

If required by the Engineer, the Contractor shall submit samples to, and obtain test certificates from, a recognized testing laboratory approved by the Engineer.

All reinforcement shall be clean and free from pit corrosion, loose rust, mill scale, paint, oil, grease, adhering earth, or any other material that may impair the bond between the concrete and the reinforcement or that which may cause corrosion of the reinforcement or may be detrimental to the quality of the concrete.

### CWW GENERAL SPECIFICATIONS FOR WORKMANSHIP IN CONCRETE WORKS

#### CWW.01 Formwork - Design and Construction

Formwork for concrete shall be rigidly constructed of approved materials and shall be true to the shape and dimensions described on the working drawings. Formwork shall be constructed of material or lined with materials as may be necessary to achieve the finishes specified in this section. The formwork design shall be submitted to the Engineer for review before construction commences.

Faces in contact with concrete shall be free from adhering grout, projecting nails, splits, or other defects. Joints shall be sufficiently tight to prevent the leakage of cement grout and to avoid the



formation of fins or other blemishes. Faulty joints shall be caulked. 20 mm by 20 mm chamfers shall be formed on the external corners of concrete members, unless otherwise specified. Internal corners shall similarly be provided with 20 mm fillets.

If openings of the formwork for the escape of water used for washing out are made, they shall be formed so that they can be conveniently closed before placing the concrete.

Connections shall be constructed to permit easy removal of the formwork and shall be strong enough to retain the correct shape during consolidation of the concrete.

Metal ties or anchors within the formwork shall be so constructed as to permit their removal to a depth of at least 50 mm from the face without injury to the concrete. All fittings for metal ties shall be of such design that upon their removal the cavities which are left will be of the smallest possible size. Spreader cones or ties shall not exceed 25 mm diameter. The cavities shall be filled with cement mortar and the surface left sound, smooth, even and uniform in colour.

Formwork shall be true to line and braced and strutted to prevent deformation under the weight and pressure of the unset concrete, constructional loads, wind, and other forces. Beams spanning more than 3 metres shall have an upward camber of 1½ mm per m of span.

Concrete shall normally not be placed in lifts deeper than 3 m. For lifts higher than 3 m openings for placing the concrete shall be provided in order to avoid segregation of the concrete.

An approved mould oil or other material shall be applied to faces of formwork to prevent adherence of the concrete. Such coatings shall be insoluble in water, non-staining, and non-injurious to the concrete. Liquids that retard the setting of concrete shall be used only when approved. Mould oil, retarding liquid, and similar coatings shall be kept from contact with the reinforcement or previously cast concrete.

Before any concrete is placed, forms shall be properly cleaned by washing out with water and/or air under pressure to remove sawdust, shavings, metal and other foreign matter. All water shall then be drained and mopped out from the formwork. In no case shall concrete be placed in the forms until such forms have been approved by the Engineer. Such approval shall not relieve the Contractor of his responsibility for the formwork.

Details of any fixtures to be cast into the concrete shall be forwarded to the Engineer. No fixtures shall be attached to the concrete by shot-firing without prior permission of the Engineer. Notwithstanding any such authorization, the Contractor shall take full responsibility for any damage caused to the structure and make good to the satisfaction of the Engineer.

## CWW.02 Construction Tolerances

The tolerances within which concrete work shall be constructed are as summarized below:

Item of construction Permissible deviation (mm)

Position in plan: ± 20 mm

Size and shapes:

- Thickness of walls and slab ± 6 mm
- Columns and beams ± 6 mm.

Dimensions of foundations:

- + 50 mm
- 0 mm.

Variation from plumb:

- (vertically - up to 5 m)  $\pm 12$  mm.

Levels to slabs and beams:

- $\pm 10$  mm.

• Holes:

- Placement:  $\pm 10$  mm
- Sizes:  $\pm 3$ mm.

• Cast-in items:

- Placement:  $\pm 10$  mm
- Distance between interconnected items:  $\pm 2$  mm.

The Contractor is responsible for keeping the deviations of the finished concrete structure within the limits given, and any rectification of work not constructed within the tolerances set out shall be entirely at the expense of the Contractor.

#### CWW.03 Removal of Formwork

Formwork shall be removed by gradual easing without jarring. Before removal of the formwork the concrete shall be examined and removal shall proceed only in the presence of a competent supervisor and only if the concrete has attained sufficient strength to support its own weight and any load likely to be imposed upon it.

### CWF GENERAL SPECIFICATIONS FOR REINFORCEMENT IN CONCRETE WORKS

#### CWF.01 General

The Contractor shall ensure that all reinforcement is checked by a competent person. The Contractor shall notify the Engineer well in advance about portions of reinforcement work ready for inspection and shall keep a detailed record of the planning and control of the reinforcement work.

#### CWF.02 Storage of Reinforcement

Reinforcement shall be stored on properly constructed racks at least 150 mm above ground level. The storage, cutting and bending of steel reinforcement shall be carried out under cover on an approved, free draining concrete platform. The method of storing shall be such as to prevent contamination or damage by weather or accident. Steel shall be protected from humidity when stored.

#### CWF.03 Handling of Reinforcement

Sheets of mesh fabric shall be flat unless specified as bent and any tendency to curve or twist shall be corrected by the Contractor before fixing. Mesh fabric shall not be supplied in rolls.

#### CWF.04 Cutting and Bending

Dirt, rust, concrete, scale, paint, oil, grease, salts, etc. shall be removed from the reinforcement by sand blasting.

Reinforcement shall be bent when cold by hand or by using an approved hand or power operated bending machine. When bending, the reinforcement should be subjected to a constant even load and not an impact load.

Welding of reinforcement will only be allowed with the specific written permission of the engineer.

Bars incorrectly bent shall be used only if the means used for straightening and re-bending be such as not to damage the steel. No reinforcement shall be bent when in position in the works without approval, whether or not it is partially embedded in hardened concrete.

Bar types, sizes and placement shall be as shown on the drawings. Bending dimensions shall be in accordance with the bar bending schedules and BS 4466.

The minimum diameter of the former shall be:

- For high yield steel (BS 4449):  $6 \times d$ .

#### CWF.06 Fixing Reinforcement

Bars in contact shall be firmly secured to each other with approved binding wire or proprietary clips of a type approved by the Engineer. Binding wire shall be 16-18 gauge soft iron wire free from rust or other contaminants. The reinforcement shall be fixed accurately in position so that the reinforcement is in the correct position in relation to the formwork to give the specified concrete cover. The reinforcement shall be securely fixed in position so that it will not be displaced during the passage of the Contractor's traffic, the placing and compaction of the concrete or any related operations.

The correct cover shall be maintained by the use of plastic spacers or other approved means. If approved for use, concrete spacing blocks shall be machine pressed, or, if manufactured on site, shall be made from a mix of one part cement and two parts of sand. Site manufactured blocks shall be well compacted and water cured for a minimum of 7 days after casting and shall have a 10 minute absorption of less than 3.2% by weight. Concrete spacers shall be comparable in strength, durability and appearance to the surrounding concrete. Any wire cast into the spacer blocks shall be positioned well away from the exposed surface and shall be galvanized. Spacers fixed to parallel reinforcement bars shall not be located in a line across a section. Timber, stone or metal spacers shall not be used.

The top reinforcement in slabs shall be rigidly supported by mild steel chairs from the bottom reinforcement. Plastic coated or galvanized steel chairs shall be used where in contact with exposed concrete surfaces. Chair spacing shall be at maximum 1.50 m centres in both directions.

Starter bars to walls must be securely fixed to the reinforcement in the parent concrete and accurately located to maintain the specified cover. Reinforcement embedded in hardened concrete shall not be bent.

Reinforcement cages assembled before fixing shall be protected against the weather and shall be stored and transported carefully so that no distortion or contamination may occur.

Concrete shall be placed within 3 days of fixing reinforcement.

#### CWF.07 Laps and Joints

Laps are to be staggered in such a manner that maximum one third of the bars are lapped in the same section, otherwise the lap length shall be increased by 50%.

### C GENERAL SPECIFICATIONS FOR CONCRETE

#### C.01 Concrete

The concrete shall be capable of being transported and readily compacted by internal vibrators into a dense impermeable mass without segregation, bleeding or plastic cracking. Subsequently, the concrete shall be durable and free from crazing, thermal cracks and drying shrinkage cracks.

The slump shall be kept to the minimum compatible with approved placing and compacting requirements, but in no case shall the concrete be placed at a slump of more than 160 mm or less

than 40 mm, determined in accordance with BS 1881, without the prior approval in writing of the Engineer.

Concrete mixes shall have the cement content necessary to meet the specified water-cement ratio, the workability and the compressive strength requirements.

Concrete mixes shall have the lowest possible sand content to meet the workability and watertightness requirements.

Concrete mixes shall be made with a target air-content equal to 6%. The air-content in any mix may not be less than 4% or above 8%.

In-situ concrete shall be dense and well-compacted to a minimum of 98% of the density of the relevant test cylinders.

## C.04 Distribution and Placing of Concrete

### C.04.01 General

The recommendations of ACI-305-1977, "Hot Weather Concreting" shall be taken into account throughout the Works.

The Contractor shall notify the Engineer in writing 24 hours before pouring concrete, stating the times of pouring, and shall not commence pouring operations without his written approval of excavations, formwork, reinforcement, arrangements for plant and materials on site, installation of accessories, etc. Any concrete placed before obtaining such approval shall be rejected. The Contractor shall note that methods of transporting and placing of concrete which necessitate the carrying and lifting of concrete by manual labour will not be allowed. For major concreting works, the means of transport from mixer to place of pouring, shall be semi-mechanized, i.e. vertical transport by crane, hoist or similar and horizontal transport by dumper, wheelbarrows or similar.

The formwork or area of deposition shall be cleaned as specified. Constructional plant and materials required, or which may be required, during the concreting work and for curing shall be on site and fully prepared before concreting commences. All accessories shall be installed and formwork for holes, chases, etc. shall be provided as specified. Only after all these preparations and other relevant requirements have been completed, shall the Engineer's written approval to place concrete be given.

Concrete shall be transported, placed and spread by approved means and in such a way as to prevent segregation.

Concrete with a temperature above 32°C or below 5°C or with a slump less than 40 mm or more than 160 mm shall be rejected. Concrete not placed within 60 minutes of the commencement of mixing or before starting its initial set shall be rejected.

The temperature of concrete having a cement content > 450 kg/m<sup>3</sup> shall not exceed 26°C measured at discharge from the mixer.

Concrete shall be transported and compacted into a dense impermeable mass without segregation or bleeding or cracking to ensure that when hard, it is durable, un-cracked and uncrazed.

Except where otherwise agreed by the Engineer concrete shall be deposited in horizontal layers to compacted depth not exceeding 300 mm. Concrete shall be deposited as near as possible to its final position to avoid rehandling.

Unless otherwise agreed by the Engineer concrete shall not be dropped into place from a height exceeding 3 metres. When trunks or chutes are used they shall be kept clean and used in such a way as to avoid segregation.

The Contractor shall not place concrete in standing or running water.

Concrete shall be deposited continuously. No concrete shall be placed against concrete which has hardened sufficiently to cause seams, planes of weakness or cold joints.

If for unforeseen reasons it is necessary to stop concreting before completion of the pour then construction joints as specified shall be formed and further concreting shall be suspended for at least twenty four hours.

Cutting and chasing of hardened concrete shall not be permitted without the Engineer's approval. The Contractor shall provide openings, mortices, chases, sleeves, etc. and fix bolts, anchors, etc. in concrete as work proceeds and support embedded items against displacement. Items cast shall have all voids filled with readily removable material to prevent concrete ingress.

The Contractor shall clean and wet then fill tie holes solid with patching mortar. When required by the Engineer honeycombed and other defective concrete shall be cut back to sound concrete, with perpendicular or slightly under cut edges and shall be prepared in an approved manner.

The Engineer will reject any concrete which he considers to have been inadequately mixed or in which the ingredients have segregated or which is no longer capable of being effectively placed or compacted.

All receptacles used for the transport and deposition of the concrete shall be kept clean and thoroughly washed out after stopping work and at the end of each shift.

The Contractor shall obtain the Engineer's permission before concreting in air shade temperatures which exceed 30°C and shall take approved precautions (use admixtures, cool ingredients, continuously spray formwork with water, erect sunshades, etc.) to prevent early setting, etc. and to ensure that the concrete temperature when placed does not exceed 32°C.

No concreting shall be carried out in heavy rain.

#### C.04.03 Compaction

Concrete must be carefully and thoroughly compacted during placing to ensure that it completely surrounds the reinforcement, fills the formwork and excludes voids.

All concrete shall be compacted by using internal vibrators. Vibrators must be used by operators experienced in their use. Concrete is to be vibrated for the minimum time necessary for thorough consolidation, and the Contractor shall ensure that excessive vibration, leading to segregation, is avoided. Vibrators does not touch the reinforcement or formwork.

Internal vibrators shall be of the immersion type with a frequency of not less than three thousand vibrations per minute, and sufficient amplitude to consolidate the concrete effectively. The Contractor shall provide at least fifty percent duplication of all vibration equipment as stand by during any period of concreting.

Vibrators shall not be employed to move the concrete within the formwork.

#### C.04.04 Curing

Freshly deposited concrete shall be protected from premature drying and excessively hot or cold temperatures and shall be maintained with minimal moisture loss at a relatively constant temperature for the proper hydration of the cement and hardening of the concrete.

The materials and methods of curing shall be subject to approval. Concrete surfaces not in contact with forms, shall be cured before any risk for plastic shrinkage cracking or drying out of the concrete surface may occur by one of the following materials or methods:

- (a): Polythene membrane shall be laid direct on to the concrete in unbroken sheets with substantial close fitted lap joints. Sheets shall be weighted with timbers to prevent dry winds blowing under the membrane
- (b): Spray applied curing membrane and curing compounds which shall be of approved manufacture and type and be of the maximum retentivity type. Curing compounds used shall have reflective properties; they shall be applied in accordance with the recommendations of the manufacturer and are to be used with extreme caution on any surfaces against which additional concrete or other finishing materials are to be bonded and shall not adversely affect the concrete.

Application of curing water shall not be able to affect the finished fresh concrete surface by dilution of the top layer.

Curing shall be continued for a period of at least 7 days when method (a) above are used. Rapid drying at the end of the curing period shall be prevented.

The Engineer may instruct, in hot, dry weather, that a combination of the above methods shall be used.

Exposed horizontal surfaces of slabs in hot windy weather may require additional protection between the initial compaction and final finishing stages to ensure that the concrete is not exposed for more than twenty (20) minutes after placing.

Formwork exposed to direct sunlight during the curing period shall be shaded.

Steel forms heated by the sun and all wood forms in contact with the concrete during the curing period shall be kept wet. If forms are to be removed during the curing period, one of the above curing materials or methods shall be employed immediately. Such curing shall continue for the remainder of the curing period.

The use of any of these methods of curing shall be subject to the requirements of the Engineer for meeting a satisfactory curing result. Any method not giving satisfactory results shall be discontinued and another, to the preference of the Engineer, be applied instead.

#### C.04.05 Joints

Additional joints may be accepted when discussed with the Engineer at least 7 days before work commences.

Construction joints shall be formed in either horizontal or vertical planes and located in the work to suit working stresses. They shall be so located and the quantity of concrete placed at any one time shall be so limited in size and shape as to minimize shrinkage and temperature effects. All reinforcing steel shall be continued across construction joints except where shown on the drawings. The surface of the concrete at all joints shall be straight and shall be thoroughly cleaned with water and air under pressure, to expose aggregate. The cleaned surfaces shall be well wetted and a cement grout wash applied; laying shall commence before the grout has set. Approved waterstops shall be provided in joints subject to water pressure, except in horizontal joints in walls.

Reference is hereby to be made to the Tender Drawings and Bill of Quantities to further identify between the various types/ sizes/ details of paving slabs being requested. It is to be clearly understood that the paving slab sizes specified in this Tender dossier are at this stage only indicative and that the exact sizes of the paving slabs to be supplied shall be confirmed with the successful Tenderer following the award of the Contract. Any variations in the size or amount of the paving slabs to be supplied from those specified in this tender dossier shall not invalidate this Contract.

#### PT.01 Material

The material of the paving slabs shall be first quality naturally occurring travertine, of uniform consistency, without any blemishes and faults to be supplied in slabs sized, finished and detailed as indicated below. It must meet the following characteristics:

##### 1.1.1 Size

Various sizes of paving slabs are being requested, as per Bill of Quantities.

The paving slabs shall be sized as per Tender Drawings and Bill of Quantities and to the approval of the Supervisor and/ or the Project Manager. The following tolerances must be respected:

+/- 1mm on width and length dimensions specified in the Tender Drawings and Bill of Quantities

+/- 3mm on thickness specified in the Tender Drawings and Bill of Quantities, except where the thickness of the slab forms a "seen" end, as is for example the case in the paving slabs of the external steps. In such a case the thickness must be accurate to close limits.

IT IS TO BE CLEARLY UNDERSTOOD THAT ALL FOUR CORNERS OF EACH INDIVIDUAL PAVING SLAB MUST BE PERFECT RIGHT ANGLES IN PLAN. PAVING SLABS WHICH ARE FOUND NOT TO RESPECT THIS CONDITION SHALL NOT BE ACCEPTED AND SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

##### 1.1.2 Colour

Two different colours of travertine are being requested :

1) Noce paving slabs – Acceptable colour tones shall be of a brown hue. It is to be clearly understood that all paving slabs shall be in the same colour tone. The individual paving slabs shall have uniform colour (substantial variations in colour between the individual paving slabs will not be acceptable) and be as free as possible from defects.

2) Cream travertine – Acceptable colour tones shall be of a light beige hue. It is to be clearly understood that cream paving slabs shall be in the same colour tone. The individual paving slabs shall have uniform colour (substantial variations in colour between the individual paving slabs will not be acceptable) and be as free as possible from defects.

##### 1.1.3 Texture

The travertine is to be of a compact nature, tightly grained, hard, durable and free from a large amount of interconnected pores, defects and horizontal or vertical fissures. The travertine shall be crystalline and shall not consist of a mudstone texture. Any open pores shall be closed off to prevent dust and dirt from accumulating.

##### 1.1.4 Details

The travertine paving slabs shall be machine cut and given a flamed finish that is relatively uniform, natural looking and slip-resistant. The finish is to be carried to the paving slab edges without drafted margins. The laying surface shall on the other hand be level and even.

In the case of travertine to be used in the stairs leading to the parvis; the “seen” end/s of these paving slabs shall have detailing as shown in the tender drawings.

Variant solutions:

Tenderers are being given the option to offer variant solutions regarding the surface finish of the paving slabs other than the proposed flamed finish; which variant finish is to be however in any case uniform, natural looking and slip-resistant. The finish is to be carried to the paving slab edges without drafted margins. The laying surface shall on the other hand be level and even.

1.1.5 Quality

The travertine paving slabs shall be first quality naturally occurring material. They (both cream and noce colours) must meet the following average characteristics:

|                       |   |
|-----------------------|---|
| Density:              | greater than 2300 kg/cu m.              |
| Water Absorption:     | less than 2%                            |
| Compressive Strength: | greater than 60MPa (N/mm <sup>2</sup> ) |
| Flexural Strength:    | greater than 10MPa (N/mm <sup>2</sup> ) |
| Abrasion resistance   | 20mm maximum                            |

Together with the supply and laying of the travertine slabs the successful tenderer will be required to furnish an authentic certificate from a recognised quality control laboratory showing that the material supplied conforms to the above characteristics.

PT.02 Defects.

All supplied paving slabs shall conform in all aspects to the approved sample and shall have to be approved by the Architect in charge before laying. Any slabs which in the opinion of the Architect in charge are defective, or not of the quality approved, shall be replaced by the contractor with others of approved quality at his own expense.

PT.03 Laying.

Paving Slabs shall be bedded solid in a cement/lime/sand mortar (1:2:6) approx. 25mm thick.

Joint size between regular shaped paving slabs shall not exceed 2mm. The regular joints of the paving slabs shall be filled and grouted with a coloured cement/ mortar as per Bill of Quantities or as instructed by the Architect in charge and to the approval of the Architect in charge.

Rate is to include for all and any necessary sand beds.

PT.04 Cleaning.

Remove any excess grout or other surface blemish as instructed by the Architect in charge. Immediately prior to final inspection clean areas in accordance with instructions by Architect in charge. Remove any excess material from site. The expense for this shall be deemed to be included in the rates supplied by the tenderers.

The contractor shall set out the work and make good any defects on the existing base deemed necessary for the proper execution of the works.



The contractor shall furnish all labour, materials, tools and equipment required to complete the works.

## BW GENERAL SPECIFICATIONS FOR BUILDERS WORKS

### BW.01 *Masonry Works*

#### BW.01.01 General

Masonry works in the project shall be carried out in 'franka' (globigerina limestone) and in 'tal-qawwi' (coralline limestone) as per detail drawings and/ or bills of quantities and/ or as instructed by Architect in charge.

The work to be carried out by the masonry team comprises the following:

- Cleaning all loose material/mud and any rock trimming ready to receive foundations where required
- Laying foundation walls of the correct specified thickness, and level where required
- Laying of horizontal and vertical damp proof course in accordance with the regulations laid down by the Sanitary Authorities
- Construction of single/double masonry walls on foundations
- Construction of perimeter wall

#### BW.01.02 Materials

Only best quality 'franka stone' and 'tal-qawwi' from approved sources, free from all defects shall be used. Any stone showing blue markings (swaba) and/or any other defects on the exposed face, or whose edges or corners have been chipped, shall be rejected. Should any such stones be used, the Architect in charge shall have the power to remove and replace such work at the Contractor's expense. The Contractor shall also be bound to replace any defective materials in or parts of the existing works by proper materials and/or workmanship as directed by the Architect in charge.

The 'franka' stone blocks to be used have to be similar in texture. Same holds for the 'tal-qawwi' stone blocks.

#### BW.01.03 Mortars

Mortars shall be proportioned by volume. The ingredients shall be measured separately in approved gauge boxes filled and struck without consolidation.

Proper mixing, shall be carried out in an approved way. No mortar which has been mixed for more than two hours shall be used, or knocked up for use. No water is to be added after mortar has been mixed.

Mortar for laying masonry is to be composed of one part cement, two parts crushed franka stone dust and six parts sand.

#### BW.01.04 Cement

Cement shall be ordinary portland cement of approved manufacturing complying with current British Standards.

#### BW.01.05 Crushed Franka Stone Dust

Crushed franka stone dust is to be composed solely of 'xahx' composition. It has to be free of any contaminants like fertile soil, earthy material etc. The material to be used has to be of similar colour as the stone blocks being used.

#### BW.01.06 Sand

Sand shall be clean sharp natural sand or crushed stone free from earthy matter and excessive dust.

#### BW.01.07 Water

Water shall be clean potable water, preferably piped direct from the water services corporation supply or of similar quality.

### BW.02 Requirements / Workmanship

#### BW.02.01 Masonry Walls

Masonry Walls shall be truly perpendicular. Each block shall be well wetted before laying and shall be bedded and jointed in mortar as described, with beds and joints flushed up and grouted solid as work proceeds.

The bond shall be such that no vertical joint in course is less than 11 cm from a similar vertical joint in the course above or below. Bed joints shall not be thicker than 12 mm and vertical joints not wider than 6 mm.

Walls shall be carried up evenly such that each course and bed joint is 27.3 cm high.

#### BW.02.02 Two Skin Masonry Works

Double masonry walls shall be constructed under the same requirements and tolerances applied for single stone walls.

The inner and outer skin are to be tied together with stainless steel wall ties spread at 900 mm horizontally and every two courses vertically with the spacing staggered. At openings for doors and windows the cavity shall be closed as indicated by returning the masonry. Additional wall ties shall be built in adjacent to the reveals at every second course. During construction the cavity shall be kept clear of all mortar dropping, rubble, and rubbish.

#### BW.02.03 Wall Ties

Wall ties are to be in stainless steel. All wall ties are to be kept in conformity to British Standards.

#### BW.02.04 Internal Double Skin Construction

In Internal double wall construction bond stones have to be inserted during construction. Bond stones are to be laid every three metres and in alternate courses.

#### BW.02.05 Quarry Faced

Quarry faced masonry shall have the exposed faces of the stone left as sawn from the quarry bed.

#### BW.02.06 Fair Faced Masonry

Fair faced masonry shall have the exposed faces of the stone, whether inside or outside the building carefully dressed, and after walling, carefully scraped to produce a perfectly smooth, true and even surface.

#### BW.02.07 Mortar Joints

The mortar joints on exposed faces shall be struck to true clean lines, without mortar stains on the face of the masonry.

#### BW.02.08 Damp Proof Courses

Damp proof courses (DPC's) shall be provided as shown in the Drawings.

Horizontal DPC to walls shall comply with the Malta Sanitary Regulations.

The membrane shall be continued 15 cm into the surrounding walls. All precautions shall be taken to prevent damage to the membrane from any cause.

### BW.03 Quality Control

|   |   |
|---|---|
| Tolerances :                                  |   |
| Maximum Variation from Unit to Adjacent Unit: | 1 mm before sanding   |
| Maximum Variation from Plane of Wall:         | 3 mm in 3 m and 6 mm in 6 m or more                         |
| Maximum Variation from Plumb:                 | 3 mm per storey non-cumulative: 6 mm in two stories or more |
| Maximum Variation from Level Coursing:        | 2 mm in 1 m and 4 mm in 3 m: 9 mm in 10 m                   |
| Maximum Variation of Joint Thickness:         | 2 mm in 1 m   |

## WW GENERAL SPECIFICATIONS FOR WATERPROOFING WORKS

### WW.01 General

All cracks, expansion and construction joints shall be raked out, thoroughly swept, washed, cleaned and made good with an approved bitumastic sealer before the application of the waterproofing treatment by the Contractor. All the joint lines between any precast elements, even if sealed with cement filling, must be isolated from the waterproof membrane by laying across a 20 cm wide strip of foil or sheet totally independent from the membrane itself. The strips should be sealed to the surface on one side and left free on the other side.

The Contractor must submit the following to the Engineer before ordering:

- All specifications including country of origin, name of the manufacturing company of the material, water absorption of the material and the longitudinal and transversal elongation
- Method application
- All descriptive literature and supplier's specifications of materials being used

The rate tendered shall be considered as inclusive and as covering all the works specified as well as any other works which notwithstanding their omission are either contingent, complimentary, or indispensable for the execution of the contract in its entirety and as intended.

### WW.02 Materials

The Contractor is to submit a written undertaking that he will guarantee the waterproofing qualities of his materials and workmanship for a period of ten (10) years from date of Completion. In default the Employer reserves the right to order any necessary repairs at any price and from any source and charge the relative amount to the Contractor without the necessity of any legal proceedings.

### WW.03 Requirements / Workmanship

The waterproofing system shall be laid to strict accordance with the manufacture's recommendations, a copy of which shall be supplied by the Contractor at the same time of tender for approval and retention by the Engineer.

### WW.04 Specification for Water Proofing Membrane

WW.04.01 The bituminous membrane shall be of an approved quality, conforming in every respect to the required specification to meet favourably local climatic conditions, be long lasting without frequent need of maintenance, and to reach the scope of waterproofing. To this effect a 10 year guarantee period against the quality of the bituminous membrane and workmanship is to be undertaken.

WW.04.02 The Bituminous waterproofing membrane is to be of the torch welded type, laid on top of a well primed concrete deck. The bituminous membrane shall have a reinforcing fabric to cater for longitudinal and transversal stresses accordingly. The membrane shall be of the type that will not break or crack when bent or upturned and to retain adhesion to the primed surface.

WW.04.03 The surface finish must be totally resistant to ultra violet sun rays.

WW.04.04 The bituminous membrane rolls are to be delivered and stacked in an up-right position without damage to the edges, which may occur mostly when unloading.

***Part 2 -The Contractor's Technical Offer***

# VOLUME 4 - FINANCIAL BID

## VOLUME 4

### ***BILL OF QUANTITIES***

#### ***I. Preamble***

Tenderers must price each item in the bill of quantities separately and follow the instructions regarding the transfer of various totals in the summary.

The bill of quantities must be read with all the other contract documents and the Contractor shall be deemed to have thoroughly acquainted himself with the detailed descriptions of the works to be done and the way in which they are to be carried out. All the works must be executed to the satisfaction of the Engineer.

#### **1.1. Quantity of items**

The quantities set forth against the items in the bill of quantities are an estimate of the quantity of each kind of the work likely to be carried out under the contract and are given to provide a common basis for bids. There is no guarantee to the Contractor that he will be required to carry out the quantities of work indicated under any one particular item in the bill of quantities or that the quantities will not differ in magnitude from those stated.

When pricing items, reference should be made to the conditions of contract, the specifications and relevant drawings for directions and descriptions of work and materials involved.

The quantities given in the bill of quantities are provisional and reflect the estimates made at the time of approval to provide a basis for this document and tenders. Tenderers must consider every aspect of the tender document carefully.

Any comments concerning the quantities must be made in the form of an attachment, following the system of itemisation, quoting the codes and brief descriptions, as in the present documents, including the rates and prices.

Save where the technical specifications or the bill of quantities specifically and expressly state otherwise, only permanent works are to be measured. Works will be measured net to the dimensions shown on the drawings or ordered in writing by the Engineer, save where described or prescribed elsewhere in the contract.

In adjusting extras or variations on the contract, works will be measured on the same basis as that on which the quantities were prepared. All works not specifically mentioned in the bill of quantities will be taken as included in the prices of various items.

Where, in the opinion of the Engineer, extra works cannot be properly measured or valued, the Contractor may, if so directed by the Engineer, carry out the work at the day work rates shown in the schedule of day work. All completed day work sheets must be signed by the Engineer on or before the end of the week in which the works are executed.

No allowance will be made for loss of materials or volume thereof during transport or compaction.

#### **1.2. Units of measurement**

The units of measurement used in the annexed technical documentation are those of the International System of Units (SI). No other units may be used for measurements, pricing, detail drawings etc. (Any units not mentioned in the technical documentation must also be expressed in terms of the SI.)

Abbreviations used in the bill of quantities are to be interpreted as follows:

|                 |       |                   |
|-----------------|-------|-------------------|
| mm              | means | millimetre        |
| m               | means | metre             |
| mm <sup>2</sup> | means | square millimetre |
| m <sup>2</sup>  | means | square metre      |
| m <sup>3</sup>  | means | cubic metre       |
| kg              | means | kilogram          |
| to              | means | tonne (1000 kg)   |
| pcs             | means | pieces            |
| h               | means | hour              |
| L.s.            | means | Lump sum          |
| km              | means | kilometre         |
| l               | means | litre             |
| %               | means | per cent          |
| N.d             | means | nominal diameter  |
| m/m             | means | man-month         |
| m/d             | means | man-day           |

## ***II. Terms Relating To Payments***

The method for measuring completed works for payment must be in accordance with the Contract.

The provisional sums in the bill of quantities must be used in whole or in part at the discretion of the Engineer or as otherwise set out in the contract.

Each item in the bill of quantities for which payment is to be made in a lump sum, and for which no payment schedule is provided, must be paid after the work covered by the lump sum has been completed to the satisfaction of the Engineer.

## ***III. Pricing***

The prices and rates inserted in the bill of quantities are to be the full inclusive values of the works described under the items, including all costs and expenses which may be required in and for the construction of the works described together with any temporary works and installations which may be necessary and all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based. It will be assumed that establishment charges, profit and allowances for all obligations are spread evenly over all the unit rates.

The rates and prices tendered in the priced bill of quantities will be quoted at the rates current prior to the date of submission.

**Rates and prices must be entered against each item in the bill of quantities.** The rates will cover all tax, duty or other liabilities which are not stated separately in the bill of quantities and the tender.

## ***IV. Completing the bill of quantities***

In the bill of quantities, rates and prices will be entered in the appropriate columns in Euro.

Errors will be corrected as follows:

- a) where there is a discrepancy between amounts in figures and in words, the amount in words will prevail; and
- b) where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit price and the quantity, the unit rate as quoted will prevail.

## ***V. Description Of Unit Prices***

The tables that follow give the description of the rates (or unit prices) by using the relevant clauses of Volume 3 (Technical specifications).



# VOLUME 5 - DRAWINGS

Design Documents, including Drawings

## *List of drawings and documents attached*

| No | Name                         | Drawing No |
|----|------------------------------|------------|
| 1. | Siteplan                     | XAPA02_01  |
| 2. | Existing Plan                | XAPA02_02  |
| 3. | Proposed Plan                | XAPA02_03  |
| 4. | Proposed Sections            | XAPA02_05  |
| 5. | Photos of Site               | XAPA02_PH  |
| 6. | Restoration Method Statement | XAPA02_RMS |