

*Works part-financed through a  
Grant by the Ministry for Gozo*



ADVERT NUMBER: XAPA03

## WORKS TENDER FOR RESTORATION WORKS AT XAGHRA PARISH PARVIS, GOZO

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Closing Date: 5 August 2014

at 10:00am CET

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Date Published: 24 June 2014

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This Tender is free of charge

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**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 RESTORATION WORKS AT XAGHRA PARISH PARVIS, GOZO

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# 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 Restoration Works at Xaghra Parish Parvis. Works include but are not limited to the restoration of the perimeter wall around the parvis including two statues.
- 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 information<br>from the Contracting Authority                                 | 19/07/2014 | 16:30 |
| Last date on which additional information are issued<br>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 75% 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)
  - (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: XAPA03  
 Works Tender for Restoration 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 25% of the total contract value. The main contractor must have the ability to carry out at least 75% 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:

Restoration 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**
  - not applicable
  
- (b) **General Information** <sup>(Note 2)</sup>
  - 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
  
- (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 ○*
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: .....

## 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) |
|------------------------------------|-------------------------------------|------------------------------------------------------------|-------------------------------------------------------|
|                                    |                                     |                                                            |                                                       |
|                                    |                                     |                                                            |                                                       |
|                                    |                                     |                                                            |                                                       |
|                                    |                                     |                                                            |                                                       |
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|                                    |                                     |                                                            |                                                       |
|                                    |                                     |                                                            |                                                       |
|                                    |                                     |                                                            |                                                       |
|                                    |                                     |                                                            |                                                       |
|                                    |                                     |                                                            |                                                       |

**\* Note**

- The maximum amount of sub-contracting must not exceed 25% of the total contract value.
- The main contractor must have the ability to carry out at least 75% 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> |
| <i>Architect with 5 years' experience after warrant</i> |                  |             |     |                    |                       |                        |                                                                                         |                   |
|                                                         |                  |             |     |                    |                       |                        |                                                                                         |                   |
| <i>Foreman</i>                                          |                  |             |     |                    |                       |                        |                                                                                         |                   |
|                                                         |                  |             |     |                    |                       |                        |                                                                                         |                   |
| <i>Qualified Restorer</i>                               |                  |             |     |                    |                       |                        |                                                                                         |                   |
|                                                         |                  |             |     |                    |                       |                        |                                                                                         |                   |
| <i>Other Personnel</i>                                  |                  |             |     |                    |                       |                        |                                                                                         |                   |
| Health and Safety officer                               |                  |             |     |                    |                       |                        |                                                                                         |                   |
| Licenced mason                                          |                  |             |     |                    |                       |                        |                                                                                         |                   |

## 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 € |
|-----|----------------------------------|--------------------|--------------------|----------------|------------------------------------------------|---------------------|--------------------------------------|
| (A) | <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 Workplan/Programme of Works in graphic or text format in relation to this tender, describing how the tenderer plans to carry out the works and how works will interact with other tasks being carried out in the same site to show the tenderer's understanding of the works in question. The contractor binds himself to work hand in hand with other contractors in the same site and no delays will be incurred on the project due to unjustified delays by the restoration works contractor.

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.:

#### Restoration 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 restoration works on the façade.
- 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) Detailed mapping of all the restoration interventions carried out on the balustrade and statues. The intervention shall be carefully mapped out in conformity with approved standards and conventions as agreed with and approved by the Supervisor/Architect of the project. The mapping shall be submitted to the Supervisor in digital format (Acad 2000 or compliant) and 2 colour printed copies.
  - c) Weekly written reports detailing the methodology of the interventions carried out during the particular week.
  - d) 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, component and restoration methodology 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 vegetation grows on any part of the restored structure. Any vegetation which grows on any part of the restored structure is treated and removed as specified in this document and any resulting open joints pointed as specified in this document.
- iv. No black crust or other superficial deposits and/ or staining form on the structures. Any superficial layers which resurface and/or are naturally, deposited, applied, or otherwise onto the structure, are to be carefully removed as per specifications and methodologies outlined in this document and approved by the architect in charge.
- v. Plastic repair works show no signs of damage, particularly in the form of detachment from the masonry fabric or cracking and are not otherwise damaged. Any plastic repaired sections which have become detached, and/ or are otherwise showing signs of damage, shall be carefully removed and reinstated as per methodology outlined in this document and approved by the architect in charge. Likewise, any sections of plastic repair which are showing signs of powdering or other forms of deterioration shall be carefully brushed by hand, any unsound plastic repair carefully removed by hand and all damaged/ missing plastic repair re-instated to the same level/ profile/ state to that achieved during the restoration intervention. All works shall be carried out as directed and approved by the architect in charge.
- vi. Any lime renders and/ or pointing applied show no signs of damage in the form of cracking, detachment from the underlying masonry fabric, staining, powdering or otherwise. Any lime renders which have become detached, are powdering or are

otherwise damaged through natural action, and/ or water penetration from areas restored through this tender shall be carefully removed and new limewash applied. All remedial works shall be carried out as per methodology outlined in this document and approved by the architect in charge.

vii. 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.

viii. 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.

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**

61.10 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.

## RW SPECIFICATIONS FOR RESTORATION WORKS

Restoration works shall be carried out according to the method statement as approved by MEPA. A qualified restorer shall be part of the team and shall be required to draw up a detailed methodology of the restoration works involved and detailed documentation of the restoration works carried out. The expense for this shall be deemed to be included in the other rates for restoration 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
- Construction of baluster

#### 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 exiting 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. Use of cement shall strictly only be used where allowed by the architect in charge.

#### 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                                                 |

***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                              | XAPA03_01   |
| 2. | Existing Plan                         | XAPA03_02   |
| 3. | Proposed Plan                         | XAPA03_03   |
| 4. | Proposed Sections                     | XAPA03_05   |
| 5. | Deterioration Mapping of Statues      | XAPA03_06   |
| 6. | Photos of Site                        | XAPA03_PH   |
| 7. | Restoration Method Statement          | XAPA03_RMS  |
| 8. | Annex to Restoration Method Statement | XAPA03_RMSA |