



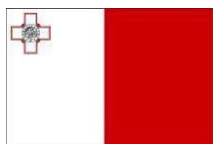
REFERENCE NUMBER: PA5/0102/20

TENDER FOR THE UPGRADING OF FLOORING OF THE PARVIS OF SANTA LUCIJA CHAPEL AND INSTALLATION OF LIGHTING SYSTEM, SANTA LUCIJA HAMLET, GOZO

Date Published: 25th May 2018

Deadline for Submission: 2nd July 2018 at 10:30am CEST

Tender Opening: 2nd July 2018 At 11:00am CEST



Operational Programme I – European Structural and
Investment Funds 2014-2020 –

*“Fostering a competitive and sustainable economy to
meet our challenges”*

Project part-financed by the European Regional
Development Fund

Co-financing rate: 76.61% European Union; 23.39%
National Funds



Bid Bond requirements for this tender: *Not Applicable*

KURA Association

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## SECTION 1 - INSTRUCTIONS TO TENDERERS

### 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 Non Governmental Organisation (NGO), whatever the economic operator's own corresponding conditions may be, which through the submission of the tender is waived. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender document. These Instructions to Tenderers complement the General Rules Governing Tenders for NGOs Version 1.0.

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

Prospective tenderers must submit their offer by depositing it in the tender box, located at KURA Association, c/o Gozo Diocese, Bishop's Chancery, Republic Street, Victoria Gozo VCT 1000. Tenderers must submit one original tender offer as well as a soft copy on a USB or CD. Tender reference number and tender title must be clearly indicated on the sealed bid. Prospective tenders take full responsible to submit their offer by the set tender submission deadline.

**Note:**

Where in this tender document a standard is quoted, it is to be understood that the Contracting Authority will accept equivalent standards. However, it will be the responsibility of the respective bidders to prove that the standards they quoted are equivalent to the standards requested by the Contracting Authority.

- 1.2 The subject of this tender is the Upgrading of flooring of the Santa Lucija Parvis and Installation of Lighting System including the following *works*:
- Excavation and dumping of the existing flooring and underlying material.
  - Supply, deposit and compacting of backfilling material.
  - Supply and casting of 225 mm thick concrete Grade C25 including C503 Steel Mesh
  - Supply and laying of waterproofing membrane
  - Supply and installation of walk-on light fittings
  - Supply and laying of lava material
  - Supply and laying of travertine steps and landings
- 1.3 The place of acceptance of the works shall be Santa Lucija Church, Santa Lucija Hamlet, Gozo, the time-limits for the execution of the contract shall be 12 weeks from the date of order to start works, and the INCOTERM<sup>2010</sup> applicable shall be **Delivery Duty Paid (DDP)**.
- 1.4 This is a unit-price/bill of quantities contract.
- 1.5 This call for tenders is being issued under an open procedure.
- 1.6 The beneficiary of this tender is *KURA Association*.
- 1.7 This tender is a not a reserved contract.

## 2. Timetable

|                                                                                                                                                                        | DATE                       | TIME  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-------|
| Clarification Meeting/Site Visit (Refer to Clause 6.1)                                                                                                                 | N/A                        | N/A   |
| <p>Deadline for request for any additional information from the NGO</p> <p>Clarification requests should be addressed to: <i>NGOs e-mail address</i></p>               | 14 <sup>th</sup> June 2018 | 17.00 |
| <p>Last date on which additional information can be issued by the NGO</p>                                                                                              | 21 <sup>st</sup> June 2018 | 20.00 |
| <p>Deadline for submission of tenders/Tender opening session (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering for NGOs)</p> | 2 <sup>nd</sup> July 2018  | 10.30 |
| * All times Central European Time (CET) / Central European Summer Time (CEST) as applicable                                                                            |                            |       |

## 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. Variant Solutions

- 4.1 Variant solutions are not permissible.

## 5. Financing

- 5.1 The project is *co-financed* by the European Union/Government of Malta, in accordance with the rules of Operational Programme I, 2014-2020 programme.

## **6. Clarification Meeting/Site Visit/Workshop**

6.1 No clarification meeting will be held.

## **7. Selection and Award Requirements**

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

### **(A) Eligibility Criteria**

- (i) No Bid Bond is required. <sup>(Note 1)</sup>
- (ii) Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment by completing and submitting the form with title Statement on Conditions of Employment.
- (iii) Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment by completing and submitting the form with title Statement on Conditions of Employment. Please also attach the minimum hourly workers' costs involving the provision of the employees' services. <sup>(Note 2)</sup>
- (iv) Power of Attorney (if applicable) <sup>(Note 2)</sup>
- (v) Submission of the declaration form that stipulates that following signature of contract, the successful bidder, will provide evidence in respect of the requirements stipulated regarding Energy Efficiency through the Energy Efficiency Form (if applicable) <sup>(Note 2)</sup>
- (vi) Information re Joint Venture/Consortium (if applicable)

(B) Exclusion (including Blacklisting) and Selection Criteria - information to be submitted through the completion of the following declaration forms:

- (i) Declaration concerning exclusion grounds
- (ii) Declaration concerning *Selection Criteria* (if any)

### **(C) Technical Specifications**

- (i) Tenderer's Technical Offer in response to specifications. <sup>(Note 3)</sup>

#### **Including:**

- 1) An indicative Work-Plan/Programme of Works in relation to this tender. This shall incorporate mobilisation or works, completion, commissioning and handing over of the works.
- 2) A Graphic Work Schedule (Gantt Chart) in relation to the 12-week

period allowed as Execution of the Contract under Article 32 of the Special Conditions.

- 3) A description of any quality assurance system/s detailing what would be available for ensuring the successful completion of the works. Including an indication of the technicians or technical bodies involved, whether or not belonging directly to the economic operator's undertaking.
- 4) Resources in terms of manpower and plant and equipment to be deployed for this project
- 5) A general plan outlining how the bidder shall ensure site safety during the execution of works;

(ii) Tender Declaration Form<sup>(Note 3)</sup>

(iii) **Key Experts Form** <sup>(Note 3)</sup>

**Personnel:** The operator is to submit a list of the key personnel proposed for the execution of the contract as per Key Expert Form. The Key Experts required for this tender are:

1 x Warranted Architect (Perit) and

1 X (Electrician) is in possession of the required Wireman License.

- (iv) **Literature** as per Form marked 'Literature/Samples List' is to be submitted with the technical offer at tendering stage. Alternatively, an Economic Operator can quote a reference number under which he/she has already supplied items so that there would be no need to submit literature. **No changes to the information provided in the Literature submitted will be allowed. Literature submitted shall be rectifiable only in respect of any missing information** <sup>(Note 3)</sup>
- (v) **Samples** as per Form marked 'Literature/Samples List' may be requested during the adjudication stage to supplement the technical offer submitted. If requested, the Samples must be submitted within 5 working days of being notified to do so. <sup>(Note 3)</sup> If Samples are not submitted within the specified timeframe, offer will not be considered further.

#### **(D) Financial Offer**

- (i) The Tender Form and Tenderer's Declaration are to be completed and submitted with the offer; a separate Tender Form is to be submitted for each option tendered, each form clearly marked 'Option 1', 'Option 2' etc.; <sup>(Note 2)</sup>
- (ii) A financial offer is to be submitted by filling in **/Bill of Quantities**, and is to be calculated on the basis of **Delivered Duty Paid (DDP)<sup>2010</sup> (Grand Total)** for the **works** tendered. <sup>(Note 2)</sup>

**Notes to Clause 7:**

- 1. Tenderers will be requested to clarify/rectify, within five (5) working days from notification, the tender guarantee only in the following circumstances: either incorrect validity date, and/or incorrect value. Rectification is subject to a non-refundable administrative fee of €50.*
- 2. Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five working days from notification. Rectification is subject to a non-refundable administrative fee of €50.*
- 3. No rectification shall be allowed. Only clarifications on the submitted information may be requested.*

**8. Tender Guarantee (Bid bond)**

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

**9. Criteria for Award**

- 9.1 The sole award criterion will be the price. The contract will be awarded to the tenderer submitting the cheapest priced offer satisfying the administrative and technical criteria.

## **SECTION 2 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS**

### **Part X of the Public Procurement Regulations**

270. Any tenderer or candidate concerned, or any person, having or having had an interest or who has been harmed or risks being harmed by an alleged infringement or by any decision taken including a proposed award in obtaining a contract, a rejection of a tender or a cancellation of a call for tender after the lapse of the publication period, may file an appeal by means of an objection before the Review Board, which shall contain in a very clear manner the reasons for their complaints.

271. The objection shall be filed within ten calendar days following the date on which the NGO has by fax or other electronic means sent its proposed award decision or the rejection of a tender or the cancellation of the call for tenders after the lapse of the publication period.

272. The communication to each tenderer or candidate concerned of the proposed award or of the cancellation of the call for tenders shall be accompanied by a summary of the relevant reasons relating to the rejection of the tender as set out in regulation 242 or the reasons why the call for tenders is being cancelled after the lapse of the publication period, and by a precise statement of the exact standstill period.

273. The objection shall only be valid if accompanied by a deposit equivalent to 0.50 per cent of the estimated value set by the NGO of the whole tender or if the tender is divided into lots according to the estimated value of the tender set by the NGO for each lot submitted by the tenderer, provided that in no case shall the deposit be less than four hundred euro (€400) or more than fifty thousand euro (€50,000) which may be refunded as the Public Contracts Review Board may decide in its decision.

274. The Secretary of the Review Board shall immediately notify the Director and/or the NGO as the case maybe that an objection had been filed with his authority thereby immediately suspending the award procedure.

275. The NGO involved, as the case may be, shall be precluded from concluding the contract during the period of ten calendar days allowed for the submission of appeals. The award process shall be completely suspended if an appeal is eventually submitted.

276. The procedure to be followed in submitting and determining appeals as well as the conditions under which such appeals may be filed shall be the following:

- (a) any decision by the General Contracts Committee or the Special Contracts Committee or by the NGO shall be made public by affixing it to the notice-board of the same NGO as the case may be or by uploading it on Government's e-procurement platform prior to the award of the contract if the call for tenders is administered by the NGO;

- (b) the appeal of the complainant shall also be affixed to the notice-board of the Review Board and shall be communicated by fax or by other electronic means to all participating tenderers;
- (c) the NGO and any interested party may, within ten calendar days from the day on which the appeal is affixed to the notice-board of the NGO and uploaded where applicable on the Government's e-procurement platform, file a written reply to the appeal. These replies shall also be affixed to the notice-board of the Review Board and where applicable it shall also be uploaded on the Government's e-procurement platform;
- (d) within three working days of the publication of the replies, the Secretary of the Review Board shall prepare a report (the Analysis Report) analysing the appeal and any reply to it. This report shall be circulated to the persons who file an appeal and to all parties who submitted a reply to the appeal;
- (e) after the preparatory process is duly completed, the Director or the Head of the NGO shall forward to the Chairman of the Review Board all documentation pertaining to the call for tenders in question including files, tenders submitted, copies of deposit receipts and any motivated letter;
- (f) The secretary of the board shall inform all the participants of the call for tenders, the NGO of the date or dates as the case maybe when the appeal will be heard;
- (g) When the oral hearing is concluded, the Public Contracts Review Board, if it does not deliver the decision on the same day, shall reserve decision for the earliest possible date to be fixed for the purpose, but not later than six weeks from the day of the oral hearing: Provided that for serious and justified reasons expressed in writing by means of an order notified to all the parties, the Public Contracts Review board may postpone the judgment for a later period.
- (h) The secretary of the board shall keep a record of the grounds of each adjournment and of everything done in each sitting;
- (i) After evaluating all the evidence and after considering all submissions put forward by the parties, the Review Board shall decide whether to accede or reject the appeal.

## 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.

For the purposes of contracts issued by NGOs, the term 'approval from the Central Government Authority' shall be substituted by the term 'approval by the Head responsible for that NGO'; Furthermore, any references to the Contracting Authority throughout the General Conditions shall be deemed to be referring to the NGO responsible for that procurement.

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 3: Order of Precedence of Contract Documents

3.1 The contract is made up of the following documents, in order of precedence:

- (a) the Contract,
- (b) the Special Conditions,
- (c) the General Conditions,
- (d) the NGO's technical specifications and design documentation,
- (e) the Contractor's technical offer, and the design documentation (drawings),
- (f) the bill of quantities (after arithmetical corrections)/breakdown,
- (g) the tender declarations in the Tender Response Format,
- (h) any other documents forming part of the contract.

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

### Article 4: Communications

4.1 KURA Association  
c/o Gozo Diocese  
Bishop's Chancery Republic Str,  
Victoria Gozo VCT 1000  
Tel: 356 21551211  
Email: kura.diocese.gozo@gmail.com

Communications between the Contracting Authority and/or the Supervisor on one hand, and the Contractor on the other, shall be exclusively in writing and in the English language. Specific and standard procedures of communication (templates of request for information, contract submittal, site instructions, time of communication and for replies, frequency of meetings) shall be agreed among the Contracting Authority and the winning bidder within fifteen (15) days from the

Commencement Date of the Contract, unless otherwise specified in these Special Conditions and in Section 4 – Technical Specifications.

#### Article 5: Supervisor and Supervisor's Representative

The contractor shall inform the Contracting Authority & its appointed Supervisor about all stages of progress of the project. Any unauthorized halting of works will not be allowed and no extension in the implementation timeframe will be granted in such instances. The Contractor shall seek prior approval from the Supervisor to halt works on site.

- 5.6 The Contractor shall be responsible to provide all access necessary for verifying and inspecting the works carried out and the items being provided

#### Article 6: Assignment

Requests from the contractor for a change in assignment will not be allowed except in the case of force majeure which results in the Contractor being unable to carry out the tasks assigned in the contract.

#### Article 8: Supply of Documents

- 8.4 The contractor shall follow closely all instructions specified in the documents and drawings submitted with this tender and any other drawings provided to him by the Supervisor during the course of the works. Any documents and drawings prepared by the Contractor are to be submitted for approval to the Contracting Authority and the Supervisor, the procedure being agreed to between the parties as indicated in Clause 4 of the Special Conditions.

#### Article 9: Access to Site

In addition to sub clause 9.1 of the General Conditions, contractors may be required to suspend all or part of the works being carried out in order not to disturb any official function or activity held as indicated by the Contracting Authority. The contractor will be notified of such suspension of works at least 48 hours in advance and will not be eligible for compensation, apart from an extension of time.

The contractor is to note that access to the public/private buildings shall be maintained at all times and shall maintain pedestrian and vehicular access (where applicable) at all times.

To this effect, the contractor and his employees shall be required to abide by the instructions issued from time to time by personnel responsible for the security of the underlying/adjoining properties and shall ensure that all works are carried out without jeopardizing the security of the place

#### Article 10: Assistance with Local Regulations

- 10.3 The contractor is responsible for complying with local regulations at his expense to ensure the project is compliant with all the relevant local regulations.

#### Article 11: The Contractor's Obligations

11.1

The Contractor shall be responsible for the adequacy, stability and safety of all Site operations and of all methods of construction. The Contractor shall be responsible for all Contractors' documents, Temporary Works, and such Design of each item of Plant and Materials as is required for the item to be in accordance with the Contract.

The Contractor shall whenever required by the Supervisor, submit details of the arrangements and methods that the Contractor proposes to adopt for the execution of the Works. No significant alteration to these arrangements and methods shall be made without this having previously been notified to the Supervisor.

The Contractor shall prepare detailed construction drawings required for the Permanent works. The Contractor shall;

- a) submit to the Supervisor the Contractor's Documents for this part in accordance with the procedures specified in the Contract;
- b) the Contractor shall be responsible for this part which shall, when the works are completed, be fit for such purposes for which the part is intended as specified in the Contract; and
- c) On completion, the Contractor shall submit to the Supervisor the "as built" documents and operation and maintenance manuals, in accordance with the Specification and in sufficient detail for the Supervisor to operate, maintain, dismantle, reassemble, adjust and repair this part of the works. Such part shall not be considered to be completed for the purposes of taking over until these documents and manuals have been submitted to the Supervisor.

The Contractor shall, as specified in the contract or as instructed by the Supervisor allow appropriate opportunities for carrying out work to:

- a) Employer's Personnel,
- b) Any other sub-contractors employed by the employer and,
- c) The personnel of any legally constituted public authorities and,
- d) The personnel of service utility companies,

who may be employed in the execution on or near the Site of any work not included in the contract.

Any such instruction shall only constitute a variation if and to the extent that it causes the Contractor to incur **Unforeseeable Cost**. Services for these personnel and other contractors may include the Contractor's Equipment, Temporary Works or access arrangements which are the responsibility of the Contractor.

The Contractor shall;

- a) Comply with all applicable safety regulations,
- b) Take care of the safety of all persons entitled to be on the Site,
- c) Use reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons,
- d) Provide fencing, lighting, guarding, and watching of the Works until completion and taking over under the Employer's Taking over, and
- e) Provide any Temporary Works (including roadways, footways, guards, and fences) which may be necessary, because of the execution of the Works for the use and protection of the public and of owners and occupiers of adjacent land.

Further to Article 11.2 in the General Conditions, the contractor shall deploy the necessary

- 11.20** resources so as to maintain a good progress of work on the site and shall also, where necessary, undertake to perform works outside normal working hours, and on public holidays and weekends at no additional cost to the Contracting Authority, so as to ensure the completion of the Works within the required time-frame, in accordance with the Technical Requirements and with the Period of Execution.
- Furthermore, the contractor shall be expected to be co-operative and allow the use of his scaffolding and/ or other facilities available on site for the efficient execution of the above-mentioned works. Same contractor will not be entitled to any compensation (financial or otherwise) for these services, etc
- 11.21** The Contractor shall be obliged to follow any and all instructions issued by the Supervisor in relation to the Works in so far as these fall within the overall scope of the Contract.
- 11.22** The Contractor shall be obliged to ensure avoidance of disruption and inconvenience to the day to day business on and around the site, including the co-ordination with other contractors that may be engaged on or in the vicinity of the site, the free movement of traffic and pedestrians, except where this is absolutely unavoidable. In particular, the Contractor shall take all such precautions as may become necessary so as to avoid causing any damage to adjacent buildings or property, including public spaces, during the execution of the Works.
- 11.23** The Contractor shall also, in addition to the above, take any necessary action to ensure and maintain the health and safety of his employees, together with those of the employees of any other contractor engaged on or in the vicinity of the site, together with the general public and shall follow any relevant instructions and /or recommendations of the contractor's Health and Safety Offices and the Contracting Authority Project Supervisor to fulfil the obligations set out in the Legal Notice 281/2004 (SL 424.29)
- 11.24** In addition to other obligations arising under the Contract pertinent to the execution of the Works, the Contractor shall, following completion of same, fulfill all obligations during the Defects Liability Period as outlined in Article 58.6 of these Special conditions.
- 11.25** The Contractor shall not dismantle the scaffolding prior to the approval of the Contracting Authority's architect and civil engineer in charge. The contractor shall give the Contracting Authority's architect and civil engineer in charge at least one week notice to allow for a final inspection and the measurement of works
- 11.26** All lifting equipment used on site shall be certified by a warranted Mechanical Engineer every six (6) months, in accordance with the regulations issued by the Occupational Health and Safety Authority.
- 11.27** Copies of the certificates shall be sent to the Contracting Authority's Architect and civil engineer in charge/Project Manager before commencement of work and as necessary should the six (6) month certification period elapse.
- 11.28** A suitable "housekeeping" programme shall be established before commencement of the project, and be continuously implemented on the Site.
- 11.29** The Contractor will be available to attend regular site, management and progress meetings.

#### Article 13: Performance Guarantee

- 13.1 The Contractor shall, within 15 days of receipt of the contract for signature, furnish the Contracting Authority with the original guarantee for the full and proper performance of the contract. It shall not exceed 4% where the amount of the total contract value is between €10,000 and €500,000 ex VAT.
- 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.
- Furthermore, the Contracting Authority will not affect any payment to the Contractor until the performance guarantee has been submitted.
- 13.8 The performance guarantee shall be released within 30 days of the signing of the Provisional Acceptance Certificate including any snag lists

#### Article 14: Insurance

- 14.1.a Without any prejudice to Article 14.1 a, b, c of the General Conditions, the contractor is required to insure for the whole duration of the contract against risk of damage to the historic fabric of the building being restored through this contract for the amount of €235,000 per accident with the number of occurrences unlimited.
- 14.2 Without any prejudice to 14.1 a, b, c of the General Conditions, the contractor is required to insure for the whole duration of the contract for the amount of €1,500,000 per accident with the number of occurrences unlimited against each party's liability for any loss, damage, death or bodily harm, that may be caused to third parties, or to any person that is authorized to be on site at any given time, or any damages to property belonging to third parties, including loss of profits that may be sustained by third parties.
- Amount per personal injury and unlimited occurrences as specified in Article 14.2 of the Special Conditions.
- 14.3

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

- 15.1 The Contractor shall provide a detailed Programme of Works.
- 15.2 The project shall be completed within 12 weeks from the letter of order to start works.
- 15.4 The Programme of Works shall be updated monthly or whenever required by the Supervisor, to be in line with the progress of the actual Works. The Programme of Works shall be accompanied by sufficient data and information together with all the necessary details of constructional plant, required labour force, etc. The Supervisor shall approve the Programme of Works within ten (10) working days from submission by the Contractor to the Supervisor. Should the Supervisor consider any alteration in or addition to the Programme of Works as submitted, the Contractor shall conform therewith without additional cost. Any changes to the Programme of Works shall be approved by the Contracting Authority.

#### Article 17: Contractor's Drawings/Diagrams

- 17.1 The contractor shall prepare at his expense any drawings requested by the Contracting Authority according to the directions of the Supervisor. Such drawings shall be delivered by Contractor to Contracting Authority within 4 working days and approval shall be issued by Contracting Authority within 2 working days. Approval shall be issued in writing to Contractor by Supervisor.
- 17.7 Further to the provisions of Article 17.7 of the General Conditions, the Contractor must submit a full set of the final drawings upon completion of the project and must do so within 50 days from issuing of the Partial Provisional Acceptance Certificate. Failure to do so will result in a daily penalty of fifty (50) euro up to a maximum of 1% of the contract value.

#### Article 18: Tender Prices

The Contractor shall pay all taxes, duties, and fees required to be paid by him under the Contract, and the Contract Price shall not be adjusted for any of these costs except of changes in the Laws of the Malta or in the judicial or official government interpretation of such Laws made after the base date.

The tendered rates shall be fixed rates and no allowances will be made to allow for fluctuations in rates and process or for any increase or decrease in the costs of labour and/or materials. It must be distinctly understood that the whole specification is intended to be strictly enforced, and that no extra charge in respect of extra works will be allowed unless they are clearly outside the spirit of the specification.

The tendered rates shall be inclusive of all works specified as well as any other works which are of a contingent or indispensable nature for completing the work in its entirety and to the satisfaction of the Supervisor. The rates shall be inclusive of all necessary material including profits, payment of customs duty and landing charges on all imported goods and all other charges on services, hire of plant and machinery required and air transport of materials to the site of works and if necessary, watching duties required for the security of the site and works. The rates should also include all professional fees involved on behalf of the contractor. The rates shall also include all those works indicated in all the documents forming part of this tender. A financial offer is to be submitted by filling in Bill of Quantities, and is to be calculated on the basis of **Delivered Duty Paid (DDP)<sup>2010</sup>**, **(Grand Total)** for the works tendered

The quantities set out in the Bill of Quantities are estimated quantities and are not to be taken as the actual and correct quantities of the works which the contractor is required to execute.

#### Article 19 Exceptional Risks

- 19.5 Further to the provisions of Article 19.5 of the General Conditions, if the Contractor is granted an extension of time in the implementation of the works, the Contractor cannot make a request for financial compensation for extension of time.

#### Article 20: Safety on Site

- 20.2 Further to the provisions of the General Conditions, it is the obligation of contractors to carry out a suitable, sufficient and systematic assessment of all the occupational health and safety hazards which may be present at the place of work and the resultant risks involved concerning

all aspects of the work activity.

- 20.3** Further to the provisions of the General Conditions, it is also the duty of a contractor to cooperate with other employers, contractors and, or self-employed persons who share a common work place, on the implementation of Health and Safety provisions. The contractor or his designate shall co-ordinate necessary actions in matters which concern protective and preventive measures, and shall inform all on site as well as the Health and Safety Project Supervisor regarding any potential risks.

#### **Article 21: Safeguarding Adjacent Properties**

Further to clause 21.1 of the General Conditions, the contractor shall liaise and co-operate with the appropriate Authorities and occupiers of adjoining land and buildings likely to be affected by the works, for all matters regarding access, monitoring, third party rights, and similar.

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

The roads surrounding the site shall remain open at all times. However, the Contractor is to liaise with the Contracting Authority with respect to any traffic arrangements while the works are being carried out. The Contractor is responsible to obtain necessary permits that may be required if the works impact of traffic.

#### **Article 23: Cables and Conduits**

The contractor shall be responsible for locating existing drains and services, and underground cables and pipes, for seeking instruction from the appropriate authorities as to how to deal with such services, and for carrying out any necessary work relating to deviations or protection, or any other works deemed necessary by the respective Utility or authority.

#### **Article 25: Demolished Materials**

- 25.1** The contractor must carefully dismantle, load, transport, unload, store and protect items that the Contracting Authority retains ownership to onsite stores.
- 25.2** Demolition material unless indicated otherwise in the bills of quantities and by the supervisor in charge, become the property of the Contractor and the carting away and dumping charges are at the expense of the Contractor.
- The Contracting Authority retains ownership of excavated agricultural soil which shall be stockpiled on site, sieved and reused during the project. The Contractor shall be responsible for the transport of all surplus excavated agricultural soil, not required for the completion of the project, to a location as instructed by the Supervisor.
- 25.4** The Contractor shall stockpile and recycle masonry blocks and slabs for reuse by the Contracting Authority if so directed and use recycled material whenever possible. Further to article 25.4 of the General conditions, the contractor shall also take care to dispose of the waste material fully at his expenses and in an environmentally friendly manner.

#### **Article 26: Discoveries**

- 26.2** Further to provisions of Article 26.2 of the General Conditions, the Contractor shall observe the provisions set out in the Cultural Heritage Act 2002 (CAP 445) at all times

- 26.3** Further to the provisions of Article 26.3 of the General Conditions, any in filled fissures, caverns, reservoirs/cisterns, hollows, Quaternary deposits, or other features of geological, geomorphological, hydrological, palaeontological interest which are discovered must be reported immediately to the Superintendent of Cultural Heritage and to the Archaeological Monitor. The contractor shall halt the works and follow all instructions given by the Supervisor and Site Archaeologist to protect or to investigate further the discovery.

The Contractor shall co-ordinate and co-operate with the archaeologist appointed by the Contracting Authority with the Local Authorities at all times.

#### Article 28: Soil Studies

- 28.1** Not applicable

#### Article 30: Patents and Licences

- 30.1** Not applicable

#### Article 31: Commencement Date

- 31.1** The Commencement Date for this contract shall be 1 week from the Order to Start Works. The order to start works will not be issued later than two (2) months from the last date of signature shown on contract. The performance of the contract is to commence on order to start works. The Contractor must furnish the Contracting Authority with a certified true copy of the Insurance Policy together with all documentation related to Health and Safety prior to commencing works.

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

- 32.1** The period of execution of task for the projects covered by this contract shall be 12 weeks.

The contractor will be expected to commit sufficient resources to carry out works on more than one area at the same time, to guarantee the on time completion of all the Works as specified in this tender

#### Article 33 Extension of the Period of Execution of Tasks

- 33.4** Further to the provisions of Article 33 of the General Conditions, should the Contractor be granted an extension of the period of execution of the tasks that are the subject of this contract, the Contractor cannot make a claim for financial compensation for such extension in the period of execution of the tasks of the contract.

#### Article 34: Delays in Execution

The Contractor shall be liable to a deduction of 0.1% of the contract price per day's delay up to a limit of 20% of the total contract price.

Upon reaching the maximum penalty, the Contracting Authority reserves the right to terminate the contract and seek the services of a third party for the completion of works.

#### Article 35: Modification to the Contract

- 35.8** The Contracting Authority has a right to increase or reduce works of a similar nature by a maximum of 15% of the contract value which have become necessary for the purpose of achieving the scope of the contract. These inter alia include the detection of unidentified works evident only once the interventions have commenced such as the repetition of excavation works, compacting of material, steel mesh, waterproofing and supplying and laying of lava material.
- 35.9** The Contracting Authority will have the right to instruct additional works up to a maximum of 15% of the contract value which have become necessary for the purpose of achieving the scope of the contract. Such works would be resulting from close inspection of works accessible only after excavation takes place during the course of works. These inter alia include works evident only once the interventions have commenced such as the alternative mesh, waterproofing, supply and laying material and even the possibility of encountering buried services which would need to be altered.
- 35.11** The provisions provided for in Article 35.11 of the General Conditions shall not be applicable to this contract.
- 35.12** The provisions provided for in Article 35.12 of the General Conditions shall not be applicable to this contract.
- 35.13** The provisions provided for in Article 35.13 of the General Conditions shall not be applicable to this contract.

#### Article 37: Work Register

- 37.1** A work register is to be kept giving daily information on the works carried out and the number of workmen present on site.
- 37.2** Statements shall be prepared in the form of detailed measurements and quantities which correspond to the items specified in the financial offer bill of quantities.
- 37.3** Statements shall be drawn up within one week of completion of the works.

#### Article 38: Origin

- 38.1** There is no authorized derogation to the rules of origin.

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

- 39.2** All designs, components, materials, and restoration interventions/methodologies shall be submitted to the Supervisor (Architect and/or Civil Engineer in charge) for written preliminary

technical approval, prior to their implementation or procurement. All requests and documentation must be submitted with 15 calendar days prior to execution of works on site.

#### Article 40: Inspection and Testing

- 40.2 The Contractor shall appoint at his own expense an independent Quality Assurance and Quality Control company which will be responsible for testing the materials used and ensuring that the work methods employed are according to the relevant European Standards and the rules of trade. The Contractor is obliged to provide a declaration by this company at tendering stage that it going to be in charge of this aspect of the contract.

#### Article 42: Ownership of Plants and Materials

- 42.2 Any equipment, temporary structures and plant provided by the Contractor on the site shall remain the property of the Contractor. The same applies to any materials and equipment until they are incorporated in the permanent works and subject to provisional acceptance.

#### Article 43: Payments: General Principles

- 43.1 Payments will be made in Euro.

Payments shall be authorized by the Contracting Authority, and paid by the Treasury Department.

| Payment Schedule      |                                                                  |                       |
|-----------------------|------------------------------------------------------------------|-----------------------|
|                       |                                                                  |                       |
| Pre-financing Payment | As per 44.1 of Special Conditions                                | 20% of contract value |
| Interim Payments      | As per measured works                                            | 75% of contract value |
| Retention Monies      | As per payment schedule in Clause 45.2 of the Special Conditions | 5% of contract value  |

Following certification by Supervisor as in 43.1 above, the Contracting Authority will process the relative payment order. Sums due shall be paid within no more than 60 calendar days from the date on which an admissible payment request is registered by the Contracting Authority. The date of payment shall be the date on which the institution's account is debited. The payment request shall not be admissible if one or more essential requirements are not met.

The 60-day period may be suspended by notifying the Contractor that the payment request cannot be fulfilled because the sum is not due, because appropriate substantiating documents have not been provided or because there is evidence that the expenditure might not be eligible. In the latter case, an inspection may be carried out on the spot for the purpose of further checks. The Contractor shall provide clarifications, modifications or further information within 30 days of being asked to do so. The payment period shall continue to run from the date on which a properly drawn-up payment request is registered.

- 43.3 As per General Conditions.

#### Article 44: Pre-financing

- 44.1 Pre-financing to the Contractor of 20% of the contract value shall be obligatory.
- 44.2 Pre-financing amounting to 20 % of the contract value shall be granted to the Contractor against the provision of a bank guarantee by Contractor in favour of the Contracting Authority of the equivalent amount.
- 44.3 Further to Article 44.3 of the General Conditions, the Contractor shall present to the Contracting Authority, within forty five (45) days of the signing of the contract, a bank guarantee of the amount equivalent to 20% of the contract value for the Contracting Authority to release the pre-financing payment of the same amount.
- 44.8 The pre-financing payment shall be repaid through percentage deductions in payment certificates as follows:
- (a) Advance payment equivalent to 20% of the contract value:
- Deductions shall commence in the payment Certificate in which the total of all certified interim payments (excluding the advance payment and deductions and repayments of retention) exceeds 10% of the Accepted Contract Amount less Provisional Sums; and
  - Deductions shall be made at the amortisation rate of 20% of the cumulative amount of each payment certificate (excluding advance payment and deductions and repayments for retention) in the currency and proportions of the advance payment, until such time as the advance payment has been repaid in full; and
  - With every 50% of the pre-financing amount being amortised, the Contracting Authority shall authorize the relevant financial institution to release the equivalent 50% from the pre-financing guarantee granted in terms of Article 44.3 of these Special Conditions. Thus, the pre-financing guarantee shall decrease proportionately throughout execution of the contract.

#### Article 45: Retention Monies

- 45.2 The sum of money retained from the interim payments shall be of 5%. This sum shall be paid upon submission of an equivalent retention bank guarantee (issued in the form provided in this tender document) by the Contractor to the Contracting Authority when issuing the Provisional Acceptance Certificate as specified in Article 57. The bank guarantee will be released upon issuing of the final acceptance of the works as per Article 58. The said retention guarantee shall be released only after the conditions requested under Art 58 are satisfied. The retention guarantee will be released within 45 days from when the Final Acceptance Certificate is issued.

#### Article 46: Price Revision

- 46.1 Tender prices are fixed and not subject to revision with the exception of that resulting from causes listed under Article 46.3 of the General Conditions.
- 46.3 As per General Conditions

#### Article 47: Measurement

- 47.2 The works shall be measured by the Supervisor appointed by the Contracting Authority. The contractor will be notified and is to be present during the measurement of the works. However, if the contractor is notified and he is not present, measurement of the works by the Supervisor will still be carried out. The works shall be measured according to the rules of trade used by architects and civil engineers and quantity surveyors for the measurement of works. If the contractor appoints his own quantity surveyor for the measurement of the works, the expenses of this surveyor will be borne fully by the contractor and the resulting measurements by the contractor's representative are not in any way binding on the contracting authority. In this aspect, the Contracting Authority is represented by the Supervisor.

#### Article 48: Interim Payments

- 48.1 Interim Payments of sums due for the executed and provisionally accepted works shall be authorized by the Contracting Authority and payment will be issued by the Treasury Department within the Ministry of Finance paid against a valid invoice after works in accordance to quality and progress of works. The retention shall be released in accordance to Clause 45.2 of these special conditions. The Contractor shall submit his claim for progress payments to the Contracting Authority in writing. Such claims are to be supported by evaluation of the works executed and materials installed on site and show the value of the permanent works executed by him up to the end of the month. All claims shall be evaluated by the Contracting Authority in relation to the Bills of Quantities and Contract Rates and documentation produced by the Contractor and on the basis that such works have been executed in accordance with the Contract Documents and to the satisfaction of the Contracting Authority. Provided the Contracting Authority agrees with the statement, the relevant Payment Certificate will be issued.

#### Article 50: Delayed Payments

- 50.1 The Contracting Authority shall pay the contractor sums due within 60 days of the date on which an admissible payment is registered, in accordance with Article 43 of these Special Conditions. This period shall begin to run from the approval of these documents by the competent department referred to in Article 43.1 of these Special Conditions. These documents shall be approved either expressly or tacitly, in the absence of any written reaction in the 30 days following their receipt accompanied by the requisite documents.
- 50.2 Once the deadline laid down in Article 50.1 has expired, the Contractor may, within two months of late payment, claim late-payment interest:
- at the rediscount rate applied by the issuing institution of the country of the Contracting Authority;  
on the first day of the month in which the deadline expired, plus two percentage points (2%). The late-payment interest shall apply to the time which elapses between the date of the payment deadline (exclusive) and the date on which the Contracting Authority's account is debited (inclusive).

#### Article 53: End Date

- 53.1 The contract will be co-financed through the European Regional Development Fund 2014-2020, therefore the payment obligations of this contract will be concluded by end December 2020.

#### Article 56: Partial Acceptance

- 56.2 The supervisor will issue partial provisional acceptance upon completion of full works on the structure envisioned within the contract and not upon completion of works on parts of the structure envisioned within the contract.
- 56.3 The maintenance period shall run from the date of the Provisional Acceptance Certificate issued as per Article 57.

#### Article 57: Provisional Acceptance

- 57.6 Further to the provisions of Article 57 of the General Conditions, the Provisional Acceptance Certificate can only be issued once all pending snags included in the relevant snag list are appropriately addressed by the Contractor and to the satisfaction of the Supervisor.

#### Article 58: Maintenance Obligations

Further to the provisions of Article 58 of the General Conditions, the contractor shall guarantee that works carried out on the outbuildings through works specified in this tender document are adequately maintained for a period of 24 months from issuing of the Provisional Acceptance Certificate. The Contractor shall be responsible for remedying, at his expense, defects and damages during this period as specified in the General Conditions.

#### Article 66: Dispute Settlement by Litigation

- 66.1 If no settlement is reached within 120 days of the start of the amicable dispute-settlement procedure, each Party may seek:
- a) either a ruling from a national court, or
  - b) an arbitration ruling, in the case where the parties, i.e. the Contracting Authority and the Contractor, by agreement decide to refer the matter to arbitration.

#### Article 70: Further Additional Clauses

- 70.1 Tenderers are advised to inspect and examine the site and clarify the extent of the works or any other matter relating to these works with the Contracting Authority or its representatives prior to tendering as no claims relating to such matters will be entertained after the award of the contract.
- 70.2 The contractor is completely responsible for providing for the execution of the works all electrical power and water necessary for the completion of the works.
- 70.3 The successful contractor will be responsible to ensure that works are to be carried out in such a manner as to cause no damage by vibration and no unnecessary noise as little

inconvenience as possible to the public and, in particular to the residents of the access roads. The contractor will be held responsible for any claims which arise from the disregard of this clause. He is hence responsible for providing all equipment, materials and extra labour necessary for ensuring that the dust, noise and related inconveniences generated from the works do not create inconveniences to the residents and the general public.

70.4 The contractor is responsible for any damage he may cause to third party property and to services passing through the street including water, drainage, electricity, cable television and other services. This damage shall be made good according to the directions of the architect in charge or any other third party which has suffered the damage.

70.5 The site surroundings are to be left clean and tidy at all times, and any materials must be cleared daily if so instructed. The removal of all materials at the end of the works from the site itself is imperative. Within the site, no unnecessary materials should be left.

70.6 Under no circumstances will the contractor be allowed to use any possible hoarding or any part of the building for advertising purposes, but he will be allowed to exhibit the usual name boards to the approval of the architect in charge. The contractor must provide "work identification signs" approved by the Contracting Authority which his employees will use during the work. The contractor is also obliged to provide the Contracting Authority with a list of the employees who will be working on site as soon as he receives the letter of order to start works.

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

70.8 The Contractor shall take all necessary precautions not to cause any damage to any part of the work, equipment, material and goods stored on site and to prevent any damage to properties of third parties and injuries to persons whether or not in his employment.

70.9 The Contractor shall take all the necessary safety measures to protect his employees. The contractor is exclusively and solely responsible for seeking the advice of the Health and Safety Department and for following completely their instructions in this regard and for following the relevant legislation in this regard. He is also completely responsible for taking all extra measures necessary for ensuring that the way the project is executed does not present any danger to his employees and to the general public nor during the execution of the works and neither when the works have been completed.

70.11 The contractor is completely responsible for contacting all concerned Government Departments, Corporations, Authorities and related bodies for information regarding the layout and exact position of services passing from within the street and pavements in question. The contractor is fully responsible for damage he may occur to such services and for any injury which his employees or the general public may suffer due to his negligence or due to his lack of co-operation with the Government Departments and Corporations concerned. He is also completely responsible for all expenses incurred in compiling this material, including police permit fees.

70.12 The contractor or his representative shall be on site of works during all working hours. The representative shall be empowered to receive and act on the instructions given by the officer in charge and any such instructions, directives, or explanations shall be held to have been given to the contractor in person.

70.13 The Supervisor or any persons authorised by him as well as the Employer or his representative shall have, at all times, access to the Site and to all workshops or other places where work or material for this contract is being manufactured, fabricated or prepared. The Contractor shall afford every facility for, and every assistance in, obtaining the right to such access.

- 70.14 The contractor is completely responsible for all setting out of the works he is being obliged to carry out through this contract and during the progress of the works he shall amend, at his own cost, any errors arising from inaccurate setting out.
- 70.15 The Supervisor or his representative shall, during the progress of works, have the power to order the removal, within such reasonable time or times as may be specified in the order, of any material which in his opinion are not in accordance with the specifications, and order the substitution of same with proper materials. The Supervisor or his representative shall also have the power to order the removal and subsequent re-execution of any work carried out with materials or workmanship not in accordance with the specifications or instructions, and the contractor shall forthwith carry out such order at his own expense.
- 70.16
- 70.17 Where the Supervisor the employer certifies that in any particular case the contractor has failed to perform the service in accordance with the contract documents the Contracting Authority is entitled to instruct in writing the contractor to remedy the failure in order to comply fully therewith within such reasonable period as the Contracting Authority or its architect may determine. If the contractor fails to comply with the instructions of the Contracting Authority or its architect within such time as may have been required by the Contracting Authority, the latter shall be entitled either to have such work carried out by other persons and to recover from contractor the cost incurred by the Contracting Authority and to determine the contract under the provision of other relevant clauses of this tender, or to record in writing and deliver a written notice of default to the contractor followed by a deduction in the payments at an amount to be determined by the Contracting Authority.
- This clause shall in no way mitigate any of the responsibilities borne by the contractor in charge as explained further up.
- 70.18 The contractor shall replace at his own expense any work which is proven to be defective even after completion. Samples of the materials used in the project will be tested at the expense of the contractor both for quality and for quantity.
- 70.19 Save insofar as the Contract may prescribe:
- a. the extent of portions of the Site of which the Contractor is to be given possession from time to time,
  - b. the order in which such portions shall be made available to the Contractor, and, subject to any requirement in the Contract as to the Order in which the Works shall be executed, the Contracting Authority will, with the Architect's notice to commence the Works, give to the Contractor possession of
  - c. so much of the Site, and
  - d. such access as, in accordance with the Contract, is to be provided by the Contracting Authority as may be required to enable the Contractor to commence and proceed with the execution of the Works in accordance with the time completion period, and otherwise in accordance with such reasonable proposals as the Contractor shall by notice to the Supervisor with a copy to the Contracting Authority, make. The Contracting Authority will, from time to time as the Works proceed, give the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with the execution of the Works with due dispatch in accordance with such programme or proposals, as the case may be.
- 70.20 The Supervisor shall be at liberty to object to and require the Contractor to remove forthwith from the works any person provided by the contractor who, in the opinion of the Supervisor, misconducts himself, or is incompetent or negligent in the proper performance of his duties, or whose presence on site is otherwise considered by the Supervisor to be undesirable, and such person shall not be again allowed upon the works without the consent of the Supervisor. Any person so removed from the works shall be replaced immediately.
- 70.21 The procurement of all the construction materials necessary to complete the works, shall be

the sole responsibility of the contractor.

70.22 Should the selected contractor encounter technical problems in the works ordered by the Contracting Authority or its Supervisor, he is responsible for contacting the Supervisor and following his advice. If the contractor does not seek or follow the advice of the Supervisor, he shall be held responsible by the Contracting Authority for any damages or inadequacies caused in the completion of the commissioned work.

70.23 By submitting this tender the successful tenderer is automatically giving a guarantee of quality for all these works. Any damage which occurs and which result from negligence of the contractor or from poor quality of the materials used or any other responsibility of the contractor, including subsidence of the street surface or pavement must be made good immediately by the contractor himself.

The works/services contracts are subject to the approval of the project by the relevant competent authorities.

It will be the sole responsibility of the contractor to make good for any loss of funding or any fine which the Contracting Authority may incur at the contractor's fault.

## **SECTION 4 -SPECIFICATIONS** (Note 3)

Reference is hereby to be made to the Tender Drawings and Bill of Quantities

Application No: PA/02085/16

Location:

St Lucy Church, Pjazza Santa Lucija, Kercem, Gozo.

### **4.0 Works Method Statement**

#### **4.1 Project Description**

This method statement is intended to control the construction works which shall be carried out on site, including the hazards associated with the works and the safety precautions to be implemented. The works to be carried out consist of four phases as described below.

##### **Preliminaries**

Before any works are carried out, the site should be completely hoarded to a height of two meters along the whole of the street facade. This hoarding should be able and capable of taking strong gusts of wind to ensure safety to pedestrians.

The location of the site permits access of trucks and other machinery. Access to the site will only be allowed to authorised persons. Workmen are to be provided with safety gear.

##### **Phase 1:**

Removal, excavation and dumping of the existing flooring and underlying material. The removal of the existing cement tiles shall be carried out manually and by the use of a small mechanical shovel (bob-cat). The resulting debris will be loaded on trucks and transported away to an approved dump site. Adequate cover to the dumping trucks must be provided to prevent dispersion of dust and debris into public roads.

Phase 2:

Supply and casting of reinforced concrete platform. This shall be followed by the laying of a waterproofing membrane.

Phase 3:

Supply and installation of six (6) floor lighting and the relaying of the new flooring and steps.

Phase 4:

Grouting of the floor tiles and steps and cleaning of the site.

Environmental protection

No dirty run-off water from the site will be allowed to enter the public drains and culverts. Trucks will not be allowed to carry dirt on their wheels out into the public roads. All waste generated should be dumped to appropriately designated sites.

Occupational Health and Safety protection

All personnel on site shall be equipped and must wear the following during the working hours: Safety helmets

Safety shoes

Ear plugs/muffs

Wet weather wear

It is the responsibility of the contractor to engage a Health and Safety officer to organise and control all H&S issues during the construction period. Care must be taken to restrict unnecessary noise and dust pollution.

The excavation works must be carried out as per subsidiary legislation 513.02.

It is the responsibility of the contractor to carry out site inspections to all personnel on site. All works should be carried out in accordance with PA conditions.

## **4.2 Paving Materials and Electrical Works**

### **a. Lava Slabs**

The proposed lava paving slabs are to meet the following minimum material requirement :

|                      |                                                                                                                              |
|----------------------|------------------------------------------------------------------------------------------------------------------------------|
| Density              | minimum 2700kg/m <sup>3</sup>                                                                                                |
| Compressive Strength | minimum 150 MPa                                                                                                              |
| Flexural strength    | minimum 13 MPa                                                                                                               |
| Water absorption     | maximum 1.5%                                                                                                                 |
| Abrasion resistance  | maximum 5mm                                                                                                                  |
| Thickness            | minimum 60mm - The contractor is responsible for ensuring that the thickness is sufficient to withstand heavy vehicular load |

Finish

Machine-cut, and flamed-finish surface

**b. Travertine**

The material of the paving slabs shall be first quality naturally occurring travertine, of uniform consistency, without any blemishes and faults.

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

**c. FLOOR LAYING:**

The exposed surface must be non slip for external pedestrian use, naturally cleft level and must have a roughness which permits a comfortable walk. In particular the contractor is responsible to ensure that the finished product conforms to “Access for all Design Guidelines” issued by the Commission for the rights of Persons with Disability, applicable at that time.

Rates are to include for paving around any luminaries/fittings, manhole covers, rainwater trench drains/grilles etc, and according to the layout design shown on Drawing Number 1/1. This entails circular cutting, cutting at angles, etc as directed by architect in charge.

Rates to include for all setting out of the work according to the layout alignments and levels as directed by architect in charge, and to make good any defects on the existing vertical/horizontal bases deemed necessary for the proper execution of the works. In this regard, rates are to include for a surveyor to be appointed by the contractor to carry out the works according to the planned alignments and levels as directed by architect in charge, and the contractor will be fully responsible for all setting out works. All surveying works must be carried out in full consultation with the architect in charge, and contractor is to furnish the architect in charge with accurate, updated as-built digital surveys throughout the execution of the works.

**d. GROUTING:**

Grouting shall be carried out with a cement mix which shall include sand and graded sand of the particular type of paving stone which is being grouted. This shall be in the ratio of 1:1:2 (cement: sand: paving material sand) or as directed by the architect in charge to achieve a grout colour which does not contrast with the colour of the paving flags/cubes.

The grouting of joints will be carried out in such a manner that the surface of the paving slabs/cubes is completely exposed, and the grouting is level with the porfido flag/cubes surface.

**e. CLEANING:**

Any staining with grouting material to the paving material is to be avoided. The contractor will be required to remove any and all excess grout or other surface blemish, clean areas thoroughly, immediately prior to final inspection, and remove and dispose of any excess material from site.

Contractor will be asked to lay and clean a sample of paved area for viewing before proceeding with further paving works.

**f. Cast in Situ Reinforced Concrete Screed sub-base:**

The concrete is to be Grade C 25 concrete including steel mesh C503.

The screed surface is to be laid to falls to levels approximately 70mm below the finished floor levels.

The rate is to include for casting the concrete on a waterproof membrane, and in trenches and around any pipework, without damaging the membrane and without damaging/misaligning the pipework.

The rate is to include for adequate curing following the casting of the sub-base.  
The rate is to include all necessary formwork and cranes, pumps etc for the proper execution of the same work.

**g. Lighting**

The luminaries shall be recessed upright type, flush with the ground to illuminate facades of buildings. The luminaries shall be suitable for pedestrian traffic and must be designed to withstand oxidizing agents. Glare reduction accessories shall be included. The luminaries shall include recessed house fitting and all additional accessories to operate from a supply voltage of 230V, 50Hz. Housing shall be resistant against corrosion.

**Lamp: Type:** Led Output Power: 5W - 8W

**Life Time:** minimum 20,000Hrs

**Number of LEDs:** 6 maximum

**Luminous efficacy:** 75lm/W or better

**Colour temperature:** 3000K Colour rendering index: 80 or better Luminaries:

**Reflector Type:** Symmetrical Beam Angle: maximum 10° Ingress

**Protection:** IP67 or better

**Housing and recessed housing:** Stainless Steel or High Resistance Thermoplastic material

**Minimum Load applied on Lens:** 2000Kg.

**Maximum outside Diameter of Luminaries:** 185mm

The installation shall be carried out in accordance with the following regulations, Standards and guidelines:

- (i) BS 7671 (IEE Wiring Regulations), "Requirements for Electrical Installations" latest edition
- (ii) Current Edition of Enemalta Regulations "National Electrical Supply Regulations"
- (iii) OHS Act and related regulations.
- (iv) National Building Regulations.
- (v) Standards and Mandatory Orders issued by the Malta Standards Authority

- (vi) Electro Magnetic Compatibility clause - All equipment must be so constructed that it does not cause excessive electromagnetic interference and is unduly affected by magnetic interference and shall carry the CE marking. The equipment shall comply in all respects to the electromagnetic compatibility directive 89/336/EEC as amended by directive 92/31/EEC.
- (vii) Any relevant standards particularly those quoted. The Contractor may use equivalent standards provided their difference from the ones quoted will be clearly explained at the time of tendering.
- (viii) All material to be CE marked. This shall imply that the manufacturer declares that the product conforms to all the European Directives applicable and therefore the product complies with all the safety requirements.
- (ix) Materials offered should preferably have the BS5750 or European equivalent standard approval and certification.
- (x) Document F - Conservation of Fuel, Energy and Natural Resources (Minimum requirements on the Energy Performance of Buildings Regulations) latest Edition
- (xi) The specified and relevant MSA EN and BSI Standards

#### **h. Material Consignment (Paving Materials, Lava and Travertine)**

Paving materials supplied during project implementation stage, shall be accompanied by relevant test certificates, attesting that the materials are in compliance with the tender specifications. The Contracting Authority reserves the right to carry out further additional testing, by appointing an independent Quality Assurance Company.

## **SECTION 5 - SUPPLEMENTARY DOCUMENTATION**

### ***5.1 - Draft Contract Form***

### ***5.2 - Glossary***

### ***5.3 - Specimen Performance Guarantee***

### ***5.4 - Specimen Pre-financing Guarantee***

### ***5.5 - Specimen Retention Guarantee***

### ***5.6 - General Conditions of Contract***

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.