



**FONDAZZJONI GHALL-
PATRIMONJU KULTURALI
TAL-ARĊIDJOĊESI TA' MALTA**

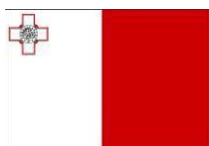
REFERENCE NUMBER: PA5/0103/20.1

Tender for waterproofing works to vaults and domes, masonry restoration, and the provision of skylights for the Church of St Paul's Shipwreck, Valletta

Date Published: 14th May 2021

Deadline for Submission: 18th June 2021 at 09:30am CEST

Tender Opening: 22nd June 2021 at 10:30am 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: 80% European Union; 20% National Funds



Bid Bond requirements for this tender: Not Applicable

Fondazzjoni ghall-Patrimonju Kulturali ta' l-Arcidiocesi ta' Malta

Archbishop's Curia
St Calcedonius Square
Floriana FRN 1535
MALTA

Tel.: (356) 21245350 Email: fond.pkam@gmail.com

Website www.knisja.org/tenders

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 Conditions of Contract for NGOs.

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 Fondazzjoni għall-Patrimonju Kulturali ta' l-Arcidiocesi ta' Malta, Archbishop's Curia, St Calcedonius Square, Floriana FRN 1535 MALTA. Any references in the tender document or tender forms to uploading of tender documentation and forms is to be ignored. Tenderers must submit one original tender offer as well as a soft copy on a USB (soft copies of the tender offers submitted on CD are strictly not acceptable). Furthermore in the soft copy of the tender offer, Tenderers must submit the Bill of Quantities duly filled in in excel format apart from a scanned copy of the filled in Bill of Quantities. It is important that the full tender bid package is provided in soft copy given that due to Covid 19 pandemic, utilisation of the soft copy will be highly required throughout the evaluation process. 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 stone masonry repairs on various areas of the roof of the Church of St Paul's Shipwreck in Valletta, waterproofing and the installation of two double skin opaque poly carbonate skylights.
- 1.3 The place of acceptance of the works shall be Church of St Paul's Shipwreck, St. Paul's Street, Valletta. The time-limits for the execution of the contract shall be 36 weeks from the Order to Start Works issued by the Contracting Authority, and the INCOTERM²⁰¹⁰ applicable shall be **Delivery Duty Paid (DDP)**.
- 1.4 The Estimated Procurement Value for this Call for Tenders has been based on comprehensive research including appropriate financial analysis. In the context of this procurement, the Estimated Procurement Value, based on market research, is that of €60,000 excluding VAT.

The purpose of this value shall be the guidance of prospective bidders when submitting their offer and is not to be considered as a binding capping price.

Therefore, the published Estimated Procurement Value is not restrictive and final on the Contracting Authority. Economic Operators are free to submit financial offers above or below the Estimated Procurement Value. **However**, the Contracting Authority reserves the right to accept or reject Financial Offers exceeding the Estimated Procurement Value.

- 1.5 This is a unit-price/bill of quantities contract

- 1.6 This call for tenders is being issued under an open procedure.
- 1.7 The beneficiary of this tender is **Fondazzjoni għall-Patrimonju Kulturali ta' l-Arcidiocesi ta' Malta**.
- 1.8 This tender is not a reserved contract.

2. Timetable

2.	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: NGOs e-mail address fond.pkam@gmail.com</p>	4/06/2021	17.00CEST
Last date on which additional information can be issued by the NGO	11/06/2021	20.00CEST
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)	18/06/2021	09.30CEST
<p>Tender Opening</p> <p>Due to the Covid-19 Pandemic tender opening session will take place 22/06/2021 and general public will not be allowed to attend physically. Tenderers are to leave their email address when submitting the tender and a TEAMS invitation will be sent to the bidders to connect should they wish to witness the tender opening session.</p>	22/06/2021	10.30CEST
* All times Central European Time (CET) / Central European Summer Time (CEST) as applicable		

3. Lots

- 3.1 This tender is not divided into lots. Tenderers must bid for the whole of quantities indicated. Tenders will not be accepted for incomplete quantities.
- 3.2 The Contracting Authority reserves the right to assign one or more lots to the winning bidder. The winning bidder shall have no right to claim in case the Contracting Authority does not award any one

of the lots.

4. Variant Solutions

4. 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 - European Structural and Investment Funds 2014-2020* programme
- 5.2 The Contracting Authority of this tender is **Fondazzjoni għall-Patrimonju Kulturali ta' l-Arcidiocesi ta' Malta**.

6. Clarification Meeting/Site Visit/Workshop

6. No clarification meeting/site visit is planned.
- No meetings between economic operators and the NGO are permitted during the tendering period.

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. ^(Note 1) |
| (ii) | Declare agreement, conformity and compliance with the General Rules Governing Tenders for NGOs . ^(Note 2A) |
| (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. ^(Note 2A) |
| (iv) | Power of Attorney (if applicable) ^(Note 2A) |
| (v) | Information re Joint Venture/Consortium (where applicable) ^(Note 2A) |
| (vi) | 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) ^(Note 2A) 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 ^(Note 2A)
- (ii) Declaration concerning *Selection Criteria* ^(Note 2A)

(C) Technical Specifications

- (i) Tenderer's Technical Offer in response to specifications.

The Technical Offer shall constitute the following:

1. Key Personnel: ^(Note 2A)

- i. A Restoration Technician having at least an MQF level 4 qualification or equivalent in restoration works of a similar nature;
- ii. Mason holding a Mason's licence; and
- iii. Accredited Occupational Health and Safety Officer.

Bidders are to fill in and submit the Key Experts Form and if applicable the Self-declaration form for Key Experts (relating to public employees, where applicable) ^(Note 2A)

- ii. **Method Statement** ^(Note 3) which is to include the following:

- i. Preliminary Method Statement: An outline restoration method statement including information on proposed products and materials which is to clearly illustrate how the tenderer expects to achieve the requirements set in the tender specifications and related bill of quantities.
- ii. Construction Management Plan: A site management plan clearly outlining site storage, the use of machinery and equipment, and the human resources that the tenderer envisages to deploy on for the completion of the works in question. The plan may include drawings or sketches illustrating site dynamics and logistics.
- iii. Risk Assessment: A preliminary risk assessment and outline of the health and safety procedures that the tenderer intends to implement for the duration of the works. These documents shall act as a basis for more detailed reports prior to commencement of works by the winning bidder.

Tenderers are to ensure that all of the above requested information is addressed in the Method Statement to be submitted in the tender offer.

- (ii)
- iii. Gantt chart^(Note 3): A graphic works schedule (programme of works) illustrating detailed work phasing and interim milestones. This tool shall clearly show how the tenderer expects to complete the works within the timeframes set in this tender document. A timeframe of 36 weeks for the envisioned works.

Literature as per Form marked 'Literature List' to be submitted with the Technical offer at tendering stage ^(Note 2B).

Samples as per Form marked '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 ^(Note 3). -

The above may not be ordered and/or purchased without the prior approval of the Contracting Authority.

Bidders are to sign the technical offer form whereby the bidder confirms that all material will be in accordance to the technical specifications outlined in Section 4 of the tender document and to the Bill of Quantities.

(D) Financial Offer

- (i) The Tender Form and Tenderer's Declaration are to be completed and submitted with the offer; ^(Note 3)
- (ii) A financial offer is to be submitted by filling in the **Bill of Quantities**, and is to be calculated on the basis of **Delivered Duty Paid (DDP)²⁰¹⁰** (**Grand Total**) for the **works** tendered. ^(Note 3)

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 four circumstances: incorrect validity date, and/or incorrect value, and/or incorrect addressee and incorrect name of the bidder. Rectification in respect of the Tender Guarantee (Bid Bond) is free of charge.

2. A) Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five (5) working days from notification.

B) Tenderers will be requested to rectify/submit only missing documents within five (5) working days from notification. 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.
All Rectifications are free of charge.

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.

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 3: Order of Precedence of Contract Documents

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 Contracting Authority's technical specifications and design documentation;
- (e) the Contractor's technical offer, and the design documentation (drawings);
- (f) the bill of quantities/financial bid (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

Further to the contents in the General Conditions, the communication details of the Contracting Authority are:

Fondazzjoni għall-Patrimonju Kulturali ta' l-Arcidiocesi ta' Malta
The Archbishop's Curia, Saint Calcedonious Square, Floriana
FRN 1535
Tel: 2590 6400
Email Address: fond.pkam@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

- 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** 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

- 9.1** 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.
- 9.5** 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

- 11.9** As per article 15.4 of the Special Conditions
- 11.11** The contractor shall draw up and submit any documents literature or items required for the execution of the works and submit them for approval to the Contracting Authority and Supervisor, the procedure being agreed to between the parties as indicated in Clause 4 of the Special Conditions.
- 11.17** Further to Article 11.2 in the General Conditions, the contractor shall deploy the necessary 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.

- 11.20** Furthermore, the contractor shall be expected to be co-operative and allow the use of his scaffolding or other elevation equipment 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 Legal Notice 88 of 2018 (or subsequent amendments)
- 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 or other elevation equipment 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 calendar days of receipt of the contract, sign and date the contract and return it together with an original copy of the Performance Guarantee to the Contracting Authority. The amount of the guarantee shall be 4% where the amount of the total contract value is between €10,000 and €500,000 exclusive of VAT. If the same Contractor has more than one contract with the Contracting Authority, then the Contractor will be allowed to submit a single bid bond in accordance with the schedule stipulated in the Tender Form.

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.

14.3 Amount per personal injury and unlimited occurrences as specified in Article 14.2 of the Special Conditions.

Article 15: Performance Programme (Timetable)

15.1 The Contractor shall provide a detailed Programme of Works.

15.4 The Programme of Works shall be updated 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. 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 Documents

17.1 The Contractor shall submit to the Supervisor for approval any documents, programme of works, technical literature, samples and /or models that the Supervisor may reasonably require for the performance of the contract within 5 working days from written request by the Supervisor or from date when meeting where minutes are taken.

Article 18: Tender Prices

18.2 The contractor will ascertain that all the respective rates have included double handling, carting away and dumping fees

18.3 The Contractor shall be deemed to have taken into account in his tender price all works, material, fees and costs that are necessary to complete the project and to fully hand over in operational condition.

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 contractor 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

21.1 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

22.3 The Contractor is responsible to obtain necessary permits that may be required if the works impact of traffic.

Article 23: Cables and Conduits

23.3 The contractor shall be responsible for locating existing drains and services, and underground cables and pipes where applicable, 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 Demolition material unless indicated otherwise in the bills of quantities and by the supervisor in charge, shall become the property of the Contractor and the carting away and dumping charges are at the expense of the Contractor.

25.4 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 findings of interest which are discovered must be reported immediately to the Superintendence of Cultural Heritage. The contractor shall halt the works and follow all instructions given by the Supervisor and Supervisor to protect or to investigate further the discovery.

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

Article 28: Soil Studies

28.1 As per General Conditions of the Contract

Article 30: Patents and Licences

30.1 As per Article 30 of the General Conditions

Article 31: Commencement Date

31.1 The Commencement Date for this contract shall be 1 week from the Order to Start Works. The performance of the contract is to commence on 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.

No works however will be allowed to commence on site unless the Contractor has furnished the Contracting Authority with a certified true copy of the Insurance Policy together with all documentation related to Health and Safety and the performance guarantee. Delay in submitting the documentation following the elapse of the 1 month period from the last date of signature of the contract, will result in daily penalties of €50 a day up to a maximum 2% of the contract value.

Article 32: Period of Execution of Tasks

32.1 The period of performance of this contract shall be **36 weeks** from the Commencement indicated in the Order to Start Works which will be issued by the Contracting Authority.

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

34.1 Any delay in performance from the approved programme of works for this contract, will be charged 0.1% of the contract value per calendar day of delay up to a maximum of 20% of the contract value.

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 close inspections can be carried out and/or interventions have commenced such as the repetition of the application of materials, stone replacement and re-pointing of areas of the stone fabric. Such works would be resulting from close inspection of works exposed during the course of works.

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 during the course of works. These inter alia include works evident only once the interventions have commenced such as the alternative cleaning interventions, the application of alternative treatment and utilization of other materials other than those envisaged in the tender specifications.

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 and no claims may be submitted by the Contractor in this regard.

35.13 The provisions provided for in Article 35.13 of the General Conditions shall not be applicable to this contract and no claims may be submitted by the Contractor in this regard.

Article 37: Work Register

37.1 The Contractor shall maintain a Weekly Work Register (Work Diary) on the site, listing works carried out every week in the template specified and/or approved by the Contractor's representative and approved by the Supervisor, including at least the following information:

- (a) weather conditions, interruptions of work owing to inclement weather, hours of work, number and type of workmen employed on the site, materials supplied, equipment in use, equipment not in working order, tests carried out in situ, samples dispatched, unforeseen circumstances, safety, health and welfare of persons and damage to property, progress of the Works, as well as progress of the Works orders given to the Contractor;
- (b) photographic records of the interventions as well as the state of the structures to be restored through this tender prior to the commencement of works. The photographs shall include records of any historical, evidence discovered during the course of works; detailed mapping of all interventions carried out. The interventions shall be agreed with and approved by the Architect and Civil Engineer in charge as marked together on site.

This Work Register shall be made available in digital form and submitted once weekly.

Article 38: Origin

38.1 No derogation to the rules of origin is authorised.

Article 39: Quality of Works and Materials

39.2 All components, materials, and interventions/methodologies shall be submitted to the Supervisor 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 As specified in the General Conditions.

Article 42: Ownership of Plants and Materials

42.2 All equipment, temporary works, plant and materials on site owned by the Contractor or by any company in which the Contractor has a controlling interest shall, for the duration of the execution of the works be:

- a) Vested in the Contracting Authority.

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		
Interim Payments	As per measured works	95% of contract value
Retention Monies	As per payment schedule in Clause 45.2 of the Special Conditions	5% of contract value

43.3 As per General Conditions.

Article 44: Pre-financing

N/A

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 net of areas covered as detailed in the Bill of Quantities, and as specified in the appropriate clauses in the Technical Specifications - Section 4. The appointed contractor shall satisfy the Supervisor that the materials are such as specified or equivalent.

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 if 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

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 2021.

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 and the necessary retention guarantee is submitted by the Contractor in accordance with Article 45.2.

Article 58: Maintenance Obligations

58.6 Further to the provisions of Article 58 of the General Conditions, the contractor shall guarantee that works specified in this tender document are in good order for a period of 24 months from issuing of the Provisional Acceptance Certificate. This is in addition to the 10 year warranty and a minimum guarantee of 25 years for the working life time of the waterproofing works. The Contractor shall be responsible for remedying, at his expense, defects and damages during this period as specified in the General Conditions.

Any remedial works performed during the guarantee period (until 24 months after completion of ALL works described in this contract) shall be carried out as specified in this document and approved by the Supervisor. 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 at any height levels at no extra cost to the Contracting Authority.

Article 66: Dispute Settlement by Litigation

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 The Supervisor will organise project management meetings (which may be held in person or on-line) and site meetings. The Contractor's representative must also attend these meetings in order to review the arrangements of future work. The Supervisor shall record the business of these meetings and supply copies of the record to those attending the meeting and Contracting Authority. In the record, responsibilities for actions to be taken shall be in accordance with the contract.

The Contractor's Key Experts must also attend these meetings when requested by the Supervisor and/or the Contracting Authority. The Supervisor shall notify the Contractor of the requirement of a particular Key Expert's attendance at least three (3) days prior to the meeting. The Contractor shall become liable to a penalty of €100 (one hundred euro) for each occurrence in which a Key Expert fails to attend meetings. Such penalties will be deducted from the next interim payment due.

70.2 Following the issue of an administrative order by the Supervisor, the Contractor shall execute the administrative order within the specified deadline. Without prejudice to other penalties which may be due in terms of the Contract, if the Contractor fails to respect the specified deadline for the respective administrative order, Contractor shall be liable to a penalty for mere delay in execution of the administrative order in the

amount of €100 (one hundred euro) for each calendar day following the deadline until Supervisor certifies the completion of the administrative order, which penalty shall be deducted from the next interim payment.

70.3 The Contractor shall be liable to a penalty of €2,000 (two thousand euro) if he fails to abide with any of the conditions of permits for works issued by ERA [Environment and Resources Authority], the PA [Planning Authority] and the BRO [Building Regulation Office] or any other Malta Government Authority and related to or in connection with this contract. This penalty shall be applied for each occurrence where the result of the non-compliance is irreversible. In case the effects and results of the non-compliance are reversible the contractor shall be liable to a penalty of €1,000 per calendar day commencing from the deadline set by the Supervisor to complete the remedial works. The reversibility of the breach of permit conditions shall be determined by the Supervisor. The penalties in this Article shall apply without prejudice to the other penalties that may be issued by the Planning Authority and/or other Governmental Entities. Penalties will be deducted with the next interim payment due.

SECTION 4 -SPECIFICATIONS/TERMS OF REFERENCE (Note 3)

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.

RESTORATION WORKS

General Site Management Practice

Liaison

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.

Co-ordination of Services

The contractor shall be responsible for locating existing drains and services, and underground cables and pipes, for seeking instructions 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 Authority.

Access

The contractor shall take all the necessary steps to ensure that the external areas and access roads are left clean and tidy during all stages of the work, to the satisfaction of the Contracting Authority's Architect in Charge.

Method Statement and Programme of Works The Method Statement forms part of the technical offer to be submitted by the bidder. If so requested by the Contracting Authority's Architect in Charge, prior to commencement of work, the Contractor shall be required to submit an updated detailed Method Statement including Risk Assessment together with an updated Programme of Works. The Method Statement shall include a Risk Assessment, as referred to in this document. It shall also detail site logistics and plant locations. The Contractor shall take into account the problems of access into the site, and in particular the needs to maintain access open to the sites for both visitors as well as other contractors.

The detailed Programme of Works, (Gantt chart) shall identify each activity, indicating the dates when works in their various phases would be undertaken, for approval of the Contracting Authority's Architect in Charge.

The Programme of Works, shall be updated whenever required by the Contracting Authority's Architect in Charge, 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. Should the Contracting Authority's Architect in Charge consider any alteration in or addition to the Programme of Works as submitted, the Contractor shall conform therewith without additional cost to the Contracting Authority.

The submission to and approval by the Contracting Authority's Architect in Charge of such Programme of Works or the furnishing of such particulars shall not relieve the Contractor of any of his/her duties or responsibilities under the Contract.

Housekeeping

Storage areas for materials, plant and construction waste shall be enclosed with secure hoarding; the different areas for materials, waste and staff facilities will also be fenced in for

security, for the protection of the public, as well as to reduce, visual impact. Construction waste shall not be allowed to accumulate on site and should be removed periodically. Rainwater run-off shall be channelled to setting ponds that will allow the separation of the silt from the clear water. Sludge will be collected regularly using mobile suction pumps, and will be deposited at an approved dumping site.

The disposal of hazardous waste shall be carried out in accordance with procedures approved by the Environment Protection Department and the Planning Authority. Any hazardous material shall be notified to the Environment Protection Department, and shall be transported in accordance with the relevant Maltese Legislation. Relevant hazardous wastes include, but are not limited to, petroleum tank bottom sludges, waste acidic or alkaline solutions, wastes containing metals, waste hydraulic, engine, or bilge oils, degreasing agents or solvents, discarded equipment containing PCBs or asbestos. Waste explosives, batteries and accumulators, soil, stone or construction and demolition waste containing dangerous substances, and insulation material containing asbestos.

Sanitary waste during the construction phase shall be disposed of chemically.

Burning of waste plastics, wood or any other material on site shall not be allowed.

All activities producing dust shall be controlled, and measures such as spraying with water shall be used to ensure that the emitted dust is minimised. Dust-laden materials shall be removed from the site, and transported through public thoroughfares, only after thorough watering before leaving the site. Dust covers, of appropriate material, properly secured along all sides, shall be used on all open-topped vehicles used for the transportation of rubbish or debris from the site.

The Contractor shall comply with and fulfil all obligations imposed by Article 19 of the Police Laws and shall give all notices, obtain all permits; pay all fees that may be lawfully demanded by Public Officers in respect of works and comply with all requirements of the Law and any Lawful Authority.

Notice to authorities

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

Heavy vehicles

The use of heavy construction vehicles accessing the site in connection with this project shall be limited to the minimum and confined to specific routes, agreed upon beforehand with respective Authorities.

Materials

All materials and methods of construction shall be in the form and nature specified herein and/or as indicated in the drawings, to the satisfaction of the Architect in Charge. All materials and methods (except where otherwise stated) shall conform to the relevant British or European Standard Specification or its equivalent.

Samples and tests

During the course of works, the Architect in Charge reserves the right to take samples or carry out specialised tests (including but not limited to determination of salt levels, executing colour sections on renders/ paints, taking of old and new mortar, plaster and/ or paint samples and determination of composition etc.) on or off site. The expenses of such tests shall be borne by the Contractor. In specific cases, analysis/tests on samples elevated may take significant time to be completed, in which case, the Contracting Authority's Architect in Charge may request suspension of all or part of the activities being carried out by the contractor. Unless such tests/ analysis are being carried out due to any negligence, bad workmanship, etc. from the contractor's side, the Contracting Authority may opt to prolong the completion period as

detailed in tender document. All such tests shall be carried out at the Contractor's expense. In the Period of Execution of the work and in his submitted rates the Contractor will have to factor in such tests.

Works to be carried out by other entities and/ or contractors

During the course of works, the Contracting Authority may: a. Assign other contractors/ personnel to contemporarily carry out works on other areas of the building not included in this tender document and/ or within the same area of the building included in this tender document. b. Appoint personnel to carry out trials, tests, etc. on cleaning methods, consolidation, etc. as so deemed necessary by the Contracting Authority's Architect in Charge, on sections of the building covered by this tender document. In all cases, the contractor will 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 abovementioned works. The Contractor will not be entitled to any compensation (financial or otherwise) for these services, etc.

Clearance of site

Each trade is to make good after itself and provision for such work shall be made in respective rates.

During the execution of the works, the Contractor shall keep the site reasonably free from all unnecessary obstruction, and shall store or dispose of any Contractor's equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On completion of the Works, the Contractor shall clear away and remove from site all Contractor's equipment, surplus material, rubbish and temporary works of every kind, and leave such part of the site and works clean and in a workmanlike condition to the satisfaction of the Contracting Authority's Architect in Charge.

Health and Safety Officer/s

The Contractor shall appoint a Project Supervisor as per Legal Notice 88 of 2018 (or subsequent amendments)

The Project Supervisor shall amongst other things implement all regulations and directions given in order to achieve the objectives of the Health and Safety Plan, as well as ensure the certification of scaffolding, hoists and any other equipment/machinery to be used on the site of works as fit for the intended works and immediately submit them to the Contracting Authority. The Contractor shall moreover be obliged to immediately carry out any actions recommended by the Contracting Authority's Project Supervisor for the Design Stage and Contracting Authority's Project Supervisor for the Construction Stage to be appointed by the Contracting Authority as per Legal Notice 88 of 2018 (or subsequent amendments). The Contractor's Project Supervisor shall be bound to liaise with the Contracting Authority's Project Supervisor for the Design Stage and Contracting Authority's Project Supervisor for the Construction Stage accordingly.

The Contracting Authority reserves the right to request the Contractor to substitute the appointed health and safety officer if in the opinion of the Contracting Authority he/she is not fulfilling his/her role properly.

General Hazards - The following hazards have been identified:

1. Electrocution from buried/overhead electricity services and by electrically powered equipment/ machinery used on site of works;
2. Workers falling from scaffolding, or from heights on existing buildings;
3. Noise and dust production as a result of the works outlined in this document;
4. Workers crushed by collapse of structures and/ or scaffolding;
5. Inhalation of fumes resulting from restoration processes.
6. Full or partial collapse of scaffolding by vehicular traffic hitting scaffolding.
7. Pedestrians injured by material falling from scaffolding.

The above list is not to be considered as exhaustive and it does not relieve the Contractor of any of his/her duties or responsibilities under the Contract. The Contractor shall be held fully responsible to identify all possible hazards and take necessary mitigation measures.

Risk Mitigation Measures

The following measures are recommended to minimise risks on site:

1. Clear delineation of plant movement areas;
2. Double checks on possible existence of buried services - clear delineation of known services;
3. Provision of sturdy work platforms/ scaffolding, and guide rails at unprotected edges of existing buildings;
4. Use of plant with limited noise emission;
5. Periodic wetting of demolition area to reduce dust emission;
6. Establishing clear procedural rules during overhead material handling to;
7. Enforcement of hard hats.

The above list is not to be considered as exhaustive and it does not relieve the Contractor of any of his/her duties or responsibilities under the Contract. The Contractor shall be held fully responsible to take all necessary mitigation measures.

Provisions for safe practice

The following provisions shall be made, without limiting, in any way, other provisions that the Contractor may deem necessary in order to render the Site and the Works safe:

1. Where there is an imminent danger to the safety of workers, the Contractor shall take immediate steps to stop the operation and evacuate workers as appropriate;
2. Secure fencing, to prevent unauthorised access to the active work areas;
3. A Notice, giving information on the specific hazards, and on the availability of emergency assistance, shall be clearly displayed in a position such that those working on site can read it as well as those affected by the Site;
4. Routes for the movement of vehicular traffic around the place of work shall be clearly delineated. These routes shall be separated from the areas subject to overhead movements;
5. Escape routes and means of escape shall be kept clear at all times;
6. Existing services, both overhead and underground, within the work site and immediately surrounding the work site, shall be identified, the respective utility companies contacted for information and disconnected/made safe;
7. Special attention shall be given to lifting, slewing and overhead handling operations to avoid public access areas;
8. The Contractor shall take appropriate measures, or shall use the appropriate means, in particular mechanical equipment, in order to avoid the need for the manual handling of loads by workers;
9. All openings through which workers are liable to fall shall be kept effectively covered or fenced and marked in the most appropriate manner;
10. Where natural lighting is not adequate to ensure safe working conditions, the Contractor shall provide adequate and suitable lighting, including portable lighting when appropriate, at the Site of work;
11. Guard-rails and toe-boards shall be provided to protect workers from falling from elevated workplaces; alternatively, adequate safety nets or safety sheets shall be erected, made fast and maintained, or adequate safety harnesses shall be provided and used;
12. Hoist shafts shall be enclosed with rigid panels or adequate fencing at ground level on all sides;
13. The contractor shall be responsible for ensuring that all persons on the Site, whether the Contractor's employees or otherwise, wear the necessary personal protective clothing at all stages;
14. At no time during the execution of the Contract shall the minimum number of Contractor's employees present on site be less than two (2).

15. The Contracting Authority's Architect in Charge shall have the right to send away any of the Contractor's employees, or of his Sub-Contractors, or otherwise doing work on the site, if they do not comply with these requirements.

Fire Outbreak

The Contractor shall take all appropriate measures to: a) Avoid the risk of fire; b) Control quickly and efficiently any outbreak of fire; c) Bring about a quick and safe evacuation of persons.

Protective Clothing and Equipment

The Contractor shall ensure that his employees are supplied with the following protective clothing and equipment and any other protective clothing and equipment deemed necessary:

- a) Safety helmets or hard hats to protect the head from injury resulting from falling or flying objects, or from striking against objects or structures.
- b) Goggles, a screen, a face shield or other suitable device when likely to be exposed to eye or face injury from airborne dusts or flying particles, dangerous substances, harmful heat, light or other radiation, and in particular during welding, flame cutting, or other hazardous work;
- c) Protective gloves and suitable protective clothing to protect hands or the whole body when exposed to heat radiation or while handling hot, hazardous or other substances such as poultice packs which might cause injury to the skin;
- d) Footwear of an appropriate type when employed at places where there is the likelihood of exposure to adverse conditions, or of injury from falling or crushing objects, hot or hazardous substances, sharp-edged tools or nails
- e) Respiratory protective equipment, suitable for the particular environment when workers cannot be protected against airborne dust, vapours or gases by ventilation or other means;
- f) Safety harnesses with independently secured lifelines where protection against falls cannot be provided by other appropriate means.
- g) Waterproof clothing and head coverings when working in adverse weather conditions;

Storage of Materials

- a) The Contractor shall provide safe, sufficient and suitable storage for flammable liquids, solids and gases such as ethyl silicates and/ or fuels.
- b) Storage areas for flammable liquids, solids and gases shall be rendered secure against trespassers.
- c) Smoking shall be prohibited and "No Smoking" notices or appropriate design and shape shall be prominently displayed in all spaces containing readily combustible or flammable materials.
- d) Combustible material such as scrap wood or plastics, oily/greasy waste, sawdust or packing material shall not be allowed to accumulate in places of work, but should be kept in closed metal containers in a safe place.

Lifting Equipment

- a) Any lifting gear or equipment intended for lifting shall not be loaded beyond its safe working load or loads as specified by the manufacturer.
- b) No person shall be raised, lowered or carried by a lifting appliance unless it is constructed, installed and used for that purpose, except in an emergency situation.
- c) Every platform or receptacle used for hoisting any loose material shall be so enclosed as to prevent the fall of any of the material.
- d) Any equipment with wheels, placed directly on a platform for raising or lowering, shall be so secured so that they cannot move, and the platform shall be enclosed as necessary to prevent the fall of the contents.

Machinery and Equipment

All manual tools, pneumatic tools, electrical tools, etc. shall be suitable for the work to be carried out, shall conform to approved standards and regulations, shall be safe and such that they can be operated without risk to health. They shall be provided with protective guards, shields or other devices as appropriate, which shall be maintained regularly, which shall be equipped, where applicable, with an extraction system which shall be as close as possible to any source of the dust, and which sucks away from the breathing zone, not through it, shall be fitted with shock absorbing materials, and be fitted with noise control protection devices at source to

reduce as much as possible noise exposure. Only insulated or non-conducting tools shall be used on or near live electrical installations if there is any risk of electrical shock. Only non-sparking tools shall be used near or in the presence of flammable or explosive dust or vapour. Operating triggers on portable pneumatic tools shall be so placed as to minimize the risk of accidental starting of the machine, and so arranged as to close the air inlet valve automatically when the pressure of the operator's hand is removed. Hose and hose connections for compressed-air supply to portable pneumatic tools shall be designed for the pressure and service for which they are intended, fastened securely to the pipe outlet, and equipped with a safety chain, as appropriate. Pneumatic shock tools shall be equipped with safety clips or retainers to prevent dies and tools from being accidentally expelled from the barrel. Pneumatic tools shall be disconnected from power and the pressure in hose lines released before any adjustments or repairs are made.

Portable electric tools shall generally be used on reduced voltage to avoid as far as possible the risk of lethal shock. All electrical tools shall be earthed, unless they are "all insulated" or "double insulated" tools which do not require an earth. Earthing shall be incorporated in metallic cases, and as a safeguard against damaged cables, where wires enter the tool. Electric tools shall be fitted with protection guards that are regularly maintained for their effectiveness. Power cables to electrical tools shall be armoured and/or covered in thick flexible rubber, and socket outlets shall be of special design for outdoor use, and protected by a residual current circuit breaker. All electrical tools shall receive inspection and maintenance on a regular basis by a competent electrician, and complete records kept. The cables of portable electrical lighting equipment shall be of adequate size and characteristics for the power requirements and of adequate mechanical strength to withstand severe conditions in construction operations. All vehicles shall be of good design and construction, taking into account established ergonomic principles, particularly with reference to the seat; they shall be maintained in good working order, shall be used with due regard to health and safety, by workers who have received appropriate training. Where appropriate, earth-moving or materials-handling equipment shall be fitted with structures designed to protect the operator from being crushed should the machine overturn, and from falling material. All vehicles and earth-moving or materials-handling equipment shall be fitted with a plate indicating the gross laden weight; the maximum axle weight or, in the case of caterpillar equipment, ground pressure. Plant, machinery and equipment shall be switched off when not in use and isolated before any major adjustment, cleaning or maintenance is performed. Where trailing cables or hose pipes are used they shall be kept as short as practicable, be mechanically protected and not be allowed to create a safety hazard. Mobile high pressure compressor plants and equipment shall be examined, tested and certified annually by a mechanical Engineer having a warrant to practice his profession. Portable compressors shall be fitted with a double adjustable tow-bar and jockey wheel. When the plant/equipment is in operation, wheel chocks shall be installed. The wheels must be fitted with brakes that are operated automatically via a handbrake for parking purposes. Only competent persons shall operate and maintain such plant and equipment.

Personnel

a) The Contractor shall assign workers only to employment for which they are suited by level of training, age, state of health and skill, and having ensured that the workers are fully aware of any risks to health or hazards connected with the work, and that they are trained in the precautions necessary to avoid accidents or injury to health. Such training shall be given in a language that is understandable to the workers. The training shall be sustained periodically and shall take into account any new or changed risks to the health and safety of the employees concerned.

b) When the use of equipment is likely to involve a specific risk to the health or safety of workers, the Contractor shall take the measures necessary to ensure that: (i) the use of equipment is restricted to those persons given the task of using it, and who have been adequately trained for the specific task; (ii) in the case of repairs, modifications, maintenance or servicing, only competent workers are specifically designated to carry out such work; (iii) all operators of construction equipment shall receive basic training as per Code of Practice

provisions; (iv) drivers of heavy machinery shall have followed an approved course in relation to the equipment to be used or driven and be in possession of a valid license.

Maintenance

All equipment/plant shall be certified to be in a proper working order, and shall be operated by trained personnel.

Noise Emissions

- a) Noise emission levels from the plant/ equipment must conform to approved local standards, and in particular EN ISO 11690.
- b) The exhaust system from any engine used on site must be fitted with a residual silencer.

Cranes

- a) 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.
- b) Copies of the certificates shall be sent to the Health and Safety Officer appointed under Cl.2.13 and to the Contracting Authority's Architect in Charge. .
- c) Further measures shall be taken to protect cranes against the effects of bad weather and lighting.

Temporary Water Supply and Electrical Installation

- a) Unless otherwise agreed with the Contracting Authority the whole of the water required for the works must be provided by the Contractor who executes any temporary plumbing required at his own expense and pays all fees and charges. Any temporary electricity supply and lighting required, including safety lights on any hoarding or gantries etc. are likewise to be provided by the Contractor at his own expense.
- b) Any temporary electrical installation on the Site shall meet the requirements of Enemalta and/ or local legislation and in particular legal notices/ regulations issued by the Malta Resources Authority.
- c) Any temporary electrical installation shall be certified by an independent warranted electrical Engineer, every three (3) months, and the certificate shall be affixed in a prominent position next to the Main Temporary Switchboard.

Additional Conditions

a) Professional Support and On-Site Project Management

The Contractor shall have at his disposal the services of:

- 2) A Restoration Technician having at least an MQF level 4 qualification or equivalent in restoration works of a similar nature;
- 3) Stone Mason holding a valid stone mason's licence;
- 4) Accredited Health & Safety Officer; and

b) Contractor's Responsibilities

The Contractor shall provide all the required materials, tools, instruments and equipment necessary to carry out the works on site including cherry picker or lifter if required. The Contractor shall be responsible for his employees and his equipment and will be held responsible for damages, structural or otherwise, caused as a consequence of the works in progress to the surroundings (both public and private property). During the progress of the works, the Contractor shall, at his own expense, properly dispose of any debris and surplus materials to an authorised waste disposal site, possibly at the end of each working day and shall cause the least possible inconvenience to the surrounding environment. The work shall not be considered to be complete until cleaning of site is carried out.

The Contractor shall comply with the latest regulations as issued by Transport Malta with regards to the provision and fixing of warning signs at the approach to the works. It is the Contractor's sole responsibility to ensure that the signs are in place before any road works commence. The Contractor is also responsible to ensure that the signs are not removed during the progress of work. Should an accident occur as a result of non-compliance with the above, the Contractor shall be held responsible for all consequences and damages. The Contractor shall apply and pay for the necessary permits with the respective Local Council to use the cherry picker or lifter on the road and to close off the road if and when required. Rates for permits, road closure, traffic wardens, etc. shall be factored and included in the BOQ items.

MAINTENANCE PERIOD

The defects liability period for the works carried out shall be for a minimum period of 24 months (unless otherwise specified in the technical specifications below) with the waterproofing to have a minimum warranty period of 10 years and a minimum working life time of 25 years. A maintenance manual shall be provided by the contractor to enable the life time of 25 years to be achieved without the need of replacement.

The Contractor will repair, correct, or replace any defect of any nature that may occur for a period of 24 months (unless specified in the technical specifications below) from the date of issuing of the Provisional Acceptance Certificate. The defect will be corrected without undue delay.

PROTECTION OF WORKS

The Contractor shall protect all equipment, material and works until taken over by the Engineer in charge and shall remain his sole responsibility until official handing over. The warranty period for all works and equipment shall commence at the official handing over of the project (project commissioning stage).

QUANTITIES/VARIATIONS

The Engineer may supply any additional drawings or directions as may be necessary for the proper execution of the work. If the work shown on any such drawings or directions is, in the opinion of the Contractor, extra to that comprised in the technical specifications and BOQ, he shall give notice in writing to this effect and await approval by the Contracting Authority before proceeding with such work. If this condition is not adhered to and subject to the General Conditions, the Contractor shall have no right for any additional claim at a later stage.

WORKING DOCUMENTS

The Contractor shall be responsible for the preparation for all working documents, diagrams, schedules of materials, schedule of works, etc., necessary to be submitted to the Engineer for approval before proceeding with the works. The Contractor shall present samples of any materials to be installed or used for installation, if and when requested, to the Engineer in charge for approval and confirmation prior to installation.

1. SPECIFICATIONS FOR STONE REPLACEMENT WORKS

1. General Outline of works

This contract for works seeks to address the damage and deterioration being exhibited by the external stone fabric in spaces up to 1.6m height from floor level of the roof areas through the interventions being identified under this section. The deteriorated areas to be replaced shall be agreed upon together with the Architect in Charge on site together with the contractor.

The general outline of the works will be as follows

- 1.1 Using methods approved by the Architect and Civil Engineer in charge, remove all vegetation and all other ferrous and non-ferrous objects nailed/ fixed to structure. Given the friable nature of the deteriorated stone in particular areas, it is important that works be carried out sensitively such as not to dislodge any of the delaminated stone. Small corroding metal fixings are to be carefully removed, using small hand held drills, so as to cause the least possible disturbance to the surrounding masonry. Resulting holes will be filled-in using a suitable lime-based mortar when the break is small or by piecing-in stone, if the gap is large as directed by the Architect in Charge.
- 1.2 Carefully and using only hand tools (no power tools shall be used, unless specifically requested by Architect and Civil Engineer in charge), remove loose pointing, superficial layers of render identified by the Architect and Civil Engineer in charge as to be removed, and any cement mortar from all joints. Weak or deteriorated pointing is to be raked out to a suitable depth using adequately-sized chisels. No power tools will be used for the raking of the joints and care is to be taken to ensure that no damage is inflicted in the surrounding stone fabric. All joints are to be cleaned and pre-wetted. The joints are to be pointed with lime-mortar as specified in this document.
- 1.3 Carefully, and using only hand tools (no power tools shall be used unless specifically requested by Architect and Civil Engineer in charge), remove cement based renders applied to areas of the structure. The stone fabric underlying such cement based plasters shall be examined on a stone-to-stone basis together with the Architect in Charge with the intent of determining areas which require replacement as per methodology outlined in this document.
- 1.4 Using methods and materials approved by the Architect in Charge, document and number existing unstable/ unsound areas as identified by the Architect in Charge. Copies of photographic records shall be handed to Architect in Charge as part of the documentation to be compiled by the contractor for this project as detailed in this document.
- 1.5 Using methods and materials approved by the Architect in Charge protect works against damage by rainwater ingress, and other possible natural causes of damage. The Contractor is to ensure that, following all partial/ temporary dismantling works, no water whatsoever is allowed into the structure at any time.
- 1.6 Dismantle or chisel away identified, individual deteriorated stone blocks requiring replacement to a depth as specified in this document or as directed by the Architect in Charge, paying particular attention not to damage surrounding sound stone in the process. Only hand held tools or small power tools (jiggers) which do not cause damage to the structure and/ or immediate stone blocks shall be used. Care shall also be taken to adequately prop surrounding stonework if so deemed necessary by the Architect in Charge. Unserviceable stonework and resulting debris shall be loaded and carted away to an approved dumpsite.
- 1.7 Reinstall dismantled/ chiselled away areas of stone fabric with first quality new stone having the same composition and physical properties, dimensions and configuration as the stone it is replacing. All re-instated stone shall be of varying thickness such as to ensure a good interlocking effect with the adjacent area of wall. All replaced stonework

- shall be identical in geological composition and physical properties, size and configuration to the original, and shall strictly match the existing course heights. Where applicable, all new stonework shall be worked to templates to match the original.
- 1.8 Tie stone blocks together by forming joints as detailed by Architect in Charge, and grout using a suitable hydraulic lime-based mix, or otherwise, as directed by Architect in Charge.
- 1.9 Where applicable grout, using a hydraulic lime-based grout, any interstices resulting between newly re-instated leaf and original fabric. Grouting shall be carried out at course height intervals.
- 1.10 Point all open joints located in any area with a hydraulic lime based mortar. The mix proportions shall be as directed by the Architect in Charge following the execution of trial areas using different mix constituents and proportions. All pointing is to be left slightly shy from the surface; however, all pointing is to be such as to inhibit any water used during the cleaning process and from any other source from lodging into the structure.
- 1.11 The Architect in Charge shall have the right to give further directions as may be deemed necessary to the Contractor during the progress of work. Such directions shall in no way invalidate the contract. The Contractor shall moreover carry out at his expense all the temporary works, of whatever nature, necessary to enable the works to be carried out such as the mounting of temporary scaffolding, winches, shutters, re-routing of services etc. The Contractor shall also be expected to liaise with other contractors and/ or entities employed by the Contracting Authority to work on the project during the period of performance of this contract.

2. Restoration Works

2.1 Extent of Works

Prior to the commencement of works, the building shall be inspected by the contractor together with the Contracting Authority's Architect in Charge to confirm the extent of work and the methodology to be employed.

2.2 Materials: Natural hydraulic lime

The natural hydraulic lime should be natural, free from any additions such as Portland cement, etc. or any other material which contains any quantity of deleterious salts such as sulphates, chlorides, nitrates, etc.

It is to conform to MSA EN 459 Part 1: 2010 Building Limes Definitions, Specifications and Conformity Criteria.

Unless otherwise indicated, the hydraulic lime used shall have a stone colour, and shall be certified to have been produced at a temperature inferior to 1100oC. The free water content shall be less than 2% and it shall be ground to a fine powder such that more than 85% passes through a 90µm sieve and more than 98% passes a 200µm sieve as indicated in Table 18 of MSA EN 459 Part 1: 2010. Penetration shall be greater than 10mm but less than 50mm and the air content 5% as indicated in Table 18 of MSA EN 459 Part 1: 2010.

If feebly hydraulic lime NHL 2 is specified, then the compressive strength at 28 days shall be more than 2.0MPa but less than 7.0MPa as indicated in Table 17 of MSA EN459 Part 1: 2010. The composition shall be such that the proportion of Ca(OH)₂ shall be greater than 35 while the SO₃ less than 2 (mass fraction in percent as indicated in Table 16 of MSA EN 459 Part 1: 2010).

If moderately hydraulic lime NHL 3.5 is specified, then the compressive strength at 28 days shall be more than 3.5MPa but less than 10.0MPa as indicated in Table 17 of MSA EN 459 Part 1: 2010. The composition shall be such that the proportion of Ca(OH)₂ shall be greater than 25 while the SO₃ less than 2 (mass fraction in percent as indicated in Table 16 of MSA EN 459 Part 1: 2010).

The initial setting time shall be more than 60 minutes. Final setting time within 40 hours.

The composition shall be such that the proportion of CaO and MgO shall be over 45%, while SiO₂, Al₂O₃, and Fe₂O₃ shall amount to approximately 12%-30%.

Unless otherwise indicated, the hydraulic lime used shall have a stone colour, and shall be certified to have been produced at a temperature inferior to 1100°C. It shall be ground to a fine powder such that more than 85% passes through a 90µm sieve and more than 98% through a 0.2mm sieve.

2.3 Materials: Sand for lime mortars

Fine aggregate (sand) for mortars shall be crushed Lower Coralline Limestone. It shall be clean, sharp and gritted and free from loamy matter and other deleterious substance. The sand is to be washed and screened when so directed by the Architect in Charge at the expense of the contractor.

It is to comply with MSA EN 13139 Grade 0/2 or 0/4 (as specified) Category 1 (less than 3% to pass the 0.063µm sieve) for repair and grouting mortars and Grade 0/2 or 0/4 (as specified) Category 2 (less than 5% to pass the 0.063µm sieve) for plasters.

Fine aggregate (sand) is to be well graded and conforming to the methods of sampling and testing and quality requirements of statutory EN regulations and in particular MSA EN 932 and MSA EN 933, unless specified otherwise.

2.4 Materials: Repair and pointing mortar

Portland cement mixes will not be permitted, unless otherwise instructed by the Architect in Charge.

All mixes shall be lime-based (the air or hydraulic lime being in conformity with these specifications) and compatible with the stonework in colour, strength and permeability. They will also be as close as possible in colour, composition and properties to the original mortars.

Lime mortars shall be free from cement and produced in conformity to standards set out in the statutory EN regulation and in particular MSA EN 998 and MSA EN 1015. Natural hydraulic lime mortars shall be in conformity with the relative section of these specifications.

The density of the lime putty shall range between 1.3 and 1.4kg/l and shall not contain any salts (nitrates, chlorides, sulphates, etc) which contribute towards the deterioration of the stone.

Pozzolanic or similar additives shall be preferred alternatives to give strength and durability to a lime-based mix, unless instructed otherwise. Any pozzolanic additive shall be added to the mortar just before use.

The properties of the mix shall be improved if hydraulic lime is used instead of both hydrated lime and pozzolana. In such cases, only aggregate shall be added. No cement or other pozzolanic additives shall be necessary, although additives to match the colour may be required as instructed by the Architect in Charge.

Unless otherwise instructed the mix shall be 1:3 binder aggregate by volume with water just enough to achieve workability.

The use of pozzolanic additives (such as brick dust, pozzolana etc.) to enable air limes to set hydraulically will be permitted. However care shall be taken to ensure that pozzolanic additives (natural or artificial) added are not toxic and do not contribute towards the deterioration of stone. The use of pozzolanic additives such as pulverised fuel ash or others which contain salts detrimental to the stone will not be allowed.

The permeability of the mortar mix/es might be compared with that of the stone before their approval for application on the monument. The permeability of the mortar will be compared with that of the stone by placing samples in a dish with a few millimetres of water to compare the rate of water uptake.

In all cases the minimum amount of water just enough to enable adequate workability shall be used in the mixes.

The Architect in Charge shall have the right to request the Contractor to use a specific hydraulic lime and/ or aggregates and/ or mix composition and/ or pre-mixed lime based mortar to ensure full compatibility between the areas to be restored under this tender and other areas of the church which have already been restored.

2.5 Materials: Globigerina Limestone

Unless otherwise specified by the Architect in Charge, limestone used in the works shall be of the globigerina limestone (franka) type supplied from an approved source. The Contractor shall submit the name, location and licence number of the supply quarry from where the stone is being cut. The quarry shall be approved by the Contracting Authority's Architect in Charge and cannot be changed without prior approval.

Unless otherwise indicated stone to match the existing will be requested. The new stone work shall be worked carefully, and true to shape (ikkartabunat).

All stone blocks (unless otherwise requested) shall be cut as smooth as possible before delivery to site. All arises shall be true and all surfaces plane and truly perpendicular to each other and to a finished uniform height. The stone blocks shall be delivered to site on pallets, clearly marked as to the type. All stone blocks shall be unloaded carefully to prevent damage and wastage.

Only best quality "franka" stone from approved sources, free from all defects, shall be used. The stone shall have good and consistent aesthetic qualities, good durability and uniformity in appearance. It shall not have excessive quantities of red stains or hard shell fragments, but shall be fine-grained and free from spits and clay material. Any stone showing 'soll' traces or 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 Contracting Authority's 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 all or parts of the existing works by proper materials and/or workmanship as directed by the Architect in Charge.

The limestone blocks shall be faced and trimmed in a way that no chipped edges are visible, unless the Architect in Charge has requested the use of recycled masonry originating from the original construction itself.

The blocks shall be transported to site on pallets and handled in such a way as to minimise damage and waste.

3. SPECIFICATIONS FOR WATERPROOFING WORKS

3.1. General Outline of works

This contract for works seeks to have a flexible waterproofing material installed over flat roofs, barrel vaulted roofs and domed chapel cupolas of various shapes and sizes. The contractor shall take into consideration that some of the works are carried out in restricted areas with variable access conditions. A goods lift is present on site which can be used with limitations within the property for the handing of materials to roof level.

The general outline of the works will be as follows

- Remove any existing membranes and damaged underlying layers as directed by the Architect in Charge. Resulting materials shall be carted away to approved dumping sites.
- Remove damaged skylights and cart away following by the re-installation of new approved ones which must be double skin opaque polycarbonate skylights. These shall be laid on a level bedding as directed by the Architect in Charge.
- Perform any preparations for the application of the waterproofing membrane including the removal and repair of all loose and damaged areas.
- Cleaning from any vegetation shall be performed and exposed surfaces shall be treated through the spraying of a biocide.

Version 1.1 NGO

- Application of liquid membrane in various layers with special attention to water channels and restricted areas. The application of a fibreglass net as part of the system as approved shall be required.
- For the Waterproofing the Contractor must provide a minimum warranty of 10 years and a minimum working life time of 25 years.

The following minimum performance specifications are required for the waterproofing material proposed to EN1504-2:

Colors: light colored, ideally finished product is white

Tensile strength: $> 1.8 \text{ N/mm}^2$

Water impermeability: 150 KPa

Expected working life: W3 (25 years)

Climatic zone: S (Severe)

User load: P2 Moderate Accessible for maintenance of the roofing only

Adhesion: $\geq 0.8 \text{ N/mm}^2$

Reaction to fire: Euroclass F

Crack ability bridging: $\geq \text{A4}$

Condition report included in tender package for information purposes.

SECTION 5 - SUPPLEMENTARY DOCUMENTATION

5.1 - Draft Contract Form

5.2 - Glossary

5.3 - Specimen Performance Guarantee

5.4- Specimen Retention Guarantee

5.5 - General Conditions of Contract

The full set of General Conditions for Works Contracts is attached with this tender.

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.