



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

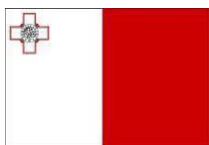
REFERENCE NUMBER: PA.5.0103/13.2

Tender for the upgrading of two concrete spiral staircases at Christ the King Basilica, Paola

Date Published: 12 October 2023

Deadline for Submission: 2 November 2023 at 09:30am CEST

Tender Opening: 2 November 2023 At 10:00am CEST



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

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

Project part-financed by the European Regional Development Fund
Co-financing rate: 80% European Union; 20% National Funds



Bid Bond requirements for this tender: Not Applicable

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

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## SECTION 1 - INSTRUCTIONS TO TENDERERS

### 1. General Instructions

1.1 In submitting a tender, the tenderer accepts in full and in its entirety, the content of this tender document, including subsequent Clarifications issued by the Non Governmental Organisation (NGO), whatever the economic operator's own corresponding conditions may be, which through the submission of the tender is waived. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender document. These Instructions to Tenderers complement the General Rules Governing Tenders for NGOs Version 1.0.

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

**Prospective tenderers must submit their offer by depositing it in the tender box, located at 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. Tender reference number and tender title must be clearly indicated on the sealed bid. Prospective tenderers take full responsible to submit their offer by the set tender submission deadline.**

#### **Note:**

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

1.2 The subject of this tender is the upgrading of two concrete spiral staircases at Christ the King Basilica, Paola

1.3 The place of acceptance of the works shall be the Archdiocese of Malta, Pjazza Kalcidonju, Floriana, the time-limits for the execution of the entire contract shall be 5 weeks from the Order to Start Works, and the INCOTERM<sup>2010</sup> 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 €65,000 excluding VAT.

1.5 This call for tenders is being issued under an open procedure.

1.6 The beneficiary of this tender is **Fondazzjoni għall-Patrimonju Kulturali ta' l-Arcidiocesi ta' Malta.**

1.7 This tender is not a reserved contract.

### 2. Timetable

|                                                        | DATE | TIME |
|--------------------------------------------------------|------|------|
| Clarification Meeting/Site Visit (Refer to Clause 6.1) | N/A  | N/A  |

|                                                                                                                                                                   |                 |            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------|
| Deadline for request for any additional information from the NGO<br><br>Clarification requests should be addressed to: NGOs e-mail address<br>fond.pkam@gmail.com | 23 October 2023 | 00.00 CET  |
| Last date on which additional information can be issued by the NGO                                                                                                | 26 October 2023 | 00.00 CEST |
| Deadline for submission of tenders<br>(unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering for NGOs)                       | 2 November 2023 | 09.30 CEST |
| Tender Opening                                                                                                                                                    | 2 November 2023 | 10.00 CEST |
| * All times Central European Time (CET) / Central European Summer Time (CEST) as applicable                                                                       |                 |            |

### 3. Lots

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

### 4. Variant Solutions

4.1 Variant solutions are not permissible.

### 5. Financing

5.1 The project is *co-financed* by the European Union, 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

6.1 No clarification meeting will be held. Meetings between economic operators and the NGO, other than that provided in this clause during the tendering period are not permitted.

### 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

Economic Operators are to complete the Eligibility Section through the ESPD (if applicable) and the necessary documents as follows: (Note 2)

(i) No Bid Bond is required.

- (ii) Declare agreement, conformity and compliance with the General Rules Governing Tenders for NGOs. <sup>(Note 2A)</sup>
- (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. <sup>(Note 2A)</sup>
- (iv) Power of Attorney (if applicable) <sup>(Note 2A)</sup>
- (v) Data on Joint Venture/Consortium (where applicable) <sup>(Note 2A)</sup>
- (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) <sup>(Note 2A)</sup> **Not 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 <sup>(Note 2A)</sup>
- (ii) Declaration concerning *Selection Criteria* <sup>(Note 2A)</sup>

**(C) Technical Specifications**

- (i) **Key Experts Form** accompanied by CVs of Key experts, copies of qualifications' certifications including warrants, the Statement of Availability and Exclusivity (where applicable), the Self-declaration form for Key Experts (relating to public employees - if applicable) and all other documentation as requested. <sup>(Note 2A)</sup>

The following Key Experts are required:

- a. Key Expert 1: Licensed Mason in possession of a valid Building License;
- b. Key Expert 2: Health and Safety Officer duly registered as a Competent Person in the Occupational Health and Safety Authority's Competent Persons Register;
- c. Key Expert 3: Site Manager responsible for the works - to oversee and co-ordinate the works with the Supervisor in charge of the project. He or she shall act as a single point contact for the duration of works. This key expert must fill in the Statement of Availability and Exclusivity;

**Where this may be feasible, the same person may be nominated to cover the role of site manager, and Licenced Mason provided that all the qualifications and skills for the said positions are met by this same person.**

- (ii) **Tender Technical Offer Declaration Form signed by the bidder** <sup>(Note 3)</sup>. **(Note: Submission of an unsigned declaration form or a modified declaration form will automatically invalidate the tender bid).**

**(D) Financial Offer**

- (i) The Tender Form and Tenderer's Declaration are to completed and submitted with the offer; <sup>(Note 3)</sup>

- (ii) A financial offer is to be submitted by filling in the Bill of Quantities which has been issued with the tender (the locked version issued with the tender is to be used),, and is to be calculated on the basis of Delivered Duty Paid (DDP)<sup>2020</sup> (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.

Request for Clarification and /or rectifications concerning a previous request dealing with the same shortcoming shall not be entertained.

## **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.

## **10. 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.

## **11. 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** Further to what is stated in the General Conditions, the requirements for Contractor's submissions are detailed in Section 4 Technical Specifications of this Tender.
- 11.14** Any delay to commence or progress with works caused by the Contractor's failure to provide, develop and update any of these documents to the satisfaction of the Supervisor and approving Authorities shall be at the Contractor's risk.

- 11.17** The Contractor, including all the subcontractors, has to comply with all the legislation and regulations concerning employment in Malta, especially the posting of Workers in Malta Regulations; and must liaise with the Department of Industrial and Employment Relations, Malta - DIER and Employment & Training Corporation - ETC, to notify about such workers, fill in the appropriate forms and submit the required documentation; and must provide copies of such notification forms to the Contracting Authority.
- 11.20** The Contracting Authority and the Supervisor shall make available, where applicable, the tender drawings (and any subsequent revisions to such drawings) to the Contractor at the latter's request and well as any drawings required to carry out the works as the need arises. Any such drawings will remain the property of the Contracting Authority and the Contractor may not reproduce or communicate them to third parties except with the Contracting Authority's agreement.
- 11.21** 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.
- 11.22** Where applicable, the Contractor shall submit working and shop drawings, installation drawings, technical data, as-built drawings and other required information to the Supervisor when so requested and within the timeframes requested by the Supervisor. The Supervisor may liaise with the Consultant to approve or otherwise. In the case of technical information and data, the contractor shall allow a minimum of seven (7) days for the Supervisor to comment. The Supervisor may request any drawing and any other document submitted by the Contractor to be revised or replaced and the Contractor shall so revise or replace the document within the requested timeframe and at the Contractor's own expense.
- 11.23** The Contractor shall draw-up and submit all other documentation required as stipulated elsewhere in these Special Conditions, as specified in the Technical Specifications and as otherwise instructed by the Supervisor within the stipulated, specified or requested time frames.
- 11.24** 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.
- 11.25** 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.
- 11.26** The Contractor shall also, in addition to the above, take any necessary action to ensure and maintain the health and safety of his employees, together with those of the employees of any other contractor engaged on or in the vicinity of the site, together with the general public and shall follow any relevant instructions and /or recommendations of the contractor's Health and Safety Offices and the Contracting Authority Project Supervisor to fulfil the obligations set out in the Legal Notice 281/2004 (SL 424.29)

- 11.27** 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.
- 11.28** The Contractor shall not dismantle the scaffolding prior to the approval of the Contracting Authority's architect and civil engineer in charge. The contractor shall give the Contracting Authority's architect and civil engineer in charge at least one week notice to allow for a final inspection and the measurement of works
- 11.29** A suitable "housekeeping" programme shall be established before commencement of the project, and be continuously implemented on the Site.
- 11.30** The Contractor will be available to attend regular site, management and progress meetings.
- 11.31** The contractor binds himself to adhere to the conditions imposed in the Planning Permit, that is, the approved drawings, document and conditions imposed in Planning Permit PA Nos 04537/20 as approved by the Planning Authority. He also binds himself to follow all instructions given to him by the Superintendence of Cultural Heritage.

#### **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 monthly or whenever required by the Supervisor, to be in line with the progress of the actual Works. The Programme of Works shall be accompanied by sufficient data and information together with all the necessary details of constructional plant, required labour force, etc. The Supervisor shall approve the Programme of Works within ten (10) working days from submission by the Contractor to the Supervisor. Should the Supervisor consider any alteration in or addition to the Programme of Works as submitted, the Contractor shall conform therewith without additional cost. Any changes to the Programme of Works shall be approved by the Contracting Authority.

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

17.1 The Contractor shall submit to the Supervisor for approval any drawings, 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, 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 contractors to carry out a suitable, sufficient and systematic assessment of all the occupational health and safety hazards which may be present at the place of work and the resultant risks involved concerning all aspects of the work activity.

20.3 Further to the provisions of the General Conditions, it is also the duty of a contractor to cooperate with other employers, contractors and, or self-employed persons who share a common work place, on the implementation of Health and Safety provisions. The

contractor or his designate shall co-ordinate necessary actions in matters which concern protective and preventive measures, and shall inform all on site as well as the Health and Safety Project Supervisor regarding any potential risks.

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

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

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

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

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

25.1 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 appropriate and environmentally friendly manner.

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

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

26.3 Further to the provisions of Article 26.3 of the General Conditions, any in filled fissures, caverns, reservoirs/cisterns, hollows, Quaternary deposits, or other features of geological, geomorphological, hydrological, palaeontological interest which are discovered must be reported immediately to the Superintendence of Cultural Heritage. The contractor shall halt the works and follow all instructions given by the 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 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 performance of the contract is to commence upon commencement order. The commencement order notification shall be issued not more than 30 days from the date of

the last signature of the 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 as well as the performance guarantee.

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

32.1 The period of performance of this contract shall be 5 weeks from the Commencement indicated in the Order to Start Works.

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 - the total amount of works of a similar nature by a maximum of 30% of the contract value which have become necessary for the purpose of achieving the scope of the contract. These inter alia include the detection of unidentified works evident only once the interventions have commenced such as the repetition of cleaning interventions due to stubborn dirt, the repetition of the application of biocides and herbicides, the consolidation, pinning, repair, stone replacement and re-pointing of areas of the stone fabric. Such works would be resulting from close inspection of works accessible only upon erection of scaffolding or exposed during the course of the works.

35.9 The Contracting Authority will have the right to instruct additional works up to a maximum of 20% of the contract value which have become necessary for the purpose of achieving the scope of the contract. Such works would be resulting from close inspection of works accessible only upon erection of scaffolding or exposed during the course of works. These inter alia include works evident only once the interventions have commenced such as the alternative cleaning and plastering interventions, the application of alternative



treatment and utilization of other materials other than those envisaged in the tender specifications that may be required.

35.11 The provisions provided for in Article 35.11 of the General Conditions shall not be applicable to this contract.

35.12 The provisions provided for in Article 35.12 of the General Conditions shall not be applicable to this contract.

35.13 The provisions provided for in Article 35.13 of the General Conditions shall not be applicable to this contract.

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

37.1 Not applicable

37.2 Not applicable

37.3 Not applicable

#### **Article 38: Origin**

38.1 No derogation to the rules of origin is authorised.

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

39.2 Not applicable.

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

40.2 Not applicable.

#### **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**

Not applicable

#### **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 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 of any written reaction in the 30 days following their receipt accompanied by the requisite documents.

50.2 Once the deadline laid down in Article 50.1 has expired, the Contractor may, within two months of late payment, claim late-payment interest:

- at the rediscount rate applied by the issuing institution of the country of the Contracting Authority;

on the first day of the month in which the deadline expired, plus two percentage points (2%). The late-payment interest shall apply to the time which elapses between the date of the payment deadline (exclusive) and the date on which the Contracting Authority's account is debited (inclusive).

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

The contract will be co-financed through the European Regional Development Fund 2014-2020.

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

56.2 The supervisor will issue partial provisional acceptance upon completion of full works on the structure envisioned within the contract and not upon completion of works on parts of the structure envisioned within the contract.

56.3 The maintenance period shall run from the date of the Provisional Acceptance Certificate issued as per Article 57.

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

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

## **Article 58: Maintenance Obligations**

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

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.

70.4 The Contractor shall be liable to a penalty of €300 (three hundred euro) for each occurrence when the contractor fails to abide by good housekeeping. The project supervisor will issue an administrative order and failure to abide to such instructions will result in the application of the above mentioned penalty.

## 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.

### 1. Technical Report

Christ The King Basilica is a popular tourist destination with cultural and historical significance. Tourists visit the basilica to experience its architectural beauty and religious importance. Both staircases lead to the top of the two belfry towers which offer magnificent views of Malta given the location of the Paola Parish Church, which is at the top of a hill, visitors to the rooftop viewing gallery will be able to experience a 360° view of the Southern Zone, as well as views up till the historic city of Mdina, the Grand Harbour, as well as the variety of the Maltese Southern Zone historical and environmental landscape.

Christ The King Basilica, a renowned religious monument, welcomes a substantial number of visitors each year. The spiral staircase, a prominent feature present in the two belfry towers of the basilica, has shown signs of significant wear and damage due to years of heavy foot traffic, weather exposure, and inadequate maintenance. Given the importance of the basilica and its popularity among tourists and locals, addressing the deteriorating staircase is of paramount importance.

The damaged staircases detracts from the overall visitor experience and could potentially dissuade visitors from returning.

Thus by providing safe access to the rooftop viewing gallery of the Paola Parish Church, the southern zone will experience an increase in sustainable tourism in the area and will further complement the works already carried out to restore the façade of the parish church.

The extent of the damage is provided below.

#### 1.1 Summary

This section outlines the current state of the two main concrete spiral staircase at Christ The King Basilica, highlighting the damages it has suffered during the years and the urgent need for its repairs. The basilica, a popular tourist destination in Paola, attracts a significant number of visitors annually. The deterioration of the staircase poses safety risks and impacts the overall visitor experience. This report recommends immediate repairs to ensure the safety of visitors and the preservation of the basilica's historic and cultural significance.

#### 1.2 Introduction

Christ The King Basilica, a renowned religious monument, welcomes a substantial number of visitors each year. The spiral staircase, a prominent feature present in the two belfry towers of the basilica, has shown signs of significant wear and damage due to years of heavy foot traffic, weather exposure, and inadequate maintenance. Given the importance of the basilica and its popularity among tourists and locals, addressing the deteriorating staircase is of paramount importance.

#### 1.3 Damage Assessment

The concrete spiral staircase has exhibited the following damages: (Also refer to the enclosed photos)

- Surface Erosion: The concrete surfaces of the staircase have eroded due to the effects of weather, moisture, and frequent use. This erosion has led to uneven and slippery steps, increasing the risk of accidents for visitors.
- Cracks and Structural Deterioration: Cracks have formed along the staircase, compromising its structural integrity. These cracks have widened over time, posing a safety hazard to visitors and potentially causing further deterioration.
- Corrosion of Reinforcement and Concrete Spalling: The steel reinforcement within the concrete have shown signs of corrosion due to moisture infiltration. This corrosion weakens the overall strength of the staircase and could lead to potential collapse.

#### 1.4 Safety Concern

The deteriorating state of the concrete spiral staircase presents significant safety concerns. The risk of slips, trips, and falls is heightened due to the uneven surfaces, cracks, and deterioration. In the event of an emergency evacuation, the compromised structural integrity of the staircase could impede safe passage. Ensuring the safety of visitors is paramount and calls for immediate action.

#### 1.5 Impact on visitors

Christ The King Basilica is a popular tourist destination with cultural and historical significance. Tourists visit the basilica to experience its architectural beauty and religious importance. Both staircases lead to the top of the two belfry towers which offer magnificent views of Malta. The damaged staircases detracts from the overall visitor experience and could potentially dissuade visitors from returning.

#### 1.6 Recommendation

Based on the assessment of damages and safety concerns, the following recommendations are made:

- Immediate Repairs: Heavily damaged risers should be replaced with a structurally sound and architecturally compatible design elements. The replacement should prioritize safety, accessibility, and longevity. Other damaged elements are to be repaired with a proper sand/cement mix.
- Regular Maintenance: Once the staircase is repaired, implement a regular maintenance schedule to ensure its longevity and prevent future deterioration.
- Temporary Measures: While the replacement is being planned and executed, it is being recommended that temporary safety measures such as closing off the deteriorating sections of the staircase are implemented.

#### 1.7 Conclusion

The damages suffered by the concrete spiral staircase at Christ The King Basilica necessitate urgent action. The safety of visitors, the preservation of the basilica's cultural significance, and the continuation of tourism are at stake. This will contribute to the basilica's long-term sustainability and provide a safe and enjoyable experience for all who visit.

## 2. Work Method Statement

The method statement outlines the procedure for the replacement of damaged reinforced concrete steps at Christ the King Basilica, Paola. The project involves the removal of damaged stair treads and the installation of new reinforced concrete stair treads resembling the same. Safety precautions, equipment, and materials required for the task will be detailed in this document.

Photos of the existing condition of the stairs are being produced at the end of this method of works.

The scope of work includes:

- Structural support to the existing staircase at each level.
- Removal of damaged concrete stair treads
- Installation of new reinforced concrete stair treads.
- Ensuring safety measures are in place during the entire process.

The Work Method Statement and the Methodology, Equipment to be used are detailed below.

## **2.1 Introduction**

This method statement outlines the procedure for the replacement of damaged reinforced concrete steps at Christ the King Basilica, Paola. The project involves the removal of damaged stair treads and the installation of new reinforced concrete stair treads resembling the same. Safety precautions, equipment, and materials required for the task will be detailed in this document. Photos of the existing condition of the stairs are being produced at the end of this method of works.

## **2.2 Scope**

The scope of work includes:

- Structural support to the existing staircase at each level.
- Removal of damaged concrete stair treads
- Installation of new reinforced concrete stair treads.
- Ensuring safety measures are in place during the entire process.

## **2.3 Responsibilities**

- Site Manager: Responsible for overseeing the construction process, quality control, and on-site safety.
- Construction Team (Licensed Mason): Skilled labourers responsible for carrying out the actual work.
- Safety Officer: Ensuring all safety protocols are followed.

## **2.4 Safety precautions**

Before commencing work, a safety briefing shall be conducted. The following safety precautions will be implemented:

- All personnel must wear appropriate personal protective equipment (PPE), including helmets, safety boots, gloves, and high-visibility vests.
- Barricades and warning signs shall be erected around the work area to prevent unauthorized access.
- Fall protection measures, such as guardrails and safety harnesses, will be used when working at heights.
- Tools and equipment will be inspected regularly for safety and functionality.
- First aid kits and fire extinguishers will be readily available on-site.
- A designated safe assembly point will be established in case of emergencies.

## **2.5 Equipment and materials**

### **2.5.1 Equipment**



- Jackhammers or concrete breakers
- Shovels and wheelbarrows
- Concrete mixer
- Vibrating screed or trowel
- Rebar and wire mesh
- Leveling instruments
- Hand tools (e.g., hammers, saws)

#### **2.5.2 Materials**

- Reinforced concrete mix with fibre mesh and waterproofing additive
- A 503 stainless steel mesh
- Formwork and formwork accessories
- Concrete curing compound
- Concrete bonding agent

### **2.6 Methodology**

#### **2.6.1 Demolition of damaged stair treads**

- a. Secure the work area by erecting barricades and warning signs.
- b. Use jackhammers or concrete breakers to carefully remove the damaged concrete treads.
- c. Dispose of the demolished concrete in an environmentally responsible manner.

#### **2.6.2 Formation of new reinforced stair treads**

- a. Set up the formwork to the required dimensions and secure it firmly in place.
- b. Install wire mesh reinforcement as per the structural design.
- c. Mix the concrete according to the Architect in charge specifications.
- d. Pour the concrete into the formwork, ensuring it is properly vibrated and levelled.
- e. Finish the surface using a vibrating screed or trowel for a smooth and even finish.
- f. Apply a concrete curing compound to promote proper curing and strength development.
- g. Allow the concrete to cure for the recommended period.
- h. After curing, remove the formwork carefully.
- i. Conduct a final inspection to ensure the quality and safety of the newly installed steps.
- j. Steps 1 to 9 are to be repeated for each and every level.

### **2.7 Quality Control**

Quality control checks will be conducted at various stages of the project to ensure that the work complies with the project specifications and relevant codes and standards.

### **2.8 Environmental Considerations**

All waste materials will be disposed of in accordance with local environmental regulations.

### **2.9 Conclusion**

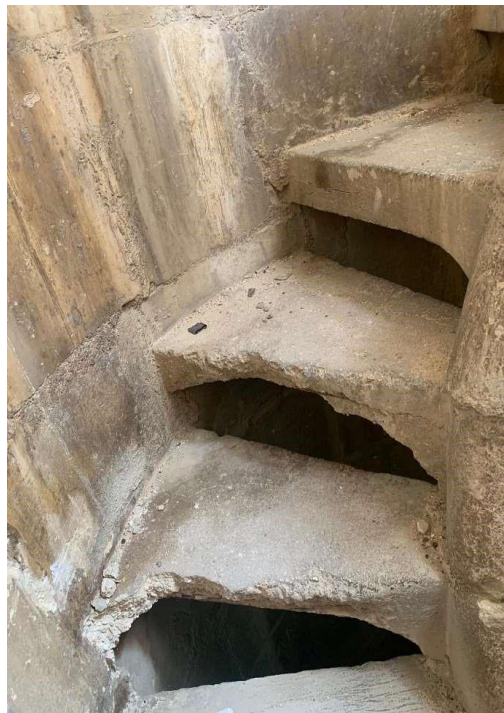
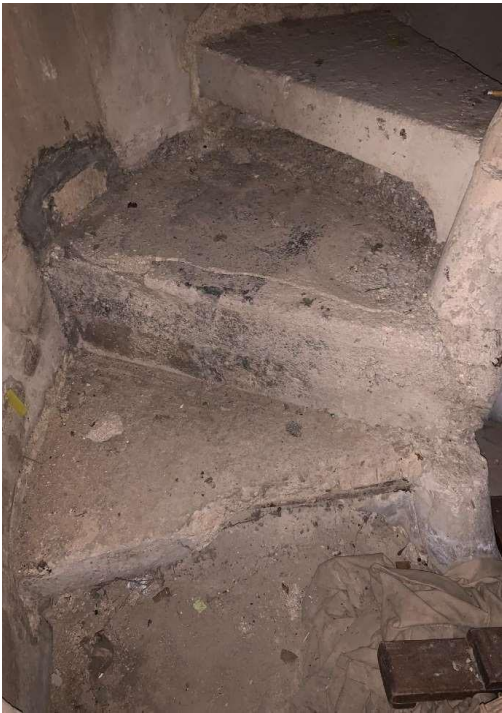
This method statement outlines the procedures for the replacement of damaged reinforced concrete stair treads. The safety of personnel and the quality of work are of utmost importance throughout the project. Adherence to this method statement, safety precautions, and quality control measures will be monitored by the responsible personnel.

### **2.10 Photos**









### 3. Materials to be Used

A non-exhaustive list of materials to be used include:

- a. C30 concrete with fibre mesh & water proofing additives;
- b. A 503 stainless steel mesh; and
- c. Water based paint.

Reference is to be made to the Work Method Statement in Section 2, above.

## **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 included in the tender package.

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.