



**KERCCEM**  
local council



**ADVERT NUMBER:** KCM/M313/14  
**CT FILE NUMBER:** KCM/M313/14  
**DEPT. REF:** KCM/M313/14

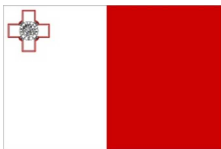
## ***TENDER TO SUPPLY AND IMPLEMENT A LANDSCAPING SCHEME at Gnien il-Familja, Triq is-Summien c/w Triq il-Horg, Kercem, Gozo.***

**Closing Date:** 29<sup>th</sup> August 2014 at 10:00am CET

**Date Published:** 8<sup>th</sup> July 2014

**Cost of the Tender Document: €50**

Rural Development Programme for Malta 2007-2013



LEADER  
Project Part-Financed by the European Union  
The European Agricultural Fund for Rural  
Development: Co-Financing Rate: 75% European Union 25% Government  
of Malta  
*Europe Investing in Rural Areas*



**IMPORTANT:**

- No Bid Bond is requested for this tender

*Clarifications shall be uploaded and will be available to view/download from  
<http://www.kercemgozo.com/> - Tenders Section*

**Kercem Local Council**

Pjazza Orvieto, Kercem, Gozo, Malta - [www.kercemgozo.com](http://www.kercemgozo.com) - [kercem.lc@gov.mt](mailto:kercem.lc@gov.mt)

# **TENDER TO SUPPLY AND IMPLEMENT A LANDSCAPING SCHEME**

## **Table of Contents**

<b>TENDER TO SUPPLY AND IMPLEMENT A LANDSCAPING SCHEME Table of Contents</b> .....	<b>2</b>
<b>VOLUME 1 SECTION 1 - INSTRUCTIONS TO TENDERERS</b> .....	<b>4</b>
<b>A. GENERAL PART</b> .....	<b>4</b>
1. General Instructions.....	4
2. Timetable.....	4
3. Lots.....	4
4. Financing.....	5
5. Eligibility.....	5
6. Selection Criteria.....	5
7. Multiple Tenders.....	6
8. Tender Expenses.....	6
9. Site Inspection.....	6
<b>B. TENDER DOCUMENTS</b> .....	<b>6</b>
10. Content of Tender Document.....	6
11. Explanations/Clarification Notes Concerning Tender Documents.....	7
12. Labour Law.....	7
13. Law.....	7
<b>C. TENDER PREPARATION</b> .....	<b>7</b>
14. Language of Tenders.....	7
15. Presentation of Tenders.....	8
16. Content of Tender (Single-Envelope System).....	8
17. Tender Prices.....	9
18. Currencies of Tender and Payments.....	9
19. Period of Validity of Tenders.....	10
20. Tender Guarantee (Bid Bond).....	10
21. Variant Solutions.....	10
22. Preparation and Signing of Tenders.....	10
<b>D. SUBMISSION OF TENDERS</b> .....	<b>11</b>
23. Sealing and Marking of Tenders.....	11
24. Extension of Deadline for Submission of Tenders.....	11
25. Late Tenders.....	11
26. Alterations and Withdrawal of Tenders.....	11
<b>E. OPENING AND EVALUATION OF OFFERS</b> .....	<b>11</b>
27. Opening of Tenders.....	11
28. Secrecy of the Procedure.....	12
29. Clarification of Tenders.....	12
30. Tender Evaluation Process.....	12
31. Correction of Arithmetical Errors.....	13
<b>F. CONTRACT AWARD</b> .....	<b>13</b>
32. Criteria for Award.....	13
33. Right Of The Contracting Authority To Accept Or Reject Any Tender.....	13
34. Notification of Award, Contract Clarifications.....	14
35. Contract Signing and Performance Guarantee.....	14
36. Commencement of Works (Order To Start Works).....	15
<b>G. MISCELLANEOUS</b> .....	<b>15</b>
37. Ethics Clauses.....	15
38. Data Protection and Freedom of Information.....	16
39. Gender Equality.....	16
<b>VOLUME 1 SECTION 2 - TENDER FORM</b> .....	<b>17</b>

<b>VOLUME 1 SECTION 4 - TENDERER'S STATEMENTS .....</b>	<b>20</b>
1. Statement on Conditions of Employment .....	20
2 - Tenderer's Statement on the implementation of Equal Opportunities within the tenderer's Business Organisation .....	21
3 - Tenderer's Statement on environmental responsibility. ....	22
<b>VOLUME 1 SECTION 5 - GLOSSARY .....</b>	<b>23</b>
<b>VOLUME 1 SECTION 6 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS .....</b>	<b>25</b>
Part II - Rules governing public contracts whose value does not exceed one hundred and twenty thousand euro (€120,000) .....	25
Part XII - Separate packages in tender offer.....	26
Part XIII - Appeals.....	27
Form 1 - Power of Attorney.....	29
Form 2 - Data on Joint Venture/Consortium (Where applicable).....	30
Form 3 - Sub-Contracting.....	31
4. Literature/List of Samples.....	32
Form 5 - Overview of Tenderer's Personnel.....	33
Form 11 - Trained Personnel.....	35
<b>VOLUME 2 SECTION 1 - DRAFT CONTRACT FORM .....</b>	<b>36</b>
<b>VOLUME 2 SECTION 2 - GENERAL CONDITIONS .....</b>	<b>38</b>
<b>VOLUME 2 SECTION 3 - SPECIAL CONDITIONS.....</b>	<b>39</b>
Article 2: Law and language of the contract.....	39
Article 3: Order of precedence of contract documents.....	39
Article 4: Communications .....	39
Article 5: Supervisor and Supervisor's representative .....	39
Article 8: Supply of Documents .....	39
Article 14: Insurance .....	40
Article 15: Performance Programme (Timetable).....	40
Article 31: Commencement Date .....	40
Article 34: Delays in Execution.....	40
Article 35: Variations and Modifications .....	40
Article 37: Work Register .....	40
Article 43: Payments: General Principles .....	41
Article 44: Pre-financing .....	41
Article 45: Retention Monies.....	41
Article 46: Price Revision.....	41
Article 47: Measurement .....	41
Article 48: Interim Payments .....	42
Article 66: Dispute Settlement by Litigation.....	42
Article 71: Further Additional Clauses .....	42
<b>VOLUME 2 SECTION 4 - SPECIMEN PERFORMANCE GUARANTEE .....</b>	<b>43</b>
<b>VOLUME 3 - TECHNICAL SPECIFICATIONS.....</b>	<b>44</b>
Part 1 - To be specified by the Contracting Authority in the tender document.....	44
<b>VOLUME 4 - FINANCIAL BID.....</b>	<b>52</b>
I. Preamble.....	54
II. Terms Relating To Payments.....	55
III. Pricing .....	55
IV. Completing the bill of quantities .....	55
V. Description Of Unit Prices .....	55
VOLUME 5 - DRAWINGS.....	62
List of drawings attached .....	62

~~~~~

# VOLUME 1 SECTION 1 - INSTRUCTIONS TO TENDERERS

## A. GENERAL PART

### 1. General Instructions

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

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

The Evaluation Committee shall, after having obtained approval by the General Contracts Committee, request rectifications in respect of incomplete/non-submitted information pertinent to the documentation as outlined in sub-Clause 16.1(a), 16.1(b), and 16.1(c) of these Instructions to Tenderers. Such rectification/s must be submitted within two (2) working days from notification, and will be subject to a non-refundable administrative penalty of €50: failure to comply shall result in the tender offer not being considered any further.

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

- 1.2 This is a call for tenders for [SUPPLY AND IMPLEMENT A LANDSCAPING SCHEME]

- 1.3 This is a [unit-price (Bill of Quantities)] contract.

- 1.4 The tenderer will bear all costs associated with the preparation and submission of the tender. The Contracting Authority will in no case be responsible or liable for such costs, whatever the conduct or outcome of the procedure.

- 1.5 The Contracting Authority retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.

### 2. Timetable

|                                                                                                                    | DATE         | TIME*     |
|--------------------------------------------------------------------------------------------------------------------|--------------|-----------|
| Clarification Meeting/Site Visit<br>(Refer to Clause 9.2)                                                          | N/A          | N/A       |
| Deadline for request for any additional information from the Contracting Authority                                 | [13.08.2014] | [10.00am] |
| Last date on which additional information are issued by the Contracting Authority                                  | [22.08.2014] | [10.00am] |
| Deadline for submission of tenders / Tender Opening Session<br>(unless otherwise modified in terms of Clause 11.3) | [29.08.2014] | 10:00am   |

\* All times Central European Time (CET)

### 3. Lots

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

- 3.2 Each lot will form a separate contract and the quantities indicated for different lots will be indivisible. The tenderer must offer the whole of the quantity or quantities indicated for each lot. Under no circumstances will tenders for part of the quantities required be taken into consideration.
- 3.3 Contracts will be awarded lot by lot, but the Contracting Authority must choose the most favorable overall solution.

#### **4. Financing**

- 4.1 The project is *co-financed* by the European Union/Government of Malta, in accordance with the rules of < *The European Agricultural Fund for Rural Development*> programme.
- 4.2 The beneficiary of the financing is [Kercem Local Council].

#### **5. Eligibility**

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

#### **6. Selection Criteria**

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

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

- 6.1.1 No evidence of economic and financial standing is required.

- 6.1.2 Information about the tenderer's technical capacity.

*(An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the contracting authority that it will*

have at its disposal the resources necessary for the execution of the contract, for example, by producing an undertaking by those entities to place the necessary resources at the disposal of the economic operator)

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

- A list of trained/qualified or experienced staff capable of carrying out the works as outlined in Volume 3 - Technical Specifications. (Form 11)
- Data concerning sub-contractors and the percentage of works to be sub-contracted:

The maximum amount of sub-contracting must not exceed [25%] of the total contract value.

The main contractor must have the ability to carry out at least [75%] of the contract works by his own means.

## **7. Multiple Tenders**

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

## **8. Tender Expenses**

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

## **9. Site Inspection**

- 9.1 A tenderer may visit the site of the works and its surroundings for the purpose of assessing, at his own responsibility, expense and risk, factors necessary for the preparation of his tender and the signing of the contract for the works.
- 9.2 A clarification meeting and/or a site visit [will not] be held by the Contracting Authority.

# **B. TENDER DOCUMENTS**

## **10. Content of Tender Document**

- 10.1 The set of tender documents comprises the following documents and should be read in conjunction with any clarification notes issued in accordance with Clause 24:
- |          |                                                                                                                                                                                                                                         |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Volume 1 | Instructions to Tenderers                                                                                                                                                                                                               |
| Volume 2 | <ul style="list-style-type: none"><li>• Draft Contract</li><li>• General Conditions (available online from <a href="http://www.contracts.gov.mt/conditions">www.contracts.gov.mt/conditions</a>)</li><li>• Special Conditions</li></ul> |

- 10.2 Tenderers bear sole liability for examining with appropriate care the tender documents, including those design documents available for inspection, and any clarification notes to the tender documents issued during the tendering period, and for obtaining reliable information with respect to conditions and obligations that may in any way affect the amount or nature of the tender or the execution of the works. In the event that the tenderer is successful, no claim for alteration of the tender amount will be entertained on the grounds of errors or omissions in the obligations of the tenderer described above.
- 10.3 The tenderer must provide all documents required by the provisions of the tender document. All such documents, without exception, must comply strictly with these conditions and provisions and contain no alterations made by the tenderer.

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

- 11.1 Tenderers may submit questions in writing to the Contracting Authority through:
- sending an email to [kercem.lc@gov.mt](mailto:kercem.lc@gov.mt)
  - fax number +356 21563888
- up to 16 calendar days before the deadline for submission of tenders. The Contracting Authority must reply to all tenderers' questions, and amend the tender documents by publishing clarification notes, up to at least 6 calendar days before the deadline for submission of tenders.
- 11.2 Questions and answers, and alterations to the tender document will be published as a clarification note on the website of the Kercem Local Council ([www.kercemgozo.com](http://www.kercemgozo.com) - Tenders Section) within the respective tender's page, under the subheading "Preview & Free Tender Documents, and Clarifications". Clarification notes will constitute an integral part of the tender documentation, and it is the responsibility of tenderers to visit this website and be aware of the latest information published online prior to submitting their Tender.
- 11.3 The Contracting Authority may, at its own discretion, as necessary and in accordance with Clause 24, extend the deadline for submission of tenders to give tenderers sufficient time to take clarification notes into account when preparing their tenders.

### ***12. Labour Law***

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

### ***13. Law***

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

## **C. TENDER PREPARATION**

### ***14. Language of Tenders***

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

## 15. Presentation of Tenders

- 15.1 Tenders must satisfy the following conditions:
- (a) All tenders must be submitted in one original, clearly marked “original”, and one identical copy (including all documentation as in the original) signed in the same way as the original and clearly marked “copy”.
  - (b) Both documents are to be separately sealed and placed in another sealed envelope/package so that the bid can be identified as one tender submission. Following the tender opening session, the copy shall be kept, unopened, at the Kercem Local Council, for verification purposes only should the need arise.
  - (c) All tenders must be received by date and time indicated in the timetable at Clause 2 and deposited in the tender box at the entrance of the Kercem Local Council, Pjazza Orvieto, Kecem, Gozo, Malta.
  - (d) All packages, as per (b) above, must bear only:
    - (i) the above address;
    - (ii) the reference of the invitation to tender concerned;
    - (iii) the number of the lot(s) to which the tender refers;
    - (iv) the name of the tenderer.

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

- 16.1 The tender must comprise the following duly completed documents, inserted in a single, sealed envelope (unless their volume requires a separate submission):

- (a) Bid Bond (Not Applicable)
- (b) *General/Administrative Information*<sup>(Note 2)</sup>
  - (i) Proof of Purchase of tender document (receipt)
  - (ii) Statement on Conditions of Employment(Volume 1, Section 4)

*Selection Criteria*
- (c) *Financial and Economic Standing*<sup>(Note 2)</sup>

(Not Applicable)
- (d) *Technical Capacity*<sup>(Note 3)</sup>
  - (i) A list of trained/qualified or experienced staff capable of carrying out the works as outlined in Volume 3 - Technical Specifications. (Form 11)
- (e) *Evaluation Criteria/Technical Specifications*<sup>(Note 3)</sup>
  - (i) Tenderer’s Technical Offer in response to specifications (Volume 3)
  - (ii) Literature
- (f) *Financial Offer/Bill of Quantities*<sup>(Note 3)</sup>
  - (i) The Tender Form in accordance with the form provided in Volume 1, Section 2; a separate Tender Form is to be submitted for each option tendered, each form clearly marked ‘Option 1’, ‘Option 2’ etc.;
  - (ii) A financial bid calculated on a basis of [DDP] for the works/supplies tendered
  - (iii) Breakdown of the overall price, in the form provided in Volume 4 (Bill of Quantities);
  - (iv) [Any other relevant documentation of a financial nature]

Notes to Clause 16.1:



1. Tenderers will be requested to clarify/rectify, within two working days from notification, the tender guarantee only in the following two circumstances: either incorrect validity date, and/or incorrect value.
2. Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within two working days from notification.
3. No rectification shall be allowed. Only clarifications on the submitted information may be requested.

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

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

### **17. Tender Prices**

- 17.1 The tender price must cover the whole of the works as described in the tender documents.
- 17.2 The tenderer must provide a breakdown of the overall price in Euro (€).
- 17.3 Tenderers must quote all components of the price **inclusive** of taxes, customs and import duties and any discounts. Tenderers not registered with the VAT authority in Malta, must **still** include in their financial offer any VAT that the contracting authority may have to pay either in Malta or the country where the tenderer is registered irrespective of the reverse charge mechanism. The financial offer will be considered as the total financial cost to the contracting authority including any VAT that may have to be paid not through the winning tenderer. Except as may otherwise be provided for in the contract, no payment will be made for items which have not been costed.
- 17.4 Different options are to be clearly identifiable in the technical and financial submission; a separate Tender Form (as per Volume 1, Section 2) marked 'Option 1', 'Option 2' etc. for each individual option clearly outlining the price of the relative option is to be submitted.
- 17.5 If the tenderer offers a discount, the discount must be absorbed in the rates of the Bill of Quantities/Financial Statement.
- 17.6 For contracts over €500,000, where VAT is not an eligible cost, and whose output VAT is liable to be paid in Malta, such VAT will be paid directly to the VAT Department in Malta by the Final Beneficiary.
- 17.7 The prices for the contract, must include all of the works to be provided. The prices quoted are fixed and not subject to revision or escalation in costs, unless otherwise provided for in the Special Conditions.
- 17.8 The budget available for this tender is [€34,300 including VAT].

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

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

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

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

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

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

## **21. Variant Solutions**

- 21.1 No variant solutions will be accepted. Tenderers must submit a tender in accordance with the requirements of the tender document.
- 21.2 The rates and prices inserted in the bill of quantities (if applicable) must tally with the conditions laid down in the tender documents.
- The tenderer must state clearly in his variant proposals any additions or deductions to be made to each of the relevant rates and prices in the event that the Contracting Authority accepts the variant and the details of its construction.
- For lump sum contracts, he must include an itemised breakdown of the overall price as modified by the variant solution.
- For unit-price contracts, he must include a bill of quantities as modified by the variant solution.

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

- 22.1 All tenders must be submitted in one original, clearly marked “original”, and one identical copy (including all documentation as in the original) signed in the same way as the original and clearly marked “copy”. Tenders must comprise the documents specified in Clause 16 above.
- It is the responsibility of the tenderers to ensure that both the original and the copy are an identical representation of one another.
- 22.2 The tenderer’s submission must be typed in, or handwritten in indelible ink. Any pages on which entries or corrections to his submission have been made must be initialled by the person or persons signing the tender. All pages must be numbered consecutively by hand, machine or in any other way acceptable to the Contracting Authority.
- 22.3 The tender must contain no changes or alterations, other than those made in accordance with instructions issued by the Contracting Authority (issued as clarification notes) or necessitated by errors on the part of the tenderer. In the latter case, corrections must be initialled by the person signing the tender.
- 22.4 The tender will be rejected if it contains any alteration, tampering, addition or deletion to the tender documents not specified in a clarification note issued by the Contracting Authority.

## **D. SUBMISSION OF TENDERS**

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

- 23.1 The tenders must be submitted in English and deposited in the Department's tender box **before** the deadline specified in Clause 2 or as otherwise specified in accordance with Clause 11.1 and/or 24.1. They must be submitted:

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

**Kercem Local Council,  
Pjazza Orvieto  
Kercem, Gozo  
Malta**

Tenders submitted by any other means will not be considered.

- 23.2 Tenderers must seal the original and the copy of their tender as outlined in Clause 15.
- 23.3 If the outer envelope is not sealed and marked as required in Sub clause 15.1, the Contracting Authority will assume no responsibility for the misplacement or premature opening of the tender.
- 23.4 Any variant proposal/s must be submitted in a separate, sealed inner envelope, clearly marked "variant".

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

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

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

- 25.1 All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by the Contracting Authority. The associated guarantees will be returned to the tenderers.
- 25.2 No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

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

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

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

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

- 27.1 Tenders will be opened in public session on the date and time indicated in the timetable at Clause 2 (or as otherwise specified in accordance with Clause 11.1 and/or 24.1) at the Kercem Local Council, Pjazza Orvieto, Kercem, Gozo, Malta by the General Contracts Committee. They will draw up a 'Summary of Tenders Received' which will be published on the notice board at the Kercem Local Council

and shall also be available to view on the Department's website, [www.kercemgozo.com](http://www.kercemgozo.com).

27.2 At the tender opening, the tenderers' names, the tender prices, variants, written notification of alterations and withdrawals, the presence of the requisite tender guarantee and any other information the Contracting Authority may consider appropriate will be published.

27.3 Envelopes marked "withdrawal" will be read out first and returned to the tenderer.

27.4 Reductions or alterations to tender prices made by tenderers after submission will not be taken into consideration during the analysis and evaluation of tenders.

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

28.1 After the opening of the tenders, no information about the examination, clarification, evaluation or comparison of tenders or decisions about the contract award may be disclosed before the notification of award.

28.2 Information concerning checking, explanation, opinions and comparison of tenders and recommendations concerning the award of contract, may not be disclosed to tenderers or any other person not officially involved in the process unless otherwise permitted or required by law.

28.3 Any attempt by a tenderer to approach any member of the Evaluation Committee/Contracting Authority directly during the evaluation period will be considered legitimate grounds for disqualifying his tender.

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

29.1 When checking and comparing tenders, the evaluation committee may, after obtaining approval from the General Contracts Committee, ask a tenderer to clarify any aspect of his tender.

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

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

30.1 The following should be read in conjunction with Clause 27.

#### **30.2 Part 1: Administrative Compliance**

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

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

#### **30.3 Part 2: Eligibility and Selection Compliance**

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

### *(i) Eligibility Criteria*

- Tender Form (Volume 1, Section 2)

Three-package tender: The eligibility criteria shall be evaluated simultaneously with the financial offer, since this is declared through the contents of the Tender Form (which is to be submitted in package 3).

### *(ii) Selection Criteria*

- Evidence of financial and economic standing
- Evidence of technical capacity

## **30.4 Part 3: Technical Compliance**

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

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

## **30.5 Part 4. Financial Evaluation**

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

The Evaluation Committee will check that the financial offers contain no arithmetical errors as outlined in Clause 31. [If the tender procedure contains several lots, financial offers are compared for each lot.] The financial evaluation will have to identify the best financial offer [for each lot].

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

- 31.1 Admissible tenders will be checked for arithmetical errors by the Evaluation Committee. Errors will be corrected as follows:
- (a) where there is a discrepancy between amounts in figures and in words, the amount in words will prevail;
  - (b) where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will prevail.
- 31.2 The amount stated in the tender will be adjusted by the Evaluation Committee in the event of error, and the tenderer will be bound by that adjusted amount. In this regard, the Evaluation Committee shall seek the prior approval of the General Contracts Committee to communicate the revised price to the tenderer. If the tenderer does not accept the adjustment, his tender will be rejected and his tender guarantee forfeited.
- 31.3 When analysing the tender, the evaluation committee will determine the final tender price after adjusting it on the basis of Clause 31.1.

## **F. CONTRACT AWARD**

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

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

### ***33. Right Of The Contracting Authority To Accept Or Reject Any Tender***

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

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

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

- 34.1 Prior to the expiration of the period of validity of tenders, the Contracting Authority will notify the successful tenderer, in writing, that his tender has been recommended for award by the General Contracts Committee, pending any appeal being lodged in terms of Part XIII of the Public Procurement Regulations (being reproduced in Volume 1, Section 6).
- 34.2 Unsuccessful bidders shall be notified with the outcome of the evaluation process, and will be provided the following information:
- (i) the criteria for award;
  - (ii) the name of the successful tenderer;
  - (iii) the recommended price of the successful bidder;
  - (iv) the reasons why the tenderer did not meet the technical specifications/notification that the offer was not the cheapest (if applicable);
  - (v) the deadline for filing a notice of objection (appeal);
  - (vi) the deposit required if lodging an appeal.
- 34.3 The recommendations of the General Contracts Committee shall be published on the Notice Board of the Kercem Local Council, and published online on the Department's website, [www.kercemgozo.com](http://www.kercemgozo.com)

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

- 35.1 After the lapse of the appeals period, and pending that no objections have been received and/or upheld, the successful tenderer may be invited to clarify certain contractual questions raised therein. Such clarification will be confined to issues that had no direct bearing on the choice of the successful tender. The outcome of any such clarifications will be set out in a Memorandum of Understanding, to be signed by both parties and incorporated into the contract.
- 35.2 Within 7 calendar days of receiving the contract (against acknowledgment of receipt) from the Contracting Authority, the successful tenderer will sign and date the contract and return it to the Contracting Authority with the performance guarantee and the

Financial Identification Form (if applicable). On signing of the contract by the Contracting Authority, the successful tenderer will become the Contractor and the contract will enter into force.

- 35.3 Before the Contracting Authority signs the contract with the successful tenderer, the successful tenderer may be requested to provide the documentary proof or statements required to show that it does not fall into any of the exclusion situations listed in Clause 7 of the Tender Form (Volume 1, Section 2). The above mentioned documents must be submitted by every member of a Joint Venture/Consortium (if applicable).
- 35.4 If the selected tenderer fails to sign and return the contract, other required documentation, and any guarantees required within the prescribed 15 calendar days, the Contracting Authority may consider the acceptance of the tender to be cancelled without prejudice to the Contracting Authority's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the Contracting Authority.
- The tenderer whose tender has been evaluated as [second cheapest/second most economically advantageous] may be recommended for award, and so on and so forth.
- 35.5 Only the signed contract will constitute an official commitment on the part of the Contracting Authority, and activities may not begin until the contract has been signed by the Contracting Authority and the successful tenderer.
- 35.6 Tender guarantees (bid bonds) provided by tenderers who have not been selected shall be released within 30 calendar days from the signing of the contract. The tender guarantee of the successful tenderer shall be released on the signing of the contract, and on submission of a valid performance guarantee.
- 35.7 The performance guarantee referred to in the General Conditions is set at 10% of the amount of the contract and must be presented in the form specified in Volume 2, Section 4, to the tender document the performance guarantee shall be released within 30 days of the signing of the Final Statement of Account (Final Bill), unless the Special Conditions provide otherwise.

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

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

## **G. MISCELLANEOUS**

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

- 37.1 Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his candidacy or tender and may result in administrative penalties.
- 37.2 Without the Contracting Authority's prior written authorisation, the Contractor and his staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or sub-contracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other programmes or projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.
- 37.3 When putting forward a candidacy or tender, the candidate or tenderer must declare that he is affected by no potential conflict of interest, and that he has no particular link with other tenderers or parties involved in the project.
- 37.4 The Contractor must at all times act impartially and as a faithful adviser in accordance

with the code of conduct of his profession. He must refrain from making public statements about the project or services without the Contracting Authority's prior approval. He may not commit the Contracting Authority in any way without its prior written consent.

- 37.5 For the duration of the contract, the Contractor and his staff must respect human rights and undertake not to offend the political, cultural and religious morals of Malta.
- 37.6 The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.
- 37.7 The Contractor and his staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor are confidential.
- 37.8 The contract governs the Parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.
- 37.9 The Contractor shall refrain from any relationship likely to compromise his independence or that of his staff. If the Contractor ceases to be independent, the Contracting Authority may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.
- 37.10 The tender(s) concerned will be rejected or the contract terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

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

- 38.1 Any personal data submitted in the framework of the procurement procedure and/or subsequently included in the contract shall be processed pursuant to the Data Protection Act (2001). It shall be processed solely for the purposes of the performance, management and follow-up of the procurement procedure and/or subsequent contract by the Contracting Authority/Contracting Authority without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with National and/or Community law.
- 38.2 The provisions of this contract are without prejudice to the obligations of the Contracting Authority in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). The Contracting Authority, prior to disclosure of any information to a third party in relation to any provisions of this contract which have not yet been made public, shall consult the contractor in accordance with the provisions of the said Act, pertinent subsidiary legislation and the Code of Practice issued pursuant to the Act. Such consultation shall in no way prejudice the obligations of the Contracting Authority in terms of the Act.

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

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



## VOLUME 1 SECTION 2 - TENDER FORM

(A separate, distinct Tender Form must be submitted for EACH OPTION - if applicable - submitted)

**ADVERT NUMBER:**      *KCM/M313/16 - Tender for the supply and installation of a public convenience facility.*

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

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

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

3. The maximum amount of sub-contracting must not exceed [25%] of the total contract value. The main contractor must have the ability to carry out at least [75%] of the contract works by his own means.

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

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

C TENDERER'S DECLARATION(S)

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

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

1 We have examined, and accept in full and in its entirety, the content of this tender document (including subsequent Clarifications Notes issued by the Contracting Authority) for invitation to tender No [\_\_\_\_\_/\_\_\_\_\_] of [...../...../.....]. We hereby accept the contents thereto in their entirety, without reservation or restriction. We also understand that any disagreement, contradiction, alteration or deviation shall lead to our tender offer not being considered any further.

2 We offer to execute, in accordance with the terms of the tender document and the conditions and time limits laid down, without reserve or restriction, the following works:

[.....][description of works]

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

[.....]

4 This tender is valid for a period of 150 days from the final date for submission of tenders.

5 If our tender is accepted, we undertake to provide a performance guarantee of 10% of the contract value as required by the General Conditions.

6 We are making this application in our own right and [as partner in the consortium led by < name of the leader / ourselves > ] for this tender [Lot No]. We confirm that we are not tendering for the same contract in any other form. [We confirm, as a partner in the consortium, that all partners are jointly and severally liable by law for the performance of the contract, that the lead partner is authorised to bind, and receive instructions for and on behalf of, each member, and that all partners in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's performance]. We are fully aware that, in the case of a consortium, the composition of the consortium cannot be modified in the course of the tender procedure.

7 We are not bankrupt or under an administration appointed by the Court, or under proceedings leading to a declaration of bankruptcy. We also declare that we have not been convicted criminally, or found guilty of professional misconduct. Furthermore, we are up-to-date in the payment of social security contributions and other taxes.

8 We accept that we shall be excluded from participation in the award of this tender if compliance certificates in respect of declarations made under Clause 7 of this declaration are not submitted by the indicated dates.

9 We agree to abide by the ethics clauses of the instructions to tenderers and, in particular, have no potential conflict of interests or any relation with other candidates or other parties in the tender procedure at the time of the submission of this application. We have no interest of any nature whatsoever in any other tender in this procedure. We recognise that our tender may be excluded if we propose key experts who have been involved in preparing this project or engage such personnel as advisers in the preparation of our tender.

10 We will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any false, inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the Government of Malta and the European Communities.

11 Our tender submission has been made in conformity with the Instructions to Tenderers, and in this respect we confirm having included in the appropriate packages as required, the following documentation:

- (a) **Tender Guarantee** <sup>(Note 1)</sup>
  - o Bid Bond

- (b) **General Information** <sup>(Note 2)</sup>
  - o Proof of Purchase (Receipt)

- o Statement on Conditions of Employment

**Selection Criteria** <sup>(Note 2)</sup>

**(c) Financial and Economic Standing** <sup>(Note 2)</sup>

- o N/A

**(d) Technical Capacity** <sup>(Note 3)</sup>

- o A list of trained/qualified or experienced staff capable of carrying out the works as outlined in Volume 3 - Technical Specifications. (Form 11)
- o Literature/List of Samples

**(e) Evaluation Criteria/Technical Specifications** <sup>(Note 3)</sup>

- Tenderer's Technical Offer

**(f) Tender Form, and Financial Offer/Bill of Quantities** <sup>(Note 3)</sup>

**Notes:**

1. Tenderers will be requested to clarify/rectify, within two working days from notification, the tender guarantee only in the following two circumstances: either incorrect validity date, and/or incorrect value. This is indicated by the symbol o
2. Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within two working days from notification. This is indicated by the symbol o
3. No rectification shall be allowed. Only clarifications on the submitted information may be requested. This is indicated by the symbol •

12 I acknowledge that the Contracting Authority and/or Contracting Authority shall request rectifications in respect of incomplete/non-submitted information pertinent to the documentation listed in Clause 11(a), 11(b), and 11(c) of this Tender Form. We understand that such rectification/s must be submitted within two (2) working days, and will be subject to a non-refundable administrative penalty of €50, and that failure to comply shall result in our offer not being considered any further.

13 We note that the Contracting Authority is not bound to proceed with this invitation to tender and that it reserves the right to cancel or award only part of the contract. It will incur no liability towards us should it do so.

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

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

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

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

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

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

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

**1. Statement on Conditions of Employment**

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

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

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

Signature: .....

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

Date: .....

**2 - Tenderer's Statement on the implementation of Equal Opportunities within the tenderer's Business Organisation**

It is hereby being declared that this organisation is committed towards gender equal opportunities. In fact, its job descriptions/workforce profiles are gender neutral and equal opportunities are taken into account in recruitment and employment. It offers equal pay for equal work and the services that it offers are accessible to both genders.

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

Date: .....

**3 - Tenderer's Statement on environmental responsibility.**

It is hereby being declared that this organisation is committed towards its environmental responsibilities with respect to waste, energy, printing of materials, water and other environmental factors. We also confirm that any waste generated by this project will be properly disposed of without harming the environment and recycled.

Signature: .....

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

Date: .....

## VOLUME 1 SECTION 5 - GLOSSARY

### Definitions

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

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

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

**Contracting Authority:** means the Kercem Local Council

**Contracting Authority:** means the final beneficiary

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

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

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

**Day:** Calendar day.

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

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

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

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

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

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

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

**Final Beneficiary:** The Department/Entity or other government body on whose behalf the Kercem Local Council has issued this tender.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## VOLUME 1 SECTION 6 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

### *Part II - Rules governing public contracts whose value does not exceed one hundred and twenty thousand euro (€120,000)*

The procedure for the submission of appeals is stipulated in Part II of the Public Procurement Regulations (Legal Notice 296/2010), reproduced hereunder for ease of reference.

- 21(1) Where the estimated value of the public contract exceeds twelve thousand euro (€12,000) and is issued by an authority listed in Schedule 1, any tenderer or candidate concerned shall have a right to make a complaint to the Review Board in accordance with this regulation.
- (2) (a) The contracting authority shall be obliged to issue a notice and affix an advertisement, in a prominent place at its premises, indicating the awarded public contract, the financial aspect of the award and the name of the successful tenderer. The contracting authority shall, by electronic means or by fax, inform the tenderer or candidate concerned of the publication of the award. The contracting authority shall be precluded from concluding the contract during the period allowed for the submission of appeals.  
(b) The award process shall be completely suspended if an appeal is eventually submitted.
- (3) Any tenderer or candidate concerned who is aggrieved by the award indicated by the contract authority may, within five working days from the publication of the notice, file a letter of objection, together with a deposit, with the contracting authority, clearly setting forth any reason for his complaint. The deposit to be paid in respect of tenders valued at less than forty-seven thousand euro (€47,000) shall be four hundred euro (€400), while those between forty-seven thousand euro (€47,000) and one hundred and twenty thousand euro (€120,000) shall be 0.5% of the estimated value of the tender, with a minimum deposit of four hundred euro (€400). The letter by the complaining tenderer shall be affixed on the notice board of the contracting authority and shall be brought to the attention of the recommended tenderer.
- (4) After the expiry of the period allowed for the submission of a complaint, the contracting authority shall deliver the letter of complaint, the deposit receipt and all documents relating to the public contract in question to the Review Board who shall examine the matter in a fair and equitable manner. In its deliberation the Review Board shall have the authority to obtain, in any manner it deems appropriate, any other information not already provided by the contracting authority. The Review Board shall determine the complaint by upholding or rejecting it. The written decision of the Review Board shall be affixed on the notice board of the contracting authority and copies thereof shall be forwarded to the Director of Contracts and all the parties involved.
- (5) (a) Any tenderer or candidate who feels aggrieved by a decision taken by the Review Board may appeal to the Court of Appeal (Superior Jurisdiction) as constituted in accordance with article 41(1) of the Code of Organization and Civil Procedure by means of an application filed in the registry of that court within twenty calendar days from the decision on which that decision has been made public.  
(b) A copy of the appeal application shall be served on the Contracting Authority and on the recommended tenderer, if any, who may file a written reply within twenty days from the date of service.  
(c) The Court of Appeal shall set down the cause for hearing at an early date, in no case later than two months from the date on which the appeal is brought before it and shall cause notice of such date to be given to the parties who, on their part, shall assume the responsibility to visit the court registry and be aware of the latest information regarding the appointment for the hearing of the case.  
(d) After appointing the application for hearing, and after listening to the oral submissions made by all parties, the Court shall decide the application on its merits, within the shortest time possible but not any later than four months from the day when the appeal had been filed and the parties have been duly notified. Pending the decision of the Court, the process of the call for tenders shall be suspended.

- (6) Tender documents issued in terms of this Part shall include a clause informing tenderers that the award of the contract is subject to the right of recourse as provided for in this regulation, a copy of which should be reproduced in the documents.
- (7) The Minister shall have the authority by order to extend the provisions of this regulation in order that recourse as provided in this regulation be made available also by authorities listed in Schedule 3 and to prescribe the procedure by which such recourse is to be granted.

### ***Part XII - Separate packages in tender offer***

The procedure for the submission of separate packages in the tender offer is stipulated in Part XII of the Public Procurement Regulations (Legal Notice 296/2010), reproduced hereunder for ease of reference.

- (1) Contracting authorities listed in Schedule 1 shall ensure that for all tenders awarded by the open or restricted procedures with an estimated value of over two million euro (€2,000,000) or, at the discretion of the Director of Contracts, on tenders of a lower estimated value or on tenders awarded through the negotiated or competitive dialogue procedures, the tender conditions stipulate that tenders shall only qualify for consideration if they are submitted in separate and sealed packages as follows:
  - (a) Package One: an original and valid tender bond (Bid Bond), duly executed in the form, for the amount and for the validity period stipulated in the official tender document;
  - (b) Package Two: technical specifications including supportive literature, details, designs, samples and any other matter as requested in the tender documents; and
  - (c) Package Three: completed price schedules and, or bills of quantities, form of tender, payment terms or other financial arrangements; any covering letter which may provide other pertinent details of a commercial nature.
- (2) In the process of adjudicating the tender, the packages for all tenderers shall be opened in public and in the sequence enumerated in the sub-regulation (1). When at any stage, any tenderer fails to comply with the tendering procedural requirements and, or with the specifications, the remaining packages in his tender offer are to be discarded unopened:

Provided that the Director of Contracts or, with his authorization, any contracting authority, shall have the right to seek clarifications on points of a technical nature to enable a proper evaluation of any tender, which, however, would at that stage have already been declared to be basically compliant.

- (3) Any decision leading to the discarding of any tender during any stage of the process is to be given publicity at the office of the contracting authority or at the Kerzem Local Council as the case may be and the affected tenderer is to be informed of the decision within two working days of its publication.
- (4) A complaint by the affected tenderer and any person having or having had an interest in obtaining a particular public contract must reach the Review Board within ten calendar days from the date of notification of the decision, which complaint shall be communicated by the Secretary of the Review Board to the Kerzem Local Council at once. The complaint submitted to the Review Board shall be accompanied by a deposit of 0.5% of the estimated value of the tender as submitted by the tenderer, which deposit shall only be refundable if the Review Board finds in the tenderer's or other person having or having had an interest in obtaining a particular public contract's favour:

Provided that the deposit shall in no case be less than ten thousand euro (€10,000) or more than fifty-eight thousand euro (€58,000).

- (5) The review is to be effected by the Public Contracts Review Board before the next stage of the adjudication process is commenced.
- (6) The procedure to be followed by the Board when carrying out the review shall consist in a complete

and detailed re-examination of the reasons brought forward by the adjudication board of any department or contracting authority for the discarding of any particular tender.

- (7) In fulfilling this obligation the Chairman of the Review Board shall have the right to put appropriate questions to the Head of any department or contracting authority as well as the members of the respective adjudication boards and to have recourse to all pertinent documentation.
- (8) The Chairman of the Review Board shall also have the right to seek expert advice from outside the department or contracting authority involved.
- (9) The decision of the Board shall be final and binding on all parties and the award procedure shall proceed in accordance with its decision.
- (10) Any tenderer or any other person having or having had an interest in obtaining a particular public contract whose complaint under this Part is not upheld shall have the right to have recourse to the procedure for appeals as provided for in Part XIII when the offer reaches the final stage of the award procedure, that is, the opening and the publication of the financial proposals:

Provided that any rights granted to tenderers by virtue of regulation 85(6) shall also apply to appeals decided by the Review Board under this Part:

Provided further that any tenderers whose complaint have been heard in terms of sub-regulation (4) may request a substitute of the members of the Review Board when appealing in terms of sub-regulation (10).

### ***Part XIII - Appeals***

The procedure for the submission of appeals is stipulated in Part XIII of the Public Procurement Regulations (Legal Notice 296/2010), reproduced hereunder for ease of reference.

- (1) 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 or a cancellation of a call for tender, may file a notice of objection with the Review Board.

The notice shall be filed within ten calendar days following the date on which the contracting authority has by fax or other electronic means sent its proposed award decision.

The communication to each tenderer of the proposed award shall be accompanied by a summary of the relevant reasons relating to the rejection of the tender as set out in regulation 44(3), and by a precise statement of the exact standstill period.

The notice of objection shall only be valid if accompanied by a deposit equivalent to 0.75 per cent of the estimated value of the whole tender prior to publication or if the tender is divided into lots according to the estimated of the tender for each lot submitted by the tenderer, provided that in no case shall the deposit be less than one thousand and two hundred euro (€1,200) or more than fifty-eight thousand euro (€58,000). The Secretary of the Review Board shall immediately notify the Director that an objection had been filed with his authority thereby immediately suspending the award procedure. The Kercem Local Council or the contracting authority 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.

- (2)

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

- (a) any decision by the General Contracts Committee (or a Special Contracts Committee) and by a contracting authority, shall be made public at the Kercem Local Council or at the office of the contracting authority prior to the award of the contract;
- (b) the notice of objection duly filed in accordance with sub-regulation (1) shall be made public by the Review Board not later than the next working day following its filing;
- (c) 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 letter of objection. This report shall be circulated to the persons who file an objection and interested parties. After the

preparatory process is duly completed, the Head of the contracting authority 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, any motivated letter, who shall then proceed as stipulated in Part XIV;

- (d) the Director or the Head of the contracting authority shall publish a copy of the decision of the Review Board at his department or at the premises of the relevant contracting authority, as the case may be.

Copies of the decision shall be forwarded by the Secretary of the Board to the complaining tenderer, any persons who had registered or had an implied interest, the Director of Contracts and to the contracting authority concerned.

**Form 1 - Power of Attorney**

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

Signature: .....

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

Date: .....

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

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

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

Date: .....



#### 4. Literature/List of Samples

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

| Item | Description                                                                                                                         | Reference in Technical Specifications |
|------|-------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| 1.1  | Contractor to provide the information as required in the Technical Specifications for Sprinkler system (sub section 1.1 submittals) | Pg 47,48                              |
| 1.2  |                                                                                                                                     |                                       |
| 1.3  |                                                                                                                                     |                                       |
| 1.4  |                                                                                                                                     |                                       |
| 1.5  |                                                                                                                                     |                                       |
| 1.6  |                                                                                                                                     |                                       |
| 1.7  |                                                                                                                                     |                                       |
| 1.8  |                                                                                                                                     |                                       |
| 1.9  |                                                                                                                                     |                                       |

Signature: .....

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

Date: .....



**Form 5 - Overview of Tenderer's Personnel**

|          | Description                                                                   | Number |
|----------|-------------------------------------------------------------------------------|--------|
| <b>A</b> | <b>Managerial</b>                                                             |        |
|          | <ul style="list-style-type: none"> <li>• Director/s and Management</li> </ul> |        |
| <b>B</b> | <b>Administrative</b>                                                         |        |
|          | <ul style="list-style-type: none"> <li>• Administrative Staff</li> </ul>      |        |
| <b>C</b> | <b>Key Experts (list as applicable)</b>                                       |        |
|          | <ul style="list-style-type: none"> <li>• Project Manager/s</li> </ul>         |        |
|          | <ul style="list-style-type: none"> <li>•</li> </ul>                           |        |
|          | <ul style="list-style-type: none"> <li>•</li> </ul>                           |        |
|          | <ul style="list-style-type: none"> <li>•</li> </ul>                           |        |
|          | <ul style="list-style-type: none"> <li>•</li> </ul>                           |        |
| <b>D</b> | <b>Other Experts (list as applicable)</b>                                     |        |
|          | <ul style="list-style-type: none"> <li>•</li> </ul>                           |        |
|          | <ul style="list-style-type: none"> <li>•</li> </ul>                           |        |
|          | <ul style="list-style-type: none"> <li>•</li> </ul>                           |        |
|          | <ul style="list-style-type: none"> <li>•</li> </ul>                           |        |
|          | <ul style="list-style-type: none"> <li>• Other Skilled Staff</li> </ul>       |        |
|          |                                                                               |        |
|          | <b>TOTAL</b>                                                                  |        |

Signature: .....

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

Date: .....

## Personnel to be employed on this contract

Site Operatives to be employed on this contract (if relevant)

|          | Description                           | Number |
|----------|---------------------------------------|--------|
|          |                                       |        |
| <b>A</b> | <b>Site Management</b>                |        |
|          | • Site Manager/s                      |        |
|          |                                       |        |
| <b>B</b> | <b>Administrative</b>                 |        |
|          | • Administrative Staff                |        |
|          |                                       |        |
| <b>C</b> | <b>Technical (list as applicable)</b> |        |
|          | •                                     |        |
|          | •                                     |        |
|          | •                                     |        |
|          | •                                     |        |
|          | •                                     |        |
|          | •                                     |        |
|          | •                                     |        |
|          | •                                     |        |
|          | •                                     |        |
|          |                                       |        |
|          |                                       |        |
|          | <b>TOTAL</b>                          |        |

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

Date: .....

**Form 11 - Trained Personnel**

Please provide A list of trained/qualified or experienced staff capable of carrying out the works as outlined in Volume 3 - Technical Specifications.

*The evaluation committee reserves the right to ask the contractor to provide the CV's of the listed staff in order to further corroborate any statements made.*

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

Date: .....

## VOLUME 2

### VOLUME 2 SECTION 1 - DRAFT CONTRACT FORM

Financed by: ..... [Specify Source of Financing]

Project: ..... [Title and Number]

Contract Number: ..... [Contract Number]

This contract is concluded between:

Kercem Local Council

(hereinafter called “The Contracting Authority”) on behalf of [name of Contracting Authority and address] on the one part, and

[Name of Contractor]

[Address]

(hereinafter called “The Contractor”) on the other part,

Whereas the Contracting Authority is desirous that certain works should be executed by the Contractor, viz.:

**[Contract Title]**

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

**It is hereby agreed as follows:**

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

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

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

- Contract price in words:..... Euro

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

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

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

**Contracting Authority:**

**Contractor:**

Signed by:

Signed by:

.....

.....

In the capacity of:

In the capacity of:

.....

.....

Being fully authorized by and acting on behalf of

Being fully authorized by and acting on behalf of

.....

.....

Date: .....

Date: .....

## VOLUME 2 SECTION 2 - GENERAL CONDITIONS

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

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

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

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

## VOLUME 2 SECTION 3 - SPECIAL CONDITIONS

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

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

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

### Article 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 (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

Communications will be made in writing to The Executive Secretary, Kercem Local Council, Pjazza Orvieto, Kercem, Gozo, Malta either by hand/post or by email to [kercem.gozo.lc@gov.mt](mailto:kercem.gozo.lc@gov.mt) Any communication by post or by email will be considered to be acknowledged/received by the Contracting Authority once the latter confirms receipt either by post or by email.

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

The contractor shall inform the Contracting Authority & its appointed Technical Consultant about all stages of progress of the project. He shall submit to them his projected working hours and working days and shall inform them if he is planning to halt the works for any particular day and when he plans to continue the works. The Contractor shall seek prior approval from either of them for any halting of the works.

### Article 8: Supply of Documents

The contractor shall follow closely all instructions specified in the documents and drawings submitted with this tender and any other drawings provided to him by the Contracting Authority's appointed Technical Consultant during the course of the works.

## Article 14: Insurance

As per General Conditions

## Article 15: Performance Programme (Timetable)

All works are to be completed by 30<sup>th</sup> November 2014

## Article 31: Commencement Date

- 31.1 The Contracting Authority or its representative shall issue a formal order to start works.

## Article 34: Delays in Execution

- 34.1 The Contractor may be liable to a deduction of €200 per day for any delay on the project.

## Article 35: Variations and Modifications

- 35.1 The Supervisor shall make any variation to the form, quality or quantity of the works or any part thereof that may, in his opinion, be necessary for that purpose, or if for any other reason shall, in his opinion, be appropriate, he shall have the authority to instruct the Contractor to do any of the following:
- a) Increase or decrease the quantity of any work included in the contract.
  - b) Omit any such work.
  - c) Change the character or quality or kind of any such work.
  - d) Execute additional work of any kind necessary for the completion of the works.

No such variation shall in any way vary or invalidate the Contract. Provided that where the issue of an instruction to vary the works is necessitated by some default of or breach of Contract or for which he is responsible, any additional cost attributed to such default shall be borne by the Contractor.

The Contractor shall not make any such variation/s without the instruction/s of the Supervisor and/or the Contracting Authority.

The quantities shown in the bill of quantities are only indicative and may vary. The Supervisor and/or the Contracting Authority may order the described works in quantities which exceed or are less than those shown.

The Contracting authority WILL NOT be liable to pay any extra expenses incurred by the contractor in using more materials (such as extra thickness of materials) or in making extra works other than those stipulated, unless the architect in charge and the Contracting Authority have approved before or during the works the use of extra materials and the prices to be paid for these extra materials and expenses. The contractor must draw the attention of the Supervisor and/or the Contracting Authority to any extra works and materials which he may carry out BEFORE doing these works. Unless the contractor is given a clear order by the Supervisor or the Contracting Authority to carry out these works or use these extra material quantities he shall not be paid for these extra works.

## Article 37: Work Register



37.1 A work register is to be available as per Statement on Conditions of Employment.

#### **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.

43.3 Payments are to be effected within 60 days, failing which the provisions of the Late Payments Directive will come into effect.

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

44.1 N/A

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

45.2 Specify the practical arrangements for retention monies.

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

46.1 This contract does not envisage a price revision

46.2 Where prices may be revised under the contract, such revision shall take into account variations in the prices of significant local or external elements which served as a basis for the calculation of the tender price, such as manpower, services, materials and supplies, as well as charges laid down by law or regulation.

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

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

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

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

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

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

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

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

48.1 Payment to the Contractor shall be affected as follows:

Payments shall be made in interim payments as works are certified by the Architect in charge.

#### **Article 66: Dispute Settlement by Litigation**

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

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

#### **Article 71: Further Additional Clauses**

Add other clauses approved by the competent Commission/departments.

## VOLUME 2 SECTION 4 - SPECIMEN PERFORMANCE GUARANTEE

(LETTERHEAD OF THE REGISTERED FINANCIAL INSTITUTION PROVIDING THE GUARANTEE)

Kercem Local Council

[Date]

Dear Sir,

Our Guarantee Number ..... for €.....

Account: [Account Holder's Name]

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

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

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

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

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

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

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

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

Yours Faithfully,

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

# VOLUME 3 - TECHNICAL SPECIFICATIONS

## *Part 1 - To be specified by the Contracting Authority in the tender document*

### **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.

## **TECHNICAL SPECIFICATIONS:**

### **NOTE:**

ALL THE BRITISH STANDARDS OR ANY OTHER STANDARDS QUOTED IN THE SPECIFICATIONS MAY BE REPLACED BY THEIR EQUIVALENT EUROPEAN STANDARD.

## **TREES**

The trees shall have been in a pot for a period of two years prior to shipping to site, that is, not a root ball (zola). An adequate planting mix, which includes organic material, shall have been used for the pot.

The trees shall be H staked and secured with strong rubber ties or bands for a period of at least two years after planting.

## **SHRUBS**

Shrubs shall have been in a pot for a period of two years prior to bringing to site. An adequate planting mix, which includes organic material, shall have been used for the pot.

## **PLANTS**

Seasonal plants must have an established root ball and in flower.

## **WATERING**

Watering and supply of water after planting and for the duration of the maintenance period, will be responsibility of the contractor. Watering must be carried out as and when required so that the plants and turf are kept in an optimal condition.

## **SOIL CHARACTERISTICS**

Additional soil should consist of good quality vegetable soil.

Sandy loam soil'. 60 to70 % sand / 30 to 40% clay / 5 to 10 % organic matter, soil composition with 6.5pH.

The soil characteristics shall consist of a fertile, friable soil, free of subsoil, stumps, refuse and other foreign materials. The soil should be free of roots, hard dirt, coarse sand, noxious weed seeds, sticks, brush and other litter.

Organic matter content of the soil can be augmented with good quality moss compost.

## **HANDLING**

The soil should be lifted using a crane and distributed manually to the specified areas.

## **SETTING OUT**

Contractor is to carry out proper setting out of the soil profile, subject to the approval of architect. The soil depth should not be less than 150mm.

## **COMPOST**

Good quality moss compost is to be used. Organic matter content must be derived from the processing and/or re-use of waste (as defined in Council Directive 2006/12 /EC of 5 April 2006 on waste and its Annex I).

Bidders must provide the composition of the product, the origin of organic matter and a declaration of compliance with the above requirements. Products carrying the EU Ecolabel will be deemed to comply. Other appropriate means of proof, such as a technical dossier of the manufacturer or a test report of an independent body, will also be accepted.

## **SUPPLY OF GROUND TILES PERMITTING GRASS GROWTH**

Visible Surface Colour once installed: grey, brown, or green.

Surface voids: Minimum 30%

Tile Thickness: Maximum 100 mm

Surface Load Capacity: Minimum 5kPA

## **NATURAL SEEDED TURF IN GROUND TILES PERMITTING GRASS GROWTH**

Natural seeded turf in concrete grass blocks is to be seeded in a smooth and uniform manner on soil leveled as directed by Contracting Authority Officer in charge of works. An even and uniform finish is expected throughout the works.

Tall fescue, *Festuca arundinacea*, class of turf is to be used.

The turf must be capable of withstanding human traffic. Tenderers must take into consideration the sun/shade characteristics of the area. They must also note that part of the site is sloped and the turf shall follow this same gradient as per plans.

## **PINE BARK WOOD MULCH**

Addition of Pine Bark wood mulch should be from properly stock piled good quality mulch and not fresh, free from noxious weeds, insects and diseases. An even layer must be spread around existing and newly planted shrubs up to a total depth of not more than 75mm. Particle size should be in the range of 20-40mm.

## Environmental Considerations

### General constituents

The product shall not contain the following substances:

Peat<sup>1</sup>

Sewage sludge

Organic matter content must be derived from the processing and/or re-use of waste (as defined in Council Directive 2006/12 /EC of 5 April 2006 on waste and its Annex I).

(Non-sewage) sludges are allowed only if they are identified as one of the following wastes according to the European list of wastes (as defined by Commission Decision 2001/11 8/EC of 16 January 2001 amending Decision 2000/532/EC as regards the list of wastes and when these have not been mixed with effluents or sludge outside the specific production process):

020305 sludges from on-site effluent treatment in the preparation and processing of fruit, vegetables, cereals, edible oils, cocoa, coffee, tea and tobacco; conserve production; yeast and yeast extract production, molasses preparation and fermentation.

020403 sludges from on-site effluent treatment in sugar processing.

020502 sludges from on-site effluent treatment in dairy products industry.

020603 sludges from on-site effluent treatment in baking and confectionery industry

020705 sludges from on-site effluent treatment in the production of alcoholic and nonalcoholic beverages (except coffee, tea and cocoa).

Maximum concentrations of heavy metals in the waste before treatment (mg/kg dry weight) must meet the requirements of the next criterion on hazardous substances.

Verification: Bidders must provide the detailed composition of the product, the origin of organic matter and a declaration of compliance with the above requirements. Products carrying the EU Ecolabel will be deemed to comply. Other appropriate means of proof, such as a technical dossier of the manufacturer or a test report of an independent body, will also be accepted.

### Hazardous substances

In the final product, the content of the following elements shall be lower than the values shown below, measured in terms of dry weight:

Element - mg/kg (dry weight)

1 Peat is an accumulation of partially decayed vegetal matter which is somewhere between biomass and coal.

Peat forms when plant material, usually in marshy areas (or wetlands), is inhibited from decaying fully by acidic conditions. Even though it has a biological origin, its slow regeneration rate (about a millimetre per year) makes it considered almost non-renewable.

Zn - 300 Cr - 100 Cd - 1 Mo (\*) - 2

Cu - 100 Pb - 100 As (\*) - 10 Se (\*) - 1.5

Ni - 50 Hg - 1 F (\*) - 200

(\*)Data relating to the presence of these elements are needed only for products containing material from industrial processes.

Verification ; Bidders must provide the relevant test reports (EN 13650, ISO 16772 or equivalent) demonstrating that the above criterion is met. Products carrying the EU Ecolabel will be deemed to comply. Other appropriate means of proof, such as a technical dossier of the manufacturer or a test report of an independent body, will also be accepted

# TECHNICAL SPECIFICATIONS FOR IRRIGATION SYSTEM

## 1.0 Technical Specifications for Irrigation System

### 1.1 Submittals

Prior to acceptance of the proposed system and equipment, the Contractor shall submit together with his quotation a description of the equipment and its components as offered together with all relevant manufacturer's catalogues, illustrations and diagrams. All relevant technical and descriptive literature shall be in English. Literature shall be supplied for the following:

- Solenoid valves,
- Pressure regulating valves,
- Shut off valves,
- Distribution pipe work,
- Valve chambers,
- Drippers,
- Pop up sprinklers.

All equipment and installation shall be guaranteed for a minimum period of 24 months against faulty workmanship and materials. If during this period any parts or equipment have to be changed, the guarantee on that part shall be renewed for another year from date of replacement.

### 1.2 Scope of Work

The work consists of an irrigation system and a pop up sprinkler system supplied by a submersible pump controlled by a programmable irrigation controller. The pop up sprinkler system shall be used to irrigate the lawn in a specific area of the garden as shown on the drawings.

## MATERIALS

### 1.3 Saddles

Saddles or other suitable types of fittings shall be used to branch off the main pipe to the pop up or drip irrigation pipe runs.

### 1.4 Distribution Pipes

Pipes shall be polyethylene and shall be available in coil form. They shall be of the low density type withstanding a pressure of at least 6 bar (PN6). These shall be to UNI 7990-7991. They shall be run run beneath the soil or paving as shown on the drawing. Buried pipes shall be laid at a depth of at least 600mm.

### 1.5 Drip Pipes

The drip pipes shall be manufactured from a low density polyethylene material and shall be flexible, highly resistant to mechanical damage, to fertilizers and agrochemicals. These shall be manufactured as one piece without any assembly and the internal structure shall be welded to the inner wall of the tube during extrusion. Drip pipes shall also be available in coil form.

The drip section shall not be detached during use by water and/or mechanical pressure. The dripper design shall include a labyrinth structure which shall ensure a turbulent flow which shall also be self cleaning. The design shall also minimise pressure drop.

### 1.6 Solenoid Valves

Solenoid valves shall be to the following specifications:

- Connections shall be female at both ends.
- Valves shall be capable of flow control.
- Globe configuration.
- Heavy duty, corrosion and UV resistant construction.
- Rubber thermoplastic Diaphragm.
- Manual internal bleed.
- Slow closing design with plowpath designed to minimise pressure loss.
- Working pressure from at least 1.3 bar to at least 8 bar.
- Valve shall operate on a low voltage AC source.

### **1.7 Manually Operated Control Valves**

These shall be made of plastic and shall be fully compatible with the system pipes being offered. They shall be of the lever action type. Closing action may either be provided by a ball or a flap. Valve diameters shall be the same as the pipes on which they are installed.

### **1.8 Electrical Supply**

All equipment shall operate on a 230 V, 50 Hz power supply. This shall be made available near the pumps where an appropriately rated single phase main switch shall be prepared. All required electrical power shall be taken from this point. All necessary electrical works connected with the pump and irrigation equipment shall be carried out by the contractor including any chasing and provision of conduit, cables etc. as necessary.

### **1.9 Pressure Regulators**

The pressure regulators shall be designed to provide the necessary pressure control and a constant outlet pressure for the pop up sprinklers to operate as used in their designed configuration. Pressure regulators shall operate at flows ranging from 0.45cu.m./hr. to at least 5 cu.m./hr. They shall withstand an inlet pressure of between 1.5 and 6 bar.

### **1.10 Valve/Controller Chambers**

Chambers shall be provided by the contractor. These shall be made of heavy duty plastic or any other suitable material which is non corrodable. The chambers shall provide easy access for maintenance and shall have a neat finish. Technical and descriptive literature shall be provided with the offer. All valves and controller shall be located in chambers appropriately designed for such a purpose and finished flush with the floor.

### **1.11 Pop up Sprinklers**

The spray head shall be complete with shrub adapter and shall include a factory-installed Variable Arc Nozzle. The flow shall consist of large, uniform water droplets which will not mist and shall provide good coverage in windy conditions. Nozzles shall be side opening and protected against ingress from dust and debris. The nozzles shall provide an evenly distributed pattern to be suitable for turf watering.

Spray heads shall be made from a one-piece molded body. They shall include a wiper seal to clean debris from the stem and reduce water flow by during pop-up. A heavy duty stainless steel retract spring shall be included for positive pop-down. Each head shall have a flow and throw adjustment screw. Nozzles shall be color coded for radius identification. All parts which are located above ground shall be UV treated. Shrub adapter shall be made of heavy-duty ABS.

Inlet shall be ½" female NPT threads. Sprinklers shall have a precipitation rate of between 35 and 55 mm/hr. Working pressure shall be 1.5 to 3 bars.



## **1.12 Quick Coupling Valve.**

1.15.1 These shall permit easy access to the water supply for manual use in the case of selected irrigation or washing of the surrounding areas. The valve shall consist of a housing which shall be connected to the supply main and this shall have an integrated automatically closed valve. This fitting shall be made of impact resistant plastic with UV inhibitors. All parts coming into contact with water shall be made of stainless steel or plastic. The housing shall have a snap closed cover to keep out debris and other material.

1.15.2 Connection to the main pipe shall be  $\frac{3}{4}$ " threaded. Water shall be accessed through a key or short length of pipe which connects to the main valve body in a 'turn and lock' way. This shall also have a threaded end and shall be long enough to protrude well above the valve housing. The valve shall withstand an operating pressure of at least 6 bars.

## **1.13 Inline Filters**

Each individual irrigation ring main supply pipe shall be equipped with an inline water filter. This shall have a plastic body and made of non corrodible parts. It shall be sized to fit the pipe onto which it is installed. It shall be so constructed that the filter itself may be removed from the housing without disconnecting the filter body. Isolating valves shall be installed before and after the filter to allow for cleaning, maintenance and filter replacement.

## **INSTALLATION**

### **1.14 Workmanship**

Except where otherwise stated, workmanship shall comply with British Standard Codes of Practice, where applicable. A high standard shall be maintained throughout the installations. The contractor shall ensure that the standard of finish demanded by this contract is achieved. Branded materials shall be assembled, constructed and joined in accordance with the manufacturer's instructions and recommendations.

### **1.15 Pipes**

Pipes shall be run in trenches prepared by others. Trenches shall be run beneath the paving and the pipes shall be laid at a depth of at least 600mm. Each different ring main shall be color coded. It shall be up to the contractor to decide whether to mark the pipe with appropriate different colored paint or identification tape. If paint is used this shall be compatible with the pipe material and shall not react chemically or in any way damage the pipe material.

### **1.16 Valves**

Surface installed valves shall be located in valve boxes. These valves shall also be color coded to match the pipe circuits.

## **TESTING AND COMMISSIONING**

### **1.17 General**

1.17.1 All the works provided as part of the contract shall be inspected and commissioned in accordance with the relevant British Standard Specifications and Codes of Practice to the satisfaction of the Engineer.

1.17.2 All installations shall be inspected and tested in sections as the work proceeds and on completion as complete systems and it shall be noted that the Engineer may require inspecting or testing any equipment during installation. All tests shall be arranged in co-operation with the

Engineer and he shall be given prior notice of the time, location and nature of the test. No test shall be considered valid unless the Engineer is present.

1.17.3 Any defects occurring at any time during the test duration shall be made good and a complete re-test shall be carried out, all at no cost to the contract. Where failure during a test, inspection or commissioning process results in damage to the building fabric and/or services not provided as part of this contract, or requires subsequent builders' work then these items are to be made good at no extra cost to the contract.

1.17.4 No section of the works shall be in any way concealed prior to testing and inspection and subsequent concealment where applicable shall only take place following written authority from the Engineer.

### **1.18 Commissioning**

All systems shall be filled with the working fluid, vented as necessary, and brought to operating conditions and the flows then regulated to the design values. Following regulation and balancing procedures all plant and systems shall be put into operation and examined to ensure that the installations are operating correctly.

### **1.19 Record Drawings**

1.19.1 The Contractor shall provide drawings to the scales not less than those used for tendering purposes. These shall show plans and such sections as the Engineer may consider necessary.

The final copies shall consist of a hard copy of each drawing plus a set of drawings in electronic format. The final copies of the 'As fitted' drawings shall be submitted to the Engineer within three weeks of the date of handing over of the installation.

## Part 2 –The Contractor’s Technical Offer

## VOLUME 4 - FINANCIAL BID

### Bill Preliminaries

The Tenderer is to allow for the cost of complying with the Conditions of Contract. If any item in the following list of preliminary items is left unpriced, then it shall be deemed that the Contractor is taking provision for the price of the item in the rest of the rates.

Tenderers must quote the price for each individual item as per Bills of Quantities. Prices shall include Customs Duty, Levies, VAT, ECO Contribution (if applicable) and all other charges and taxes as applicable at the current period of the publication and closing date of tender.

The cited rates shall be deemed to be inclusive of the supply of all materials described hereunder, other materials which may be accidentally necessary to the nature of the works, transport to site, hoisting to location and labour. Rates shall also include for any double handling of materials which may be required. Furthermore, rates shall allow for the cleaning of the site and surroundings, at all times, inclusive of carting away of debris on a daily basis. The rates shall also be inclusive of any dumping charges that the Contractor might be required to pay in order to dispose of any unwanted materials.

The rates shall include for all preparatory work including erection and dismantling of scaffolding, temporary props, plant, machinery such as crainage and tools, both mechanical and manual, insurances, establishment fees, police permits, etc.

Rates are to include any temporary works necessary to enable access to site and reinstatement of same. Rates shall also allow for furnishing, installing and maintaining suitable barriers and fences to protect the work, existing facilities and construction operations and to remove same when no longer required or on completion of works. Barriers and fences shall be structurally adequate for the required purpose and shall comply fully with local laws and regulations. Warning lights shall be provided as necessary on fences and barriers all around the site of works.

The contractor shall make provisions for the guarding of the site, as necessary, to guard all utilities, plants, equipment, material, etc delivered on site and to ensure that all barriers, light fixtures, signage, etc are in their proper place. The contractor shall also be responsible to guard all work carried out under this contract. Such provisions shall remain in operation until handing over of the works.

Rates shall include for working beyond normal working hours and on weekends. Works may also be required to continue in all types of weather in so far as the works being carried out may, by their nature, require or permit for their proper execution.

Tenderers are requested to inspect works and to check the site conditions which are likely to affect the progress of their work. No claims arising out of failure of the Contractor in understanding the nature of the works shall be considered following the award of the contract.

The cited quantities are to be considered as provisional and may be changed according to site requirements. All works carried out shall be measured in accordance with accepted measurement practice.

The contractor shall ensure that site works are properly conducted so as to create the least possible obstruction to third parties and their activities. Care is to be taken during works to minimise disturbance to the neighboring buildings and to protect existing services and finishes. Care shall also be taken to minimize disturbance to third party property.

In case of damage to items in previous section above, the contractor is to make good for all such damage immediately. In case of failure to do so, the client will commission the required repairs and back charge the contractor for the costs.

### GROUND TILES PERMITTING GRASS GROWTH

Rate is to include for working in the required curves, according to both the horizontal layout and the vertical levels. Horizontal and Vertical surfaces are to be smooth and continuous throughout, and free from any uneven curves, dents, or humps, and appropriate and safe to be used as public pedestrian areas.

Rate is to include for any wastage due to cutting to achieve the required shape.

## **IMPLEMENTATION**

All the works described in this tender are to be completed by end of November 2014

## **MAINTENANCE**

This tender covers a maintenance service from the completion date (30<sup>th</sup> November 2014) till the end of December 2014 for the maintenance and upkeep of the turfed grass blocks as well as the whole of the garden as illustrated in the attached plan, which service must guarantee that all the turf, shrubbery, trees and vegetation, is kept in an optimal condition throughout the maintenance period.

The maintenance service may be extended at the request of the Contracting Authority for a further period of three months at the same rate quoted in the BOQ.

If in the course of the maintenance period, it is required to replace parts of the turfed grass blocks or any other vegetation, this will be done at contractor's cost, and all costs must be covered in rate quoted here.

Quoted rate is a fixed price for the whole duration of the maintenance period.

For the purposes of this tender, the rates are deemed to allow:

- (a) for the supply of samples and technical literature as may be requested by the architect/Engineer in charge of works.
- (b) for the carrying out of all surveys, setting out of works and levels. The markings shall be of the necessary quality and quantity as may be required by the architect/Engineer in charge of works.
- (c) for the costs to prepare and run a Safety Programme, inclusive of a Safety Risk Assessment, as required by law.

The Contractor shall be responsible for taking detailed measurements on site.

## ***I. Preamble***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

|                 |       |                   |
|-----------------|-------|-------------------|
| mm              | means | millimetre        |
| m               | means | metre             |
| mm <sup>2</sup> | means | square millimetre |
| m <sup>2</sup>  | means | square metre      |
| m <sup>3</sup>  | means | cubic metre       |
| kg              | means | kilogram          |

|      |       |                  |
|------|-------|------------------|
| to   | means | tonne (1000 kg)  |
| pcs  | means | pieces           |
| h    | means | hour             |
| L.s. | means | Lump sum         |
| km   | means | kilometre        |
| l    | means | litre            |
| %    | means | per cent         |
| N.d  | means | nominal diameter |
| m/m  | means | man-month        |
| m/d  | means | man-day          |

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

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

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

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

## ***III. Pricing***

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

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

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

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

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

Errors will be corrected as follows:

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

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

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

# Bill of quantities:

To supply and carry out Landscaping works and supply and plant and maintain as per Technical Specifications and Bill of Quantities in the Locations indicated in Drawings 1/4, 2/4, 3/4, 4/4.

| Item No. | Item Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Unit           | Qty    | Rate € (inc. VAT) | Total € (inc. VAT) |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|--------|-------------------|--------------------|
| <b>1</b> | <b>Soft Landscaping</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                |        |                   |                    |
| 1.1.1    | Soil                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                |        |                   |                    |
|          | Levelling of existing soil and carting away of any excess material. Removal of large stones and ploughing to break down plough-pans and large soil clumps. (Drawing 1/4)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | m <sup>3</sup> | 60.00  |                   |                    |
| 1.1.2    | Soil                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                |        |                   |                    |
|          | Supply and placing/leveling of good quality soil to an even layer as to be indicated onsite. The soil is to be sandy loam soil. Additional top soil depth should not be less than 300mm. Addition of good quality compost is permitted in order to improve the organic matter content. All material should be lifted using a crane and distributed manually to the specified areas as marked on plan (Drawing 1/4).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | m <sup>2</sup> | 610.00 |                   |                    |
| 1.2      | Pine Bark Wood mulch                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                |        |                   |                    |
|          | Supply and delivery of good quality Pine bark wood mulch. Addition of an even layer spread around newly planted shrubs in areas marked on plan (Drawing 2/4) up to a total depth of not more than 75mm. Particle size should be in the range of 20-40mm.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | m <sup>2</sup> | 102.00 |                   |                    |
| 1.3      | Ground tiles permitting grass growth                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                |        |                   |                    |
|          | <p>To supply and deliver ground tiles, as per technical specifications, specifically designed to permit the growth of grass within the tiled area. The tile must be non-corrodible when placed in agricultural soil environments. The design of the tile must allow for cutting of the individual tiles to fit the layout indicated in the attached plan (Drawing 3/4).</p> <p>To lay onsite, to the gradient and level as indicated by the architect in charge, the above ground tiles, including supply and lay the required soil beneath, between and into the tiles. The soil is to be sandy loam soil. Additional top soil depth should not be less than 100mm. Addition of good quality compost is permitted in order to improve the organic matter content. All material should be lifted using a crane and distributed manually to the specified areas as marked on plan (Drawing 3/4).</p> | m <sup>2</sup> | 82.00  |                   |                    |



|     |                                                                                                                                         |                |       |  |  |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------|----------------|-------|--|--|
| 1.4 | Turf in ground tiles permitting grass growth                                                                                            |                |       |  |  |
|     | Supply and installation of seeded turf including preparatory works for proper installation to an even and uniform finish. (Drawing 3/4) | m <sup>2</sup> | 82.00 |  |  |

| 1.5                                                                                                                                   | To supply and plant as per Technical Specifications and Bill of Quantities in the Locations indicated in Drawing 4/4 the following: |                        |                  |                          |           |                   |                    |
|---------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|------------------------|------------------|--------------------------|-----------|-------------------|--------------------|
|                                                                                                                                       | Pot Diameter (cm)                                                                                                                   | Clear Trunk Height (m) | Total Height (m) | Trunk Circumference (cm) | QTY/ Unit | Rate € (inc. VAT) | Total € (inc. VAT) |
| <b>Trees</b>                                                                                                                          |                                                                                                                                     |                        |                  |                          |           |                   |                    |
| Amygdalus communis                                                                                                                    | 24-30                                                                                                                               | -                      | 2                | 8-10cm                   | 6         |                   |                    |
| Olea europea                                                                                                                          | 35-60                                                                                                                               | 2                      | -                | 18-20cm                  | 7         |                   |                    |
| Ceratonia siliqua                                                                                                                     | 35-42                                                                                                                               | -                      | 2                | -                        | 3         |                   |                    |
| Pinus halepensis                                                                                                                      | 35-42                                                                                                                               | -                      | 2                | -                        | 1         |                   |                    |
| Citrus aurantium                                                                                                                      | 35-60                                                                                                                               | 2                      | -                | 16-18cm                  | 3         |                   |                    |
| Cupressus sempervirens pyramidalis                                                                                                    | 30-42                                                                                                                               | -                      | 2.5-3            | -                        | 10        |                   |                    |
| <b>Trees (Pot 24-60cm)</b> including supply, delivery, planting and staking. Addition of base dressing fertiliser and first watering. |                                                                                                                                     |                        |                  |                          |           |                   |                    |
| <b>Small trees</b>                                                                                                                    |                                                                                                                                     |                        |                  |                          |           |                   |                    |
| Tetraclinis articulata                                                                                                                | 24-30                                                                                                                               | -                      | 1-1.5            | -                        | 6         |                   |                    |
| Laurus nobilis                                                                                                                        | 24-30                                                                                                                               | -                      | 1.5-2            | -                        | 6         |                   |                    |
| Pistacia lentiscus                                                                                                                    | 24-30                                                                                                                               | -                      | 1-1.5            | -                        | 13        |                   |                    |
| <b>Small trees (Pot 24-30cm)</b> including supply, delivery and planting. Addition of base dressing fertiliser and first watering.    |                                                                                                                                     |                        |                  |                          |           |                   |                    |
| <b>Shrubs</b>                                                                                                                         |                                                                                                                                     |                        |                  |                          |           |                   |                    |
| Vitex agnus-castus                                                                                                                    | 24-30                                                                                                                               | -                      | 1                | -                        | 5         |                   |                    |
| Sambucus nigra                                                                                                                        | 24-30                                                                                                                               | -                      | 1                | -                        | 6         |                   |                    |
| Helichrysum melitense                                                                                                                 | 18                                                                                                                                  | -                      | 0.3              | -                        | 50        |                   |                    |
| Aloe vera                                                                                                                             | 18-24                                                                                                                               | -                      | 0.3              | -                        | 38        |                   |                    |
| Lavandula                                                                                                                             | 18                                                                                                                                  | -                      | 0.3              | -                        | 56        |                   |                    |

|                                                                                                                                    |       |   |        |   |     |  |  |
|------------------------------------------------------------------------------------------------------------------------------------|-------|---|--------|---|-----|--|--|
| Rosmarinus officinalis                                                                                                             | 18    | - | 0.3    | - | 50  |  |  |
| Capparis orientalis                                                                                                                | 18    | - | 0.2    | - | 12  |  |  |
| Salvia officinalis                                                                                                                 | 18    | - | 0.3    | - | 50  |  |  |
| <b>Shrubs (Pot 18-30cm)</b> including supply, delivery and planting. Addition of base dressing fertiliser and first watering.      |       |   |        |   |     |  |  |
| <b>Hedges</b>                                                                                                                      |       |   |        |   |     |  |  |
| Myrtus communis                                                                                                                    | 18-24 | - | 0.75-1 | - | 30  |  |  |
| <b>Hedges (Pot 18-24cm)</b> including supply, delivery and planting. Addition of base dressing fertiliser and first watering.      |       |   |        |   |     |  |  |
| <b>Seasonal Plants</b>                                                                                                             |       |   |        |   |     |  |  |
| Seasonals for Flowerbed A                                                                                                          | 11-13 | - | 0.15   | - | 660 |  |  |
| Seasonals for Flowerbed B                                                                                                          | 11-13 | - | 0.15   | - | 580 |  |  |
| Seasonals for Flowerbed C                                                                                                          | 11-13 | - | 0.15   | - | 160 |  |  |
| <b>Seasonal plants (11-13cm)</b> including supply, delivery and planting. Addition of base dressing fertiliser and first watering. |       |   |        |   |     |  |  |
|                                                                                                                                    |       |   |        |   |     |  |  |
| <b>Total Sum of Soft Landscaping</b>                                                                                               |       |   |        |   |     |  |  |

| Item No. | Item Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Unit  | Qty | Rate € (inc. VAT) | Total € (inc. VAT) |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----|-------------------|--------------------|
| <b>2</b> | <b>Water supply</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |       |     |                   |                    |
|          | Supply of good quality irrigation water for the whole maintenance period for watering of all plants as and when required so that the plants and turf are kept in an optimal condition.                                                                                                                                                                                                                                                                                                                           | Month | 1   |                   |                    |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |       |     |                   |                    |
| <b>3</b> | <b>Maintenance</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |       |     |                   |                    |
|          | Maintenance and upkeep of the installed natural carpet turf as well as the whole of the garden as illustrated in the attached plan (Drawing 4/4), which service must guarantee that all the turf, shrubbery, trees and vegetation is kept in an optimal condition throughout the maintenance period. Rate to include the replacement of parts of the seeded turf in grass blocks or any other vegetation as required, this will be done at contractor's cost, and all costs must be covered in rate quoted here. | Month | 1   |                   |                    |

| 4                                                                               | Irrigation system - Gnien Il-Familja, Kercem, Gozo                                                                   |      |      |                   |                    |
|---------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|------|------|-------------------|--------------------|
| Item No.                                                                        | Item Description                                                                                                     | Qty  | Unit | Rate € (inc. VAT) | Total € (inc. VAT) |
| <b>Irrigation System</b>                                                        |                                                                                                                      |      |      |                   |                    |
| <b>Plant Room Equipment</b>                                                     |                                                                                                                      |      |      |                   |                    |
| <b>Supply, deliver to site, install and connect the following as specified:</b> |                                                                                                                      |      |      |                   |                    |
| 4.01                                                                            | 40mm diameter solenoid valve. (grass blocks area)                                                                    | 1    | No.  |                   |                    |
| 4.02                                                                            | 40mm diameter valve. (grass blocks area)                                                                             | 1    | No.  |                   |                    |
| 4.03                                                                            | 40mm pressure regulating valve. (grass blocks area)                                                                  | 1    | No.  |                   |                    |
| 4.04                                                                            | 25mm diameter valve. (grass blocks area)                                                                             | 3    | No.  |                   |                    |
| <b>Distribution Pipework and Equipment</b>                                      |                                                                                                                      |      |      |                   |                    |
| <b>Supply, deliver to site, install and connect the following as specified:</b> |                                                                                                                      |      |      |                   |                    |
| 4.05                                                                            | 40mm diameter PN6 polyethylene pipe as specified including ground trenching works and concrete surround as required. | 80   | m    |                   |                    |
| 4.06                                                                            | 32mm diameter PN6 polyethylene pipe as specified including ground trenching works and concrete surround as required. | 26   | m    |                   |                    |
| 4.07                                                                            | 25mm diameter PN6 polyethylene pipe as specified including ground trenching works and concrete surround as required. | 95   | m    |                   |                    |
| 4.08                                                                            | Valve chambers as specified.                                                                                         | 4    | No.  |                   |                    |
| 4.09                                                                            | 32mm diameter valves in valve chambers.                                                                              | 2    | No.  |                   |                    |
| 4.10                                                                            | 25mm diameter valves in valve chambers.                                                                              | 3    | No.  |                   |                    |
| 4.11                                                                            | 25mm diameter quick coupling valves.                                                                                 | 3    | No.  |                   |                    |
| <b>Dripper System</b>                                                           |                                                                                                                      |      |      |                   |                    |
| <b>Supply, deliver to site, install and connect the following as specified:</b> |                                                                                                                      |      |      |                   |                    |
| 4.12                                                                            | Variable flow type drippers with a flow adjustment 0 to 60 liters per hour.                                          | 185  | No.  |                   |                    |
| 4.13                                                                            | 16mm diameter PN6 polyethene pipe laid on top soil for drippers.                                                     | 150  | m    |                   |                    |
| 4.14                                                                            | 16mm diameter in line tubing laid on top soil.                                                                       | 300  | m    |                   |                    |
| <b>Pop-up Sprinklers</b>                                                        |                                                                                                                      |      |      |                   |                    |
| 4.15                                                                            | Pop-up sprinkler - half circle pattern                                                                               | 12   | No.  |                   |                    |
| <b>Finishing, Commissioning and Documentation</b>                               |                                                                                                                      |      |      |                   |                    |
| 4.16                                                                            | Test and commission the irrigation and sprinkler system.                                                             | Lump | Sum  | n/a               |                    |
| 4.17                                                                            | Provide 'As fitted drawings' in the form of three sets of prints and one copy on CD-ROM.                             | Lump | Sum  | n/a               |                    |
| <b>Total Sum of Irrigation System Services</b>                                  |                                                                                                                      |      |      |                   |                    |

# Summary

| Bill | Description        | Amount including Taxes, Other Duties & Discounts EUR |
|------|--------------------|------------------------------------------------------|
| 1    | Soft Landscaping   |                                                      |
| 2    | Water supply       |                                                      |
| 3    | Maintenance        |                                                      |
| 4    | Irrigation system  |                                                      |
|      | <b>GRAND TOTAL</b> |                                                      |

# VOLUME 5 – DRAWINGS

Design Documents, including Drawings

## Section 5.1

### *List of drawings attached*

| No  | Name        | Drawing No  | Design No |
|-----|-------------|-------------|-----------|
| 1.  | Drawing 1/4 | Drawing 1/4 |           |
| 2.  | Drawing 2/4 | Drawing 2/4 |           |
| 3.  | Drawing 3/4 | Drawing 3/4 |           |
| 4.  | Drawing 4/4 | Drawing 4/4 |           |
| 5.  | 1075/01     | 1075/01     |           |
| 6.  |             |             |           |
| 7.  |             |             |           |
| 8.  |             |             |           |
| 9.  |             |             |           |
| 10. |             |             |           |
| 11. |             |             |           |
| 12. |             |             |           |
| 13. |             |             |           |
| 14. |             |             |           |
| 15. |             |             |           |