



Reference number:  
TM 010/2021

**WORKS**  
**TENDER FOR THE MAINTENANCE, TRANSPORT,**  
**INSTALLATION, DISMANTLING AND TRANSPORT BACK TO**  
**STORES OF THE COMINO PIER FOR THE SUMMER**  
**SEASONS 2021/2022/2023,**  
**PLUS, THE SUPPLY OF REPLACEMENT IROKO WOOD**

This project is being financed through local budget funds.

Important: No Bid Bond is applicable.

Date Published: 11<sup>th</sup> March 2021

Deadline for Submission: 8<sup>th</sup> April 2021 at 09:30am  
CET/CEST

Tender Opening: 8<sup>th</sup> April 2021 at 10:00am  
CET/CEST

**AUTHORITY FOR TRANSPORT IN MALTA**

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to the Works, or any part thereof, or materials or Plant for incorporation therein, for which the Contractor is responsible for the care thereof, from any cause whatsoever, including but not limited to loss and/or damage arising from weather or sea conditions, the Contractor shall, at his own cost, rectify such loss or damage so that the Works conform in every respect with the provisions of the Contract to the satisfaction of the Supervisor. The Contractor shall also be liable for any loss or damage to the Works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations under Articles 58 and 59. The Contractor shall ensure that the provisions of Article 11.7 of the General Conditions apply to any of his subcontractors, agents or servants. .... 10

The Contractor shall draw up and submit for the Supervisor’s approval all information and documentation as is specified in the Technical Specifications and any other information and documentation as otherwise instructed by the Supervisor within the time frame requested. .... 10

The Contractor shall be responsible for any operation of, and any loss and/or consequence due to, the forces of nature against which a contractor could reasonably have been expected to take effective and timely precautions. .... 10

The Contractor shall remain responsible at all times for the consequences of spillages of oil, fuel, waste water, materials or debris or any other event, caused by the Contractor by any act, omission or through negligence, resulting in Environmental Impact as stipulated under Maltese Law. This shall include but not limited to payment of any fines imposed by the Regulatory Authorities and the Contractor shall indemnify and hold harmless the Contracting Authority against and from all costs, liabilities and expenses incurred in respect of any claim, action or proceedings. .... 10

Furthermore, particular measures shall be taken by the contractor to control air pollution (dust), general cleanliness particularly approach roads and adjacent port operational areas and fishers’ area, restaurants areas and the prevention of discharge into the sea. .... 10

The Contractor shall make good, compensate and/or pay fines in relation to any damage or loss resulting from his works, actions, operations or those of his subcontractors or agents as directed by the Supervisor or Competent Authority. .... 10

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## SECTION 1 - INSTRUCTIONS TO TENDERERS

### 1. General Instructions

- 1.1 The subject of this tender is the maintenance, transport, installation, dismantling and transport back to stores of the comino pier for the summer seasons 2021/2022/2023, plus the supply of iroko wood to replace damaged ones.
- 1.2 The place of acceptance of the works shall be Blue Lagoon, Comino, the time-limits for the execution of the contract shall be first week of May (For the installation on site, and second week of November (for the removal and transport back to Marsa), of each year, and the INCOTERM<sup>2020</sup> applicable shall be Delivery Duty Paid (DDP). **The Authority reserves the right to change these deadlines by two weeks before and/or after the mentioned dates at no extra cost.**
- 1.3 The Estimated Procurement Value for this Call for Tenders has been based on comprehensive research including appropriate financial analysis. In the context of this procurement, the Estimated Procurement Value, based on market research, is that of €64,200.00 excluding VAT.

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

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

### 2. Timetable

The timetable is as follows and as per the dates set through the CfT workspace on the ePPS.

	DATE	TIME*
Clarification Meeting/Site Visit	16 <sup>th</sup> March 2021	1000hrs
Deadline for request for any additional information from the Contracting Authority.  Clarifications by registered users to be sent online through <a href="http://www.etenders.gov.mt">www.etenders.gov.mt</a>	26 <sup>th</sup> March 2021	0930hrs
Last date on which additional information can be issued by the Contracting Authority	30 <sup>th</sup> March 2021	0930hrs
Deadline for Submission of Tenders (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)	8 <sup>th</sup> April 2021	0930hrs
Tender Opening Session (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)	8 <sup>th</sup> April 2021	1000hrs

\* All times Central European Time (CET)/Central European Summer Time (CEST) as applicable

### 3. Lots

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

#### **4. Clarification Meeting/Site Visit**

- 4.1 A clarification meeting/site visit will be held on 16<sup>th</sup> March 2021 at 1000hrs, at Flagstone wharf, Menqa, Marsa to answer any questions on the tender document which have been forwarded in writing or are raised during the same meeting. Minutes will be taken during the meeting, and these (together with any clarifications in response to written requests which are not addressed during the meeting) shall be posted online as a clarification note as per Clause 6.1 of the General Rules Governing Tendering.

Meetings between economic operators and the Contracting Authority, other than that provided in this clause during the tendering period are not permitted.

#### **5. Selection and Award Requirements**

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

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

Economic Operators are to complete the Eligibility Section through the tender response format <sup>(Note 2)</sup>

- Details of Bidder
- Details of Joint Venture (if applicable)
- Power of Attorney (if applicable)

**(B) Exclusion (including Blacklisting) and Selection Criteria - information to be submitted through the tender response format (available from [www.etenders.gov.mt](http://www.etenders.gov.mt)).**

<sup>(Note 2)</sup>

- (i) Confirmation that the bidder and any sub-contractors (if any) engaged throughout the execution of the contract do not fall under any of the grounds listed under Part VI of LN352/2016 concerning exclusion grounds including blacklisting through the tender response format.
- (ii) Declaration concerning Selection Criteria (if applicable)  
**Subcontracting Proportion**

Provide the name/s of subcontractor/s and the relative percentage of works/services/supplies to be subcontracted. This information is to be submitted online through the tender response format. <sup>(Note 2)</sup>

Any subcontractor proposed and disclosed at this stage shall be evaluated in line with the Exclusion and Blacklisting Criteria as per these Instructions to Tenderers. Furthermore, if the sub-contractor is relied upon by the Contractor to meet the standards established in the selection criteria, apart from submitting the relevant commitments in writing, such reliance will be evaluated to verify its correctness and whether in effect these criteria are satisfied.

It is being understood that if the information being requested regarding subcontracting is left empty, it will be assumed that no subcontracting will take place (0% subcontracting).

### (C) Specifications

- (i) Tenderer's Technical Offer in response to specifications to be submitted online through the prescribed Tender Response Format and by using the Tender Preparation Tool provided. <sup>(Note 3)</sup>

**Key Experts Form, the Statement of Availability Form, the Self-declaration form for Key Experts (relating to public employees) and CVs** <sup>(Note 2)</sup>

**Key Expert 1: Minimum MQF level3**

**Tenderer's Technical Offer (Organisation and Methodology, Technical Declaration Form, Technical Questionnaire)** <sup>(Note 3)</sup>

### (D) Financial Offer

- (i) A financial offer calculated on the basis of **Delivered Duty Paid (DDP)** <sup>2010</sup> **(Grand Total)** for the **works**, tendered as per Tender Response Format [inclusive of spare parts/after-sales services/maintenance/training as applicable]. <sup>(Note 3)</sup>
- (ii) A filled-in **Bill of Quantities** (as per document available to download online from [www.etenders.gov.mt](http://www.etenders.gov.mt)) as per Tender Response Format. <sup>(Note 3)</sup>

In case of any discrepancy between the information provided in the Financial Bid Form and the grand total in the tender response format (xml tender structure), the latter shall prevail.

This condition shall not apply to financial bid forms constituted of a Bill of Quantities (BoQ), or financial bid forms where the total can be arithmetically worked out and/or corrected if, as, and when necessary / applicable.

#### Notes to Clause 5:

- 1. Not applicable for departmental tenders.*
  - 2. Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five (5) working days from notification.*
- All Rectifications are free of charge.*
- 3. No rectification shall be allowed. Only clarifications on the submitted information may be requested.*

Requests for Clarifications and/or Rectifications concerning a previous request dealing with the same shortcoming shall not be entertained.

### 6. Criteria for Award

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



## SECTION 2 - 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 may 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

- 3.1 The contract is made up of the following documents, in order of precedence:
- (a) the Contract;
  - (b) the Special Conditions;
  - (c) the General Conditions;
  - (d) the Contracting Authority's technical specifications and design documentation;
  - (e) the Contractor's technical offer, and the design documentation (drawings);
  - (f) the bill of quantities/financial bid (after arithmetical corrections)/breakdown;
  - (g) the tender declarations in the Tender Response Format;
  - (h) any other documents forming part of the contract.

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

### Article 4: Communications

- 4.1 Without prejudice and in addition to the requirements of Clause 4.1 of the General Conditions, the Supervisor may issue communications by electronic mail and may issue communications on site to the Contractor's representative and if necessary this may also be done orally, but in any case such instructions are to be endorsed in writing as soon as is reasonably possible.

**All communications by the Contracting Authority shall be replied by the Contractor within a maximum of 24 Hours.**

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



5.1

Further to Article 5.1 of the General Conditions, the Supervisor is also referred to in this Contract as the Project Leader/Engineer and shall act on behalf of the Contracting Authority.

The Supervisor shall be responsible for the overall planning, programming, control and co-ordination of the project until final completion, aimed at meeting the Contracting Authority's requirements and ensuring completion on time within the projected costs and quality standards.

The Supervisor is obliged to obtain all necessary applicable approvals before authorising expenditure of any Provisional Sums and Contingencies.

However the Supervisor is obliged to obtain written approval from the Project Leader before authorising expenditure of any Provisional Sums and Contingencies.

The Supervisor might be assisted by a Supervisor's representative: (Any natural or legal person, designated by the Supervisor as such under the contract, and empowered to represent the Supervisor 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 Supervisor will include his representative.)

His representative/s enjoy powers such as expected of the Supervisor and/or other powers as deemed proper by the Supervisor due to exigencies of the Contract.

The Supervisor shall also be assisted by Engineering Consultants as necessary.

**Article 8: Supply of Documents**

8.4

If the need arises for the Contractor to submit working drawings and/or technical information/data, these shall be submitted to the Supervisor (within the timeframe allocated) who shall liaise with the Consultant to approve or otherwise. In the case of technical information/data the Contractor shall allow a minimum of seven (7) days for the Supervisor to comment. In the case of surveys and shop drawings, the Contractor shall submit these for the approval of the Supervisor at least seven (7) days before the relevant work is due to commence. The Supervisor may request any survey, detail, shop, and or any other drawing produced and/or proposed by the Contractor to be revised and or changed as necessary and/or as he deems fit at the Contractor's expense.

**Article 10: Assistance with Local Regulations**

10.3

During the execution phase, the Contractor is solely responsible to obtain all necessary permits, visas, authorisations or licenses to ascertain smooth running of the works. The contractor must also comply with Planning Authority and Environment Resource Authority permit and regulations.

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

11.1

Further to the General Conditions, the Contractor shall meet all obligations as set out in the contract document and as required by Law, regulations and / or any relevant Authority.

The Contractor shall set-up, operate and maintain an appropriate management system to ensure that his contractual and legal obligations are fulfilled throughout the duration of the contract. As part of this system, the Contractor shall employ staff he deems necessary to fulfil his contractual and legal obligations.

11.7

The Contractor shall take full responsibility for the adequacy, stability and safety of all operations and work methods under the contract. If any loss or damage happens to the Works, or any part thereof, or materials or Plant for incorporation therein, for which the Contractor is responsible for the care thereof, from any cause whatsoever, including but not limited to loss and/or damage arising from weather or sea conditions, the Contractor shall, at his own cost, rectify such loss or damage so that the Works conform in every respect with the provisions of the Contract to the satisfaction of the Supervisor. The Contractor shall also be liable for any loss or damage to the Works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations under Articles 58 and 59. The Contractor shall ensure that the provisions of Article 11.7 of the General Conditions apply to any of his subcontractors, agents or servants.

11.20

The Contractor shall draw up and submit for the Supervisor's approval all information and documentation as is specified in the Technical Specifications and any other information and documentation as otherwise instructed by the Supervisor within the time frame requested.

11.21

The Contractor shall be responsible for any operation of, and any loss and/or consequence due to, the forces of nature against which a contractor could reasonably have been expected to take effective and timely precautions.

11.22

The Contractor shall remain responsible at all times for the consequences of spillages of oil, fuel, waste water, materials or debris or any other event, caused by the Contractor by any act, omission or through negligence, resulting in Environmental Impact as stipulated under Maltese Law. This shall include but not limited to payment of any fines imposed by the Regulatory Authorities and the Contractor shall indemnify and hold harmless the Contracting Authority against and from all costs, liabilities and expenses incurred in respect of any claim, action or proceedings.

Furthermore, particular measures shall be taken by the contractor to control air pollution (dust), general cleanliness particularly approach roads and adjacent port operational areas and fishers' area, restaurants areas and the prevention of discharge into the sea.

The Contractor shall make good, compensate and/or pay fines in relation to any damage or loss resulting from his works, actions, operations or those of his subcontractors or agents as directed by the Supervisor or Competent Authority.

**Article 13: Performance Guarantee**

13.1

The Contractor shall, within 15 calendar days of receipt of the contract, sign and date the contract and return it together with a copy of the Performance Guarantee. The copy of the Performance Guarantee forwarded to the Central Government Authority is to be endorsed by the Contracting Authority prior to submission. The contract will not be endorsed by the Contracting Authority/Central Government Authority until the performance guarantee is submitted. The Contractor is therefore obliged to forward the original Performance Guarantee to the Contracting Authority. The amount of the guarantee shall be 4% where the amount of the total contract value is between €10,000 and €500,000 exclusive of VAT, and 10% where the amount of the total contract value is €500,000 or above.

The performance guarantee shall be in the format given in Section 5 and shall be provided in the form of a bank guarantee. It shall be issued by a bank in accordance with the eligibility criteria applicable for the award of the contract.

If a Procurement Procedure was published with lots and subsequently awarded accordingly, each lot shall be regarded as a separate contract, even if the same contractor wins more than one (1) lot. As a result, the amount of the Performance Guarantee shall be calculated per lot.

Economic Operators have the possibility to provide the Contracting Authority with a Single Bond covering the performance guarantees for all the contracts with the same Contracting Authority. If an additional contract is awarded to a given contractor, which results in an economic operator's current cumulative contracts value to go beyond the contract value range currently covered by the Single Bond, the contractor is to be requested to; either submit a separate Performance Guarantee for the additional contract; or else submit a new Single Bond to cover the new total contracts value or submit an amendment to the original Single Bond specifying the new amount. If an Economic Operator chooses to make use of the Single Bond, he must submit a letter from the respective Contracting Authority specifying that the amount of the Single Bond covers the new Contract, otherwise the new Contract Agreement would not be signed.

**13.9** 100% within 30 calendar days of the issuance of the Provisional Acceptance Certificate (PAC)

#### Article 14: Insurance

**14.1** Further to what is stated in the General Conditions, the insurance policies of the contract shall be in the joint names of the Contractor and the Contracting Authority and shall contain a Cross Liability Clause to the effect that it shall cover claims made by the Contracting Authority notwithstanding that the said policies are also in their names.

The insured period for each and every policy should start from the commencement of the works until the issuance of the Provisional Acceptance certificate. An insurance policy with the same requirements will have to be effective for any required works during the maintenance period, which is two years from the date of issue of provisional acceptance certificate.

The insurances requested in the Special Conditions, are to be extended to cover all the Contractor's operations works, materials, supplies plant and equipment.

The Contractor will be responsible for all the cables (including the earthing cables), from the moment they are delivered to the site until they are installed completely in trench and in PVC sleeves, including the backfilling of the trench as applicable. Any damage to the cables caused by the Cable Laying Contractor, for whatever reason, is to be rectified at the Contractor's expense. Thus, such expenses and liabilities are also to be covered by the Contractor's insurance

Such cover is to be reflected with respective Insurance Endorsements.

**14.4** The Insurance cover as set out in Article 14.4 of the General Conditions of the contract shall be at least **Euro 2,500,000** per occurrence with the number of occurrences unlimited.

**14.5** Notwithstanding the conditions referred to in Article 14.5 of the General Conditions:

- (i) All the insurances referred to shall be taken out within 7 Calendar days of the request by the Contracting Authority or as may be agreed and submitted with the signed contract. The insurances shall be approved by the Contracting Authority.
- (ii) The Contractor shall notify the insurers of changes in the quantum, nature, extent and programme for the extension of the Project and ensure the adequacy of the insurance at all times in accordance with the terms of the contract and shall, when required, produce

to the Contracting Authority/Supervisor the insurance policies in force and the receipts for payment of the current premiums

- (iii) All insurances referred to in Article 14 shall also be applicable to the Contractor with respect to the Subcontractors.
- (iv) Any amounts not insured or not recovered from the insurers shall be borne by the Contractor.
- (v) If and so far as the Contractor fails to effect and keep in force any of the insurance policies referred to in Article 14 of the Special and General Conditions of Contract, then the Contracting Authority may effect and keep in force any such insurance and pay any premium as may be necessary for that purpose and deduct the amount so paid from any monies due to the Contractor

**14.6**

- (i) In addition to Article 14.6 of the General Conditions, in the event that the Contractor fails to comply with conditions imposed by the insurance policies effected pursuant to the contract, he shall indemnify and hold harmless the Contracting Authority against all losses and claims (including but not limited to costs incurred / claims made by third parties for loss in business or delays in provision of services) arising from such failure.
- (ii) The insurances referred to in Article 14 in these Conditions of Contract shall be affected with insurers to the satisfaction of the Contracting Authority and the Contractor shall be deemed to be aware of the terms and conditions thereof.
- (iii) The Contractor shall, with all due diligence, conform to the terms and conditions of such insurances (including conditions, instructions and procedures as laid down in the contract and the Insurance Brochure, Claims Procedures and Insurance Contract Conditions of all insurance policies resulting from the contract) and all reasonable requirements of insurers in connection with the prosecution and settlement of claims, the recovery of losses and the prevention of accidents and shall bear at his own cost the consequences of any failure to comply.
- (iv) The Contractor shall bear the cost of all excesses (deductibles), exclusions or limitations applying under the said policies (in so far as these concern risks for which he is responsible under the terms of the contract) whether in respect of claims made against the Contractor and/or the Authority and/or the Supervisor or against the Central Contracting Authority and/or the Government pursuant to the provisions of any enactment.

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

**15.1**

Upon contract signing, the Contractor shall submit a detailed programme of works, for all works, within 5 calendar days of the request by the Contracting Authority or as may be agreed and in compliance with other requirements specified in the Technical Specifications. The programme shall be finalised with the approval of the Contracting Authority.

The updated and detailed Programme of Works is to cover the entire Period of Performance stipulated in Article 32 of these conditions, divided into the specified works. Notwithstanding the requirements under Article 15.1 of the General Conditions, the programme shall also take into account the following:

- 1) The Method Statement & any permits from statutory bodies;
- 2) Subcontractors' works;
- 3) The weather conditions and risks associated with the site;
- 4) The Technical Specifications including Preliminaries, and the respective drawings;

- 5) The ongoing surrounding site operations
- 6) Ongoing works by other contractors, where applicable;
- 7) Shutdowns and contract closure, including commissioning and testing;
- 8) Procurement lead times and other logistical considerations.

**15.2** The Contracting Authority has the power to ask the Contractor to demonstrate with clear figures the sustainability of the Works Programme, by providing the management of the resources and the instruments for their monitoring. In case of verified delay in the Works and under the condition to apply the contractual penalties for delays in execution as per Article 34, the Contracting Authority has the power to ask the Contractor for a reassessment of the resources, plant, equipment and work process.

The Contracting Authority has the power to specify any resources deemed necessary to carry out the duties specified in this contract and the contractor shall provide them.

**15.4** At least 24 hours prior to each site meeting, or as may be agreed with the Supervisor, the Contractor shall submit for approval to the Supervisor an updated programme of works and any other information as may be required by the Supervisor.

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

**17.1** If the need arises for the Contractor to submit working drawings and/or technical literature, these are to be submitted to the Supervisor who shall liaise with the Design Consultant and approve or otherwise. The Contractor shall allow a minimum of seven (7) days for the Supervisor to comment.

**17.8** The Contractor is required to submit all drawings, documents, samples and/or models, including those related to temporary works, size and location of site offices, welfare facilities and storage areas, site entrance and exit, in accordance with the requirements and timeframes specified in the Specifications and the Contract, all at his own cost.

#### Article 20: Safety on Site

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

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

#### Article 25: Demolished Materials

**25.1** Further to the General Conditions the Authority retains ownership of materials used in this project.

**25.2** Further to the General Conditions any damaged wood or other materials become the property of the Contractor.

**Article 26: Discoveries**

26.2 As per General Conditions

**Article 30: Patents and Licences**

30.1 There is no derogation from Article 30 of the General Conditions

**Article 31: Commencement Date**

31.1 The contractor is to start chipping rust, applying epoxy paint and installing the wooden decking, giving himself ample time to get the pontoon ready by the first week of May of each Year.

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

32.1 Performance period is up to the bidder, as long as he makes sure that he meets the deadlines specified in the instructions to tenderers.

**Article 34: Delays in Execution**

34.1 Further to the General Conditions, failure to complete the works within the stipulated period shall entail a penalty of €500 per calendar day of delay, as pre-liquidated damages, up to a maximum of up to 20% of the total Contract Sum, inclusive of Sundays and public holidays and may result in the termination of the Contract should the delay extend beyond 15 Calendar days. The payment or deduction of such damages shall not relieve the Contractor from his obligations to complete the works, or from any of his obligations and liabilities under the Contract.

In addition to the above, if the contractor fails to remove the decking by the end of the second week of November, he will be held liable to damages sustained due to bad weather conditions.

**Article 35: Modification to the Contract**

35.8 The percentage allowed for repetition of services and circumstances that may lead to such services' requirements is capped at 20% of contract amount. This will apply in case of extraordinary damages occurring due to bad weather conditions.

**Article 38: Origin**

38.1 There is no derogation to the rules of origin.

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

39.2 Notwithstanding the provisions of article 39.1 of the General Conditions, all materials imported to site must be tested to accepted testing regimes and/or as requested by the Supervisor as the need might arise. Tests/certificates of raw material, e.g. cement, aggregate/sand, slag, water, additives stone paving blocks and steel must be conducted and/or produced regularly and/or as requested by the Supervisor as the need might arise. Printed Certificates of compliance and Fit for Use statements must be submitted by the Contractor as requested by the Conditions of Contract and/or the Supervisor

The Contractor shall invite the Supervisor to witness the trial batching and subsequent testing of mix designs and shall provide test data of each approved mix design which test data shall be compiled by an independent testing laboratory.

**Article 40: Inspection and Testing**



40.2 Works and materials will be inspected and tested, on site.

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

42.2 All materials intended for, but not yet incorporated in the permanent works, which have been delivered on site or at the designated storage site or plant for which payments have been made to the Contractor, shall become the property of the Contracting Authority.

The Contractor shall ensure proper packaging so as to provide protection as set in these conditions and technical specifications. The packaging shall remain the property of the Contractor and shall be disposed of adequately in line with legal requirements. Any costs involved shall be borne by the Contractor.

**Article 43: Payments: General Principles**

43.1 Payments will be made in Euro.

Payments shall be authorized and paid by the Contracting Authority.

A payment against measured works will be affected on presentation of a tax invoice covering the such works.

Payments shall be authorized and paid by the Contracting Authority.

**Month**

May 2021 of contract for year 1	On installation of the Pier and acceptance by the Authority	50%
November 2021 of contract for year 1	On removal of the Pier	50%
If contract is extended:		
May 2022 of contract for year 2	On installation of the Pier and acceptance by the Authority	50%
November 2022 of contract for year 2	On removal of the Pier	50%
May 2023 of contract for year 3	On installation of the Pier and acceptance by the Authority	50%
November 2023 of contract for year 3	On the removal of the Pier	50%

The above Percentages only refer to Bill 1: 'Maintenance and installation'.

Bill 2: 'Supply and delivery of Iroko wood' will be paid on delivery of the wood supplies

43.3 As per General Conditions.

**Article 44: Pre-financing**

44.2 No pre-financing is allowed for locally-funded tenders.

**Article 45: Retention Monies**

45.1 No retention moneys will be applied.



#### Article 46: Price Revision

46.1 This tender does not include a price revision clause.

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

- a) to have been determined on the basis of the conditions in force up to the date fixed for submission of tenders, in the case of direct agreement contracts, on the date of the contract;

to have taken account of the legislation and the relevant tax arrangements applicable at the reference date fixed in sub-criteria(a).

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

- b) to have been determined on the basis of the conditions in force up to the date fixed for submission of tenders, in the case of direct agreement contracts, on the date of the contract;
- c) to have taken account of the legislation and the relevant tax arrangements applicable at the reference date fixed in sub-criteria(a).

46.3 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 fixed for the submission of tenders, 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 Central Government 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 At the end of the period of performance, revised as necessary in accordance with the contract, the Contractor cannot claim for further revision of prices within the submission of the final report.

#### Article 47: Measurement

47.2 Measurement of works must be carried out in the presence of a Transport Malta representative. Time of measurement exercises must be agreed to between the contractor and the Authority. A notice of 24hrs is to be given by the contractor before measurement takes place.

#### Article 48: Interim Payments

48.1 Payments will be affected against measure works.

#### Article 50: Delayed Payments

50.1 The Contracting Authority shall pay the contractor sums due within 30 days of the date on which an admissible payment is registered, in accordance with Article 43 of these Special Conditions. This period shall begin to run from the approval of these documents by the competent department referred to in Article 43.1 of these Special Conditions. These documents shall be approved either expressly or tacitly, in the absence if any written reaction in the 30 days following their receipt accompanied by the requisite documents.

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

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

#### Article 53: End Date

**53.1** *Not Applicable.*

#### Article 57: Provisional Acceptance

**57.1** Further to the provisions of the General Conditions, conditional to the Provisional Acceptance of the Works, the Contractor shall clear away and remove from the site his plant, all surplus materials, rubbish and Temporary Works of every kind (unless otherwise directed by the Supervisor), and leave the whole of the site and the Works clean and in a workmanlike condition, to the satisfaction of the Supervisor. The Contractor shall be liable for any expense incurred in making good or cleaning other works / property disturbed or damaged when executing his works or otherwise, when such making good or cleaning has to be carried out by third parties. Rectify any environmental impact as directed by the competent Regulatory Authorities and make good any damage inflicted in the affected area including but not limited to the seabed. The Supervisor reserves the right to employ others to remove discarded material left on site or rectify any environmental impact at the Contractor's expense. Provisional acceptance is issued when the contractor carries out all the works set out in the tender document.

#### Article 58: Maintenance Obligations

Maintenance regimes are listed in the specifications attached with this document.

#### Article 66: Dispute Settlement by Litigation

**66.1** If no settlement is reached within 120 days of the start of the amicable dispute-settlement procedure, each Party may seek:

- a) either a ruling from a Maltese court, or
- b) an arbitration ruling, in the case where the parties, i.e. the Contracting Authority and the Contractor, by agreement decide to refer the matter to arbitration.

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

### *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.

#### **1.1 Scope of Works**

##### General

The scope of this tender is the transport of the wooden decking and metal gangway from il Menqa tal-Marsa, Malta to Comino for the installation of the pier. It includes the annual maintenance of the metal structure of the pier, by removing any rust, painting and replacement of any worn-out stainless-steel nuts and bolts. Removal of wooden decking at the end of the season/s and transport to il-Menqa tal-Marsa, Malta. This shall be repeated for a total of three years from the date of signature of the contract.

**1.2 Frame of Pier Structure/Paint:** All parts of the frame above the waterline including bollards have to be chipped from any rust, sanded and painted with two coats of two-part epoxy (marine grade) paint before installation. The applied paint must measure at least 2mm in thickness. Its Colour is to be pure brilliant white. All Paint and other necessary materials are to be supplied by the contractor.

**1.3 Wood Decking, Handrails and Stainless-Steel Fixtures:** All wood and fixtures have to be transported from, Marsa, to Comino and installed on the pier structure.

During the period of the contract any bolts needing replacement have to be replaced by the contractor at no extra cost. All other stainless-steel bolts (Marine Grade), nuts and washers required have to be supplied by the contractor at no extra cost. At the end of the season after the second week of November 2021/2022/2023 all decking, handrails and fittings are to be removed and returned to their storage place at Marsa as directed by Transport Malta.

**1.4 Gangway:** The gangway is to be transported from its present location in Marsa to Comino and attached to the frame of the Pier Structure. The planking of the gangway has to be removed and the steel base is to be chipped of rust, sanded and painted with two coats epoxy (Marine Grade), two-part paint. Decking is to be reinstalled using new stainless-steel bolts and nuts. All material and fittings are to be supplied by contractor at no extra cost. At the end of the season, the gangway has to be transported from Comino to Marsa, together with all the pontoon wood decking.

**2.0 Supply and delivery to of spare Iroko Wood Planks:** The bidder must supply and deliver to TM Stores in within a fifteen kilometer radius from Marsa, 70 in number 'Iroko Wood', planks, measuring 300cm X 12cm X 4cm. Measurements are to be exact, since these planks are meant to serve as spares for the existing pontoon decking.

**2.1 Photographic Evidence:** The contractor is to take and forward to the project manager, photos of the pier before chipping and sanding as well as after this process, but before the application of paint. Photos of the finished metal structure, prior to the fixing of

**3.0 Key expert 1 Project Manager:** This person will be the focal point from the contractor's side. He must have a qualification of MQF level three or above and have a technical background.

**4.0 Use of Vessels and any other Mechanical Equipment:** Any vessel the contractor may use for this project must have a valid CVC issued by Transport Malta. Likewise, all machinery must be certified as per legal requirements.



## SECTION 4 - SUPPLEMENTARY DOCUMENTATION

### ***4.1 - Draft Contract Form***

### ***4.2 - Glossary***

### ***4.3 - Specimen Performance Guarantee***

These are available to view and download from the 'Resources Section' at: [www.etenders.gov.mt](http://www.etenders.gov.mt)

### ***4.4 - General Conditions of Contract***

The full set of General Conditions for Works Contracts (Version 4.2), for Supplies Contracts (Version 4.2) and for Services Contracts (Version 4.2) can be viewed/downloaded from the 'Resources Section' at: [www.etenders.gov.mt](http://www.etenders.gov.mt)

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.

[etenders.gov.mt](http://www.etenders.gov.mt)

### ***4.5 - General Rules Governing Tendering***

The contents of this procurement document complement the latest version of the General Rules Governing Tenders applicable on the date of the publication of this tender, the Terms of Use and the Manual for Economic Operators applicable to Government's e-Procurement Platform (available from the Resources section of [www.etenders.gov.mt](http://www.etenders.gov.mt)).