



Reference number: TM 040/2020

# TENDER FOR THE RELOCATION OF BOULDERS AT THE COASTAL INLETS (LOCATIONS 1 & 2) OFF, DAWRET IX- XATT, XGHAJRA

etenders.gov.mt

This project is being financed through local budget funds.

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Date Published: 3<sup>rd</sup> March 2021

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Deadline for Submission: 24<sup>th</sup> March 2021

at 09:30am  
CET/CEST

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Tender Opening: 24<sup>th</sup> March 2021

at 10:00am  
CET/CEST

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**AUTHORITY FOR TRANSPORT IN MALTA**

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## SECTION 1 - INSTRUCTIONS TO TENDERERS

### 1. General Instructions

- 1.1 The subject of this tender is the relocation of large boulders from the shore at Xghajra. These boulders gave fallen off the cliff face due to coastal erosion.
- 1.2 The place of acceptance of the works shall be Dawret ix-Xatt, Xghajra, where indicated in the plans attached, the time-limits for the execution of the contract shall be 60 calendar days from date indicated in the special conditions clause 31.1, and the INCOTERM<sup>2020</sup> applicable shall be Delivery Duty Paid (DDP).
- 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 €110,000.00 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	8 <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>	11 <sup>th</sup> March 2021	0930hrs
Last date on which additional information can be issued by the Contracting Authority	16 <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)	24 <sup>th</sup> March 2021	0930hrs
Tender Opening Session (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)	24 <sup>th</sup> March 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/Workshop**

- 4.1 A clarification meeting/site visit will be held on 8<sup>th</sup> March 2021 at 1000hrs, at Xghajra, 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>

- Power of Attorney (if applicable) <sup>(Note 2)</sup>
- Details of Joint Venture (if applicable) <sup>(Note 2)</sup>
- Details of Bidder <sup>(Note 2)</sup>

**(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 sub-contracting is left empty, it will be assumed that no sub-contracting 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 experts 3 and 4 must submit their commercial diving certificates at tendering stage**

**Key expert 5 Project Manager, warranted Mechanical Engineer must submit a copy of his Warrant as an Engineer at tendering stage.**

**Tenderer's Technical Offer (Organisation and Methodology)** <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 Further to the General Conditions all communications shall be with,

Maintenance Dept,  
Transport Malta,  
Triq Pantar,  
Lija

Tel: 25555000

tenders.tm@transport.gov.mt

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

5.1 Further to the General Conditions, the Supervisor 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 Provisional Sums, Contingencies and issuing of Modifications.**

**However, the Supervisor is obliged to obtain written approval from the Project Leader before authorising expenditure of Provisional Sums, Contingencies and issuing of Variation Orders.**

The Supervisor might be assisted by a Supervisor's representative: (Any 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 (project manager) as necessary.

#### **Article 8: Supply of Documents**

8.4

If the need arises, the Contractor is 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 of the contract, 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 for permits and regulations.

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

11.1

Further to the general conditions, the Contractor binds himself to follow and adhere to all the requirements and conditions spelled out in the Planning Authority permit and nature permit attached with this tender.

11.9

Further to the general conditions, the contractor must submit a detailed Programme of Works and Gant Chart to the Contracting Authority for its supervisor's approval, within 15 calendar days from the date of the last signature of the contract.

11.11

Further to the general conditions, no derogation shall apply.

11.17

If the need arises for the Contractor is 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 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.

13.2

Not Applicable

13.9

The performance Guarantee shall be released 45 calendar days after the date of provisional acceptance certificate, upon the provision of a retention Guarantee of 5% as per clause 45.3.

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

- 14.5**
- (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** Within 15 calendar days from the last date of signature of the contract, 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.

#### **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.

#### **Article 18: Tender Prices**

As per general conditions.

#### **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 22: Interference with Traffic**

As per general Conditions.

**Article 25: Demolished Materials**

25.1

As per general conditions

**Article 26: Discoveries**

26.2

As per General Conditions

**Article 28: Soil Studies**

28.1

Not Applicable

**Article 30: Patents and Licences**

30.1

There is no derogation from Article 30 of the General Conditions

**Article 31: Commencement Date**

31.1

Commencement date shall be any date chosen by the Authority, after the date of last signature of the contract. An order to start works shall be issued by the Authority after the date of the last signature of the contract, upon which the contractor will have a maximum notice period of 15 calendar days from the date of the order to start works, to mobilize and start works on site. Such commencement date must not be later than 30 calendar days from the date of the last signature on the contract.

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

32.1

Performance period shall be 60 calendar days from the date specified in the order to start works.

**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 €250 per calendar day of delay, as preliquidated damages, up to a maximum 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.

**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. Repetition of works may mainly occur due to more rock erosion taking place prior to tender execution.

- 35.9 Not Applicable.
- Article 38: Origin**
- 38.1 No derogation to the rules of origin shall apply.
- 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 Further to the general conditions, inspection and testing can also be carried out at a certified laboratory, approved by Transport Malta.
- Article 42: Ownership of Plants and Materials**
- 42.2 All plant shall be owned by the contractor.
- Article 43: Payments: General Principles**
- 43.1 Payments will be made in Euro. This is a BOQ Works contract.  
  
Payments shall be authorized and paid by the Contracting Authority.  
  
A first and final payment shall be effected against measured works on provisional acceptance, on presentation of a tax invoice covering the measured works.
- 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 Retention money amounting to 5% of the gross certified value of works shall be withheld from interim payments.
- 45.3 Within 45 days from the issue of the Provisional Acceptance Certificate, the 5% retention money shall be released to the Contractor, upon submission of a bank guarantee (Retention Guarantee), as approved by the Contracting Authority and covering 5% of the gross certified value. This guarantee shall be drawn out according to the template provided in the tender document.

The retention guarantee is to be kept valid by the contractor until the expiry of the defects liability period (1 year from the date stated in the Provisional Acceptance Certificate for when Provisional Acceptance was achieved as issued by the Contracting Authority).

#### Article 46: Price Revision

46.1 No price revision shall apply.

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 should take place in the presence of both the Contractor's representative and the Contracting Authority.

#### Article 48: Interim Payments

48.1 Only one, First and Final payment will be effected.

#### Article 50: Delayed Payments

50.1 The Contracting Authority shall pay the contractor sums due within **xx** 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 **Malta Funds**  
Article 53 of the General Conditions is not applicable.

#### Article 56: Partial Acceptance

56.3 Not applicable.

#### Article 57: Provisional Acceptance

57.6 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.

#### Article 58: Maintenance Obligations

Not Applicable.

#### 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/WORKS MANAGEMENT PLAN (Note 3)

### Specifications

**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.**

#### 3.1.1 General Specifications

##### 3.1.1 Scope of Works

This tender covers the works associated with the relocation of eroded rocks at the coastal inlets' seabed from their current position to the proposed location as per project drawing. Such document provides an outline procedure of how the job will be performed in the safest way possible, whilst highlighting the different phases of the project.

##### 3.1.2 The Sites & Site Access

The sites comprise of two coastal inlets (Location 1 & 2) just off Dawret Ix-Xatt in Xghajra. The shallow inlets' seabed is characterized by a number of boulders which were deposited during the heavy storm/s of the past year. Being popular diving areas, such rocks are a hazard to the swimmers diving from the contiguous shores (refer to D.4.1 - Benthic & Bathymetric Surveys - Location 1 & D.4.2 - Benthic and Bathymetric Surveys - Location 2, as submitted with this document). Bathers may accidentally collide with such boulders when diving, hence creating a health & safety risk.

Due to the nature of this project as well as the location of the boulders, such works are envisaged to be done using off-shore based plant. However, the contractor executing the works may opt to use on-shore based lifting plant.

It is therefore being assumed that the contractor has visited the sites, assessed the seabed and the existing boulders, and has formed a work plan and method of access prior to submission of his offer for this tender. No subsequent claims for additional payment will be entertained on the grounds of any misunderstanding, misinterpretation, or lack of familiarity of the local conditions, climatic conditions, access restrictions and port restrictions.

##### 3.1.3 Project Work Plan, Timeframes & Completion Period

All works need to be pre-planned, approved and adequately coordinated with the Contracting Authority and any other interested parties or authorities. The contractor is expected to finalize all the works as per respective Articles of Special and General Conditions of Contract.

#### **3.1.4 Specific Objectives**

The main works involved in this intervention are mainly as described in Spec. 3.1.1 above. Prior to commencement of works, ERA's Enforcement Officers are to be informed. The authority has to be informed by written documentation (e-mail) at least 7 days before the date of initiation. Relocation works on each site can only commence once all the necessary permits and documentation are issued. No works shall be carried out during rough weather conditions. Prior to the initiation of works, the area immediately around the site is cordoned off by means of on-shore hoarding and by safety demarcation ropes with floats / buoys in the sea. This is to limit site access strictly to authorized personnel. Furthermore, proper signage is erected to direct personnel, pedestrians and swimmers accordingly. During the works, public use of the inlets and parts of the quays shall be suspended. This will be resumed once all works are finished and sites are handed over. Relocation of the boulders is envisaged to be done off-shore, using a floating barge with an onboard crane. However, the contractor may opt to make use of on-shore based lifting cranes. Mobilisation of the barge / crane will be carried out during this stage. The vessel will be towed by a tug boat or navigated, if self-propelled, to the first site. Once the barge is moored in place, a silt curtain is installed so that any potential sediment disruption is contained. At this stage, relocation of the rocks from the seabed may commence, one boulder at a time. Each rock is to be hoisted by a diving team (consisting of a minimum of 2 divers), raised and placed in the assigned location according to the approved drawings. Once all the necessary rocks are relocated, all plant is demobilized and all on-shore hoarding and sea demarcation lines are removed. The finished site shall then be handed over. The contractor may then proceed to the second site and repeat the methodology accordingly.

#### **3.1.5 Existing Features**

The Contractor is to prevent damage to existing buildings, fences, gates, bollards, fenders, lighting masts, walls, roads, bridges, paved areas, trees, third party property and other site features which are to remain in position throughout the execution of the works. The use of timber planks or steel plates to enable the usage and passage of any on-shore plant & equipment is required. Any damages sustained shall be repaired and made good by the contractor at his/her own expense. The Contractor shall save harmless and indemnify the Contracting Authority in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of, or in relation to such matters.

#### **3.1.6 Public and Private Services**

The Contractor shall maintain and protect the public and private services including any pipes, ducts, sewers, service mains overhead cables and the like, throughout the execution of the Works.

The Contractor shall:

- a) Notify all service authorities of proposed works in due time before the commencement of site operations.

b) Notify the Resident Engineer of any services present on the site that require re-routing, temporary disconnection or the like to allow execution of the works.

c) Notify the Resident Engineer immediately if any damage results from the execution of the works and make arrangements for the work to be made good without delay to the satisfaction of the service authority or private owners as appropriate. If such damage is deemed by the Resident Engineer to be due to negligence on the part of the Contractor, all costs will be borne by him.

### **3.1.7 Resident Engineer**

The Contracting Authority shall engage a Resident Engineer, through a separate procurement procedure, who shall be responsible for monitoring and supervising all works being done on site.

The contractor shall liaise and coordinate with the Resident Engineer at all times and shall be responsible to duly inform him/her to inspect all works.

The Contractor shall agree with the Resident Engineer the intended siting of all equipment, boats, spoil heaps, temporary works and services prior to their use.

### **3.1.8 Contract Execution**

The Contractor is to abide to the Works Management Plan, drawings and relevant ERA conditions unless otherwise instructed. Any changes to methodology proposed have to be previously approved by the resident Engineer in charge and endorsed by the respective authorities.

Unless otherwise instructed by the Resident Engineer in charge no work is to be carried out on Sundays and Public Holidays. On weekdays works are to be carried out between dawn and dusk. Working hours are generally between 08:00hrs to 18:00hrs Monday to Friday and 08:00hrs to 12:00hrs on Saturday. The contractor's attention is being drawn to the fact that owing to the tight timeframes to completion target date of the project, the working hours might at times need to be extended.

It is the Contractor's responsibility to ensure that all personnel engaged throughout the works are qualified, licensed, insured and certified.

### **3.1.9 Health & Safety, Environmental and Other Requirements**

The contractor is to ensure that all works are carried out in line with EU standards, Local Laws, the specifications of this contract and any other relevant guidelines and legislations which may come in force from time to time in Malta during the execution of the contract.

All works carried out shall be in line with the prevailing Occupational Health & Safety Regulations ACT 27 of 2000 (CAP 424), LN 36/2003 & LN 281/2004 and any subsequent legislations which may come into force during the execution of the contract. Works shall respect OHS requirements and

shall be in line with the works management plan and ERA requirements and in line with Green Public Procurement obligations.

The Contractor is to be in full compliance with LN 295/2007 Development Planning act (Cap. 356), Environmental Protection act (CAP.435), and Environmental Management Construction Site Regulations 2007.

All personnel employed shall follow Health & Safety & Environmental regulations and shall be equipped with the full Health and Safety gear including safety boots, visibility vests and gloves as deemed necessary.

All plant and equipment used shall be maintained, certified fit for the required use and loads and shall be used in line with Occupational Health & Safety and Environmental Regulations.

All personnel, drivers and plant operators shall be licensed and trained to carry out the works competently, in line with legislations and in a safe manner.

Works are to be carried out with caution and without causing damage to third parties or public property in the locality and without causing nuisance and disturbance to the residents, fisherman, restaurant owners and the general public in the area.

### **3.1.10 Health & Safety Officer**

The Contracting Authority shall engage a registered Health and Safety Officer through a separate procurement procedure, with a relevant qualification recognized by OHSa (or the equivalent national body within an EU state). The latter shall be responsible for monitoring the health and safety of all operatives, subcontractors and visitors on site.

The Contractor shall nominate a member of his/her workforce to be the person directly responsible for health & safety matters on site. Such person shall liaise and coordinate with the Contracting Authorities Health & Safety Officer and shall be responsible to implement all the measures as instructed to ensure safety on site and adherence to OHSa requirements.

The Project Leader, his nominee, Resident Engineer or Health & Safety Officer will be empowered to carry out spot checks on staff without warning at any time to establish whether they are using appropriate PPE and adhering to H&S regulations.

The Contractor will be informed of any incidences where operatives have been found to be operating inadequately or are not using the appropriate PPE. In the event of a similar occurrence involving the same operatives, the Contractor will be given a second warning. In the event of a third occurrence the Contractor will be instructed to remove the operatives from site immediately and they shall not be permitted back onto the site. No claims for additional costs or time will be considered for such events.

### **3.1.11 Safety Boat**

The Contractor shall provide a small safety boat throughout the duration of the works in order to facilitate rapid rescue of any operative who falls into the water. The safety boat shall be equipped with an appropriate number of life jackets, be suitable for the expected sea conditions, useable at very short notice, be stable and sufficiently powerful to reach all areas of the coastal inlet in a short time from call out. The safety boat shall be low enough to allow operatives to be pulled on board and have a minimum capacity of four persons. An inflatable or semi-inflatable boat is envisaged.

The Contractor shall immediately replace any safety boat considered inappropriate by the Resident Engineer/Project Leader or any safety boat experiencing mechanical problems. The Contractor shall maintain a minimum of one trained boatman on site throughout the works and instigate procedures to train staff (including exercises) to deal with emergencies.

### **3.1.12 Environmental Protection**

The Contractor shall make contingency arrangements for dealing with potential spillages of oil, fuel, waste water, materials or debris. Such arrangements shall be maintained on site throughout the contract and brought into action if required; these would include booms with weighted fine mesh or tarpaulin around the work area.

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 be limited to payment of any fines imposed by 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.

If deemed necessary, the Contracting Authority, shall, at its own discretion, appoint an independent consultant/s to undertake the necessary environmental monitoring as part of the Management of the project. The contractor shall provide all the required assistance and cooperation throughout the duration of the works and shall facilitate access as required for monitoring purposes.

The contractor shall also follow instructions issued to him by the Project Leader, the Resident Engineer and/or any environmental monitor appointed, whether these are a result of environmental monitoring findings, construction management issues, or requests by regulatory authorities. The Contractor shall undertake to change his work method to conform to the required instructions, rectify the situation as directed by the Competent Regulatory Authorities and/or make good any damage inflicted on the seabed due to any accidental spillages, including payment of any fines.

### **3.1.13 Security & Protection**

The Contractor shall at his own cost be solely responsible and bear all costs for the security of the work areas and his own equipment, plant, materials, temporary works, on the site. Take all necessary precautions and adequately safeguard the Works, his personnel (including sub-contractors) materials, products, plant and personal clothing from damage and theft and will be responsible at the end of each working day for removing all loose items of materials, product or plant to a safe, secure, lockable store to be provided by the Contractor in a location to be agreed

with the Resident Engineer on site. The Contractor shall erect temporary on-shore hoarding, signage, lighting (for use during night time), off-shore demarcation ropes, floats, marking buoys, necessary line markings, signage posts, notice boards, together with any other items used to prevent unauthorized personnel from accessing the site. These will also protect the public and others, including property, for the proper execution of the works and for meeting the operational requirements of the OHSA or any other relevant authority.

The Contractor shall safeguard the site, the works, products, materials and plant from damage and theft. Take all reasonable precautions to prevent unauthorized access to the site, the works, and adjoining property.

Adequately protect the works, whether temporary or permanent, plant, equipment, material, and the like from damage by weather or sea conditions.

#### **3.1.14 Storm Precautions**

The Contractor shall monitor weather and sea condition predictions daily using Met Office and other reliable sources. In the event that a storm is expected, the contractor shall temporarily remove or make secure all plant, scaffolds, hoarding, signage, cranes and the like which could be affected during the storm. No work shall be carried out at locations or in conditions where the weather and sea conditions make it unsafe to do so. All plant and equipment shall be made secure or relocated to ensure they cannot damage or be dislodged to damage the nearby infrastructure.

The Contractor shall be responsible for any damage to his plant and equipment. Damage to third party property due to the Contractor not taking all necessary precautions, shall be made good at his/her own expense. No variation to the contract for additional time and expense will be considered.

#### **3.1.15 Marine Environment**

The works are to be carried out in a marine environment. The Contractor shall provide all necessary personal safety equipment and a safety boat for the duration of all works carried out over the water. No claims for additional cost or delay due to the works being in a marine environment will be permitted.

#### **3.1.16 Coordination & Supervision of Works on Site**

The Contractor is to nominate a person-in-charge as Site Foreman based full-time on site who shall accept responsibility for co-ordination, supervision and administration of the Works, including any sub-contractors. The Site Foreman shall arrange and monitor a programme with each Sub-Contractor, supplier, local authority, statutory undertaker and other organisation engaged upon work concurrent with the Contract, and obtain and supply information as necessary for co-ordination of the work. The Contractor shall allow for all on and off site management costs.

The Contractor shall liaise with the Project Leader or his/her representative, the Resident Engineer, the Contracting Authority, any consultants, police, the local council and all other competent authorities and parties concerned with the Works.

### **3.1.17 Sub-Contractors**

The Contractor shall be directly and solely responsible for any approved sub-contractor on-site or otherwise when carrying out and performing the execution of the Works or part thereof. For the purposes of this Contract any Sub-Contractors will be treated as employees of the Contractor in all respects.

### **3.1.18 Co-operation with Other Trades**

The Contractor shall carry out the Works in such manner that will provide full co-operation with other trades on site which may be affected by the works.

### **3.1.19 Diving Team**

The Contractor shall, at his/her own expense, utilize the services of a commercial diving team consisting of at least a two qualified and certified divers. These are to make use of an umbilical cord together with the relevant diving equipment.

All divers forming part of the dive team shall be in possession of a commercial diver-training certificate, current certificate of medical fitness (not older than 6 months), and current first aid certificate. These documents shall be available on site for inspection by the Resident Engineer and/or the competent authorities. Non-availability of or non-compliance with any of the above will immediately render the diver to a non-diving role.

Within seven (7) days prior to the commencement of any diving operations the Diving Contractor shall furnish to the Engineer a copy of dive team members' insurance certificates and all other necessary notification details and documentation.

All items of equipment worn by the diver should be, wherever possible, according to international, European or national standards. Any vessel or work/safety boat is to have all the necessary valid commercial vessel (CVC) certification.

The diving supervisor must have adequate practical and theoretical knowledge and experience of the diving techniques to be used in the diving operation for which he or she is appointed. A person should only be appointed as a diving supervisor if he or she has:

- (a) sufficient experience; and
- (b) passed an approved diver competence assessment.

All divers in the water should have a communication system that allows direct voice and high definition visual contact with each other, the site foremen and any other relevant personnel during the course of works. A hard-wired communication system is preferred because the effectiveness of a through-water communication system can be degraded by acoustic shadow, sediment, air bubbles, turbulence etc.

### 3.1.20 Site Diary

The Contractor is to keep a properly documented and dated job diary (Work Register) available for inspection when so required.

Record all events relevant to the construction of the Works which shall include (but is not limited to) those mentioned below:

- All drawings or other documents issued or requested.
- All instructions issued to the Contractor and the action taken; this shall include verbal instructions and the date of written confirmation.
- Adequate details of day works.
- Weather and sea conditions including any conditions considered relevant for the works.
- Records of tests if not recorded elsewhere.
- Delays and their causes.
- Details of labour and plant.
- Details of work originally classified as provisional.
- Details in support of any claims for extra payment.
- Measurements and cost information to support valuations and the final account.
- Commencing and completion dates of significant stages of the work.
- Adequate photographs.
- The names of personnel involved in critical activities.
- Details of any accidents or near misses.

### 3.1.21 Progress/ Site Meetings

The contractors shall send a competent representative to such site meetings as and when called by the Project Leader, his representative or the Resident Engineer, who shall be fully authorised by the Contractor to accept instructions from the latter and issue instructions to the Contractor's own labour employed on the site.

Meetings will normally be held weekly, or as directed by the Resident Engineer, and the Contractor is to inform sub-contractors when their presence is required. At these meetings the chair will be taken by the Project Leader or the Resident Engineer. All meetings will be minuted by the Resident Engineer or his nominee.

### 3.1.22 Prior to Commencement of Works

Prior to the Commencement of Works the Contractor shall submit the following detailed reports:

1. **Programme of Works** incorporating a methodology statement for each planned activity that shall be involved during the execution of the works. Such are to be reviewed and approved by the Contracting Authority.



2. **Risk Assessment** related to the prepared method statements for each planned work activity identifying envisaged risks that may affect the works, their likelihood and impact and mitigation measures planned in relation to such risks.
3. Updated time plan in the form of a detailed **Gantt Chart** indicating tasks, task durations, task sequencing and milestones. Such gantt chart should give more specific detail than the gantt chart submitted at tender stage.
4. **General Environmental Plan** wherein the Contractor is to outline the proposed set-up and procedures to ensure environmental control of the site and minimize environmental impact while demonstrating compliance with ERA conditions.
5. **Certification** of tug-boat, barge, on-board lifting crane, on-shore crane (should contractor opt to make use of land-based plant and equipment), chains, lifting belts, hoists, shackles, and any other plant and equipment deemed necessary in the lifting operations. Such plant and equipment is to be certified to carry the intended loads.
6. **License** of commercial diving team consisting of a minimum of two personnel and **certification** of the diving equipment used.

These documents shall be reviewed and approved by the Contracting Authority. In the event that these documents are not considered satisfactory, the Contractor shall not be permitted to progress with any work until these have been rectified to the Authority's satisfaction.

### 3.1.23 Site Mobilization

The Contractor is responsible to erect appropriate hoarding and gate along the landside boundary of the site prior to starting works to prevent access by unauthorized persons to site. Such hoarding shall be erected in such a way so as to cause the least disturbance to the surrounding activities. The Contractor needs to provide signs and adequate lights during the night to delineate hoarding and any other site hazards.

The Contractor is also responsible to gain necessary access to the area if applicable. He/She is responsible for obtaining all necessary permits including but not limited to Notice to Mariners if deemed necessary.

In the submitted rates, the Contractor is to include allowance for all necessary personnel including but not limited to the tug boat operators, barge operators, crane operators, and the licensed commercial diving team consisting of a minimum of two divers. Such rates are to also include the diving equipment which shall be certified and conforming to all relevant regulations. The Contractor must also allow sums for all necessary hiring, maintaining and running of all type of tools and plant, both mechanical and manual tools/plant, including mobilization and/or demobilisation, both on and off the site and on/off-shore. Equipment/plant shall include but not be limited to tug boat, safety boat, barge with an on-board crane, on-shore mobile crane (should contractor opt to execute the lifting processes using land based plant), hoists, lifting belts, slings, ropes, chains, shackles, etc. All equipment/plant/tools used shall be serviced as necessary and

certified. Furthermore, all lifting plant and equipment must be certified to carry the intended loads.

Contractor is to provide the necessary services including sanitary facility, water, electricity, any required consumables and telephone/mobile connectivity to his workforce.

### **3.1.24 Plant required**

The Contractor shall make use of equipment which is considered indispensable for the performance of works associated with this tender. These include:

- a) Tug boat & Floating barge / Self-propelled barge
- b) On-board barge crane
- c) On-shore mobile crane (if contractor opts to use land based plant & equipment).

All plant and equipment used must be certified. Furthermore, all lifting plant and equipment used must be certified to carry the intended loads. No subsequent claims for additional payment will be entertained on the grounds of use of any specialized plant deemed necessary as a result of site constraints and site access restrictions.

### **3.1.25 Silt Curtains**

Silt curtains shall be used to contain sediment losses during lifting & placement of boulders. The Contractor shall be responsible for the design, installation and maintenance of the silt curtains to minimize the impacts on the water quality and the protection of water quality at water intakes as described above. The design and specification of the silt curtains shall be submitted by the Contractor to the Engineer for approval.

Silt curtains shall be formed from tough, abrasion resistant, permeable membranes, suitable for the purpose, supported on floating booms in such a way as to ensure that the sediment plume shall be restricted to within the limit of the works area.

The silt curtain shall be formed and installed in such a way that tidal rise and fall are accommodated, with the silt curtains always extend from the surface to the bottom of the water column. The removal and reinstallation of such curtains during high wind conditions shall be as agreed with the Resident Engineer.

The Contractor shall regularly inspect the silt curtains and check that they are moored and marked to avoid danger to marine traffic. The Contractor shall repair any damage to the silt curtain promptly and the works shall be stopped until the repair is affected to the satisfaction of the Engineer.

The silt curtain is to be left in place for at least three days after the works have been finished to ensure that any fine silt settles prior to removal. Furthermore, the silt curtain should be removed in a vertical manner ensuring to minimize disturbance of the seabed materials.

## **3.2 Site Specifications**

Drawings provided with this tender are only indicative. These documents should be used only for information purposes and are not to be scaled off. The Contractor shall carry out his/her own studies to obtain the dimensions of the existing boulders to be relocated. Prior to participation in the tendering process the contractor shall be responsible to verify and measure all items on both sites. The contractor is hereby also being informed that the quantities provided in the schedule of rates are only indicative. The Contracting Authority reserves the right to change and make use only in part of the quantities indicated in the Bill of Quantities.

### **3.3 Clearance of Sites at Completion**

Prior to handing over, the Contractor shall clear away and remove from the site his plant, any rubbish generated and Temporary Works of every kind (unless otherwise directed), and leave both sites, the surroundings and the Works clean and in a workmanlike condition to the satisfaction of the Resident Engineer and the Contracting Authority. The Contractor is to include provision for such works in the rates contained in the Bill of Quantities and shall bear the costs of removing all rubbish and providing necessary skips as required.

All rubbish shall be cleared and carted away as it is accumulated from time to time during the progress of the works and it shall never be allowed to cause nuisance to the surrounding public areas/promenade and to the surrounding businesses. The Contractor shall be liable for any expense incurred in making good or cleaning other works disturbed when executing his works or otherwise, which is not included under the Contractor's responsibility. 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. Should the contractor fail in these regards, the Contracting Authority reserves the right to employ others to remove discarded material left on the sites at the Contractor's expense.

### **3.4 Key Experts Required**

The contractor is to propose the following compulsory key experts for the execution of the contract:

#### **3.4.1 Key Expert 1: Site Foreman (Full-Time Basis)**

The Contractor is to nominate a person-in-charge as Site Foreman based full-time on site, who shall accept responsibility for co-ordination, supervision and administration of the works on site. The contractor shall ensure that the Site Foreman has the necessary authority within the contractor's organisation to allocate all resources and initiate all actions necessary to complete the works. He/she shall work in liaison with both the Contracting Authority and the Resident Engineer and shall follow and direct works on site according to the site instructions issued by the latter, and according to the approved method statements and Health & Safety Plans. The Site Foreman shall be literate in both Maltese and English, able to interpret drawings and technical orders.

#### **3.4.2 Key Expert 2: Health and Safety Officer / Supervisor (Part-Time Basis)**

Ensures that all health and safety requirements as specified in the Contract and in relevant legal notices are adhered to by the contractor. He/She shall be expected to visit the site frequently and additionally submit weekly reports. The Health & Safety Officer / Supervisor shall have a certificate issued by a recognized Health & Safety Authority and is listed under the competent Person Register of the OHSA.

#### **3.4.3 Key Expert 3: Qualified & Certified Commercial Diver 1 (Full-Time Basis)**

The Contractor shall hire a commercial diver to carry out the underwater works consisting of hoisting the boulders. Key Expert 3 & Key Expert 4 together will form the diving team. All divers forming part of the diving team shall be in possession of a commercial diver-training certificate, licensing them to carry out such works, and current certificate of medical fitness (not older than 6 months).

#### **3.4.3 Key Expert 4: Qualified & Certified Commercial Diver 2 (Full-Time Basis)**

The Contractor shall hire a commercial diver to carry out the underwater works consisting of hoisting the boulders. Key Expert 3 & Key Expert 4 together will form the diving team. All divers forming part of the diving team shall be in possession of a commercial diver-training certificate, licensing them to carry out such works, and current certificate of medical fitness (not older than 6 months).

#### **3.4.4 Key expert 5: Project Manager Warranted Mechanical Engineer (Part Time Basis)**

The contractor shall hire a Warranted Mechanical Engineer. This expert must be in possession of a valid Engineer's Warrant.

## Works Management Plan

### 1. Scope of Works

This management plan covers the works associated with the relocation of eroded rocks at the coastal inlets' seabed from their current position to the proposed location as per project drawings. Such document provides an outline procedure of how the job will be performed in the safest way possible, whilst highlighting the different phases of the project.

### 2. The Sites

The sites comprise of two coastal inlets (Location 1 & 2) just off Dawret Ix-Xatt in Xghajra. The shallow inlets' seabed is characterized by a number of boulders which were deposited during the heavy storm/s of the past year. Being popular diving areas, such rocks are a hazard to the swimmers diving from the contiguous shores (refer to D.4.1 - Benthic & Bathymetric Surveys - Location 1 & D.4.2 - Benthic and Bathymetric Surveys - Location 2, as submitted with this document). Bathers may accidentally collide with such boulders when diving, hence creating a health & safety risk.

### 3. Site Access

Due to the nature of this project as well as the location of the boulders, such works are envisaged to be done using off-shore based plant. However, the contractor executing the works may opt to use on-shore based lifting plant. Refer to Item 5 for a detailed works methodology.

### 4. Plant & Working Hours

Unless otherwise instructed by the Resident Engineer in charge, no work is to be carried out on Sundays and Public Holidays. On weekdays works are to be carried out between dawn and dusk. Working hours are generally between 08:00hrs to 18:00hrs Monday to Friday and 08:00hrs to 12:00hrs on Saturday.

The plant that maybe deployed to the site includes:

- a) Tug boat & Floating barge / Self-propelled barge
- b) On-board barge crane
- c) On-shore mobile crane (if contractor opts to use land based plant & equipment).

All plant and equipment used must be certified, fit for their respective use and/or loading capacity.

### 5. Works Methodology

- 5.1 Prior to commencement of works, ERA's Enforcement Officers are to be informed. The authority has to be informed by written documentation (e-mail) at least 7 days before the date of initiation.
- 5.2 Relocation works on each site can only commence once all the necessary permits and documentation are issued. No works shall be carried out during rough weather conditions.
- 5.3 Prior to the initiation of works, the area immediately around the site is cordoned off by means of on-shore hoarding and by safety demarcation ropes with floats / buoys in the sea. This is to limit site access strictly to authorized personnel. Furthermore, proper signage is erected to direct personnel, pedestrians and swimmers accordingly. During the works, public use of the inlets and

parts of the quays shall be suspended. This will be resumed once all works are finished and sites are handed over.

- 5.4 Relocation of the boulders is envisaged to be done off-shore, using a floating barge with an on-board crane. However, the contractor may opt to make use of on-shore based lifting cranes. Mobilisation of the barge / crane will be carried out during this stage. The vessel will be towed by a tug boat or navigated, if self-propelled, to the first site.
- 5.5 Once the barge is moored in place, a silt curtain is installed so that any potential sediment disruption is contained.
- 5.6 At this stage, relocation of the rocks from the seabed may commence, one boulder at a time. Each rock is to be hoisted by a diving team (consisting of a minimum of 2 divers), raised and placed in the assigned location according to the approved drawings.
- 5.7 Once all the necessary rocks are relocated, all plant is demobilized and all on-shore hoarding and sea demarcation lines are removed. The finished site shall then be handed over.
- 5.8 The contractor may then proceed to the second site and repeat steps 5.1 – 5.7 accordingly.

## 6. Timing & Phasing of Development

Providing that no unexpected delays are encountered, and the weather is permitting, the boulder relocation works for each location are estimated to be executed in circa 14 days. Phasing is assumed to be as follows:

Phase No.	Phase	Duration for each location
1	Erection of on-shore hoarding, sea demarcation lines & signage	3 days
2	Mobilisation of floating barge and other required plant, as necessary. This phase includes mooring of barge	2 days
3	Relocation of boulders as per approved drawing	7 days
4	Plant Demobilization & handing over	2 days

## 7. Protection to Environment & Hazard Avoidance

- 7.1 During the execution of works, access to the sites will be limited to authorized personnel only. Site hoarding, proper sea demarcation lines, floats/buoys and signage will impede pedestrians, swimmers any other unauthorized personnel not familiar with the works from accessing the sites, thus reducing potential accidents.
- 7.2 All propellers are to be switched off and the barge is to be securely moored prior to commencement of any works. Furthermore, no diving personnel shall be in the sea whilst the barge/ tug boat is manoeuvring.
- 7.3 Divers must swim to a safe distance away from the each hoisted rock before lifting occurs. All personnel (divers, personnel on the barge or any other workers) must also keep such a safe distance when the boulders are being craned. This will prevent any accidents due to slippage of the hoist or falling of loose debris.
- 7.4 Divers and personnel on the barge shall make use of approved communication methods and devices. It must be ensured that during operations all personnel are working in synchrony, as directed by the site foreman and supervisor.

- 7.5 All personnel shall abide to the above health and safety measures, together with any other necessary measures as imposed by the site Health & Safety Officer.
- 7.6 Boulders are lifted/lowered carefully at a slow pace, to reduce sediment disruption.
- 7.7 Reference shall also be made to Section 5.0 – Impact Assessment of the Benthic & Bathymetric Survey at Xghajra – Location 1 and Section 5.0 – Impact Appraisal & Mitigation of the Benthic & Bathymetric Survey at Xghajra – Location 2 documents to further ensure that the effect on the surrounding habitat is kept to a minimum.



## 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 4.1), for Supplies Contracts (Version 4.1) and for Services Contracts (Version 4.1) 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.

### ***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)).