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| REFERENCE NUMBER: | ERDF.05.121 – Tender 030 | |
|  |  | |
| |  | | --- | | **Tender for Plastering, Painting, Tile-laying, the Manufacture, Supply, Delivery and Installation of Aluminum Apertures,[[1]](#footnote-1) Two Garage Doors, and a Spiral Staircase as part of ERDF Project ERDF.05.121 – Wildlife Rehabilitation Centre** | | | |
| Date Published: | 7th February 2021 |  |
| Deadline for Submission: | 10th March 2021 | at 12:00am CET/CEST |
| Tender Opening: | 10th March 2021 | At 12:00am CET/CEST |
|  | | |
| |  |  |  | | --- | --- | --- | |  | Operational Programme I – European Structural and Investment Funds 2014-2020  *“Fostering a competitive and sustainable economy to meet our challenges”*  Project part-financed by the European Regional Development Fund  Co-financing rate: 80% European Union; 20% National Funds |  | | | |
|  | | |
| IMPORTANT | | |
|  | | |
| Nature Trust Malta  Contact details (c/o Xrobb l-Għaġin Nature Park and Sustainable Development Centre, Triq Xrobb l-Għaġin, Marsaxlokk, Malta,  (+356) 21313150, info@naturetrustmalta.org) | | |

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# SECTION 1 – INSTRUCTIONS TO TENDERERS

|  |  |  |
| --- | --- | --- |
|  | 1. General Instructions | |
|  |  | |
| 1.1 | In submitting a tender, the tenderer accepts in full and in its entirety, the content of this tender document, including subsequent Clarifications issued by the Non Governmental Organisation (NGO), whatever the economic operator’s own corresponding conditions may be, which through the submission of the tender is waived. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender document. These Instructions to Tenderers complement the General Rules Governing Tenders for NGOs.  No account can be taken of any reservation in the tender in respect of the procurement documents; any disagreement, contradiction, alteration or deviation shall lead to the tender offer not being considered any further.  Prospective tenderers must submit their offer by depositing it in the tender box, located at *Xrobb l-Għaġin Nature Park and Sustainable Development Centre, Triq Xrobb l-Għaġin, Marsaxlokk, Malta*. Prospective tenders take full responsible to submit their offer by the set tender submission deadline.  Note:  Where in this tender document a standard is quoted, it is to be understood that the Contracting Authority will accept equivalent standards. However, it will be the responsibility of the respective bidders to prove that the standards they quoted are equivalent to the standards requested by the Contracting Authority.  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 €188,808 excluding VAT.  The purpose of this value shall be the guidance of prospective bidders when submitting their offer and is not to be considered as a binding capping price.  Therefore, the published Estimated Procurement Value is not restrictive and final on the Contracting Authority. Economic Operators are free to submit financial offers above or below the Estimated Procurement Value. However, the Contracting Authority reserves the right to accept or reject Financial Offers exceeding the Estimated Procurement Value | |
| 1.2 | The subject of this tender is the provision of the following works:   * plastering services, * painting services, * tiling laying services, * manufacture, delivery, supply and installation of aluminium apertures * two garage doors * spiral staircase and roof hatch opening   related to the Wildlife Rehabilitation Centre to be established at Xrobb l-Għaġin, as part of ERDF.05.121 – WILDLIFE REHABILITATION CENTRE | |
|  |  | |
| 1.3 | The place of acceptance of the services shall be the still unrestored part of the ex-Deutsche Welle radio relay station at Xrobb l-Għaġin Natural Park, the time-limits for the execution of the contract shall be three years from last date of signature on contract, and the INCOTERM2020 applicable shall be Delivery Duty Paid (DDP). | |
|  |  | |
| 1.4 | This is a unit-price contract. | |
|  |  | |
| 1.5 | This call for tenders is being issued under an open procedure. | |
|  |  | |
| 1.6 | The beneficiary of this tender is *Nature Trust – FEE Malta*. | |
| 1.7 | This tender is not a reserved contract. | |
|  | 2. Timetable | |
|  |  | |
| 2. | |  |  |  | | --- | --- | --- | |  | DATE | TIME | | Clarification Meeting/Site Visit (Refer to Clause 6.1) | Friday 12th  February 2021 | 10:30 hrs | | Deadline for request for any additional information from the NGO  Clarification requests should be addressed to: *info@naturetrustmalta.org* | Monday 22nd February 2021 | 12:00 hrs  (noon) | | Last date on which additional information can be issued by the NGO | Saturday 27th February 2021 | 12:00 hrs  (noon) | | Deadline for submission of tenders/Tender opening session  (unless otherwise modified in terms of Clause 10.1 of the  General Rules Governing Tendering for NGOs) | Monday 10th  March 2021 | 12:00 hrs  (noon) | | \* 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.  Given the complexity and nature of the tender, a single contractor can carry out the works related to the installations forming part of this tender | |
|  |  | |
| 4.1 | 4. Variant Solutions  Variant solutions are not permissible. | |
|  | 5. Financing | |
| 5.1 | The project is *co-financed* by the European Union/Government of Malta, in accordance with the rules of European Regional Development Fund (ERDF) Operational Programme 1 - Co-financing rate: 80% European Union; 20% National Funds | |
| 5.2 | The Contracting Authority of this tender is *Nature Trust Malta* | |
|  |  | |
|  | 6. Clarification Meeting/Site Visit/Workshop | |
|  |  | |
| 6.1 | A clarification meeting/site visit will be held on the date and time indicated in Clause 2, at Xrobb l-Għaġin Nature Park 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 on the NGOs website as a clarification note as per Clause 6.1 of the General Rules Governing Tendering for NGOs.  Meetings between economic operators and the NGO, other than that provided in this clause during the tendering period are not permitted. | |
|  |  | |
|  | 7. Selection and Award Requirements | |
|  |  | |
|  | In order to be considered eligible for the award of the contract, economic operators must provide evidence that they meet or exceed certain minimum criteria described hereunder. (Note 2) | |
|  |  | |
|  | (A) Eligibility Criteria | |
|  | (i)  (ii) | No Bid Bond is required.(Note 1)  Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment by completing and submitting the form with title Statement on Conditions of Employment. |
|  | (iii)  (iv) | Power of Attorney (if applicable) (Note 2)  Information re Joint Venture/Consortium (Note 2) |
|  | (B) Exclusion (including Blacklisting) and Selection Criteria – information to be submitted through the completion of the following declaration forms: | |
|  | (i) | Data Concerning the economic operator to be submitted by filling Part II of the European Single Procurement Document (ESPD). Part II (2A.1 till 2A.13.1) of the ESPD seeks background information about the economic operator. (Note 2A)  To be filled in by all bidders |
|  | (ii) | Part II A Reference 2A.14 till 2A16.6 need only be filled in if the procurement is Reserved. (Note 2A)  Not applicable for the present tender |
|  | (iii) | Part II A Reference 2A.17 till 2A.17.3 need only be filled in when the economic operator is part of a group, consortium, joint venture or similar. (Note 2A)  To be filled in if applicable |
|  | (iv) | Part II A Reference 2A.18 need only be filled where the tender is divided into lots. (Note 2)  Not applicable for the present tender |
|  | (v) | Data concerning exclusion grounds to be submitted by filling Part III of the European Single Procurement Document (ESPD). (Note 2)  To be filled in by all bidders |
|  |  | Economic Operators must declare that they meet the minimum criteria established hereunderby filling Part IV of the European Single Procurement Document (ESPD). If no Selection Criteria is requested by the Contracting Authority, the relevant part of the ESPD is to be left blank. (Note 2)  a) Suitability (Note 2)  Not applicable for the present tender  b) Financial and Economic Standing(Note 2)  Not applicable for the present tender  c) Technical and Professional Ability(Note 2)   |  |  | | --- | --- | | 4C.10 | Provide data concerning subcontractors and the percentage of works to be subcontracted. This information shall be included in the online ESPD form in Part IV: Selection criteria - Technical and professional ability.  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). |   d) Quality Assurance Schemes and Environmental Management Standards(Note 2)  Not applicable for the present tender |
|  |  | |
|  | (C) Technical Specifications | |
|  | The bidder is to comply with the technical specifications as outlined under Section 4 (Terms of Reference) of this tender document and submit the following documentation: | |
|  | (i) | Tenderer’s Technical Offer in response to specifications – Bidders shall use the form provided. (Note 3) |
|  | (ii) | Key Experts Form(Note 2), the Statement of Exclusivity and Availability Form(Note 2), and, if applicable, Public Employees Declaration Form(Note 2), in respect of:   * Warranted Architect |
|  | (iii) | Literature as per Form marked ‘Literature List’ to be submitted with the Technical offer at tendering stage. Alternatively, an Economic Operator can quote a reference number under which he/she has already supplied items so that there would be no need to submit literature. (Note 2) |
|  | (iv) | No Samples will be requested at evaluation stage to supplement the technical offer submitted. |
|  | (D) Financial Offer | |
|  |  | |
|  | (i)  (ii) | The Tender Form and Tenderer’s Declaration are to completed and submitted with the offer; a separate Tender Form is to be submitted for each option tendered, each form clearly marked ‘Option 1’, ‘Option 2’ etc.; (Note 3)  A financial offer is to be submitted by filling in Financial Bid Form, and is to be calculated on the basis of **Delivered Duty Paid (DDP)2020 (Grand Total)** for the works tendered.(Note 3) |
|  |  | |
|  | Notes to Clause 7:  1. Tenderers will be requested to clarify/rectify, within five (5) working days from notification, the tender guarantee only in the following four circumstances: incorrect validity date, and/or incorrect value, and/or incorrect addressee and incorrect name of the bidder. Rectification in respect of the Tender Guarantee (Bid Bond) is free of charge.  2. 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.  3. No rectification shall be allowed. Only clarifications on the submitted information may be requested.  Request for Clarification and / or rectifications concerning a previous request dealing with the same shortcoming shall not be entertained. | |
| 8.1 | 8. Tender Guarantee (Bid bond)  No tender guarantee (bid bond) is required. | |
|  | 9. Criteria for Award | |
|  |  | |
| 9.1 | The sole award criterion will be the price. The contract will be awarded to the tenderer submitting the cheapest priced offer satisfying the administrative and technical criteria. | |
|  |  | |

# SECTION 2 – EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

Part **X** of the Public Procurement Regulations

270. Any tenderer or candidate concerned, or any person, having or having had an interest or who has been harmed or risks being harmed by an alleged infringement or by any decision taken including a proposed award in obtaining a contract, a rejection of a tender or a cancellation of a call for tender after the lapse of the publication period, may file an appeal by means of an objection before the Review Board, which shall contain in a very clear manner the reasons for their complaints.

271. The objection shall be filed within ten calendar days following the date on which the NGO has by fax or other electronic means sent its proposed award decision or the rejection of a tender or the cancellation of the call for tenders after the lapse of the publication period.

272. The communication to each tenderer or candidate concerned of the proposed award or of the cancellation of the call for tenders shall be accompanied by a summary of the relevant reasons relating to the rejection of the tender as set out in regulation 242 or the reasons why the call for tenders is being cancelled after the lapse of the publication period, and by a precise statement of the exact standstill period.

273. The objection shall only be valid if accompanied by a deposit equivalent to 0.50 per cent of the estimated value set by the NGO of the whole tender or if the tender is divided into lots according to the estimated value of the tender set by the NGO for each lot submitted by the tenderer, provided that in no case shall the deposit be less than four hundred euro (€400) or more than fifty thousand euro (€50,000) which may be refunded as the Public Contracts Review Board may decide in its decision.

274. The Secretary of the Review Board shall immediately notify the Director and/or the NGO as the case maybe that an objection had been filed with his authority thereby immediately suspending the award procedure.

275. The NGO involved, as the case may be, shall be precluded from concluding the contract during the period of ten calendar days allowed for the submission of appeals. The award process shall be completely suspended if an appeal is eventually submitted.

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

1. any decision by the General Contracts Committee or the Special Contracts Committee or by the NGO shall be made public by affixing it to the notice-board of the same NGO as the case may be or by uploading it on Government’s e-procurement platform prior to the award of the contract if the call for tenders is administered by the NGO;
2. the appeal of the complainant shall also be affixed to the notice-board of the Review Board and shall be communicated by fax or by other electronic means to all participating tenderers;
3. the NGO and any interested party may, within ten calendar days from the day on which the appeal is affixed to the notice-board of the NGO and uploaded if/where applicable on the Government’s e-procurement platform, file a written reply to the appeal. These replies shall also be affixed to the notice-board of the Review Board and where applicable it shall also be uploaded on the Government’s e-procurement platform;
4. within three working days of the publication of the replies, the Secretary of the Review Board shall prepare a report (the Analysis Report) analysing the appeal and any reply to it. This report shall be circulated to the persons who file an appeal and to all parties who submitted a reply to the appeal;
5. after the preparatory process is duly completed, the Director or the Head of the NGO shall forward to the Chairman of the Review Board all documentation pertaining to the call for tenders in question including files, tenders submitted, copies of deposit receipts and any motivated letter;
6. The secretary of the board shall inform all the participants of the call for tenders, the NGO of the date or dates as the case maybe when the appeal will be heard;

(g) When the oral hearing is concluded, the Public Contracts Review Board, if it does not deliver the decision on the same day, shall reserve decision for the earliest possible date to be fixed for the purpose, but not later than six weeks from the day of the oral hearing:

Provided that for serious and justified reasons expressed in writing by means of an order notified to all the parties, the Public Contracts Review board may postpone the judgment for a later period.

(h) The secretary of the board shall keep a record of the grounds of each adjournment and of everything done in each sitting;

(i) After evaluating all the evidence and after considering all submissions put forward by the parties, the Review Board shall decide whether to accede or reject the appeal.

SECTION 3 – SPECIAL CONDITIONS

|  |
| --- |
| These conditions amplify and supplement, if necessary, the General Conditions governing the contract. Unless the Special Conditions provide otherwise, those General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the Articles of the General Conditions. Other Special Conditions should be indicated afterwards.  For the purposes of contracts issued by NGOs, the term ‘approval from the Central Government Authority’ shall be substituted by the term ‘approval by the Head responsible for that NGO’; Furthermore, any references to the  Contracting Authority throughout the General Conditions shall be deemed to be referring to the NGO responsible for that procurement. |
| Article 2: Law and language of the Contract |
| The Laws of Malta shall apply in all matters not covered by the provisions of the contract. |
| The language used shall be English. |
|  |
| Article 3: Order of Precedence of Contract Documents |
| The contract is made up of the following documents, in order of precedence:  (a) the Contract;  (b) the Special Conditions;  (c) the General Conditions;  (d) the Contracting Authority’s technical specifications and design documentation;  (e) the Contractor’s technical offer, and the design documentation (drawings);  (f) the bill of quantities/financial bid (after arithmetical corrections)/breakdown;  (g) the tender declarations in the Tender Response Format;  (h) any other documents forming part of the contract.  Addenda have the order of precedence of the document they are modifying. |
| Article 4: Communications |
| Any communication shall be carried out with:  Nature Trust Malta,  c/o Xrobb l-Għaġin Nature Park and Sustainable Development Centre,  Triq Xrobb l-Għaġin, Marsaxlokk, Malta  Email: [info@naturetrustmalta.org](mailto:info@naturetrustmalta.org)  Communications shall preferably be carried out by email.  Any requests for clarifications and the relevant reply shall be posted online on the website [www.naturetrustmalta.org](http://www.naturetrustmalta.org) in an anonymised form. |
| Article 5: Supervisor and Supervisor's Representative |
| As per General conditions  5.8 Without prejudice to the General Conditions, any to any other reference in the present tender document, the Supervisor shall refer to:   * the Consultant Architect and Civil Engineer engaged by the Contracting Authority   5.9 Without prejudice to the above, unless otherwise specified in the text, any reference to Architect, shall refer to:   * the Consultant Architect engaged by the Contracting Authority   5.10 Without prejudice to the above, unless otherwise specified in the text, any reference to Engineer, shall refer to:   * the Consultant Engineer engaged by the Contracting Authority |
| Article 8: Supply of Documents |
| Prior to the commencement of works, the Contractor shall provide the Contacting Authority with:   * A report detailing the **Health and Safety Assessment, including risk mitigation measures to be adopted,** for the carrying out of the necessary works for the tender implementation up to commissioning. Vide Section 4, Sub/Section 4.3, Article 1.4. * A Performance Programme as per Article 15 of these Special Conditions.   During project implementation, the Contractor shall provide the Contracting Authority with documentation concerning the following:   * Accompanying each invoice (with the exception of the invoice relative to pre-financing), a report, certified by the Contractor’s architect detailing the works in respect of which the invoice is being issued. Such a report shall attest the quality of works and materials as being in line with the applicable standards as defined in Section 4 of the present Tender Document, providing substantiating documents in the form of tests, certificates photographs, and any other relevant document.   No payment will be effected unless such a comprehensive report is provided and approved by the Contracting Authority. The Contracting Authority may seek as many revisions as necessary to such report/s. |
| Article 10: Assistance with Local Regulations |
| As per General Conditions. |
|  |
| Article 11: The Contractor’s Obligations |
| Without prejudice to the General Conditions, the Contractor shall be bound with the following obligations:   * The contractor binds himself to adhere to the conditions imposed in the Planning Permit, that is, the approved drawings, document and conditions imposed in Planning Permit PA NO/1659/17 and PA No / 1660/17 as approved by the Planning Authority. * The Programme of Works identified as part of Article 11.9 of the General Conditions shall be construed to be Performance Programme as per Article 15 of these Special Conditions. It shall faithfully reflect the Gantt chart submitted by the bidder at Tendering Stage together with the Tender document, as well as include the Method Statement identified in Article 5.2.7 of the technical Specifications. * With regards to Article 11.11 of the General Conditions, following completion of works, provide any drawings identified in Article 8 of these Special Conditions. * Any correspondence related to the contract shall be delivered to the address specified by the Contractor in the Tender Form. The Contractor is bound to notify the Contracting Authority immediately of any change to the said address. If the Address is established in any other Eu country, the Contractor shall designate an agent based in Malta, and provide the address of such an agent. Mutatis mutandis, any change of address shall be notified immediately to the Contracting Authority. * During the execution of the contract, any communication, including any documents and/or drawings shall be submitted to the Supervisor by email. The Supervisor shall review the relevant communication internally and reply in writing. |
|  |
| 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 / NGO 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.  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. |
| The performance guarantee shall be released as per Article 13.9 of the General Conditions. |
|  |
| Article 14: Insurance |
| As per general conditions |
|  |
| Article 15: Performance Programme (Timetable) |
|  |
| 15.1 The Contractor shall submit a Performance Programme which shall also include:  a) the order in which the Contractor proposes to carry out the works;  b) a general description of the methods which the Contractor proposes to adopt for carrying out the works; and  c) such further details and information as the Supervisor may reasonably require  The Performance Programme shall ensure that all **works are completed as follows:**   * Plastering, painting and tiling – within three (3) months from the order to start such works. * All apertures, including garage doors within two (2) months from the order to install. |
| 15.2 Submission of relevant Health and Safety report and Method Statements as Identified in Article 8 of these Special Conditions within two (2) weeks from Signature of Contract  It is envisaged that such works be carried out during Q 2 2021. |
| 15.3 As per General Conditions |
|  |
| Article 17: Contractor’s Drawings/Diagrams |
| Not Applicable |
|  |
| 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. Such an Assessment shall be submitted as per Article 8 of these Special Conditions. |
| 20.3 Further to the provisions of the General Conditions, it is also the duty of a contractor to cooperate with other employers, contractors and, or self-employed persons who share a common work place, on the implementation of Health and Safety provisions. The contractor or his designate shall co-ordinate necessary actions in matters which concern protective and preventive measures, and shall inform all on site as well as the Project Supervisor regarding any potential risks. |
|  |
| Article 22: Interference with Traffic |
| Not applicable |
|  |
| Article 25: Demolished Materials |
| Not applicable |
|  |
| Article 26: Discoveries |
| As per General Conditions |
|  |
| Article 28: Soil Studies |
| Not applicable |
|  |
| Article 30: Patents and Licenses |
|  |
| As per General Conditions |
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| Article 31: Commencement Date |
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| The commencement date for the performance of the contract shall be construed to read as follows:   * Plastering, painting and tiling – the date of the order to start such works. * All apertures, including garage doors – the date of the order to install. |
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| Article 32: Period of Execution of Tasks |
|  |
| As per Article 15.1 of these Special Conditions |
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| Article 34: Delays in Execution |
| A daily penalty of 1/1000 of the contract price per day’s delay up to a limit of 40% of the total contract price.  Without prejudice to the above, should the delays result in the Contracting Authority / NGO missing out on any ERDF funds related to the contract, the Contractor shall be liable for any loss of funds incurred. |
|  |
| Article 35: Modification to the Contract |
| As per general Conditions |
|  |
| Article 37: Work Register |
| Not Applicable |
|  |
| Article 38: Origin |
| As per general conditions |
|  |
| Article 39: Quality of Works and Materials |
|  |
| No preliminary technical acceptance is envisaged. Quality of works and materials shall be certified by the Contractor’s architect as being in line with the applicable standards as defined in Section 4 of the present Tender Document, providing substantiating documents in the form of tests, certificates and photographs. No payment will be effected unless such a comprehensive report is provided by the Contractor and approved by the Contracting Authority. The Contracting Authority may seek as many revisions as necessary to such report/s.  Without prejudice, the Supervisor may reject and/or approve the quality of works taking into consideration any certification provided, any results from tests mandated by the said specifications or requested by the Architect and Civil Engineer in charge, or any inspection carried out. The decision by the Supervisor shall be final.  Any rejection shall cause the contractor to re-do the defaulting works, at no additional cost to the Contracting Authority. |
|  |
| Article 40: Inspection and Testing |
|  |
| The Supervisor has the right to request tests relative to the specifications below as necessary. Any test shall be carried out by the Contractor at no additional charge to the Contracting Authority. |
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| Article 42: Ownership of Plants and Materials |
|  |
| As per General Conditions |
|  |
| Article 43: Payments: General Principles |
|  |
| As per General Conditions |
| 43.6 Payments shall be authorized by the Contracting Authority, and paid by the Treasury Department on the basis of work carried out, and certified as such by the Consultant Architect in charge of the present tender. |
| 43.7 Invoices are to be accompanied by the a report, signed by the Contractor’s Architect as being in line with the applicable standards as defined in Section 4 of the present Tender Document. Such report shall include substantiating documents in the form of tests, certificates and photographs.  No payment will be effected unless such a comprehensive report is provided and approved by the Contracting Authority. The Contracting Authority may seek as many revisions as necessary to such report/s prior to effecting payment. An invoice shall be considered only as approved when the accompanying report is approved. |
|  |
| Article 44: Pre-financing |
|  |
| 44.1 The Contractor must request a pre-financing for operations connected with the execution of the works, in the cases listed hereinafter:  a) as a lump sum advance enabling him to meet expenditure resulting from the commencement of the contract - the amount of pre-financing shall be 20% of the original contract price;  b) if he affords proof of the conclusion of a contract for the purchase or order of materials, plant, equipment, machines and tools necessary for the execution of the contract, and of any other substantial prior expenses such as the acquisition of patents or study costs, the amount of prefinancing in referred to in Article 44.1(a), the lump sum advance may be increased by 10% of the contract price.  Such pre-financing shall not be higher than 30% of the contract award.  The Contractor shall provide the Contracting Authority with a pre-financing guarantee for the value of the said pre-financing, within 30 days from the last signature of contract. Such a guarantee shall be issued by a bank as per template provided by the Contracting Authority.  The pre-financing guarantee shall be released as per General Conditions. All other General Conditions apply. |
|  |
| Article 45: Retention Monies |
|  |
| N/A |
|  |
| Article 46: Price Revision |
|  |
| 46.1 Without prejudice to the General Conditions, no price revision is possible. |
| 46.2 Prices contained in the Contractor's tender shall be deemed:   1. 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. 2. 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, together and with the Managing Authority responsible for the Management of ERDF funds 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:   1. to modify the contract; or 2. to provide for compensation for any imbalance caused by one Party to the other; 3. to take no action whatsoever with regards to the contract, or 4. to terminate the contract by mutual agreement. |
|  |
| Article 47: Measurement |
|  |
| As per General Conditions.  Without prejudice, any measurements indicated in this tender document are indicative and may vary given that civil works are ongoing at the time of publication of this tender. It shall be the responsibility of the Contractor to ensure that all measurements are re-checked on site prior to any works, including for the calculation of any materials which are necessary. No additional payments will be made due to any difference in variations, and any additional costs will be absorbed by the Contractor. |
|  |
| Article 48: Interim Payments |
|  |
| As per General Conditions.  Without prejudice to the General Conditions any application for interim payment shall be submitted in the form of an invoice, compiled in line with the applicable legislation (VAT Act etc.) and shall specify each Bill of Quantity item (henceforth cost item) to which they relate. Nothing shall preclude the Contractor from submitting an invoice relative to more than one cost item, provided each cost item is uniquely identified, measured, and costed. Invoices shall be accompanied by a report as per Article 43.7 of these Special Conditions. |
|  |
| Article 50: Delayed Payments |
|  |
| **50.1** The Contracting Authority shall pay the contractor sums due within 60 days of the date on which an admissible payment is registered and approved, in accordance with Article 43 of these Special Conditions. This period shall begin to run from the approval of these documents by the Contracting Authority. 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. |
|  |
| Once the deadline laid down in Article 50.1 has expired, the Contractor may, within two months of late payment, claim late-payment interest: |
| * at the rediscount rate applied by the issuing institution of the country of the Contracting Authority; * on the first day of the month in which the deadline expired, plus two percentage points (2%). The late-payment interest shall apply to the time which elapses between the date of the payment deadline (exclusive) and the date on which the Contracting Authority's account is debited (inclusive). |
|  |
| Article 53: End Date |
|  |
| The Project ERDF 05.121 WILDLIFE REHABILITATION CENTRE is scheduled to be completed by the third quarter 2021.  Without prejudice, the Contractor is bound by the timeframes established in as per Article 15 of these Special Conditions. |
|  |
| Article 56: Partial Acceptance |
| Not applicable |
|  |
| Article 57: Provisional Acceptance |
|  |
| Without prejudice to the General Conditions, the Contracting authority will:   1. Issue a provisional acceptance certificate for each sperate bill, following the certification of works for that category by the Supervisor. 2. If applicable, the certification indicated in the above sub-clause 1 shall only be issued after the relevant tests have been carried out, and the Supervisor has deemed the results as satisfactory. 3. If applicable, the certification indicated in the above sub-clause 1 shall only be issued after the Contractor has provided the Contracting Authority with a properly documented report and the Project Manager and Supervisor have confirmed that items are in line with the technical specifications. |
|  |
| Article 58: Maintenance Obligations |
|  |
| |  | | --- | | As per General Conditions | | 58.6 Not Applicable  58.7 The Maintenance period shall be as follows:   1. With regards to plastering, painting and tile laying, the maintenance period shall be for 365 days from provisional acceptance as per General Conditions 2. With regards to the apertures (including garage doors) and staircase, the maintenance period shall be construed as the warranty for parts and labour, and shall run for two years from the date of partial acceptance. | |
|  |
| Article 66: Dispute Settlement by Litigation |
| If no settlement is reached within 120 days of the start of the amicable dispute-settlement procedure, each Party may seek:  a) either a ruling from a national court, or  b) an arbitration ruling, in the case where the parties, i.e. the Contracting Authority and the Contractor, by agreement decide to refer the matter to arbitration. |
|  |
| Article 70: Further Additional Clauses |
| Not Applicable |

# SECTION 4 –SPECIFICATIONS/TERMS OF REFERENCE (Note 3)

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| Note:  Where in this tender document a standard is quoted, it is to be understood that the NGO 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 NGO. |

# 1.0 Background Information

* 1. The information in this section is being provided by way of background, and for the information of potential bidders.
  2. The aim of the ERDF PROJECT ERDF.05.121 – WILDLIFE REHABILITATION CENTRE is primarily to set up a Wildlife Rehabilitation Centre to provide ex-situ rehabilitation of wildlife from across Malta and surrounding seas: marine (turtles and cetaceans), terrestrial (such as hedgehogs, shrews, lizards, snakes and bats) and avian fauna. Following rehabilitation, if possible, they will be released into their natural habitat. It should be a unique, all year round visitor attraction visitors with the opportunity to interact with the rehabilitating wildlife.
  3. The Contracting Authority, in partnership with the Ministry responsible for the Environment was successful in its submission for ERDF funds to fund the setting-up of this Centre. In this regard, any work on the project has to be carried out within the parameters defined by the Grant Agreement entered into by NTM and the Managing Authority for ERDF funds. The Planning and Priorities Coordination Division (PPCD) within the Parliamentary Secretariat for European Funds, within the Ministry of Foreign and European Affairs is the designated Managing Authority (MA) responsible for the overall coordination and management of the European Regional Development Fund (ERDF) and the Cohesion Fund (CF) under Operational Programme I (2014-2020). The MA issues calls for proposals for ERDF and CF at different intervals of the Programme’s lifetime. The project was successful under one such call.
  4. The present infrastructure for ex-situ conservation in Malta is, to say the least, quite limited and to date the rehabilitation of such species has been carried out in a piecemeal manner, mainly by NTM, through its Wildlife Rescue Team which provides rescue services for both marine and terrestrial fauna on a 24/7 basis. The team is composed of a group of volunteers, made up of divers, biologists and marine mammal medics who are covered by permits from the Environment and Resource Authority (ERA) to respond to calls for the handling of local protected wildlife. Injured turtles and cetaceans are taken to San Lucjan’s Rehabilitation Centre and/or a veterinarian’s clinic where they are treated by or under the supervision of a qualified veterinarian. Other animals (including hedgehogs, lizards, chameleons, shrews, bats, wild rabbits, and weasels), after being examined by a veterinarian, are taken, under ERA permit to the volunteer’s homes where they are treated, medicated and taken care of until they may be released once more into the wild. Turtles are released during dedicated events in the presence of the media and distinguished guests, amongst others, as part of an effort to raise awareness about risks to biodiversity and rehabilitation efforts. Other species are released by the volunteers at the place of rescue or in a nearby protected area.
  5. The project will also cater for CITES animals which are presently hosted at the Small Animal Quarantine facilities in Luqa, which is managed by the Ministry for Sustainable Development, Environment and Climate Change. The site was designed to host small animals and pets (dogs, cats and ferrets) who do not meet all the requirements for entry into Malta under the Pet Passport scheme, for a short period of time in quarantine to minimise the risk of disease being brought into the islands. However, CITES species that are found in Malta illegally, are also kept there until their position is regularised and/or they may be returned to their country of origin or released into the wild.
  6. The Wildlife Rehabilitation Centre will be hosted in part of the ex-Deutsche Welle radio relay station at Xrobb l-Għaġin Natural Park. It will compliment a first project in the area carried out between 2007 and 2011 through a grant from Iceland, Liechtenstein and Norway though the EEA financial mechanism and the Norwegian financial mechanism, which project saw the rehabilitation of a hitherto degraded area and some of the derelict buildings in the area into a natural park and a Sustainable Development Centre. That project had left some buildings unutilised, and thus still in a derelict state. The present project is proposing the rehabilitation of those buildings and their use as parts of the proposed Wildlife Rehabilitation Centre.

# 2.0 Onus to comply with existing legislation

The contractor shall respect all laws and regulations in Malta, including but not limited to occupational health and safety regulations, and environmental regulations. The contractor shall operate in a manner that does not cause any damage to adjacent properties and areas, including the existing Sustainable Development Centre and all structures forming part of the complex.

The contractor shall operate in a manner that does not disrupt the normal operations of the Sustainable Development Centre. In case of extraordinary works, agreement is to be reached on the method and period of activity in advance between Nature Trust Malta and the Contractor so as to cause the least disruption possible.

Without prejudice to the generality of this section, the Contractor shall have prepared, by a Competent Person in Health and Safety as per OHSA Act, an assessment of Health and Safety risks and mitigation measures to be adopted during the works to be carried out.

# 3.0 Onus to Work Together and Provide Access

Whereas different contractors may be responsible for the works forming part of this Project, Contractors shall work together, allow access to the respective sites, and not hinder the work of the other contractors working on any other works-supplies on site.

Bidders shall be held liable for any loss of funds or delays incurred by the Contracting Authority due to any non-collaboration between each other.

# 4.0 Subject matter of the present tender.

The present tender entails that the successful bidder provides the following services:

* plastering works,
* painting works,
* tiling laying works,
* manufacture, delivery, supply and installation of aluminium apertures (including garage doors),
* manufacture, delivery, supply and installation of a spiral staircase and roof hatch opening

## 4.1 Rendering, Plastering and Pointing works

The services to be rendered under the present heading refer to the rendering, plastering and pointing of the following:

* 1885 sqm of internal wall surfaces
* 921 sqm of ceiling surfaces
* 1118 sqm of external wall surfaces
* 265 sqm of external projections

### 4.1.1 Compliance

Compliance of the materials shall be demonstrated through submission of technical data sheets.

The Supervisor may approve and/or reject any product which is deemed not to be suitable for the works required and the Contractor shall oblige and replace to the Supervisor’s satisfaction, at no additional cost to the Contractor. In any case, products shall comply with the requirements of the tender, and the Contractor shall bear ultimate responsibility and liability for performance, and any consequence of non-compliance.

### 4.1.2 General

The services provided shall be in accordance with BS 8000: Part 10: 1989, Workmanship on Building Sites, Plastering and Rendering.

Rendering and Plastering mortar shall comply with EN 998-1 – Classification GP (General Purpose).

The testing of rendering mortars shall comply with EN 1015.

### 4.1.3 Substrates

Existing substrates to be rendered shall be sound, free from loose areas and significant cracks or gaps, free from deteriorating, damp or unsuitable material, cleaned of loose mortar, fins, grease, dirt, efflorescence, mould or dust.

All cutting, chasing, making good, fixing of conduits and surface outlets shall be completed. Surface flatness/regularity shall be within the specified tolerance limits.

Existing substrate surfaces, and rendered surfaces to receive further coats of rendering, shall have an appropriately rough surface to achieve a good key. The surfaces shall be open textured, scratched or nail-floated, and shall be sufficiently mature before a subsequent layer is applied.

Existing substrate surfaces composed of natural franka stone shall be preliminary treated with a proprietary synthetic fixative resin.

Dubbing out shall be used to correct substrate inaccuracies. Dubbing out in smooth dense concrete shall be prohibited. The dubbing coat shall be mixed as an undercoat and shall be applied to achieve a firm bond. Each dubbing coat shall be allowed to set sufficiently before the next coat is applied. The surface of each coat shall be cross-scratched or combed to provide a good key.

Services chased into the substrate shall be isolated from the coating by covering with metal lathing fixed at staggered centres along both edges, to prevent cracking over conduits and other services.

Substrate shall be damped down, just sufficiently to ensure uniform absorption, before the first coat is applied and as the work proceeds. Rendering in areas subjected to prolonged direct sunlight shall be avoided. Scaffolding works shall be erected such that there are no putlog holes and other breaks in render coats.

Rendering shall be applied after the installation of sub-frames for the apertures in external walls, and shall be applied flush against such sub- frames.

### 4.1.4 Prescribed Cement-Based Mortar

Prescribed cement-based mortar shall consist of the application of a mortar containing Portland cement and sand, in prescribed proportions, to the external or internal surface of the building, in one or more layers.

The mix proportions for cement-based renderings shall normally conform to BS 5262, Code of Practice for External Renderings and BS 5492, Code of Practice for Internal Plastering.

Cement, for use in mortar shall conform to BS EN 197-1 CEM 1/42.5.

Sand for use in cement-based mortar shall comply with BS EN 13139. Sand shall have a grading characteristic suitable for the required texture.

For the Finishing Coat, the grade shall be adjusted to suit the type of finish indicated in the Drawings or BOQ. For smooth, textured finishes, it may be necessary to remove the coarser particles, whilst for the scraped texture finish, a larger proportion of coarser material may be retained.

Only drinking quality water free any organic matter or sediments shall be used.

Cement-based mortar may incorporate additives (eg. air-entrainers) conforming to BS EN 934, and compatible with the other mortar constituents. The use of calcium chloride, or additives containing calcium chloride, is prohibited. These shall be submitted for the approval of the Supervisor, accompanied by full technical literature.

Cement-based mortar may incorporate lime to EN 459-1. This shall be submitted for the approval of the Supervisor.

Constituent materials may be batched by volume, using clean and accurate gauge boxes or buckets. The mix proportions shall be based on damp sand, with adjustments being made to the mix proportions to compensate for dry sand. Mixing of the mortar shall be carried out in a pan type, or a tilting-drum mixer, properly maintained and in a clean condition.

### 4.1.5 Pre-mixed (Factory-made) Cement-Based Rendering Mortar - General

Pre-Mixed (factory-made) cement-based renderings shall consist of mortar containing Portland cement and sand, in agreed proportions, to the external or internal surface of the building, in one or more layers.

Pre-mixed cement-based renderings shall conform to EN 998-1.

### 4.1.6 Internal Pre-Mixed (Factory-Made) Cement-Based Rendering Mortar

Cement-based mortar for internal use shall consist of one Base Coat and one plain Finishing Coat, with an overall thickness of 13mm on vertical surfaces and 10mm on ceilings, exclusive of keying depths and dubbing coats.

If metal lathing is used, this overall thickness shall be achieved from the surface of the metal lathing.

Cement-based rendering for internal use to receive a Gypsum finish coat shall have an overall thickness of 9-10mm on vertical surfaces, and 7mm on ceilings, ready to receive a 3mm thickness of Gypsum. The nominal size of the Base Coat shall be less than 1.5mm. The thickness of the Base Coat plaster shall be 10mm (7mm for Ceilings).

The hardened plaster shall be vapour-permeable with a µ value of ≤12. The hardened plaster shall have a compressive strength of Class CS III. The fire rating shall be Class A1.

The nominal size of the Finishing Coat plaster shall be less than 0.6mm. The thickness of the Finishing Coat plaster shall be 3mm.

The hardened plaster shall be vapour-permeable with a µ value of ≤12. The hardened plaster shall have a compressive strength of Class CS II. The fire rating shall be Class A1.

### 4.1.7 External Pre-Mixed (Factory-Made) Cement-Based Rendering Mortar

Cement-based mortar for external use shall consist of one Base Coat and one plain Finishing Coat having similar properties to those indicated for internal applications except for the following:

Exposure classification – External Mortar

The classification of external environmental exposure shall normally be set for Severe Environment.

The external exposure categories shall be as follows:

A. Sheltered and Moderate

B. Severe

CLASSES – External Mortar

The class of external cement-based renderings shall be as follows:

A Sheltered and Moderate Environment

Capillary water Absorption Class W1 (EN 998-1).

B Severe Environment

Capillary water Absorption Class W2 (EN 998-1).

Compressive Strength Class – External RENDERINGS

The compressive strength class of external renderings shall be as follows:

A Sheltered and Moderate Environment

Class CS III (EN 998-1)

B Severe Environment

Class CS IV (EN 998-1)

Cement-based rendering for external use shall normally have a single undercoat thickness of 8-12mm.

Where metal lathing is used, a first Base Coat of 3-6mm thickness shall be required, followed by a second Base Coat of 10-14mm thickness.

The Finishing Coat shall be less than 8mm thick for a plain smooth finish, and 8-11 mm thick for a scraped finish (before scraping).

### 4.1.8 Beads and Stops

Beads and stops shall be used in external angles, and stop ends, except where specified otherwise. At corners, neat mitres shall be used at return angles. Beads and stops for internal use shall be aluminium type or approved non-corrodible equivalent, such as uPVC.

Beads and stops shall be securely fixed mechanically using the longest possible lengths, properly plumb, square and true to line and level, ensuring full contact of the wings with the substrate. After the coatings have been applied, surplus material shall be removed, when still wet, from the surfaces of beads/stops exposed to view.

### 4.1.9 Pre-mixed Internal Plastering

Internal plastering shall consist of the application of a high quality proprietary gypsum-based, or lime-based, finishing mortar applied to internal wall surfaces.

Internal plastering shall conform to the recommendations of BS 5492: 1990, Code of Practice for Internal Plastering.

Gypsum plaster shall be applied in two layers, namely a Base Coat and a Finishing Coat.

### 4.1.10 Pre-Mixed Internal Plastering – Preparation and Application

The Base Coat shall consist of a 10mm pre-mixed plaster based on gypsum, hydraulic lime and additional materials such as expanded perlite and specific additives to assist fluidity control, support adherence, setting and working times. The nominal size of the Base Coat plaster shall be less than 1.5mm.

The hardened plaster shall be vapour-permeable with a µ value of ≤8. The hardened plaster shall have a compressive strength of ≥ 2.5MPa. The fire rating shall be Class O.

When using a gypsum-based Base Coat for stone masonry surfaces, the same precautions for the substrate surfaces shall be taken as described for cement gauged renders.

Smooth concrete and dusty surfaces shall be treated with an appropriate adhesion primer, consisting of organic resins in a water-based emulsion.

The Base Coat plaster shall be applied initially as a thin coat firmly worked into the substrate, and then gradually brought to full specification thickness. The coat shall be brought to a level surface using a metal straight edge, and shall then be cross-scratched to form a mechanical key.

Base Coats on adjacent dissimilar materials shall be assisted by isolation layers and metal lathing, as specified above, and by plastering on metal lathing, after ensuring that the lathing is taut and fixed with key facing outwards.

Tying wire ends shall be bent inwards, and any cut edges, staples or nail heads shall be painted with bitumen to avoid rust staining.

Plasters shall be mixed in a paddle-type mixer, with machines and containers cleaned frequently, at least after every batch mix of gypsum plaster, and whenever different materials are used. Gypsum plasters shall not be used if initial set occurs before application.

The Finishing Coat for gypsum plastering shall be 3mm thick and shall be laid with a trowel, so as to achieve a tight matt smooth surface with no hollows, abrupt changes of level or trowel marks.

Rapid, premature or uneven drying out of the final coat shall not be allowed.

The Finishing Coat gypsum shall consist of gypsum, hydrated lime, rock powder and special adhesives and additives to increase workability and adhesion. The nominal size of the Base Coat plaster shall be less than 0.2mm. The hardened plaster shall be vapour-permeable with a µ value of ≤10. The hardened plaster shall have a compressive strength of ≥ 2.0MPa. The fire rating shall be Class O.

The Finishing Coat shall be applied using a stainless steel rectangular trowel, over the whole surface. The trowel shall have specially ground edges, and shall be made from extra-hard stainless and abrasion-proof steel. The finished surfaces shall be even and consistent and free from rippling, hollows, ridges, cracks and crazing. The finished surface shall be to a true plane, to the correct line and level, with angles and corners to the right angle, unless specified otherwise, and with walls and reveals plumb and square.

Surface flatness/regularity shall be acceptable if the deviation of the surface from a 1.8m straightedge does not exceed 3mm.

The Contractor shall be required to prepare sample applications of the proprietary renders, on a variety of substrates and to retain the samples on site for a period of time specified by the Supervisor, before the use of such renders is approved.

### 4.1.11 Application of Layers

Coats shall be applied firmly in a continuous operation, between angles and joints to achieve a good adhesion to the previous coat. Undercoats shall be ruled to an even surface. When the undercoat has begun to stiffen, the surface shall be scored with a comb, so as to form wavy horizontal lines, spaced approximately 20mm apart, and 5mm deep, or cross- scratching.

Coats shall be applied in such a sequence that ensures a finishing layer that is slightly weaker than the background layer.

The undercoat shall be left for at least a week before the final coat is applied, in order to allow any cracking from the initial shrinkage to occur. In warm dry weather, the undercoat shall be cured by draping it with sheet polythene, held against the surface to prevent evaporation. When applying the undercoat on metal lathing, care shall be taken to work the render well into the interstices to obtain maximum key.

The final coat for smooth cement-sand finish shall be laid with a trowel, so as to achieve a tight matt smooth surface with no hollows, abrupt changes of level or trowel marks. The final coat for scraped cement-sand finish shall be scraped some hours after application, using a wooden float faced with expanded metal, or using an old saw blade. The scraping shall be sufficient to evenly remove the surface skin of the mortar and expose the larger particles of aggregate. Some of the aggregate will be dragged from the mortar by the scraping action. After scraping, the surface shall be lightly brushed with a soft brush to remove all dust, and to produce a clean crisp texture. About 3mm of thickness is expected to be removed by the scraping of a saw blade.

Rapid, premature or uneven drying out of the final coat shall not be allowed, and in warm or windy weather, the final coat shall be damped down, or sprayed gently with water. Curing under polythene sheeting shall be allowed provided the polythene can be arranged to hang clear of the surface in such a way that it does not form a funnel through which the wind could increase the rate of evaporation, and in such a way as to prevent the polythene sheeting from intermittent contact with the face. The surface shall be protected from rain. Curing shall last for a minimum period of 3 to 4 days.

The finished surfaces shall be even and consistent and free from rippling, hollows, ridges, cracks and crazing. The finished surface shall be to a true plane, to the correct line and level, with angles and corners to the right angle, unless specified otherwise, and with walls and reveals plumb and square. Surface flatness/regularity shall be acceptable if the deviation of the surface from a 1.8m straightedge does not exceed 3mm.

### 4.1.12 Propietary Renderings for External Use – Silicate or Acrylic-Silicone

Proprietary renderings for external use shall consist of pre-mixed renders based on silicate or acrylic-silicone binders, applied to produce a durable surface, with specific surface textures, and, in particular, the texture referred to as "graffiato" .

These renders shall contain specially selected quartz sand, or other inert fillers, with special additives, suitable for providing a durable coating, with high permeability to water vapour, and a high water resistance, as well as resistance to algae and fungal attack, loss of colour and degradation with time.

They shall have an integral colour based on inorganic pigments with a high photo-stability. It shall also be fire retardant. It shall have a good adhesive power, and a good interactivity with the mineral substrate. They shall be capable of application with a steel spatula, to the specified thickness, and, once dry be given a uniform "graffiato" or equivalent texture finish.

Silicate and Acryl-Silicone renderings shall consist of a proprietary render, nominal size < 3.0mm, free of solvents, and containing natural fillers such as marble and quartz, limestone and sand, capable of optimum adhesion with mineral substrates and developing a high mechanical resistance.

The render shall have an integral colour. It shall be resistant to UV radiation. It shall be laid in a single operation. Partial renderings shall be separated by straight, horizontal merge lines as agreed with the Supervisor.

### 4.1.13 Drip moulds

Any external horizontal surface facing ground shall have a plastic drip mould installed, at approximately 50mm from every edge. This drip mould shall be made from plastic and embedded within the thickness of the external plastering.

The drip mould, when installed, shall be levelled and made parallel to the external edge. Method of fixing shall be discussed and approved with the supervisor. Any necessary fixing fixtures and fittings shall be made of stainless steel.

### 4.1.15 Plaster mesh reinforcement

The mesh shall be alkali-resistant glass fibre mesh. Its weight must not be less than 150 g/m2.

The mesh shall be in conformity with ETAG 004 guide. Technical data sheet is to be submitted to the Supervisor for approval.

The fibre mesh is to be completely embedded in the rendering layer to be reinforced. The application procedure shall be as specified by its technical data sheet.

The fibre mesh is to be applied at all junctions between masonry and HCB or concrete surfaces. The overlapping shall be a minimum of 10cm or as specified by the technical documentation.

## 4.2 Painting works

The services to be rendered under the present heading refer to the painting of the following:

* 1885 sqm of internal wall surfaces
* 921 sqm of ceiling surfaces
* 1118 sqm of external wall surfaces
* 265 sqm of external projections

Paint colour scheme is to match the colour scheme at the adjacent Sustainability Development Centre.

### 4.2.1 Compliance

Compliance shall be demonstrated through submission of technical data sheets.

The Supervisor may approve and/or reject any product which is deemed not to be suitable for the works required and the Contractor shall oblige and replace to the Supervisor’s satisfaction, at no additional cost to the Contractor. In any case, products shall comply with the requirements of the tender, and the Contractor shall bear ultimate responsibility and liability for performance, and any consequence of non-compliance.

### 4.2.2 Declarations

Bidders must declare that the following materials/substances will not be used in the building:

* Products which contain sulphur hexafluoride (SF6);
* Indoor paints and varnishes1 with a content of solvents (volatile organic compounds (VOCs) with a boiling point of 250°C maximum) higher than;
* For wall paints (according to EN 13300): 30 g/l (minus water);
* For other paints with a spreading rate of at least 15 m²/l at a hiding power of 98% opacity: 250 g/l (minus water);
* For all other products (including paints that are not wall paints and that have a spreading rate of less than 15m2/l, varnishes, wood stains, floor coatings and floor. paints, and related products): 180g/l (minus water).

Verification:

* Bidders must declare that these products/substances will not be used in the building;

### 4.2.3 Painting services - General

Painting shall be carried out in one coat undercoat and 2 coats of quality paint.

The paint used shall be certified for use in interior spaces or exterior surfaces as applicable. Emulsion paint used for interior surfaces shall be certified as providing complete fungal resistance (Total absence of growth)

Exterior paint shall be of the sand type.

The paint shall consist of high durable paint and shall match the existing colour scheme of the adjacent Sustainability Development Centre.

The Contractor shall supply certification for the paint used.

All paints shall be thoroughly mixed and stirred before use. They shall be stored in such a way that minimizes exposure.

Thinning of materials, where necessary shall be carried out with the type of thinner and to the proportions recommended by the manufacturer of the paint.

Substrate shall be thoroughly cleaned down to remove all dirt, grease, plaster and mortar deposits, efflorescence and under bound slurry, by brushing or rubbing with a dry cloth followed by wiping with a damp cloth. The surface shall then be allowed to dry. The surface shall be brushed to remove any loose aggregate. Any surface mould growths shall be removed, and residual growths shall be treated by washing with fungicidal wash, or approved equivalent. Cracks, holes and other imperfections shall be cut out and made good. Such making good shall be allowed to dry out thoroughly. Any fillers used shall be in accordance with the manufacturer's recommendations.

Each coat of paint shall be allowed to dry out before the next coat is applied.

No exterior or exposed painting shall be carried out under adverse weather conditions.

No primer coats shall be applied until the surfaces have been approved by the Supervisor. No undercoat or finishing coats shall be applied until previous coats have been similarly inspected and approved.

Colours and textures shall be approved by the supervisor and provision must be made for the execution of trial areas on site as required.

Painting shall be applied in a sequence and adjusted to take into account the completion timeframes of other trades. Paintwork shall only be applied in the appropriate conditions of temperature, humidity and cleanliness. For interior work, painting shall be applied only after the interior space is weather-tight, maintained at temperature and humidity levels, and lit to the levels, similar to those prevailing when the school building is occupied, unless otherwise specified. Paint shall be roller applied. All paintwork shall be left clean and unblemished, and all surfaces adjacent to painted surfaces cleaned from droppings or other marks.

## 4.3 Tile Laying Works

### 4.3.1 Compliance – Sample Size and Frequency of Sampling (Where Applicable)

Where applicable, sample size and frequency of sampling for compliance shall be established on the basis of standard statistical guidelines.

### 4.3.2 Compliance – Testing and Certification

Compliance shall be demonstrated through certification of products and/or processes as outlined in the ensuing clauses.

### 4.3.3 General

Ceramic tiles shall comply with EU Directive 89/106.

### 4.3.4 Classification and Testing

The classification of ceramic tiles shall be in accordance with ISO 13006.

The testing of ceramic tiles shall be in accordance with ISO 10545.

### 4.3.5 Ceramic Tiles (General)

In principle, internal ceramic tiles shall be 60cm by 60cm, or as otherwise stated. The typical floor tile thickness should be greater or equal to 8mm.

Ceramic floor tiles shall be full body, impervious, non-slippery, generally single-pressed, single fired fine gres (first quality).

Ceramic floor tiles shall either be glazed or unglazed as indicated in the Bill of Quantities and/or the drawings.

The specific surface texture (and colour) shall be based on white/ beige/ grey colour (or as indicated in the drawings or Bills of Quantities) and is to be discussed and approved with the supervisor. The Supervisor may approve and/or reject any product which is deemed not to be suitable for the works required and the Contractor shall oblige and replace to the Supervisor’s satisfaction, at no additional cost to the Contractor. In any case, products shall comply with the requirements of the tender, and the Contractor shall bear ultimate responsibility and liability for performance, and any consequence of non-compliance.

Ceramic floor tiles shall be supplied with all the necessary special pieces, trims and special connecting pieces so as to eliminate any sharp edges. This shall include pieces for skirting, inserts, step tiles of various kinds (eg. Tread, Bullnose and Double Bullnose), L-shaped elements, border tiles, balcony lipping, flutes, ribbings, jollies, ogees, and sill elements.

### 4.3.6 Ceramic Tiles High Grip Areas - Dimensions

The typical floor tile dimensions shall be 60cm x 60 cm or as indicated in the drawings or Bills of Quantities and shall be agreed with the Supervisor.

The typical floor tile thickness should be greater or equal to 8mm.

### 4.3.7 Ceramic Tiles (Wall)

The typical ceramic wall tiles shall be dry pressed, single or double fired with a “bisque” of fine earthenware majolica.

Ceramic wall tiles shall be glazed.

### 4.3.8 Ceramic Tiles (Wall) – Size and Thickness

The typical wall tile dimensions shall be 60cm x 30 cm as indicated in the drawings or Bills of Quantities and shall be agreed with the Supervisor.

The typical floor tile thickness should be greater or equal to 8mm.

### 4.3.9 Submissions

The Contractor shall provide a selection of white, beige/ brown and grey colour tiles with the above mentioned characteristics to the Supervisor to select the appropriate colour for the different areas that require tiling. The Contractor shall submit actual size samples of the elements to be supplied and demonstrate the fixing system proposed in sample areas when so instructed by the Supervisor. Such sample areas shall be formally presented for the approval of the Supervisor, and once approved, shall be used as quality prototypes against which the quality of the work laid shall be checked.

### 4.3.10 Preparatory Works

The Contractor shall check that all preparatory work is sufficient, that the levels and tolerances required for his work have been achieved, and if not, shall carry out remedial work to correct such levels or tolerances. In particular, this remedial work may include concrete rendering to vertical wall surfaces to bring in line with vertical surfaces before starting tiling works.

All walls which are to receive ceramic tiling are to be properly hacked to achieve a good key.

All waterproofing works shall be completed before installation of tiling works. Nevertheless, the Contractor shall check such water-proofing layers where still exposed, and may be required by the Supervisor to carry out remedial work prior to installation of tiling. In particular, the Contractor shall check that all top edges of water-proofing membranes are sealed using proprietary tape, or equivalent, prior to covering with tiling.

All horizontal surfaces shall be laid to the falls indicated on the drawings.

### 4.3.11 Placing

Tile patterns shall be as indicated in the submitted and approved setting out drawings provided by the Contractor and approved by Supervisor. The Contractor will be required to submit proposals to indicate tolerances, corner details, detailed methods of fixing, and patterns, to show how the design intent specified will be respected.

The laying of the tiling to floors and walls shall conform to industry best practices. The Supervisor reservies the right to request the Contractor to remove any tiles laid and re-lay them at the Contractor’s expense. Such process shall be repeated until the supervisor is in a position to confirm suitability in line with industry best practices

Cement used in mortar bedding shall conform to BS EN 197: 2000, (Type CEM 1/42.5). Sand shall conform to Type A in BS EN 13139: 2002. Coarse aggregate shall conform to BS EN 12620: 2002. Preparation of mortar bases shall conform to BS 8204-1:2002. Lime shall conform to BS EN 459-1:2001. Ready-mix mortars shall conform to BS 4721: 1981.

Where applying tiling to walls, soft joints shall be raked as per Supervisors instructions, in order to provide additional key. Where hacking of a surface is required for additional key, substrates shall be roughened thoroughly and evenly, removing a surface to a depth as directed on site by the Supervisor. Substrates shall be wet before applying tiling.

Bedding for ceramic tiles shall consist of the existing concrete floor surface and walls. The tiles are to laid using adhesive and proprietary grouts, making sure that the surface is free from dust and debris.

The tiles shall be laid with their edges forming a straight unbroken line in each direction and carefully tapped down to a uniform even surface without ridges or corrugation. Tiles are to be soaked for a period of 6 hours previous to laying and shall be stacked to drain. All joints shall be finally sealed by proprietary grouting.

The tiles are to be sloped as necessary wherever there is a change in level, or a transition between tiled area and any other particular area, including external areas. The slope shall be kept within acceptable accessibility limits of 1:20.

After the tiles are firmly fixed, but before any dirt or contamination can enter the joints, all joints shall be grouted with proprietary grouting by sweeping and rubbing to match the tile colour.

### 4.3.12 Joints

Joints of tiling shall be true to line, continuous, and without steps.

Proprietary joint spacers shall be provided for floor tiles. The joint spacing shall be as indicated in the drawings or as otherwise agreed with the Supervisor.

Joints on walls shall be aligned around corners, and to vertical and horizontal lines. Joints on floors shall be aligned to the main axis or to other features in the floors. Joints in floors and in skirting shall be aligned; similarly, as far as possible, joints in floors and walls shall be aligned. Setting out around openings, fittings, movement joints, drainage points, or other features instructed by the Supervisor, shall be submitted for the approval of the Supervisor before proceeding.

Tile movement control joints in floors shall be pre-bonded neoprene or nitriflex insert movement joints. They shall typically consist of aluminium side plates. The sections shall be suitable for fixing in sand/cement mortar bedding, and shall be fixed to the base by means of stainless steel screws, washers and plugs at about 300mm, or as instructed by the manufacturer. The joints shall include stainless steel tie bars, and flexible foam rubber "tails", as necessary, for fixing depths greater than 40mm. The joints shall be centred over the joint in the base, and shall be set to the exact finished level of the floor. These tile movement joints shall be every ten tiles in all directions or as otherwise stated by the Supervisor.

### 4.3.13 Skirting (if applicable)

Skirting with the same properties of the ceramic floor tiles is generally of the sit-on type and beveled top, that is, skirting shall be bedded to the walls after laying floor tiles. Cutting of ceramic tiles to obtain skirting tiles will not be allowed. Two coats of bitumen shall be applied to soft stone surfaces below the damp proof course before fixing the skirting tile.

### 4.3.14 Delivery to the Site

Elements delivered on site shall be checked to ensure that they are:

* + 1. Undamaged, and their edges and corners not chipped;
    2. Of the specified dimensions and geometry;
    3. worked so that the material bedding is normal to applied loading;
    4. Worked so that the joints are at right angles to the direction of the pressure exerted on them in conditions of use in the final position.

Elements delivered on site shall be handled by hand or tackle, crane or other suitable mechanical aids, in such a way as not to cause any damage, and shall be stored in a manner that provides adequate protection from humidity, mechanical damage, distortion, contamination or deterioration. Whenever possible, materials shall be handled on the suppliers' pallets, cases or other packing. Lifting hooks, slings and forks shall be used only at the places, and in the manner intended by the manufacturer or supplier. Vulnerable edges shall be protected by spreaders placed under the load. Materials intended for use as whole units shall not be tipped or dumped upon delivery to site.

The Contractor shall set out the work and make good defects in the existing base deemed necessary for the proper execution of the works.

### 4.3.15 Setting Out

The Contractor shall set out the works as follows:

* Establish the correct floor datum level;
* Control the finished floor levels by a series of ‘spot levels’;
* Avoid or minimize unsightly cutting;
* Ensure cut units present a balanced appearance when laid and are kept as large as possible;
* Ensure correct joint location and flooring patterns;
* Establish the position of movement joints if any.

When setting out of tiling works particularly wall tiling works, the Contractor shall:

* Establish a vertical centerline in each plain area;
* Obtain truly horizontal joint lines;
* Ensure that cut tiles are neatly cut, are kept as large as possible and are laid to present a balanced appearance.

### 4.3.16 Granular Fill for Bringing Up Levels

Granular fill material for bringing areas up to leveI shall be made of washed hard stone aggregate (chippings) with a nominal 9mm diameter.

Compaction shall be carried out at the material's optimum moisture content in compacted layers not exceeding 200mm in depth.

The Contractor shall adopt either the Method or End product procedure for compaction as indicated in the ADT Specification for Roadworks.

### 4.3.17 Granular Subbase Material Types 1, 2 and 4

Granular Subbase material Type 1 shall comply with ADT (Malta) Specification for Roadworks, Volume 1, Series 800, clause 803.

Granular Subbase Type 2 material shall comply with ADT (Malta) Specification for Roadworks, Volume 1, Series 800, clause 804.

Granular Subbase Type 4 material shall comply with ADT (Malta) Specification for Roadworks, Volume 1, Series 800, clause 806.

The material shall be placed and compacted as indicated in ADT (Malta) Specification for Roadworks, Volume 1, Series 800, clause 801 with particular reference to Table 8/1.

Compaction shall be carried out at the optimum moisture content (+/- 2%). Segregation of material shall be avoided.

The finished surface levels of subbase material shall have a tolerance of +/- 20mm.

### 4.3.18 Aggregates

Aggregates for unbound and hydraulically bound layers shall comply with EU Directive 89/106/EEC. The technical characteristics shall comply with EN 13383-1.

### 4.3.19 Screeds

Unless otherwise indicated, leveling screeds shall be unbonded, or floating cement-sand screeds, conforming to BS EN 13813. Installation shall be as per Code of Practice BS 8204-1:2002. Leveling screeds to treads, risers and landings, where required, shall be bonded screeds.

Laying course material shall consist of graded hardstone aggregate passing nominal size 10mm. This aggregate shall be free from soil, clay and organic substances. It shall be laid, spread, adequately wetted and compacted to the required formation thickness and also laid to falls when required.

Conduit sleeves for services shall be haunched up in a 1:4 cement-sand mix on both sides of the conduit piping.

### 4.3.20 Adhesives and Grouts

Adhesives for tiles shall comply with EU Directive 89/106/EEC. The technical characteristics shall comply with EN 12004.

Grout for tiles shall comply with EU Directive 89/106/EEC. The technical characteristics shall comply with EN 13888.

Proprietary adhesives shall be used for all tiles. Cementitious adhesives shall be of Class C1; Polymer-modified adhesives shall be of Class C2 having a water absorption of ≤ 0.5%.

Deformable adhesives shall be Class S1 or S2 to EN 12002.

Proprietary grouts shall be used for all tiles. The colour of grouting shall be approved by the Supervisor. Cementitious grouts shall be of Class CG1 or CG2; Epoxy grouts shall be of Class RG.

The Contractor shall submit proprietary technical literature for the proposed grout. This literature shall clearly indicate whether the grout conforms to the appropriate standards of hygiene requirements of specific areas to be tiled.

Grouting shall not commence before bedding mortar or adhesive has set sufficiently to prevent disturbance of tiles or paving. Joints shall be at least 6mm deep, and shall be free from dust and debris. Joints shall be filled completely, with the grout tooled to profile, and the surface cleaned off and left free from blemishes. Grouting shall be polished off with a hard clean cloth when hard.

The Contractor shall produce proprietary literature for the grout that shall be used in all remaining areas. This literature shall indicate that the grout conforms to the requirements or the appropriate standards of hygiene that are determined by the use of the areas to be tiled.

Superfluous grout shall be washed clean off the finished surface after the grouting has nearly set and the tiling is to be left clean for inspection. All excess material shall be removed.

### 4.3.21 Compliance with Sustainability requirements (Green Public Procurement Criteria)

The tiles shall follow the existing Green Public Procurement criteria, relative to the purchase of hard floor coverings with low life cycle environmental impacts. Accordingly:

* No substances or preparations that are assigned any of the following phrases (or combinations thereof) as laid down in Council Directive 67/548/EEC and its subsequent amendments may be added to raw materials.
* R45 may cause cancer
* R46 may cause heritable genetic damage
* R49 may cause cancer by inhalation
* R50 very toxic to aquatic organisms
* R51 toxic to aquatic organisms
* R52 harmful to aquatic organisms
* R53 may cause long term adverse effects in the aquatic environment
* R54 toxic to flora
* R55 toxic to fauna
* R56 toxic to soil organisms
* R57 toxic to bees
* R58 may cause long-term adverse effects in the environment
* R59 dangerous for the ozone layer
* R60 may impair fertility
* R61 may cause harm to unborn child
* R62 possible risk of impaired fertility
* R63 possible risk of harm to the unborn child
* R68 possible risk of irreversible effects

Alternatively, classification may be considered according to Regulation (EC) No 1272/2008 of the European Parliament and of the Council as amended. In this case no substances or preparations may be added to the raw materials that are assigned, or may be assigned at the time of application, with and of the following hazard statements (or combinations thereof): H350, H340, H350i, H400, H410, H411, H412, H413, EUH059, H360F, H360D, H361f, H361d, H360FD, H361fd, H360Fd, H360Df, and H341.

The above requirement does not apply to the quota of closed-loop recycled materials used by the process and defined as a material that is extracted from the production system and is returned to the same production system, eventually after a recycling treatment.

Where lead and cadmium (or any of their compounds) are used in the additives, their content shall not exceed the following limits: Lead (0.5 % in weight of the glazes), Cadmium (0.1 % in weight of the glazes)

Verification of the above shall be through **EMAS OR ISO 14001** certificates or equivalent certificates issued by bodies conforming to Community law or the relevant European or international standards concerning certification based on environmental management standards.

## 4.4 Laying of Epoxy Resin Flooring

### 4.4.1 Compliance – Submittals

Product Data: For each type of product – the Contractor is to provide the manufacturer’s technical data, application instructions, and recommendations for each resinous flooring component required.

The Supervisor may approve and/or reject any product which is deemed not to be suitable for the works required and the Contractor shall oblige and replace to the Supervisor’s satisfaction, at no additional cost to the Contractor. In any case, products shall comply with the requirements of the tender, and the Contractor shall bear ultimate responsibility and liability for performance, and any consequence of non-compliance.

### 4.4.2 Delivery, storage and handling

Deliver materials in original packages and containers, with seals unbroken, bearing manufacturer's labels indicating brand name and directions for storage and mixing with other components.

As part of the reporting accompanying the invoice, the Contractor shall provide photos confirming such.

### 4.4.3 Products

The product shall be a seamless crack free hardwearing epoxy resin seal coat with the following characteristics:

1. Good chemical and mechanical resistance capable to withstand 500 kilos of moving load;
2. Water permeability;
3. Choice of various colours, matt / gloss finish;
4. Slip resistant surface
5. Impact and scratch resistant
6. Seamless.

### 4.4.4 Preparation

Prepare and clean substrates according to resinous flooring manufacturer's written instructions for substrate indicated. Provide clean, dry substrate for resinous flooring application.

Provide sound concrete surfaces free of laitance, glaze, efflorescence, curing compounds, form-release agents, dust, dirt, grease, oil, and other contaminants incompatible with resinous flooring.

Repair damaged and deteriorated concrete according to resinous flooring manufacturer's written instructions.

Verify that concrete substrates are dry and moisture-vapor emissions are within acceptable levels according to manufacturer's written instructions.

Use patching and fill material to fill holes and depressions in substrates according to manufacturer's written instructions. Existing trenches and rough floor surface are to be reinstated with smooth concrete finish to compliment existing concrete finish and levels.

Treat control joints and other non-moving substrate cracks to prevent cracks from reflecting through resinous flooring according to manufacturer's written instructions.

Resinous Materials: Mix components and prepare materials according to resinous flooring manufacturer's written instructions.

### 4.4.5 Application

Apply components of resinous flooring system according to manufacturer's written instructions to produce a uniform, monolithic wearing surface of thickness indicated:

* Coordinate application of components to provide optimum adhesion of resinous flooring system to substrate, and optimum intercoat adhesion.
* Cure resinous flooring components according to manufacturer's written instructions. Prevent contamination during application and curing processes.
* Expansion and Isolation Joint Treatment: At substrate expansion and isolation joints, comply with resinous flooring manufacturer's written instructions.

Primer: Apply primer over prepared substrate at manufacturer's recommended spreading rate.

Aggregates: Broadcast aggregates at rate recommended by manufacturer and, after resin is cured, remove excess aggregates to provide surface texture indicated.

Troweled or Screeded Body Coats: Apply troweled or screeded body coats in thickness indicated for flooring system. Hand or power trowel and grout to fill voids. When body coats are cured, remove trowel marks and roughness using method recommended by manufacturer.

Grout Coat: Apply grout coat, of type recommended by resinous flooring manufacturer, to fill voids in surface of final body coat.

Topcoats: Apply topcoats in number indicated for flooring system and at spreading rates recommended in writing by manufacturer and to produce wearing surface indicated.

### 4.4.6 Protection

Protect resinous flooring from damage and wear during the remainder of construction period. Use protective methods and materials, including temporary covering, recommended in writing by resinous flooring manufacturer.

## 4.5 Aluminium doors and windows and garage doors

### 4.5.1 Works related to the installation of doors and windows

The Contractor shall manufacture, supply, delivery and installation of fixtures as per document attached Table 1 – Apertures.

Measurements may vary given that civil works are ongoing at the time of publication of this tender, and hence the Contractor shall ensure that all measurements are re-checked on site prior ordering / manufacture of apertures. **No additional payments will be made due to any difference in variations, and any additional costs will be absorbed by the Contractor.**

Table 1 – Apertures and its contents are considered to form part of these technical specifications.

The Contractor shall ensure abidance with the EU Construction Products Regulation (CPR), and standards emanating therein insofar as applicable to the present tender, and the apertures-materials identified herewith.

Colour of all doors and windows, including garage doors shall be light grey, insofar as possible similar to the aluminium fixtures forming part of the Xrobb l-Għaġin Sustainable Development Centre which lies adjacent to the Site where the Wildlife Rehabilitation Centre is being developed.

For the sake of avoidance of any doubt, during Tender implementation stage, the Contractor shall supply a sample of the materials to be installed for the approval of the supervisor.

The Supervisor may reject any colour which is deemed not to meet such a requirement and the Contractor shall oblige and replace to the Supervisor’s satisfaction, at no additional cost to the Contractor.

### 4.5.2 Aluminium doors and windows

The Contractor shall ensure that all aluminium doors and windows installed match in design, specifications, and colour the doors and fixtures forming part of the Xrobb l-Għaġin Sustainable Development Centre which lies adjacent to the Site where the Wildlife Rehabilitation Centre is being developed.

All aluminium shall be certified as suitable for a marine environment. The Contracting Authority is not entering into the merits of whether Contractors should offer anodized or powder-coated aluminium, or otherwise; that is up to the Bidders to decide, provided however that a Manufacturer’s certificate is provided to certify suitability for marine environment. Without prejudice to the generality of this clause, the Contractor shall ensure abidance with the relevant EN standard/s, depending on the type of aluminium which is declared at bidding stage.

All doors and windows shall be double glazed, with inert gases used for insulation (e.g. argon, krypton or similar). In its technical Offer, the Bidder shall indicate which gas is to be used. Certification shall be provided at Contract implementation stage.

Insofar as possible Contractors shall ensure compliance with sustainability criteria at manufacture. Verification of the above shall be through EMAS OR ISO 14001 certificates or equivalent certificates issued by bodies conforming to Community law or the relevant European or international standards concerning certification based on environmental management standards.

### 4.5.3 Garage doors

Two garage door shall be installed as part of the present tender as identified in Table 1 – Apertures

The garage doors to be of the roller-shutter-type. The housing for the roller shutter shall form part of the scope of the tender. It shall be located immediately behind the reinforced concrete lintel, on the inside of the Centre.

The garage doors shall be certified as suitable for a marine environment and very strong winds.

Without prejudice to the generality of this clause, the Contractor shall ensure abidance with the relevant EN standard/s, depending on the type of material which is declared at bidding stage.

Complete with all necessary accessories, seals, locks etc as might be applicable. Any such supporting element, shall be included in the tender offer.

The Contractor shall ensure that the garage door is secure. The Supervisor may request, the installation of any additional stability/security feature necessary to ensure stability and security of the door in question.

Adjustment to levels: The contractor shall allow for the formation of smooth surfaces at the interface between different surfaces and adjustments to levels between different areas in the building/s, including between same materials and between different finish materials, new finishes to floors and existing finishes including internal / external finishes interface, and as instructed by the Architect and Engineer in charge of works.

### 4.5.4 Acceptance and warranty

All doors and windows, including garage door and internal doors, shall be installed subject to the approval of the Supervisor, who may refuse to certify acceptance of installation if the said fixtures. With regards to the external doors, windows and garage door, the Supervisor may also refuse to accept apertures which are not similar in colour to the fixtures forming part of the Xrobb l-Għaġin Sustainable Development Centre which lies adjacent to the Site where the Wildlife Rehabilitation Centre is being developed.

The Contractor shall warrant all doors and windows, including garage door, for at least two years from the date of commissioning. Nothing shall preclude bidders from providing a longer warranty.

## 4.6 Spiral Staircase and roof hatch opening

### 4.6.1 Measurements

The Contractor shall manufacture, supply, delivery and installation a spiral staircase to provide spiral staircases to access to the roof of the Wildlife Rehabilitation Centre. The vertical height to be covered by the spiral staircase shall be of circa 4.48m.

The contractor shall fix the spiral staircase through the roof opening as instructed by the Supervisor of works. The contractor shall include the provision of a water tight, openable roof opening (hatch), to allow for access to roof level and at the same time ensuring the building water tight and weather proof.

Measurements may vary given that civil works are ongoing at the time of publication of this tender, and hence the Contractor shall ensure that all measurements to be re-checked on site prior ordering / manufacture of apertures. **No additional payments will be made due to any difference in variations, and any additional costs will be absorbed by the Contractor.**

### 4.6.2 Other relevant specifications

The step of such a spiral staircase shall be made of anti-slip material, such as but not necessarily limited to chequered plate or threaded plate to provide increased grip against the risk of slipping.

The spiral staircase, including steps, shall be made of aluminium or other non-corrosive material, and shall be inclusive of both steps, supporting structure as well as railing. This shall be confirmed by manufacturer’s certificate.

The Contractor shall provide a warranty of two years against any form of corrosion. Such warranty shall guaranty the replacement of the staircase in part or in whole of any corroded parts.

# SECTION 5 – SUPPLEMENTARY DOCUMENTATION

## 5.1 – Draft Contract Form

## 5.2 – Glossary

## 5.3 – Specimen Performance Guarantee

## 5.4 – Specimen Tender Guarantee

## 5.5 – General Conditions of Contract

The full set of General Conditions for Works Contracts, for Supplies Contracts and for Services Contracts (latest version as applicable on the date of the publication of this tender) 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.

## 5.6 – General Rules Governing Tendering for NGOs

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)).

1. The items Plastering, Painting, and Aluminium Apertures form part of the item Plastering and Decorating in the Preliminary Agreement relative to ERDF 05.121. [↑](#footnote-ref-1)