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| MINISTRY FOR THE ENVIRONMENT, CLIMATE CHANGE AND PLANNING  |
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| **REFERENCE NUMBER:** | **ERDF.05.121 – Tender 035** |
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| **Tender for the manufacture, supply and installation of an Aviary as part of ERDF Project ERDF.05.121 – Wildlife Rehabilitation Centre** |
| **Date Published:**  | **Sunday 13th June 2021** |  |
| **Deadline for Submission:** | **Monday 5th July 2021** | **at 12:00am CET/CEST** |
| **Tender Opening:** | **Monday 5th July 2021** | **at 12:00am CET/CEST** |
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|  | 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 FundCo-financing rate: 80% European Union; 20% National Funds |  |

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| **IMPORTANT** |
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| **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

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|  | 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 €110,000 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:* Steel work being the formation of an aviary as per designs provided by the Contracting Authority and installation thereof
* Installation of mesh as part of the said aviary

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).** |
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| 1.4 | This is a unit-price contract. |
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| 1.5 | This call for tenders is being issued under an open procedure. |
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| 1.6 | The beneficiary of this tender is *Nature Trust – FEE Malta*. |
| 1.7 | This tender is not a reserved contract. |
|  | 2. Timetable |
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|  | DATE | TIME |
| Clarification Meeting/Site Visit (Refer to Clause 6.1) | Friday 18th June 2021 | 10:30 hrs |
| Deadline for request for any additional information from the NGO**Clarification requests should be addressed to: *info@naturetrustmalta.org*** | Tuesday 22nd June 2021 | 12:00 hrs(noon) |
| Last date on which additional information can be issued by the NGO | Sunday 27th June 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 5th July 2021 | 12:00 hrs(noon) |
| \* All times Central European Time (CET) / Central European Summer Time (CEST) as applicable |

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|  | 3. Lots |
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| 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. |
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| 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* |
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|  | 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.  |
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|  | 7. Selection and Award Requirements |
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|  | 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) |
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|  | **(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) | Declaration concerning exclusion grounds |
|  | (ii) | Declaration concerning *Selection Criteria*  |
|  |  |
|  | **(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 and Civil Engineer
* Skilled Installer
 |
|  | (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. A) Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five (5) working days from notification.* *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 |
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| 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. |
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# 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

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| **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.orgCommunications 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 conditions5.8 Without prejudice to the General Conditions, any to any other reference in the present tender document, the Supervisor shall refer to:* the 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, or Engineer, shall refer to:* the Architect and Civil Engineer engaged by the Contracting Authority
 |
| Article 8: Supply of Documents |
| 8.4 During Tender Implementation, bidders shall be submitting documents as follows:i. 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. It shall outline all risks involved and measures to be taken to minimise or eliminate potential risks. The report is to be prepared and signed by a competent person and to be submitted **within two weeks** from last signature of Contract. (vide Section 4, Sub/Section 4.1.2)
* **Method Statement for Structural Steel Erection, including Performance Programme** (vide Section 3, Article 15.1, Section 4, Sub/Section 4.2.2.1, Articles A.ii, F.i, G.i, H.i, I.i, N.i, V.iv), to be submitted at least two weeks before erection commences.

ii. During works implementation, the Contractor shall provide the Contracting Authority with documentation concerning the following:* **Certification that all steel has been specifically tested** in accordance with the appropriate material quality standard as indicated in Table 2.1, Material and Dimension Standards, National Structural Steelwork Specifications for Building Construction, 4th Edition, 2002.
* On completion of the project, the Contractor shall provide the Architect and Civil Engineer in charge of Works with detailed “**As Erected”** drawings (including copies in electronic (CAD) format).
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| 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 the Programme of Works submitted by the bidder at Tendering Stage together with the Tender document.
* 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.
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|  |
| 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. |
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| Article 14: Insurance |
| Not Applicable |
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| Article 15: Performance Programme (Timetable) |
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| 15.1 The Contractor shall submit a Performance Programme as part of the Method Statement detailed in the Technical Specifications. Without prejudice, to said Specifications, it shall also include:a) the order in which the Contractor proposes to carry out the works;b) the deadlines for submission and approval of the drawings;c) a general description of the methods which the Contractor proposes to adopt for carrying out the works; andd) such further details and information as the Supervisor may reasonably requireThe Performance Programme shall ensure that all **works are completed within five (5) months from Signature of Contract** |
| 15.2 Submission of relevant Health and Safety report and Method Statements as Identified in Article 8 of these Special Conditions within one (1) week from Signature of Contract |
| 15.3 As per General Conditions |
|  |
| Article 17: Contractor’s Drawings/Diagrams |
| The Contractor shall submit to the Supervisor for approval:a) drawings as per Article 8 of these Special Conditions, according to the time limits set in Article 15.2 of these Special Conditions. Such drawings shall be submitted to the Supervisor.  |
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| Article 18: Tender Prices |
| As per General Conditions |
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| 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 |
|  |
| Article 31: Commencement Date |
|  |
| The commencement date for the performance of the contract shall be the last date of signature of contract.  |
|  |
| Article 32: Period of Execution of Tasks |
|  |
| The Works shall be completed within 5 months from the Commencement Date. |
|  |
| Article 34: Delays in Execution |
| A daily penalty of 1/1000 of the contract price per day’s delay up to a limit of 20% 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. |
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| Article 35: Modification to the Contract |
| As per general Conditions |
|  |
| Article 37: Work Register |
| 37.1 As per general Conditions |
| 37.3 Without prejudice to the General conditions, statements shall be drawn in a timely manner and not later than 24 hours after the occurrence of an event/activity/work. |
|  |
| Article 38: Origin |
|  |
| As per general conditions |
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| Article 39: Quality of Works and Materials |
|  |
| As per Section IV of the Tender DocumentNo preliminary technical acceptance is envisaged. Quality of works and materials shall be attested by the Contractor’s architect as being in line with the applicable standards as defined in Section 4 of the present Tender Document. Without prejudice, the Architect and Civil Engineer in charge 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 Architect and Civil Engineer in charge shall be final. |
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| Article 40: Inspection and Testing |
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| The Architect and Civil Engineer in charge has the right to request tests as specified in Section IV of the Tender Document. These tests will be carried out at the expense of the contractor. |
|  |
| 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 Architect and Civil Engineer 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. Without prejudice, to the generality of this clause, interalia, any measurement shall be accompanied by photo/s showing the measurements being taken, and the relevant dimension/ measurement being according to the specification outlined in Section 4. Each photo shall show the date when it was taken. 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; or to terminate the contract by mutual agreement.
 |
|  |
| Article 47: Measurement |
|  |
| As per General Conditions. |
|  |
| 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 |
|  |
| N/A  |
|  |
| Article 58: Maintenance Obligations |
|  |
| The Contractor shall make good for any issues which may arise to the Aviary during a warranty period of twenty-four (24) months from Commissioning.  |
|  |
| 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, orb) 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)

**Terms of Reference**

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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.** |

## 4.1.1 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 for the Environment, Sustainable Development and Climate Change 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 the Parliamentary Secretary for EU Funds and Social Dialogue, within the Ministry for European Affairs and Equality 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.

## 4.1.2 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.

## 4.1.3 Onus to Work Together and Provide Access

Whereas three 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.

Further to the above, the Contractor responsible for the works forming part of the present tender shall, coordinate with the Contractors responsible for the Civil Works (separate Tender) insofar as the Contractor responsible for Civil Works shall be responsible for the clearing works, the laying of the concrete platform and the masonry wall of the aviary whereas the Contractor responsible for the implementation of the present tender shall be responsible for the erection of the steel structure and installation of mesh. The steel structures foundations shall be laid in the concrete of the platform.

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.

# 4.2 Works on the Aviary

## 4.2.1 Scope of works

* Structural Steelwork
* Installation of aviary mesh

## 4.2.2 Specifications forming part of the present tender:

|  |  |
| --- | --- |
| Specs/01 | Structural Steelwork  |
| Specs/02 | Aviary Mesh |

## 4.2.2.1 Specs/01 Structural Steelwork

* 1. **General Requirements**
1. Steel structural works shall generally comply with the provisions contained in the UK National Structural Steelwork Specifications for Building Construction, 4th Edition, 2002 - <http://www.engineeringsurveyor.com/software/NSSS%204th%20edition.pdf>
2. As part of the Method Statement for Structural Steel Erection, the Contractor shall carry out and submit to the Contracting Authority
3. detailing of the steelwork and design and detailing of connections, based on the member design prepared by the Architect and Civil Engineer in charge, together with the information indicated in Table 1.2A, Design Checklist, Section 1, National Structural Steelwork Specifications for Building Construction, 4th Edition, 2002.
4. design and detailing of the steelwork, commencing with the design of the members after the conceptual layout has been prepared by the Architect and Civil Engineer in charge, together with the information indicated in Table 1.2B, Design Checklist, Section 1, National Structural Steelwork Specifications for Building Construction, 4th Edition, 2002.
5. design and detailing of the steelwork, commencing with arranging the layout of the members, together with the information indicated in Table 1.2C, Design Checklist, Section 1, National Structural Steelwork Specifications for Building Construction, 4th Edition, 2002.
6. Information, as per indicated tables from Section 1, National Structural Steelwork Specifications for Building Construction, 4th Edition, 2002, related to the following:

|  |  |
| --- | --- |
| * Workmanship
 | Table 1.3\* |
| * Erection
 | Table 1.4\* |
| * Protective Treatment
 | Table 1.5\* |
| * Inspection and Tests
 | Table 1.6\* |
| \*Tables refer to Section 1, National Structural Steelwork Specifications for Building Construction, 4th Edition, 2002 |

* 1. **Materials**
1. Material shall be steel in rolled sections, structural hollow sections, plates and bars and shall comply with the appropriate standard as indicated in Table 2.1, Material and Dimension Standards, National Structural Steelwork Specifications for Building Construction, 4th Edition, 2002.
2. All steel shall have been specifically tested in accordance with the appropriate material quality standard as indicated in Table 2.1, Material and Dimension Standards, National Structural Steelwork Specifications for Building Construction, 4th Edition, 2002. The Contractor shall provide certification thereof to the Contracting Authority.
3. Steel surfaces when used shall not be more heavily pitted or rusted than Grade C of BS EN ISO 8501-1.
4. Surface defects in hot rolled sections, plates and wide flats revealed during surface preparation which are not in accordance with the requirements of BS EN 10163 shall be rectified accordingly.
5. Surface defects in hot rolled hollow sections revealed during surface preparation which are not in accordance with the requirements of BS EN 10210-2 shall be rectified accordingly.
6. Consumables for use in metal arc welding shall comply with BS EN 499, BS EN 440, BS EN 756 or BS EN 758 as appropriate.
7. Ordinary Bolt Assemblies - Ordinary Bolt and nut (and washer if used) assemblies shall be as European Standards given in Table 2.2 or the British Standards given in Table 2.3, National Structural Steelwork Specifications for Building Construction, 4th Edition, 2002.
8. Pre-loadable Bolt Assemblies - Pre-loadable HSFG bolt assemblies shall be as given in Table 2.4, National Structural Steelwork Specifications for Building Construction, 4th Edition, 2002.
9. Foundation Bolts Assemblies - Holding down bolt assemblies shall be as given in Table 2.5, National Structural Steelwork Specifications for Building Construction, 4th Edition, 2002.
10. Cup and Countersunk Bolts - Cup and countersunk bolts shall be as given in Table 2.6, National Structural Steelwork Specifications for Building Construction, 4th Edition, 2002.
11. Lock Nuts for Bolt Assemblies - Lock nuts shall be in accordance with BS 4190.
12. Coatings for Bolt Assemblies - Where specific coatings are required, they shall be provided by the fastener manufacturer and shall comply with the appropriate part of BS 7371.
13. Proprietary studs used in composite construction shall be the headed type with the following properties after being formed:
	1. Minimum yield strength - 350 N/mm2
	2. Minimum ultimate tensile strength - 450 N/mm2
	3. Elongation of 15% on a gauge length of 5.65 √A, where A is the area of the test specimen.
	4. **Protective Treatment Materials**
14. Metallic Blast Cleaning Abrasives - Chilled iron grit shall be in accordance with BS EN ISO 11124–2, and .cast steel grit shall be in accordance with BS 11124–3.
15. Surface Coatings - Paint materials and other coatings supplied shall be in accordance with the appropriate British Standard or European Standard for the materials.
16. Sherardized Coatings - Sherardized coatings shall be in accordance with BS 4921.
17. Galvanizing Materials - The composition of zinc in galvanizing baths shall be in accordance with BS EN ISO 1461, Hot-dip galvanizing, Galvanizing, Metal coatings, Coatings, Zinc, Iron, Steels, Weight (mass), Homogeneity, Thickness, Adhesion tests.
	1. **Proprietary Items**
18. All proprietary items shall be used in accordance with the manufacturer’s recommendations and instructions.
	1. **Substitution of Material or Form**
19. Material quality or form of components may, with the agreement of the Architect and Civil Engineer in charge of Works, be substituted where it can be demonstrated that the structural properties are not less suitable than the designed component and that compatibility with the intention of the design is maintained.
	1. **Information to be provided by the Contractor**
20. Marking System - Every component which is to be individually assembled or erected shall be allocated an erection mark.
21. Members which are identical in all respects may have the same erection mark.
22. General Arrangement Drawings (Marking Plans) - Drawings shall be prepared, as part of the Method Statement for Structural Steel Erection, by the Contractor showing plans and elevations at a scale such that the erection marks for all members can be shown on them. The preferred scales are 1:100 or larger. The drawings shall identify member size, material quality, location relative to other members and the grid, and the specified surface treatment. They may include a reference system to connections.
23. Details at an enlarged scale should also be made if these are necessary to show the assembly of members.
	1. **Foundation and Wall Interface Information**
24. Information showing holding down bolts and the interface of steelwork components to foundations shall include a Foundation Plan, to be submitted as part of the Method Statement for Structural Steel Erection, showing the base location, position and orientation of columns, the marks of all columns, any other members in direct contact with the foundations, their base location and level, and the datum level.
25. Similar information shall also be provided for components connecting to walls and other concrete surfaces.
26. Complete details of fixing steel and bolts to the foundations or walls, method of adjustment and packing space shall be provided.
	1. **Attachment to facilitate Erection of steel structure**
27. Details of holes and fittings in components necessary for safety or to provide lifting and erection aids shall be included in the drawings provided by the Contractor as part of its Method Statement for Structural Steel Erection.
28. Unless specified otherwise by the Project Specification, such holes and fittings may remain on the permanent structure. Account shall be taken of this detailing the welding of temporary attachments.
	1. **Welding**
29. Any requirements for edge preparations for welds shall be indicated in the drawings as part of the Method Statement for Structural Steel Erection.
	1. **Packings, Clearances and Camber**
30. The Contractor shall make provision for packings which may be necessary to ensure proper fit-up of joints, the need for clearances between the fabricated components so that the permitted deviations in fabrication and erection are not exceeded and/or the design requirements for pre-set or cambers.
	1. **Hole Sizes**
31. Holes in components shall be shown in the sizes indicated in clause 3.4.5 of the National Structural Steelwork Specifications for Building Construction, 4th Edition, 2002.
	1. **Holding Down Bolt Cover Plates**
32. Holding down bolt details shall include provision of loose cover plates or washers with hole diameter 3mm greater than the holding down bolts.
	1. **Connections to allow movement**
33. Where the connection is designed to allow movement, the bolt assembly used shall remain secure without impeding the movement.
	1. **Steel-Structure Erection Drawings**
34. When necessary to amplify the information given in his Method Statement for Structural Steel Erection the Contractor shall prepare Erection Drawings.
35. On completion of the project, the Contractor shall provide the Architect and Civil Engineer in charge of Works with detailed “As Erected” drawings (including copies in electronic (CAD) format). Following completion of the works, the Contractor shall submit to the Contracting Authority, Such drawings shall be submitted in 1 hard copy and a digital copy on 2 separate USBs.
36. Details and arrangements of temporary steelwork necessary for erection purposes shall be shown with the erection information.
	1. **Traceability of Steel**
37. All steel to be used in the Works shall have a test certificate reference so that its properties are known and can be verified.
38. The material grade shall be identifiable within the manufacturing system.
39. Individual pieces shall be capable of positive identification at all stages of fabrication.
40. Completed components shall be marked with a durable and distinguishing erection mark in such a way as not to damage the material. Hard stamping may be used, except where otherwise specified in the Project Specification.
41. Where areas of steelwork are indicated on the drawings, or fabrication information, as being unmarked, they shall be left free of all markings and hard stamping.
	1. **Handling**
42. Steelwork shall be bundled, packed, handled and transported in a safe manner so that permanent distortion does not occur and surface damage is minimised.
	1. **Cutting and Shaping**
43. Cutting and shaping of steel may be carried out by sawing, shearing, cropping, plasma cutting, laser cutting, nibbling, flame cutting, planing or machining. Hand-held cutting shall only be used where it is impractical to use machine flame cutting.
44. Flame-cut edges which are free from significant irregularities shall be accepted without further treatment except for the removal of dross, otherwise cut edges shall be dressed to remove irregularities.
	1. **Machining, Dressing, Holing, Punching and Reaming**
45. Thickness of Machined Parts - The thickness of elements shown on the drawings as requiring machining shall mean the minimum thickness after the machining operations.
46. Removal of Burrs - Cut edges shall be dressed to remove dross, burrs, and irregularities. Holes shall be dressed as required to remove burrs and protruding edges.
47. Dressing of Edges - Sharp edges shall be dressed, but a 90° rolled, cut, sheared or machined edge is acceptable without further treatment.
48. Holes - Round holes for fasteners or pins shall be drilled, punched or plasma cut.
49. Matching holes for fasteners or pins shall register with each other so that fasteners can be inserted freely through the assembled members in a direction at right angles to the faces in contact. Drifts may be used but holes shall not be distorted.
50. Drilling Through More Than One Thickness - Where the separate parts are tightly clamped together drilling shall be permitted through more than one thickness. The parts shall be separated after drilling and any burrs removed.
51. Punching full size - Full size punching of holes shall be permitted when all the following conditions are satisfied:
	1. The tolerance on distortion of the punched hole does not exceed that shown in Section 7, National Structural Steelwork Specifications for Building Construction, 4th Edition, 2002.
	2. The holes are free of burrs which would prevent solid seating of the parts when tightened;
	3. The thickness of the material is not greater than 30mm, nor greater than the diameter of the hole being punched;
	4. In spliced connections when the holes in mating surfaces are punched in the same direction and the splice plates marked to show the assembly faces, if packed separately.
52. Punching is permitted without the conditions in vii, provided that the holes are punched at least 2mm less in diameter than the required size and the hole is reamed to the full diameter after assembly.
53. Slotted holes shall be punched, plasma cut or formed by drilling two holes and completed by cutting.
	1. **Assembly**
54. Connected components shall be drawn together such that they achieve firm contact consistent with the requirements for fit-up or direct bearing.
55. Drifting of holes to align the components shall be permitted, but must not cause damage or distortion to the final assembly.
	1. **Curving and Straightening**
56. Curving or straightening components during fabrication, shall be performed by one of the following methods:
	1. mechanical means, taking care to minimise indentations, or change of cross-section;
	2. the local application of heat, ensuring that the temperature of the metal is carefully controlled, and does not exceed 650°C;
	3. the induction bending process when the procedure used includes careful temperature control;
	4. **Storage**
57. Stacking - Fabricated components which are stored prior to being transported or erected shall be stacked clear of the ground, and arranged if possible so that water cannot accumulate. They shall be kept clean and supported in such a manner as to avoid permanent distortion.
58. Individual components shall be stacked and marked in such a way as to ensure that they can be identified.
	1. **Workmanship**
59. Welding methods shall comply with Section 6, National Structural Steelwork Specifications for Building Construction, 4th Edition, 2002.
60. Bolts and bolt assemblies, including pre-loaded bolt assemblies shall comply with Section 7, National Structural Steelwork Specifications for Building Construction, 4th Edition, 2002.
61. Permitted deviations in cross section, length, straightness, flatness, cutting, holing and position of fittings shall be as specified in 7.2 to 7.5 of Section 7, National Structural Steelwork Specifications for Building Construction, 4th Edition, 2002.
62. The Contractor shall prepare a written detailed method statement. The Contractor shall submit the Method Statement for Structural Steel Erection, signed by a Architect and Civil Engineer engaged by the Contractor, to the Architect and Civil Engineer in charge for acceptance at least two weeks before erection commences. Erection shall not commence before the method statement has been accepted by the Architect and Civil Engineer in charge.
63. Erection of steelwork shall comply with the requirements of Section 8, National Structural Steelwork Specifications for Building Construction, 4th Edition, 2002.
64. Permitted deviations in erected steelwork shall be as specified in 9.1 to 9.6 of Section 9, National Structural Steelwork Specifications for Building Construction, 4th Edition, 2002.
	1. **Corrosion**
65. All steel elements shall be protected against corrosion in accordance with EN ISO 12944, Part 2, corrosion category C5-M.
66. The categories of rust shall be as indicated in ISO 8501-1, ranging from Class A to class D.
	1. **Protective Treatment – Surface Preparation**
67. Surface Cleanliness - At the time of coating the surface cleanliness of the steelwork to be coated shall be in accordance with BS EN ISO 8501-1, preparation grade SA 2 ½.
68. The preparation of steel surfaces using power tool cleaning shall be as indicated in EN ISO 8504-3.
69. Surface Profile - The surface profile of the steelwork to be coated shall be compatible with the coating to be applied in accordance with BS EN ISO 8503-2.
70. Measurement of Surface Profile - Measurement of the surface profile of steelwork to be coated shall be made using the methods given in BS EN ISO 8503-2.
71. Surface Defects - Surface defects revealed during surface preparation shall be dealt with in accordance with Section 2.5, Section 2, National Structural Steelwork Specifications for Building Construction, 4th Edition, 2002.
	1. **Protective Treatment – Metallic Coatings**
72. Hot dip galvanizing shall be carried out in accordance with EN ISO 1461. The typical coating thickness shall be 85 microns for sections not less than 6mm.
73. The Steelwork Contractor shall agree with the Engineer the position of vent and drainage holes in hollow members as laid down in BS EN ISO 14713, and any requirements for subsequent sealing.
74. Thermal (metal) spraying with either zinc or aluminium shall comply with EN 22063. Typical coating thickness is 150 – 200 microns for aluminium and 100 – 150 microns for zinc.
	1. **Protective Treatment – Paint Coatings**
75. Surface Preparation Prior to Painting - Steelwork shall be prepared for coating in accordance with clause 10.2, Section 10, National Structural Steelwork Specifications for Building Construction, 4th Edition, 2002.
76. Painting of Site Weld Areas and Fasteners - Site weld areas and fasteners which are not suitably protected shall be painted with an approved paint system to ensure similar properties, performance and compatibility with the protective treatment system being used on the surrounding surfaces.
77. Fasteners and bolt assemblies which are supplied with a protective treatment which is equivalent to the protective treatment on the steelwork need not be painted.
78. The paint coating shall normally consist of 3 in number layers:

|  |  |  |
| --- | --- | --- |
| Primer Coat  | Zinc rich Epoxy | 40 μm |
| Undercoat | High build Epoxy MIO | 100 μm |
| Finish | Recoutable polyurethane finish | 60 μm |

* 1. **Coating of Surfaces to be encased in Concrete**
1. Structural steel surfaces to be encased in concrete may be left unpainted and need not be blast-cleaned unless instructed otherwise by the Architect and Civil Engineer in Charge.

## 4.2.2.2 Specs/02 Aviary Mesh

* 1. **General Guidance**
1. The mesh for the long rehabilitation flight aviary shall consist of polyester, polyethylene, nylon or similar material with a mesh spacing of up to 30mm, with strands not thicker than 1.5mm and with holes, preferably of a roundish nature.
2. The mesh for the small holding aviaries shall consist of galvanized steel material with a mesh spacing of up to 25mm.
3. Both mesh types are required to be bracketed to the steel structure members and must be able to withstand bird impacts and wind speeds of 32 m/s.

## 4.2.2.3 Other Specifications

Apart from the above specifications the following standards and specifications must be employed:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Material** |  | **Standard** |  |  |  |
| Reinforcement |  |  |  |  |  |
| Bars |  | MSA EN 10080 & BS 4483:2005 | Grade 500 |
| Reinforcement |  |  |  |  |  |
| Mesh |  | MSA EN 10080 & BS EN 4449:2005 | Grade 500 |

# 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)).