

**TENDER FOR THE SUPPLY,  
MANUFACTURING AND FIXING OF  
GALVANIZED STEEL DOORS FOR THE  
NEW BOYS' SECONDARY SCHOOL,  
MOSTA (ZOKRIJA)**

**IMPORTANT NOTE REGARDING SUBMISSION OF TENDER DOCUMENT:**

TENDERERS ARE TO ENSURE THAT AN **INTACT FULL TENDER DOCUMENT** IS  
TO BE SUBMITTED AS PER CLAUSE 1.06



FOUNDATION FOR TOMORROW'S SCHOOLS  
SIR ADRIAN DINGLI STREET,  
PEMBROKE  
PBK 1940

[www.fts.com.mt](http://www.fts.com.mt)

E-mail: [info.fts@gov.mt](mailto:info.fts@gov.mt)

Telephone 2138 7664

Fax 2138 7660

**Document Price €23**

2009



## **CONTENTS**

TENDER FORM X (PAGE 4)

CONTRACTORS CHECK LIST (to be completed by tenderer)

|            |   |                           |
|------------|---|---------------------------|
| PART ONE   | - | INSTRUCTIONS TO TENDERERS |
| PART TWO   | - | CONDITIONS OF CONTRACT    |
| PART THREE | - | SPECIFICATIONS            |
| PART FOUR  | - | BILLS OF QUANTITIES       |
| PART FIVE  | - | ANNEXES                   |
| PART SIX   | - | LIST OF DRAWINGS          |

ETS DOCUMENT SAMPLE



**SIR ADRIAN DINGLI STREET,  
PEMBROKE, PBK 1940**

Tel: 21387664  
Fax: 21387660  
e-mail: [info.fts@gov.mt](mailto:info.fts@gov.mt)

Tender Notice No: FTS 73-09

Sealed tenders will be received up to 10.00 a.m. of **27<sup>th</sup> November 2009** at the Foundation for Tomorrow's Schools offices at the above address.

No tender shall be considered unless:

- a. it is received at the Foundation for Tomorrow's Schools' Office, Malta on or before the date and hour fixed above;
- b. it is made on the prescribed form which contains the conditions of contract;
- c. (i) in the case of a registered Company, it is signed by a person or persons duly authorised to act on behalf of the Company;  
(ii) in all other cases it is signed by the party tendering;
- d. the postal address, telephone number and age of the tenderer (where applicable) are to be stated in the tender.

The successful tenderer shall, where the conditions of tender so specify, call to sign the contract where and when required to do so. The contract fees shall be borne by the successful tenderer. The tenderer whose offer is accepted shall incur a penalty equal to ten per cent of the estimated value of the contract should he/she fail to call either personally or by proxy to sign the contract for two consecutive times when requested to do so. Moreover, if the said tenderer fails to furnish information and/or documents necessary for the drawing up of the contract, this shall be construed as unwillingness on the part of the tenderer to sign the tender, and shall render the signatory of the tender personally responsible and liable to the penalty aforesaid. This notwithstanding, the said tenderer shall remain responsible to carry out his obligations under the agreement and may be compelled to carry out such obligations under the conditions governing the contract and shall be subject to the penalties specified in those conditions although a formal contract was not executed.

Tenderers shall not retract or withdraw their tenders for the period specified in the relative Form of Tender. During this period, which shall commence from the date of expiration of the time fixed for the presentation of tenders, the tenders shall remain binding and may be accepted at any time.

The Foundation for Tomorrow's Schools reserves the right to accept or reject, wholly or in part any of the tenders received.

Form of Tender against payment (where applicable) of the prescribed fee and any further information regarding the conditions of the contract, may be obtained on application at the Foundation for Tomorrow's Schools' Office, on any working day between 8.30 a.m. and 11.00 a.m.

CHAIRPERSON – FOUNDATION FOR TOMORROW'S SCHOOLS



## **TENDER**

1. With reference to the Tender Notice Number (as shown in the page 1) published in the Government Gazette by the Foundation for Tomorrow's Schools on the 6<sup>th</sup> November 2009, and in terms of the conditions therein mentioned and those thereto attached, I/we <sup>[A]</sup>

---

**(Name of individual or firm making the tender; to be entered in BLOCK LETTERS)**

offer to:

- (i) supply and deliver to store or site of works in Malta and/or Gozo<sup>(\*)</sup>;
  - (ii) erect, complete hand over in working order and thereafter maintain as directed by the Director, Foundation for Tomorrow's Schools, all charges paid including Customs Import Duty, VAT, Eco Contribution, levies and any other charges as applicable, and insured against any risks, the articles enumerated on the attached Schedule, at the prices stated on the same.
- 2a. I/We further offer to undertake **to commence works within five (5) working days from the date of order to start works issued in writing to the contractor.**
- 2b. **In addition, we offer to undertake to complete the works within a further THREE (3) calendar weeks.**
3. I/We undertake that this tender shall not be retracted or withdrawn for a period of **FOUR** calendar months from the date of expiration of the period fixed for its delivery, inclusively but shall remain binding and may be accepted by the Government at any time during the said period of **FOUR** calendar months.
4. I/We undertake that **no cost for the submission of samples and technical literature will be claimed by our firm and that these will remain the property of the FTS. (Vide clause 1.18)**

**NAME OF COMPANY OR INDIVIDUAL  
SUBMITTING THE TENDER** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**TELEPHONE No.** \_\_\_\_\_

**FAX No.** \_\_\_\_\_ **E-mail** \_\_\_\_\_

**V.A.T. REG. No.** \_\_\_\_\_

**SIGNATURE OF PERSON DULY AUTHORISED TO SIGN THIS TENDER (ON BEHALF OF THE COMPANY OR INDIVIDUAL SUBMITTING THE TENDER):**

**DATE** \_\_\_\_\_

[A] In the case of tenderers from a company, the name of the company and the date of registration in conformity with the Companies Act of 1995 or analogous of the country where the company is registered is to be indicated, and the person signing the tender should be and is considered to be fully authorised to act on behalf of the company for all purposes relating to the tender.

(\*) Delete where not applicable.

**Tender - Form X - pg 4**



**TENDERER'S CHECK LIST**  
(to be completed by tenderer)

| <b>Kindly sign in the boxes provided, to signify that you have delivered the following;</b>  | <b><u>Signature of Tenderer</u></b> |
|--|-------------------------------------|
| I confirm that I have submitted Form X, duly completed.  |                                     |
| Vide 1.10.1, I confirm that no alterations (other than filling in the blanks intended to be filled in) have been made in the Tender Form and in the other sections of the Tender Documents which shall be submitted intact with the items in the Bill of Quantities fully priced and totalled and a rate or a lump sum (where so indicated) inserted against every item therein. In addition, I confirm that only one (1) rate or one (1) lump sum price, as the case may be have been inserted per item in the Bills of Quantities.   |                                     |
| Vide 1.18.1- I confirm that we are willing to submit samples when / if requested from the FTS at tendering stage, prior the award of the tender.   |                                     |
| Vide 1.18.2 - I confirm that I have submitted full technical specifications and, where possible, relevant certification direct from the manufacturer, <u>written in the English language to enable specifications verifications</u> , that confirms the specifications of the proposed samples/materials to be used in (1.18.1) above, confirming conformity with the tender specifications. Where necessary, I have also quoted whether any of the materials or components to be used comply with any recognised standard or official norm (e.g. ISO, BS., DIN, E.N, etc.). |                                     |
| Vide 1.18.3 - I confirm that I have submitted relevant supporting documentation /brochures, as well as the model number and/or type of the proposed samples/materials should be clearly marked and must be in the English Language.  |                                     |
| Vide 1.18.4 - I confirm that I have submitted sufficient evidence that we have carried out works of a similar nature and magnitude as those being proposed in order for you to be in a position to assess whether we are technically and financially capable of carrying out the proposed works (Annex 7).   |                                     |

NAME OF COMPANY OR INDIVIDUAL  
SUBMITTING THE TENDER: \_\_\_\_\_

SIGNATURE OF PERSON DULY AUTHORISED  
TO SIGN THIS TENDER (on behalf of the company or individual submitting the tender):

\_\_\_\_\_ DATE \_\_\_\_\_



**TENDERER'S CHECK LIST**  
(to be completed by tenderer)

| <b>Kindly sign in the boxes provided, to signify that you have delivered the following;</b>  | <b><u>Signature of Tenderer</u></b> |
|--|-------------------------------------|
| Vide 1.18.5 – I / We confirm that I / We have submitted a copy of the ETC Certificate (- <b><u>date not to be earlier than 6 months from the closing date of tender.</u></b>         |                                     |
| Vide 1.18.6 – I confirm that I / We have submitted the conditions of employment of the respective categories of employees who would be performing work on my / our behalf (Annex 8). |                                     |
| Vide Annex 1 - I confirm that I have included a Subcontractors List. (Please insert N/A if this does not apply).   |                                     |
| Vide Annex 2 - I confirm that I have submitted a Bar Chart showing Milestone Activities, Duration and Manpower Levels.   |                                     |
| Vide Annex 3 - I confirm that I have submitted an Occupational Health And Safety Declaration Waiver And Indemnity.   |                                     |
| I agree with the instructions and information given in Part Six – Drawings (if any).   |                                     |

NAME OF COMPANY OR INDIVIDUAL  
SUBMITTING THE TENDER: \_\_\_\_\_

SIGNATURE OF PERSON DULY AUTHORISED  
TO SIGN THIS TENDER (on behalf of the company or individual submitting the tender):

\_\_\_\_\_

DATE \_\_\_\_\_



## PART ONE

### 1.0 Instructions to Tenderers.

- 1.01 The work under this tender comprises of the supply, manufacturing and fixing of galvanized steel doors for the New Boys' Secondary School, Mosta (Zokrija), in accordance with the attached Conditions of Contract, Specifications, Bills of Quantities, Annexes and Drawings if any.
- 1.02 A payment of €23 (Twenty Three Euro) is to be effected upon collecting these tender documents from the Foundation for Tomorrow's Schools offices.
- 1.03 Tenderers must quote the price for each individual item as per Bills of Quantities. Prices shall also include Customs Duty, Levies, VAT, ECO Contribution and all other charges and taxes as applicable at the current period of the publication and closing date of tender.
- 1.04 (a) Tenderers are required to quote their Official VAT Registration number with their offer. Moreover the successful bidder shall be bound to conform in all respects with VAT Legislation and Regulations.
- (b) ~~All financial obligations deriving from this tender~~ **will be met in EUR (€) at the official rate of exchange established by the Central Bank of Malta.**

### 1.05 Completion Period

Works shall commence within 5 working days from the date of order to start works issued in writing to the Contractor and completed within a further three calendar weeks **(as per 2b on page 4 above)**. Delays shall be subject to a penalty as per clause 2.10

### 1.06 Tender Documents

- 1.06.1 The following documents form, inter-alia, the basis for the Tender and are hereinafter referred to as the "Tender Documents"
- I Form of Tender (Form X)
  - II Contractors' Checklist
  - III Instructions to Tenderers
  - IV Conditions of Contract
  - V General Conditions of Contract
  - VI Technical Specifications
  - VII Bills of Quantities
  - VIII Annexes
  - IX List of Drawings (if any)
  - X Addenda (if any).
- 1.06.2 Tenderers shall use complete sets of Tender Documents in preparing and submitting their Tender. The Foundation for Tomorrow's Schools shall not assume any responsibility for errors or misinterpretations or omissions resulting from the use of incomplete sets of the Tender Document and Drawings.
- 1.06.3 The inclusion of a covering letter in order to convey additional information attached to the Tender Documents shall not be deemed to invalidate the Tender.



1.07 Interpretation or Correction of Tender Documents

- 1.07.1 Tenderers shall promptly notify the Foundation for Tomorrow's Schools of any ambiguity in or discrepancy between any of the Tender Documents which they may discover upon examination of the Tender Documents.
- 1.07.2 Tenderers requiring clarification or interpretations of the Tender Documents shall make a written request which shall reach the Foundation for Tomorrow's Schools at least five (5) calendar days prior to the date of receipt of Tenders. Any request after this date will not be accepted.
- 1.07.3 Any interpretations, corrections or changes to the Tender Documents by the Foundation for Tomorrow's Schools will be made by an official addenda. Interpretations, corrections or changes made in any other manner will not be valid, and Tenderers shall not rely upon such interpretations, corrections and changes.

1.08 Addenda

- 1.08.1 Addenda will be faxed and confirmed by mail to the Tenderers.
- 1.08.2 No addenda will be issued later than three (3) calendar days prior to the closing date for the submission of Tenders with the exception of addenda postponing the date for receipt of Tenders or withdrawing the invitation for tenders.
- 1.08.3 Each Tenderer shall ascertain, prior to submitting his Tender, that he has received all addenda issued and shall acknowledge their receipt in his Tender.

1.09 Local Conditions and Tender Documents.

- 1.09.1 Each Tenderer by signing "Form X" of the Tender Document confirms that the Tenderer has read and understood all the Tender Documents and that his Tender is made in strict accordance therewith.
- 1.09.2 Subsequent claims on the part of the Tenderer resulting from insufficient knowledge of any local conditions or failure to obtain reliable local information or to clarify discrepancies and ambiguities in the Tender Documents shall be disregarded.

1.10 Proper Compiling of Tender Document

- 1.10.1 No alterations (other than filling in the blanks intended to be filled in) shall be made in the Tender Form and in the other sections of the Tender Documents which shall be submitted intact with the items in the Bill of Quantities fully priced and totalled and a rate or a lump sum (where so indicated) inserted against every item therein. Only one (1) rate or one (1) lump sum price, as the case may be – should be inserted per item in the Bills of Quantities, and in the event that more than one (1) rate or lump sum shall be inserted per item, the first shall govern. Options on rates and lump sums shall not be accepted on the same Bill of Quantities.
- 1.10.2 Any alteration or erasure to any entry made by the Tenderer in the priced document must be initialled by the Tenderer prior to the submission of the Tender. Tenderers are to note also Clause 1.27 below.
- 1.10.3 All entries shall be made either by typewriter or manually in ink (preferably blue).
- 1.10.4 Where so indicated, sums shall be expressed in both words and figures and in the case of discrepancy between the two, the amount written in words shall govern.





- 1.10.5 The Tenderer shall fill in all spaces in the Bill of Quantities, Summary Schedule, Form of Tender (Form X) and Annexes to Tender. The Original Tender Document, when completed, shall be signed in full by the principal of the Tendering Firm or Company.
- 1.10.6 The full name, address and fax number of the Tenderer shall be written/printed in block letters or typed in the space provided above/below the signature.
- 1.10.7 The Tenderer shall not make any additional stipulations or qualifications of any kind to his Tender. Any Tender which is not completely filled in, or which is incomplete, conditional or obscure, or which contains any addition not called for, alterations, qualifications or similar irregularities may be rejected and disqualified.
- 1.10.8 Tenderers shall ensure that any explanatory or descriptive matter included with their Tender does not constitute a qualification to the requirements of the Foundation for Tomorrow's Schools or to the provisions and stipulations of the Tender Documents.
- 1.10.9 The Contractor will be deemed to have inspected the site prior to submitting his tender and satisfy himself in respect of the suitability of the site access and any restrictions thereto. In addition he will be deemed to have located all services and will hold the Client indemnified against any consequential damages which might result from disruption of such services (whether public or private). In addition the Contractor will satisfy himself as to the security and stability of the existing site and adjacent properties and accept all consequential liabilities whatsoever. The Tenderers shall contact **Leonard Zammit Architect** Telephone 21387664 for an appointment prior to the site visit.
- 1.10.10 The Contractor will be deemed to have satisfied himself that all materials and labour required for the works can be obtained in such quantities, qualities and at such times as they will be required and as indicated in his programme of works.
- 1.11. Bid-Bond (not applicable)
- 1.12. Performance Bond
- 1.12.1 The accepted Tenderer shall be required to provide within seven (7) days of the receipt of the Letter of Acceptance, a Performance Bond as per the specimen at Annex 5, issued by a local bank for an amount equal to ten percent (10%) of the Total Contract Sum for the faithful performance of the Contract and the fulfilment of all obligations arising there under.
- 1.12.2 The Performance Bond shall be as per the sample form (Annex 5) and shall be retained by the Foundation for Tomorrow's Schools during the period of the Contract and shall only be released in accordance with the Conditions of Contract.
- 1.13. Binding Period of Tender
- Tenderers shall be bound by their Tenders for a period of four (4) calendar months commencing from the day following the closing day stipulated for the receipt of Tenders.



## 1.14 Consideration of Tenders

### 1.14.1 Acceptance of Tender.

No Tender shall be deemed to have been accepted until such acceptance has been notified to the Tenderer in writing by the Foundation for Tomorrow's Schools by means of a 'Letter of Acceptance'.

### 1.14.2 Rejection of Tenders.

The Foundation for Tomorrow's Schools shall have the right to reject any or all tenders and to reject a Tender not accompanied by a valid and original Bid Bond (were applicable) and / or data required by the Tender Documents or to reject a Tender which is in any way incomplete or irregular. The Foundation for Tomorrow's Schools is not bound to accept the lowest or any other Tender.

## 1.15 Tender Evaluation

### 1.15.1 Tenders shall be considered irregular and shall be rejected for the following reasons inter alia:

- a) if the Tender is not submitted in time, on the specific Form of Tender "Form X" furnished by the Foundation for Tomorrow's Schools and/or if the Form of Tender is altered.
- b) if the Form of Tender "Form X" is not properly signed.
- c) if the Tenderer changes any of the Conditions of Contract as stated in the Tender Documents.
- d) if the Tenderer adds any provision reserving the right to accept or reject an award.
- e) if there is evidence of 'collusion' between Tenderers.

### 1.15.2 If, after the receipt of the Tender, a discrepancy is found between the total amount inserted by the Tenderer against any item in the Bill of Quantities, and the amount that is determined by applying the corresponding rate or price inserted to the quantity stated for that item in the Bill of Quantities, the Foundation for Tomorrow's Schools shall alter the total amount to conform to the amount obtained by applying the rate or price entered to the quantity stated and the total price shall be adjusted accordingly. Similarly, if an error should be found in the summation of the various total amounts entered, the total price inserted in the Tender will be corrected by the Foundation for Tomorrow's Schools. The Tender Price so corrected shall be considered as binding.

### 1.15.3 The Tenderer should price all items for all sections which he considers to have a value. If any items are not priced by the Contractor, they will be deemed to have no monetary value and shall be carried out by the Contractor at no charge to the Foundation for Tomorrow's Schools.

### 1.15.4 During the tender evaluation period, Tenderers may be required to submit detailed cost analysis to show how rates have been calculated.

### 1.15.5 The Foundation for Tomorrow's Schools reserves the right to reject in his sole discretion any or all tenders, to waive technicalities to advertise for new tenders, or to proceed to do the works otherwise. In no circumstances shall a Tenderer in these cases be entitled to any claim for compensation.



1.16 All at Tenderer's Expense

- 1.16.1 All costs and charges in connection with obtaining, preparing and submitting the Tender shall be borne by the Tenderer.

1.17 Sufficiency of Tenders

- 1.17.1 The Tenderer must satisfy himself as to the sufficiency of his tender in all respects including the following points:

- a) That he has all Tender Documents as listed under Clause 1.06
- b) That he has received all the Tender Drawings (if any) and Addenda (if any)
- c) that his Tender covers for the complete execution of the Contract whether any part or aspect is specially described or contained within the Tender Document or not.

1.18 **OTHER INFORMATION/MATERIALS TO BE SUBMITTED WITH TENDERS**

- 1.18.1 No samples are required unless these are requested by the FTS. The Foundation for Tomorrow's Schools reserves the right to demand samples of materials corresponding to the literature submitted by the tenderer PRIOR THE AWARD OF THE TENDER.

- 1.18.2 Full technical specifications and, where possible, relevant certification direct from the manufacturer, *written in the English language to enable specifications' verifications*, that confirms the specifications of the proposed samples/materials to be used in (1.18.1) above, confirming conformity with the tender specifications. The tenderer shall quote whether any of the materials or components to be used comply with any recognised standard or official norm (e.g. E.N, etc..).

- 1.18.3 In any supporting documentation, the model number and/or type of the proposed samples/materials should be clearly marked and must be in the English Language. No options are allowed.

- 1.18.4 Tenderers should submit with their tender documents, sufficient evidence that they have carried out works of a similar nature and magnitude as those being proposed, in order that the Client may be in a position to assess whether they are technically and financially capable of carrying out the proposed works. (Refer to Annex 7)

- 1.18.5 A copy of the ETC Certificate - date not to be earlier than 6 months from the closing date of tender.

- 1.18.6 The tenderer shall, at the bidding stage, indicate in Annex 8 the conditions of employment of the respective categories of employees who would be performing work on the successful tenderer's behalf in relation to the awarded contract. This information shall include the information required to be provided to the employee in terms of the Information to Employees Regulations, 2002, LN 431 of 2002. The Contracting Authority may request further information on any matter related to employment conditions should this be considered necessary.

Such information shall be one of the factors to be considered in the process of the award of the contract.

- 1.18.7 The right is reserved to reject any tender which is not accompanied with the above mentioned information/materials. The Samples (1.18.1) and technical literature



(1.18.2 and 1.18.3) submitted with the tender will remain the property of the FTS. No claims for the cost of literature and samples will be accepted by FTS.

1.18.8 Further, in the event that the Foundation for Tomorrow's Schools considers samples/materials submitted to be not in accordance with this tender's specifications, the right is also reserved to reject any such tender if the tenderer concerned refuses to provide further technical information and any additional samples/materials which the Foundation for Tomorrow's Schools considers necessary for the proper adjudication of this tender.

1.19 Submission of Tender

1.19.1 An original Tender Document shall be deposited by hand at the Foundation for Tomorrow's Schools, Sir Adrian Dingli Street, Pembroke at the time and date specified by the Foundation for Tomorrow's Schools. **The Tender Documents shall be addressed to the Chairman, Foundation for Tomorrow's Schools, Sir Adrian Dingli Street, Pembroke and placed in an opaque sealed package marked on the outside with the respective Notice Number and Tender Title.**

1.19.2 **TENDERS NOT RECEIVED AT THE STIPULATED TIME AND DATE SHALL NOT BE CONSIDERED.**

1.20 Modification or Withdrawal of Tender

A Tender may not be modified, withdrawn or cancelled by the Tenderer for four (4) calendar months following the time and date designated for the Tender submission and each Tenderer so agrees in submitting his Tender.

1.21 Wherever in these Tender Documents the words "Accountant General and Director of Contracts", "Client" or 'Accountant General' appear, or any reference is made to them, these should be meant to read "Chairman Foundation for Tomorrow's Schools".

1.22 Wherever the term "Head of Department" occurs in these Tender Documents and conditions attached thereto, it shall be construed to include the Chairman, Foundation for Tomorrow's Schools.

1.23 The term 'Architect' or 'Engineer' in these Tender Documents shall be construed to mean the person responsible for the works.

1.24 The attached "General Conditions" Governing the Execution of Works in Malta and the Conditions Governing the Employment of Labour in connection with Government Contracts in so far as they are not in conflict with the Conditions of Contract (Part Two) and Instructions to Tenderers (Part One) shall also apply.

1.25 Tenderers shall list in the spaces provided, in Annex 1, the names and addresses of any subcontractors who will be doing physical work on the Site or supplying / manufacturing the products mentioned in the tender. If there will be no subcontractor for a particular category and the work under that Category will be performed by the Tenderer submitting the Tender, the said Tenderer shall enter the words "Not Applicable" in the space for that Category.

1.26 All documentation and correspondence shall be in the English Language.

1.27 Tenderers are to ensure that corrections to quoted rates and / or totals are clearly legible and initialled. Should such corrections leave any doubt about the figures



quoted, the tender will be rejected, since no clarifications of quoted prices can be allowed after the closing date and time of tender.

1.28 The “Chairman Foundation for Tomorrow’s Schools” reserves the right to request any short listed tenderer to submit the following information at his request i.e.

- a) the audited accounts of the Tenderer’s Company or firm for the last three years.
- b) a cash flow statement prepared by the auditor of the Tenderer’s Company or firm to show how tenderer intends to finance the contract.
- c) the Tenderer’s present commitment in terms of contracts whether Government and/or private. The contract values and the stage of their completion are to be given.

Failure on the part of any tenderer to comply with such a request may entail non consideration of the offer concerned.

1.29 On completion of the works (if applicable), the Contractor shall handover to the Foundation for Tomorrow’s Schools:

- a) three bound copies of operating and maintenance manuals and other relevant technical literature of all equipment used in the works in the English Language.
- b) a spare parts lists, as fitted drawings (to be read in conjunction with clause 2.31) as may normally be supplied by the manufacturer.

ETS DOCUMENT SAMPLE



## PART TWO

### 2.0 Conditions of Contract.

#### 2.01 General responsibility of the contractor.

The successful tenderer shall be considered and held responsible for all types of materials and equipment as described in the Bill of Quantities, the Specifications, Instructions to Tenderers, Conditions of Contract, Annexes and Drawings (if any).

#### 2.02 Drawings and Specifications.

The extent of the work shall be in accordance with the Bills of Quantities, Drawings (if any) and Specifications or as directed by the Architect / Engineer, and such further work or direction as may from time to time be given by the Architect / Engineer. If the work indicated is in the opinion of the contractor, extra to that described in the Specifications, Bill of Quantities and Drawings (if any) he shall, before proceeding with such work, give notice to this effect to the Architect / Engineer; but if no notice is given to the Architect / Engineer before the execution of the work, the contractor shall have no claim to any extra payment. All works shall be carried out to the instructions and to the satisfaction of the Architect / Engineer.

#### 2.03 Documents for use by Contractor.

A copy of the Tender Document shall be furnished to the Contractor for his own use. The Foundation for Tomorrow's Schools shall furnish to the Contractor at his request, any details which, in the opinion of the Architect / Engineer are necessary for the execution of any part of the work. Such request shall be made only within a reasonable time (not more than 48 hours) before it is necessary to execute such work in order to fulfil the contract.

#### 2.04 Interpretation of Drawings.

The Contractor shall provide everything necessary for the proper execution of the works according to the true intent and meaning of the Drawings, General Clauses and Conditions, Bills of Quantities and Specifications taken together provided that the same be reasonably inferred there from; and if the Contractor finds any discrepancy in the drawings or between the Drawings and the Specifications, he shall immediately refer the matter to the Foundation for Tomorrow's Schools who shall decide which shall be followed, and the Contractor shall be held responsible for any errors that may occur in the work through the neglect of this precaution. Figured dimensions and particulars are to be taken in preference to scaled dimensions, and all dimensions and particulars are to be taken from the actual work. It must be distinctly understood that the whole Specification is intended to be strictly enforced and that no extra charge in respect of extra work will be allowed unless they are clearly outside the spirit of this Specification.

#### 2.05 Tendered rate to include.

The tendered rates shall be inclusive of all work as described in the Specifications (Part Three), Bills of Quantities (Part Four) and Drawings (Part Six) as well as other works which are of a contingent or indispensable nature for completing the work in its entirety. The rates shall be inclusive of all materials necessary, all expenses, profits, use of plant and machinery required, customs duty and landing charges on all imported goods, levies, taxes, VAT, Eco Contribution as well as transporting of material from site to where directed.





2.06 Contractor To Keep The Site Clean

During the progress of the Works the Contractor shall, at his own cost, take all steps to keep the Site clean at all times and free from all unnecessary obstruction and shall store or dispose of any materials and clear away and remove from the Site any temporary works no longer required, and any debris or rubbish.

On completion of the Works or part thereof, the Contractor shall, at his own cost, clear away and remove from the Site all surplus, debris and rubbish and leave the whole of the Works clean and in a workmanlike condition to the satisfaction of the Client.

Should the Contractor fail to comply with the provisions of this clause, the Client shall be empowered to employ other persons to carry out the removal of the surplus material, debris and rubbish, and the relative cost shall be deducted from moneys due to the Contractor under the Agreement. Moreover, no Certificate of Practical Completion will be issued until the above mentioned works are completed.

2.07 Fixed tender rates

The tendered rates shall be fixed rates except for variations allowed within this Contract but otherwise no allowance will be made for fluctuations in rates, prices, or for any increase in the cost of labour and materials, and all taxes including V.A.T. and Eco Contribution.

2.08 Compliance with the Law and Regulations to be observed

The Contractor shall comply with and fulfil all obligations imposed by Art. 19 of the Police Laws and shall give all notices, obtain all permits, pay all fees that may be lawfully demanded by Public Officers in respect of works and comply with all requirements of the law and lawful authority.

The Contractor further understands and agrees that if, in the course of the duration of the contract, the Contractor is charged before a court of criminal jurisdiction with an alleged breach of any of the provisions of the Employment and Industrial Relations Act, the Occupational Health and Safety Authority Act, the Employment and Training Services Act or any of the provisions of their subsidiary legislation, (hereinafter referred to as "labour laws"),

a) the contract may, at the sole discretion of the Contracting Authority be suspended or terminated. No action for damages shall lie against the entity issuing the tender with respect to any such suspension;

b) where the contract has been suspended in accordance with (a) above, if the judicial decision becomes res judicata and the Contractor is found guilty of the charges brought against the person,

I. the contract shall be terminated with effect from the date of suspension of the contract, or from the date of the judicial decision, as appropriate, and no action for damages shall lie against the Contracting Authority with respect to such termination;

II. the Contractor will be precluded from submitting offers for any eventual tender/tenders issued by the government for a period of two years commencing, as applicable, from the date of the suspension of the contract, or from the date of the judicial decision which has become res judicata, whichever is the earlier;



- III. any bids submitted by the Contractor for any other tender/s which are pending on the date of the judicial decision will not be considered in, and be excluded from, the tendering process/es;
- IV. the government may, at its sole discretion, after giving one month's notice, either terminate any other contract which had already been awarded to the Contractor or exact a financial penalty equivalent to up to 20% of the total value of the contract or contracts;
- c) the person in whose favour the contract is awarded shall under all circumstances be responsible to ensure that all his subcontractors and other persons engaged to do work or to render services in terms of the awarded contract are aware of the penalties provided in this clause, which penalties are also applicable to them.

#### 2.09 Variations to the Contract Sum

**Variations or extra work which individually and collectively, imply an increase in excess of 5% on the original contract value, require the prior written approval of the Chief Finance Officer of the Foundation for Tomorrow's Schools.**

#### 2.10 Penalties

The works shall be completed within the stipulated period as stated in clauses 2b (Form X) and 1.05 (Instructions to tenderers) from the date of order to start work issued in writing to the Contractor subject to a penalty of One Hundred Euro (€100) per day inclusive of Sundays and Public Holidays. Penalties for late deliveries shall be according to Clause 1.05 of this tender.

#### 2.11 Payment to the Contractor.

- a) The Contractor shall be entitled to be paid up to 95% (ninety-five percent) of the value of the works delivered to site to the satisfaction of the Architect / Engineer-in-Charge.
- b) the balance i.e. 5 percent of the contract sum will be retained for twelve (12) months after completion and refunded only if defective work, if any, had been made good to the satisfaction of the Architect / Engineer or Architect / Engineer-in-charge and the Chairman, Foundation for Tomorrow's School. Final measurements of all the works carried out shall be prepared within a reasonable period after the works are completed.
- c) The Contractor shall submit his claim for progress payments to the Architect / Engineer-in-Charge in writing. Such claims are to be supported by evaluation of the works delivered to site. All claims shall be evaluated by the Architect / Engineer-in-Charge in relation to the Bills of Quantities and contract rates and documentation produced by the Contractor and on the basis that such works have been executed in accordance with the Contract Documents and to the satisfaction of the Architect / Engineer-in-Charge.

#### 2.12 General Conditions.

- (a) The attached General Conditions governing the Execution of Works in Malta shall also apply in so far as they are not inconsistent with the conditions set in this tender document.





- (b) In awarding the contract the time factor will be an important consideration. When a tenderer does not quote the period to deliver the works in their entirety, it is understood that the works will be completed within the maximum time specified, as per Instructions to Tenderers - Clause 1.05.

#### 2.13 Scaffolding And Other Equipment/Watchman

The Contractor shall provide the whole of the necessary equipment, scaffolding, tackle, cartage and labour necessary for the prompt and efficient execution of the Works, and remove the said equipment, etc., at the completion thereof. It shall be the Contractor's obligation to ensure that such equipment, scaffolding, tackle, cartage will not damage any or all parts of the totality of the completed Works included in the programme. Should any such damage ensue, then the Client shall, without prejudice to any other rights competent to him, have the right to deduct the costs for effecting the necessary repairs or replacements of the damage parts from moneys which may be due to the Contractor under the Contract.

The Contractor shall also provide his own watchman and his own watchman's access to the Site all at his own cost. The Client undertakes to impose the same condition regarding watchmen of other contractors directly engaged by them on other works on the Site.

The Contractor shall provide proper signage during the course of work and sufficient light during the night to illuminate the excavations and the site occupied by the works.

#### 2.14 Misconduct of workmen.

The Contractor shall, at the request of the Architect / Engineer, immediately dismiss from the works any of his employees who, in the opinion of the Architect / Engineer, is incompetent or for misbehaviour. Such persons shall not be employed again on the works without permission of the Architect / Engineer.

#### 2.15 Work Instructions

The Client may issue to the Contractor such instructions as they think fit in regard to the Works and the Contractor shall forthwith comply with such instructions.

#### 2.16 Workmanship

2.16.1 Without prejudice to the generality of the provisions of Clause 2.15, the Client may:

- (a) Order the removal from the Site, within such time or times as may be specified in the order, of any materials which in the opinion of the Client are not in accordance with the Contract;
- (b) Order the substitution for improper or unsuitable materials or proper and suitable materials;
- (c) Order the removal and proper re-execution of any work which, in respect of materials or workmanship is not in the opinion of the Client in accordance with the Contract.

2.16.2 Without prejudice to the generality of the provisions of Clause 2.15, should it appear to the Client that any work in progress is being executed in a faulty manner, with unsuitable materials, by unskilled workmen (when skilled workmen should be employed), or by any means or manner not in accordance with the



Contract Documents, then he or they may order immediate suspension of such faulty work, by direct written order to the Contractor's senior supervisory staff on site at the time, until such time as the Contractor shall adopt remedial measures to the satisfaction of the Client. Such orders shall be complied with immediately, and the Contractor will not be entitled to any extra payment, compensation or extension of time, for the completion, on account of such suspension.

- 2.16.3 Any instructions by the Client if not issued in writing shall be so confirmed as soon as possible, but in no case later than three (3) working days after being given.
- 2.16.4 If within seven (7) days from receipt of a written notice from the Client requiring compliance with an instruction, the Contractor does not comply therewith or does not give a justifiable reason to the Client for not complying, then the Client may employ and pay other persons to execute any work whatsoever which may be necessary to give effect to such instruction and all costs incurred in connection with such employment shall be recoverable from the Contractor by the Client as a debt due or may be deducted by him from any moneys due or to become due to the Contractor under the Contract.
- 2.16.5 Failure on the part of the Client to exercise any of his powers under this clause shall not in any way relieve the Contractor from his obligations to satisfy the requirements of the specifications listed out in the Contracts Documents and to achieve the purpose for which the Works are intended.
- 2.16.6 In the event that faulty work has been carried out by the Contractor and it has been unnoticed by the Client, then the Client can issue a late instruction to the Contractor to rectify such work, including the rebuilding of all work built thereon, all to the satisfaction of the Client. All costs of rectifying such faults and reconstruction of work thereon shall be borne by the Contractor.

## 2.17 Method of Tendering.

The tendering process shall be the rate per delivered item and the tender shall be the sum total of the items in the Bills of Quantities.

## 2.18 Measurements.

All works shall be measured as specified in the Specifications and in the Bills of Quantities.

## 2.19 Programme of works.

The tenderer shall be required to submit a detailed programme (as per Annex 2) showing how, week by week, he proposes to divide his work from the time of the award of this contract up to the completion date as herein indicated.

## 2.20 General requirements.

- 2.20.1 Whenever possible, the tenderer is to submit with his tender all possible information regarding the materials which are to be employed in the finishing of this project.
- 2.20.2 All materials and methods of finishing shall be in the form and nature as specified herein or indicated in the drawings and no variations whatsoever will be permitted unless it has been previously agreed to in writing with the Client.
- 2.20.3 All imported materials (except where otherwise stated) shall conform to the relevant European Standard as indicated by the Client.



2.21 Temporary suspension of works.

The Contractor shall, if ordered in writing by the Client, suspend the works or any part thereof for such periods and at such times as so ordered and shall not, after receiving order, proceed with the work until he receives written authority from the Client to proceed therewith. The Contractor shall not be entitled to claim compensation for any loss or damage sustained as aforesaid provided, however, that the Foundation for Tomorrow's Schools shall be liable to pay to the Contractor any cost incurred by him on the site by way of normal running expenditure resulting from the suspension of the works on the order of the Architect / Engineer as aforesaid unless such suspension is:-

(a) necessary for the proper execution or by reason of weather conditions threatening to affect the safety, or by reason of some default on the part of the Contractor,

or

(b) necessary for the safety of the works or any part thereof.

The Client shall decide the normal running expenditure and the amount of such expenditure. With some exceptions, an extension of time for completion, corresponding with the delay caused by suspension of the works as aforesaid, will be granted to the Contractor should he apply for same.

2.22 Extension of time for completion of contract.

Should the amount of extra or additional work of any kind or other special circumstances of any kind whatsoever which may occur, be such as fairly entitle the Contractor to an extension of time for the completion of the works, the Foundation for Tomorrow's Schools shall determine the amount of such extension. Such approval is not to be unreasonably withheld.

2.23 Guarantee and Retention Sum

(a) The Contractor shall guarantee the works for a minimum period of twelve (12) calendar months or for longer periods as per Specifications against any defects. The guarantee period shall commence from the date of the Certificate of Acceptance.

(b) The Tenderer shall guarantee that within a reasonably short time and at his own expense he makes good, repairs or replaces any defects and defective parts.

(c) Any defects or other faults which may appear within twelve (12) calendar months or the periods as specified in the Specifications from the date of issue of the Certificate of Acceptance (guarantee period) and arising in the opinion of the Architect / Engineer from materials and workmanship not in accordance with the Drawings, Specifications or instructions of the Architect / Engineer, shall within such reasonable time as specified by the Foundation for Tomorrow's Schools be rectified, replaced, or made good by the Contractor at his own expense.

(d) Should the Contractor fail to replace, make good or repair defects in the equipment or in case of default, the Foundation for Tomorrow's Schools shall reserve the right to engage Third Parties to amend and make good such effects, faults or damages or to carry out all necessary works. All such expenses



incurred shall be borne by the Contractor and shall be deducted from the contracted price.

- (e) A sum amounting to 5% (five percent) of the Contract value shall be retained after delivery until the guarantee period expires.

#### 2.24 Instructions in Writing

Instruction by the Architect / Engineer shall be in writing provided that if for any reason the Architect / Engineer considers it necessary to give any such instructions orally, the Contractor shall comply with such instructions. Confirmation in writing of such oral instructions given by the Architect / Engineer, whether before or after the carrying out of the instruction, shall be deemed to be instruction within the meaning of this Sub-Clause. Provided further that if the Contractor, within 7 days confirms in writing to the Architect / Engineer, any oral instruction of the Architect / Engineer and such confirmation is not contradicted in writing within 7 days by the Architect / Engineer, it shall be deemed to be an instruction of the Architect / Engineer.

The provisions of this Sub-Clause shall equally apply to instructions given by the Architect / Engineer's representative and any of the assistants of the Architect / Engineer.

#### 2.25 Variations

The Client shall make any variation of the form, quality or quantity of the Works or any part thereof that, may in his opinion be necessary for that purpose or if for any other reason it shall, in his opinion be appropriate, he shall have the authority to instruct the Contractor to do and the Contractor shall do any of the following:

- a) increase or decrease the quantity of any work included in the Contract subject to the condition in Sub-Clause 2.09.
- b) omit any such work
- c) change the character or quality or kind of any such work
- d) change the levels, lines, positions and dimensions of any part of the works
- e) execute additional work of any kind necessary for the completion of the Works
- f) change any specified sequence or timing of delivery of any part of the Works
- g) No such variations shall in any way vitiate or invalidate the Contract. Provided that where the issue of an instruction to vary the Works is necessitated by some default of or breach of contract by the Contractor or for which he is responsible, any additional cost attributable to such default shall be borne by the Contractor.
- h) The Contractor shall not make any such variation without written instructions by the Chief Finance Officer of the FTS.**

#### 2.26 Performance Bond

- a) For the due performance of the Contractor, the Contractor shall submit an irrevocable and unconditional Performance Bond from a local bank approved by the Chairman of the Foundation for Tomorrow's Schools / Director General



of Contracts. The said performance Bond shall warrant the Contractor's obligations in terms hereof. The Contractor authorises the Foundation for Tomorrow's Schools who accepts to call upon the Bank issuing the said Bond for payment of any sum that may become due by the Foundation for Tomorrow's Schools by virtue of this Contract.

- b) The Performance Bond shall represent 10% (ten percent) of the total Contract Price. Should such total Contract Price be duly increased, the Contractor undertakes to increase the amount of the Performance Bond by 10% (ten percent) of this increase.
- c) The Performance Bond shall be delivered by hand to the Foundation for Tomorrow's Schools within 7 (seven) days from the day following the day of receipt of the Letter of Acceptance.
- d) The Performance Bond shall be retained by the Foundation for Tomorrow's Schools during the period of the Contract and if not called upon shall be released 1 (one) month after the Works are satisfactorily completed.
- e) The validity of the Performance Bond will be extended to the extent of any delays in the Works, whether or not an extension of time has been granted, without affecting any of the rights of the Foundation for Tomorrow's Schools under this Contract.
- f) The Performance Bond shall be issued, extended or renewed at the sole expense of the Contractor.

## 2.27 Arbitration

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with rules of the Malta Arbitration Centre as at present in force. Any reference in the attached General Conditions to other arbitration procedures shall not apply.

## 2.28 Occupational Health and Safety

The Contractor shall comply with all safety regulations and shall be solely responsible for the safety of his workmen or subcontractors, the general public, and employees of the Foundation for Tomorrow's Schools and Education Division. He shall also be responsible for any damage to the Education Division, or Third Party property that may be caused by him or his employees.

The contractor shall be bound to conform and comply with Chapter 424 of the Laws of Malta (Occupational Health and Safety Authority Act) as well as any national legislation, regulations, standards and/or codes of practice, in effect during the execution of the contract, regarding health and safety issues, as they apply for the contractor's particular operating situation and nature of work activities.

Each Tenderer is to Fill in and submit the attached Form "**OCCUPATIONAL HEALTH AND SAFETY DECLARATION WAIVER AND INDEMNITY**" with the Tender Document/Offer.

## 2.29 Special Controls

- a) Dust Control  
The Contractor shall, for the duration of the Contract, maintain all roads, plant sites, waste disposal areas and all other work resulting from finishing works. Dust shall be controlled by the sprinkling of water.



- b) Noise Control  
The Contractor shall acquaint himself with the recommendations set out in BS5228- Noise Control on Construction and Open Sites together with any mandatory specific requirements as may be stipulated by the Architect / Engineer-in-Charge.
- c) Housekeeping  
The Contractor shall keep the site orderly, clean and in a safe condition at all times, immediately removing all waste and rubbish. The Contractor shall provide on-site containers for the collection of rubbish or dispose of rubbish off site at frequent and regular intervals during the progress of the works.  
  
During the progress of the Works, the Contractor shall keep the Site free from all unnecessary construction and shall store or dispose of any constructional plant, scaffolding and surplus materials and clear away and remove without delay any items no longer required.
- d) Clearance of Site on Completion  
Prior to the date of Substantial Completion, the Contractor shall clear away and remove from Site all constructional plant, surplus materials, rubbish and temporary works of every kind, and leave the whole of the Site and the works clean and in a condition to the satisfaction of the Architect / Engineer-in-Charge.
- e) Storage of Materials and Equipment  
No equipment, materials, vehicles, temporary works or construction plant of the Contractor shall at any time be placed or stored other than the Site. It shall be placed or stored behind a visual barrier or fence of such design and construction as to screen it from view.
- f) Noise and Dust Pollution  
No machine dressing of stone blocks shall be allowed on site. All masonry blocks shall be brought to the site on pallets already machine dressed and ready for laying. The Contractor shall take all necessary precautions to keep noise and dust pollution to the minimum. The Architect / Engineer shall have the right to stop the Contractor from proceeding with the works if he considers that the Contractor has not taken the necessary precautions and / or has not followed his instructions to reduce noise and dust pollution.
- g) Safety  
The Contractor shall take every precaution to ensure safety of the pupils and staff at the School. He shall be responsible to erect such fences and scaffolding as may be necessary and in accordance with the instructions issued from time to time by the Architect / Engineer.
- h) Fencing  
The Contractor shall erect suitable fencing around the site of works to provide protection of the works and to ensure that no unauthorised personnel have access to the site.
- i) Temporary Sanitary Facilities  
The Contractor shall provide temporary sanitary facilities for the duration of the project.
- j) Cleaning of Site  
The Contractor shall on completion of all works be responsible for cleaning of the whole premises and external areas including roofs, floors, aluminium,





joinery works, glazing, etc., such as to leave the site tidy and ready for occupation.

In the event that such actions or steps as ordered by the Architect / Engineer-in-Charge are not carried out within the specified time required, the Foundation for Tomorrow's School shall, without further notice, appoint others to carry out such instructions at the Contractor's expense.

### 2.30 Progress Reports

The Contractor shall submit to the Architect / Engineer-in-Charge on approved forms, progress reports, at agreed intervals, giving the date, weather conditions, the number and classification of the staff employed, the number and classification of sub-contractors on site, quantities of materials delivered on-site and incorporated into the Works and the progress of the Works.

These reports shall be submitted at the time and in a manner as directed by the Architect / Engineer-in-Charge.

### 2.31 As-built Drawings (if applicable)

- a) The Contractor shall, at all times, keep on Site one copy of all Drawings, Specifications and approved Shop Drawings.
- b) In addition, the Contractor shall at all times keep at the site a separate set of prints on which he shall note neatly, accurately and promptly as the work progresses, all significant changes between the work shown on the Drawings and that which is actually constructed.
- c) The Contractor shall each keep at the Site at all times, a separate set of prints of the Drawings showing the parts of his Work on which the Contractor, if any, shall note neatly, accurately and promptly as Work progresses, the exact physical location and configuration of works completed as actually installed, including any revisions or deviations from the Contract Drawings.
- d) On the completion of the works, the Contractor shall at his expense, supply the Chairman, Foundation for Tomorrow's Schools with reproducible hard and electronic copies of the as-built Drawings (if applicable). The Contractor shall revise these reproducible copies neatly and legibly, so as to show clearly the way in which the work was finally executed. The Contractor shall provide, in the same format as the original Drawings, any additional sheets required to record the work.
- e) The as-built drawings must be fully detailed and accurately dimensioned.

### 2.32 Testing and Commissioning

- (a) The Contractor shall carry out the necessary tests on all the works covered under this Contract to ensure correct functioning, freedom from faults and safety. All systems, equipment, and the whole installation shall be tested in accordance with the IEE Regulations and the relevant British Standards and Codes.
- (b) The Contractor shall provide all necessary skilled personnel, testing instruments and other equipment for the proper testing of their systems and equipment installed under this Contract. The standard reached shall not be lower than that called for in these Specifications, Regulations and Codes.



- (c) All tests shall be carried out in the presence of and to the satisfaction of the Architect / Engineer or his representative.
- (d) The tests shall be carried out and a record made and submitted to the Architect / Engineer on the completion of the Works before handover or at any time as requested by the Architect / Engineer. All defects which become apparent during the tests shall be logged and rectified by the Contractor at his own expense and in accordance with the instructions issued by the Architect / Engineer.
- (e) Each part of the installation shall be commissioned for performance. This shall include the adjustment of circuit breaker trips, thermostats, settings and other control devices to ensure safe and efficient operation of the entire installation.

### 2.33 Test Certificates

- (a) Whenever a test has been successfully carried out and on completion of the Works, the Contractor shall issue and submit to the Architect / Engineer, tests certificates together with details of test results upon which the certificates are based. Test certificates shall bear the date, time of test and relevant technical parameters as requested by the Architect / Engineer.
- (b) All fees and expenses in connection with tests and certification including the rectification of faults and defects arising thereof shall be borne by the Contractor. All approval certificates shall be submitted to the Architect / Engineer before taking over.
- (c) The Architect / Engineer will only assume and take full responsibility for the Works after being satisfied that all test certificates and that all Works are in accordance with the Tender Documents.

### 2.34 Take-Over Inspection

- (a) The Contractor shall advise the Architect / Engineer of a suitable date for the final inspection after the Works have been completed in accordance with the Specifications, Drawings and any subsequent details. Should the Contractor receive, during the progress of Works any instructions for carrying out additional works which he maintains he will not be able to complete within the Contract period he shall advise the Architect / Engineer in writing within 7 days of receipt of such instructions.
- (b) The Works will not be considered ready for inspection unless the following items are completed:
  - (1) All equipment and installations have been cleaned inside and outside and any damages, faults, defects, adjustments and damages to the building and paintwork made good.
  - (2) All tests have been adequately carried out in accordance with the relevant Regulations and Codes and records of these tests produced.  
The Architect / Engineer may also call for any or all tests to be repeated in his presence to verify the recorded results.
  - (3) All labelling on the Switchgear, cabling and other apparatus and equipment has been completed.
  - (4) All equipment and outlets are in situ and trucking lids and equipment and accessories covers are in place and secured.





- (5) All cables and wires securely fixed and properly terminated, all cable glands well tightened and earthing and bonding of switchgear, metal enclosures and cable sheaths completed in compliance with the Regulations.
- (6) All builders' work made good around outlets.

#### 2.35 Co-ordination

The Contractor shall be responsible to coordinate and dovetail his work with that of the sub-contractors.

In case of problems occurring which affect the quality and progress of works, these shall be referred immediately to the Architect / Engineer-in-Charge and a meeting held with the parties concerned to find a solution.

The decision of the Architect / Engineer-in-Charge in such matters shall be final.

#### 2.36 Design and implementation of a Quality Assurance Plan

The following clauses are to be read in conjunction with the conditions set out in the Conditions of Contract (Part Two).

##### 2.36.1 Quality Representative

The Contractor shall appoint a senior staff member who, irrespective of other duties, shall be his Quality Representative with responsibility for the design and implementation of a Quality Assurance Plan.

##### 2.36.2 Quality Personnel

The Contractor's Quality Representative shall be assisted by qualified inspection and testing staff who, irrespective of other duties, shall be deployed in ensuring compliance of the works with approved Contract Documents. Their number shall be such that the provision of the Quality Plan can be met inclusive of any activities carried out outside normal work hours. They shall be the sole signatories of inspection request submitted to the Architect / Engineer. A register of such staff shall be maintained by the Contractor.

##### 2.36.3 Material Testing Laboratory

The Contractor shall provide certification for the testing of materials in the Contractor's own in-house laboratory. Sub-contracting of tests to external testing facilities shall be subject to such facilities having been approved by the Architect / Engineer - in - Charge.

##### 2.36.4 Measuring and Test Equipment

All such equipment shall be covered by a calibration and maintenance schedule as approved by the Architect / Engineer - in - Charge.

##### 2.36.5 Inspection and Testing

Notification for inspection and testing of the works shall generally be made in writing to the Architect / Engineer - in - Charge or his representative. Adequate time shall be allotted for inspection or testing of the works commensurate with the relevant task complexity and duration. Minimum times shall be established and agreed with the Architect / Engineer - in - Charge. Inspection shall cover all processes identified in the approved Quality Plan. Specific "Hold" points for inspection and testing shall be agreed and established for all processes. The Contractor shall present detailed



list of processes and related "Hold" points for the Architect / Engineer - in - Charge's approval. Work procedures shall be provided for all approved processes and shall include any relevant checklists / approval sheets. No materials shall be allowed to be integrated in the permanent works unless inspected / tested / certified.

#### 2.36.6 Inspection and Test Status

Irrespective of any provisions contained in the project Quality Plan, the Contractor shall provide for suitable means which clearly indicate to all operations and at all times, the conformance or otherwise of all products with regards to inspection and testing.

#### 2.36.7 Material / Product Non - Conformances and Preventive Action

All such non - conformances shall be investigated and action taken for prevention of recurrence. Clear provisions for dealing with non - conformance and related re-work and re-approvals shall exist.

#### 2.37 Responsibility

The Contractor shall be responsible for the safety of the works including materials and plant until they are taken possession of by the Foundation for Tomorrow's Schools and shall stand the risk and be responsible for, and must with all possible speed make good, all damage caused by accident, weather, storm or any other cause at his own expense.

All materials and methods of Installation shall be in the form and nature specified herein and/or as indicated in the Drawings to the satisfaction of the Architect / Engineer-in-Charge.

All materials and methods (except where otherwise stated) shall conform to the relevant BSS or its continental equivalent.

#### 2.39 Protection of the Works

The Contractor must cover up and protect from damage from any cause existing buildings which are to be retained. He must supply protection for the whole works executed, and any damage caused must be made good by the Contractor at his own expense. The Contractor shall erect temporary protective walls, hoardings, screens, guard rails and the like as may be necessary for the protection of persons and property for the proper execution of the works and for meeting the requirements of the Planning Authority or other Authority.

#### 2.40 Right of Recourse

The FTS shall issue a notice and affix an advertisement in a prominent place at its premises indicating the awarded contract and the name of the successful tenderer. Any tenderer who may be aggrieved by the award shall, within three working days from the publication of notice, file a letter of objection, together with a deposit of €230, with the FTS, clearly setting forth any reason for the complaint. The FTS shall deliver the letter of complaint to the Director of Contracts.

#### 2.41 Appeals Board

This tender is being published and awarded subject to the appeals procedure as set forth in the Financial Administration and Audit Act, Legal Notice No. 177/2005, Public Contracts Regulations 2005 published in the Government Gazette. A copy of the relevant part of these regulations is being attached with this tender document (See Annex 6).



2.42 Award of Tender

The Foundation for Tomorrow's Schools reserves the right to accept or reject, wholly or in part any of the tenders received or to divide the service among two or more contractors.

ETS DOCUMENT SAMPLE



General Conditions of Contract for the execution of works in Malta

1. In these conditions and in any specifications or special conditions annexed thereto:
  - (a) the word 'Government' shall mean the Government of Malta;
  - (b) the word 'inspector' shall mean the engineer or other person appointed by the Government to inspect the work when the Government decides to have inspections;
  - (c) The word 'Head of Department' shall mean the Head of the Government Department in Malta by whom or on whose behalf the tender is being issued, and shall include any officer in that Department duly authorised by him.
  - (d) The word 'Accountant General' shall mean the Director of Contracts in Malta;
  - (e) The word 'Contractor' shall mean any person or persons whose tender for the work referred to shall be accepted by the Government.
  - (f) The word 'Work' shall also include articles of every description and materials of every kind in every stage of their preparation, to be supplied under the contract for the execution of the contract works;
  - (g) The word 'Malta' shall have the meaning assigned to it by section 126 of the Constitution;
  - (h) The word 'variation' shall mean any increase or decrease in the quantity of works or any extra work required for the completion of the contract.
2. The contractor shall indemnify the Government against all claims at any time on account of patent rights or royalties, whether for manufacture or use in Malta. In the event of any claims being made against the Government in respect of which the contractor is liable under this conditions, the contractor shall be notified thereof and may at his own expense conduct any litigation that may arise therefrom or any negotiations for settlement.
3. The Government has the power to require reasonable alterations in the work or any details and, and if such alterations do not involve extra expenses, no payment shall be made in respect of them.
4. The contractor shall not receive payment beyond the contract sum of any work which he may consider that payment should be made as an extra, unless such work shall have been ordered as extra work, or unless the contract before commencing such work, shall have claimed in writing that it should be paid for as an extra, and the Inspector or the Head of Department shall have certified in writing that the claim is reasonable and proper.
5. (i) Subject to what is stated at paragraph 3 above, the Head of Department shall make variations in the form, quality or quantity of the works or any part thereof that may in his opinion be necessary, and for that purpose or if for any other reason it shall in his opinion be desirable, shall have power to order the contractor to do and the contractor shall do any of the following:
  - (a) increase or decrease the quantity of any work included in the contract;
  - (b) omit any such work;
  - (c) change the character or quality or kind of any such work;
  - (d) change the levels, lines, position and dimensions of any such work;
  - (e) Execute additional or extra work of any kind necessary for the completion of the works; and no such variations shall in any way vitiate or invalidate the contract but the value (if any) of all such variations shall be taken into account in ascertaining the final amount of the contract sum. Provide however that no such increase, decrease, alteration or omission made under this clause shall be such as to augment or diminish the entity of the contract by more than 20%.
- (ii) No such variation shall be made by the contractor without an order in writing of the Head of Department. Provided that no order in writing shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an order given under this clause but is the result of quantities exceeding or being less than those stated in the bill of quantities. Provided also that if for any reason that the Head of Department shall consider it desirable to give any such order verbally the Contractor shall comply with such order and any confirmation in writing of such verbal order given by the Head of Department whether before or after the carrying out of the works, shall be deemed to be an order in writing within the meaning of this clause. Provided further that if the Contractor shall confirm in writing to the Head of Department.
6. The Government shall determine the amount (if any) which should be added to or deducted from the sum named in the Tender in respect of any extra or additional work done or omitted by its order. All such work shall be valued at the rates set out in the contract if the same rates shall be applicable. If the contract shall not contain any rates applicable to the extra or additional works, then suitable prices shall be agreed upon between the Government and the Contractor. In the event of disagreement, the Government shall fix such prices as shall in its opinion be fair and reasonable. Provided that no such increase of the contract sum shall be made unless as soon as after the date of the order as is practicable, and in the case of extra of additional work before the commencement of the work or as soon thereafter as is practicable, notice shall be given in writing: (i) by the contractor to the Head of Department of his



intention to claim extra payment or (ii) by the Head of Department to the Contractor of Government's intention to fix a rate or price as the case may be.

7. In the event of additions being made, the Government may, if it is necessary, extend the time for delivery for such period, as it may consider reasonable and proper. The Contractor shall be informed in writing of any such extensions.
8. Should there be any discrepancy between the Contract drawings and specifications, or any inconsistency or omission in either of them, reference must be made to the Inspector or the Head of Department for an explanation and the contractor will be held responsible for any errors that may occur in the work through neglect of this precaution.
9. The Contractor shall deliver the whole of the work, complete in all its parts and furnished with every detail and fitting, notwithstanding any omissions or inconsistency in the contract drawings and specifications.
10. Before proceeding to execute any work, the contractor shall obtain the Inspector's or the Head of Department's approval of the manner in which the contract proposes to execute each portion of the work, and shall furnish such drawings or information as the Inspector or Head of Department shall require.
11. The contractor shall take all risks of accident or damage to the work, from whatever cause arising and shall be responsible for the sufficiency of all means used by him for the fulfilment of the contract, and shall not be relieved from such responsibility by any approval which may have been given by the Inspector or the Head of Department.
12. The materials and fitting of every kind used are to be free from defects and, unless otherwise specified, are to be of the best description of their respective kinds. The workmanship is to be of first class character, and the degree of finish such as the Inspector or the Head of Department shall require.
13. The Inspector or the Head of Department may adopt any means think fit to satisfy himself that the materials specified are actually used, and he shall have power throughout the contract, either personally or by deputy, to inspect, without giving previous notice, the entire work, or any part thereof at every stage of progress and wherever the work, or any part thereof, may be in progress, to amend or alter anything he may think fit and to reject any parts of the work of which he may disapprove.
14. Should the Contractor anticipate at any time during the execution of the contract that he will be unable to deliver the work within the contract time, he must at once give notice accordingly, in writing, to the Head of Department explaining the cause of delay.
15. The contract time for delivery shall be the period or periods named in the letter of acceptance of tender, and shall be reckoned from the date of the receipt of the said letter or from the order to start work whichever may be applicable.
16. Any drawings, tracing or descriptions specified must be furnished by the contractor with the first consignment of the work to which they refer, and payment will not be made by the Accountant General until such drawings, tracing, or descriptions have been furnished to the satisfaction of the Inspector or the Head of Department.
17. It shall not be lawful for the contractor to transfer or assign the contract, directly or indirectly, or any part, share or interest in it or any amount due by the Government thereof, to any person or persons whomsoever, or to sublet the contract or any part of it, or to allow any portion of the work to be done otherwise than in his own establishment, without the written consent of the Government.
18. When any materials to be supplied by the Contractor for the execution of the contract work require to be weighed, the weighing shall be done by a public weigher attached to the Customs Department at the contractor's expense and at such place as shall be fixed by the Head of Department.
19. Should there be any discrepancy between the General Conditions and any special conditions or specifications of any contracts, the special conditions or specifications shall be followed in preference to the general conditions.
20. Payment will be made by the Treasury in accordance with the terms of the Bond (Bank Guarantee) referred to at Clause 32, and within a reasonable time after delivery in Malta to the satisfaction of the Head of Department. Payment will be subject to any deductions to which the contractor may have become liable under this contract.
21. If the work is not completed and delivered within the time specified in the contract, the Contractor shall be liable to a penalty of €200 per day up to the day on which the work is delivered. Provided that the Government may remit such penalty, wholly or in part, if it is satisfied that the delay could not have been avoided. Delays in the supply of materials of the contractor will not be foreseen or overcome by the manufacturers, suppliers or vendors of such materials. Provided that in the latter event and unless the Contractor within six (6) weeks from the due date of delivery of the materials to site, resumes supplies of such materials as provided for in these conditions, Government without prejudice to its rights under clause 21, 23 and 24 hereof, shall be entitled to hold the contractor responsible for damages incurred by Government as a result of the delays referred to these conditions.



22. In the event of any difference of opinion arising between the Head of Department and the Contractor, the dispute shall be referred to the Contracts Committee, whose decision shall be final and binding. Provided also that such member of this committee shall in no way, directly or indirectly, have any interest in the contract in question.
23. (i) Should the contractor from any cause whatever, become unable or fail to carry in the contract with efficiency; or should he not progress with the work in the manner intended by the contract, or not have the work ready for delivery in conformity with the terms of the contract; or should his preparations for commencement and his subsequent rate of progress be slow, from any cause whatever, that, in the opinion of the Head of Department he will be unable to complete and deliver the work by the expiration of the specified period; or should he refuse or neglect to comply with the directions given by the Head of Department or in any other respect act contrary to the terms of the contract, then the Government shall have the power to declare the contract at an end, and the Contractor shall only be paid for such portion of the work as shall have been actually delivered at the date of such declaration, after deduction of any sum liable under the conditions of such declaration will be valued by the Head of Department which valuation after being approved by the Government, and subject to any deduction liable under the conditions of the contract, shall be final.
- (ii) The contractor shall, in addition, be liable to pay to the Government shall be entitled to further deduct the value of any expense, loss or damage (including any difference between the contract price of the work to be done, under the contract, or of such portion thereof as may, not have been delivered at the date of such declaration as aforesaid, and the price which the Government may have to pay for similar work provided in lieu of such portion as may not have been so delivered) which the Government may be put to or sustain by reason of, or in connection with the Contractor's breach of contract.
24. Should the contractor abandon work he will forfeit the Bond (Bank Guarantee). If there is a hypothec as stipulated in clause 33 in the name of the contractor the amount of the hypothec shall however be reduced to one-fourth of the work to be done, under the contract. The work may be considered to have been abandoned if the Contractor fails to commence it within 3 working days from the date of acceptance of tender or from the order to start work or if he stops work for 3 consecutive working days without previously obtaining permission from the Head of Department.
25. Besides the penalties for delay envisaged in these conditions and without prejudice to all his other liabilities arising out of the contract, the Contractor shall also become liable to a penalty if the rate of progress of the work throughout the contract period is not satisfactory. The Contractor shall be considered to be in default if he fails to carry out every month at least 70% of the estimated monthly average progress. For the purpose of assessing such average progress the value of the contract shall be divided by the number of months stipulated in the contract period. Within each month the Contractor should complete works whose value is equivalent to the average progress obtained as above. Hence in the case of contracts having a completion period of 6 or more months, no penalty shall be imposed in respect of the first month from the date of allocation of the contract. Should the Contractor's progress fall below the minimum percentage progress, he will become liable to a penalty equivalent to 2% of the value of the contract in respect of every month during which progress is below standard. If the Contractor completes the whole contract within the stipulated period, the Government may consider the refund of any penalties the Contractor may have incurred for slow monthly progress.
26. The contractor shall surround any excavations, which may be made in any public thoroughfare in connection with this contract, with such protection and shall light the same at night in such a manner and with such lamps, as the Head of Department shall direct. The Contractor shall further fulfil all the obligations imposed by Art.19 of the police Laws.
27. It shall be lawful for the Head of Department to reject without the necessity of prior legal proceeding any consignment or part thereof, which in his opinion does not possess the qualities required under the contract and to obtain it elsewhere, at any price, and on contractor's account, should the latter fail to replace the articles rejected within the time allowed for the purpose by the Head of Department.
28. Without prejudice to the Government's right to dissolve "Ipso Jure" the contract in the case of infringement of any condition thereunder and apart from the deduction established for delay of delivery, any such infringement shall render the Contractor, in each case, liable to a deduction by way of damages of 5% of the value of contract or the sum of €23.29, whichever is greater, unless the Government elects, with regard to each particular infringement, but not necessarily with regard to all infringements, to claim actual damages incurred.
29. The Government is not bound to accept the lower or any tender and shall not give reason for the acceptance or rejection of a particular tender.
30. The Government reserves the right of accepting any tender wholly or in part, or of dividing the contract among two or more tenderers.
31. The award of the contract does not exonerate the contract from the obligation of obtaining any other permit and/or license that may be required under any Law, principal or subsidiary, in force in Malta from time to time.





32. The contractor shall within 7 days in the case of a local contractor, (15 days on the case of overseas contractor) – such periods to commence from the date of the letter of acceptance- furnish the Bank Guarantee by a local Bank referred to in the form of tender amounting to 10% or 15% according to the value of the contract.
33. Where contracts for construction works only are involved, the Contractor shall, in addition to the Bond (Bank Guarantee) referred to clause 32, be required to hypothecate all his property in general for not less than one half (50%) of the value of the contract, subject to the Government being satisfied that the Contractor enjoys a legal title over property of a corresponding amount.
34. This contract shall be, and deemed to be a Maltese contract and shall be governed by and construed according to the Laws of the time being in force in Malta. Notwithstanding another agreement or condition to the contrary, in case of any disagreement or claims, the Maltese Courts shall have exclusive jurisdiction to hear and decide on the merits of the matter in dispute.
35. Notwithstanding anything contained herein the notice for tender or in the form of tender, if a tenderer happens to be a statutory body having a distinct legal personality and if a contract is awarded to such a body, a BA not be required and the provisions of all clauses relating to the submission of a Bank Guarantee shall not apply but the said body shall bind itself to indemnify the Government against any failure on the part of which such body to comply with any of the conditions of the tender.
36. This contract shall be, and be deemed to be a Maltese contract and shall be governed and construed according to the laws for the time being in force in Malta. Notwithstanding any other disagreement or claims, the Maltese Courts shall have exclusive jurisdiction to bear and decide on the merits of the matter in dispute.

ETS DOCUMENT SAMPLE



General Conditions of Contract for the supply of materials and other articles.

1. In these conditions and in any specifications or special conditions annexed hereto:
  - (a) the word 'Government' shall mean the Government of Malta;
  - (b) the word "Inspector" shall mean the engineer or other person or persons appointed by Government to inspect the work when the Government decides to have inspection;
  - (c) the words 'Head of Department' shall mean the Head of Government Department in Malta- by whom or on whose behalf the tender is being issued;
  - (d) the word 'Accountant General' shall mean the 'Accountant General and Director of Contracts' in Malta;
  - (e) the word 'contractor' shall mean any person or persons whose tender for the work referred to shall be accepted by the Government;
  - (f) the word 'work' shall mean articles of every description and materials of every kind in every stage of their preparation;
  - (g) The word 'Malta' shall have the meaning assigned to it by sections 126 of the constitution.
2. Local tenderers, including the accredited local agents of overseas firms, are required to quote prices covering the total cost delivery to store/site inclusive of customs duty. Overseas tenderers who have no local agent are required to quote CIF prices on liner terms. All local and overseas tenderers, including the accredited agents of overseas firms, shall have the option of quoting either in Maltese currency or else in Sterling; Euro currency and U.S. Dollars. Quotations in other currencies may be considered. Clause 2(a) When local tenders opt to quote in foreign currency they would, when submitting their offer, specify whether they should prefer to be paid either at the rate of exchange ruling on the date of delivery or against presentation of the necessary documentary evidence from their bank showing the date and rate at which they transferred monies in respect of the relative contracts to their principals abroad. If tenderers fail to specify their preferences beforehand, payment would then be made at the rate of exchange obtaining on delivery date.
3. The Contractor shall indemnify the Government against all claims at any time on account of patent rights of royalties, whether the manufacture or for use in Malta. In the event of any claims being made against the Government in respect of which the contractor is liable under this condition, the Contractor shall be notified thereof and may at his own expense conduct any litigation that may arise therefrom or any negotiations for settlement.
4. The Government shall have the power to require reasonable alterations in the work or any of its details; and, if such alterations do not involve extra expense, no payment shall be made in respect of them.
5. The Contractor shall not receive payment beyond the contract sum for any work which he may consider that payment should be made as an extra, unless such work shall have been ordered as extra work, or unless the Contractor, before commencing such work, shall have claimed in writing that it should be paid for as an extra, and the Inspector or the Head of Department shall have certified in writing that the claim is reasonable and proper.
6. The Head of Department shall have power to order reasonable additions to, or deductions from, the work, measurements quantities or weights specified, and such additions or deductions shall be allowed for at the contract rates. Such variations shall be sent in the form of written orders to the Contractor.
7. In the event of additions being made, the Government may, if it thinks necessary, extend the time for delivery for such period, as it may consider reasonable and proper. The Contractor shall be informed in writing of any such extension.
8. Should there be any discrepancy between the contract drawings and the specifications, or any inconsistency or omission in either of them, reference must be made to the Inspector or the Head of Department for an explanation and the Contractor will be held responsible for any errors that may occur in the work through neglect of this precaution.
9. The contractor shall deliver the whole of the work, complete in all its parts and furnished with every necessary detail and fitting, notwithstanding any omission or inconsistency in the contract drawings and specification.
10. Before proceeding to execute any work, the Contractor shall obtain the Inspector's or the Head of Department's approval of the manner in which the contractor proposes to execute each portion of the work, and shall furnish such drawings or information as the Inspector or the Head of Department shall require.
11. The Contractor shall take all risks of accident or damage to the work, from whatever cause arising, and shall be responsible for the sufficiency of all means used by him for the fulfilment of the contract, and shall not be relieved from such responsibility by any approval which may have been given by the Inspector or the head of Department.
12. The materials and fittings of every kind used are to be free from defects and, unless otherwise specified, are to be of the best description of their respective kinds. The workmanship is to be of first class character, and the degree of finish such as the Inspector or the Head of Department shall require.





13. The Inspector or the Head of Department may adopt any means he may think fit to satisfy himself that the materials specified are actually used, and he shall have power throughout the contract, either personally or by deputy, to inspect, without giving previous notice, the entire work, or any part thereof at every stage of progress and wherever the work, or any part thereof, may be in progress, to amend or alter anything he may think fit and to reject any parts of the work of which he may disapprove.
14. Should the Contractor anticipate at any time during the execution of the contract that he will be unable to deliver the work within the contract time, he must at once give notice accordingly, in writing, to the Head of Department explaining the cause of delay.
15. The contract time for delivery shall be the period or periods named in the letter of acceptance of tender, and shall be reckoned from the date of the receipt of the said letter.
16. Any drawings, tracings or descriptions specified must be furnished by the Contractor with the first consignment of the work to which they refer, and payment will not be made by the Accountant General until such drawings, tracings, or descriptions have been furnished to the satisfaction of the Inspector or the Head of Department.
17. It shall not be lawful for the Contractor to transfer or assign the contract, directly or indirectly, or any part, share or interest in it or any amount due by the Government thereof, to any person or persons whomsoever, or to sublet the contract or any part of it, or to allow any portion of the work to be done otherwise than in his own establishment, without the written consent of the Government.
18. Should there be any discrepancy between the General Conditions and any special conditions or specifications of any contract, the special conditions or specifications shall be followed in preference to the General Conditions.
19. Payment will be made by the treasury in accordance with the terms of the Bond (Bank Guarantee) referred to at clause 31, and within a reasonable time after delivery in Malta to the satisfaction of the Head of Department. Payment will be subject to any deductions to which the contractor may have become liable under this contract
20. (a) The work shall be delivered to store or site of works, at Malta, all charges paid; including customs import duty and insurance. The contractor shall be responsible for all damages or loss in transit from the contractor's works to the store or site of works at Malta, and shall replace, free of cost, all materials that may be broken, damaged or lost in transit as aforesaid. (b) Delivery to site or store shall not apply in the case of overseas tenderers referred to in condition (2) above. (c) Customs Import Duty shall NOT be refunded.
21. Failure to deliver within the contract time shall, in addition to any other liabilities incurred by the Contractor under this contract, render the contract liable by way of penalty to a deduction from the contract sum of 1% per week on the value of any work which may be in rarer, unless the Head of Department is of the opinion that such delay has arisen from causes which were unavoidable and could not be foreseen or overcome by the contractor, in which case the Government shall decide the extent, if any, to which deduction shall be remitted. Delays in the supply of materials to the contractor will not be admitted as a ground for the remission of deductions, except in so far as they may have arisen from strikes or other causes which could not be foreseen or overcome by the manufacturers or vendors of such materials. Provided that in the latter event, and unless the contractor within six (6) weeks from the due date of delivery, resumes supplies as provided for in these conditions, Government without prejudice to its rights under conditions 22 and 23 hereof, shall be entitled to hold the contractor responsible for damages incurred by Government as a result of the delays referred to in this condition.
22. Should the contractor fail to effect delivery in whole or in part, within one month from the expiration of the period stipulated in the contract without the previous permission of the Accountant General the contract shall be deemed to have been abandoned in which case the contractor shall be liable to pay the penalty of 10% of the value of the undelivered goods calculated on the basis of the contract sum in addition to any compensation which may be due for damages.
23. Late delivery or failure to effect delivery shall at any time entitle the Government to dissolve (ipso jure) the contract and, in case of such dissolution, the liquidated damages which shall never exceed the full value of the contract shall be computed up to the date of the communication to the contractor of the Government's decision to terminate the contract.
24. Besides the penalties for delay envisaged in these conditions and without prejudice to all his other liabilities arising out of the contract, the Contractor shall also become liable to a penalty if the rate of progress of the work throughout the contract period is not satisfactory. The contractor shall be considered to be in default if he fails to carry out every month at least 70% of the estimated monthly average progress. For the purpose of assessing such average progress the value of the contract shall be divided by the number of months stipulated in the contract period. Within each month the Contractor should complete work whose value is equivalent to the average progress obtained above. Hence in the case of contracts having a completion period of 6 or more months, no penalty shall be imposed in respect of the first month from the date of allocation of the contract. Should the contractor's progress fall below the minimum percentage progress, he will become liable to penalty equivalent to 2% of the value of the contract in respect of every month during



which progress is below standard. If the Contractor completes the whole contract within the stipulated period, the Government may consider the refund of any penalties the contractor may have incurred for slow monthly progress.

25. It shall be lawful for the Head of Department to reject without the necessity of prior legal proceedings any consignment or part thereof, which in his opinion does not possess the qualities required under the contract and to obtain it elsewhere, at any price, and on contractor's account, should the latter fail to replace the articles rejected within the time allowed for the purpose by the Head of Department.
26. The Name and Address of the manufacturer and the country where the goods will be manufactured shall be furnished. Failure to give this information may involve non-consideration of the tender. Full specifications of the product offered shall be submitted.
27. Without prejudice to the Government's right to dissolve 'ipso jure' the contract in the case of infringement of any condition thereunder and apart from the deduction established for the delay of delivery, any such infringement shall render the contractor, in each case, liable to a deduction by way a damage of 5% of the value of contract or the sum of €23.29, whichever is the greater, unless the Government elects, with regard to each particular infringement, but not necessarily with regard to all infringements, to claim actual damages incurred.
28. The Government is not bound to accept the lowest or any tender and shall not give reason for the acceptance or rejection of a particular tender.
29. The Government reserves the right of accepting any tender wholly or in part, or of dividing the contract among two or more tenderers.
30. The award of the contract does not exonerate the contractor from the obligation of obtaining any other permit and/or license that may be required under any law, principal or subsidiary, in force in Malta from time to time.
31. The Contractor shall within 7 days in the case of a local contractor, (15 days in the case of an overseas contractor)- such periods to commence from the date of the letter of Acceptance- furnish the Bank Guarantee by a local Bank referred to in the form of tender amounting to 10% or 15 % according to the value of the contract.
32. This contract shall be, and be deemed to be a Maltese Contract and shall be governed by and construed according to the laws for the time being in force in Malta. Notwithstanding any other agreement or condition to contrary, in case of any disagreement or claims, the Maltese courts shall have exclusive jurisdiction to hear and decide on the merits of the matter in dispute.
33. Notwithstanding anything contained herein or in the notice for tender or in the form of tender, if a tenderer happens to be a statutory body having a distinct legal personality and if a contract is awarded to such a body, Bank Guarantee will not be required and the provisions of all clauses relating to the submission of a bank Guarantee shall not apply but the said body shall bind itself to indemnify the Government against any failure on the part of such body to comply with any of the conditions of the tender.



General Conditions governing the Employment of Labour in connection with Government Contracts

1. The following conditions shall apply to all contracts entered into by the Maltese Government, the execution of which involves the employment of workers by the other party to the contract and expenditure of public funds of an amount exceeding €1,164.69 being contracts for:
  - (a) the construction, alteration, repair or demolition of public works;
  - (b) the manufacture, assembly, handling or shipment of material, supplies or equipment; or
  - (c) the performance or supply of services.
2. The wages, hours of work and other conditions of labour of workers employed by a contractor shall be of not less than those established for work of the same character:-
  - (a) by national laws and regulations as modified by collective agreement or other recognised machinery of negotiation between employers and workers representatives respectively of substantial proportions of employers and workers in the trade or industry concerned or by voluntary settlement or arbitration award under the Conciliation and Arbitration Act affecting such employers and workers; or
  - (b) failing such modifications described in (a) by the laws and regulations as modified by the general level observed by the employers in the trade or industry in which the contractor is engaged; or
  - (c) failing the applicability of (a) and (b), then by collective agreements, voluntary settlement, or arbitration award, or by the general level in the trade or industry.
3. On tendering for Government contracts, the contractor shall certify that to the best of his knowledge and belief, the wages, hours of works and conditions of workers employed by him in the trade or industry in which he is offering himself as a contractor are fair and reasonable, having regard to the provisions of condition 2 above.
4. Any difference or dispute arising so as to what wages ought to be paid, or what hours or other working conditions ought to be observed in accordance with the requirements of condition 2 shall, if not otherwise disposed of, be referred to the Malta Arbitration Tribunal for settlement by it.
5. The Contractor shall keep proper wages books and time sheets showing the wages paid and the time worked by the workers in and about the execution of the contract, and he shall be bound, whenever required, to produce such wages books and time sheets for the inspection of any person authorised by the Head of Department concerned or by the Head of the Department of Citizenship and Expatriate Affairs
6. The Contractor shall also, when required to do so, furnish to the Department concerned or to the Department of Citizenship and Expatriate Affairs such further detailed information and evidence as the Head of the Department may deem necessary in order to be satisfied that these conditions have been complied with.
7. (1) A contractor shall not be entitled to payments of any money which would otherwise be payable under the terms of the contract in respect of the work and labour performed in the execution of the contract in respect of the work and labour performed in the execution of the contract unless and until he shall have filed a statement, certified by him to be correct, showing:-
  - (i) the rates of wages and hours of labour of the various classes of workmen employed in the execution of the contract;
  - (ii) whether any wages in respect of the said work and labour remain in arrears; and
  - (iii) that all the labour conditions of the contract have been complied with.(2) Where the works carried out by the Contractor extend over a period of six months or more, the contractor shall file such a statement every six months, even where he shall be entitled to payment only when the works have been completed.
8. If any worker employed in the execution of the contract files a claim to the Department of Citizenship and Expatriate Affairs that any payment in respect of wages due to him has not been made, the Director of Citizenship and Expatriate Affairs may, if the claim is proved to his satisfaction and if the contractor fails to pay, arrange for the payment of such claim out of monies at any time payable to the contractor under the said contract and the amount so paid shall be deemed a payment under the contract.



9. The contractor shall assume full responsibility and accountability regarding the health and safety of his/her employees and/or sub-contractors including any third parties involved in the execution of this contract.
10. The contractor shall be bound to confirm with Act VII of 1994 (Promotion of Occupational Health and Safety) as well as any national legislation, regulations, standards and/or codes of practice, in effect during the execution of the contract, regarding health and safety issues, as they apply for the contractor's particular operating situation and nature of work activities.
11. Any contractor who contravenes these conditions shall not be allowed to tender for Government contracts for such period as the Government may determine.
12. Contractors shall recognize the freedom of their workers to be members of registered trade unions.
13. It shall not be lawful for the contractor to transfer to assign the contract directly or indirectly, or any part, share or interest in it or any amount due by the Government, therefore, to any person or persons whomsoever, without the written consent of the Government.
14. The contractor shall be held responsible for compliance with these conditions by sub-contractors, or by assignees of contracts on whose behalf application is made by the contractor in terms of the preceding paragraph of these conditions. The limit of €1,164.69 shall not apply to sub-contractors and assignees of contracts.
15. These conditions shall not apply to employees of contractors occupying positions of management, or of a technical, professional or scientific character who do not ordinarily perform manual work.

ETS DOCUMENT SAMPLE



## PART THREE

### 3.0 **Specifications**

The following documents form an integral part of this tender document.

| <b>FTS Ref</b>       | <b>Description</b>  |
|----------------------|---|
| <b>FTS/Specs/117</b> | <b>Metalwork – Electrical Sub-station and Switchgear Industrial Doors</b> |

#### **NOTE:**

ALL THE BRITISH STANDARDS QUOTED IN THE SPECIFICATIONS MAY BE REPLACED BY THE EQUIVALENT EUROPEAN STANDARD.

FTS DOCUMENT SAMPLE



## **117      METALWORK – Electrical Sub-Station and Switchgear Industrial Doors**

### **117.1      General Requirements**

- 117.1.1 Doors for electrical substations shall comply with EneMalta requirements with regards to ventilation provisions.
- 117.1.2 The material in all stages of transportation, handling and storage shall be kept clean and free from damage, bending and distortion.
- 117.1.3 Site work shall be restricted to fixings and other operations that cannot be undertaken in the workshop. Burrs, sharp edges and angles, coarse file marks, excess weld metal and similar imperfections from all classes of work shall be removed. Work shall not be allowed to rust or otherwise deteriorate between fabrication and final treatment. Fixing and installation shall provide a means that prevents corrosion due to contact with incompatible metals and other materials.
- 117.1.4 Holing shall be done in a manner that does not deform or damage the material. Generally, cuts shall be performed by shearing or sawing, form holes by drilling or punching. Cutting by hand-held flame is not permitted.
- 117.1.5 Continuous welds are to be formed in a way that is suited to the type of work. Welded joints are to be neatly made, filed smooth and left clean and adequate means shall be employed for temporarily fastening the parts to be welded together until the joints are welded. Welds shall be finished to match the surface; on surfaces unseen in the finished work the welds may be left as laid. Spot welds are not permitted unless specified or used to assist assembly. All welds are to be cleaned and flux residues removed.
- 117.1.6 Machine bending, pressing, cold rolling, forging or shaping shall be executed without weakening or damaging the metal.
- 117.1.7 Joint faces are to be formed to fit accurately in full contact. A suitable joint coating shall be used for bolted or screwed connections (e.g. a primer for fabrications which will be painted).

### **117.2      Steel**

- 117.2.1 Mild steel shall comply with BS 4, Part 1, BS 1449: Part 1 and BS EN 10210-1.
- 117.2.2 Flat bars shall comply with BS EN 10067.

117.2.3 Hollow sections shall comply with BS EN 10210.

117.2.4 Sections shall comply with BS EN 10024.

117.2.5 Angles shall comply with BS EN 10056.

117.2.6 Stainless steel shall be Austenitic steel.

### **117.3 Mechanical Fastenings**

117.3.1 General purpose bolts and screws shall comply with BS 4190 and with BS 3692 when bolts and nuts with a greater degree of precision are required. Unless otherwise stated, the grade of steel shall be Grade 4.6 with matching grade nuts.

117.3.2 Expanding bolts shall have a proprietary fixing comprising corrosion-resistant expanding insert and removable bolt threaded stud to suit the work being fixed.

### **117.4 Corrosion Protection - General**

117.4.1 The protection of steelwork against corrosion shall be in accordance with BS 5493. Paints and varnishes for the protection of steel shall comply with BS EN 12944-1 to 8.

### **117.5 Coating Materials**

117.5.1 Priming shall be applied to the concealed pads of joints (e.g. spigots, sleeved ends, joint faces) as the joints are made. The primer shall be applied by brush, not sprayed and as per manufacturer's instructions.

117.5.2 Galvanizing shall be applied by the hot dip process to BS EN ISO 1461, Hot Dip Galvanized Coatings on Fabricated Iron and Steel Articles, to an average coating thickness of 140 micrometers. Unavoidable damage (e.g. post-fabrication welding) is to be recoated by applying at least two coats of zinc-rich primer to BS 4652. The Contractor shall be responsible for the provision of all holes required for the purposes of filling, venting and draining. All concealed parts shall be treated.

117.5.3 The Contractor shall propose the location, size and method of plugging, where required, of all such holes which must be approved by the Architect before fabrication commences.

117.5.4 Zinc phosphate priming to BS 4652 shall have a dry film thickness of 75 micrometers.

## **117.6 Blast Cleaning**

- 117.6.1 Preparation of steel substrates before application of paints and related products shall comply with BS EN ISO 8501-1 and 2.
- 117.6.2 Sherardizing shall consist of a zinc coat to all small articles (e.g. bolts etc). associated with galvanised work (and, other small articles described as sherardized or zinc-coated) in accordance with BS 4921, Class 1/Class 2.
- 117.6.3 Finished items shall be wrapped, taped or otherwise protected with non-absorbent coverings.
- 117.6.4 Protective finishes shall generally be applied after fabrications. Subject to approval and if an equivalent standard of finish and protection will be attained, pre-finished metal may be used.
- 117.6.5 As far as possible the fabricated metalwork shall incorporate joints that will permit the work to be dismantled into sections small enough for transport and site handling or small enough for tank immersion or other treatments that impose size limits. Unless such joints are shown on the drawings, the Contractor shall design them to incorporate the following characteristics:
  - a) Unobtrusive appearance.
  - b) Strength not to be less than the unjointed member.
  - c) Ease of assembly without damage to the surface treatment.
  - d) Moisture-proof, if exposed to moisture.
  - e) Weatherproof, if exposed to the weather.
- 117.6.6 Upon completion (or when directed) all protective tapes, casings or other covers shall be removed and the metalwork cleaned and polished.

## **117.7 Frames**

- 117.7.1 All frames shall be manufactured of rolled steel heavy universal sections throughout and rust proofed by the hot-dip galvanising method incorporating the use of zinc in the protecting metallic coat.
- 117.7.2 Doors and frames are to be of rolled steel standard sections. Frames are to be electrically welded at corners. All frames are to be fixed in a perfect vertical position, without any twist. They shall open and close easily without any jamming.
- 117.7.3 The thickness of pressed steel galvanised sheets shall not be less than 16 gauge, free of laminations or gross slag inclusions.
- 117.7.4 Unless otherwise indicated, doors are to be fitted with a lock in addition to handles and supplied complete with three keys. All



materials used in door fittings and locks shall be made of steel and of robust construction. The quality of workmanship, performance, strength and durability of such locks shall be in accordance with BS 2088 and BS 3621.

**117.8 Industrial, Commercial and Garage Doors and Gates without Fire Resistance or Smoke Control Provisions**

117.8.1 Doors shall comply with EU Directive 89/106/EEC.

117.8.2 Industrial, commercial and garage doors and gates without fire resistance or smoke control provisions shall comply with EN 13241-1.

117.8.3 Test methods shall be as follows:

|                                 |          |
|---------------------------------|----------|
| Air Permeability                | EN 12427 |
| Mechanical Aspects              | EN 12605 |
| Resistance to Water penetration | EN 12489 |
| Resistance to Wind Load         | EN 12444 |
| Safety (If power operated only) | EN 12445 |

117.8.4 Methods of test for operating forces shall be as per EN 12046-2.

**117.9 Corrosion Resistance**

117.9.1 The corrosion resistance of all hardware shall comply with BS EN 1670.



## PART FOUR

### **BILL OF QUANTITIES**

ETS DOCUMENT SAMPLE

**Bill of Quantities for the Supply, Manufacturing and Fixing of Galvanized Steel Doors for the New Boys' Secondary School,  
Mosta (Zokrija)**

| Item No.                               | Description  | Qty | Unit | RATE inc. V.A.T and all expenses as may be applicable.                                     | AMOUNT inc. V.A.T and all expenses as may be applicable.                                   |
|--|--|-----|------|--|--|
|  | <p><b><u>GALVANIZED STEEL DOORS</u></b></p> <p><b><u>Preamble - Galvanized Steel doors</u></b></p> <p>Rates are to include for all steel sections required.</p> <p>Rates to include for the galvanizing of apertures and sections.</p> <p>Rates are to include for all necessary ironmongery etc and the supply, manufacture and fixing of same.</p> <p>Joints between doors and masonry are to be sealed with proprietary sealant</p> <p>The contractor shall remain responsible for any missing keys up to the date of the official handing over.</p> <p>The Contractor shall be responsible for taking detailed measurements on site for each individual aperture.</p> <p>Dimensions shown on Drawings are only indicative and shall not be used for manufacturing purposes.</p> <p>Colour :<br/>To be defined by the Project Manager</p> |     |      | <p>Incl.</p> <p>Incl.</p> <p>Incl.</p> <p>Incl.</p> <p>Incl.</p> <p>Incl.</p> <p>Incl.</p> | <p>Incl.</p> <p>Incl.</p> <p>Incl.</p> <p>Incl.</p> <p>Incl.</p> <p>Incl.</p> <p>Incl.</p> |
| <b><u>Subtotal Carried Forward</u></b> |  |     |      | €  | 0.00   |

NAME OF TENDERER

DATE: \_\_\_\_\_ SIGNATURE OF TENDERER: \_\_\_\_\_

**Bill of Quantities for the Supply, Manufacturing and Fixing of Galvanized Steel Doors for the New Boys' Secondary School,  
Mosta (Zokrija)**

| Item No.  | Description   | Qty | Unit | RATE inc. V.A.T and all expenses as may be applicable. | AMOUNT inc. V.A.T and all expenses as may be applicable. |
|---|---|-----|------|--|--|
|   | <b><u>Subtotal Brought Forward</u></b>  |     |      | €  | 0.00   |
|   | <b><u>Galvanized steel doors</u></b>  |     |      |  |  |
|   | Manufacture, supply, transport and fix in place the following GALVANIZED STEEL apertures  |     |      |  |  |
| 1.1   | Four leaf (side hung) galvanized steel sub-station and switch room doors Type 1 including eight louvered openings as in Detail Drawing 147-09-550 (Approx dim: 2.20m wide x 2.73m high) | 1   | No.  |  |  |
| 1.2   | Ditto - but Type 2 - 1.50m wide x 2.73m high  | 1   | No.  |  |  |
| 1.3   | Ditto - but Type 3 - 0.75m wide x 2.40m high  | 1   | No.  |  |  |
| 1.4   | Galvanized steel security mesh screen as in Detail drawing 147-09-550 (Approx. Dim: 0.54m wide x 0.273m high)   | 15  | No.  |  |  |
| 1.5   | Galvanized steel security louvers as in Detail drawing 147-09-550 (Approx. Dim: 0.54m wide x 0.273m high)   | 15  | No.  |  |  |
| 1.6   | Galvanized steel service manhole cover including galvanized steel frame (approx dim: 0.6m x0.8m) as per Detail drawing No. 147-09-550   | 1   | No.  |  |  |
| 1.7   | Galvanized steel access ladder fixed vertically to masonry wall.(Approx. six course high)   | 1   | No.  |  |  |
| 1.8   | Supply and lay 6mm chequered plate flooring supported on 40x40 galvanized steel angle as per Detail Drawing No. 147-09-550. (Approx width 0.80m)  | 15  | l.m. |  |  |
| 1.9   | Single leaf (fixed) galvanized steel louvered window as in Detail Drawing 147-09-550 (Approx dim: 0.57m wide x 1.05m high)  | 2   | no.  |  |  |
| <b><u>Total Amount of Works including Vat and all expenses as may be applicable</u></b> |   |     |      |  |  |

NAME OF TENDERER \_\_\_\_\_

DATE: \_\_\_\_\_ SIGNATURE OF TENDERER: \_\_\_\_\_



## PART FIVE

### **Annexes**

- 1 Subcontractors List**
- 2 Bar Chart showing Milestone Activities, Duration and Manpower Levels**
- 3 Occupational Health And Safety Declaration Waiver And Indemnity**
- 4 Bid-Bond – Not Applicable**
- 5 Performance Bond**
- 6 Procedure for the submission of appeals**
- 7 List of similar or larger projects**
- 8 Conditions of Employment**

ETS DOCUMENT SAMPLE



**ANNEX 1 - SUBCONTRACTORS LIST**

|   | <b>WORKS<br/>DESCRIPTION</b> | <b>NAME AND ADDRESS<br/>OF SUBCONTRACTOR</b> | <b>VAT<br/>REGISTRATION<br/>NUMBER</b> | <b>ETC<br/>REGISTRATION<br/>NUMBER</b> |
|---|------------------------------|--|--|--|
| 1 |                              |  |  |  |
| 2 |                              |  |  |  |
| 3 |                              |  |  |  |
| 4 |                              |  |  |  |
| 5 |                              |  |  |  |
| 6 |                              |  |  |  |

**Tenderers are to insert “Not Applicable” if NO subcontractors are going to be engaged to carry out the above mentioned works.**

NAME OF COMPANY OR INDIVIDUAL  
SUBMITTING THE TENDER: \_\_\_\_\_

SIGNATURE OF PERSON DULY AUTHORISED  
TO SIGN THIS TENDER (on behalf of the company or individual submitting the tender):

\_\_\_\_\_

DATE \_\_\_\_\_



**ANNEX 2 – WORKS PROGRAMME**

***Bar Chart Showing Milestone Activities, Duration and Manpower Levels***

| <i>Calendar Weeks</i>              | <i>1</i> | <i>2</i> | <i>3</i> |
|------------------------------------|----------|----------|----------|
| <b><i>Description of Works</i></b> |          |          |          |
| 1. Taking Measurements             |          |          |          |
| 2. Manufacturing                   |          |          |          |
| 3. Fixing                          |          |          |          |

The above is a basis for the programme of works. The programme to be submitted is to be detailed to give confidence to FTS that the Contractor is capable of completing the works on time. The above schedule is only for guidance.

NAME OF COMPANY OR INDIVIDUAL  
SUBMITTING THE TENDER: \_\_\_\_\_

SIGNATURE OF PERSON DULY AUTHORISED  
TO SIGN THIS TENDER (on behalf of the company or individual submitting the tender):

\_\_\_\_\_

DATE \_\_\_\_\_





**ANNEX 3**

**OCCUPATIONAL HEALTH AND SAFETY DECLARATION WAIVER AND INDEMNITY**

The undersigned is duly authorised to represent \_\_\_\_\_  
*NAME OF CONTRACTOR COMPANY ("the Contractor")*

The Contractor acknowledges that it is tendering to perform/performing works at \_\_\_\_\_ as contractors  
*SITE DESCRIPTION Schools ("the FTS")*

for the Foundation for Tomorrow's and that for all intents and purposes at law the Contractor shall / is responsible to ensure that health and safety obligations in respect of its employees and any third parties accessing the site described above shall be / are respected in full at all times including during the use of machinery and equipment.

The Contractor shall assume full responsibility and accountability regarding the health and safety of its employees and/or subcontractors including any third parties involved in the execution of his contract.

The Contractor shall be bound to conform and comply with Chapter 424 of The Laws of Malta (Occupational Health and Safety Authority Act) as well as any other national legislation, regulations, standards; and/or codes of practice or an amendment thereto in effect during the execution of the contract.

The Contractor hereby undertakes to indemnify the FTS against any and all liability including judicial and extra-judicial costs that may be incurred as a result of any failure on the part of the Contractor to ensure health and safety as above stated and undertakes to effect payment to FTS on simple demand in respect of any such liability.

NAME OF COMPANY OR INDIVIDUAL  
SUBMITTING THE TENDER: \_\_\_\_\_

SIGNATURE OF PERSON DULY AUTHORISED  
TO SIGN THIS TENDER (on behalf of the company or individual submitting the tender):  
\_\_\_\_\_

DATE \_\_\_\_\_



**ANNEX 4**

**BID BOND – Not Applicable**

ETS DOCUMENT SAMPLE



## **ANNEX 5**

### **Performance Bond**

#### **Chairman Foundation for Tomorrow's Schools**

In connection with the agreement entered into between yourself on behalf of the Malta Government and

\_\_\_\_\_  
(Name and address of contractor)

Referred to as "the Contractor" as per the latter's tender dated \_\_\_\_\_ and your Acceptance (Ref \_\_\_\_\_) of the \_\_\_\_\_

Whereby the contractor undertook to provide, supply, deliver to site/store, erect complete, hand over in working order and thereafter maintain \* in accordance with the terms of clause \_\_\_\_\_ of the General conditions the works/services as mentioned, enumerated or referred to in the Specifications and/ or bills of Quantities forming part of the tender documents, we hereby guarantee to pay you on demand a maximum sum of (amount in words and figures) \_\_\_\_\_

(€ \_\_\_\_\_) in case the obligations under the above-mentioned agreement are not duly performed by the contractor.

**It is understood that this guarantee will become payable on your first demand and that it shall not be incumbent upon us to verify whether such demand is justified.**

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

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

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

\_\_\_\_\_  
(Local Bank)  
Manager

\_\_\_\_\_  
Accountant

I accept in the entirety conditions set out above

\_\_\_\_\_  
Contractor

**\*Delete where not applicable**

**GS 128**



## **ANNEX 6**

### **Procedure for the submission of appeals extract from L/N 177/2005.**

#### **PART II**

#### **Rules governing public contracts whose value does not exceed €47,000**

20. (1) Where the estimated value of the public contract exceeds €12,000 but not €47,000 and is issued by a Local Council or by an authority listed in Schedule 2, any interested economic operator shall have a right to make a complaint to the General Contracts Committee in accordance with the procedure laid down in these regulations.

(2) The contracting authority shall be obliged to issue a notice and affix an advertisement, in a prominent place at its premises, indicating the awarded public contract, the financial aspect of the award and the name of the successful tenderer.

(3) Any interested economic operator who may be aggrieved by the award shall, within three working days from the publication of the notice, file a letter of objection, together with a deposit of €230, with the contracting authority, clearly setting forth any reason for his complaint. The letter by the complaining tenderer shall be affixed on the notice board of the contracting authority and shall be brought to the attention of the recommended tenderer. The contracting authority shall be precluded from concluding the contract during the period allowed for the submission of appeals. The award process shall be completely suspended if an appeal is eventually submitted.

(4) After the expiry of the period allowed for the submission of a complaint, the contracting authority shall deliver the letter of complaint, the deposit receipt and all documents relating to the public contract in question to the Director of Contracts.

(5) The Director of Contracts shall refer the case to the General Contracts Committee which shall examine the matter in a fair and equitable manner and determine the complaint by upholding or rejecting it. The written decision of the General Contracts Committee shall be affixed on the notice board of the contracting authority and copies thereof shall be forwarded to all the parties involved.

(6) In its deliberation the Committee shall have the authority to obtain in any manner it deems appropriate, any other information not already provided by the contracting authority. The General Contracts Committee's decision shall be final and binding on the contracting authority and the interested economic operator who shall not be afforded any further recourse.

(7) Tender documents issued in terms of this Part shall include a clause informing tenderers that the award of the contract is subject to the right of recourse as provided for in this regulation, a copy of which should be reproduced in the documents.

(8) The Minister shall have the authority to order by legal notice, that recourse as provided in this regulation be made available also by authorities listed in Schedule 3 and to prescribe the procedure by which such recourse is to be granted.

**LIST OF SIMILAR OR LARGER PROJECTS FOR WHICH THE TENDERER  
OR HIS ORGANISATION WAS SOLELY RESPONSIBLE.**

ETS DOCUMENT SAMPLE

DATE \_\_\_\_\_



**ANNEX 8**

**CONDITIONS OF EMPLOYMENT**

Tenderers may add here the conditions of employment of the respective categories of employees who would be performing work on the successful tenderer's behalf in relation to the awarded contract (Vide clause 1.18.7 in the Instructions to Tenderers).

Signature .....

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

Date .....



## PART SIX

### List of Drawings

| <b><u>No.</u></b> | <b><u>Details</u></b>  | <b><u>Drawing No.</u></b> |
|-------------------|--|---------------------------|
| 1                 | Proposed Steel Work for Enemalta Substation & School Switch room | 147-09-550                |

ETS DOCUMENT SAMPLE