



REFERENCE NUMBER: [PSMŻ/2023/2]

TENDER FOR THE MANUFACTURING AND SUPPLY, DELIVERY AND UNLOADING OF HARD STONE ELEMENTS INCLUDING BALUSTRADES, DECORATIVE PLINTH, HANDRAIL AND ORNAMENTAL PARAPET WALL FOR THE ZEBBUG PARISH CHURCH (GOZO)

Project being completed in collaboration with the Ministry for Gozo and partly funded from the Eco Gozo Directorate.

IMPORTANT:

No Bid Bond is requested for this tender.

Date Published: 7th June 2023

Deadline for Submission: 30th June 2023 at 10:00am
CET/CEST

Tender Opening: 30th June 2023 At 10:00am
CET/CEST

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# SECTION 1 - INSTRUCTIONS TO TENDERERS

## 1. General Instructions

- 1.1 In submitting a tender, the tenderer accepts in full and in its entirety, the content of this tender document, including subsequent clarifications issued by the Non-Governmental Organisation (NGO), whatever the economic operator's own corresponding conditions may be, which through the submission of the tender is waived. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender document. These Instructions to Tenderers and ensuing special conditions complement the General Rules Governing Tenders for NGOs.

**No account can be taken of any reservation in the tender in respect of the procurement documents; any disagreement, contradiction, alteration or deviation shall lead to the tender offer not being considered any further.**

**Prospective tenderers must submit their offer by depositing it in a sealed envelope in the tender box, located at Zebbug Parish Church Office, Triq il-Knisja, Zebbug. Prospective tenderers take full responsibility to submit their offer by the set tender submission deadline.**

**Note:**

**Where in this tender document a standard is quoted, it is to be understood that the Contracting Authority will accept equivalent standards. However, it will be the responsibility of the respective bidders to prove that the standards they quoted are equivalent to the standards requested by the Contracting Authority.**

The Estimated Procurement Value for this Call for Tenders has been based on comprehensive research including appropriate financial analysis. In the context of this procurement, the Estimated Procurement Value, based on market research, is of €15,000.00 excluding VAT.

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

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

- 1.2 The subject of this tender is the Supply, Delivery and unloading of Hard stone Elements for The Parish Church In Zebbug, Gozo.
- 1.3 The place of acceptance of the services/supplies/works shall be at Zebbug Parish Church, Pjazza l-Assunta, at Zebbug, Gozo the time-limits for the execution of the contract shall be 6 weeks, and the INCOTERM2020 applicable shall be Delivery Duty Paid (DDP).
- 1.4 This is a Unit Price for supplies contract. The Contracting Authority reserves the right to increase or decrease the quantities of the items in the BOQ. In such cases the rates and prices cannot be altered. The Contracting Authority also reserves the right to reject all offers even the most advantageous.
- 1.5 This call for tenders is being issued under an open procedure.
- 1.6 The beneficiary of this tender is Zebbug Gozo Parish Church, Triq il-Knisja, Zebbug, Gozo.
- 1.7 This tender is not a reserved contract.

## 2. Timetable

|                                                                                                                                                                                                  | DATE                       | TIME    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|---------|
| Clarification Meeting/Site Visit (Refer to Clause 6.1)                                                                                                                                           | n/a                        | n/a     |
| Deadline for request for any additional information from the NGO - 13 calendar days before deadline for tenders<br><br>Clarification requests should be addressed to: <i>NGOs e-mail address</i> | 22 <sup>nd</sup> June 2023 | 10:00am |
| Last date on which additional information can be issued by the NGO - 8 calendar days before deadline for tenders                                                                                 | 26 <sup>th</sup> June 2023 | 10:00am |
| Deadline for submission of tenders/Tender opening session (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering for NGOs)                                  | 30 <sup>th</sup> June 2023 | 10:00am |

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

## 3. Lots

- 3.1 This tender is not divided into lots, and tenders must be for the whole of quantities indicated. Tenders will not be accepted for incomplete quantities. Tender is being issued for one (1) lot since only one type of works/supplies and services are being requested. Moreover, the system is to be holistic and therefore has to be provided by the same contractor.

## 4. Variant Solutions

- 4.1 Variant solutions are not permissible.

## 5. Financing

- 5.1 The project is co-financed from the EcoGozo Directorate, Ministry for Gozo.  
5.2 The Contracting Authority of this tender is the Zebbug Gozo Parish Church

## 6. Clarification Meeting/Site Visit

- 6.1 No clarification meeting/site visit is planned.

## 7. Selection and Award Requirements

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

### (A) Eligibility Criteria

Economic Operators are to complete the Eligibility Section by providing the necessary documents as follows: <sup>(Note2)</sup>

- (i) No Bid Bond is required. <sup>(Note 1)</sup>  
(ii) Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment by submitting a declaration to this effect. **(NOT applicable)**

- (iii) Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment by completing the minimum hourly workers' costs declaration involving the provision of the employees' services. <sup>(Note 2)</sup> **(NOT applicable)**
- (iv) Power of Attorney (if applicable) <sup>(Note 2)</sup>
- (v) Submission of the declaration form that stipulates that following signature of contract, the successful bidder, will provide evidence in respect of the requirements stipulated regarding Energy Efficiency through the Energy Efficiency Form **(NOT applicable)** <sup>(Note 2)</sup>

**(B) Exclusion (including Blacklisting) and Selection Criteria - information to be submitted through the completion of the following declaration forms:**

- (i) Declaration concerning exclusion grounds
- (ii) Declaration concerning *Selection Criteria*

**(C) Technical Specifications**

- (i) Tenderer's Technical Offer in response to specifications is to be submitted as part of the offer. <sup>(Note 3)</sup>

The Technical offer consists of:

- **Technical Offer Form** <sup>(Note 3)</sup>

**(D) Financial Offer**

- (i) A financial offer is to be submitted by filling in the Bill of Quantities and is to be calculated on the basis of Delivered Duty Paid (DDP)2020 (Grand Total) for the works tendered. <sup>(Note 3)</sup>

**Notes to Clause 7:**

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

**8. Tender Guarantee (Bid bond)**

- 8.1 No tender guarantee (bid bond) is required.

**9. Criteria for Award**

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

## ***10. Expenses related to the submission of the Tender***

- 10.1 The tenderer will bear all costs associated with the preparation and submission of the tender. The Zebbug Gozo Parish will in no case be responsible or liable for such costs, expenses or losses which the tenderer may incur, whatever the conduct or outcome of the procedure.

## SECTION 2 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

### Part X of the Public Procurement Regulations

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

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

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

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

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

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

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

- (a) any decision by the General Contracts Committee or the Special Contracts Committee or by the NGO shall be made public by affixing it to the notice-board of the same NGO as the case may be or by uploading it on Government's e-procurement platform prior to the award of the contract if the call for tenders is administered by the NGO;
- (b) the appeal of the complainant shall also be affixed to the notice-board of the Review Board and shall be communicated by fax or by other electronic means to all participating tenderers;
- (c) the NGO and any interested party may, within ten calendar days from the day on which the appeal is affixed to the notice-board of the NGO and uploaded if/where applicable on the Government's e-procurement platform, file a written reply to the appeal. These replies shall also be affixed to the notice-board of the Review Board and where applicable it shall also be uploaded on the Government's e-procurement platform;
- (d) within three working days of the publication of the replies, the Secretary of the Review Board shall prepare a report (the Analysis Report) analysing the appeal and any reply to it. This report shall be circulated to the persons who file an appeal and to all parties who submitted a reply to the appeal;
- (e) after the preparatory process is duly completed, the Director or the Head of the NGO shall forward to the Chairman of the Review Board all documentation pertaining to the call for

tenders in question including files, tenders submitted, copies of deposit receipts and any motivated letter;

(f) The secretary of the board shall inform all the participants of the call for tenders, the NGO of the date or dates as the case maybe when the appeal will be heard;

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

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

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

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



## SECTION 3 - SPECIAL CONDITIONS

These conditions amplify and supplement, if necessary, the General Conditions governing the contract. Unless the Special Conditions provide otherwise, those General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the Articles of the General Conditions. Other Special Conditions may be indicated afterwards.

### *Article 2: Law Applicable and Language of the Contract*

- 2.1 The laws of Malta shall apply in all matters not covered by the provisions of the contract.
- 2.2 The language used shall be English.

### *Article 3: Order of Precedence of Contract Documents*

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

Addenda have (including clarifications/rectifications at evaluation stage) the order of precedence of the document they are modifying.

### *Article 4: Communications*

- 4.1 Further to what is stated in the General Conditions, any communication during the contract's execution should be addressed to the:

Zebbug Gozo Parish Church  
Triq il-Knsija  
Zebbug, Gozo

The details, including email of the Contracting Authority's contact person will be provided to the Contractor following contract's signature.

### *Article 7: Supply of Documents*

- 7.4 Further to the provisions of the General Conditions, a delivery note must be provided by the Contractor upon each delivery. An invoice must be issued by the Contractor for each delivery and respective payments will be processed following certification by the Contracting Authority.

### *Article 8: Assistance with Local Regulations*

- 8.3 As per General Conditions.

### **Article 9: The Contractor's Obligations**

- 9.6 Sub-Article 9.6 is not applicable for Malta Funds. This Project is co-financed by the EcoGozo Directorate, Ministry for Gozo.

### **Article 10: Origin**

- 10.1 As per General Conditions.

### **Article 11: Performance Guarantee**

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

Once the above percentages have been determined on the total contract value, and hence 4% or 10% have been defined, the following shall apply.

Where the contract is a Framework Contract, the Performance Guarantee may cover the yearly/annual total contract value<sup>1</sup>, which means that the performance guarantee is calculated on the total contract value, and then divided by the number of years covered by the contract.

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

- 11.3 The performance guarantee shall be in the format given in Section 4 and shall be provided in the form of a bank guarantee.
- 11.7 The Performance Guarantee shall be released within 30 days from final payment.

### **Article 12: Insurance**

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<sup>1</sup> Total contract value means the price for which the contract is going to be awarded following endorsement by all parties.

12.1 As per General Conditions.

***Article 13: Performance Programme (Timetable)***

13.1 Not applicable.

***Article 14: Contractor's Drawings/Diagrams***

14.1 As per General Conditions.

14.7 As per General Conditions.

***Article 15: Tender Prices***

15.1 As per General Conditions.

***Article 16: Tax and Customs Arrangements***

16.1 As per General Conditions.

16.2 As per General Conditions.

***Article 17: Patents and Licences***

17.1 As per General Conditions.

***Article 18: Commencement Order***

18.1 The contract shall commence from the date of last signature on contract.

***Article 19: Period of Execution of Tasks***

19.1 The execution of the contract shall be 6 weeks from order to start works.

All supplies shall be delivered in quantities stipulated in the administrative order issued by the Contracting Authority and accompanied by a delivery note that shall be signed for by the Contracting Authority representative after an inspection of all items by the Contracting Authority or its representative, to ensure conformity with the administrative order and contract documents. Partial supplies of quantities indicated in the administrative orders shall not be accepted.

19.2 As per General Conditions.

***Article 22: Modification to the Contract***

22.11 Further to the General Condition, repetition of Services may not exceed the 30% of the contract value. This provision caters for any unforeseen increases in the items listed in the Financial Offer Form. The unit price in the Financial Bid Form shall be applicable under this modification.

22.12 Not applicable.

***Article 24: Quality of Supplies***

24.2 Further to what is stated in the General Conditions, all supplies delivered shall be accepted only if the items are in accordance with the technical specifications stipulated within this contract. All supplies shall be verified against each administrative order.

In case that the quality of the supplies, or any part of it, is not deemed to be up to the standards set out in this tender document, the Contracting Authority shall order the substitution with proper and suitable supplies as per contract specifications; which replacements shall be delivered within three (3) working days of notification. Failure by the Contractor to deliver within this stipulated time period shall be considered as breach of contract. Moreover, the Contracting Authority shall not be held liable for any charges/damages in this regard, nor entertain any payments towards items deemed defective or unsatisfactory by the Contracting Authority or its Representative.

Without prejudice to the General Conditions, in case that substitution of material is not completed within the period of three (3) working days, the Contracting Authority may order the substitution for improper or unsuitable items / materials with proper and suitable items /materials from another contractor at the expense of the awarded contractor and the Contracting Authority shall not be held liable for any losses and/or damages incurred by the Contractor.

***Article 25: Inspection and Testing***

25.2 Inspection shall take place upon delivery at the Manufacturing and Services Section in Xewkija, Gozo, or as otherwise directed by the Contracting Authority. The supplies shall be checked for any defects/damages/breakages, and if any are found, the contractor is bound to replace the defective item/s within three (3) working days of the original delivery.

All items that are found, upon inspection (or after subsequent testing), as being not according to the requested specifications, of poor or inferior quality, shall be replaced by Contractor within a maximum period of three (3) working days at his own expense, and penalties for late deliveries (in line with the provisions of Article 21 of the General Conditions) may be applied at the discretion of the Contracting Authority when the replacement of the supplies has not been effected by the deadline given, and such penalties will continue to run until complete replacement of supplies to the satisfaction of the Contracting Authority.

Moreover, the Contracting Authority, may seek the purchase of such items from other suppliers, and would not by doing so, be held liable for any damages.

***Article 26: Methods of Payment***

26.1 Payments will be made in Euro. This is a unit-price supplies contract.

Payments shall be authorised and paid by the Contracting Authority

26.3 As per General Conditions.

26.5 Further to the General Conditions, an invoice together with a delivery note must be presented for certification by the Contracting Authority for any payment to be processed. Payments will

only be affected following certification.

26.7 Not applicable.

26.9 As per General Conditions.

**Article 28: Delayed Payments**

28.1 The Contracting Authority shall pay the contractor sums due within 60 days of the date on which an admissible payment is registered, in accordance with Article 26 of these Special Conditions. This period shall begin to run from the approval of these documents by the competent department referred to in Article 26.1 of these Special Conditions. These documents shall be approved either expressly or tacitly, in the absence of any written reaction in the 30 days following their receipt accompanied by the requisite documents.

28.2 Once the deadline laid down in Article 28.1 has expired, the Contractor may, within two (2) months of late payment, claim late-payment interest:

- a) meaning simple interest for late payment at a rate which is equal to the sum of the reference rate and at least eight percent (8%);
- b) on the first day of the month in which the deadline expired.

The late-payment interest shall apply to the time which elapses between the date of the payment deadline (exclusive) and the date on which the Contracting Authority's account is debited (inclusive).

**Article 29: Delivery**

29.1 Further to the provisions of the General Conditions, the Contractor shall bear all risks relating to the supplies until provisional acceptance at destination. The supplies shall be packaged so as to prevent their damage or deterioration in transit to their destination.

29.2 As per General Conditions.

29.3 The packaging shall remain the property of the Contractor subject to respect for the environment.

29.5 Each delivery made must be accompanied by a Delivery Note as per details of article 7.4. An official invoice must also be presented for each separate delivery. Delivery of the items shall be divided into a number of consignments. The quantities mentioned in the Financial Bid Form are only an indicative quantity for supply for a 24-month period and can be decreased or increased according to the Contracting Authority's exigencies and the Contracting Authority would not, by doing so, be held liable to damages or other costs whatsoever.

Delivery of the first consignment, for which quantity will be communicated to the awarded bidder following endorsement of the contract, shall be affected within three (3) weeks from date of order. Any subsequent consignments ordered must be delivered within one week from order.

29.6 As per General Conditions.

**Article 31: Provisional Acceptance**

As per General Conditions.

***Article 32: Warranty***

32.1 Not applicable.

32.6 Not applicable.

***Article 33: After-Sales Service***

33.1 Not applicable.

***Article 35: Breach of Contract***

35.3 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 in delivery, any such infringement shall render the contractor, in each case, liable to a deduction by way of damages of 5 per cent of the value of the contract, unless the Government elects, with regard to each particular infringement, but not necessarily with regard to all infringements, to claim actual damages incurred.

***Article 37: Termination by the Contractor***

37.1 (a) As per General Conditions

***Article 41: Dispute Settlement by Litigation***

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

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

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

Tenderers bear sole liability for examining the tender documents with appropriate care, including those design documents available for inspection, any clarification notes to the tender documents issued during the tendering period and for obtaining reliable information with respect to conditions and obligations that may in any way affect the amount or nature of the tender or the execution of the works. In the event that a bidder is successful, no claim for alteration of the tender amount will be entertained on the grounds of errors or omissions in the obligations of the tenderer described above.

The bidder must provide all documents required by the provisions of the tender document. All such documents, without exception, must comply strictly with these conditions and provisions and contain no alterations made by the bidder.

### 1. Local Hardstone Elements

#### 1.01 General

The proposed local (maltese islands) hardstone elements shall be of the first quality naturally occurring material and approved by the Supervisor in charge.

The natural stone is to be of a compact nature, tightly grained, hard, without blemishes, durable and free from defects and horizontal or vertical fissures and layers. The natural stone shall not have a pitted or cracked surface and shall be of consistent texture. There should be no flaws or weaknesses, either natural or induced by inappropriate methods of extraction.

The surface finish has to be even throughout the surface of the element and it has to be carried to the edges. The local hardstone elements have to be brought to the site already finished and ready to be laid. No surface dressing or finish shall be applied on site.

All natural stone elements shall be approved by the Perit-in-Charge or his representative and any material which in his/her opinion is defective or not in line with the specifications and properties outlined in the tender document shall be replaced with material of approved quality at the Contractor's expense.

The Architect or his representative shall have access to Contractor's workshop to inspect material being manufactured and before being delivered to site. Furthermore, the Warranted Perit or his representative reserve the right to inspect quarry/ quarries from where material is being sourced to ascertain compliance with stipulated specifications.

The Contractor shall furnish all labour, material, tools and equipment required to complete the works (supply, manufacture, deliver, unloading and laying) including equipment that controls airborne dust propagation. The material shall be of a minimum thickness as per Bill of Quantities and drawings.

All proposed local hardstone material shall meet the following minimum material requirements:

| Test                                        | Mean Performance as Standard                 | 70 % of the specimens values | 90 % of the specimens values | Reference Standard |
|---------------------------------------------|----------------------------------------------|------------------------------|------------------------------|--------------------|
| Unconfined Compressive strength (dry stone) | >40MPa                                       | > 28 MPa                     | > 24 MPa                     | MSA EN 1926        |
| Flexural strength                           | >4.0MPa                                      | > 3 MPa                      | > 2 MPa                      | MSA EN13161        |
| Real and apparent density                   | >2200kg/m <sup>3</sup><br>(Apparent density) |                              |                              | MSA EN 1936        |

## 1.02 Authentic Test Certification

During the course of works, the Architect on behalf of the Contracting Authority reserves the right to take samples or carry out specialised tests on site and/or laboratory. In specific cases, analysis/tests on samples elevated may take significant time to be completed, in which case, the Supervisor may request suspension of all or part of the activities being carried out by the Contractor. Unless such tests/ analysis are being carried out due to any negligence, bad workmanship etc from the contractor's side. Should, however, the need for such tests arise due to any negligence, bad workmanship, etc. by the Contractor, expenses incurred in the carrying of such tests will be deducted from payments due to the Contractor.

The Contracting Authority cannot however be held financially etc. responsible for any temporary suspension of works requested by Architect on behalf of the Contracting Authority during the course of such sampling/ analysis.

Tenderer's attention is drawn to the fact that submitted test certificates have to comply with the following criteria to be accepted as authentic Test Certificates:

1. Compressive Strength Testing in accordance with MSA EN 1926:2006 (Natural Stone Test Method: Determination of uniaxial compressive strength).
2. Bending Strength Testing in accordance with MSA EN 13161:2008 (Natural Stone Testing Methods: Determination of flexural strength under constant moment).

Density and Water Absorption to be determined in accordance with the relative Euro Norms.

The Contracting Authority retains the right to carry out any inspections/verifications it deems fit in addition to the quality control procedures expected from the Local Hardstone Manufacturer/Supplier. These checks could include but are not limited to:

1. Quarry surveys and inspections during cutting of stone blocks
2. Factory inspection of material
3. LOT inspection of stone slabs at the factory before delivery
4. Selection of samples for Geotechnical Testing and testing supervision
5. LOT examination and checking of samples on delivery to the work site

Testing on any material, both blocks and manufactured hardstone both stored and laid.



All the Quality Control measures listed above are to ensure that the quality of material delivered on site is according to specifications. For this reason, all test results listed above are to be forwarded to the Project Manager in a timely manner.

A full set of tests as per standards listed above for the compressive strength, apparent density and open porosity is to be carried out by the Contractor for each batch of 500 square meters of natural materials.

The costs of all testing listed above, ie all testing prior to the delivery of materials on site, is to be borne by the Contractor.

The cost of any additional testing deemed necessary by the Project Manager will be borne by the Contracting Authority.

### 1.03 Dimensions of Elements

The hardstone elements shall fully comply with the detailed drawings issued which drawings will be based on those details presented with this tender document.

Colour and finish for all elements shall conform to the material of the belfry currently being constructed and have to be approved by the Perit prior to procurement and delivery to the site of any material.

### 1.04 Tolerances

Maximum allowable tolerances shall be +/- 2mm on the width, length and height of each element presented in the detail drawing;

- Permissible deviation from overall specified dimension: Generally:  $\pm 4\text{mm}$
- Moulding details:  $\pm 1.5\text{mm}$

### 1.05 Storage and Transport

All hardstone elements are to be stacked, before and during delivery on site, in such a manner that it is not damaged in any way due to excessive stresses, atmospheric deterioration or otherwise. The material will always be separated from one stone panel to the next by non-staining separators.

All components of the works are to be prepared and packaged for transportation to site in such a way as to ensure that no undue stresses or damage are caused due to shipment by sea or transport overland. All corners, edges and finished surfaces are to be protected to avoid damage until placed into position. Inspection of all components delivered to the site shall be undertaken by the Contractor.

The Architect and Project Manager reserve the right to refuse any damaged material which is delivered on site, and the cost of replacement shall be borne by the successful Bidder/Contractor.

### 1.06 Laying

The products shall be manufactured in such a way that when assembled, the final product will be laid to finish with true and even surface and to the details indicated on the design drawings. Tolerances for joints in the hard stone elements shall cater for a uniform thickness not exceeding 4mm.

Final product has to result in a smooth and even appearance with regular joints and accurate to line, level and profile.

#### 1.07 Workmanship

The standard of workmanship for the entire contract work shall be the best standard produced by qualified workforce. The complete setup shall present true and accurate lines, plumb corners and flat planes with joints in continuous lines, where applicable. No steps, ridges, bumps or ripples will be acceptable either within or between components.

The rates shall include for working around corners, edges and end recesses following installation.

In assembled elements, cutting shall be carried out with a suitable machine such as to provide clean cuts without spalling and to provide edges aligned similar to the original manufactured product.

Improvised unprofessional work will not be allowed. The Contractor shall not cut or drill or otherwise alter the work of other trades or his own work to accommodate other trades, unless such work is clearly specified on the drawings. Whenever such alteration is required, the Contractor shall obtain the Warranted Perit approval.

Bad workmanship will not be tolerated and rectification has to be carried out by Contractor at his own expense maintaining the stipulated timeframes. Detailed drawings and plans will be provided and all works will have to be according to these details. The contract rate is deemed to be all inclusive and no claims for extras and variations will be entertained.

#### 1.08 Protection to Architectural Elements

- a. Cleanliness: The architectural products are to be retained clean and free from any cementitious droppings, oil or any other materials likely to cause staining.
- b. Materials storage: Do not overload the products with stacks of other materials.
- c. Handling: Do not damage unit corners, arises, or edges.
- d. Access: For the prevention of any accidental damage, storage is to in areas of restricted access.

#### 1.09 Materials

It must be of the local hardstone type of top quality and quarried from a single source approved by the Architect. It must be free from defects and impurities that could adversely affect the integrity of the stone in use. It must also be free from defects or the appearance of the stonework. Examples of these impurities include 'swaba' or bluw markings indicating impurities on the faces of the completed work that could mar clay impurities. Blockwork must have a minimum crushing strength of 6.9 MN/sqm calculated over the gross area of the block.

## 1.10 Hardstone for elements

The proposed local hardstone elements shall be of the first quality naturally occurring local hard stone to meet the following material requirements (mean values Unconfined Compressive Strength:  $\geq 40$  MPa)

- Flexural strength:  $\geq 4$  MPa
- Real and Apparent
- Density:  $\geq 2200$  kg/m<sup>3</sup> Total and open porosity:  $\leq 15\%$

## 1.11 Stone checking

The stones for working must be checked when delivered on site to ensure that they are:

1. Undamaged or have edges and corners chipped
2. Of the specified dimensions and geometry.
3. Material conformant to that of the remaining structure
4. Any prepare joints are at right angles.

## **SECTION 5 - SUPPLEMENTARY DOCUMENTATION**

### ***5.1 - Draft Contract Form***

### ***5.2 - Glossary***

### ***5.3 - Specimen Performance Guarantee***

### ***5.4 - Specimen Tender Guarantee***

### ***5.4 - General Conditions of Contract***

The full set of General Conditions for Works Contracts, for Supplies Contracts and for Services Contracts (latest version as applicable on the date of the publication of this tender) can be viewed/downloaded from the 'Resources Section' at:

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

It is hereby construed that the tenderers have availed themselves of these general conditions, and have read and accepted in full and without reservation the conditions outlined therein, and are therefore waiving any standard terms and conditions which they may have.

These general conditions will form an integral part of the contract that will be signed with the successful tenderer/s.

### ***4.8 – General Rules Governing Tendering for NGOs***

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

## **FORMS TO BE FILLED AS PART OF THE TENDER:**

1. DECLARATION CONCERNING EXCLUSION GROUNDS
2. DECLARATION CONCERNING BLACKLISTING
3. TENDERER'S TECHNICAL OFFER - DECLARATION FORM
4. DETAILS OF BIDDER FORM
5. BIDDER'S DECLARATION (S) FORM
6. BILL OF QUANTITIES FOR THE SUPPLY OF DECORATIVE HARDSTONE ELEMENTS

## **DECLARATION CONCERNING EXCLUSION GROUNDS** (Note 2)

We hereby declare that we do not fall under any of the exclusion grounds or are blacklisted under any offence listed under Part VI of the Public Procurement Regulations

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Signature

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Company Registration Number

## DECLARATION CONCERNING BLACKLISTING (Note 2)

We hereby declare that we are submitting our bid for the tender PSMŽ/2023/2 in good faith and that we confirm that we are not blacklisted by any government or public entity. We confirm that we have not been debarred, suspended, or otherwise prohibited from participating in any government or public tendering process.

We further declare that we have not been involved in any fraudulent or corrupt practices in any tendering process, and that all the information provided in our bid is accurate and complete to the best of my knowledge.

We understand that any false statement made by us in this declaration may result in the rejection of our bid or the cancellation of any contract awarded to us. We also agree to provide any additional information or documentation that may be required by the NGO and/or tendering authority to verify our eligibility to participate in this call for quotations.

We acknowledge that the NGO and/or tendering authority has the right to verify our eligibility and may seek information from any relevant sources to confirm our status.

We hereby certify that we have read and understood all the terms and conditions of the Call for quotations, and we agree to comply with all the rules and regulations set forth by the NGO and/or tendering authority.

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Signature

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Company Registration Number

## TENDERER'S TECHNICAL OFFER - DECLARATION FORM (Note 3)

Where in this tender document a standard, brand or label is quoted, it is to be understood that the NGO/Contracting Authority will accept equivalent standards, brands or labels. However, it will be the responsibility of the respective bidders, at bidding stage, to prove that the standards they quoted are equivalent to the standards requested by the NGO/Contracting Authority.

|                                                                                                                                                                                                                                           |                                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| I declare that I have read and understood the requirements and specifications outlined in Section 3 - Special Conditions and in Section 4 - Technical Specifications of the Tender Document                                               | <input type="checkbox"/> I/We confirm |
| I hereby declare that the works provided shall be in conformity and fully compliant with all requirements and specifications outlined in Section 3 - Special Conditions and Section 4 - Technical Specifications, of the Tender Document. | <input type="checkbox"/> I/We confirm |

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Registration Number



**DETAILS OF BIDDER FORM** (Note 2)

|                                     |                         |                |              |
|-------------------------------------|-------------------------|----------------|--------------|
| <b>Name</b>                         |                         | <b>Surname</b> |              |
| <b>Telephone</b>                    | (____) _____            | <b>Mobile</b>  | (____) _____ |
| <b>Address</b>                      | .....<br>.....<br>..... |                |              |
| <b>Company Name (if applicable)</b> |                         |                |              |
| <b>Vat Number</b>                   |                         |                |              |
| <b>Email Address</b>                |                         |                |              |
| <b>Date</b>                         |                         |                |              |
| <b>Signature</b>                    |                         |                |              |

## **BIDDER'S DECLARATION(S)** *(Note 2)*

### **To be completed and signed by the bidder**

In response to your letter of invitation to bid for the above contract, I/we, the undersigned, hereby declare that:

- 1 I/We have examined, and accept in full and in its entirety, the content of this document (including subsequent Clarifications Notes issued). I/We hereby accept the contents thereto in their entirety, without reservation or restriction. I/We also understand that any disagreement, contradiction, alteration or deviation shall lead to our offer not being considered any further.
- 2 This offer is valid for a period of 90 days from the final date for submission of offers.
- 3 I/We are not bankrupt or under an administration appointed by the Court, or under proceedings leading to a declaration of bankruptcy. I/We also declare that I/we have not been convicted criminally, or found guilty of professional misconduct. Furthermore, I/we are up-to-date in the payment of social security contributions and other taxes.
- 4 I hereby declare that I do not fall under any of the grounds listed under Part VI of LN352/2016.
- 5 I/We agree to abide by the ethics clauses and have no potential conflict of interests.
- 6 I/We fully recognise and accept that any false, inaccurate or incomplete information deliberately provided in this application may result in my/our exclusion from this procedure.
- 7 My/Our submission has been made in conformity with the instructions included in this document, and in this respect I/we confirm having included in the submission, the following documentation:
  - (a) Financial Bid
  - (b) Declaration concerning Exclusion Grounds and Blacklisting
  - (c) Details of Bidder
  - (d) Technical Offer form
  - (e) Bill of Quantities
- 8 I/We note that the Zebbug Parish Church is not bound to proceed with this procedure, or part thereof, and that it reserves the right to cancel or award only part of the contract. It will incur no liability towards us should it do so.

Name and Surname: \_\_\_\_\_

I.D. / Passport Number: \_\_\_\_\_

VAT Registration Number: \_\_\_\_\_

*(if available)*

Signature of bidder: \_\_\_\_\_

Date: \_\_\_\_\_

**BILL OF QUANTITIES FOR THE  
SUPPLY OF DECORATIVE HARDSTONE ELEMENTS  
For The Zebbug Parish Church (Gozo) <sup>(Note 3)</sup>**

| <b>Reconstruction Works On The Belfrey</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                 |             |                           |                             |
|--------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-------------|---------------------------|-----------------------------|
| <i>Item</i>                                | <i>Description</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <i>Quantity</i> | <i>Unit</i> | <i>Rate<br/>(Inc Vat)</i> | <i>Amount<br/>(Inc Vat)</i> |
| <b>1</b>                                   | <b>PRELIMINARIES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                 |             |                           |                             |
|                                            | <p>The Client reserves the right not to consider any offer where it is clear that a rate is submitted maliciously and or by error</p> <p>No claims by the contractor for extra payment arising from lack of knowledge of these conditions will be considered afterwards by the Architect in Charge</p> <p>The contractor shall be bound to conform with ACTXXVII of 2000 and subsidiary legislation - Act for the Promotion of Occupational Health and Safety, as well as any other national legislation, regulations, standards, and for codes of practice, in effect during the execution of the contract, regarding health and safety issues as they apply for the contractor's particular operation situation and nature of work activities.</p> <p>Rates for any items consisting plant and machinery shall be inclusive of all costs related for the day to day of plant and equipment required to perform works up to any required height.</p> <p>All sections of the work contained herein will be subject to re-measurement and does not necessarily represent the eventual extent of the work to be executed. No claim for increased unit rates because of variation in quantity of work executed will be accepted.</p> <p>The contractor is to leave the site clean during and after completion of the works to the satisfaction of the client and Architect in charge. Bills, fees and costs of replacement of materials after completion date due to unfinished works by the Contractor will be at the Contractor's expense.</p> |                 |             |                           |                             |

| <b>1</b>     | <b>Hard Stone Components</b>                                                                                                                                                                                               |                 |             |                                 |                                   |
|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-------------|---------------------------------|-----------------------------------|
| <i>Item</i>  | <i>Description</i>                                                                                                                                                                                                         | <i>Quantity</i> | <i>Unit</i> | <i>Rate</i><br><i>(Inc Vat)</i> | <i>Amount</i><br><i>(Inc Vat)</i> |
| 1.01         | Supply and installation of balustrades in hardstone as per specified, approximately 580mm in height and 195mmdiameter                                                                                                      | 40              | No          |                                 |                                   |
| 1.02         | Supply and lay in place, decorative plinth (Sottobank) as per drawing, consisting of hard stone of the specified properties                                                                                                | 9.40            | m           |                                 |                                   |
| 1.03         | Supply and lay in place hand rail (Soprabank) to be place on top of balustrades as per drawing, made of hardstone of the specified properties                                                                              | 9.40            | m           |                                 |                                   |
| 1.04         | Supply and install ornamental parapet wall as per design drawing, in the arched openings of the belfrey, approximately 900mm heigh and 1200mm in length, pointing all joints to match colour of stone                      | 9.40            | No.         |                                 |                                   |
| 1.05         | Supply and installation of ornamental decorative feature over the corners of the balustraded parapet walls over the belfrey. Details as per general drawing. Approximate dimensions are 850mm in height and 400mm diameter | 4               | No.         |                                 |                                   |
| <b>TOTAL</b> |                                                                                                                                                                                                                            |                 |             |                                 |                                   |

**OFFER BY**

Name:

Address:

Mobile No.

Email.

**DRAWING:**