



FONDAZZJONI GĦALL-
**PATRIMONJU KULTURALI
TAL-ARĊIDJOĊESI TA' MALTA**

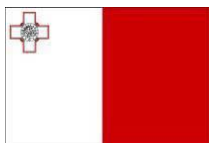
REFERENCE NUMBER: PA.5.0103/30

Tender for the restoration of the domes, belfries, the main façade of the main door and the two side facades having the secondary side doors of St. Leonard's Parish Church, Kirkop

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Tender Opening: 05/12/2022 At 09:00am CEST



Operational Programme I – European Structural and Investment Funds 2014-2020 –

"Fostering a competitive and sustainable economy to meet our challenges"

Project part-financed by the European Regional Development Fund
Co-financing rate: 80% European Union; 20% National Funds



Bid Bond requirements for this tender: *Not Applicable*

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## SECTION 1 - INSTRUCTIONS TO TENDERERS

### 1. General Instructions

- 1.1 In submitting a tender, the tenderer accepts in full and in its entirety, the content of this tender document, including subsequent Clarifications issued by the Non-Governmental Organisation (NGO), whatever the economic operator's own corresponding conditions may be, which through the submission of the tender is waived. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender document. These Instructions to Tenderers complement the General Rules Governing Tenders for NGOs Version 1.0.

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

**Prospective tenderers must submit their offer by depositing it in the tender box, located at Fondazzjoni għall-Patrimonju Kulturali ta' l-Arcidiocesi ta' Malta, Archbishop's Curia, St Calcedonius Square, Floriana FRN 1535 MALTA. Any references in the tender document or tender forms to uploading of tender documentation and forms is to be ignored. Tenderers must submit one original tender offer as well as a soft copy on a USB (soft copies of the tender offers submitted on CD are strictly not acceptable). Furthermore in the soft copy of the tender offer, Tenderers must submit the Bill of Quantities duly filled in, in excel format apart from a scanned copy of the filled in Bill of Quantities. It is important that the full tender bid package is provided in soft copy given that due to Covid 19 pandemic, utilisation of the soft copy will be highly required throughout the evaluation process. Tender reference number and tender title must be clearly indicated on the sealed bid. Prospective tenderers take full responsible to submit their offer by the set tender submission deadline.**

**Note:**

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

- 1.2 The subject of this tender is the restoration and conservation works of the domes, belfries, the main façade of the main door, and the two side-facades having the secondary side doors, that is one on either side of the main entrance-door's façade of Church of St. Leonard in Kirkop
- 1.3 The place of acceptance of the works shall be the Archdiocese of Malta, Pjazza Kalcidonju, Floriana, the time-limits for the execution of the entire contract shall be 26 weeks from the Order to Start Works, and the INCOTERM<sup>2010</sup> applicable shall be **Delivery Duty Paid (DDP)**.
- 1.4 The Estimated Procurement Value for this Call for Tenders has been based on comprehensive research including appropriate financial analysis. In the context of this procurement, the Estimated Procurement Value, based on market research, is that of €100,000 excluding VAT.

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

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

- 1.5 This is a bill of quantities contract.
- 1.6 This call for tenders is being issued under an open procedure.
- 1.7 The beneficiary of this tender is **Fondazzjoni għall-Patrimonju Kulturali ta' l-Arcidjocesi ta' Malta**.
- 1.8 This tender is not a reserved contract.

## 2. Timetable

| 2.                                                                                                                                                                                                                                                                                                                               | 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<br><br>Clarification requests should be addressed to: NGOs e-mail address<br><a href="mailto:fond.pkam@gmail.com">fond.pkam@gmail.com</a>                                                                                                                       | 17/11/2022 | 17.00 CET  |
| Last date on which additional information can be issued by the NGO                                                                                                                                                                                                                                                               | 24/11/2022 | 20.00 CEST |
| Deadline for submission of tenders<br>(unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering for NGOs)                                                                                                                                                                                      | 02/12/2022 | 09.30 CEST |
| Tender Opening<br>The tender opening session will take place 05/12/2022 and general public will not be allowed to attend physically. Tenderers are to leave their email address when submitting the tender and a TEAMS invitation will be sent to the bidders to connect should they wish to witness the tender opening session. | 05/12/2022 | 09.00 CEST |
| * All times Central European Time (CET) / Central European Summer Time (CEST) as applicable                                                                                                                                                                                                                                      |            |            |

## 3. Lots

- 3.1 This tender is not divided into lots, and tenders must be for the whole of quantities indicated. Tenders will not be accepted for incomplete quantities.

## 4. Variant Solutions

- 4.1 Variant solutions are not permissible.

## 5. Financing

- 5.1 The project is *co-financed* by the European Union, in accordance with the rules of *Operational Programme I - European Structural and Investment Funds 2014-2020* programme
- 5.2 The Contracting Authority of this tender is **Fondazzjoni għall-Patrimonju Kulturali ta' l-Arcidiocesi**

ta' Malta.

## **6. Clarification Meeting/Site Visit/Workshop**

### **6.1 No clarification meeting will be held.**

Meetings between economic operators and the NGO, other than that provided in this clause during the tendering period are not permitted.

## **7. Selection and Award Requirements**

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

### **(A) Eligibility Criteria**

Economic Operators are to complete the Eligibility Section through the ESPD and the necessary documents as follows: (Note 2)

- (i) No Bid Bond is required.
- (ii) Declare agreement, conformity and compliance with the General Rules Governing Tenders for NGOs. <sup>(Note 2A)</sup>
- (iii) Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment by completing and submitting the form with title Statement on Conditions of Employment. <sup>(Note 2A)</sup>
- (iv) Power of Attorney (if applicable) <sup>(Note 2A)</sup>
- (v) Data on Joint Venture/Consortium (where applicable) <sup>(Note 2A)</sup>
- (vi) 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 (if applicable) <sup>(Note 2A)</sup> Not applicable.

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

- (i) Declaration concerning exclusion grounds <sup>(Note 2A)</sup>
- (ii) Declaration concerning *Selection Criteria* <sup>(Note 2A)</sup>

### **(C) Technical Specifications**

- (i) Tenderer's Technical Offer in response to specifications. Tenderer's Technical Offer shall constitute the following:

#### **1. KEY EXPERTS:** <sup>(Note 2A)</sup>

Key Experts Form, the Self-declaration form for Key Experts relating to public employees (where applicable) the CVs, copy of warrant/s and documentation confirming

**the MQF level (or equivalent) of the qualification of the respective key expert must be submitted at tender bid submission stage.** (Note 2A)

The following Key Experts are required:

- a) Key Expert 1: **A warranted ‘Perit’** who will assume all the responsibility in terms of the legal obligations as arising under Maltese law (Warrant Nos to be provided) - MQF Level 6;
- b) Key Expert 2: **Restoration Technician** (*having at least MQF level 4 qualification or equivalent in restoration works of a similar nature*);
- c) Key Expert 3: **Licenced Stone Mason** with a valid building license (License Number to be declared);
- d) Key Expert 4: **A Warranted Conservator/Restorer - MQF Level 6** or equivalent in restoration works (Warrant Nos to be provided);
- e) Key Expert 5: **Resident Site Manager** (MQF level 4 in related area of study) responsible for the works - to oversee and co-ordinate the works with the architect in charge of the project. He or she shall act as a single point contact for the duration of works and must be on site at all times during the works. This key expert must fill in the Statement of Availability and Exclusivity;
- f) Key Expert 6: **A Quantity Surveyor** (MQF level 4 in Construction or Civil Engineering or Quantity Surveying) responsible for the measurement of the works.
- g) Key Expert 7: **Accredited Health & Safety Officer**;

(ii) **2. Tenderer’s Technical Offer** which shall consist of: (Note 3)

- h) Tender Technical Offer Declaration Form signed by the bidder (Note 3). **(Note: Submission of an unsigned declaration form or a modified declaration form will automatically invalidate the tender bid).**
- i) A Detailed Method Statement including information on proposed works methodology which is to clearly illustrate how the tenderer expects to achieve the requirements set in the tender specifications and related bill of quantities. (Note 3)
- j) A Construction Management Plan: A site management plan taking into account the specifications, general site management practices, and the general health and safety procedures indicated in the tender specifications. (Note 3)
- k) A Risk Assessment: A preliminary risk assessment and outline of the health and safety procedures that the tenderer intends to implement for the duration of the works. These documents shall act as a basis for more detailed reports prior to commencement of works by the winning bidder. (Note 3)
- l) A Gantt Chart: Programme of Works as outlined in the Works Tenderer Technical Questionnaire. The implementation period for this tender is 26 weeks from order to start works. (Note 3)

(iv) **Literature** as per Form marked ‘Literature List’

**No changes to the information provided in the Literature submitted will be allowed. Literature submitted shall be rectifiable only in respect of any missing documents.** (Note 2B)  
**- NOT APPLICABLE FOR THIS TENDER**

(v) **Samples** as per section in Form marked ‘Sample List’ may be requested during the evaluation stage to supplement the technical offer submitted. If requested, the Samples must be submitted within 10 working days of being notified to do so. - NOT APPLICABLE FOR THIS TENDER (Note 3)

**(D) Financial Offer**

- (i) The Tender Form and Tenderer's Declaration are to be completed by the bidder and submitted with the offer; <sup>(Note 3)</sup>
- (ii) A financial offer is to be submitted by filling in the Bill of Quantities which has been issued with the tender (the locked version issued with the tender is to be used), and is to be calculated on the basis of Delivered Duty Paid (DDP)<sup>2020</sup> (Grand Total) for the works tendered. <sup>(Note 3)</sup>

**Notes to Clause 7:**

1. Tenderers will be requested to clarify/rectify, within five (5) working days from notification, the tender guarantee only in the following four circumstances: incorrect validity date, and/or incorrect value, and/or incorrect addressee and incorrect name of the bidder. Rectification in respect of the Tender Guarantee (Bid Bond) is free of charge.

2. A) Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five (5) working days from notification.

B) Tenderers will be requested to rectify/submit only missing documents within five (5) working days from notification. No changes to the information provided in the Literature submitted will be allowed. Literature submitted shall be rectifiable only in respect of any missing information.

All Rectifications are free of charge.

3. No rectification shall be allowed. Only clarifications on the submitted information may be requested.

Request for Clarification and /or rectifications concerning a previous request dealing with the same shortcoming shall not be entertained.

**8. 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.

## 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 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 should be indicated afterwards.

For the purposes of contracts issued by NGOs, the term 'approval from the Central Government Authority' shall be substituted by the term 'approval by the Head responsible for that NGO'; Furthermore, any references to the Contracting Authority throughout the General Conditions shall be deemed to be referring to the NGO responsible for that procurement.

### Article 2: Law and language of the Contract

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

The contract is made up of the following documents, in order of precedence:

- (a) the Contract;
- (b) the Special Conditions;
- (c) the General Conditions;
- (d) the Contracting Authority's technical specifications and design documentation;
- (e) the Contractor's technical offer, and the design documentation (drawings);
- (f) the bill of quantities/financial bid (after arithmetical corrections)/breakdown;
- (g) the tender declarations in the Tender Response Format;
- (h) any other documents forming part of the contract.

Addenda have the order of precedence of the document they are modifying.

### Article 4: Communications

Further to the contents in the General Conditions, the communication details of the Contracting Authority are:

*Fondazzjoni għall-Patrimonju Kulturali ta' l-Arcidiocesi ta' Malta*  
*The Archbishop's Curia, Saint Calcedonious Square, Floriana*  
*FRN 1535*  
*Tel: 2590 6400*  
*Email Address: fond.pkam@gmail.com*

Communications between the Contracting Authority and/or the Supervisor on one hand, and the Contractor on the other, shall be exclusively in writing and in the English language. Specific and standard procedures of communication (templates of request for information, contract submittal, site instructions, time of communication and for replies, frequency of meetings) shall be agreed among the Contracting Authority and the winning bidder within fifteen (15) days from the Commencement Date of the Contract, unless otherwise specified in these Special Conditions and in Section 4 - Technical Specifications.

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

5.6 The Contractor shall be responsible to provide all access necessary for verifying and

inspecting the works carried out and the items being provided

#### Article 6: Assignment

- 6.1** Requests from the contractor for a change in assignment will not be allowed except in the case of force majeure which results in the Contractor being unable to carry out the tasks assigned in the contract.

#### Article 8: Supply of Documents

- 8.4** Any documents and drawings prepared by the Contractor are to be submitted for approval to the Contracting Authority and the Supervisor, the procedure being agreed to between the parties as indicated in Clause 4 of the Special Conditions.

#### Article 9: Access to Site

- 9.1** In addition to sub clause 9.1 of the General Conditions, contractors may be required to suspend all or part of the works being carried out in order not to disturb any official function or activity held as indicated by the Contracting Authority. The contractor will be notified of such suspension of works at least 48 hours in advance and will not be eligible for compensation, apart from an extension of time.
- 9.5** The contractor is to note that access to the public/private buildings shall be maintained at all times and shall maintain pedestrian and vehicular access (where applicable) at all times.
- To this effect, the contractor and his employees shall be required to abide by the instructions issued from time to time by personnel responsible for the security of the underlying/adjoining properties and shall ensure that all works are carried out without jeopardizing the security of the place.

#### Article 10: Assistance with Local Regulations

- 10.3** The contractor is responsible for complying with local regulations at his expense to ensure the project is compliant with all the relevant local regulations.

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

- 11.9** As per article 15.4 of the Special Conditions
- 11.11** Further to what is stated in the General Conditions, the requirements for Contractor's submissions are detailed in Section 4 Technical Specifications of this Tender.
- 11.14** Any delay to commence or progress with works caused by the Contractor's failure to provide, develop and update any of these documents to the satisfaction of the Supervisor and approving Authorities shall be at the Contractor's risk.
- 11.17** The Contractor, including all the subcontractors, has to comply with all the legislation and regulations concerning employment in Malta, especially the posting of Workers in Malta Regulations; and must liaise with the Department of Industrial and Employment Relations, Malta - DIER and Employment & Training Corporation - ETC, to notify about such workers, fill in the appropriate forms and submit the required documentation; and must provide copies of such notification forms to the Contracting Authority.
- 11.20** The Contracting Authority and the Supervisor shall make available, where applicable, the tender drawings (and any subsequent revisions to such drawings) to the Contractor at the

latter's request and well as any drawings required to carry out the works as the need arises. Any such drawings will remain the property of the Contracting Authority and the Contractor may not reproduce or communicate them to third parties except with the Contracting Authority's agreement.

- 11.21** Further to Article 11.2 in the General Conditions, the contractor shall deploy the necessary resources so as to maintain a good progress of work on the site and shall also, where necessary, undertake to perform works outside normal working hours, and on public holidays and weekends at no additional cost to the Contracting Authority, so as to ensure the completion of the Works within the required time-frame, in accordance with the Technical Requirements and with the Period of Execution.
- 11.22** Where applicable, the Contractor shall submit working and shop drawings, installation drawings, technical data, as-built drawings and other required information to the Supervisor when so requested and within the timeframes requested by the Supervisor. The Supervisor may liaise with the Consultant to approve or otherwise. In the case of technical information and date, the contractor shall allow a minimum of seven (7) days for the Supervisor to comment. The Supervisor may request any drawing and any other document submitted by the Contractor to be revised or replaced and the Contractor shall so revise or replace the document within the requested timeframe and at the Contractor's own expense.
- 11.23** The Contractor shall draw-up and submit all other documentation required as stipulated elsewhere in these Special Conditions, as specified in the Technical Specifications and as otherwise instructed by the Supervisor within the stipulated, specified or requested time frames.
- 11.24** The Contractor shall be obliged to follow any and all instructions issued by the Supervisor in relation to the Works in so far as these fall within the overall scope of the Contract.
- 11.25** The Contractor shall be obliged to ensure avoidance of disruption and inconvenience to the day to day business on and around the site, including the co-ordination with other contractors that may be engaged on or in the vicinity of the site, the free movement of traffic and pedestrians, except where this is absolutely unavoidable. In particular, the Contractor shall take all such precautions as may become necessary so as to avoid causing any damage to adjacent buildings or property, including public spaces, during the execution of the Works.
- 11.26** The Contractor shall also, in addition to the above, take any necessary action to ensure and maintain the health and safety of his employees, together with those of the employees of any other contractor engaged on or in the vicinity of the site, together with the general public and shall follow any relevant instructions and /or recommendations of the contractor's Health and Safety Offices and the Contracting Authority Project Supervisor to fulfil the obligations set out in the Legal Notice 281/2004 (SL 424.29)
- 11.27** In addition to other obligations arising under the Contract pertinent to the execution of the Works, the Contractor shall, following completion of same, fulfill all obligations during the Defects Liability Period as outlined in Article 58.6 of these Special conditions.
- 11.28** The Contractor shall not dismantle the scaffolding prior to the approval of the Contracting Authority's architect and civil engineer in charge. The contractor shall give the Contracting Authority's architect and civil engineer in charge at least one week notice to allow for a final inspection and the measurement of works
- 11.29** A suitable "housekeeping" programme shall be established before commencement of the project, and be continuously implemented on the Site.
- 11.30** The Contractor will be available to attend regular site, management and progress meetings.

The contractor binds himself to adhere to the conditions imposed in the Planning Permit,

**11.31** that is, the approved drawings, document and conditions imposed in Planning Permit PA Nos PA/04650/21 as approved by the Planning Authority. He also binds himself to follow all instructions given to him by the Superintendence of Cultural Heritage.

#### **Article 13: Performance Guarantee**

13.1 The Contractor shall, within 15 calendar days of receipt of the contract, sign and date the contract and return it together with an original copy of the 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. If the same Contractor has more than one contract with the Contracting Authority, then the Contractor will be allowed to submit a single bid bond in accordance with the schedule stipulated in the Tender Form.

13.3 The performance guarantee shall be in the format given in Section 5 and shall be provided in the form of a bank guarantee. It shall be issued by a bank in accordance with the eligibility criteria applicable for the award of the contract.

Furthermore, the Contracting Authority will not affect any payment to the Contractor until the performance guarantee has been submitted.

13.8 The performance guarantee shall be released within 30 days of the signing of the Provisional Acceptance Certificate including any snag lists.

#### **Article 14: Insurance**

14.1.a Without any prejudice to Article 14.1 a, b, c of the General Conditions, the contractor is required to insure for the whole duration of the contract against risk of damage to the historic fabric of the building being restored through this contract for the amount of €235,000 per accident with the number of occurrences unlimited.

14.2 Without any prejudice to 14.1 a, b, c of the General Conditions, the contractor is required to insure for the whole duration of the contract for the amount of €1,500,000 per accident with the number of occurrences unlimited against each party's liability for any loss, damage, death or bodily harm, that may be caused to third parties, or to any person that is authorized to be on site at any given time, or any damages to property belonging to third parties, including loss of profits that may be sustained by third parties.

14.3 Amount per personal injury and unlimited occurrences as specified in Article 14.2 of the Special Conditions.

#### **Article 15: Performance Programme (Timetable)**

15.1 The Contractor shall provide a detailed Programme of Works.

15.4 The Programme of Works shall be updated monthly or whenever required by the Supervisor, to be in line with the progress of the actual Works. The Programme of Works shall be accompanied by sufficient data and information together with all the necessary details of constructional plant, required labour force, etc. The Supervisor shall approve the Programme of Works within ten (10) working days from submission by the Contractor to the Supervisor. Should the Supervisor consider any alteration in or addition to the Programme of Works as submitted, the Contractor shall conform therewith without additional cost. Any changes to the Programme of Works shall be approved by the Contracting Authority.

#### Article 17: Contractor's Drawings/Diagrams

17.1 The Contractor shall submit to the Supervisor for approval any drawings, documents, programme of works, technical literature, samples and /or models that the Supervisor may reasonably require for the performance of the contract within 5 working days from written request by the Supervisor or from date when meeting where minutes are taken.

#### Article 18: Tender Prices

18.2 The contractor will ascertain that all the respective rates have included double handling, carting away and dumping fees

18.3 The Contractor shall be deemed to have taken into account in his tender price all works, fees and costs that are necessary to complete the project and to fully hand over in operational condition.

#### Article 19: Exceptional Risks

19.5 Further to the provisions of Article 19.5 of the General Conditions, if the Contractor is granted an extension of time in the implementation of the works, the Contractor cannot make a request for financial compensation for extension of time.

#### Article 20: Safety on Site

20.2 Further to the provisions of the General Conditions, it is the obligation of contractors to carry out a suitable, sufficient and systematic assessment of all the occupational health and safety hazards which may be present at the place of work and the resultant risks involved concerning all aspects of the work activity.

20.3 Further to the provisions of the General Conditions, it is also the duty of a contractor to cooperate with other employers, contractors and, or self-employed persons who share a common work place, on the implementation of Health and Safety provisions. The contractor or his designate shall co-ordinate necessary actions in matters which concern protective and preventive measures, and shall inform all on site as well as the Health and Safety Project Supervisor regarding any potential risks.

#### Article 21: Safeguarding Adjacent Properties

21.1 Further to clause 21.1 of the General Conditions, the contractor shall liaise and co-operate with the appropriate Authorities and occupiers of adjoining land and buildings likely to be affected by the works, for all matters regarding access, monitoring, third party rights, and similar.

#### Article 22: Interference with Traffic

22.3 The Contractor is responsible to obtain necessary permits that may be required if the works impact of traffic.

#### Article 23: Cables and Conduits

23.3 The contractor shall be responsible for locating existing drains and services, and underground cables and pipes, for seeking instruction from the appropriate authorities as to how to deal with such services, and for carrying out any necessary work relating to deviations or protection, or any other works deemed necessary by the respective Utility or authority.

#### Article 25: Demolished Materials

25.1 Demolition material unless indicated otherwise in the bills of quantities and by the supervisor in charge, shall become the property of the Contractor and the carting away and dumping charges are

at the expense of the Contractor.

25.4 Further to article 25.4 of the General conditions, the contractor shall also take care to dispose of the waste material fully at his expenses and in an appropriate and environmentally friendly manner.

#### Article 26: Discoveries

26.2 Further to provisions of Article 26.2 of the General Conditions, the Contractor shall observe the provisions set out in the Cultural Heritage Act 2002 (CAP 445) at all times.

26.3 Further to the provisions of Article 26.3 of the General Conditions, any in filled fissures, caverns, reservoirs/cisterns, hollows, Quaternary deposits, or other features of geological, geomorphological, hydrological, palaeontological interest which are discovered must be reported immediately to the Superintendence of Cultural Heritage. The contractor shall halt the works and follow all instructions given by the Supervisor to protect or to investigate further the discovery.

The Contractor shall co-ordinate and co-operate with the Supervisor appointed by the Contracting Authority with the Local Authorities at all times.

#### Article 28: Soil Studies

28.1 As per General Conditions of the Contract

#### Article 30: Patents and Licences

30.1 As per Article 30 of the General Conditions

#### Article 31: Commencement Date

31.1 The Commencement Date for this contract shall be 1 week from the Order to Start Works. The performance of the contract is to commence on order to start works. The order to start works will not be issued later than one (1) month from the last date of signature shown on contract.

No works however will be allowed to commence on site unless the Contractor has furnished the Contracting Authority with a certified true copy of the Insurance Policy together with all documentation related to Health and Safety as well as the performance guarantee.

#### Article 32: Period of Execution of Tasks

32.1 The period of performance of this contract shall be 26 **weeks** from the Commencement indicated in the Order to Start Works.

The contractor will be expected to commit sufficient resources to carry out works on more than one area at the same time, to guarantee the on time completion of all the Works as specified in this tender.

#### Article 33 Extension of the Period of Execution of Tasks

33.4 Further to the provisions of Article 33 of the General Conditions, should the Contractor be granted an extension of the period of execution of the tasks that are the subject of this contract, the Contractor cannot make a claim for financial compensation for such extension in the period of execution of the tasks of the contract.

#### Article 34: Delays in Execution

34.1 Any delay in performance from the approved programme of works for this contract, will be charged 0.2% of the contract value per calendar day of delay up to a maximum of 20% of the contract value.

Upon reaching the maximum penalty, the Contracting Authority reserves the right to terminate the contract and seek the services of a third party for the completion of works.

#### Article 35: Modification to the Contract

35.8 The Contracting Authority has a right to increase - the total amount of works of a similar nature by a maximum of 30% of the contract value which have become necessary for the purpose of achieving the scope of the contract. These inter alia include the detection of unidentified works evident only once the interventions have commenced such as the repetition of cleaning interventions due to stubborn dirt, the repetition of the application of biocides and herbicides, the consolidation, pinning, repair, stone replacement and re-pointing of areas of the stone fabric. Such works would be resulting from close inspection of works accessible only upon erection of scaffolding or exposed during the course of the works.

35.9 The Contracting Authority will have the right to instruct additional works up to a maximum of 20% of the contract value which have become necessary for the purpose of achieving the scope of the contract. Such works would be resulting from close inspection of works accessible only upon erection of scaffolding or exposed during the course of works. These inter alia include works evident only once the interventions have commenced such as the alternative cleaning and plastering interventions, the application of alternative treatment and utilization of other materials other than those envisaged in the tender specifications that may be required.

35.11 The provisions provided for in Article 35.11 of the General Conditions shall not be applicable to this contract.

35.12 The provisions provided for in Article 35.12 of the General Conditions shall not be applicable to this contract.

35.13 The provisions provided for in Article 35.13 of the General Conditions shall not be applicable to this contract.

#### Article 37: Work Register

37.1 The Contractor shall maintain a Work Register (Work Diary) on the site, containing detailed daily reports in the template specified and/or approved by the Contractor's representative (either the Construction/Project Manager or the Site Manager) and approved by the Supervisor, including at least the following information:

- (a) weather conditions, interruptions of work owing to inclement weather, hours of work, number and type of workmen employed on the site, materials supplied, equipment in use, equipment not in working order, tests carried out in situ, samples dispatched, unforeseen circumstances, safety, health and welfare of persons and damage to property, progress of the Works, as well as progress of the Works orders given to the Contractor;
- (b) detailed statements of all the quantitative and qualitative elements of the work done and the supplies delivered and used, capable of being checked on the site and relevant in calculating payments to be made to the Contractor;
- (c) photographic records of the interventions as well as the state of the structures to be restored through this tender prior to the commencement of works. The photographs shall

include records of any archaeological, historical, etc evidence discovered during the course of works; detailed mapping of all interventions carried out. The interventions shall be carefully mapped out in conformity to approved standards and conventions as agreed with and approved by the Supervisor in charge. This mapping shall be submitted to the Architect and Civil Engineer in charge/or Supervisor in digital format (Version ACAD 2009 or compliant) and 2 colour printed copies; copies of method statement reports, construction management plans and updated programmes of works as specified in this document and approved by the Supervisor.

This Work Register shall be made on daily basis and take the form of a bound document with an original and two copies for each day. The original shall be filled out by the Contractor, who shall sign it, then reviewed by the supervisor, who shall add his comments, if necessary, and countersign it. One copy shall be kept by the supervisor for its own record.

Entries made in the work register as work progresses shall be signed by the Contractor and countersigned by the Supervisor or his representative. When the Supervisor reviews each page, he shall add his comments if necessary, to draw attention to deficiencies in the Works or to give warning of difficulties that may arise from the Contractors method of working. He may also instruct in this Work Register that work shall stop in certain circumstances and the Contractor shall take appropriate action immediately. Such instructions shall be followed up by Administrative Orders. If the Contractor objects, he shall communicate his views to the Supervisor within 15 days following the date on which the entry or the statements objected to are recorded. Should he fail to countersign or to submit his views within the period allowed, the Contractor shall be deemed to agree with the notes shown in the register. The Supervisor may examine the work register at any time and may make or receive a copy of entries which he considers necessary for his own record.

#### Article 38: Origin

38.1 No derogation to the rules of origin is authorised.

#### Article 39: Quality of Works and Materials

39.2 All designs, components, materials, and restoration interventions/methodologies shall be submitted to the Supervisor for written preliminary technical approval, prior to their implementation or procurement. All requests and documentation must be submitted with 10 calendar days prior to execution of works on site.

#### Article 40: Inspection and Testing

40.2 As specified in the General Conditions.

#### Article 42: Ownership of Plants and Materials

42.2 All equipment, temporary works, plant and materials on site owned by the Contractor or by any company in which the Contractor has a controlling interest shall, for the duration of the execution of the works be:

- a) Vested in the Contracting Authority.

#### Article 43: Payments: General Principles

43.1 Payments will be made in Euro.

Payments shall be authorized by the Contracting Authority, and paid by the Treasury Department.

| Payment Schedule      |                                                                  |                       |
|-----------------------|------------------------------------------------------------------|-----------------------|
| Pre-financing Payment | As per 44.1 of Special Conditions                                | 10% of contract value |
| Interim Payments      | As per measured works                                            | 85% of contract value |
| Retention Monies      | As per payment schedule in Clause 45.2 of the Special Conditions | 5% of contract value  |

43.3 As per General Conditions.

#### Article 44: Pre-financing

44.1 Pre-financing to the Contractor of 10% of the contract value excluding the cost of maintenance items in the BOQ, shall be obligatory.

44.2 Pre-financing amounting to 10% of the contract value shall be granted to the Contractor against the provision of a bank guarantee by Contractor in favour of the Contracting Authority of the equivalent amount.

44.3 Further to Article 44.3 of the General Conditions, the Contractor shall present to the Contracting Authority, within forty five (45) days of the signing of the contract, a bank guarantee of the amount equivalent to 10% of the contract value for the Contracting Authority to release the pre-financing payment of the same amount.

44.8 The pre-financing payment shall be repaid through percentage deductions in payment certificates as follows:

(a) Advance payment equivalent to 10% of the contract value:

- Deductions shall commence in the payment Certificate in which the total of all certified interim payments (excluding the advance payment and deductions and repayments of retention) exceeds 10% of the Accepted Contract Amount; and
- Deductions shall be made at the amortisation rate of 10% of the cumulative amount of each payment certificate (excluding advance payment and deductions and repayments for retention) in the currency and proportions of the advance payment, until such time as the advance payment has been repaid in full; and
- With every 25% of the pre-financing amount being amortised, the Contracting Authority may authorize the relevant financial institution to release the equivalent 25% from the pre-financing guarantee granted in terms of Article 44.3 of these Special Conditions. Thus, the pre-financing guarantee shall decrease proportionately throughout execution of the contract.

#### Article 45: Retention Monies

45.2 The sum of money retained from the interim payments shall be of 5%. This sum shall be paid upon submission of an equivalent retention bank guarantee (issued in the form provided in this tender document) by the Contractor to the Contracting Authority when issuing the Provisional Acceptance Certificate as specified in Article 57. The bank guarantee will be released upon issuing of the final acceptance of the works as per Article 58. The said retention guarantee shall be released only after the conditions requested under Art 58 are satisfied. The retention guarantee will be released within 45 days from when the Final Acceptance Certificate is issued.

#### Article 46: Price Revision

46.1 Tender prices are fixed and not subject to revision with the exception of that resulting from causes listed under Article 46.3 of the General Conditions.

46.3 As per General Conditions

#### Article 47: Measurement

47.2 The works shall be measured as detailed in the Bill of Quantities, and as specified in the appropriate clauses in the Technical Specifications - Section 4. The appointed contractor shall satisfy the Supervisor that the materials are such as specified or equivalent.

#### Article 48: Interim Payments

48.1 Interim Payments of sums due for the executed and provisionally accepted works shall be authorized by the Contracting Authority and payment will be issued by the Treasury Department within the Ministry of Finance paid against a valid invoice after works in accordance to quality and progress of works. The retention shall be released in accordance to Clause 45.2 of these special conditions. The Contractor shall submit his claim for progress payments to the Contracting Authority in writing. Such claims are to be supported by evaluation of the works executed and materials installed on site and show the value of the permanent works executed by him up to the end of the month. All claims shall be evaluated by the Contracting Authority 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 Contracting Authority. Provided the Contracting Authority agrees with the statement, the relevant Payment Certificate will be issued.

#### Article 50: Delayed Payments

50.1 The Contracting Authority shall pay the contractor sums due within 60 days of the date on which an admissible payment is registered, in accordance with Article 43 of these Special Conditions. This period shall begin to run from the approval of these documents by the competent department referred to in Article 43.1 of these Special Conditions. These documents shall be approved either expressly or tacitly, in the absence if any written reaction in the 30 days following their receipt accompanied by the requisite documents.

50.2 Once the deadline laid down in Article 50.1 has expired, the Contractor may, within two months of late payment, claim late-payment interest:

- at the rediscount rate applied by the issuing institution of the country of the Contracting Authority;
- on the first day of the month in which the deadline expired, plus two percentage points (2%). The late-payment interest shall apply to the time which elapses between the date of the payment deadline (exclusive) and the date on which the Contracting Authority's account is debited (inclusive).

#### Article 53: End Date

The contract will be co-financed through the European Regional Development Fund 2014-2020.

#### Article 56: Partial Acceptance

56.2 The supervisor will issue partial provisional acceptance upon completion of full works on the structure envisioned within the contract and not upon completion of works on parts of the structure envisioned within the contract.

56.3 The maintenance period shall run from the date of the Provisional Acceptance Certificate issued as per Article 57.

#### Article 57: Provisional Acceptance

57.6 Further to the provisions of Article 57 of the General Conditions, the Provisional Acceptance Certificate can only be issued once all pending snags included in the relevant snag list are appropriately addressed by the Contractor and to the satisfaction of the Supervisor.

#### Article 58: Maintenance Obligations

58.6 Further to the provisions of Article 58 of the General Conditions, the contractor shall guarantee that works carried out through works specified in this tender document are adequately maintained for a period of 24 months from issuing of the Provisional Acceptance Certificate. The Contractor shall be responsible for remedying, at his expense, defects and damages during this period as specified in the General Conditions.

Any remedial works performed during the guarantee period (until 24 months after completion of ALL works described in this contract) shall be carried out as specified in this document and approved by the Supervisor. The contractor shall be responsible for providing all suitable means, for obtaining all permissions, and making all the necessary arrangements with all authorities concerned to carry out all the remedial works at any height levels at no extra cost to the Contracting Authority.

#### Article 66: Dispute Settlement by Litigation

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

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

#### Article 70: Further Additional Clauses

70.1 The Supervisor will organise project management meetings (which may be held in person or on-line) and site meetings. The Contractor's representative must also attend these meetings in order to review the arrangements of future work. The Supervisor shall record the business of these meetings and supply copies of the record to those attending the meeting and Contracting Authority. In the record, responsibilities for actions to be taken shall be in accordance with the contract.

The Contractor's Key Experts must also attend these meetings when requested by the Supervisor and/or the Contracting Authority. The Supervisor shall notify the Contractor of the requirement of a particular Key Expert's attendance at least three (3) days prior to the meeting. The Contractor shall become liable to a penalty of €100 (one hundred euro) for each occurrence in which a Key Expert fails to attend meetings. Such penalties will be deducted from the next interim payment due.

70.2 Following the issue of an administrative order by the Supervisor, the Contractor shall execute

the administrative order within the specified deadline. Without prejudice to other penalties which may be due in terms of the Contract, if the Contractor fails to respect the specified deadline for the respective administrative order, Contractor shall be liable to a penalty for mere delay in execution of the administrative order in the amount of €100 (one hundred euro) for each calendar day following the deadline until Supervisor certifies the completion of the administrative order, which penalty shall be deducted from the next interim payment.

70.3 The Contractor shall be liable to a penalty of €2,000 (two thousand euro) if he fails to abide with any of the conditions of permits for works issued by ERA [Environment and Resources Authority], the PA [Planning Authority] and the BRO [Building Regulation Office] or any other Malta Government Authority and related to or in connection with this contract. This penalty shall be applied for each occurrence where the result of the non-compliance is irreversible. In case the effects and results of the non-compliance are reversible the contractor shall be liable to a penalty of €1,000 per calendar day commencing from the deadline set by the Supervisor to complete the remedial works. The reversibility of the breach of permit conditions shall be determined by the Supervisor. The penalties in this Article shall apply without prejudice to the other penalties that may be issued by the Planning Authority and/or other Governmental Entities. Penalties will be deducted with the next interim payment due.

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

**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.

### *Scope of Works*

The small parish church of Kirkop, dedicated to St Leonard, is located at the local parish square Misrah San Anard. It is completely detached from any surrounding residential properties and is composed mainly of eight facades as it has the shape on plan of a cross.

Unfavourable weather conditions during the course of the years, have had their toll on the masonry fabric of the church, including the facades, the belfries, the main dome and the smaller domes at roof level, causing natural deterioration and therefore, the restoration and reinstatement of the façades is now required. Following this, the proposal thus calls for the conservation, consolidation and restoration of the standing fabric of the façades, belfries and domes, so as to preserve and harmonise the architectural and structural integrity of the historical scheduled church inherited from our ancestors to be enjoyed by future generations

The masonry in general, seems to be relatively in a good state of repair, with localised areas of deterioration, stone surfaces colonised by biological growth, areas of black crust, other typical staining/soiling, sporadic open mortar joints, and some localised loss of particular stone elements. Areas of deterioration are found across all the facades, with various areas exhibiting powdering and weathering, mainly at the bases of the pilasters, the cornice, mouldings and on certain specific blocks of the facades. A cement rendering is also present on the first seven courses of the main facade, including the bases of the main pilasters on either side of the main door, and on certain lower areas of the facades which is flaking off. Accretions are also found in different areas of the masonry fabric, which are currently affecting the character of the church, these being, electricity cables, metal inserts such as nails, fixings and brackets affixed to the higher parts of the facades,

particularly at points where the decorative feast lighting is affixed onto various parts of the main façade and over the small cupolas.

The description and recommendations for interventions required to be carried out in line with the Restoration Method Statement, approved in permit PA/04650/21, are based on a visual inspection from street level and includes an appraisal of all elements proposed to be removed, restored and/or changed. Nonetheless, a closer inspection and accurate assessment of the condition of the stonework, particularly at the upper areas, and the deleterious effects of deterioration on all masonry, can be ascertained upon the erection of the required scaffolding for the restoration works.

Whilst the external restoration works required for all the Church's masonry, are extensive, nevertheless, those covered in this tender, shall be related to the restoration and conservation works of the domes and belfries, the main façade of the main door, and the two side-facades having the secondary side doors, that is one on either side of the main entrance-door's façade.

### ***i) Erection of suitable scaffolding***

Prior to the initiation of the works, a suitable scaffolding must be erected so as to allow a more detailed examination together with the Architect in Charge, on a stone to-stone basis, of the physical characteristics of each stone and the deterioration mechanisms affecting the monument.

The scaffolding shall be retained for the whole duration of the works. It shall be adequately lined with a suitable tarpaulin and/ or netting to limit as much as possible the dispersion of dust and assist in screening all mortar works during the necessary curing phase. In view of the narrowness of the streets, such scaffolding should preferably be erected in a way which does not obstruct pedestrian flow.

- **Scope & Functional Requirements:**

Provide, erect and maintain all necessary scaffolding to enable the safe undertaking of the works. Scaffolding should be designed in accordance with BS EN 12811 Code

of Practice for access and working scaffolds. The scaffolding shall also be used for general inspection and / or testing purposes of the existing building.

Access to the main door of the building structure is to be permitted, hence not blocked by the scaffolding itself. In addition, the scaffolding shall not have parts intruding into the existing architectural elements hence causing damage. Where practical it should be self-supporting, and ties are preferably to be done through aperture elements or as directed by the architect in charge.

- **Type:**

The scaffolding is to be made up of tubular steel (compliant to BS EN 39) or another approved equivalent. Working platforms should be wide enough and be sufficiently boarded out to allow safe passage of persons along the platform. They should also be capable of resisting the loads imposed upon them, including wind loads. All boards shall comply to BS EN 2482: 2009.

The Length of the scaffolding structure shall be so as to cover the whole length of the building.

The Width of the scaffolding shall be the minimum possible to allow for structural stability and safety of use.

The scaffolding structure is to follow all necessary OSHA regulations and local legislation.

- **Scaffold Plan (when requested):**

This should be drawn by a competent person and shall address, but not be limited to the following:

- Basis of design
- Foundations (including ground conditions and loadings). Preferably foundations should not be drilled into the pavement but the scaffold should be supported on a baseplate.
- Supporting Structure
- Access and Egress
- Tying and Bracing

- Type of Scaffold and Edge Protection

- **Loading Considerations:**

The scaffolding structure is to be designed and certified by a competent person, according to the loads he/she will consider affecting the scaffolding structure. It should hence take into

consideration but not be limited to the following:

- Dead loads, live loads, wind loads, environmental loads and any loads to arrest falls of workers on the platform.
- The load considerations and shall be declared as part of the scaffold plan to be submitted by the contractor for the information of the authority.

- **Erection & Dismantling Procedure:**

All scaffolding must only be erected, modified or dismantled by competent scaffolding contractor and workers. Suitable fixing ties shall tie scaffolding to the structure as per allowances described later in these specifications. An access ladder is to be tied and shall have a minimum of 1m above the top access platform. Ladder is to be chained and padlocked at ground level.

The contractor shall ensure that the scaffold trucks and site area to erect and dismantle the scaffold is secured are cordoned off safely prior to starting. The contractor shall ensure that the scaffolding does not cause any damage to the building and surroundings during erection and dismantling procedure and any damage shall be rectified at the contractor's own expense to the satisfaction of the architect in charge. Tie methods and spacing need to be in accordance with the instructions of the manufacturer, designer and / or supplier.

The striking of scaffolding shall be undertaken in a uniformed and organised manner in days and times agreed with the architect in charge. Upon removal of all equipment, a thorough inspection shall be made to ensure there are no tubes, boards or scaffold clips left behind which could cause injury to persons using the landing place and other passers-by.

- **Periodical Scaffold Assessment:**

The contractor shall ensure that an inspection of the scaffold is made by the 'Competent person' responsible for erecting the scaffold and a Handover Certificate is issued. No access shall be permitted to the scaffold to inspect or undertake any tests or works unless the Handover Certificate is issued.

The Competent person shall be required to inspect the scaffolding as per frequency required and then he / she shall issue a report confirming adequacy. These inspections shall also be carried out following periods of severe inclement weather and record that the scaffold is safe to use, this can be by 'Scafftag' or other written means.

- **High Visibility Sleeves:**

High visibility yellow foam tube sleeves shall be fitted to all upright scaffolding tubes in all areas subject to pedestrian access or members of the general public. Further, yellow foam sleeve tubes shall also be required to be fitted to any horizontal tubes at head height just below first lift level.

- **Lighting:**

Lighting is to be provided where scaffolding is erected on or adjacent to pavements or footpaths. 110v white lens bulkhead lighting for illuminating the scaffolding and pedestrian walkways shall be fitted and red lens bulkhead lighting for alerting cars and other road users. These red lens lights shall also be fitted to any road sleepers which provide protection to the scaffold. The lighting installation installed shall be safe for use.

- **Advertising Banner & Other Covering Material (where requested):**

No advertising is allowed.

Only the EU funding banner is allowed. The banner shall be printed in full colour and fixed by the Contractor whereas the design shall be provided by the Client. The advertisement banner shall be a Canvas mesh banner for outdoor use inclusive of reinforced belt hem and eyelets all around.

The Contractor shall be responsible for the:

- printing in full colour and adequate resolution with graphics perfectly readable

- installation on site
- upkeep of banner for the whole duration of scaffolding being installed on site

The Client shall provide the artwork for the banner to be printed by Contractor. The material can be heavy-duty vinyl or other equivalent.

- **Other Cover Sheeting:**

Beige 75% shade cloth (or equivalent approved by the Authority) is to be fixed to all the exposed scaffolding parts. Areas not covered by the advertising banner should be covered in this plain beige 75% shade cloth.

## ***ii) Removal of superfluous metal fixtures***

Using methods approved by the Architect in Charge, all vegetation, superfluous metal fixtures and fittings, redundant nails and hooks, dead cables, pipes etc., are to be manually removed, using only small hand held drills and/ or tools.

The resulting holes shall be filled in with a lime-based mortar. Necessary metal fixtures and fittings, to be identified by the Architect in Charge shall on the other hand be replaced with stainless steel equivalents.

Any existing asbestos or plastic downpipes shall be replaced with terracotta equivalents. The responsibility of taking all safety precautions necessary for the handling of the asbestos down pipes shall rest entirely upon the Contractor. The Contractor shall ensure that the removal of these down pipes and their disposal are carried out in the safest manner in total respect of current health and safety regulations governing the handling and disposal of asbestos elements/ components.

## ***iii) Temporary pointing***

Prior to the initiation of the restoration works on the stone fabric, open mortar joints along the exposed church facades, are to be pointed using a lime-rich mortar, leaving mortar shy from the stone surface.

Temporary pointing is to be such as to ensure that no water, cleaning agents etc. ingress the structure.

#### ***iv) Cleaning: General Considerations***

Care shall be taken to ensure that no damage is caused to friable, delaminated stonework. If so deemed necessary by the Architect in Charge, temporary pointing of open mortar joints as per methodology given in these technical specifications, shall be carried out, prior to the cleaning exercise, so as to inhibit any water used during the cleaning process, from lodging into the structure. Moreover, if so deemed necessary by the Architect in charge, friable delaminated sections shall be pre-consolidated prior to the cleaning exercise.

The cleaning method adopted will, as far as possible;

- a. Be effective in removing the deleterious substances from the stone surface.
- b. Not produce any substances which will encourage any future deterioration of the stone.
- c. Be slow enough such as to allow good control by the operator.
- d. Must not cause any micro-fractures or any other discontinuities of the stone surface, as these may initiate or encourage new deterioration processes.

Abrasives, chemicals, or high-pressure water jetting will not be permitted. A controlled nebulous pulsating water spray system will preferably be used. The process will ensure that no over saturation and softening of the stone occurs. In those areas where this system is not sufficient to reach the required level of cleanliness, controlled micro-blasting on plain, non-decorative areas will be considered. Systems adopting sand, gravel, or water blasting techniques will not be considered.

It is important that any water used throughout the cleaning operation be free from salts. No chemical agents will be permitted. The aim of the cleaning exercise will primarily be that of cleaning the face of the stone and removing all accumulation of carbon, sulphurous compounds, and other contaminants, but will retain the patina of time. On completion of works, the stone is to be brought to its natural patina, texture and profile. All discoloration

will be removed from the face of the stone. No original carved relief arises or surface textures will be damaged or altered.

The Contractor will use approved protective boards, sheeting, films, sealants and sealing tapes that do not stain protected materials and that can be readily removed after cleaning without damaging or staining the protected material.

#### **A) Brushing by Hand**

Using methods approved by the Architect in Charge, the stone surface of the church-facades is to be carefully dry-brushed, one section at a time, using stiff bristle or nylon brushes and micro scalpels that do not damage the stone surface, so as to remove loosely adhered deposits and growths such as superficial dirt, bird droppings etc. from the stonework. No wire/steel brushes or power tools shall be used unless specifically requested by the Architect in Charge.

#### **B) Chemical Cleaning with Soap / Detergents**

If so deemed necessary by the Architect in Charge, dry brushing shall be followed by wet brushing to ensure an adequate level of cleaning. During the wet brushing exercise, stiff bristle/ nylon brush and clean soft water free from salts having a conductivity inferior to 60 $\mu$ S shall be used.

The Contractor will apply a non-foaming soap blend for water rinsing and completion of the cleaning. The lowest possible concentration of agent and the shortest dwell times will be established for all areas and surfaces. The Contractor will keep written records of concentrations, dwell times, thickness and number of applications. Powdered detergents will not be used.

#### **C) Use of poultices**

The principle behind poultice treatment is that once soiling is dissolved, dirt is held in contact with the pack, rather than dissolved and permitted to fill the pores. The intimate and extended contact of the cleaning materials means that smaller quantities and lower concentrations of chemicals need be used. The use of the AB57 (Mora Pack) or similar with paper pulp/ cellulose and/ or sepiolite clay is being requested.

The pack must contain agents which facilitate the dissolution of calcium salts. The poultice will be prepared by mixing:

- a. 60g sodium bicarbonate
- b. 60g ammonium bicarbonate
- c. 25g ethylene diamine tetra acetic acid (EDTA)
- d. 10g surfactant disinfectant (neutral)
- e. 60g sepiolite clay/ paper pulp/ carboxymethylcellulose (CMC)
- f. De-ionised/ distilled water as required. Tap water or water containing salts will not be permitted.

The mix is then suitably ironed to a thickness of 4 to 5mm on the pre-wetted soiled surface and covered with a polyethylene film to prevent the poultice from drying up. The poultice is left in place for a contact period as considered necessary by the architect in charge, after which it is gently removed and the treated area rinsed with de-ionised water and brushed with a suitable nylon brush.

Given the nature of the crust, this process shall be repeated for as many times as so deemed necessary, until the black crust formation has been removed, and a satisfactory level of cleaning is obtained.

#### ***v) Cleaning of biological soiling***

Surface soiling, by organic growth, will be initially removed by simple dry bristle knife blades and spatulas, provided that the substrate is sound enough, without damaging or abrading the surface and as approved by the Architect in Charge. If the surface below the growth is delicate or liable to be marked or scoured in any way, this preparation must be limited to removal of higher plants only and approved by the Architect in Charge.

The application of mild biocides that have a long-term inhibiting effect on re-colonisation will follow the initial removal of organic growth.

Biocides are to be carefully applied, as approved beforehand by the Architect in Charge and in concentrations suggested by the manufacturer, to areas of the church-facades

affected by biological soiling. Unless otherwise agreed upon with the Architect in Charge, the biocides shall be applied by brush.

Treated areas shall be brushed with a suitable nylon brush, as recommended by the Architect in Charge or the manufacturer, following the application of the biocide, to remove the dead growth.

Products to be used will be neutral products belonging to the chemical class of compounds methoxytriazine, acting by being absorbed both through the roots and the leaves and have a wide spectrum of action; other products include quaternary-ammonium compounds, or as per Architect's in charge approval.

The biocides will be applied in strict accordance with the manufacturer's recommendations for safety and protection of the workers and the environment. The general removal of organic growth such as fungus, lichens and the like will be limited to places where these are possibly causing harm and as approved by the Architect in charge.

In an exceptionally dry period, and in areas where it is recommended to remove the organic growth, dormant dry lichens will be revived with light water spraying prior to the application of the biocide. Application of biocidal treatments will not be undertaken during wet weather or when windy conditions lead to excessive drift of spray.

The Contractor will protect all surfaces that are excluded from chemical cleaning. All chemical agents shall be contained within each treatment area.

Procedure shall be repeated to affected areas until biological growth has been removed. Where so deemed necessary, thick layers of biological growth shall be carefully removed using delicate manual methods and hand tools, primarily surgical blades, prior to the application of specified biocide.

Final controlled washing down, as per methodology for wet brushing, outlined earlier on in these specifications, shall be done so as to remove any chemical residues shall also be executed.

***vi) Removal of black encrustations and other dirt deposits***

Any layers of black crust and other well-adhered dirt deposits, shall be carefully removed as much as is technically possible, from masonry-surfaces of the church-facades, particularly mouldings, sculptural elements, aperture surrounds etc, using only delicate manual methods and appropriate hand tools, primarily surgical blades.

Care is to be taken to ensure that no damage is caused to friable, delaminated stonework. If so deemed necessary, such areas shall be pre-consolidated adopting procedures outlined in these specifications.

Should such manual methods fail, following prior approval to be sought from the Architect in Charge, the Contractor shall adopt other approved cleaning methods such as controlled nebulous pulsating water spray, poulticing, microblasting, micro-scalpels or approved chemical cleaning as per methodologies outlined in these technical specifications.

Clean potable soft water, free from salts and having a conductivity inferior to 60µS shall be used for the controlled pulsating nebulous spray. Poulticing shall be applied as per methodologies outlined in these technical specifications, and the proposed micro-blasting or micro-scalpel techniques shall be approved by the Architect in charge.

The cleaning procedure shall be repeated for as many times as so deemed necessary until the black crust formation has been removed, and a satisfactory level of cleaning is obtained without altering the original patina of the stonework.

For payment reasons, manual cleaning using surgical blades, the nebulous spray, poulticing, micro blasting and micro-scalpel techniques and chemical cleaning techniques will all be considered an intrinsic part of the cleaning exercise, and in no case will the contractor be allowed to make claims for extra costs in relation to workmanship, and/ or material.

***vii) Removal of oil-based paints and/or cement-based renders***

All cement-based rendering and pointing, or concrete accretions to be found on the church façades, flanks and bell towers, shall be carefully removed using small hand-held tools and using manual methods approved by the Architect in Charge, and constant supervision so as not to damage the underlying stone substrate and the surrounding stone fabric.

Any oil-based paints may be removed by a neutral paint-remover certified to contain no salts or any other deleterious agent. Repeated applications in paste form may be necessary to remove persistent stains.

On removal of the cement rendering, each of the uncovered individual stone block shall be carefully examined together with the Architect in Charge so as to determine the need or otherwise for its replacement, consolidation etc.

Mechanical means, especially those involving the use of power tools (such as rotating-disc cleaners and dry or wet sandblasters) or tipped metallic tools, will not be permitted.

#### **A) Epoxy resins**

The epoxy resin used shall be a solvent-free resin-based product supplied in two packs (resin + hardener), having a low viscosity, and certified by manufacturer to suitably fill cracks in the region of 1mm or more as so required.

The resin shall be certified by manufacturer to have a suitable bonding to masonry, be colorless (or have a stone color), be resistant to chemicals, and have an effective adhesion even on moist masonry surfaces.

The material shall be easily injected into the crack structure using proprietary methods and tools, including suitably sized non-return injection valves. It shall have a compressive strength greater than 60N/mm<sup>2</sup>, and a flexural tensile strength of more than 30N/mm<sup>2</sup>.

All masonry surfaces to be treated with epoxy resins shall be clean, free from any loose material, greasy substances, etc. Cracks should be superficially sealed with an epoxy resin having suitable viscosity, and proprietary injection nozzles fixed.

Following the injection of the epoxy resin, and after allowing sufficient time to ensure that the structural stability of the delaminated or otherwise masonry structure is restored, the masonry is carefully cleaned from the superficial epoxy resin applied previously to seal cracks.

#### ***viii) Replacement of highly-deteriorated stone blocks***

Existing unstable, damaged or deteriorated ashlar stone blocks, moulded stonework and balustrades, etc. requiring replacement, shall be numbered using methods and materials approved by the Architect in Charge. Extents of masonry work to be dismantled shall be determined together with the Architect in Charge and no stone replacement is to be executed prior to having obtained consent for such work from the Architect in Charge.

The numbering methodology to be employed, shall be determined by the Architect in Charge. Copies of drawings and photographic records, documenting all stonework to be replaced, shall be handed to the Architect in Charge, as part of the building file to be compiled by the Contractor for this project.

Tackling one area at a time, identified, individual deteriorated ashlar stone blocks, moulded stonework and balustrades, etc. requiring replacement, shall be carefully dismantled or chiselled away, to a depth as specified in this document or as directed by the Architect in Charge, paying particular attention not to damage surrounding sound stone in the process.

Care is also to be taken to adequately prop surrounding stonework. Unserviceable stonework and resulting debris is to be loaded and carted away to an approved dumpsite.

Throughout the stone replacement exercise, best quality stone having the same dimensions and configuration as the stone it is replacing is to be used. All replaced stonework shall match with the existing course height and it is envisaged that most of the replaced stonework shall be special sized stone.

Full size templates, showing the exact configuration and, if applicable, all details of stereotomy, of each individual stone necessitating replacement, shall be prepared prior to dismantling. All exposed surfaces shall be finished by traditional mason's hand tools. No machine finish will be allowed. A lime-based mortar shall be used, both during the laying of the individual stone blocks and their subsequent pointing.

All re-instated stone shall be of varying thickness and in no case less than 230mm in thickness or as directed by the Architect in Charge, such as to ensure a good interlocking effect with the adjacent area of wall. If deemed necessary or so-instructed by the Architect in Charge, new or old stone blocks should be tied / anchored together, by forming joints as instructed by the Architect in Charge.

It is envisaged that the worst-case scenario will be presented by the condition of the stone fabric of certain masonry areas, a considerable extent of which lies today partially-concealed beneath the cement rendering. The extent of visible damage suggests that partial temporary dismantling of the said masonry might at some point be necessary to allow the replacement of extensively damaged stone blocks.

Should this need be confirmed during the progress of the works and following the removal of all the cement-based rendering, any necessary temporary dismantling works are to be preceded by a thorough documentation exercise. All sound stone blocks to be temporarily dismantled, are first to be numbered and referenced to photogrammetric drawings and/or photographic documentation as instructed by the Architect in Charge.

Dismantled sections are then to be temporarily stored in such a way as to ensure that the qualities of the sound stonework, and in particular its superficial patina, are respected at all times. Expanded polystyrene sheets or any similar material, approved by the Architect in Charge, shall be used to pack dismantled stonework on timber pallets for future use.

Following the replacement of the extensively damaged stone blocks, as per methodology given above, all the previously-dismantled sound stone blocks, stonework etc. are to be re-instated in their original position as previously referenced.

Such dismantling exercise shall be carried out under the responsibility, direction and supervision of the Contractor's Architect and following liaising with the Architect in Charge, with regards to the methodology to be employed.

It is to be clearly understood that for payment reasons, the partial dismantling of the masonry fabric, if so deemed necessary during the progress of works, shall be considered an intrinsic part of the stone replacement exercise, and in no case will the Contractor be entitled to extra payment or be allowed to make claims for extra works and costs in relation to such dismantling works.

#### **A) Bonded dowels**

The Contractor shall submit samples/ method statements for the use of stainless steel, glass reinforced, or epoxy resin dowels used in conjunction with polyester or epoxy resin adhesives shall be used, and as approved by the Engineer.

Suitably sized holes will be drilled in the background and rear of the replacement/insert to receive dowels and adhesive. The Contractor will ensure that the holes are aligned to allow accurate positioning of the replacement/insert and that enough depth is allowed for sound anchorage.

The holes will be cleaned, all dust removed and adequately flushed with water; adequate drying time shall be allowed. Smaller holes may also be cleaned by blowing out with a small tube. The dowels will be secured into clean, dry holes with adhesive. No adhesive shall be used to bond stones at joints unless agreed otherwise with Engineer.

The pins will be cut to size prior to the injection of the resin and will not be closer than 6mm to the surface for small diameters and 12mm for large diameters. The resulting holes will then be filled with matching mortar.

#### ***ix) Plastic repair of masonry, exhibiting limited deterioration***

Plastic repair is to be carried out to sections of deteriorated/ damaged masonry work located on any part of the church facades, flanks and belfries, using methods and materials as specified and as directed by the Architect in Charge.

Extents of masonry work to be repaired plastically shall be determined together with the Architect in Charge and no plastic repair works are to be executed prior to having obtained consent for such work from the Architect in Charge.

The mix to be adopted shall be determined on the basis of previously-carried out trial samples so as to achieve a mortar which is as visually-compatible as possible with the weathered stonework. The final mix is to be approved by the Architect in Charge.

In the case of stone blocks or stonework exhibiting mild alveolar deterioration which, if so identified by the Architect in Charge, are to be retained, plastic repair is to be carried out in such a way as to fill the alveoli of affected stone blocks.

Care shall be taken to ensure that each alveolus is filled in individually, taking care to keep the surface of the masonry clean and free from any mortar. The extent of filling of the alveoli shall be determined on site by the Architect in charge and shall vary to reflect the physiognomy of the deteriorated masonry fabric.

#### ***x) Consolidation of stone blocks***

Sections of deteriorated masonry, exhibiting a limited amount of superficial powdering, are to be consolidated, using appropriate consolidants as approved by the Architect in Charge, consolidate.

Stone consolidants are applied to the stone fabric as liquids, depositing a solid material within the pore structure of the material. The main function of a stone consolidant should undoubtedly be that of restoring the cohesion, physical properties and appearance of the deteriorated stone. It is thus important that the choice of a suitable consolidant will be based on the following parameters:

- a) Consolidating value, whereby the treated deteriorated stone recovers its original properties, mainly strength, surface hardness and abrasion resistance.
- b) Durability
- c) Depth of penetration, affected mainly by the viscosity and surface tension, rate of gel or precipitation formation, method and conditions of application, and rate of evaporation.
- d) Stone porosity. As the proportion of fine pores increases, the stone becomes more susceptible to salt attack. The consolidant should, ideally not alter the pore size distribution of the original material.
- e) Moisture transfer
- f) Compatibility. Cured stone should have three-dimensional properties similar to that of the original stone. Consolidants should not form by-products containing harmful salts that can cause further damage to the stone.
- g) Appearance of the consolidated stone.

The consolidants to be used shall be non-toxic and of a one component system, having a silicium organic compound base (70 to 80%). They shall be thin and have a low viscosity of 3.3c ST at 25°C or better, certified to penetrate deep into fine capillaries. They shall not impair the breathability of the stone structure, be durable and resistant to local weather. The consolidant used shall be colourless, have a density in the region of 0.96 to 0.98 g/cm<sup>3</sup>, or better, and cure without any salt formation.

The consolidant shall be catalysed by atmospheric humidity. The consolidant shall be applied to specifications detailed by the manufacturer. It shall not be applied to stone subjected to high moisture content, or characterised by an elevated salt content. Ideally, the stone is to be consolidated by flooding either by a coarse-droplet, or preferably by a long-bristled brush.

Extents of masonry work to be consolidated, shall be determined together with the Architect in Charge and no consolidation works are to be executed prior to having obtained consent for such work from the Architect in Charge. If so deemed necessary by the Architect in Charge, prior poulticing of the stone shall be carried out prior to the application of the consolidant, in order to lower its salt content.

Consolidants shall be as specified in this document and approved by the Architect in Charge, and shall be applied in such a way as to guarantee an acceptable penetration, exceeding 30mm. The consolidant shall be applied generously and uniformly to the stone surface, until the stone surface is saturated. If so considered necessary, the Architect in Charge may request that this exercise be repeated for as many times as so deemed necessary.

For payment reasons, the use of different consolidants and the application of various cycles of consolidation will be considered as an intrinsic part of the consolidation exercise, and in no case will the Contractor be allowed to make claims for extra costs in relation to workmanship, and/ or material.

#### ***xi) Re-pointing works***

Loose pointing and/or cement-based pointing shall be removed, using small hand held tools as directed by the Architect in Charge. Subsequently, all open mortar joints of the church-facades, shall be repointed using a lime-rich mortar as directed and approved by the Architect in Charge and as detailed in this document.

The mix to be adopted shall be determined on the basis of previously carried out trial samples so as to achieve a mortar which is as visually-compatible as possible with any remaining original pointing and with the weathered stonework. The final mix is to be approved by the Architect in Charge.

Deep crevices and joints shall be filled up in layers, permitting full setting and adequate curing of each individual layer before the application of the next layer. All pointing shall be carried out as neat as possible. The width of the pointing, should, as far as possible, be kept to the minimum possible.

Unless otherwise indicated by the Architect in Charge, all pointing shall be carried out flush with the surface of the masonry, to prevent water ingress into the structure. All pointing shall be adequately cured to prevent the formation of shrinkage cracks.

***xii) Waterproof finishing layer (where indicated)***

A waterproof finishing layer is to be applied which is flexible in nature and has a long-life decorative finish. The material applied must be resistant to softening in hot weather conditions.

The surface is to be prepared by removing any dirt, gravel and/or other loose material. Any cracks are to be repaired prior to the application of a primer. Once a primer is applied to the entire surface to be treated, allow for the necessary curing according to the product specifications before proceeding with the top coat.

The topcoat is to be applied generously to give a uniform coat over the entire surface to be treated and repeated according to the product specifications allowing enough time for the necessary curing. The colour of the topcoat is to be determined in liaison with Architect in Charge.

**Note:**

It is to be understood that the quantities for the above-mentioned works, set out in the Bill of Quantities, shall be estimated quantities and shall not be taken as the actual and correct quantities of the works to be executed by the Contractor.

Actual quantities shall be verified on site following the erection of the scaffolding and during the progress of work. Changes in the stated quantities shall in no way invalidate the contract or entitle the Contractor to a change in quoted rates.

## **SECTION 5 - SUPPLEMENTARY DOCUMENTATION**

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

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

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

### ***5.4 - Specimen Pre-financing Guarantee***

### ***5.5 - Specimen Retention Guarantee***

### ***5.6 - General Conditions of Contract***

The full set of General Conditions for Works Contracts is included in the tender package.

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.