**Tender for Deconstruction of Existing Boundary Wall and Construction of New Boundary Wall (Including Fence) at Xrobb L-Għaġin Natural Park as part of ERDF Project ERDF.05.121 – Wildlife Rehabilitation Centre**

**ERDF.05.0121 – Tender 003**

**1. GENERAL**

Payment of all items except Section 4.2, Day works, will be made on a lump‑sum basis in accordance with Clauses 43-53 of the Conditions of Contract. The item descriptions given in the breakdown in no way limit the Contractor's obligations under the contract to provide all the works described elsewhere.

All items must be priced in Euro but exclusive of VAT.

The tender price must include taxes, customs and import duties that are levied in accordance with the laws and regulations of the state of the NGO on the production, manufacture, sale and transport of the Contractor's plant, machinery, materials and supplies to be used on or furnished under the contract.

Notwithstanding any limits which may be implied by the wording of individual items, the Contractor accepts that the amounts entered are works that are complete in every respect.

He will be deemed to have taken full account of all requirements and obligations, whether expressed or implied, covered by all parts of this contract and to have priced the items herein accordingly. The amount must therefore include for all incidental and contingent expenses and risks of every kind necessary to construct, complete and maintain the whole of the works in accordance with the contract. Unless separate items are provided in the breakdown, rates and sums include all costs involved in the various items in the breakdown.

The amounts entered by the Contractor against all items in the breakdown must accurately reflect the cost of carrying out the work described in the contract. All costs, commissions and other charges (unless separately itemised) applicable to the contract as a whole must be spread across all amounts in the breakdown, whereas those applicable to specific sections of the contract are to be spread only over the items to which those sections refer.

The amounts entered in this schedule will be used for calculating payments and interim payments and for valuing variations.

Section 2 includes provisional sums for use when works are to be executed on a day work basis. Works may not be executed as day work other than by order of the NGO's representative and in accordance with the terms of the contract.

**2. PAYMENTS**

**Monthly payment**

Where an item in the breakdown is priced as a "sum", payment will be made on completion of that item. Where an item in the breakdown is priced ''per unit'', payment will be made on completion of each unit. Work carried out on a day work basis will be paid for on approval of the day work sheets.

**Retention monies**

Retained monies will be held back in accordance with the provisions of the contract.

### Unit-Price Contracts

## I. Preamble

Tenderers must price each item in the bill of quantities separately and follow the instructions regarding the transfer of various totals in the summary.

The bill of quantities must be read with all the other contract documents and the Contractor shall be deemed to have thoroughly acquainted himself with the detailed descriptions of the works to be done and the way in which they are to be carried out. All the works must be executed to the satisfaction of the Engineer.

**1.1. Quantity of items**

The quantities set forth against the items in the bill of quantities are an estimate of the quantity of each kind of the work likely to be carried out under the contract and are given to provide a common basis for bids. There is no guarantee to the Contractor that he will be required to carry out the quantities of work indicated under any one particular item in the bill of quantities or that the quantities will not differ in magnitude from those stated.

When pricing items, reference should be made to the conditions of contract, the specifications and relevant drawings for directions and descriptions of work and materials involved.

The quantities given in the bill of quantities are provisional and reflect the estimates made at the time of approval to provide a basis for this document and tenders. Tenderers must consider every aspect of the tender document carefully.

Any comments concerning the quantities must be made in the form of an attachment, following the system of itemisation, quoting the codes and brief descriptions, as in the present documents, including the rates and prices.

Save where the technical specifications or the bill of quantities specifically and expressly state otherwise, only permanent works are to be measured. Works will be measured net to the dimensions shown on the drawings or ordered in writing by the Engineer, save where described or prescribed elsewhere in the contract.

In adjusting extras or variations on the contract, works will be measured on the same basis as that on which the quantities were prepared. All works not specifically mentioned in the bill of quantities will be taken as included in the prices of various items.

Where, in the opinion of the Engineer, extra works cannot be properly measured or valued, the Contractor may, if so directed by the Engineer, carry out the work at the day work rates shown in the schedule of day work. All completed day work sheets must be signed by the Engineer on or before the end of the week in which the works are executed.

No allowance will be made for loss of materials or volume thereof during transport or compaction.

**1.2. Units of measurement**

The units of measurement used in the annexed technical documentation are those of the International System of Units (SI). No other units may be used for measurements, pricing, detail drawings etc. (Any units not mentioned in the technical documentation must also be expressed in terms of the SI.)

Abbreviations used in the bill of quantities are to be interpreted as follows:

 mm means millimetre

 m means metre

 mm² means square millimetre

 m² means square metre

 m³ means cubic metre

 kg means kilogram

 to means tonne (1000 kg)

 pcs means pieces

 h means hour

 L.s. means Lump sum

 km means kilometre

 l means litre

 % means per cent

 N.d means nominal diameter

 m/m means man-month

 m/d means man-day

## II. Terms Relating To Payments

The method for measuring completed works for payment must be in accordance with the Contract.

The provisional sums in the bill of quantities must be used in whole or in part at the discretion of the Engineer or as otherwise set out in the contract.

Each item in the bill of quantities for which payment is to be made in a lump sum, and for which no payment schedule is provided, must be paid after the work covered by the lump sum has been completed to the satisfaction of the Engineer.

## III. Pricing

The prices and rates inserted in the bill of quantities are to be the full inclusive values of the works described under the items, including all costs and expenses which may be required in and for the construction of the works described together with any temporary works and installations which may be necessary and all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based. It will be assumed that establishment charges, profit and allowances for all obligations are spread evenly over all the unit rates.

The rates and prices tendered in the priced bill of quantities will be quoted at the current rates on the date of submission.

**Rates and prices must be entered against each item in the bill of quantities**. *If any item in the Bill of Quantities is left unpriced, then it shall be deemed that the Contractor is taking provision for the price of this item in the rest of the rates.*

The rates will cover all tax, duty or other liabilities which are not stated separately in the bill of quantities and the tender.

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## IV. Completing the bill of quantities

In the bill of quantities, rates and prices will be entered in the appropriate columns in Euro.

Errors will be corrected as follows:

a) where there is a discrepancy between amounts in figures and in words, the amount in words will prevail; and

b) where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit price and the quantity, the unit rate as quoted will prevail.