GVERN TA' MALTA

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REFERENCE NUMBER ; 04/2026

TEATRU GIOVANNI

UPGRADING WORKS OF THE EXISTING THEATRE STAGE

AT THE

PARISH CENTRE

XEWKIJA GOZO

This project is co-funded through the LEADER Programme under the European Agricultural Fund for Rural Development (EAFRD), administered by the Gozo Action Group Foundation (GAGF).

IMPORTANT:

- **No Bid Bond is requested for this tender.**

Date Published:	**20TH NOVEMBER 2026**	
Deadline for Submission:	**11th DECEMBER 2026**	**At12:00pm**
Tender Opening:	**11TH DECEMBER 2026**	**At 12:00pm**

Contracting Authority:
Assocjazzjoni Rotunda (VO/1867)
obo Xewkija Parish
Tel:(+356) 21556793 / 99832364 / 99002627
E-mail Address:
tenders@xewkijaparish.org

Co-funded by the European Union

ASSOĊJAZZJONI ROTUNDA EST. 2019 XEWKIJA

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SECTION 1 – INSTRUCTIONS TO TENDERERS

1. General Instructions

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

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

Prospective tenderers must submit their offer by depositing it in the tender box, located at *address of NGO*. Prospective tenderers take full responsibility to submit their offer by the set tender submission deadline.

Note;

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

The Estimated Procurement Value for this Call for Tenders has been based on comprehensive research including appropriate financial analysis. In the context of this procurement, the Estimated Procurement Value, based on market research, is that of € €63,193.00 excluding VAT.

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

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

1.2 The subject of this tender is the Assocjazzjoni Rotunda obo of Xewkija Parish, requires the services of contractors for the Theatre's stage refurbishment project at the Parish Center in Xewkija,Gozo.

1.3 The place of acceptance of the services/supplies/works shall be Xewkija Parish Center St. John The Baptist Square, Xewkija, Gozo. The time limits for the execution of the contract shall be 5 months and the INCOTERM2020 applicable shall be Delivery Duty Paid (DDP).

1.4 This is a unit-price contract.

1.5 This call for tenders is being issued under an open procedure.

1.6 The beneficiary of this tender is Assocjazzjoni Rotunda (VO/1867)

1.7 This tender is not a reserved contract.

2. Timetable

	DATE	TIME
Clarification Meeting/Site Visit (Refer to Clause 6.1)	30th November 2026	9:30am
Deadline for request for any additional information from the NGO **Clarification requests should be addressed to: *NGOs e-mail address*** **tenders@xewkijaparish.org**	1st December 2026	6:00pm
Last date on which additional information can be issued by the NGO	5th December 2026	6:00pm
Deadline for submission of tenders/Tender opening session (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering for NGOs)	11th December 2026	12:00pm
* 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 Contracting Authority reserves the right to amend, suspend or terminate this procurement process should circumstances relating to the funding of the project require such action. Tenderers shall have no claim for compensation arising from such decisions, except as may be provided by law.

10. Submission of tenders.

Tenders shall be submitted in a sealed envelope clearly marked with the Tender Reference Number and Tender Title. The sealed envelope shall be deposited in the Tender Box located at the Parish Office of Assoċjazzjoni Rotunda, Uffiċċju Parrokkjali, Pjazza San Ġwann Battista, Xewkija, XWK 1012, Għawdex, no later than the deadline specified in the Tender Notice.

The Tender Box is accessible during the Parish Office opening hours, namely Mondays, Wednesdays and Fridays from 09:00 to 12:00 (noon).

Alternatively, tenders may be sent by registered post to the following address:

Assoċjazzjoni Rotunda
Uffiċċju Parrokkjali
Pjazza San Ġwann Battista
Xewkija, XWK 1012
Għawdex, Malta

Envelopes submitted by registered post shall likewise be sealed and clearly marked with the Tender Reference Number and Tender Title.

The Contracting Authority shall not be responsible for late deliveries. Tenders received after the closing date and time, irrespective of the method of delivery, shall not be considered.

SECTION 2 – EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

Part IX of the Public Procurement Regulations – S.L. 601.03
Appeals from decisions taken after the closing date for the submissions of an offer *(applicable to procurement where the estimated value meets or exceeds Euro5K)*

270*. Where the estimated value of the public contract meets or exceeds five thousand euro (€5,000) 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 Public Contracts Review Board, which shall contain in a very clear manner the reasons for their complaints.*

271*. The objection shall be filed within ten (10) calendar days following the date on which the contracting authority or the authority responsible for the tendering process 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 contracting authority of the whole tender or if the tender is divided into lots according to the estimated value of the tender set by the contracting authority 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 Public Contracts Review Board shall immediately notify the Director, the Sectoral Procurement Directorate and, or the contracting authority, as the case may be, that an objection had been filed with his authority thereby immediately suspending the award procedure.*

275*. The Department of Contracts, the Sectoral Procurement Directorate or the contracting authority involved, as the case may be, shall be precluded from concluding the contract during the period of ten (10) 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, the Sectoral Procurement Directorate or the Special Contracts Committee or by the contracting authority, shall be made public by affixing it to the notice-board of the Department of Contracts, the Sectoral Procurement Directorate or of the office of the contracting authority, 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 Department of Contracts;

(b) the appeal of the complainant shall also be affixed to the notice-board of the Public Contracts Review Board and shall be communicated by fax or by other electronic means to all participating tenderers;

(c) the contracting authority and any interested party may, within ten (10) calendar days from the day on which the appeal is affixed to the notice board of the Review Board 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 they shall also be uploaded on the government's eProcurement platform;

(d) the authority responsible for the tendering process shall within ten (10) days forward to the chairman of the Public Contracts Review Board all documentation pertaining to the call for tenders in question including files and tenders submitted;

(e) the secretary of the Review Board shall inform all the participants of the call for tenders, the Department of Contracts, the Sectoral Procurement Directorate and the contracting authority of the date or dates, as the case may be, when the appeal will be heard;

(f) 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 (6) 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;

(g) the secretary of the Review Board shall keep a record of the grounds of each adjournment and of everything done in each sitting;

(h) after evaluating all the evidence and after considering all submissions put forward by the parties, the Public Contracts Review Board shall decide whether to accede or reject the appeal or even cancel the call if it appears to it that this is best in the circumstances of the case.

SECTION 3 – SPECIAL CONDITIONS

Article 1: Law and language of the Contract

1.1 The Laws of Malta shall apply in all matters not covered by the provisions of the contract.

1.2 The language used shall be English.

Article 2: Order of Precedence of Contract Documents

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

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

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

Article 3: Communications

3.1 Contracting Authority: Assocjazzjoni Rotunda (VO/1867)
Tel:(+356) 21556793/99832364/99002627 E-mail Address: tenders@xewkijaparish.org

Article 4: Supervisor and Supervisor's Representative

4.1 Appointment of the Supervisor

The Employer shall appoint a Supervisor who shall be responsible for the administration of the Contract, inspection of the Works, certification of payments, and ensuring that the Works are executed in accordance with the Contract Documents.
The Supervisor may be assisted by one or more Supervisor's Representatives, whose names and responsibilities shall be notified in writing to the Contractor.

4.2 Powers of the Supervisor

The Supervisor shall have the authority to;

a. Issue instructions necessary for the proper execution of the Works.
b. Inspect all materials, equipment and workmanship at any stage of manufacture, delivery, installation, testing and commissioning.
c. Reject materials, equipment or workmanship that do not comply with the Contract.
d. Require the removal and replacement of defective works at the Contractor's expense.
e. Order testing, inspections and demonstrations of the installations and associated systems.
f. Measure completed works and certify interim and final payments in accordance with the Contract.
g. Approve shop drawings, material submissions, samples and technical documentation, provided that such approval shall not relieve the Contractor of any contractual responsibility.
h. Issue Practical Completion and Final Completion certificates where appropriate.

The Supervisor shall have no authority to amend the Contract, waive contractual obligations, or instruct variations that alter the Contract Sum except as provided under the Contract.

4.3 Powers of the Supervisor's Representative

The Supervisor's Representative shall act on behalf of the Supervisor within the limits of authority delegated in writing.

The Supervisor's Representative scope ;

- **Inspect the Works.**
- **Witness testing and commissioning.**
- **Monitor progress.**
- **Verify measurements.**
- **Record defects.**
- **Issue site instructions relating to day-to-day execution of the Works.**
- **Ensure that all trades cooperate effectively and work in a coordinated manner to avoid conflicts, delays, or rework.**
- **Review and coordinate all drawings, specifications, and shop drawings to ensure compatibility between different trades prior to execution.**
- **Identify and resolve any discrepancies, clashes, or interface issues between trades and notify the Engineer/Project Manager promptly where necessary.**
- **Arrange regular coordination meetings with all relevant trades to plan, sequence, and monitor the progress of the Works.**
- **Provide coordinated setting-out information and ensure that each trade is aware of its responsibilities and interfaces with others.**

No additional payment or extension of time shall be granted to the contractor for delays or extra work arising from lack of coordination between trades.

Any instruction involving additional cost, extension of time, variation to the Contract, or alteration to the approved design shall only be issued or confirmed by the Supervisor.

4.4 Resources Available to the Supervisor

The Contractor shall provide the Supervisor and the Supervisor's Representative with reasonable access to all parts of the Works at all times during normal working hours and at other reasonable times when critical operations are taking place.
The Contractor shall make available:

- **safe access to the Works;**
- **temporary lighting where required for inspections;**
- **access to testing equipment during commissioning;**
- **copies of approved drawings and technical documentation;**
- **manufacturer's data and certificates;**
- **test reports and commissioning records.**

No separate payment shall be made for complying with this requirement.

Article 5: Supply of Documents

The Contractor shall prepare and submit all drawings, calculations, technical data and documentation necessary for the proper execution of the Works.

Prior to commencing the relevant works, the Contractor shall submit, as a minimum:

a. General Arrangement drawings showing the proposed layouts, dimensions and levels.

b. Shop drawings detailing floor finishing, stage floor joinery, and curtain rails fixtures, fittings and interfaced with the existing structures.

c. Product data sheets, technical literature and certificates for all principal materials and products.

d. Material and finish samples where specified for approval.

e. Method Statements .

f. Programme of Works.

The Supervisor shall review submissions solely to verify general compliance with the Contract. Such review or approval shall not relieve the Contractor of responsibility for the accuracy, completeness or suitability of the submitted documents.
The Supervisor shall return submissions within ten (10) working days marked as Approved, Approved as Noted, Revise and Resubmit, or Rejected.

Where revisions are required, the Contractor shall resubmit the amended documents within five (5) working days, or such other period as approved by the Supervisor.
No work requiring approval shall commence until the relevant submission has been approved or approved as noted.

The Contractor shall maintain a document register recording all submissions, revisions, approvals and current document status, and shall make it available to the Supervisor upon request.

Article 6: Assistance with Local Regulations

Unless otherwise expressly stated in the Contract, the Contractor shall, at its own cost, obtain all permits, licences, authorisations and approvals necessary for the execution of the Works.

The Contractor shall, where applicable:

a. Ensure that all personnel engaged on the Works possess the qualifications, licences and certifications required by applicable legislation.

b. Comply with all applicable Maltese legislation, Building and Construction Authority (BCA) requirements, Occupational Health and Safety regulations, planning conditions, building regulations and any other statutory requirements applicable to the Works.

Where personnel who are not nationals of the country in which the Works are carried out are employed, the Contractor shall be solely responsible for obtaining all necessary visas, residence permits, work permits and other statutory authorisations.

Copies of all relevant permits, approvals, inspection reports and statutory certificates shall be submitted to the Supervisor before the relevant stage of the Works commences and, in any event, prior to Practical Completion.

Article 7: The Contractor's Obligations

7.1 The Contractor shall execute, complete and hand over the main stage and back stage, works as listed in the BOQ in accordance with the Contract Documents, applicable standards, statutory requirements and good engineering practice.

7.2 The Contractor shall comply with all applicable Maltese legislation, Building and Construction Authority (BCA) requirements, Occupational Health and Safety legislation, Planning Authority permit conditions, environmental regulations, and all other statutory requirements applicable to the Works.

7.3 Programme of Performance

Within ten (10) working days from the Commencement Order, the Contractor shall submit a detailed Programme of Works. The programme shall be updated as required by the Supervisor.

7.4 Derogation

No derogation from the General Conditions shall apply.

7.5 Notices

All notices, submissions and correspondence shall be addressed to the Supervisor at the address stated in the Contract Data or as otherwise notified by the Contracting Authority.

Article 8: Performance Guarantee

8.1 The Contractor shall, within 15 calendar days of receipt of the contract, sign and date the contract and return it together with a copy of the Performance Guarantee and a copy of the pre-financing guarantee together with the copy of the relative invoice (if applicable). The copy of the Performance Guarantee forwarded to the Client is to be endorsed by the Contracting Authority prior to submission. The Contract will not be endorsed by the Contracting Authority / Client until the Performance Guarantee is submitted. The Contractor is therefore obliged to forward the original Performance Guarantee to the Contracting Authority. The amount of the guarantee shall be 4% where the amount of the total contract value is between €10,000 and €500,000 exclusive of VAT.

8.4 Releasing the performance guarantee.

The performance guarantee shall be released upon successful completion of the contract obligations, including final acceptance of the works/services by the Client, resolution of all defects and outstanding obligations, and expiry of the defects liability or warranty period (if applicable). The guarantee may also be released earlier if otherwise provided for in the contract or upon mutual written agreement of the parties.

Article 9: Insurance

The Contractor shall obtain and maintain, at its own expense, all insurance policies including, where applicable, public liability insurance, employer's liability/workers' compensation insurance, and professional indemnity insurance (where professional services are provided). The insurance policies shall remain valid for the duration of the Contract and any applicable defects liability or warranty period.
The Contractor shall submit copies of the relevant insurance certificates and evidence of premium payment to the Contracting Authority before the commencement of the Contract and whenever renewed. The Contracting Authority shall not effect any payments to the Contractor until the required insurance documentation has been submitted and accepted. The Contractor shall immediately notify the Contracting Authority of any cancellation, lapse, or material change to the required insurance policies and shall ensure continuous insurance coverage throughout the Contract period.

Article 10 – Tender Prices

Without prejudice to the provisions mentioned in the Tender, the Contractor shall be deemed to have examined all Contract Documents, inspected the Site, and satisfied itself as to all conditions that may affect the execution and completion of the Works.

The Tender Price shall be deemed to include all labour, supervision, materials, plant, equipment, temporary works, transport, storage, insurance, testing, commissioning, overheads, profit, taxes, duties (except where otherwise expressly stated in the Contract), permits, licences, compliance with applicable laws and regulations, health and safety measures, environmental protection measures, and all other costs necessary for the proper execution, completion, testing, commissioning, and remedying of defects in the Works.

The Tender Price shall also be deemed to include all incidental and ancillary works, whether expressly described in the Contract Documents or reasonably inferred therefrom, as necessary for the complete and functional execution of the Works.

No additional payment shall be made for any item, obligation, or activity that is reasonably required for the proper performance of the Contract but has not been separately priced in the Contractor's Tender. Such costs shall be deemed to be included within the Tender Price unless expressly provided otherwise in the Contract.

The Contractor shall bear the risk of any omission or error in the pricing of its Tender, except where adjustments are expressly permitted under the Contract.

Article 11: Safety on Site

11.1 Further to the provisions of other 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.

11.2 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 workplace, on the implementation of Health and Safety provisions. The contractor or his designate shall co-ordinate necessary actions in matters which concern protective and preventive measures and shall inform all on site as well as the Project Supervisor regarding any potential risks.

Article 12: Interference With Traffic

It is the contractor’s responsibility to apply for any permits to occupy public areas during the progress of works.

Article 13: Coordination Between Trades.

The Contractor shall be fully responsible for the coordination and integration of all trades involved in the Works, including those executed by subcontractors, suppliers, and other parties engaged on the Project.

The Contractor shall:

Ensure that all trades cooperate effectively and work in a coordinated manner to avoid conflicts, delays, or rework.

Review and coordinate all drawings, specifications, and shop drawings to ensure Compatibility between different trades prior to execution.

Identify and resolve any discrepancies, clashes, or interface issues between trades And notify the Engineer/Project Manager promptly where necessary.

Arrange regular coordination meetings with all relevant trades to plan, sequence, And monitor the progress of the Works.

Provide coordinated setting-out information and ensure that each trade is aware of Its responsibilities and interfaces with others.

Bear all costs associated with the resolution of coordination issues arising from Failure to properly coordinate the Works.

No additional payment or extension of time shall be granted for delays or extra work Arising from lack of coordination between trades.

Article 14: Commencement Date

14.1 Maximum of 30 days from the signing of contract

Article 15: Period of Execution of Tasks

15th January 2027 to 1st May 2027.

Article 16: Delays in Execution

50 Euros compensation per day of delay.

Article 17: Modification to the Contract

The Contracting authority may avail itself of the possibility of modifying the contracted works this up to a maximum of 30% of the contracted value.

Article 18: Work Register

A Work Register shall be maintained by the Contractor on Site throughout the execution of the Works.

The Work Register shall record, as a minimum:

a) the nature and location of the Works executed;
b) quantities of work completed;
c) labour, plant and major materials utilized where relevant;
d) weather conditions where these materially affect progress;
e) instructions issued by the Project Manager/Supervisor;
f) inspections, tests and measurements carried out;
g) any other information required for the measurement and valuation of the Works.

The Work Register shall be kept up to date on a daily basis and shall be made available for inspection by the Project Manager/Supervisor at all reasonable times.

Entries shall, where appropriate, be jointly verified and signed by authorised representatives of the Contractor and the Project Manager/Supervisor.

Failure of the Project Manager/Supervisor to sign an entry shall not invalidate the record but shall not constitute acceptance of its accuracy.

Article 19: Quality of Works and Materials

All materials shall be new, of first-class quality, fit for purpose, and compliant with the Contract Documents and all applicable standards and regulations.

Qualified personnel in accordance with recognised industry best practices and the manufacturer's recommendations shall carry out workmanship.

The Employer reserves the right to inspect and reject any materials or workmanship that do not meet the specified requirements.

The Contractor shall promptly replace or rectify any defective or non-compliant work at no additional cost. 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 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 itemization, 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 Architect, 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 the Contractor may, if so directed by the Architect in charge, 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 Architect in charge 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. included in the prices of various items.

The Contractor shall protect completed works from damage and, upon completion, ensure that all works are clean, defect-free, and ready for their intended use.

Article 20: Preliminary technical acceptance

Preliminary Technical Acceptance shall be required for the installation of the Front Curtain prior to the issue of the Certificate of Completion.

Preliminary Technical Acceptance shall be granted only after:

- **the Curtain has been completely installed in accordance with the Contract;**
- **all inspections, testing, commissioning and performance tests have been successfully completed;**
- **the Contractor has submitted all required certificates ;**

- **the Project Manager/Supervisor is satisfied that the curtain complies with the Contract requirements and all applicable legislation, standards, and regulatory requirements; and**

- **any defects or deficiencies identified during inspection or testing have been rectified.**

The issue of Preliminary Technical Acceptance shall not constitute Final Acceptance of the Works and shall not relieve the Contractor of its obligations under the Contract, including liability for defects during the defects liability period.

Article 21: Inspection and Testing

40.1 Before handover, the Contractor shall:
- **Carry out all statutory testing.**
- **Obtain all required inspections and approvals.**
- **Train the Employer's representatives in operation and emergency procedures. Specify the places to be inspected and tested, and the practical arrangements for testing**

Article 22: Ownership of Plants and Materials

22.1 Not applicable.

No equipment, temporary structures, plant, or materials will be made available by the Contracting Authority under Article 42 of the General Conditions.

Article 23: Payments: General Principles

23.1 Payments shall be made in Euro (€).
Payments shall be made in accordance with the General Conditions and the terms of the Contract. The Contractor shall submit interim payment claims supported by all Documentation required by the Contracting Authority. Payment shall only be made for Works that have been measured/inspected and certified as satisfactorily completed

23.2 Payment Schedule

Payments shall be made upon certification by the Contracting Authority's Representative as follows:

Milestone Payments ;

Submission and approval of the Performance Programme, insurance documents, performance guarantee, and commencement of works (where applicable). 10%

Handover of tiled Back Stage floors and painted walls of both Back Stage and Main Stage (by 1st March 2027). 40%

Delivery of site and issue of completion certificate by the client's technical person, (by 1st May 2027 40%

Final acceptance of the Works, submission of as-built drawings, operation and maintenance manuals, warranties, training (if applicable), and all other contract documentation. 10%

All payments shall be subject to certification by the Contracting Authority in accordance with the Contract and shall be made after deduction of any applicable retention, taxes, or other deductions provided for under the Contract.

23.3 Retention Monies

Retention monies shall be deducted from each certified interim payment at the rate of 10% of the certified amount until the total retention reaches 5% of the Contract Price.

One-half of the retention monies shall be released upon the issue of the Certificate of Provisional Acceptance.

The remaining balance shall be released upon the issue of the Certificate of Final Acceptance, if all defects have been remedied and all contractual obligations have been fulfilled.

Article 24: Price Revision

This Contract shall not include a price revision clause. The tendered rates and prices shall remain fixed for the entire duration of the Contract.

The tendered prices shall be deemed:
• to have been determined on the basis of the conditions in force on the date fixed for the submission of tenders; and Version 1.6 NGO procurement document
• to have taken into account all legislation, taxation and statutory obligations Applicable at that date.

Where changes in legislation or mandatory statutory requirements materially affect the contractual obligations of either Party after the submission of tenders, the Contracting Authority and the Contractor may consult on the appropriate course of action, which may include modification of the Contract, compensation where justified, or termination by mutual agreement, subject to the applicable procurement regulations.

As no price revision applies under this Contract, no claim for adjustment of tendered rates or prices shall be accepted after submission of the tender.

Article 25: Partial Acceptance

Partial Acceptance shall not apply to this Contract. The Maintenance Period shall commence upon the issue of the Certificate of Provisional Acceptance for the Works as a whole.

Article 26: Provisional Acceptance

Provisional Acceptance of the Works shall be granted when:

- **The Works have been substantially completed in accordance with the Contract Documents.**
- **All inspections, testing and commissioning have been successfully completed.**
- **All statutory approvals, certificates and compliance documentation required under the Contract have been submitted and accepted by the Contracting Authority.**
- **The Works are fit for their intended use, notwithstanding any minor defects or outstanding items that do not materially affect their safe operation or intended purpose.**
- **A list of minor outstanding works (snag list), if any, has been agreed between the Contracting Authority and the Contractor, together with a reasonable period for their completion.**

The Contractor shall notify the Contracting Authority in writing when the Works are considered ready for Provisional Acceptance.

Following inspection, the Contracting Authority shall either;

- **issue a Certificate of Provisional Acceptance; or**
- **notify the Contractor of any defects or outstanding works that must be completed before Provisional Acceptance can be granted**

Article 27: Maintenance Obligations and Warranty

The Maintenance Period shall commence on the date of Provisional Acceptance of the Works and shall remain in force for the period specified in the Contract.

During the Maintenance Period, the Contractor shall, at its own expense:

- **Rectify any defects, deficiencies or faults resulting from defective workmanship, materials or design for which it is responsible.**
- **Replace any defective materials or equipment.**
- **Complete any outstanding works identified during the Provisional Acceptance inspection.**
- **Carry out all remedial works within the period specified by the Contracting Authority.**

Warranty Period

The Contractor shall provide a warranty for all works included within the scope of this tender.

The Contractor warrants that all works shall be carried out in accordance with the Contract Documents, approved drawings and specifications, applicable standards and regulations, and in a proper and competent manner, using materials and workmanship of the required quality.

The warranty period shall commence from the date of Preliminary Technical Acceptance of the Works and shall remain valid for a minimum period of 24 months, unless a longer period is specified elsewhere in the Tender Documents or required by the applicable legislation.

During the warranty period, the Contractor shall, at its own cost and without undue delay, rectify, repair, replace or otherwise make good any defects, deficiencies, failures or workmanship issues attributable to defective materials, improper workmanship, or failure to comply with the Contract Documents.

The Contractor shall remain responsible for defects notified during the warranty period until such defects have been satisfactorily remedied. All remedial works shall be carried out to the satisfaction of the Employer/Contract Administrator and without additional cost to the Employer.

The warranty shall be without prejudice to any other rights, remedies, guarantees or obligations of the Contractor under the Contract or applicable law

Article 28: Dispute Settlement by Litigation.

If no settlement is reached within one hundred and twenty (120) calendar days from the commencement of the amicable dispute settlement procedure, either Party may refer the dispute to:
• The competent Courts of Malta; or
• Arbitration, provided both Parties agree in writing to submit the dispute to Arbitration.
Unless otherwise agreed, the Contract shall be governed by the laws of Malta.

Article 29: Measurement of Works.

Measurement of the Works shall be carried out in accordance with the Contract Documents and the Bill of Quantities.

Measurements shall be undertaken jointly by the Contractor's Representative and the Contracting Authority or its Representative whenever reasonably practicable.

Only work that has been completed in accordance with the Contract and accepted by the Contracting Authority shall be measured for payment.

The Contractor shall provide all reasonable assistance, labour, equipment and records necessary to facilitate the measurement of the Works.

Any disagreement regarding measurements shall be determined in accordance with the procedures set out in the Contract

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
mm^2 means square millimetre
m^2 means square metre
m^3 means cubic metre
kg means kilogram
Ton means tonne (1000 kg)
pcs means pieces
hr means hour
L.s. means Lump sum
km means kilometre
lt means litre
% means per cent
N.d means nominal diameter
m/m means man-month
m/d means man-day

Article 30 : Completing of BOQ

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 execution 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.

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.

Article 31: Additional Clauses

Site Cleanliness;

The Contractor shall keep the Site clean and orderly throughout the execution of the Works and shall remove all waste materials, debris and surplus materials on a regular basis.
Protection of Existing Services

The Contractor shall take all necessary precautions to protect existing utilities, services, buildings and infrastructure. Any damage caused by the Contractor shall be repaired immediately at the Contractor's expense.

Working Hours;

Works shall be carried out during normal working hours unless otherwise approved in writing by the Contracting Authority.

Record Drawings;

Before Final Acceptance, the Contractor shall submit complete as-constructed drawings together with any operation and maintenance manuals required under the Contract.
Compliance with Laws.

The Contractor shall comply with all applicable Maltese legislation, regulations, permits and codes of practice relating to the execution of the Works.

Environmental Protection;

The Contractor shall implement appropriate measures to minimise dust, noise, vibration, pollution and waste generated during the execution of the Works and shall comply with all applicable environmental legislation.

Section 4 –Terms of Reference

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.

4.1 Background Information – Assoċjazzjoni ROTUNDA

Assoċjazzjoni ROTUNDA is a voluntary organisation established within the parish of San Ġwann Battista in Xewkija, Gozo.

The Association's principal aim is to safeguard, preserve, and maintain the historical, architectural, artistic, cultural, and religious heritage associated with the parish. Through its activities, the Association seeks to collaborate with other entities and organisations to promote awareness, appreciation, knowledge, and education regarding this heritage.

In addition, Assoċjazzjoni ROTUNDA actively supports and promotes social, educational, cultural, and religious initiatives for the benefit of the local community and works towards further enhancing religious tourism connected with the parish.

Various voluntary parish groups operate under the patronage and support of Assoċjazzjoni ROTUNDA, including Għaqda Drammatika Xewkija, which contributes to the cultural and community activities organised within the parish.

The building is an active community facility that accommodates parish administration, meetings, and cultural events. The Contractor shall therefore plan and execute the works in a manner that minimises disruption to the normal operations of the Pastoral Centre. Appropriate measures shall be taken to ensure the safety of users, staff, visitors, and workers throughout the duration of the works.

The Contractor shall also ensure the protection of existing structures, finishes, furniture, equipment, and services within the premises. The work area shall be maintained in a clean, orderly, and safe condition at all times, with proper arrangements for access, storage of materials, and disposal of resultant waste.

4.2 Objective

The objective of this contract is to upgrade and refurbish the existing theatre stage at St John's the Baptist Pastoral Centre in Xewkija, Gozo, to restore and enhance its functionality, appearance, and suitability for hosting theatrical performances and community events.

The works aim to improve the overall condition and presentation of the stage through the installation of a new timber stage floor, new curtains, backdrops and screens, as well as the replacement of existing tiles on the concealed side of the stage. The project shall also include the painting of all walls and any associated ancillary works required to ensure a complete and consistent refurbishment of the theatre space.

4.3 Scope of Work;

Scope of the Tender

The scope of this tender is for the execution of refurbishment, modernisation, and finishing works to the existing theatre stage at St John's the Baptist Pastoral Centre, Xewkija, Gozo, with the aim of improving its condition, functionality, and suitability for hosting theatrical performances, shows, and community events.

The works shall include the removal and replacement of the existing stage flooring with a new timber floor, the provision and installation of new curtains, backdrops and screens, the replacement of existing tiles on the concealed side of the stage, and the painting of all walls. The contract shall also include all necessary preparatory works, minor alterations, repairs, finishing works, and associated ancillary works required to deliver a complete and properly refurbished theatre stage.

The Contractor shall be responsible for the supply, delivery, installation, application, and finishing of all materials and components forming part of the works, in accordance with the tender specifications, approved requirements, applicable standards, and good practices. All affected areas shall be properly reinstated, left clean and safe, and finished to a high standard.

The completed works shall provide a modernised, functional, and visually improved stage facility, ready for use in theatrical productions, performances, and other community activities, enabling the Pastoral Centre to resume hosting shows and cultural events for the benefit of the local community.

TECHNICAL SPECIFICATIONS

1. **Main Stage Front Curtain ;**

Scope; To supply and install a Greek model theatre curtain, with a central opening.

The preferred colour shall be within the crimson, deep red, wine red or burgundy colour range.
The final colour shall be determined and approved by the Contracting Authority before manufacture.

A Sample is to be attached to the quote.

All curtain fabrics shall achieve Class 1 classification in accordance with EN 13773:2003 – Textiles and textile products – Burning behaviour – Curtains and drapes – Classification scheme.
The Contractor shall submit independent laboratory test certificates demonstrating compliance with EN 13773 Class 1 for the exact fabric proposed, prior to procurement and installation.

The completed installation shall be subject to approval by the Architect and relevant Fire Safety Authority.

2. **Main Stage Front Valance;**

Scope; To supply and install a valance (decorative fabric piece) at the top of the stage curtain.

The preferred colour shall be within the crimson, deep red, wine red or burgundy colour range.
The final colour shall be determined and approved by the Contracting Authority before manufacture.

All curtain fabrics shall achieve Class 1 classification in accordance with EN 13773:2003 – Textiles and textile products – Burning behaviour – Curtains and drapes – Classification scheme.
The Contractor shall submit independent laboratory test certificates demonstrating compliance with EN 13773 Class 1 for the exact fabric proposed, prior to procurement and installation.

The completed installation shall be subject to approval by the Architect and relevant Fire Safety Authority.

3. **Front Stage Curtain Track System;**

Scope Supply and install a galvanized steel track system for the theatre curtain inclusive of a manual cord opening system.

Minimum lifting load 500 kg.

4. **Valance Tracking System;**

Scope Supply and install a galvanized steel track system for the theatre valance.

5. **Stage Flooring;**

Scope Supply and install timber flooring.

Material Specifications Type:
Solid hardwood or high-density engineered timber suitable for stage performance use.

Joint System:

Precision tongue-and-groove locking system to ensure a tight, even surface with minimal movement or gaps.

Thickness; 3.3cm.

Finish:
Smooth, sanded surface suitable for painting or sealing; final finish as approved by the Client.

Moisture Content:
10–12% (maximum) at the time of installation.

Edge Treatment:

All exposed edges to be finished with suitable trims or skirting as approved.
Installation Requirements

The timber flooring shall be fixed to RSJ steel beams using suitable fasteners and sub-framing members to ensure structural stability and load-bearing performance.

The installation shall allow for thermal and moisture expansion as per standard timber flooring practices.

All joints shall be tightly fitted; no visible gaps or unevenness will be accepted.

Work shall be carried out by qualified carpenters with experience in stage or performance flooring systems.

Quality Assurance and Testing;

All timber materials shall be new, defect-free, and properly seasoned.
Samples of the timber boards and finishes shall be submitted for Client approval prior to installation.
Installed flooring shall be inspected for levelness, alignment, and finish quality before handover.

Measurement and Payment

Measurement shall be based on the net finished area (in square meters) of installed and accepted flooring.

6. Fire Retardant treatment for floor;

The Contractor shall treat all timber stage flooring with a fire-retardant product that complies with relevant national fire safety standards. The treatment shall ensure that the timber achieves a reduced flammability rating suitable for performance and public spaces.

Materials

Fire-Retardant Product;

Commercially approved, non-toxic, water- or solvent-based fire-retardant suitable for interior timber surfaces.
Certification:

All materials must be accompanied by a manufacturer's or supplier's certification confirming compliance with fire-retardancy standards (e.g., Class B or equivalent as per local regulations).

Finish Compatibility;

The product must be compatible with the intended finish of the timber flooring (e.g., varnish, sealant, or paint).

Application Requirements;

Treatment shall be applied on both faces, after installation and sanding of the timber stage flooring.
The application shall follow the manufacturer's instructions for coverage, number of coats, drying times, and safety precautions.
All surfaces, including edges and joints, must be evenly coated to ensure consistent fire-retardant performance.
Areas not intended for treatment (e.g., metal supports) shall be adequately masked or protected.

Quality Assurance and Certification;

The Contractor shall provide written certification from the fire-retardant product manufacturer confirming that the treatment has been applied correctly and that the treated timber meets the required fire safety classification.
The treated floor shall be inspected for even coverage, adherence, and absence of damage prior to handover.

Measurement and Payment;

Measurement shall be based on the net area of timber flooring treated (m^2).
The tendered rate shall include the cost of the fire-retardant product, labour, protective equipment, tools, and any required certification documentation.

7. Painting of Stage Flooring;

The Contractor shall supply and apply paint to all timber stage flooring as previously installed. The painting shall provide a durable, uniform, and aesthetically approved finish suitable for stage use and compatible with fire-retardant treatment .

Materials

Paint Type: High-quality approved interior timber paint suitable for performance flooring. Product type, colour, and finish to be submitted to and approved by the Client prior to application.
Number of Coats: As per manufacturer's paint specifications and technical datasheet, typically two or more coats to achieve full coverage and desired finish.
Primer/Undercoat: If required by paint manufacturer, apply suitable primer or undercoat to ensure adhesion and durability.

Application Requirements;

Timber surface must be clean, dry, and free from dust or contaminants prior to painting.
All edges, corners, and joints must be evenly coated.
Apply paint using appropriate methods (brush, roller, or spray) to achieve a smooth, even finish without runs, drips, or brush marks.
Allow recommended drying time between coats as per manufacturer's instructions.

Quality Assurance;

Finished surface shall be uniform in colour and sheen, free of streaks, bubbles, or defects.
Any paint imperfections must be rectified prior to final acceptance.
The Contractor shall provide technical datasheets of the paint and confirm compatibility with any previously applied fire-retardant treatment.

Measurement and Payment;

Measurement shall be based on the net area of timber flooring painted (m^2).

8. Scenic Backdrops;

Scope; To supply, fabricate, and install three (3) scenic backdrops (top borders), each equipped with a manual rope pulley system for raising and lowering.

9. Stage Leg Curtains;

Scope; To Supply, delivered, and install of ten (10) stage leg curtains complete with rope-operated suspension and supporting hardware.

10. Fabric Black Backdrop;

Scope; To supply and install a backdrop, fabricated from high-quality flame-retardant fabric, mounted on an appropriate track system, and installed to cover the full stage width and height as specified.

11. White Projection Screen;

Scope To Supply, delivered, and install one (1) fixed white backdrop screen, securely mounted to the ceiling structure, to serve as a projection surface for cinema or presentation use.

12. Heavy Duty Tiles;

The Contractor shall supply and install porcelain stoneware floor tiles in locations next to the stage (Back Stage Area).

General Requirements;
Colour: Grey
Grouting grey
Finish: Semi-matt
Size: 600mm x 600mm
Edges: Rectified
Tiles shall be first quality and shall comply with internal quality standards conforming to or Exceeding EN 14411 requirements.

Minimum Technical Performance;

Property	Requirement
Length and width tolerance	±0.3%
Thickness tolerance	±5.0%
Corner straightness	±0.3%
Squareness	±0.2%
Flatness	±0.2%

Water absorption <0.1%
Flexural resistance 46-65 N/mm²
Deep abrasion resistance <147 mm³
Frost resistance EN ISO 10545-12
Chemical resistance EN ISO 10545-13
Breaking load 3000N-13000N depending on thickness

A tile sample shall be submitted with the tender submission.

13. Painting Works:

Scope; painting of Stage walls; Supply and apply two coats of approved paint to the internal walls.
Painting works shall comply with:
BS 6150 – Code of Practice for Painting of Buildings.
BS 8000 Part 12 – Workmanship on Building Sites.
Internal paints shall comply with EN 13300 – Water-borne coating systems for internal walls and ceilings.

Paint products shall comply with applicable EU environmental and performance criteria.
Colours shall be selected by the Architect/Project Manager.
All surfaces shall be properly prepared before painting.
Coats shall be applied evenly and allowed sufficient drying time between applications.

Any scaffold needed is to be included in the rate.

SECTION 5 – SUPPLEMENTARY DOCUMENTATION

LIST AND DESCRIPTION OF TENDER ANNEXES (FORMS ATTACHED AS A SEPARATE DOCUMENT).

The following annexes form an integral part of this tender document. Tenderers are required to complete and submit the relevant annexes together with their tender offer, in accordance with the instructions and requirements stipulated herein.

Annex 1 – Tender Submission Form / Form of Tender

This form shall be completed and signed by the tenderer to formally submit the offer, confirming the total tender price and undertaking to execute the works in accordance with the tender requirements.

Annex 2 – Identification Details of the Tenderer

This annex shall provide the identification and contact details of the economic operator, including its legal name, registered address, company registration number, VAT number and details of its authorised representative.

Annex 3 – Declaration of Acceptance of Tender Conditions

Through this declaration, the tenderer confirms that it has examined and understood the tender documentation and accepts the applicable terms, conditions, specifications and contractual requirements.

Annex 4 – Declaration on Exclusion Grounds

This annex requires the tenderer to declare that it is not subject to any applicable grounds for exclusion from the public procurement procedure, in accordance with the relevant procurement regulations.

Annex 5 – Declaration of Non-Conflict of Interest

The tenderer shall declare that no actual or potential conflict of interest exists which could compromise its participation in the procurement procedure and undertake to disclose any such situation that may arise.

Annex 6 – List of Similar Contracts / Relevant Experience

This annex shall provide details of previous and ongoing contracts of a similar nature, demonstrating the tenderer's relevant experience and capacity to undertake the proposed works successfully.

Annex 7 – List of Key Personnel and CVs

The tenderer shall identify the key personnel proposed for the execution and supervision of the project and provide their relevant qualifications, professional experience, competencies and availability.

Annex 8 – List of Subcontractors and Consortium Members (where applicable)

This annex shall identify any subcontractors or consortium members proposed to participate in the project, indicating their details, respective roles and responsibilities and the nature of the works assigned to them.

Annex 9 – Technical Offer / Technical Compliance Statement

The tenderer shall describe its proposed technical solution and methodology for carrying out the works and demonstrate compliance with the technical specifications, requirements and standards stipulated in the tender documentation.

Annex 10 – Bill of Quantities (BOQ) / Schedule of Prices

This annex shall contain the tenderer's financial offer, including the completed unit rates, quantities and total prices for the various items of work, together with the applicable VAT and overall tender price.

Annex 11 – Sample List

This annex shall identify the samples of materials, products or components submitted by the tenderer, where required, to enable the Contracting Authority to assess their suitability and compliance with the technical specifications.

Annex 12 – Literature List

This annex shall provide an inventory of the technical literature and supporting documentation submitted by the tenderer, including product data sheets, manufacturers' brochures, catalogues, technical specifications, certificates and other relevant product information.

Note;

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

www.etenders.gov.mt

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.

General Rules Governing Tendering for NGOs

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