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1925 NAM PWD 215

PUBLIC WORKS

P.W. File

Registered No. M.W. 215/25	File <i>Treasury</i> <i>Works 329/25</i>	Plan <u> </u> Roll <u> </u> Fol. <u> </u>
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SUBJECT

WORKMEN'S DWELLING HOUSES at Casal Paula.

Tenders for the construction of

From Superintendent of Public Works	To .
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Former Papers

- M.W. 1630/24
- M.W. 96/25
- M.W. 195/25
- M.W. 419/25
- M.W. 196/25
- M.W. 461/25
- M.W. 833/25

OUTER COVER :

From whom Superintendent of Public Works

Place

Date 13th March 1925.

Subject

WORKMEN'S DWELLING HOUSES at Casal Paula.

Tenders for the construction of

Former papers

MINUTES.

Letter to Treasurer dated 13/3/25

hon B.P.W

6. - to your para 2, the
vote will have lapsed by the
time the tenders are considered
what will the fresh
incidence of charge be, please?

(m) for Jn.
16³/₄

measures:

The expenditure will be chargeable
to the S.E for Revokes.
Authority has been asked for
on a separate paper to continue
these works pending the passing
of the Revokes.

Jn.
S.P.W
18³/₄
25.

Hand 17³/₄

M.W. 196 / 25

Hand 24³/₄

No.

M.O. 215^A
25

OFFICE OF PUBLIC WORKS

Valletta, 15th March 1925.

Sir,

I have the honour to forward, herewith, specification and conditions for the erection of a block of Workmen's dwelling houses at Casal Paula.

2. The work, which is estimated at £ 325, is chargeable to Vote 37. A. 51.a. Supplementary Estimate No. 1.

3. I suggest that the term for the presentation of tenders should be 20 days.

4. The time that will be required to report on the tenders received is 7 days.

I have the honour to be,

Sir,

Your obedient servant,

(s) J. Galizia
Superintendent.

The Honourable

The Treasurer.

12. To scrape, point and finish the whole of the plain and ornamental work, both internally and externally and to cut all the chases in the doors and window openings for the fixing up of the woodwork.

13. The water required for this work will be drawn from the tap existing in the place, free of charge.

14. The contractor shall dismiss any person employed on the work who may, in the opinion of the Engineer, be incompetent or misconducts himself.

15. Openings shall not be deducted from the measurements of the walls. The arched openings shall be considered in the measurements as walled up only from the springing of the arch upwards.

16. To provide all tools and plant required for all the described work.

17. The cost of any work necessary for the completion of the building, although not clearly specified, is to be taken as included in the prices tendered for.

18. The contractor shall at the end of every one month be paid an instalment at the rate of three fourths of the work performed as valued by the officer in charge, on the basis of the prices contracted for. The balance shall be paid to the contractor when the whole work will be delivered complete in every respect and finally approved by the Engineer in charge.

19. The contractor shall deposit all surplus material where will be pointed out to him by the Officer in charge and shall leave the site free and clean on completion.

20. The contractor shall up to the time of handing over be held responsible for any damage to the works and for any article of Government property on the spot stolen, lost or destroyed.

21. The whole work must be completed within four months from the date of acceptance of the tender. Should the joists be not at hand two weeks before the time they are to be placed, the loss of time involved shall be deducted from the delay incurred by the contractor, but he shall have no right to claim any compensation for any delay in the supply of the joists.

True copy

Specification for the erection of a block of Workmen's Dwelling houses at Casal Paula.

1. To construct a block of workmen's dwellings in conformity with the plans and drawings exhibited in the Public Works Office, Valletta, and in accordance with further drawings, details and instructions in explanation of the same as may from time to time be given to the Engineer in charge of the work.
2. To lay a damp proof course $1/2$ " (one half inch) thick, in accordance with Article 79 of the Police Laws.
3. To build the walls of the thickness and height as indicated in the drawings with first quality soft stone laid in lime mortar. The horizontal and vertical joints to be $1/2$ " (one half inch) and $1/4$ " (one fourth inch) thick respectively. The filling of the double walls should be made according to law and bond stones shall be made in every course not more than 7' (seven feet) apart from centre to centre and to be not less than 10" (ten inches) thick.
4. The stones forming the jambs of doors, and windows where they occur in 2' (two feet) thick walls shall extend to the whole thickness of the wall in every alternate course. The stone (stretchers) of the double walls shall not be less than 9 inches in thickness)
5. To form all the necessary ventilators where will be directed their shafts to be uniform in section with joints properly pointed during construction.
6. To form all door and window sills and lintels in one stone, if not otherwise ordered by the Engineer in charge.
7. To scrape, clean and paint in three coats of best red lead paint all the iron joists. To put up in position the joists and to repaint them "in situ" in one coat of white lead paint. The joists shall be provided by the Government, on the site. The putting up of the joists will not be paid for separately, but its cost will be included in the price of the roofs.
8. To construct the roofs with soft stone scantlings $3.1/2$ " (three and one half inches) thick and 10" (ten inches) wide when dressed, the ceiling to be flush with the bottom flanges and filled in with stone chippings to the height required for the laying of the pavements (tiling) and the terraces. The roofing stones shall be properly wedged with stone chipping and lime mortar.
9. To construct the terraces in a workmanlike manner and having the necessary gradients with a layer of fine rubbish (psisa and torba) properly watered and rammed down, and to spread and render over this a diffone stratum not less than $3/8$ " (three eights inches) thick.
10. To construct projecting stone balconies as shown in the design. These shall be computed separately under item (h) in the annexed Form of tender.
11. To provide all materials of the best quality. All work and material will be subject to the approval of the Superintendent of Public Works. Discarded materials are to be at once removed. In case of disobedience on the part of the contractor, the Superintendent of Public Works shall have the right to provide suitable materials to replace those disapproved, and to proceed with the execution of the work at the contractor's expense.

FORM OF TENDER.

With reference to the Notice No. _____ published by the Director of Contracts on the _____ of the month of _____ 1925, and in terms of the conditions therein mentioned, I, the undersigned, offer to carry out the above work in conformity with the specification and conditions relating thereto at the prices stated hereunder, within the period of _____ months from the date of the acceptance of the tender.

Description of items.	Approximate quantities.	Rate.	Amount.
a). Double walls 2' thick	sq. c	36.	
b) Single Walls 10" "	" "	11.1/2	
c) " " 9" "	" "	185.	
d) Damp proof course.	sq. ft.	384	
e) Roofing of ground and first floors.	sq. c.	57.	
f) Terraces	" "	28.	
g) Steps	No.	52.	
h) Projecting stone balconies.	each.		

I undertake that this tender shall not be retracted or withdrawn for a period of _____ months from the date of the expiration of the period fixed for the delivery of this tender but shall remain binding and may be accepted by the Government at any time during the said period of _____

.....
 Signature of tenderer.....

 Residence.....

 3d. stamp. Date.

Should the above tender be accepted, I, the undersigned, offer to become surety in solidum for the exact fulfilment of the tender, in conformity with the above mentioned conditions, I further engage to become bound in solidum with the said tenderer for the payment of the penalty set forth in the Notice above referred to.

.....
 Signature of surety.....

 6d. Residence.....
 3d. stamp.

 Date.....

GENERAL CONDITIONS OF CONTRACT for the execution of works in Malta.

1. In these conditions and in any specifications or special conditions annexed hereto:—

(a) the word "Superintendent" shall mean the Superintendent of Public Works.

(b) the word "Treasurer" shall mean the Treasurer and Director of Contracts.

(c) the word "Contractor" shall mean any person or persons whose tender for the work referred to shall be accepted by the Government.

(d) the word "Work" shall also include articles of every description and materials of every kind in every stage of their preparation to be supplied under the contract for the execution of the contract works.

2. The Contractor shall indemnify the Government against all claims at any time on account of patent rights or royalties, whether for manufacture or for use in Malta.

3. The Government shall have power to require reasonable alterations in the work or any of its details; and, if such alterations do not involve extra expense, no payment shall be made in respect of them.

4. The Contractor shall not receive payment beyond the contract sum for any work for which he may consider that payment should be made as an extra, unless such work shall have been ordered as extra work, or unless the Contractor, before commencing such work, shall have claimed in writing that it should be paid for as an extra, and the Superintendent shall have certified in writing that the claim is reasonable and proper.

5. The Superintendent shall have power to order reasonable additions to, or deductions from the work, quantities or weights specified, and such additions or deductions shall be allowed for at the contract rates, or, in the case of payments to be made in a lump sum, at rates to be fixed by the Superintendent.

6. In the event of additions being made, the Government may, if it thinks it necessary, extend the time for delivery for such period as it may consider reasonable and proper.

7. Any work which is not approved by the Superintendent shall at once be replaced by the Contractor, in default of which the Superintendent shall have the right to have such work replaced at the Contractor's expense.

8. Should there be any discrepancy between the contract drawings and the specification, or any inconsistency or omission in either of them, reference shall be made to the Superintendent for an explanation, and the Contractor will be held responsible for any errors that may occur in the work through neglect of this precaution.

9. The Contractor shall deliver the whole of the work, complete in all its parts and furnished with every necessary detail and fitting, notwithstanding any omission or inconsistency in the contract drawings and specification.

10. Before proceeding to execute any work, the Contractor shall obtain the Superintendent's approval of the manner in which the Contractor proposes to execute each portion of the work, and shall furnish such drawings or information as the Superintendent shall require.

11. The Contractor shall take all risk of accident or damage to the work, from whatever cause arising, and shall be responsible for the sufficiency of all means used by him for the fulfilment of the contract, and shall not be relieved from such responsibility by any approval which may have been given by the Superintendent.

12. The materials and fittings of every kind used are to be free from defects and, unless otherwise specified, are to be of the best description of their respective kinds. The workmanship is to be of first class character, and the degree of finish such as the Superintendent shall require.

13. The Superintendent may adopt any means he may think fit to satisfy himself that any materials specified are actually used, and he shall have power throughout the contract, either personally or by deputy, to inspect, without giving previous notice, the entire work or any part thereof at every stage of progress; and whenever the work or any part thereof may be in progress, he shall also have power, subject to the conditions stated in clauses 3, 4 and 5, to amend or alter anything he may think fit, and to reject any parts of the work of which he may disapprove.

14. Should the Contractor anticipate at any time during the execution of the contract that he will be unable to deliver the work within the contract time, he must at once give notice accordingly, in writing, to the Superintendent, explaining the cause of the delay.

15. When any materials to be supplied by the Contractor for the execution of the contract work require to be weighed, the weighing shall be done by a public weigher attached to the Customs Department, at the Contractor's expense, and at such place or places as shall be fixed by the Superintendent.

16. The contract time for delivery shall be the period or periods named in the tender, and shall be reckoned from the date of the acceptance of the tender.

17. If the work is not completed and delivered within the time specified in the contract, the Contractor shall be liable to a penalty of $3/-$ per diem up to the day on which the work is delivered. Provided that the Government may remit such penalty, wholly or in part, if it is satisfied that the delay could not have been avoided.

18. In the event of any difference of opinion arising between the Superintendent and the Contractor, the dispute shall be referred to the Contract Committee, whose decision shall be final and binding.

19. Should the Contractor, from any cause whatever, become unable or fail to carry on the contract with efficiency; or should he not progress with the work in the manner intended by the contract, or not have the work ready for delivery in conformity with the terms of the contract; or should his preparations for commencement and his subsequent rate of progress be so slow, from any cause whatever, that, in the opinion of the Superintendent, he will be unable to complete and deliver the work by the expiration of the specified period; or should he refuse or neglect to comply with the directions given him by the Superintendent or in any other respect act contrary to the terms of the contract, then the Government shall have the power to declare the contract at an end, and the Contractor shall only be paid for such portion of the work as shall have been actually delivered at the date of such declaration, after deduction of any sum leviable under the conditions of the contract. When the work is tendered for in a lump sum, the portion of the work that shall have been actually delivered at the date of such declaration will be valued by the Superintendent, which valuation, after being approved by the Government, shall be final. The Contractor shall, in addition, be liable to pay to the Government, or the Government shall be entitled to further deduct the value of any expense, loss or damage, (including any difference between the contract price of the work to be done under the contract, or of such portion thereof as may not have been delivered at the date of such declaration as aforesaid, and the price which the Government may have to pay for similar work provided in lieu of such portion as may not have been so delivered) which the Government may be put to or sustain by reason of, or in connection with, the Contractor's breach of contract.

20. Should the Contractor abandon the work, he will be liable to pay a penalty of ~~£~~ 40. in addition to any compensation which may be due for damages. The work will be considered to have been abandoned if the Contractor fails to commence it within 10 days from the date of the contract or if he stops work for 10 days without previously obtaining permission from the Superintendent.

21. The Government may, instead of enforcing the penalty fixed in the foregoing clause, cause the work to be carried out by other persons at the Contractor's expense

22. Payment shall be made at the Treasury within a reasonable time after delivery to the satisfaction of the Superintendent. Such payment will be subject to any deductions to which the Contractor may have become liable under the contract.

23. Should the Contractor fail to call at the Treasury for the settlement of his bill within three days after having been called upon in writing to do so, he shall be liable to a penalty of £ 1.

24. It shall not be lawful for the Contractor to transfer or assign the contract, directly or indirectly, or any part, share or interest in it or any amount due by the Government therefor, to any person or persons whomsoever, without the written consent of the Government.

25. Should there be any discrepancy between the General Conditions and any special Conditions or Specifications of any contract, the special conditions or specifications shall be followed in preference to the General Conditions.

26. The Contractor shall surround any excavations which may be made in any public thoroughfare in connection with this contract, with such protection, and shall light the same at night in such a manner and with such lamps, as the Superintendent of Public Works shall direct. The Contractor shall further fulfil all the obligations imposed by Art. 19 of the Police Laws.

