PRELIMINARIES AND GENERAL REQUIREMENTS

Generally

The bidder is obliged to read carefully the instructions and obligations included in the Tender Documents and urged to make himself acquainted the scope, the size and nature of the Works, the conditions that affect labour and materials supply and any other restrictions that may affect the Works.

The bidder must satisfy himself of the size, nature and character of the site and the type of sub-soil. The Contractor must include for in his pricing for excavations in any type of sub-soil including rock and/or other hard sub-soils. No claims for additional payment for rock excavation and/or other hard sub-soils will be accepted by the Employer.

The Contractor is obliged to read carefully every part of Preliminaries and General Obligations and price the bills accordingly.

Project, Parties and Consultants

The name, nature and location of the project are provided hereunder:

Project and Nature of the Works

Conservation Works of the 1919 Building + the kitchen + completion of the Guesthouse; Conservation Works of the Chapel & Agiasma and the External Works at the Monastery of Apostolos Andreas, Rizokarpaso/Dipkarpaz.

The Works comprise the conservation the Chapel & the Agiasma, the 1919 Building + kitchen + guesthouse and some external works linking the buildings as shown in the Bid Drawings in Volume V.

Location of the Works

The Works are located at the Monastery of Apostolos Andreas, Rizokarpaso/Dipkarpaz.

Notwithstanding the preceding general information, the bidder shall be obliged to ascertain for himself the true and exact nature and extent of the Works, which shall be as shown upon the Bid/Contract Drawings, and described in detail or referred to elsewhere in these Bills of Quantities.

Description of Site

Access to and egress from the Site shall be from the main road leading from the village of Rizokarpaso/Dipkarpaz leading to the Monastery of Apostolos Andreas. The Employer, however, shall under no circumstances guarantee this access or continued use of same and the Contractor must consult with the relevant authorities as to access to the Site.

The Contractor is required to consult the local departments and the police in order to ascertain any restrictions or requirements of access to the Site, formation of crossovers, times for unloading, by-laws etc., and to take all such matters into account. The Contractor shall be deemed to have visited the Site and to have made himself thoroughly and completely informed as to the condition of the Site in its present state, the full extent and character of the works to be executed, means of access, the conditions

affecting the supply of labour and materials and of all matters likely to affect his Tender. No claim arising from want of knowledge in such respects will be entertained.

Site Management

The contractor shall prepare a site management plan at the tender stage showing how he will use the site considering that the most parts of the monastery are open to general public.

Unimpeded and safe access to the Church must be provided, maintained and secured from start up to the substantial completion and until instructed otherwise by the Engineer.

Unhindered and safe access to the public toilets must be provided and ensured throughout the project period.

The Contractor shall be entirely responsible for the provision of any signs or directions in the vicinity of the Site that may be considered necessary for the guidance of his personnel, sub- contractors, suppliers and the like and for obtaining all necessary permissions where these may be required. The Employer shall not be held responsible for any claims whatsoever that may arise in respect of the Contractor's failure to comply with the above.

The extent of the Works is as indicated on the Drawings, and the Contractor shall not use the Site for any purpose other than that of the carrying out of the Works.

The Contractor shall arrange the works in such a way that works in areas can go concurrently.

Drawings and other Documents

The Drawings and any documentation which are issued as part of the Bid Documents (and which will subsequently form part of the Contract Documents), and which were used in the preparation of the Bills of Quantities are listed in these documents.

The bidder shall be deemed to have studied all Drawings and other Bid Documents as aforesaid, prior to his pricing these Bills of Quantities and the submission of this Bid.

The bidder is to read carefully the contents of all Bid Documents; no claim will be entertained on the grounds of want of knowledge or for any misunderstanding of their import. It is the bidder's responsibility to ensure that all the information stipulated or any further information that he may require is in his possession, so that an accurate Bid can be submitted. Any claims for lack of information will not be entertained.

The Bills of Quantities have generally been prepared in accordance with the Rules of Measurement, 1st Edition (May 2004) prepared by Christophorides Makris & Partners Ltd. The Bidder is strongly advised to acquaint himself with the method of measuring the quantities and to those items which are deemed to be included. No claim for want of knowledge or misunderstandings will be entertained.

Unilateral alterations or amendments to the printed text contained in these Bills of Quantities will not be recognised. No alteration shall be made by the bidders in the text and/or quantities of Bills of Quantities for the purposes of bidding unless previously authorized in writing by the Employer. During the bid period, clarifications and/or alterations will be confirmed only by addendums issued by the Employer which will then form part of the Contract Documents.

The descriptions in the Bills of Quantities compliment the Drawings and the Specifications and vice-versa. Particular Technical Specifications will overrule the General Technical Specifications.

If any items in the Bills of Quantities is left unpriced, then the value of such work shall be deemed to be embodied within the pricing of other items.

All items in the Bills of Quantities must be individually priced and not priced by way of unallocated lump sums.

The successful bidder shall be responsible for ascertaining from the drawings and construction details all information necessary for the ordering of materials and shall not use the Bills of Quantities as the basis for the purpose of ordering materials and/or equipment.

All quantities in the Bills of Quantities have been measured net and no waste or laps have been allowed. The Bidder must include in the prices of his bid for all waste and laps. All quantities have been rounded off to the nearest unit.

All the unit prices in the Bid must include for all labour, materials, tolls, instruments, machinery & equipment, methods and methodologies to be implemented, all health & safety measures and precautions, necessary for the executions of the Works and for all materials' waste, laps, Bid preparation costs, for Contractor's profit and general overheads and generally for all costs necessary for the proper execution and completion of the Works. No claims in this respect for failure to include any of the above will be entertained by the Employer.

The descriptions of materials and workmanship in the Bills of Quantities are not necessarily complete and should be read together with the contents of the Specifications and Drawings.

Where in a description, reference is made to a proprietary article, trade name, manufacturer or supplier, it shall be deemed to include in every case the words "or other equal and approved" or "or other approved firm" as may be appropriate.

Where in a description the name of a manufacturer of a material is stated, it shall be the responsibility of the Contractor to apply, fix, install or otherwise use the material, entirely in accordance with the manufacturer's instructions relative to the material.

The following definitions to terms and abbreviations are applicable to all Bid Documents:

In Writing: When required to inform, instruct, agree, and confirm, obtain approval or obtain instruction the Contractor shall do so in writing.

Instructions: (and words derived therefrom) means the instruction in writing of the Engineer unless specified otherwise.

Approval: (and words derived therefrom) means the approval in writing of the Engineer unless specified otherwise.

Particular Technical Specifications: All references in these Documents to "Particular Technical Specifications" shall be read and construed to mean the Particular Technical Specifications incorporated within the Bid Documents and as supplemented by descriptions in the Bills of Quantities.

BS: The abbreviation "BS" shall mean the relevant British Standard Specification published by the British Standards Institution and current at the date of Bid.

BSCP: The abbreviation "BSCP" shall mean the relevant British Standard Code of Practice published by the British Standards Institution and current at the date of Bid.

CYP: The abbreviation "CYP" shall mean the relevant "Cyprus Standard" published by the Cyprus Organisation for Standards and Control of Quality and current at the date of Bid.

TS: The abbreviation "TS" shall mean the relevant "Turkish Standard" published by the Turkish Standards Institute and current at the date of Bid.

Manufacturer: Specific manufacturer's components and reference to materials are only included to represent the quality and performance required.

Where 'Manufacturer and Reference' are used in this combination:-

'Manufacturer' means the firm under whose name the particular product is marketed;

'Reference' means the proprietary brand name and/or reference by which the particular product is identified

Manufacturer's Recommendations: Means the manufacturer's latest published recommendations or instructions.

Or Other Approved and or Equivalent: Means products of different manufacturer may be substituted if prior approval has been obtained, but the Engineer reserves the right to insist on the named product(s). The rates or prices will be held to be based on the product(s) specified unless agreed otherwise.

Proprietary Names: The phrase 'or other approved' is to be deemed included whenever products are specified by proprietary name.

Sizes: Unless otherwise stated, products are specified by their coordinating sizes.

Fix Only: The term 'fix only' shall be deemed to include for taking delivery of on site or such other designated storage area, unloading, unpacking, sorting, replacement of short landed or damaged goods and preparing insurance claims for materials and goods missing or damaged in transit, storing, protecting, taking from store, hoisting, distributing, assembling, fitting and fixing and in the manner prescribed or specified, testing as instructed or specified, returning packing material carriage paid and obtaining credits therefore.

Supply Only: The term 'supply only' shall include for delivery of goods to the site or other designated storage area, unloading, unpacking sorting and checking.

General Attendance: General attendance shall include the following:

General co-ordination and integration of all nominated Sub-Contract works into the general programme.

Entering into an agreement with the nominated sub- Contractor based on the Conditions laid down in the Conditions of Contract.

Ascertaining full details of any Builder's work in connection with the Sub-Contract Works and arranging for such work to be executed at the proper time.

Unloading and storing nominated subcontractor's materials at such times as the nominated subcontractor's men are not required to be working on the site.

Allowing use of all temporary means of access already fixed or placed in position on the site for men and materials.

Allowing use of all temporary lighting, power for testing and/or commissioning purposed (if required), water supplies.

Clearing away rubbish.

Allowing use of mess-rooms, sanitary accommodation and welfare facilities.

Special Attendance: Special Attendance shall include the following:

Unloading, storing and hoisting which shall include for unloading all plant and materials, placing in suitable protected stores, hoisting or lowering to respective floor levels and depositing; in addition, "distributing" which shall mean moving plant and materials to positions convenient to the nominates Sub-Contractor for executing his work.

"Special Scaffolding" which is wherever a nominated Sub-Contractor may require scaffolding for their work. The Contractor shall decide when pricing the item of Special Attendance whether scaffolding or its equivalent required by each nominated Sub-Contractor is additional to scaffolding required for the erection of other work.

The Contractor shall allow in the item of Special Attendance for the provision of Special Scaffolding for the nominated Sub-Contractor as required, due consideration being given to the period of the contract when the nominated Sub-Contractor's work will be carried out.

Builder's Work: Builder's work comprises forming or cutting holes, chases, mortises, sinking or the like in any material encountered, cutting, lifting and replacing chequer plates, ducts, floorboards, and the like and for all making good including plastering back where necessary.

Dayworks: Where the pricing of variations cannot be done in compliance with Contract Clause 48, work in connection therewith may be instructed to be priced on a "daywork basis", in which case the rates entered by the Contractor in the daywork section of these Bills of Quantities shall be used to ascertain the value of such work. The following provisions should be considered when pricing the aforesaid rates.

The Dayworks sheets shall be numbered and shall fully describe the instruction to which they refer and shall be summarized and submitted to the Engineer for verification, not later than the end of the week following that in which the work has been executed. The Contractor shall arrange for signed copies of the daywork sheets to be returned to him by the Engineer. A signed copy of the daywork sheets should then by fully priced out and sent to the Engineer, and copied to the Quantity Surveyor, within one month of the work being so executed.

Except in case of prior agreement any decision with regards to payment on a "daywork basis" for any variation shall be made by the Engineer.

The cost of materials used in daywork shall be charged at invoice cost. All invoices are to be made available to the Engineer and copied to the Quantity Surveyor, at the time the relevant daywork sheets are submitted to him. All cash discounts shall be passed over to the Employer. The percentage addition as inserted by the Contractor in the Dayworks section shall be applied on the net value of the aforesaid invoices.

Attendance labour on mechanical plant and labour erecting and dismantling other plant will be paid for as "labour".

Where Plant is employed on Daywork the Contractor shall be reimbursed for the use of mechanical operated plant and transport for the time engaged in Daywork at the rates contained in the Plant Schedule. These rates include for Contractor establishment charges, overheads and profit. Mechanical Plant not included in the Schedule will be paid for at rate analogous to the Schedule.

Standing and breakdown time will be deemed to be included in the rates.

Plant that is working inefficiently due to mechanical defect or deficiency shall be paid at rates pro-rate to the rated capacity of the plant.

Labour involved in servicing and maintenance of plant shall be deemed to be included in the rates for plant.

Performance Bank Guarantee

The Contractor shall furnish the Employer with a Performance Bank Guarantee issued by an accredited bank for the proper execution of the Works which must be valid up to 30 days after the issue of the Certificate of Final Completion by the Engineer. The Contractor shall pay for all costs related to the issue of the Performance Guarantee and its increase and extension whatsoever reason,

<u>Insurances</u>

Insurances must be provided in accordance with the stipulations listed in the clauses 21, 22, 23 and 24 of the General Conditions of Contract. The Contractor shall pay for all costs related to the issue of the Performance Guarantee and its increase and extension whatsoever reason,

CONTRACT

Form, type and conditions of contract please refer to Section 9 of the ITB.

The Contractor is referred hereunder to the Clauses in the General Conditions of Contract for Civil Works of the United Nations Development Programme (UNDP).

Obligations and Restrictions imposed by the Employer

The Employer reserves the right to reject, without assigning any reasons, the employment by the Contractor of any Sub-Contractor or supplier for any materials, tools and in such a case the Contractor shall be bound to observe the wishes of the Employer. In all cases, all submissions must be in line with the submission forms and all sub-Contractor and suppliers must be listed.

CONTRACTOR'S OBLIGATIONS

The Contractor shall provide competent personnel and adequately and properly experienced operatives for all stages of the works and suitably qualified representatives to undertake quality control, testing and similar duties to ensure a high and professional standard of management supervision and workmanship throughout the project.

The Contractor shall appoint the following management and site supervision personnel for the works as designated below:

- A Contractor's Representative dealing with the Engineer and the Employer
- An Architect, full time on the site
- A Civil Engineer, full time on the site
- A Conservator, part time on the site
- An Archaeologist during any type of excavations over 50cm, as and when required
- An Environmental Engineer during the asbestos removal/disposal procedures
- A Health & Safety Officer (part-time); as and when required but at least 2 times a month

The above personnel must be experienced in the type of works which are the subject of the Contract and shall be subject to the Engineer's approval. The above personnel shall not be changed by the Contractor without the approval of the Engineer.

The Contractor shall be obliged to employ an adequate number of experienced and competent foremen as they shall be deemed necessary for the due organisation and supervision of each trade of the Works. The particulars of any such proposed foremen shall be sent out by the Contractor to the Engineer for his approval.

The Contractor shall be obliged to coordinate the proper execution of all work carried out on Site and arrange for all sub-Contractor and other persons engaged on Site as to the time of commencement to of their work or delivery of their materials thereon and liaise with them so as to ensure integration of all their work and delivery of materials into the general programme for the due execution of the Works.

The Contractor shall be obliged to obtain directly from and agree with all Sub-Contractor and other persons engaged on site, the positions and dimensions of all bases, supports, holes and chases to be formed or left in floors, roofs and walls. Always provided that the Contractor shall accept full responsibility for all positions agreed and details given as aforesaid and for all costs which may arise from cutting away work already build due to his failure to obtain and agree in due time the said particulars.

Within the time limit specified in the Contract, the Contractor shall prepare and submit for the Engineer's consent, a fully analysed and detailed programme for the execution of the Works. The Contractor, in preparation of the said programme, shall be held to have co-coordinated the whole of the Works, including all sub-Contractor and other persons engaged on site and to have taken into account all matters related to the progress in the execution of the Works as they shall be deemed to arise subject to the requirements of the Contract. The Contractor shall be obliged to alter the said programme and resubmit the same for consent, whenever in the opinion of the Engineer such alteration is necessitated due to any deviation, for any reason, from the original programme for the execution of the Works. The Contractor shall be obliged to provide copies of such programmes to the Engineer and the Quantity Surveyor.

Notwithstanding his obligation to prepare and submit programmes and production details the Contractor shall continue to apply for information in writing and to give all notices in accordance with the Conditions of the Contract.

Notwithstanding any consent granted by the Engineer for any of the Contractor's programmes for the execution of the Works the Contractor shall accept full responsibility with regard to the applicability of and any other matter arising from such programmes.

Progress meetings shall be held at every two weeks at the site. The Engineer who shall chair and minute the same and circulate copies of the minutes to all parties concerned. Such meetings shall be attended by the technical advisers of the Engineer, consultants, the Contractor and if asked by the Engineer, sub-contractor/s. Other Persons or Authorities shall not be represented without the prior agreement of the Engineer.

Materials, Plant and Temporary Works

The provision of all materials, plant, and scaffolding and temporary work necessary for the proper completion of the Works shall be deemed to be the entire responsibility of the Contractor. Materials required to be incorporated in the Works shall not be used in the temporary works nor for another purpose whatsoever and only new materials and goods of the best quality available shall be used in the Works.

Temporary works shall include all requirements necessary to enable construction of the permanent works to be undertaken.

All materials and plant shall be ordered and arranged to suit the orderly progress of the Works and particular attention shall be given to items involving long delivery periods.

If during the course of the Contract certain materials required for use in the Works should be unobtainable despite the best efforts of the Contractor, then the Contractor may offer for the consent of the Engineer substitute materials.

These substitute materials, although not complying fully with the Specifications, must nevertheless be suitable and appropriate for use in the Works. Acceptance or refusal of such substitute materials shall be at the sole discretion of the Engineer.

In the event of acceptance of the substitute materials a suitable price reduction shall be made in respect of decrease in quality or value but no price addition shall be made in respect of increase in quantity or value. In the event of refusal of the substitute materials the Contractor shall not be relieved of any of his obligations under the Contract and shall be solely liable for any delay or loss occasioned by his failure to provide materials as specified.

Materials shall be handled and used strictly in accordance with the manufacturer's instructions and any items damaged or incorrectly used or fixed shall be replaced at the Contractor's expense.

The Contractor shall allow for bringing to, maintaining on, and removing from Site all plant required for the Works.

Samples

Samples of all work to be executed on Site and the materials to be used shall be provided for the approval of the Engineer, all at the expense of the Contractor and samples shall be resubmitted where the Engineer rejects the initial samples. All materials and workmanship thereafter shall conform fully with the approved samples which shall be retained on site for inspection and comparison purposes.

In all cases where this is available, the Contractor shall supply the Engineer with two copies of specifications and brochures of materials to be used and the installation and fixing methods to be adopted and the Contractor shall adhere to these printed recommendations at all times.

The Contractor shall ensure that manufacturers of goods and materials provide their standard guarantee for work under all sections of the specifications. However such guarantee shall be in addition to and not in lieu of all other responsibilities and liabilities of the Contractor.

Giving of Notice - Approval Time

The Contractor shall give at least seven (7) working days' notice to the Engineer regarding any test or sample of materials or workmanship or any section of work, where interim approval is required, which is or will be ready for inspection and unless the Engineer advises to the contrary, the latter shall attend the site within seven days of the notice or on an agreed date to inspect the sample of work etc. as applicable. All samples and tests etc. shall be submitted/completed in time to maintain programme dates and no consideration shall be given to the Contractor for failure to comply with this requirement nor to delay which may arise from rejection of any work, test or sample and the further time involved in resubmitting samples or re-executing work.

Testing and Inspection

All materials and work shall be tested as required and as directed by the Engineer. Generally all materials and concrete samples will be tested at places approved or nominated by the Engineer and the Contractor shall pay all costs in connection therewith. The Contractor shall allow for all necessary labour, containers, wrapping and labelling in connection with any samples for testing and for transporting them as required.

The Contractor shall provide all facilities, as necessary, for the taking of samples and for the submission of test certificates in duplicate which shall be forwarded direct to the Engineer from the testing place.

The Engineer shall inspect and approve all work before it is covered up and any work covered up before approval is given shall be opened up for inspection at the Contractor's expense where this is instructed by the Engineer. The Contractor shall give due notice to the Engineer when work is or will be ready for inspection and work considered to be defective or which is rejected shall be repaired or replaced as directed by the Engineer.

Shipment and Landing Charges, Customs Clearance, Duties, etc.

Contractors shall acquaint themselves with applicable regimes of importing and transporting goods, equipment and materials to the project site in accordance with Green Line Regulations. <u>The Employer is not obliged to facilitate such deliveries.</u>

Dimensions and Levels

The Contractor shall notify the Engineer of any discrepancy, error or omission in dimensions, levels, etc. supplied to the Contractor.

Checking Dimensions

The Contractor shall check the whole of the dimensions on site and if any discrepancy is found between the drawings and conditions on site he shall notify the Engineer immediately and request instructions.

Survey Instruments

The Contractor shall keep available for use by the Engineer and his staff, all necessary survey instruments, steel tapes and other equipment which the Engineer may require for checking the setting out and marking of the Works. The survey instruments shall remain the property of the Contractor.

Information Required for Approval Schedules

The Contractor will be required to produce and submit to the Engineer for approval a schedule or programme indicating the dates by when information is required, anticipated delivery periods of materials and plant, the dates by when Engineer's consents are required and dates for any other items originating from the Engineer. In producing this document, due allowance must be made for the production and submission to the Engineer of samples, test pieces, drawings or any other matter required before consent of these items can be given. All requests for information must be related to the Contractor's master programme and not prematurely requested.

The Engineer will require a minimum of seven (7) working days to approve any matter and this period of time shall be allowed for in programming the works.

The schedule or programme shall be updated on a monthly basis to take account of all factors which will affect the critical path of the Contractor's programme. Copies of all revisions shall be submitted to the Engineer free of charge.

It is the Contractor's responsibility to adequately programme the Works, request any information and allow for all necessary approval times as no claim for delay due to lack of programming will be entertained.

<u>Site Labour</u>

The Contractor shall employ an adequate supply of competent labour to suit the size and diversity of the Works and shall increase the workforce if necessary to maintain the Works in accordance with the programme or to recover lost time. The work force will be required to conduct itself in a sensible and well behaved manner at all times whilst on site and any workmen misbehaving, acting in an unsafe manner or having a disruptive influence on the Site shall be liable for dismissal at the request of the Engineer. Any such person shall not again be employed on the Works without the permission of the Engineer.

All labour shall undertake Works in which it is trained, qualified or experienced and all aspects of the Works shall be carried out by personnel with expertise in the crafts and skills necessary to ensure the finished Works are of a high standard of quality and workmanship. Should the Contractor not permanently employ workmen having a particular skill then for the purposes of this Contract he shall engage the personnel necessary but notwithstanding this requirement the work is still subject to the approval of the Engineer and any works considered to be substandard will be rejected.

The Contractor shall import labour from other districts if the labour supply on the site is, or becomes, insufficient for the proper execution of the Works. All additional costs, including higher rates of wages, lodging, travelling and subsistence expenses and allowances, travelling time, etc., shall be deemed to be included in the Bid.

Employment of illegal aliens will be strictly prohibited. Valid work permits should be kept on site and may be checked by the Engineer from time to time.

Holidays for Workpeople

The Contractor shall allow for all costs and expenses in connection with Holidays with Pay and Public Holiday Schemes.

Transport for Workpeople

The Contractor shall allow for all costs and expense incurred in connection with transport for workpeople to and from the Site.

Electricity for the Works

The Contractor shall be entirely responsible for arranging and providing electricity for the temporary facilities that he will establish for his operations, the site of the works and for the Engineer's site office. Costs of establishing and usage of electricity shall be borne by the Contractor.

The Contractor shall allow for providing electric current and temporary services and fittings for artificial lighting and power as required for the execution of the Works and the sub-Contractor, pay all charges in connection and comply with all regulations concerning its use. The Contractor shall transform the voltage if necessary for the safety of the workpeople and shall take adequate precautions to ensure economy in the use of electricity. Temporary lighting shall achieve lux levels suitable to allow finishing work to proceed.

Water for the Works

The Contractor shall be entirely responsible for arranging and providing water for the temporary facilities that he will establish for his operations, the site of the works and for the Engineer's site office.

The Contractor shall allow for providing clean, fresh water for the use of the Works, including the works to be carried out by sub-Contractor and pay all charges in connection. The Contractor with the permission of the Employer can use water for the Works from the existing borehole of the monastery. In such case, the Contractor shall pay for all costs involved, shall maintain the pump during the Works and shall be responsible for its replacement in case of failure.

Temporary Facilities of the Contractor

The Contractor shall have to arrange for his site facilities within the monastery boundaries.

The facilities shall compose of an office, personnel resting/eating room, sufficient quantity of sanitary units (toilets/washbasins) and storage for materials/equipment, etc. The cost of these shall be included in the bid but breakdown must be provided in terms of installation costs and monthly running/maintenance costs.

Sleeping in and on the site facilities shall not be allowed.

Temporary Roads and Paths etc.

The Contractor shall provide, maintain and remove any temporary roads, crossings, light – gauge tracks and hard standings over the whole of the site as necessary for the proper execution of the Works and for the use of all sub-contractors.

The contractor shall have only one access to the sites through a controlled access with locks and gates. These must be kept closed at all times.

<u>Sign Boards</u>

The Contractor shall provide 2 signboard of dimensions $1.50m \times 1.20m$ to a design to be provided by the engineer stating the name and details of the project, etc. The signboard shall be erected in a clearly visible position. The Contractor shall allow for all costs for the erection, relocation, maintenance and removal of the signboard and all signs therein.

Scaffolding

The Contractor shall allow in his pricing for providing, erecting, maintaining and removing all temporary scaffolding, both internal and external, required for the proper execution of the Works and strictly in accordance with the Health & Safety Plan. The scaffolding shall conform to the relevant requirements and regulations. The Contractor shall adapt as necessary and dismantle on completion.

The Contractor shall allow nominated sub-Contractor and/or others engaged upon or in connection with the Works free use of any standing scaffolding he may have provided for his own use.

Engineer's Site Office

An existing office block will be used as the Engineer's Site Office. All furnishings and equipment in the building will be used. The site office of the Engineer must be ready and operational within the mobilization period, with water and electricity services connected.

The contractor shall supply an IPAD tablet or equivalent of the latest version in the market with data sim card of at least 4Mbps. At the end of the contract this will be returned to the Contractor.

Consumables and Maintenance

The contractor shall supply consumables and maintain the site office of the Engineer until the contractor is disengaged from the site. The Engineer site office shall be cleaned every day.

Consumables are stationery, water, coffee, tea, etc. Consumable must be checked and provided every week.

The Contractor shall allow for the maintenance, cleaning, repair all running costs associated with and removal on completion of the Works. All repairs and making good of the offices shall be made to the approval of the Engineer.

Internet Telephony

The Contractor shall allow for the installation of internet telephony by any means in the Engineer's office for at least 4MB. It should be distributed in the Engineer's office through WI-FI. The Contractor is to pay for the connection and the monthly usage charges.

Additionally, one analogue telephone with two sim-cards must be provided. This telephone is to be made available to the Engineer and his representative at all times and the Contractor is to pay for all calls and charges in connection therewith. These simcards must be closed to international calls.

The cost of these shall be included in the bid but breakdown must be provided in terms of installation costs and monthly running/maintenance costs.

Protection of the Public and Safeguarding the Works

The Contractor shall be responsible for the protection of the public and for safeguarding the works. The Contractor shall provide all watching, safety lighting, temporary fencing, hoarding, fans, planked footways, including public pedestrian walkways with all necessary lighting, signs and permissions, guard rails, gantries and the like as may be necessary for protecting the public and for safeguarding the Works, materials and plant against damage and theft and for keeping unauthorized persons off the Site.

The Contractor shall include for all such work and for the cost of replacement or reinstatement due to loss or damage or to theft caused by unauthorized intrusion. All permanent and temporary items required for the Works shall be kept on or within the boundaries of the Site. Any advertising rights will be reserved to the Employer.

The Contractor shall alter and adapt temporary fencing / hoarding in accordance with the requirements of the Works and as aforesaid. The site boundaries and the location of the fencing are shown on the general layout plan drawing.

The Contractor shall make all necessary arrangements to allow safe access for the public to the Main Church Complex and shall be responsible for maintaining, adapting when necessary.

Protection of Work

The Contractor shall cover up and protect the Works and any part therefore against the weather and against damage by his own or other workmen performing subsequent operations until the Certificate of Substantial Completion is issued. Parts of the work which suffer damage in any way shall be replaced at the Contractor's expense.

Removal of existing movable items

The Contractor shall allow for the removal, packing, storage of all movable items from the Chapel, the 1919 building and other spaces that may be affected to a designated place in the monastery.

Site Security

The Contractor shall take all precautions as necessary to maintain the security of the premises, to protect them from unauthorised entry at all times and the safeguard the Works, materials, goods and plant against damage, theft, vandalism, etc.

Any damage due thefts, vandalism etc., shall be rectified by the Contractor at his own cost and no delays to the contract period arising from such thefts, vandalism, etc., will be entertained the Contractor shall install on site all necessary warning and direction signs to the approval of the Engineer.

Ground and Surface Water

The Contractor shall allow for keeping all excavations and the Works generally free from ground and surface water by dewatering dredging or any method necessary for the entire period of construction of the Works.

Protect Existing Boundaries

The Contractor shall allow for protecting the boundaries to the perimeter of the Site by whatever means he deems necessary until the Certificate of Substantial Completion is issued. Any damage to the boundaries shall be rectified at the Contractor's expense to the satisfaction of the Engineer including replacing damaged boundaries where necessary.

Protect Existing Trees

The Contractor shall allow for protecting all trees and shrubs to the Site by whatever means he deems necessary until the Certificate of Substantial Completion is issued. Any damage to any of the aforementioned trees and shrubs shall be rectified at the Contractor's expense to the satisfaction of the Engineer, including replacing damaged trees and shrubs where necessary.

Protect Existing Public Services

The Contractor shall ensure that all existing "live" services which cross or over sail the Site are protected for the duration of the Works to the satisfaction of the Local and Statutory Authorities and shall be responsible for rectifying and damage which may occur to the service as a result of the Works.

Underground Services and Structures

The Contractor shall allow for notifying all Statutory Undertakings of the proposed works before commencing activities on of site.

The Contractor shall ascertain all information concerning services and structures on, under or adjoining the Site whether dead or alive and for working around them and/or protecting them. No claim will be entertained where the Contractor cuts or damage services, etc., and the whole cost of reinstatement and other associated work shall be borne by the Contractor.

Maintenance of Public and Private Roads, etc.

The Contractor shall allow for all costs in connection with the Contractor's liabilities with regard to the maintenance and making good of any incidental damage to public and private roads and public utility services and allow for keeping crossovers and adjacent pavements free from mud, dirt and debris. In this respect, the Contractor is to ensure that the wheels or tracks of vehicles passing from the Site are clear of mud or debris before entering onto any public road.

Subject to the approval of the local authority where deposits of mud, debris or dust are unavoidable, warning signs are to be exhibited where work is in progress and all public road affected are to be cleared as soon as possible.

Traffic Regulations

The Contractor shall allow for all costs in complying with traffic regulations. The Contractor shall be deemed to have made enquiries and obtained details of all traffic regulations likely to affect the Works.

Avoidance of Nuisance/Control of Pollution

The Contractor will be responsible for complying with all aspects of the provisions of controlling pollution.

The Contractor shall not do or permit anything which shall cause any unlawful pollution, nuisance or disturbance to the occupiers or adjacent premises or the public and shall save and indemnify the Employer from and against all claims for damage or nuisance or disturbance during the course of the development.

The Contractor must ensure that he does not commit any nuisance by reasons of excessive noise, smoke, smell or cause pollution and in particular he shall take the best practicable means of preventing or reducing noise including the use of effective silencers on all plant and equipment and the use of a purpose made muffler on any pneumatic or other breaker or drill.

If, in the opinion of the Engineer, complaints arise as a result of the Contractor ignoring these clauses or not having proper regard for the adjoining occupiers then the costs arising from complying with any ensuing restrictions or requirements shall be borne by the Contractor.

The Contractor shall ascertain the restrictions on his work operations and shall make due allowance for same within his programme and prices accordingly.

Confinement of Employees to Site

The Contractor shall be held responsible for keeping all persons, including those employed by the subcontractors, suppliers and haulers, under his control within the site boundaries. The term site, for the purposes of this clause, shall mean the area made available to the Contractor for carrying out the Works at any particular point in time.

Trespass and Damage to Adjoining Properties

The Contractor shall prevent any trespass on to adjoining properties. The parking of Contractor's vehicles must be made to the spaces north of the public road where the unused/derelict buildings are located.

The Contractor will be responsible for agreeing all work conditions with the adjoining occupiers and for taking record photographs and for subsequently making good any damage to the satisfaction of the adjoining occupiers.

The Contractor shall be held solely responsible for any damage caused to any existing adjacent building, service road and footpaths and to prevent rubbish, materials, etc., collecting thereon and shall make good any damage Engineers caused at his own expense.

Defective Work

The Contractor shall replace at his own expense all defective materials or remedy at his own expense all defective workmanship upon instructions from the Engineer in a diligent manner to the entire satisfaction of the Engineer.

Quality of Materials and Workmanship

All goods, materials and workmanship shall be of the best quality and suitable for the particular situations in which they are to be employed. All workmanship must conform to the Standard Codes of Practice where such exist or where applicable to the rules and standards of Specialist Trades as published for use in the particular trade concerned or with good building practice where no written and accepted rules are available. All goods and materials shall be fixed in accordance with the manufacturer's instructions and the Contractor shall inform the Engineer if these conflict with any other requirements or instructions.

All goods, materials and workmanship not complying with this clause shall be condemned by the Engineer and must forthwith be removed from the Works.

Where and to the extent that materials, products and workmanship are not fully specified, these shall be considered as the most suitable for the purpose of the Works stated in/or reasonably be inferred from the Contract Documents and in accordance with good building practice.

Should the Contractor be unable to obtain materials in metric sizes stated, equivalent basic imperial sizes are to be used in lieu. No additional costs will be accepted in respect of this clause.

Samples of materials to be used shall be submitted by the Contractor as and when instructed by the Engineer. Approved samples will be selected there from and they shall be retained on the site to be used as examples for the Works and cleared away when no longer required for that purpose.

Drying out, cleaning and testing of the Works

The Contractor shall clean the works on completion. Cleaning shall be deemed to include cleaning or scrubbing floors by appropriate means washing paving's, polishing glass inside and out, touching up painting, cleaning sanitary fittings, flashing drains and manholes, cleaning gutters and down pipes. The whole of the premises shall be left clean, satisfactory, watertight, free form damp in every part and ready for occupation.

The Contractor shall provide, maintain, operate and remove temporary equipment to contract the humidity and to dry the Works. The cost of providing the equipment, fuel and attendance shall be met by the Contractor and shall be deemed to be included in the Contract Price. Any part of the Works which fails in any way due to inadequate or inappropriate methods of drying shall be repaired as instructed without any cost addition to the Contract Price.

The Contractor must include in this Bid for all costs related to the drying out, cleaning and testing of the Works during and at completion of the construction.

Pre-construction survey

After the removal of all existing movable items in the church, the Contractor shall proceed with a preconstruction survey in accordance and sketch, photo document the existing situation. All costs related to the pre-construction survey shall be borne by the Contractor.

<u>Workplan</u>

The Contractor shall submit a detailed workplan within 14 days of contract signature.

The workplan must show the details of mobilisation and specific works at the Chapel, the 1919 building + kitchen + guesthouse and external works.

The workplan must be made in such a way that all the works are to be completed in 12 calendar months from the date of site possession and should not preclude one another.

Fencing part of the works must be carried out as one of the first activities after the commencement of the works.

Safety, Health and Welfare

The Contractor shall make adequate provisions for the safety, health and welfare of all workpeople on the site whether or not employed by the Contractor and of all persons visiting the site in whatsoever capacity in accordance with all statutory regulations in force. The Contractor shall provide safety helmets, protective clothing and rubber boots for the use of the workpeople, the Engineer, site supervising staff and other consultants when visiting the site. The Contractor shall ensure that safe access routes are available at all times about the Works for inspections to be carried out by the Engineer, site supervising staff and consultants.

The Contractor's attention is drawn to the legislation of Health and Safety at Work and his obligations arising out of it. The Contractor shall prepare and submit a Health and Safety plan in accordance with the legislation and regulations and appoint a Health and Safety expert during the whole course of the Works, to supervise its proper implementation.

As-Built Drawings

The Contractor is responsible to compile detailed as-built drawings in the latest version of AUTOCAD for all the activities and have these as- built drawings signed by his site supervision team.

2 hard copies and 2 electronic versions shall be submitted.

Filming

The Contractor is responsible for employing professional personnel for filming all stages of work.

An initial filming (before commencement) is considered essential, along with several filming / videoing during restoration work and of course a final one after the completion. The work must be carried out in close collaboration with the Engineer who will point out key points of the project stages and important interventions worthy to film.

It is estimated that a total filming duration of 40 hours is needed. Filming must be in a digital form and submitted at stages, subject to Engineer's decision.

The editing of the film must be made to 15 minutes. Both to be submitted to the Engineer.

The Contractor must allow in his pricing for all filming related costs.

Communication and Timelines

Communications, whether technical, administrative and other nature between the Engineer and the Contractor Representative shall be in written signed format.

These communications shall be submitted for registration at the Engineer's site office and contractor's site office respectively

Response timelines to the communications shall be as follows:

-	Regular communications	- in 7 days
-	Materials approvals	- in 7 days
-	Method statements	- in 7 days
-	Modifications (no cost and no time implications)	- in 7 days
-	Variations with time implications	- in 14 days
-	Variations with cost implications	- in 21 days