

Clarification No.1

FWA 602 - TENDER FOR THE REMOVAL, PACKAGING AND DISPOSAL OF ASBESTOS CONTAINING MATERIALS FROM LASCARIS WAR ROOMS & NATO TUNNELS VALLETTA

The below clarification shall be construed as part of the tender document, and Article 14 in Tender VOLUME 2 SECTION 3 – SPECIAL CONDITIONS is being replaced by the below ;

Article 14: Insurance

The contractor shall not be allowed to start on the works until and unless the Insurance Policies described below have been received and accepted by the FWA, notably regarding:

Protection of the works

The contractor must cover up and protect from damage from any cause, the existing buildings. He must supply protection for the whole works executed, and any damage caused must be made good by the Contractor at his own expense. The Contractor shall erect temporary protective walls, hoardings, screens, guard rails and any other necessary works for the protection of persons and property for the proper execution of the works and for meeting the requirements of MEPA, the OHSA or other Authority or Department as indicated by the FWA.

Third party insurance

The Contractor shall insure against legal liabilities for death or injury to any person (other than his employees or subcontractors) or for the loss or damage to any material property (other than the works) occurring during the course of the Contract or arising out of, or incidental to, the performance of the Contract. Such indemnity shall be extended to cover the FWA, his employees and visitors. Such insurance shall be for a minimum of three hundred thousand Euros (€ 300,000) in respect to each occurrence arising out of one event.

Certified copies of the policy

Copies of the policies in connection with such Insurance shall be lodged with the Employer or with the Authority awarding the Contract by the Insurer. This shall also apply in the case of any variations or termination of such Insurance policy or policies. The Insurance policy/policies shall be subject to the overruling and the final approval of the FWA. The Contractor shall not be allowed to start on the works before and until the above mentioned Insurance Policies have been received and accepted by the FWA.

Period cover of policy

The contractor shall ensure that the Insurance is in force throughout the duration of the Contract works until the hand-over of the works to the FWA, and will come into force during any subsequent site intervention in the course of the stipulated guarantee period this without any prejudice to the liability of the Contractor, for any building or stone works erected under this contract which shall be covered by the period stipulated at Law. It shall also be the responsibility of the Contractor to make adequate provisions for the taking out of any additional Insurance in respect of workers' safety and the works in general as he may deem appropriate.

Insurance Cover

Insurance is to cover works for asbestos handling.

Laws

The premium/s shall be effected by the Contractor at his own expense. The insurance shall for all effects and purposes be deemed to be a Maltese Contract and shall be governed according to the Maltese Laws and subject to Maltese Courts jurisdiction.

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