



Ministry for Justice, Culture and Local Government

30 Treasury Street, Valletta, Malta

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SUBJECT: SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF A MACHINE-ROOM-LESS TRACTION TYPE PANORAMIC PASSENGER LIFT INCLUDING A GLASS AND STEEL ENCLOSURE AT THE MINISTRY FOR JUSTICE, CULTURE AND LOCAL GOVERNMENT, TREASURY STREET, VALLETTA.

Tender Document: Advert N^o MJLG 3/2014

This tender dossier is Free of Charge

IMPORTANT

This Tender does not require the submission of a Bid Bond

SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF A MACHINE-ROOM-LESS TRACTION TYPE PANORAMIC PASSENGER LIFT INCLUDING A GLASS AND STEEL ENCLOSURE AT THE MINISTRY FOR JUSTICE, CULTURE AND LOCAL GOVERNMENT, TREASURY STREET, VALLETTA.

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SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF A MACHINE-ROOM-LESS TRACTION TYPE PANORAMIC PASSENGER LIFT INCLUDING A GLASS AND STEEL ENCLOSURE AT THE MINISTRY FOR JUSTICE, CULTURE AND LOCAL GOVERNMENT, 30 OLD TREASURY STREET, VALLETTA.

1.0 Scope of Tender

1.1 Introduction

1.1.1 This Tender, which is being issued by the Ministry for Justice, Culture and Local Government, hereinafter referred to as “the Contracting Authority”, is for the supply, installation, commissioning and maintenance of a machine-room-less traction type passenger lift at the Ministry for Justice, Culture and Local Government,, Old Treasury Street, Valletta.

1.1.2 The Tender Document may be downloaded from the Ministry’s website:

<http://mjcl.gov.mt/en/ministry/tenders>

Tenderers requiring clarification or interpretation of the Tender Document shall make a written request via e-mail: tenders.mjcl@gov.mt up to **the 24th October, 2014 till 10.00 am. Any request after this date will not be accepted.**

1.1.3 Prospective bidders are to ensure that their Tender Document shall contain no changes or alterations, other than those made in accordance with the instructions issued by the Contracting Authority (which are issued as clarification notes or addenda) or those necessitated by errors on the part of the tenderer. In this case, bidders shall ensure that any corrections are properly and duly crossed, dated and initialled in ink by the person signing the tender.

1.2 Tender Documentation

1.2.1 Each submission for Tender shall clearly indicate the details of the tenderer responsible for such activity and the rates/prices, inclusive of VAT and all other charges as may be applicable. The contract shall start on the date indicated in the ‘**Order to Start Works**’ issued by the Officer in Charge, following signing of the contract agreement.

1.2.2 A form entitled “**Schedule of Rates/Prices**” is also attached with the Tender Document. Prospective bidders are requested to complete the form, giving the rates/prices in EURO for each item as indicated, inclusive of VAT and all taxes and any other charges as applicable. This form must be filled in and submitted with the tender document. Prospective bidders shall not at any time of the contract period request a revision of the rates/prices. **Failure to fill in the form, or incomplete information, or a form containing ambiguous financial information (e.g. prices, totals etc.) shall disqualify the tender submission.**

1.2.3 A form entitled “**Tenderer’s Details Form**” is attached with the Tender Document. Prospective bidders are requested to fully complete the form, and submit it with the Tender Document.

1.2.4 Tenderers shall fully complete parts A, B and C of the attached “**Tender Form**” as required, also confirming the tenderer’s undertaking that the offer shall not be retracted or withdrawn for a period of three (3) months from the closing date of the offer. **Failure to submit this form completed in all respects, shall disqualify the bid.**

1.2.5 A form entitled “**Data on Joint Venture/Consortium**” is attached with the Tender Document. Prospective bidders are requested to complete the form, and submit it with the Tender Document if they are planning to bid as a Joint Venture / Consortium. In the event that a prospective bidder does not plan to bid as a Joint Venture/Consortium, this form need not be completed.

1.2.6 A form entitled “**Sub-Contracting**” is also attached with the Tender Document. Prospective bidders are requested to complete the form, and submit it with the Tender Document if they are planning to Sub-Contract the works or any part of the works listed in the Tender Document. In the event that a prospective

bidder does not plan to sub-contract the works or any part thereof, this form need not be completed.

1.2.7 A form entitled “**Statement on Conditions of Employment**” is attached with the Tender Document. Prospective bidders are requested to complete the form, and submit it with the Tender Document.

1.2.8 Tenderers are requested to submit with their tender offer, **technical literature, catalogues and illustrations related to the equipment being offered. The literature provided shall prove that the items being offered are as per tender technical specifications. These shall include but not be limited to:**

- **Details for the cabin and door finishes,**
- **Floor finishes,**
- **Ceiling types including light fittings,**
- **Cabin and landing control stations,**
- **Cabin trim and accessories.**
- **A certificate from the lift motor manufacturer verifying the suitability for 180 motor starts per hour as specified**
- **Outline structural calculations to justify the structure proposed which shall then be submitted in full detail by the successful tenderer prior to commencement of works. The calculations are to be signed by a warranted Architect.**
- **Drawing showing an artist’s impression of the way the lift enclosure will look including the colours to be used when painting the steel.**

All documents provided shall be written in English language. **Failure to submit these details complete in all respect shall disqualify the bid.**

1.2.9 Tenderers are also requested to submit the following sample **with the tender document:**

- **A sample of the patterned scratch proof stainless steel cladding to be used for the cabin and the doors.**

1.2.10 Tenderers shall supply **all** data requested in the third column of the “**Technical Data on Lift Form**” attached with the document. **Failure to submit this form completed in all respects, shall disqualify the bid.**

1.2.11 Tenderers shall furnish **all** information on the “**Schedule of Particulars for Lift Form**” attached with the document. **Failure to submit this form completed in all respects, shall disqualify the bid.**

1.2.12 Tenderers shall complete the “Period of Completion” Form attached with the document. **Failure to submit this form completed in all respects, shall disqualify the bid.**

2.0 TENDER PROCESS/ INSTRUCTIONS

2.1 General Instructions (Pre Submission of Tenders)

2.1.1 In submitting a Tender, the tenderer accepts in full and its entirety, the content of this Tender Document, including subsequent Clarifications issued by the Contracting Authority, whatever its own corresponding conditions may be, which it hereby waives. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this Tender Document.

2.1.2 No account shall be taken of any reservation in the Tender as regards the Tender Document; any disagreement, contradiction, alteration or deviation shall lead to the Tender offer not being considered further.

2.1.3 The Tender Evaluation Committee shall, after having obtained approval by the Departmental Tenders Committee, request rectifications in respect of incomplete/non-submitted information pertinent to the documentation as outlined in sub-clauses 1.2.3, 1.2.5, 1.2.6, 1.2.7 and 1.2.9 only. Such rectification/s shall be submitted within two (2) working days from notification, and shall be subject to a non-refundable administrative penalty of €50. **Failure to comply shall result in the offer not being considered further.**

2.1.4 No rectification shall be allowed in respect of the documentation as outlined in sub-Clause 16.1(d), 16.1(e)

and 16.1(f) of these Instructions to Tenderers. Only clarifications on the submitted information in respect of the latter may be eventually requested.

- 2.1.5 The subject of this
- 2.1.6 The place of delivery of the supplies shall be 30, Treasury Street, Valletta. The INCOTERM²⁰⁰⁰ applicable shall be **Delivery (Duty Paid)**.
- 2.1.7 This is a lump-sum contract.
- 2.1.8 The tenderer will bear all costs associated with the preparation and submission of the tender. The Contracting Authority will in no case be responsible or liable for such costs, whatever the conduct or outcome of the procedure.
- 2.1.9 The Contracting Authority retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.
- 2.1.10

Timetable

	DATE	TIME*
Clarification Meeting (Level 3,Palazzo Spinola, St Christopher Street, Valletta)	17 th October, 2014	10:00am
Deadline for request for any additional information from the Contracting Authority	24 th October, 2014	10:00am
Last date on which additional information are issued by the Contracting Authority	3 rd November, 2014	10:00am
Deadline for submission of tenders / Tender Opening Session (unless otherwise modified in terms of Clause 11.3)	10 th November, 2014	10:00am
* All times Central European Time (CET)		

- 2.1.11 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.
- 2.1.12 The project is financed from local budget funds. The beneficiary of the financing is the Ministry for Justice, Culture and Local Government.
- 2.1.13 Tenderers bear the sole liability of examining with appropriate care the Tender documents, including those design documents available for inspection, and any clarification notes to the Tender documents issued during the Tendering period, and for obtaining reliable information with respect to conditions and obligations that may in any way affect the amount or nature of the Tender or the execution of the works. In the event that the tenderer is successful, no claim for alteration of the Tender amount shall be entertained on the grounds of errors or omissions in the obligations of the tenderer described above.
- 2.1.14 Tenderers shall promptly notify the Director, Corporate Services, Ministry for Justice, Culture and Local Government of any ambiguity or discrepancy that they may discover upon examination of the Tender Document.
- 2.1.15 Tenderers requiring clarification or interpretations of the Tender Document shall make a written request via the ministry's website **up to 10.00am, 24th October, 2014**. **Any request after this date and time shall not be accepted.**
- 2.1.16 Any interpretations, corrections or changes to the Tender Document by the Contracting Authority shall be made by an official addendum. Interpretations, corrections or changes made in any other manner shall not be valid, and Tenderers shall not rely upon such interpretations, corrections and changes.

- 2.1.17 No addenda shall be issued later than seven (7) working days prior to the date of receipt of Tenders except an addendum postponing the date for receipt of Tenders or withdrawing the request for tenders.
- 2.1.18 The Contracting Authority may, at its own discretion, extend the deadline for submission of Tenders to give tenderers sufficient time to take clarification notes into account when preparing their Tenders.
- 2.1.19 The tenderer shall provide all documents required by the provisions of the Tender document. All such documents, without exception, shall comply strictly with these conditions and provisions, and contain no alterations made by the tenderer.

2.2 Eligibility

- 2.2.1 Participation in tendering is open on equal terms, to all natural and legal persons of the member States of the European Union, the beneficiary country, and any other country in accordance with Regulation 76 of the Public Procurement Regulations.
- 2.2.2 Natural persons, companies or undertakings who fall under any of the conditions set out in Regulation 50 of the Public Contracts Regulations, 2010 (Legal Notice 296 of 2010) shall be excluded from participation in the award of the Contracts. Tenderers or candidates who have been guilty of making false declarations shall also incur financial penalties representing 10% of the total value of the contract being awarded.
- 2.2.3 All materials, equipment and services to be supplied under the Contract must originate in an eligible country. For these purposes, "origin" means the place where the materials and/or equipment are mined, grown, produced or manufactured and/or from which services are provided.

2.3 Multiple Tenders

- 2.3.1 A tenderer may submit multiple tender offers.
- 2.3.2 A company may not tender for a given contract both individually and as a partner in a joint venture/consortium.
- 2.3.3 A company may not tender for a given contract both individually/partner in a joint venture/consortium, and at the same time be nominated as a sub-contractor by any other tenderer, or joint venture/consortium
- 2.3.4 A Company may act as a sub-contractor for any number of tenderers, and joint venture/consortia, provided that it does not participate individually or as part of a joint venture/consortium, and that the nominations do not lead to a conflict of interest, collusion, or improper practice.

2.4 Tender expenses

- 2.4.1 The Tenderer shall bear all costs associated with the preparation and submission of the Tender.
- 2.4.2 The Contracting Authority shall neither be responsible for, nor cover any expenses or losses incurred by the Tenderer through site visits and inspections or any other aspect of his/her Tender.

2.5 Labour Law

- 2.5.1 Particular attention is drawn to the conditions concerning the employment of labour in Malta and the obligation to comply with all regulations, rules or instructions concerning the conditions of employment of any class of employee.

2.6 Law

- 2.6.1 By submitting their Tenders, tenderers are accepting that this procedure is regulated by Maltese Law, and are deemed to know all relevant laws, acts and regulations of Malta that may in any way affect or govern the operations and activities covered by the Tender and the resulting contract.

2.7 Language of Tenders / Preparation of Tenders

- 2.7.1 The Tender and all correspondence and documents related to the Tender exchanged by the tenderer and the Contracting Authority shall be written in English.
- 2.7.2 Supporting documents and printed literature furnished by the tenderer may be in another language, provided they are accompanied by an accurate translation into English. For the purposes of interpretation of the Tender, the English language shall prevail.
- 2.7.3 The Tenderer's submission shall be typed in, or handwritten in indelible ink and signed by the person listed in the Tenderers Details Form enclosed with the Tender Document. Any pages on which entries or correction to his/her submission have been made shall be initialled by the person listed in the Tenderers Details Form. All pages shall be numbered consecutively by hand, machine or in any other way acceptable by the Contracting Authority.
- 2.7.4 The Tender shall contain no changes or alterations, other than those made in accordance with instructions issued by the Contracting Authority (issue as clarification notes) or necessitated by errors on the part of the tenderer. In the latter case, corrections shall be initialled by the person signing the tender.
- 2.7.5 The Tender shall be rejected if it contains any alteration, tampering, addition or deletion to the Tender documents not specified in a clarification note issued by the Contracting Authority.

2.8 Tender Rates/Prices

- 2.8.1 The Tender rates/prices shall cover the whole of the works/supplies/services as described in the Tender Document.
- 2.8.2 The tenderer shall provide a breakdown of the overall rates/prices in Euro (€)
- 2.8.3 Tenderers shall quote all components of the price inclusive of VAT, taxes, customs and import duties and any discounts, as applicable. Except as may be provided for in the Contract, no payment shall be made for items which have not been costed. **Rates and prices shall be entered against each item in the bill of quantities/schedule of prices/rates, or otherwise specifically declared as 'Nil' or 'Included' in writing. The price of any item in the bill of quantities/schedule of prices/rates, against which no interpretable entry in writing has been made (i.e. either left blank or marked with a dash or other such unreadable signs), wilfully or otherwise, shall be deemed 'Nil' or 'Included' in other items of the bill of quantities. Requests for correction of such entries during the execution of the contract shall not be entertained.**
- 2.8.4 Different options are to be clearly identifiable in the technical and financial submission; thus, Tenderers shall submit a **separate** Tender Form marked 'Option 1', 'Option 2' etc. for each individual option, clearly specifying the rates/prices of the relative option. Bidders shall ensure that the Tender Forms submitted are complete in all respects. **Failure to abide by this clause shall be treated as follows:**
- **When a single Tender Form is submitted with one or more options included in one Tender Form, the whole tender offer shall be rejected and rendered null;**
 - **When one or more Tender Forms are submitted, either to cover one option or to cover a number of options and one or more of these Tender Forms are not completed properly and in all respects, the options relative to the invalid Tender Forms shall be rejected and the options rendered null. The evaluation committee shall proceed to evaluate only the option or those options with a fully completed and valid Tender Form.**
- 2.8.5 If the tenderer offers a discount, the discount shall be absorbed in the rates of the Bill of Quantities / Schedule of Rates / Schedule of Prices.
- 2.8.6 The rates/prices of the Contract shall include all of the works to be provided. The rates/prices quoted are fixed and not subject to revision or escalation in costs, unless otherwise provided for in the Special Conditions.

2.9 Currencies of Tender and Payments

- 2.9.1 The currency of the Tender is the Euro (€). All sums in the breakdown of the overall rates/price, in the questionnaire and in other documents shall be expressed in Euro (€).

- 2.9.2 The Contractor shall submit VAT invoices in accordance with the Twelfth Schedule of the VAT Act. Invoices shall only be registered as valid if in full compliance with this clause and the Contracting Authority shall not be held liable for delays in payments due should the Contractor have submitted an invalid invoice. Invoices submitted not in accordance with this requirement shall not be processed for payment and the Contracting Authority reserves the right to request the Contractor to re-issue the invoice accordingly.
- 2.9.3 The invoices submitted by the Contractor shall include the Contract Agreement reference number and any other relevant details such as the Advert Number.
- 2.9.4 Payment of bills shall be stopped whenever, in the opinion of the Contracting Authority, the Contractor is under penalty for breach of any conditions of the Contract.

3.0 TENDER SUBMITTALS

3.1 Method of Submissions

- 3.1.1 Tenders are to be received at the Ministry for Justice, Culture and Local Government in the tender box located at No. 46, Level Three, Palazzo Spinola, St. Christopher Street, Valletta, by the time and date indicated in the attached notice.

Late submissions shall not be accepted. The proposal for this Tender shall be closed in a sealed package with the **Advert Number clearly marked** on it and submitted either by recorded delivery (official postal/courier service) or hand delivered and deposited in the **Tender Box** at the above address. **Any other method of submission shall NOT be accepted.**

- 3.1.2 By casting the Tender, the tenderer shall be deemed to be in a position to carry out all the services specified in this Tender Document.
- 3.1.3 Each Tenderer shall ascertain, prior to submitting his/her Tender, that he/she has received all addenda issued and shall acknowledge their receipt in his/her Tender.
- 3.1.4 Tenderers shall quote their VAT Registration Number in the appropriate space provided in the Tenderers' Details Form. Moreover, prospective bidders shall be bound to conform in all respects to the VAT legislation and regulations.
- 3.1.5 Tenderers are required to submit the following set of documents with their tender submission and for each option submitted (if any):
- a. **Schedule of Rates/Prices** as per Clause 1.2.2
 - b. **Tenderer's Details Form** as per Clause 1.2.3
 - c. **Tender Form** as per Clause 1.2.4
 - d. **Data on Joint Venture/ Consortium Form (if applicable)** as per Clause 1.2.5
 - e. **Sub-contracting Form (if applicable)** as per Clause 1.2.6
 - f. **Statement on Conditions of Employment** as per Clause 1.2.7
 - g. **Technical Literature etc.** as per Clause 1.2.8
 - h. **Sample and Certificate** as per Clause 1.2.9
 - i. **Technical Data on Lift Form** as per Clause 1.2.11
 - j. **Schedule of Particulars of Lift Form** as per Clause 1.2.12
 - k. **Period of Completion Form** as per Clause 1.2.13
- 3.1.6 The information collected on this form shall be processed in accordance to the Data Protection Act 2001. The contents of this document are confidential and intended solely for the use of this organization, and shall not be disclosed or copied without your consent, to anyone outside the Company unless the law permits us to.
- 3.1.7 Any information and details submitted by the Contractor shall be processed with the Freedom of Information Act [Chapter 496] of the Laws of Malta and the Data Protection Act [Chapter 440] of the Laws of Malta.
- 3.1.8 All tenders submitted including catalogues, illustrations and literature shall be bound. The Contracting Authority shall bear no responsibility for the loss of any documents which are not**

bound with the tender offer.

3.2 Late Tenders

- 3.2.1 All Tenders received after the deadline for submission specified in the contract notice or these instructions shall be kept by the Contracting Authority. The associated guarantees shall be returned to the tenderers (if any).
- 3.2.2 No liability shall be accepted for late delivery of Tenders. Late Tenders shall be rejected and shall not be evaluated.

3.3 Alteration or withdrawal of tenders

- 3.3.1 Tenderers may alter or withdraw their tenders by written notification prior the deadline for submission of tenders. No tenders may be altered after this deadline.
- 3.3.2 Any notification of alteration or withdrawal shall be prepared, sealed, marked and submitted in accordance with Clause 3.1 and the envelope must also be marked 'Alteration' or 'Withdrawal' as appropriate.

4.0 OPENING AND EVALUATION OF OFFERS

4.1 Opening of Tenders

- 4.1.1 Tenders shall be opened in public session on the date and time indicated in the Tender advert and in the Tender Document, at the Office of the Assistant Director (Finance), Fourth Floor, Courts of Justice, Republic Street Valletta, Malta by the Tender Opening Board. The Board shall draw up a 'Schedule of Tenders Received' which shall be published on the notice board at the Procurement and Supplies Directorate and shall also be available for public viewing.
- 4.1.2 Reductions or alterations to tender rates/prices made by tenderers after submission shall not be taken into consideration during the analysis and evaluation of Tenders.

4.2 Secrecy of the Procedure

- 4.2.1 After the opening of the Tenders, no information about the examination, clarification, evaluation or comparison of Tenders or decisions about the Contract award shall be disclosed before the notification of award.
- 4.2.2 Information concerning checking, explanation, opinions and comparison of Tenders and recommendations concerning the award of contract, shall not be disclosed to Tenderers or any other person not officially involved in the process unless otherwise permitted or required by law.
- 4.2.3 Any attempt by a tenderer to approach any member of the Evaluation Committee / Contracting Authority directly during the evaluation period shall be considered legitimate grounds for disqualifying his/her Tender.

4.3 Clarification of Tenders

- 4.3.1 When checking and comparing Tenders, the Evaluation Committee may, after obtaining approval from the Departmental Contracts Committee, ask a tenderer to clarify any aspect of his/her tender
- 4.3.2 Such requests and the responses to them shall be made by email or fax. They may in no circumstances alter or try to change the rates/price or content of the Tender, except to correct arithmetical errors discovered by the evaluation committee when analysing tenders.

4.4 Tender Evaluation Process

- 4.4.1 **Part 1, Administrative compliance:** The Evaluation Committee shall check the compliance of Tenders with the instructions given in the Tender Document.

The Evaluation Committee shall, after having obtained approval from the Departmental Tenders Committee, request rectification in respect of incomplete/non-submitted information pertinent to the documentation as outlined in clause 2.1.3 of this Tender document. Such rectifications shall be submitted within two (2) working days from notification, and shall be subject to a non-refundable administrative penalty of €50. **Failure to comply shall result in the Tender offer not being considered any further.**

4.4.2 **Part 2, Eligibility and Selection compliance:** Tenders which have been considered administratively compliant shall be evaluated for admissibility as outlined below:

- a) Eligibility Criteria
- b) Technical Compliance
- c) Financial Evaluation

4.5 Correction of Arithmetical Errors

4.5.1 Admissible Tenders shall be checked for arithmetical errors by the Evaluation Committee. Errors shall be corrected as follows:

- a) Where there is a discrepancy between amounts in figures and in words, the amount in words shall prevail;
- b) Where there is a discrepancy between a unit rates/price and the total amount derived from the multiplication of the unit rates/price and the quantity, the unit rates/price as quoted shall prevail.

4.5.2 The amount stated in the Tender shall be adjusted by the Evaluation Committee in the event of error, and the tenderer shall be bound by that adjusted amount. In this regard, the Evaluation Committee shall seek prior approval of the Departmental Contracts Committee to communicate the revised rates/prices to the tenderer. If the tenderer does not accept the adjustment, his/her Tender shall be rejected and his/her tender guarantee forfeited (if any)

4.5.3 When analysing the Tender, the Evaluation Committee shall determine the final Tender rates/prices after adjusting it on the basis of clause 4.5.1.

5.0 CONTRACT AWARD

5.1 Criteria for Award

5.1.1 The sole award criterion shall be the rates. The contract shall be awarded as a whole to the cheapest priced Tender satisfying the administrative and technical criteria.

5.2 Right of the Contracting Authority to accept or reject any Tender

5.2.1 The Contracting Authority reserves the right to accept or reject any Tender and/or to cancel the whole Tender procedure and reject all Tenders. In such an event, the Contracting Authority reserves the right to initiate a new invitation to Tender.

5.2.2 In the event of a Tender procedure's cancellation, tenderers shall be notified by the Contracting Authority. If the Tender procedure is cancelled before the opening of any envelope of any Tender, the sealed envelopes will be returned, unopened to the tenderers. The Contracting Authority may also opt to refund the cost of the tender document to the prospective bidders who had procured a tender document.

5.2.3 **Cancellation may occur where:**

- a) the Tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile Tender has been received or there has been no response at all;
- b) the economic or technical parameters of the project have been fundamentally altered;
- c) exceptional circumstances or force majeure render normal performance of the project impossible;
- d) all technically compliant Tenders exceed the financial resources available;
- e) there have been irregularities in the procedure, in particular where these have prevented fair competition.

5.2.4 **In no circumstances shall the Contracting Authority be liable for damages, whatever their nature (in**

particular damages for loss of profits) or relationship to the cancellation of a Tender, even if the Contracting Authority has been advised of the possibility of damages. The publication of a contract notice does not commit the Contracting Authority to implement the programme or project announced.

5.3 Notification of Award of Contract

- 5.3.1 Prior to the expiration of the period of validity of Tenders, the Contracting Authority shall notify the successful tenderer, in writing, that his/her Tender has been recommended for award by the Evaluation Committee, pending any appeal being lodged in terms of Part II, Regulation 21 of the Public Contracts Regulations, a copy of which is reproduced hereunder .
- 5.3.2 Unsuccessful bidders shall be notified with the outcome of the evaluation process, and shall be provided with the following information:
- a) the criteria for award;
 - b) the name of the successful tenderer;
 - c) the recommended price of the successful bidder;
 - d) the deadline for filing a notice of objection (appeal);
 - e) the deposit required if lodging an appeal.
- 5.3.3 The recommendations for award shall be published on the notice board at the Office of the Assistant Director (Finance), Fourth Floor, Courts of Justice, Republic Street Valletta. It shall be the obligation of the Tenderer to periodically check that such recommendations have been so published.
- 5.3.4 Tenderers will be informed by the Contracting Authority of the publication of the award of tender via the e-mail address submitted by Tenderers in Section B of the Tender Form. Tenderers are obliged to reply **immediately** by sending a return receipt via e-mail in order to confirm that the original message was received. If the reply is not sent by tenderers, the Contracting Authority will not be held responsible for any failure on the contractor's part to present any eventual appeal once the e-mail was sent to the address submitted by tenderers as detailed in Section B of the Tender Form.

5.4 Contract Signing and Performance Guarantee

- 5.4.1 After the lapse of the appeals period, and pending that no objections have been received and/or upheld, the successful tenderer may be invited to clarify certain contractual questions raised therein. Such clarification will be confined to issues that had no direct bearing on the choice of the successful tender. The outcome of any such clarifications will be set out in a Memorandum of Understanding, to be signed by both parties and incorporated into the contract.
- 5.4.2 At any time prior to the award of the tender, the Contracting Authority reserves the right to request the tenderer to provide a certificate issued by the Employment and Training Corporation, indicating the number and details of employees duly registered with Corporation. In those cases where tenderers intend to sub-contract the works, they shall produce an original or authenticated certificate from ETC which indicates the respective registration number of the nominated subcontractors. The certificate shall be required for the sole purpose of confirming that the tenderer possesses, or has available, adequate human resources to perform the contract to a timely and successful completion. **Any tenderer who fails to provide the requested certificate/s when requested to do so, shall be disqualified from further consideration towards the award of the contract.**
- 5.4.3 In submitting this tender, the tenderer is certifying his/her acceptance in full of all the tender terms and conditions, including all addenda issued by the Contracting Authority prior to the closing date for the submission of tender offers. The successful tenderer may, upon the issue of the Letter of Intent, be requested to endorse all sheets of the tender document and any addenda issued during the tenders' submission period as a means of confirmation of his/her acceptance of all the contents thereof, and he/she shall do so without any reservations or conditions. **Requests to waive particular terms, conditions or specifications, shall not be entertained and may result in termination of the contract.**
- 5.4.4 The Contracting Authority shall issue a letter of intent stipulating the date from which the successful tenderer shall call at the Office of the Assistant Director (Finance), Fourth Floor, Courts of Justice, Republic Street Valletta, within five (5) working days, to sign and date the contract. The Contract would not be signed unless the successful tenderer furnishes personally the performance guarantee (applicable to contracts exceeding €10,000 in value). On signing of the Contract by the Contracting Authority the successful

tenderer will become the Contractor and the contract will enter into force.

5.4.5 Before the Contracting Authority signs the contract with the successful tenderer, the successful tenderer may be requested to provide the documentary proof or statements required to show that it does not fall into any of the exclusion situations listed in Clause 6 of the Tender Form. The above mentioned documents must be submitted by every member of a Joint Venture/Consortium (if applicable).

5.4.6 If the selected tenderer fails to sign and return the contract, other required documentation, and any guarantees required within the prescribed 5 working days' period, the Contracting Authority may consider the acceptance of the tender to be cancelled without prejudice to the Contracting Authority's right to seize the guarantee (Bid Bond) where applicable, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the Contracting Authority.

The tenderer whose tender has been evaluated as second cheapest / second most advantageous may be recommended for award, and so on and so forth.

5.4.7 Only the signed contract will constitute an official commitment on the part of the Contracting Authority, and activities may not begin until the contract has been signed by the Contracting Authority and the successful tenderer.

5.4.8 The performance guarantee, applicable only to contracts exceeding €10,000 in value, referred to in the General Conditions is set at 10% of the amount of the contract and must be presented in the form attached to this tender document. The performance guarantee shall be released within 30 days of the signing of the Contractor's Performance Report by the Officer in charge of the contract, unless the Special Conditions provide otherwise.

5.5 Reproduction of Regulation 21, Part II of the Public Procurement Regulations 2010

5.5.1 Right of Recourse

- (1) Where the estimated value of the public contract exceeds twelve thousand euro (€12,000) and is issued by an authority listed in Schedule 1, any tenderer or candidate concerned shall have a right to make a complaint to the Review Board in accordance with this regulation.
- (2)
 - (a) The contracting authority shall be obliged to issue a notice and affix an advertisement, in a prominent place at its premises, indicating the awarded public contract, the financial aspect of the award and the name of the successful tenderer. The contracting authority shall, by electronic means or by fax, inform the tenderer or candidate concerned of the publication of the award. The contracting authority shall be precluded from concluding the contract during the period allowed for the submission of appeals.
 - (b) The award process shall be completely suspended if an appeal is eventually submitted.
- (3) Any tenderer or candidate concerned who is aggrieved by the award indicated by the contract authority may, within five working days from the publication of the notice, file a letter of objection, together with a deposit, with the contracting authority, clearly setting forth any reason for his complaint. The deposit to be paid in respect of tenders valued at less than forty-seven thousand euro (€47,000) shall be four hundred euro (€400), while those between forty-seven thousand euro (€47,000) and one hundred and twenty thousand euro (€120,000) shall be 0.5% of the estimated value of the tender, with a minimum deposit of four hundred euro (€400). The letter by the complaining tenderer shall be affixed on the notice board of the contracting authority and shall be brought to the attention of the recommended tenderer.
- (4) After the expiry of the period allowed for the submission of a complaint, the contracting authority shall deliver the letter of complaint, the deposit receipt and all documents relating to the public contract in question to the Review Board who shall examine the matter in a fair and equitable manner. In its deliberation the Review Board shall have the authority to obtain, in any manner it deems appropriate, any other information not already provided by the contracting authority. The Review Board shall determine the complaint by upholding or rejecting it. The written decision of the Review Board shall be affixed on the notice board of the contracting authority and copies thereof shall be forwarded to the Director of Contracts and all the parties involved.
- (5) The tenderer or candidate concerned who is not satisfied with the decision granted by the Review Board may refer the matter to the Court of Appeal (Inferior Jurisdiction) in terms of article 41(6) of the Code of Organization and Civil Procedure within a period of sixty days. Such recourse however may not

delay the Head of the contracting authority from implementing the Review Board's decision.

6.0 GENERAL CONDITIONS

The full set of General Conditions for Supply / Works / Services Contracts (Version 1.02 dated 1 December 2011) can be viewed/downloaded from:

www.contracts.gov.mt/conditions

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.

7.0 CONTRACT SPECIAL CONDITIONS

- 7.1** This Agreement shall be read, governed and construed in accordance with the Laws of Malta and any controversy in relation thereto shall be submitted to final and binding arbitration in terms of Part IV of the Arbitration Act (Chapter 387 of the Laws of Malta).
- 7.2** Any dispute, controversy or claim arising out of or relating to this contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the rules of the Malta Arbitration Centre as at present in force. Any reference in the attached General Conditions to other arbitration procedures shall not apply.
- 7.3** The acceptance of the Tender under this contract shall not hinder the Contracting Authority from procuring works/supplies/services (as applicable) similar in nature to those requested by this Tender, but which fall outside the scope of this Tender in terms of quantity, quality and/or specifications, from any other source if and whenever is considered necessary. In these circumstances, the Contractor shall not claim any right whatsoever to be assigned such similar works/supplies/services.
- 7.4** The Contractor cannot, directly or indirectly, subcontract or handover any part of this contract without the prior approval of the Contracting Authority, after a written request to this effect by the Contractor.
- 7.5** The Contractor shall assume full responsibility and accountability, according to the current legislation, concerning the Health and Safety of his/her employees and/or his/her sub-contractors, including any third parties involved in the execution of this tender.
- 7.6** The Contractor shall be bound to conform with the Occupational Health and Safety Authority Act 2000 (Cap 424 of the Laws of Malta) and to all regulations/legal notice that form part of his/her Act; as well as any other national and European Union legislation, regulations, standards, and/or codes of practices in effect during the execution of the contract, regarding Health-and-Safety issues, as they apply for the Contractor's particular operating situation and nature of work activities.
- 7.7** The successful Contractor shall provide all health and safety related equipment as required by the Maltese legislation, good practice, as may be required by the Contracting Authority and as may be further detailed in this Contract.
- 7.8** The Contractor shall allocate all necessary resources to safeguard the health and safety of operatives, including those of subcontractors, and of any persons whom the Works may affect. The Contractor shall undertake to perform all necessary risk assessments, H&S procedures and maintain all relevant supporting records as required by Maltese legislation, good practice and as may be required by the Contracting Authority. This also includes the provision by the Contractor of all necessary personal protective equipment, mainly personnel on site are to wear safety boots, gloves, masks and all the necessary safety clothing to protect themselves, vaccinations and medical check-ups (if required) to all his/her employees, including those of subcontractors, employed on site or who are employed to execute the services requested in this Contract. The Contracting Authority reserves the right to carry out inspections in this respect and if the Contractor is found non-compliant then the Contracting Authority shall ask the Contractor to abide with H&S regulations with immediate effect. Subsequent notifications may imply that the Contractor is disqualified from the tender following which the Contracting Authority will seek the services requested from the next cheapest Tenderer.

- 7.9** The contractor shall be solely responsible for the safe operation of the plant and equipment employed on site in connection with the works, including the safety of the operators. All equipment shall conform to all safety regulations and legislation in force and / or recognised standards/codes of practice, while all the operators shall be in possession of all the necessary recognised permits, qualification and skill required to carry out such duties.
- 7.10** The Contracting Authority reserves the right to inspect all the equipment that shall be required by the Contractor to provide the services requested in this Tender Document.
- 7.11** A daily penalty of Two Hundred Fifty Euro (€250) shall be charged to the Contractor if he/she fails to satisfactorily provide the requested services as stipulated in this Tender Document, and/or the service is found to be seriously lacking in quantity, quality or efficiency and/or the Contractor breaches any of the conditions stipulated in this Tender document. In such case, the Contracting Authority shall issue Notification Warning letters or Default Notices, notifying the Contractor of his/her breach of contract and requesting immediate remedial action by the Contractor who shall remedy the failure within three working days from the notification, or else, as may be otherwise required by the Contracting Authority. Moreover, the Contracting Authority reserves the right to engage other contractors to execute the contract and any extra expenses incurred, further to the contract rates, shall be borne by the contractor. During the period the daily penalty is being applied, the Contracting Authority reserves the right to terminate the contract and award the contract to other bidders competing in the same tender. Moreover, in such event, the bank guarantee shall be forfeited.
- 7.12** Should the abovementioned Clause (7.11) be applied, the final sum due to the contractor shall be determined upon the expiry of the notice period indicated and any penalties or extra costs shall be deducted accordingly.
- 7.13** The Contractor shall follow and execute all legitimate directives and instructions issued by the Contracting Authority. The procurement detailed in this tender is authorised by the Contracting Authority as represented on site by the designated Officer in charge of the Contract, who shall verify that all the conditions stipulated in this tender are adhered to. All works to be carried out by the contractor shall always be under the direction and supervision of the Officer in charge of the Contract, who may be assisted by a technical officer or employee of the Contracting Authority.
- 7.14** **Payments to Contractor**
- The terms of Legal Notice 272/2012 shall be applicable with regards to payments by the Contracting Authority to the Contractor. These terms overrule payment terms specified in the General Conditions.

8.0 TENDER SPECIFICATIONS AND CONDITIONS

8.1 Contract Objective

This Tender is for the supply, installation, commissioning and maintenance of a machine-room-less traction type panoramic passenger lift including a glass and steel enclosure and pit at the Ministry for Justice, Culture and Local Government, 30 Treasury Street, Valletta.

8.1.1 The tender includes:

- The design, supply and installation of the lift enclosure in steel and glass.
- Related civil works such as the excavation of the lift pit, opening of landing doors at levels one and two and finishing of door openings with marble architraves.
- Supply and installation of aluminium cladding on the landing lift door facades.
- The supply and installation of all the lift components for a complete lift installation within a lift enclosure, the supply and construction of which also falls within the works included in this tender and to be designed as per attached specification.
- Provision of a new electrical supply as required and according to the location of the lift control panel.
- Maintenance of the lift installation for two years from handing over (duration of guarantee). **This shall include 11 bi-monthly visits following the initial commissioning of the newly installed lifts.**
- Initial commissioning and certification of the lifts by an accredited engineer.
- Six monthly certification for health and Safety reasons for the duration of the guarantee

8.1.2 The offer shall also include the initial certification of the lift upon putting into service and also regular inspection and certification for Health and Safety purposes also for the duration of the guarantee period.

8.2 Completion Period

The Completion Period shall be 20 weeks from date of order to start works

8.3 Submission of Documents/Sample

8.3.1 Bidders are required to submit the following technical and descriptive literature in English, confirming compliance with the technical specifications detailed below:

- Cabin Finish
- Car and landing door finish
- Landing and Car Operating Stations
- Floor finishes.
- Ceiling Types and Lighting
- Cabin Trim and Accessories.
- **Lift motor Manufacturer's certificate confirming that the motor is suitable for 180 starts per hour.**
- Outline structural calculations to justify the proposed structure which shall then be submitted in full detail by the successful tenderer prior to commencement of works. These are to be signed by a Structural Engineer.
- Artist's impression in colour of the lift enclosure.

8.3.2 Each Tenderer shall confirm that his offer carries a full guarantee on parts and labour and on the operation of the systems as a whole for a minimum period 24 months. If during this period any parts or equipment are changed, the guarantee on that part is to be renewed for another 24 months from date of replacement. The

prospective tenderer shall also guarantee the supply of spares for the next ten years following the award of the contract. The manufacturers recommended maintenance during the guarantee period shall be carried out by the successful tenderer at his expense.

- 8.3.3 Before any materials or equipment is delivered to the job site, the Contractor shall submit to the Engineer a complete list of all materials and equipment proposed to be installed.

8.4 Civil Works

8.4.1 Lift well Structure

- 8.4.1.1 The lift well structure shall consist of a demountable galvanized steel structure. The structure shall be entirely reversible and it will be possible to remove the structure without damaging the building. Drawings supplied are indicative only for general arrangement. The contractor is required to take all measurements on site and shall be responsible for ensuring accuracy and consistency of installation with existing site measurements and features.

The material in all stages of transportation, handling and storage shall be kept clean and free from damage and breaking, bending and distortion. Site work shall be restricted to fixings and other operations that cannot be undertaken in the workshop. Burrs, sharp edges and angles, coarse file marks, excess weld metal and similar imperfections from all classes of work shall be removed. Work shall not be allowed to rust or otherwise deteriorate between fabrication and final treatment. Fixing and installation shall provide a means that prevents corrosion due to contact with incompatible metals and other materials. Hot dipped galvanizing work to be in accordance with BS EN 1461.

Holing shall be done in a manner that does not deform or damage the material.

Generally, cuts shall be performed by shearing or sawing, form holes by drilling or punching. Cutting by hand-held flame is not permitted.

Continuous welds are to be formed in a way that is suited to the type of work. Welded joints are to be neatly made, filed smooth and left clean and adequate means shall be employed for temporarily fastening the parts to be welded together until the joints are welded. Welds shall be finished to match the surface; on surfaces unseen in the finished work the welds may be left as laid. Spot welds are not permitted unless specified or used to assist assembly. All welds are to be cleaned and flux residues removed. Machine bending, pressing, cold rolling, forging or shaping shall be executed without weakening or damaging the metal. Complex bending or blending alloys for special purposes shall be undertaken under competent metallurgical supervision. Joint faces are to be formed to fit accurately in full contact. A suitable joint coating shall be used for bolted or screwed connections (e.g. a primer for fabrications which will be painted)

Mild steel shall comply with BS 4, Part 1, BS 1449: Part 1 and BS EN 10210-1.

Flat bars shall comply with BS EN 10067.

Hollow sections shall comply with BS EN 10210.

Sections shall comply with BS EN 10024.

Angles shall comply with BS EN 10056.

Stainless steel shall be Austenitic steel Grade 316.

General purpose bolts and screws shall comply with BS 4190 and with BS 3692 when bolts and nuts with a greater degree of precision are required.

Unless otherwise stated, the grade of steel shall be Grade 4.6 with matching grade nuts. 18.3.2 Expanding bolts shall have a proprietary fixing comprising corrosion-resistant expanding insert and removable bolt threaded stud to suit the work being fixed.

Set screws shall comply with BS 4183, BS EN ISO 1580 and BS EN ISO 7045.

Self-tapping screws shall be steel thread forming or thread cutting screws to BS 4174. Screws with shall have rust-proofed finish.

Coating Materials: In addition to specified surface finishes, treat or seal the permanently hidden parts of metalwork from deterioration and corrosion (excluding standard hollow sections). Priming shall be applied to the concealed pads of joints (e.g. spigots, sleeved ends, joint faces) as the joints are made. The primer shall be applied by brush, not sprayed as per manufacturer's instructions.

Galvanizing shall be applied by the hot dip process to EN ISO 1461, Hot Dip galvanized coatings on fabricated iron and steel articles. The minimum thickness of galvanizing shall depend on the thickness of the base material as indicated in EN ISO 1461. This notion shall also apply to pieces with threads and moulded pieces.

Unavoidable damage (e.g. post-fabrication welding) is to be recoated by applying at least two coats of zinc-rich primer to BS 4652. The Contractor shall be responsible for the provision of all holes required for the

purposes of filling, venting and draining.

The Contractor shall propose the location, size and method of plugging, where required, of all such holes which must be approved by the before fabrication commences.

An adequate primer shall be applied to the galvanised steel. Finishing paint shall be thermosetting powder coating to BS EN 13438. Colour to be approved and selected by Architect.

Preparation of steel substrates before application of paints and related products shall comply with BS EN ISO 8501-1 and 2. 18.7.2 Sherardizing shall consist of a zinc coat to all small articles (e.g. bolts etc). associated with galvanised work (and, other small articles described as sherardized or zinc-coated) in accordance with BS 4921, Class 1/Class 2.

Finished items shall be wrapped, taped or otherwise protected with non-absorbent coverings. Protective finishes shall generally be applied after fabrications. Subject to approval and if an equivalent standard of finish and protection will be attained, pre-finished metal may be used.

As far as possible the fabricated metalwork shall incorporate joints that will permit the work to be dismantled into sections small enough for transport and site handling or small enough for tank immersion or other treatments that impose size limits.

Unless such joints are shown on the drawings, the Contractor shall design them to incorporate the following characteristics:

- a) Unobtrusive appearance.
- b) Strength not to be less than the unjointed member.
- c) Ease of assembly without damage to the surface treatment.
- d) Moisture-proof, if exposed to moisture.
- e) Weatherproof

Upon completion (or when directed) all protective tapes, casings or other covers shall be removed and the metalwork cleaned and polished.

Working drawings to be submitted to Architect for approval prior to manufacture of items Galvanised mild steel.

All measurements are to be checked by the Contractor and are to be his responsibility The structure shall **ONLY** be fixed to the building walls by means of stainless steel fasteners and fittings, which shall be kept to a minimum. All fasteners and fittings shall be manufactured in Grade 316 stainless steel. All exposed welding shall be ground smooth. Contractor shall also guarantee the availability of any parts, likely to be replaced during normal maintenance routines for a period of at least 20 years. **A written guarantee must be provided as part of the offer.**

- 8.4.1.2 The lift shaft shall have one external side walls consisting in clear laminate single glass panels of 6 mm minimum thickness, and one other side wall consisting in galvanized steel sheet 1.5mm thick as indicated in drawing. The back panel shall consist in clear laminate single glass panels of 6 mm minimum thickness as indicated in drawing. The back panel shall have same finish as the list structure. The front panel shall consist in clear laminate single glass panels of 6 mm minimum thickness at ground floor level, and aluminium cladding at other levels as indicated in drawing. The glass shall be set within the thickness of the galvanized steel frame using appropriate weatherproof framing system. The design shall be such that each glazed panel shall be independently supported and shall not rest on the one below it. It shall be possible to replace any panel without disturbing the rest of the structure. The joint between the glass panels shall be sealed with an appropriate sealer. Any method/detail used must be specified in the offer. The glass enclosure shall be weather-resistant. The roof of the enclosure shall have a slope of 1:50 to allow water to flow away from the roof.

The Contractor shall be responsible to design glass panels of appropriate thickness to suit the panel dimensions and framing system.

- 8.4.1.3 The design of the lift shaft shall provide for adequate ventilation. To this effect, ventilation panels or other arrangements shall be located at the top and bottom of the shaft.

- 8.4.1.4 **The tender document shall be accompanied by outline structural calculations to justify the structure proposed which shall then be submitted in full detail by the successful tenderer prior to commencement of works. These are to be signed by a warranted Perit.**

Prior to starting work the contractor shall also supply shop drawings in sufficient detail to show fabrication, installation, anchorage and interface of the work of this section with the work of adjacent trades.

- 8.4.1.5 The structure shall be installed in place, taking care not to damage the existing fabric and making good all such damage. The edges of the structure as it touches the existing walls shall be sealed using the appropriate sealer.

8.4.2 Other Civil Works

8.4.2.1 Aluminium cladding

Aluminium cladding shall be manufactured from composite panel consisting of two aluminium cover sheets and a Polyethylene, type LDPE core with a minimum thickness of 3mm.

Cladding work shall be carried out in accordance with BS 8200 'Code of Practice for the design of non-loadbearing external vertical enclosures of buildings', also BS 6093 - 'Code of Practice for the design of joints and jointing in building construction', and to BS 8000: Part 6: 'Workmanship on Building Sites: Code of Practice for slating and tiling of roofs and claddings'.

Installation shall be carried out in accordance with manufacturer's instructions. Panels shall have a lacquer finish. All surface coats are applied in a continuous coil-coating process, i.e. with a continuous coating and stove-lacquering procedure. Coating to be resistant to adverse weather conditions and unaffected by industrial emissions.

Colour to be selected by Architect.

Panels to have fire classification Class D to EN 13501-1.

- 8.4.2.2 New timber windows and doors shall be manufactured in solid iroko. Sound and tight knots are permitted in solid timber provided that their diameter does not exceed 12 mm or one third of the width of the surface on which they appear, whichever the less, and that they are not within 12 mm from any edge. Plugs or inserts are not permitted. Checks, splits and shakes, boxed heart and exposed pith are not permitted. No sign of decay or active insect infestation shall be present. Timber shall be resistant to distortion induced by changes of humidity and temperature. All necessary hardware and locks shall be provided. Timber shall be primed with one coat prior to installation, two coats undercoat and one coat of enamel gloss finish. All hinges and hardware to be manufactured in stainless steel.

- 8.4.2.3 The tender price shall include all the civil works required to complete the full installation of the lift. These shall include:

- i Adjusting of lift door openings at each landing served (where and as required) including the modification of stone walls. Chasing and/or any other modifications required for the installation of the stainless steel cladding, frame and glass enclosure
- ii. The removal of concrete or stone blocks, cutting of stone parapet wall using circular chaser and carting away of all the resulting material.
- iii. Removal of all the existing material in the shaft and the pit at all levels as necessary.
- iv. Additional structural work to the reinforced concrete suspended slab at roof level (such as forming holes etc.)
- v. Laying of concrete (grade C20) in the sub floor to the lift pits where required.
- vi. Forming rectangular holes for the accommodation of the landing call buttons if necessary.
- vii. All necessary chasing and making good of builders' work, including sanding down of stone, plastering and painting as necessary.
- viii. The closing of the opening between the landing door frame and the shaft structure shall be in one-hour fire rated material. Finishes to match the landing characteristics or to be specified by the Architect in charge.
- ix. Other civil works required within the shaft for proper installation of the lift equipment.

- x. Making good of any damages related to the structural works including pointing, plastering and painting to match the existing finishes.
- xi. Restoration of internal yard.

Works involved for the Restoration of Internal Yard:

Specifications for Hardstone Paving Material

The proposed paving slabs shall be good quality hardstone which meets the following minimum material requirements:

- Compressive Strength (greater or equal to) \geq 50 MPa
- Bending Strength (greater or equal to) \geq 10 MPa
- Density (greater or equal to) \geq 2500kg/m³
- Water absorption (less or equal to) \leq 3%

Authentic Test Certification

Tenderers shall submit certificates for the proposed hardstone slabs showing compliance with specifications. Tenderer's attention is drawn to the fact that submitted test certificates have to comply with the following criteria to be accepted as authentic Test Certificates:

Compressive Strength Testing in accordance with **MSA EN 1926:2006** (Natural Stone Test Method: Determination of uniaxial compressive strength).

Bending Strength Testing in accordance with **MSA EN 13161:2008** (Natural Stone Testing Methods: Determination of flexural strength under constant moment).

Density and Water Absorption to be determined in accordance with the relative Euro Norms.

Material

The hard stone slabs/ units shall have dimensions 400mm wide by 400mm long and 60mm thick. Patterns shall be as indicated on drawings and as directed by the Architect in charge.

All Hardstone units shall be of consistent texture. Slabs with incorporated fossils bigger than 1mm will not be accepted.

The exposed surface for all hardstone paving slabs shall be slightly bush hammered such that paving slabs are not slippery when wet. Colour and finish for all slabs shall be approved by the architect in charge.

Any material which is found damaged or defective shall be replaced by the contractor at his expense. The architect in charge or his representative shall have access to the production stores where the material is being manufactured, stored and prepared.

Storage and Transport

All paving material is to be stacked, before and during delivery on site, in such a manner that it is not damaged in any way due to excessive stresses, atmospheric deterioration or otherwise.

All components of the works are to be prepared and packaged for transportation to site in such a way as to ensure that no undue stresses or damage are caused due to shipment by sea or transport overland. All corners, edges and finished surfaces are to be protected to avoid damage until placed into position. Inspection of all paving slabs and components delivered to the site shall be undertaken by the Contractor.

Bedding Mortar

Hardstone paving slabs shall be bedded solid in a cement/ sand mortar, as directed by the Architect in charge.

The contractor may be requested to carry out tests prior and during the progress of works such as to ensure consistent quality.

Grouting of joints

Joints shall be filled and grouted with a cement based mortar to match the colour of the paving material. Pigments may be added, as necessary, to achieve the right tones.

No staining of the hard stone slabs with grouting material shall be allowed. The grouting of joints shall be carried out such that the surface of the hard stone slab is completely exposed.

The Contractor may be asked to lay a sample paved area for viewing before he proceeds with further paving works.

8.5 Quality Assurance

8.5.1 Manufacturer's Qualifications: An approved manufacturer regularly engaged in manufacturing, installing, and servicing elevators of the type required for the project. The manufacturer shall have a documented, on-going quality assurance program.

8.5.2 Installer Qualifications: The manufacturer or an authorised agent of the manufacturer with not less than five (5) years of satisfactory experience installing elevators equal in character and performance to the project elevators.

8.5.3 Regulatory Requirements: The Lift System design and installation shall comply with the latest versions of:

- Lifts Regulations 2002 (Act No. V of 2001)
- MSA EN 81 – 2: 2010 & MSA EN 81-70 including the A3 Amendment
- European Parliament and Council Directive 95/16 EC
- I.E.E Wiring regulations
- Electricity Supply Regulations as issued by the Enemalta Corporation.
- Design Guidelines Access for All (Clause 7.5: Passenger Lifts)
- Legal Notice 370 of 2002, as amended by Legal Notice 232 of 2008
- **Any other regulations, Directives and Legal Notices which may come into force during the tendering period or before works are completed.**

Any deviations from the above standards must be clearly indicated by the contractor at tendering stage.

8.5.4 Fire-rated entrance assemblies: Opening protective assemblies including frames, hardware and operation, shall be fire resistant for a specified period of one hour.

8.5.5 Inspection and testing: Lift Installer shall:

- i. Obtain and pay for all required inspections, tests, permits and fees for the lift installation.
- ii. Arrange for inspections and make required tests.
- iii. Satisfy the requirements for CE conformity regarding the placement of the lift in service as per Lifts Regulations 2002.

8.6 Project Conditions

8.6.1 The lift **shall not be used for any purpose** during the construction period.

8.6.2 When the offers are evaluated, it shall be assumed that the respective Tenderers are well aware of the site conditions and have assured themselves of the necessary works required, verified all critical dimensions and examined supporting structures and all other conditions under which the lift work is to be installed.

8.6.3 On tender submission the Tenderer, unless notifying in writing any unsatisfactory site conditions to be corrected, is accepting the existing site conditions and the responsibility for satisfactory lift performance

8.6.4 Any deviations from the specifications, as well as valid reasons, must be clearly indicated by the contractor at tendering stage.

8.7 Examination Certificate

A copy of the CE conformity certificate issued by a Notified Body shall be forwarded to the Client after the lift is commissioned and the guarantee period falls into effect as from the date of acceptance of such certificate. Six-monthly examination certificates shall then be submitted to the Client until the guarantee period expires.

8.8 Maintenance

8.8.1 Preventive maintenance and call back service shall be included in the offer for a period of **24 months** for the lift from date of the initial Examination Certificate. Service shall consist of periodic examination of the equipment, adjustment, lubrication, cleaning, and supply of parts to keep the lift in proper operation.

i. Maintenance work, including emergency call back repair service, shall be performed by trained employees of the lift contractor during regular working hours. This service shall not be subcontracted. This service shall not cover adjustments, repairs or replacement of parts due to negligence, misuse, abuse or accidents caused by persons other than the lift contractor. The maintenance work including servicing work shall be logged in a maintenance book purposely kept at the Client's Offices.

ii Only genuine parts and supplies as used in the manufacture and installation of the original equipment shall be provided. The supply of spare parts has to be guaranteed up to the next ten-(10) years following the award of the contract.

iii Lift manufacturer shall have a local representative service office and full time service personnel.

8.8.2 The Tenderer shall include in his price for a periodic preventive maintenance (minimum 6 annual visits) during the guarantee and maintenance period.

8.9 Bad Workmanship

8.9.1 The Engineer in charge shall, during the progress of the works, have power to order the removal within such reasonable time or times as may be specified in the order, of any materials which in his opinion are not in accordance with the specifications or his instructions; the substitution by proper materials; and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with drawings, specifications or instructions, and the Contractor shall forthwith carry out such order at his own cost.

8.9.2 In case of default on the part of the Contractor to carry out such order, the Engineer in charge shall have power to employ and pay other persons to carry out such work and all expenses consequent thereon or incidental thereto shall be borne by the Contractor and shall be recoverable from him or may be deducted from any moneys due or that may become due to him.

8.9.3 **The Contractor shall replace at his expense any work, which is proved to be defective even after completion.**

8.10 Product Technical Specifications

Any deviations from the specifications, as well as valid reasons, must be clearly indicated by the contractor at tendering stage. The lift shall be supplied and installed as per regulations, legal notices and directives listed in 8.5.3 above.

8.11 Hoist way Equipment for Traction Elevator

8.11.1 *The tender price is to include but is not necessarily limited to the following in order to provide a complete installation for the lift:*

- i. Car Frame and accessories
- ii. Guide Rails: Steel, T solid section.
- iii. Guide Shoes.
- iv. Guide Rail Lubricators.
- v. Buffers.

- vi. Gearless traction motor.
- vii. Ropes.
- viii. Automatic Terminal Limits
- ix. Automatic Self-Levelling: Provide a lift with a self-levelling feature to automatically bring the car to the floor landings and correct for over travel or under travel. Self-levelling shall, within its zone, be automatic and independent of the operating device. The car shall be maintained approximately level with the landing irrespective of its load. Tolerance to be maximum $\pm 5\text{mm}$
- x. Wiring: Provide all necessary hoist way wiring included in the scope of the elevator system, in accordance with the Current Edition of the I.E.E Wiring Regulations.
- xi. Emergency Terminal Stopping Device: Provide emergency terminal stopping devices for speeds as per MSA EN 81-1: 2000.
- xii. Safety gear (Double acting progressive type).

8.11.2 The power unit for the lift must include but is not limited to the following:

- i. Power Unit: A self-contained unit consisting of the following items:
 - VVVF drive traction motor.
 - Traction sheave.
- ii. Power controller shall contain electrical contactors; electro-mechanical switches and thermal overload relays. Mount components in a minimum IP10 enclosure. Logic control system shall be microprocessor based and protected from environmental extremes and excessive vibrations.
- iii. Motor needs to be power factor corrected.

8.12 Hoist way Entrances

8.12.1 Doors and Frames: Provide complete hollow metal type hoist way entrances at each hoist way opening.

8.12.1 Doors and Frames:

- i. Manufacturer's standard entrance design: consisting of 14-gauge frames with 50 mm profile, 16-gauge doors, hangers, hanger supports, hanger covers, fascia plates, sight guards, and necessary hardware.
- ii. Lift wall interface with hoist way entrance assembly shall comply with elevator manufacturer's requirements.
- iii. Doors shall be of flush construction with internal channel reinforcements.
- iv. Frames shall be of the formed construction type.
- v. Doors and Frames shall be IP 54 rated.

8.12.2 Interlocks: Each hoist way entrance shall be equipped with an approved type tested interlock as required by MSA EN81-1: 2000. Interlock shall be designed to prevent operation of the car away from the landing until the doors are locked in the closed position as defined by the specified standard and shall prevent opening the doors at any landing from the corridor side unless the car is at rest at that landing or is in the levelling zone and stopping at that landing.

8.12.3 Door Hanger and Tracks: Provide sheave type two point suspension hangers and tracks for each hoist way sliding door.

- i. Sheaves: Polyurethane tires with ball bearings properly sealed to retain grease.
- ii. Hangers: Provide an adjustable slide to accommodate the up-thrust of the doors.
- iii. Tracks: Drawn steel shapes, smooth surface and shaped to conform to the hanger sheaves.

8.13 Car Enclosure

- i. Cabin Finish: Cabin walls shall be finished in glass panels set in a **patterned scratchproof stainless steel** frame. The non-glass parts of the lift car including rounded corners and trim shall also be in patterned scratchproof stainless steel.
- ii. Car roof: Capable to support two persons at any position without any permanent deformation.
- iii. Car and Landing Doors Finish: Car front and door finish shall also be **patterned scratchproof stainless steel. (Brushed steel finish will NOT be accepted). The rear of the landing doors and the door operators shall be provided with stainless steel covers for aesthetic neatness.**
- iv. Cabin trim: All cabin trim including rounded corners and control panel shall be in **patterned, scratchproof stainless steel (Brushed steel finish will NOT be accepted).**
- v. Ceiling: Suspended type, including LED lighting.
- vi. Emergency Car Lighting: An emergency power unit employing a 3 hour, sealed rechargeable battery and totally static circuits shall be provided to illuminate the elevator car and provide current to the two alarm bells in the event of building power failure.
- vii. Ventilation: A force draught exhaust fan shall be mounted on the car top. The fan shall operate only when the lift is occupied.
- viii. Doors: Hang doors on sheave type hangers with polyurethane tires that roll on a polished steel track and are guided at the bottom by non-metallic shoes sliding in a smooth threshold groove. Doors shall incorporate both electrical and mechanical locking devices.
- ix. Handrail: Provide 45 to 50mm diameter handrail at 900mm height from floor on all wall sides.
- x. Kick plate: 100 mm high made of patterned scratchproof aluminium
- xi. Finished Floor: **One solid marble slab to match the door sill/floor as directed by the architect in charge.**
- xii. Car Control Panel: This should be between 900 mm and 1200 mm above the floor and located inside the car on a side wall at least 400 mm in from the door wall.
- xiii. Intercom set: Permanently installed, capable to communicate with the lift pit, machine room and on top of the cabin. Intercom is to contain inductive couplers to help hearing-aid users.
- xiv. Warning Sign: An appropriate warning sign giving instructions on the use of the rescue service system via the auto-dialler shall be included in the cabin on or near the control panel.

8.14 Door Operation

- 8.14.1 A door operator with a VVVF motor shall be provided to operate the car and hoist way doors simultaneously. The microprocessor based door operator system should operate under closed loop, automatically correcting any variations in the command profile. Door movements shall be electrically cushioned at both limits of travel and the door operating mechanism shall be arranged for manual operation in event of power failure. Doors shall automatically open when the car arrives at the landing and automatically close after an adjustable time interval (minimum 10 seconds) or when the car is dispatched to another landing.
 - i. No Unnecessary Door Operation: Car door shall open only if the car is stopping for a car or hall call, answering a car or hall call at the present position or selected as the next car up.
 - ii. Nudging Operation: The doors shall remain open as long as the electronic detector senses the presence of a passenger or object in the door opening. If the infrared door protection system detects a person or object while closing, the doors will stop and resume closing after the obstruction has been removed.
 - iii. Limited Door Reversal: If the doors are closing and an infrared beam is interrupted, the doors will reverse and reopen partially. After the obstruction is cleared, the doors will begin to close.
 - iv. Doors' Closing speed: This shall not be greater than 0.3m/s

- 8.14.2 A door protection system shall be included using **full curtain type infrared light beams**. The beams shall project across the car opening detecting the presence of a passenger or object. If door movement is obstructed, the doors shall immediately reopen.

8.15 Car Operating Station

- 8.15.1 *General*: A panel shall be provided which contains a bank of illuminated push buttons with tactile indication of each floor adjacent to the call button to correspond to the landings served, an emergency call button (clearly identified) and, door open and door close buttons, switches for lights and exhaust fan, key switches for inspection, and message indicators for lift operation. The emergency call button shall be connected to two bells that serve the emergency signal. The bells shall be situated in prominent locations as instructed by the Engineer. All buttons to have both raised markings and Braille markings. The controls shall be mounted on a panel located on a sidewall 400 mm from the doorjamb. It shall be installed at a minimum height of 900 mm and maximum height of 1200 mm.
- 8.15.2 *Position Indicator*: A display car position indicator shall be integral to the car-operating panel. As the car travels, its position in the hoist way shall be indicated by the illumination of the alpha/numeric character corresponding to the landing, which the lift is stopped, or passing.
- 8.15.3 *Voice and visual indicator*: The voice and visual indicator will be included in the car-operating panel, indicating the weight present in the car, or any passenger overloads. The voice and visual indicator shall also give notification of the floor reached.
- 8.15.4 *Emergency Light*: An emergency light and capacity plate shall be integrated into a module. Emergency light shall illuminate automatically upon loss of the building's normal power supply.
- 8.15.5 Special Accessories shall include:
- i. CE marking.
 - ii. Name and contact number of supplier.
 - iii. Identification number of lift.
 - iv. The operation of the call button from inside the cabin for Level 1 shall be activated by means of a separate key switch inside the cabin.

8.16 Control Systems

- 8.15.1 Contoller: The lift control system shall be microprocessor based and operate on extra low voltage. Control of the lift shall be automatic in operation by means of push buttons in the car numbered to correspond to floors served, for registering car stops, and by "up-down" push buttons at each intermediate landing and "call" push buttons at terminal landings. **The control system shall be of the full collective type.**
- 8.15.2 The car shall be operated with a single set of **vandal proof** push Buttons, one for each floor served. Registration of a call by momentary pressure on a button shall cause the corresponding call to be entered and the button to illuminate.
- 8.15.3 Maintenance control gear. Up/Down/ close/open Emergency Stop/ Control and inspection buttons to be installed in machine room as well as top of car. An emergency lift control cut out shall also be provided in the pit
- 8.15.4 The overload control device should prevent a start of a journey when the load exceeds the lift's rated loads. The cabin shall not move until the correct load is present in the car.

8.17 Hall Stations

- 8.17.1 *General*: Hall stations shall be provided with necessary **vandal proof** push buttons for lift operation. Buttons shall illuminate to indicate call has been registered at that floor for the indicated direction. Each hall station shall be installed at a minimum height of 900 mm and maximum height of 1200 mm from floor.
- 8.17.2 *Hall Lanterns*: A hall lantern with an audible signal shall be installed at each landing entrance for the lift. The lanterns, when illuminated, shall indicate the lift car which shall stop at the landing and in what direction the car is set to travel. When the car reaches a predetermined distance from the floor where it is going to

stop, the corresponding hall lantern shall illuminate and the signal shall sound. The hall lantern shall remain illuminated until the car doors close in preparation for leaving the floor.

8.18 Machine Room

The lift is a machine room-less (MRL) type lift and the controller is to be installed next to the landing door at the highest level.

When the offers are evaluated, it shall be assumed that the respective Tenderers are well aware of the site conditions. It is then the contractor's responsibility to put the lift in place without damaging the equipment, the surrounding areas or third party property.

8.19 Miscellaneous Lift Components

8.18.1 Vibration Pads shall be mounted under the traction motor assembly to isolate the unit from the building structure.

8.18.2 Three phase motor protector is to be supplied and installed for each motor. The motor protector is to automatically isolate the power supply to the motor in event of: phase loss, phase reversal, 9% voltage difference between phases; voltage goes down below under voltage settings, the voltage goes over voltage settings.

Any deviations from the specifications, as well as valid reasons, must be clearly indicated by the contractor at tendering stage.

8.20 Examination

8.20.1 Before starting works, the contractor should verify all critical dimensions, and examine supporting structures and all other conditions under which the lift work shall be installed.

8.20.2 Installation constitutes acceptance of existing conditions and responsibility for satisfactory performance.

8.21 Installation

8.21.1 The Contractor shall install the lift system components and co-ordinate installation.

- i. Competent lift installation personnel in accordance with Lifts Regulations 2002 and MSA EN81-1: 2000, manufacturer's installation instructions and approved shop drawings shall perform all the installation work.
- ii All electrical installation work shall fully comply with The latest edition of the I.E.E wiring regulations.

8.21.2 All work shall be performed by competent, skilled workmen under the direct control and supervision of the elevator manufacturer's experienced foreman. The contractor shall be fully responsible for the design, supply and mounting of the lift.

8.21.3 Works shall be performed in accordance with a submitted works program.

8.22 Field Quality Control

8.22.1 Upon completion of each installation and before permitting use of lifts, acceptance tests shall be performed as required by the Lifts Regulations 2002.

8.22.2 The Engineer shall be notified in advance of dates and times tests are to be performed on the lifts.

8.22.3 Test certificates shall be handed over to the Engineer in charge.

8.23 Adjusting

Necessary adjustments shall be made to operating devices and equipment to ensure that each lift operates smoothly and accurately.

8.24 Cleaning

- 8.23.1 Before final acceptance, factory protection of the finished surfaces shall be removed. Surfaces shall be cleaned and polished in accordance with manufacturer's recommendations for type of material and finish provided.
- 8.23.2 At completion of lift work, all tools, equipment, and surplus materials shall be removed from the site. Equipment rooms and hoist way shall be cleaned. All trash and debris shall be removed from site.

8.25 Protection

At time of Substantial Completion of lift work, or portion thereof, provide suitable protective coverings, barriers, devices, signs, or other such methods or procedures to protect lift work from damage or deterioration. Protective measures shall be maintained throughout the remainder of the installation period.

8.26 Demonstration

- 8.26.1 Instruct the Client's identified personnel in proper use, operations, and daily maintenance of the lift. Review emergency provisions, including emergency access and procedures to be followed at time of failure in operation and other building emergencies.
- 8.26.2 A final check of the operation of the lift shall be carried out with Engineer present, immediately before the date of the Test Certificates. During this test, it shall be determined that control systems and operating devices are functioning properly.

8.27 Electrical Works

8.27.1 Scope of Works

The Contractor shall provide electricity supply to the lift from existing switchroom by means of XLPE-insulated armoured cable to BS5467 (or equivalent), neatly clipped to existing building structure as directed by the Engineer. Contractor shall supply, install and connect compatible moulded case circuit breaker (MCCB) of appropriate rating in existing panel-board and 4-pole isolator in lift machinery area.

8.27.2 Regulations and Standards

The Electrical Works shall conform to the latest issues of the following regulations and standards:

- BS 7671 (IEE Wiring Regulations), "Requirements for Electrical Installations" including amendments.
- Local Electricity Supply Regulations
- Latest relevant MSA EN Standards and the standards specified.

8.27.3 Electrical Supply

The electrical supply available on site shall be 400/230 Volt (+/- 10%), 50 Hz (+/- 1%), three phase, four wire. The supply will be available through a main isolator panel installed by third parties. The main rotary type isolator will be installed by the lift control cabinet. This shall be lockable.

8.27.4 PVC Conduit and Fittings

- 8.27.4.1 PVC conduit and fittings shall conform to BS 4607 and shall be of heavy gauge. Conduit shall be jointed and terminated utilising the appropriate components as supplied by the conduit manufacturers.
- 8.27.4.2 Conduit shall be adequately supported with allowance for expansion and contraction under normal working temperature variations. Supports are to be at one metre intervals.
- 8.27.4.3 Conduit buried in walls shall have 5mm depth of cover whilst the extent of conduit trench works are to be limited to the space required for conduit and fittings in order to avoid structural damage. Particular attention is to be paid in trench works on hollow-brick walls.

8.27.4.4 Horizontal chases are to be avoided and large openings (such as for conduit boxes) are to be reinforced by proper plastering as part of the conduit installation price.

8.27.4.5 External conduit installations shall be rendered watertight.

8.27.5 Armoured Cable - 600/1000V Grade

8.27.5.1 Armoured cables of the 600/1000V grade shall conform to BS 5467 and shall be stranded copper conductor, cross-linked polyethylene insulated, PVC bedded, galvanized steel wire armoured and PVC sheathed.

8.27.5.2 Cables shall be installed in one length between equipment and no joints are to be installed.

8.27.5.3 The neutral conductor shall have the same cross-section as the phase conductor.

8.27.5.4 Termination of cables shall be with appropriate manufacturer's recommended glands with brass earth tags in line with BS 6121. Types CW glands are to be used where a moisture-proof seal onto the cable's sheath over armour is required. Compression type terminals to BS 4579 are to be used for termination of the conductors.

8.27.5.5 The price for armoured cables shall include the supply and installation of glands, terminals, cleats and cable ties as required including earth connections.

8.27.6 Moulded Case Circuit Breaker (MCCB)

8.27.6.1 MCCB shall be 3 poles as specified, fixed type, and are to have thermal and magnetic trip elements on each pole plus a push-to-trip button to trip the breaker for test purposes. Facilities for adjustment of the trip settings for overload shall be provided. Terminals are to be large enough for termination of the specified cables. The circuit breakers shall have a toggle type handle for manual operation and clear indication of the main contact status i.e. ON, OFF or TRIPPED. The MCCB rating should be easily seen when the MCCB is mounted in the panel board. Padlocking facilities in the OFF position shall be provided.

8.27.6.2 The MCCB shall be suitable for isolation in the OFF position and are to have the following electrical characteristics as per IEC 947-2 and EN 60947-2:

8.28 Warranty and Maintenance

8.28.1 All items of equipment in this offer and the installation as a whole shall be covered by a 24 month full warranty on material, equipment and workmanship. The successful bidder is expected to fully maintain the equipment supplied and keep the system in perfect working order for a period of 24 months from the date of commissioning.

8.28.2 The tender price shall include regular periodic maintenance for the duration of the guarantee period (24 months). **Payment of the maintenance cost shall be made at the end of every 6 month period. No payment shall be made before the period in question.** If the contractor shall not carry out the maintenance as per schedule supplied with the offer, payment shall not be made. The Tenderer shall submit together with his offer a detailed maintenance schedule including the frequency of the visits and details of the works or checks to be carried out during these visits. Fees and instructions for emergency callouts shall also be included in the schedule.

8.29 Client's Obligations

8.29.1 During the maintenance period, the Client shall:

- a. Not make any modifications or carry out any maintenance or adjustments to the equipment without the Supplier's written consent.
- b. Not move the equipment from its location without the Supplier's written consent.
- c. Make available free of charge all facilities and services reasonably required by the Supplier to perform the services required under this agreement.

8.29.2 The services rendered under this contract exclude:

- a) Any labour cost or parts required as a result of damages caused by accidents, fire, flood, lightning and other acts of God, neglect, misuse, malicious act, act of violence, environmental conditions outside those specified by the equipment manufacturer, electrical current fluctuations.
- b) Any maintenance work required due to the use of supplies not approved by the Supplier.
- c) Replacement of consumable items.

TENDER FORM

(A separate, distinct Tender Form must be submitted for EACH OPTION – if applicable - submitted)

Place and Date: Malta – 2014

Publication reference: MJLG 3/2014

Name & address of Contracting Authority: Ministry for Justice and Local Government
30, Treasury Street
Valletta

SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF A MACHINE-ROOM-LESS TRACTION TYPE PANORAMIC PASSENGER LIFT INCLUDING A GLASS AND STEEL ENCLOSURE AT THE PARLIAMENTARY SECRETARIAT FOR JUSTICE, TREASURY STREET, VALLETTA.

Advert № MJLG 3/ 2014

A TENDER SUBMITTED BY

	Name(s) of tenderer(s)	Nationality
Leader		
Partner 2*		
Etc ... *		

* add/delete additional lines for partners as appropriate. Note that a sub-Contractor is not considered to be a partner for the purposes of this tender procedure. If this tender is being submitted by an individual tenderer, the name of the tenderer should be entered as 'leader' (and all other lines should be deleted)

B CONTACT PERSON (for this tender)

Name	
Address	
Telephone	(____) _____
Mobile	(____) _____
Fax	
E-mail	

C TENDERER'S DECLARATION(S)

To be completed and signed by the tenderer (including each partner in a consortium).

In response to your letter of invitation to tender for the above contract, we, the undersigned, hereby declare that:

- 1 We have examined, and accept in full and in its entirety, the content of this tender document (including subsequent Clarifications Notes issued by the Contracting Authority) for invitation to **Advert № MJLG 3/ 10th October, 2014**. We hereby accept the contents thereto in their entirety, without reservation or restriction. We also understand that any disagreement, contradiction, alteration or deviation shall lead to our tender offer not being considered any further.
- 2 We offer to provide, in accordance with the terms of the tender document and the conditions and time limits laid down, without reserve or restriction, the services indicated on the Schedule of Prices and Rates.
- 3 The price of our tender (inclusive of VAT, duties, other taxes and any discounts) is:

€ _____
- 4 This tender is valid for a period of 3 months from the final date for submission of tenders.
- 5 We are making this application in our own right and [**as partner in the consortium** led by < name of the leader / ourselves >] for this tender. We confirm that we are not tendering for the same contract in any other form. [We confirm, as a partner in the consortium, that all partners are jointly and severally liable by law for the performance of the contract, that the lead partner is authorised to bind, and receive instructions for and on behalf of, each member, and that all partners in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's performance]. We are fully aware that, in the case of a consortium, the composition of the consortium cannot be modified in the course of the tender procedure.
- 6 We are not bankrupt or under an administration appointed by the Court, or under proceedings leading to a declaration of bankruptcy. We also declare that we have not been convicted criminally, or found guilty of professional misconduct. Furthermore, we are up-to-date in the payment of social security contributions and other taxes.
- 7 We accept that we shall be excluded from participation in the award of this tender if compliance certificates in respect of declarations made under Clause 6 of this declaration are not submitted by the indicated dates.
- 8 We have no potential conflict of interests or any relation with other candidates or other parties in the tender procedure at the time of the submission of this application. We have no interest of any nature whatsoever in any other tender in this procedure. We recognise that our tender may be excluded if we propose key experts who have been involved in preparing this project or engage such personnel as advisers in the preparation of our tender.
- 9 We will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any false, inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the Government of Malta and the European Communities.
- 10 I acknowledge that the Contracting Authority shall request rectifications in respect of incomplete/non-submitted information pertinent to the documentation listed in clause 2.1.3. We understand that such rectification/s must be submitted within two (2) working days, and will be subject to a non-refundable administrative penalty of €50, and that failure to comply shall result in our offer not being considered any further.

- 11** We note that the Contracting Authority is not bound to proceed with this invitation to tender and that it reserves the right to cancel or award only part of the contract. It will incur no liability towards us should it do so.

Name and Surname: _____

I.D. / Passport Number: _____

Signature of tenderer: _____

Duly authorised to sign this
tender on behalf of: _____

Company/Lead Partner VAT No: _____
(if applicable)

Stamp of the firm/Company: _____

Place and date: _____

TENDERER'S DETAILS

Name of Tenderer/Joint Venture/Consortium	..........
Address	..........
Manufacturer	.....
Country of Origin	.....
Trading Licence No.	.....
VAT Registration Number (if applicable)	.....
Name of Contact Person	.....
I.D. / Passport Number	.....
Signature	.....
Date	.....

DATA ON JOINT VENTURE/CONSORTIUM (if applicable)

Name	.....
Managing Board's Contact Details	Address: Telephone: Fax: Email:
Agency in the state of the Contracting Authority, if any (in the case of a Joint Venture/Consortium with a foreign lead partner)	Address: Telephone: Fax: Email:
Names of Partners	(i) (ii) (iii) (iv)
Name of Lead Partner	.....
Agreement governing the formation of the Joint Venture/Consortium (Enclose Joint Venture/ Consortium Agreement)	
Place of Signature	Date of Signature:
.....
Proposed proportion of responsibilities between partners (in %) with indication of the type of the works to be performed by each* * The Company acting as the lead partner in a joint venture/consortium, they must have the ability to carry out at least 50% of the contract works by its own means. If a Company is another partner in a joint venture/consortium (i.e. not the lead partner) it must have the ability to carry out at least 10% of the contract works by its own means	
..... -% -%
..... -% -%

Signature: _____

(the person or persons authorised to sign on behalf of the tenderer)

Date:

SUB-CONTRACTING *(if applicable)*

If the tenderer plans to sub-contract part of the works, he/she must provide the following details:

Service/s intended to be sub-contracted	Name and details of sub-contractors	Value of sub-contracting as percentage of the total cost	Experience in similar services (details to be specified)

Signature:

(the person or persons authorised to sign on behalf of the tenderer)

Date:

Statement on Conditions of Employment

<p>Tenderers are to ensure that self-employed personnel are not engaged on this contract. Non-compliance will invalidate the contract.</p>

It is hereby declared that all employees engaged on this contract shall enjoy working conditions such as wages, salaries, vacation and sick leave, maternity and parental leave as provided for in the relative Employment Legislation. Furthermore, we shall comply with Chapter 424 of the Laws of Malta (Occupational Health and Safety Authority Act) as well as any other national legislation, regulations, standards and/or codes of practice or any amendment thereto in effect during the execution of the contract.

In the event that it is proved otherwise during the execution of the contract it is hereby being consented that the contract is terminated with immediate effect and that no claim for damages or compensation be raised by us.

Signature:

(the person or persons authorised to sign on behalf of the tenderer)

Date:

TECHNICAL DATA ON LIFT FORM

Item no	Description	Specification	Tender Offer for Lift at the Parliamentary Secretariat for Justice, 30 Old Treasury Street, Valletta.
	Lift Manufacturer		
	Model / Type		
1	Elevator type	MRL Traction elevator : Passenger	
2	Quantity	1	
3	Transmission Type	2:1 or 1:1 (gearless)	
4	Capacity	6 person	
5	Speed	Rated 0.85 – 1.0 m/s	
6	Motor Starts per hour	180 s/hr	
		Certificate from motor manufacturer as per 1.2.8	
7	Voltage- Power Mains	3ph-400V (+&- 10%) 50 Hz	
8	Voltage – light Mains	1 ph – 230V 50 Hz	
9	Number of stops	4	
10	Number of entrances	4 in-line	
11	Total Elevator Travel Height (Rise)	Approx. 11 m	
12	Head Room/Clear Overhead	3.85m	
13	Car Internal Dimensions (W x D)	1100 x 1400 mm minimum	
14	Inside Cab height	2100 mm	
15	Well dimensions (W x D)	Approx. 1,800 (w) x 1,800 (d) (External)	
		Permanent shaft lighting – Fittings to be suitable for a panoramic lift enclosure IP 54	
16	Pit depth dimensions	Depth 1200 mm	
		Ladder	
		RCD type socket outlet-supplied through machine room	
		Drain facilities To include sump and pump.	
		Safety/maintenance switch in pit	
17	Location of machine room	MRL – sited on the top floor	
18	Control system	Full Collective	
19	Levelling accuracy	(+/- 5 mm)	
20	Controls & fittings in Cabin	Door open/hold	
		Push button for Alarm bell	
		Floor address buttons – have Braille markings & illumination	
		Extractor fan with automatic activating switch	
		Wired communication compartment complete with warning sign giving instructions regarding the use of the rescue service.	
		Display position indicator	
		Overload indication – visual & audible	
		Indirect lighting	
		3hrs Battery back- up for emergency lighting and alarm	
21	Control on landings	Lift call button	
		Display position indicator at all landings.	
22	Lift motion controller	Passenger overload device	
23	Maintenance controls	On top of cabin and in machine room	
		13A socket outlet on car roof	

Item no	Description	Specification	
24	Car construction	Acoustic linings	
		Car roof to support two persons	
		Hand Rail / Balustrade to be installed on car roof according to EN81	
25	Cabin / Wall finishes	Glass panels in a patterned scratchproof stainless steel frame. (Brushed steel will NOT be accepted)	
		Hand Rail.	
		Patterned stainless steel kick plate 100mm high.	
26	Floor finishes	Single solid marble slab as specified.	
27	Car doors	(W x H) 900 x 2000 mm	
		Clear opening (mm) 900	
		Automatic opening	
	Finish	Patterned scratchproof stainless steel. (Brushed steel finish will NOT be accepted)	
28	Landing doors	(W x H) 900 x 2000 mm	
		Clear opening (mm) 900	
		Automatic opening	
	Finish	Patterned scratchproof stainless steel. (Brushed steel finish will NOT be accepted)	
		1 hour Euro Standard fire rating	
		Emergency lock key	
29	Car Safety Gear	An instantaneous type safety device	
		Emergency Passenger Evacuation Device; lowering car to exit level; Automatic with door opening.	
		Door closing force limiter	
		Full curtain detection beams	
		Overload device preventing start of journey when cabin load exceeds rated load	
		Intercom between cabin, pit and machine room	
		Final limit switch at top and bottom terminal landings	
		Emergency manual emergency lowering or raising	
		Electromechanical locks on all doors	
		Over speed device	
		Motor overload and phase failure protection device	
33	Installation and Equipment Guarantee	24 months	
34	Guarantee on the structure as per clause 8.4.1.1	20 years	
35	Maintenance	24 months	

Signature:

(the person or persons authorised to sign on behalf of the tenderer)

Date:

SCHEDULE OF PARTICULARS FOR LIFT FORM

Rated kW. of Motor:	
Full Load Current of Lift	
Starting Current of Lift:	
Motor starts per hour rating:	
Manufacturer of motor:	
Motor Types:	
Type of control system:	
Manufacturer of controller:	
Manufacturer of door & limit switches:	
Manufacturer of door mechanism:	
Number of lift ropes and manufacturer name:	
Levelling accuracy of lift:	
Type of safety gear and manufacturer:	
Type of buffers underneath car and counterweight:	

Signature:

(the person or persons authorised to sign on behalf of the tenderer)

Date:

PERIODS OF COMPLETION FORM

The Tenderer is to state hereunder the periods proposed during which the work will be carried out in accordance with Clause 8.2

Phase 1

Delivery of equipment to Malta: _____ weeks.

Phase 2

Installation of lifts
and other related services:
_____ weeks.

Phase 3

Running, testing and handing
over of complete installations: _____ weeks.

Signature:
(the person or persons authorised to sign on behalf of the tenderer)

Date:

SCHEDULE OF PRICES & RATES

(To be completed by the Tenderer or an Authorised Representative)

Item	Description	Unit	Qty.	Unit Price incl. VAT	Total inc. VAT
A	LIFT ENCLOSURE, CLADDING, CIVIL WORKS & TIMBER WORKS				
A1	Design, Supply and install on site a galvanised steel/glass lift enclosure as specified in the attached Tender Dossier. Outside Dimensions not to exceed 1.8 x 1.8m	Lump	Sum		
A2	Design, Supply and install on site an aluminium cladding as per drawing and specifications.	Lump	Sum		
A3	Design, Supply and install on site a solid iroko window at first floor level approximately 2.3m wide by 2.6m high including laminate glass, stainless steel hardware and finishing as per drawings and specifications.	Lump	Sum		
A4	Design, Supply and install on site a solid iroko window at second floor level approximately 2.3m wide by 3.1m high including laminate glass, stainless steel hardware and finishing as per drawings and specifications.	Lump	Sum		
A5	Design, Supply and install on site a solid iroko window at third floor level approximately 2.3m wide by 3.3m high including laminate glass, stainless steel hardware and finishing as per drawings and specifications.	Lump	Sum		
A6	Carefully remove and load and cart away part if parapet wall and existing timber and glass windows as indicated in drawings. Rate to include for disposal of resultant material.	Lump	Sum		
A7	All necessary civil works and builders work as Specified in order to complete the lift enclosure. This item shall include excavation as required, construction of lift pit walls and damp-proofing, the formation and completion of foundations and supports for the enclosure and the provision of the lift pit.	Lump	Sum		
B	ELECTRICAL SUPPLY				
B1	Supply, lay and connect XLPE armoured cable 4x16sq.mm. as specified, including cleats, glands, lugs and all necessary hardware	m	25		
B2	Modify and replace existing distribution board as specified to include main 100A and lift switchgear.	Lump	Sum		
B3	Supply, install and connect 4-pole isolator of the lockable rotary type.	No.	1		
B4	Test existing electrical installation.	Lump	Sum		
B5	Compile and submit application for upgrading of electricity service, excluding fees.	Lump	Sum		

C	LIFT INSTALLATION				
C1	Supply, delivery and installation as specified of MRRL traction lift with 4 stops as specified. This includes all the necessary items of works. All works necessary for the complete and successful installation of the lift shall be deemed to be included in the price. Tenderers are required to carefully examine the site and the tender specifications as all items required must be catered for in the tendered rate.	No.	1		
C2	Preventive Maintenance of Passenger Lift for 24 months after commissioning.	Lump	Sum		
C3	Certification by an accredited Engineer, testing and handing over Passenger Lift in perfect running order.	Lump	Sum		
C4	Engineer's six-monthly reports for the duration of the Guarantee Period, i.e. 24 months	Lump	Sum		
D	RESTORATION WORKS IN INTERNAL YARD				
1.00	Excavation Works				
	Preamble				
	All rates are deemed to include the dumping fee for dumping the material into a site as approved in the relevant local dumping legislation.				
	All excavated material volumes are measured net before excavation of material. Rates are deemed to include costs of increase in bulk material when excavated.				
	Rates are deemed to include for temporary retaining boards, strutting, additional excavation required for planking and strutting and for working around existing services.				
	The rates for excavation of trenches and inspection chambers are deemed to include for double handling of material and for using excavation hand tools to clear the material.				
1.01	Take up existing cement tiles and excavate in any type of material to reduce level by 200mm. Rate is	m ²	22		

	to include for carting away resulting material to an approved dumping site.				
2	Tiling Works				
	<u>Preambles:</u>				
	Unless otherwise specifically stated in Bill of Quantities the following shall be deemed to be included with all items:				
	a) Labour and all cost in connection therewith. b) Fitting and fixing materials in position c) Materials and all cost in connection therewith. d) Plant and all cost in connection therewith. e) Waste of materials. f) All straight and/or curved cutting. g) Establishment charges, overhead charges and profit. h) All works are to be to the approval of the architect in charge.				
	<u>Measurement:</u>				
	Quantities are measured net and rates are to include for all waste and straight or curved cutting.				
2.01	Supply, spread and lay to falls sand material to a depth not exceeding 60mm under paving slabs. Rate is to include for compacting and wetting material.	m ²	18		
2.02	Supply and install polythene sheeting gauge 1000 in vertical/horizontal damp proofing.	m ²	54		
2.03	Supply and lay in cement/sand mortar 400mm x 400mm x 60mm thick white hard stone paving slabs. Rate is to include for the grouting of joints with material approved by the architect-in-charge.	90	18		
3.00	Drainage Works				
	<u>Preambles</u>				
	Pipes shall be measured in metres over all fittings and branches.				
	All builder's work including holes in walls, ceiling slabs, beams, etc, shall be deemed as included.				

	Rainwater/Foul Drainage				
3.01	Excavate trench in any type of ground for drain pipes not exceeding 105mm diameter and backfill.	m	9		
3.02	Concrete Grade C15 in bed and square surround, min 150mm thick to 110mm diameter pipes in trench.	m	9		
3.03	Supply and install 110mm diameter heavy duty PVC pipes, including laying and jointing in trench.	m	9		
	Extra over drain pipework for				
3.04	PVC bends 110mm diameter	No.	4		
3.05	PVC gulleys 100mm diameter	No.	2		
3.06	PVC hoppers over gulleys	No.	2		
3.07	PVC single junctions (Ts, Ys, etc.) 110mm diameter	No.	2		
3.08	PVC screw cap ends 110mm diameter.	No.	2		
	Other				
3.09	Supply and install stainless steel rainwater outlet approximately 150mm by 150mm including connection to rainwater drainage system.	No.	2		
3.10	Provide 75mm diameter PVC sleeves for building services as directed by the Perit in charge. Work is to include for any necessary bends and chasing in walls where necessary and haunching with a sand/cement mix.	m	9		
4	Restoration of niche				
	Repointing of walls				
	Removal of paint, cement pointing and plastering				
	Plaster and paintwork shall be removed by using hand tools such as chisels and spatulas. Cleaning shall be performed in such a way as not to cause any damage to the masonry. Tools shall not leave any marks on the surface of the masonry. No high pressure water lances, grit blasting, abrasive power tools, or chemicals will be used.				
	Raking of Joints				

	Joints shall be cleaned out to a minimum depth of 25mm. A knife blade or bent spike shall be used for this operation. The original mortar is to be left with a square face. If the mortar has disintegrated to such an extent that the joints are largely empty, they shall be deep tamped and, if necessary, hand grouted to fill the joint to the required depth for pointing. If tamped or grouted mortar comes closer to the face than 25mm-38mm it must be cut back to the proper depth and to a square face before pointing.				
	Cutting Out				
	Cutting out to remove dense cement repointing shall be performed using plugging chisels and a toothed masonry chisel. Drilling with masonry drills may be carried out to create an initial breach into a strong mortar. Small carborundum discs may be used in cutting out horizontal joints provided running rules are fixed to the wall as guide to the power tool. Extreme caution is to be used not to cut into the masonry or increase the width of the joint.				
	Cleaning the Joint				
	The prepared face shall be carefully cleaned out with a soft or stiff bristle brush and flushed out with clean water, avoiding unnecessary saturation. All dust and loose material shall be removed, working from top to bottom.				
	Filling the Joint				
	If the joints have dried out after cleaning they shall be re-wetted before placing the new mortar. The mortar shall be pushed into the joint from a board and ironed in with the maximum pressure possible. Pointing irons shall be used to push the mortar evenly into the joint for the full width. The mortar face shall be filled flush or slightly recessed. Mortar shall not be spread over the face of the masonry. A roughened texture shall be produced by stippling with the ends of a stiff bristle brush. The bristles shall not be dragged against the face but tapped against it. This operation shall be performed approximately 16 hours after the mortar is applied (or as indicated by the Architect) and care shall be taken not to remove an excessive amount of mortar during this operation.				
	Mortar Mix				
	Joints shall be pointed using a natural hydraulic lime binder, gauged with sand and water.				
4.01	Remove paint, cement pointing and plastering from niche using hand tools only.	m ²	6		
4.01	Repoint walls including raking of joints, cutting out, cleaning of joints and filling of joint.	m ²	6		
				GRAND	TOTAL

Tenderer's Declaration:

I hereby bind myself with the terms of clause 8.2 regarding delivery of the contract.

Name of Tenderer

Date

ID №

Signature

TENDER SUBMISSION CHECKLIST

The Tenderer is requested to tick in the boxes below to cross check that all documentation required in the Tender Document are completely filled-in and submitted with his/her Tender submission.

- SCHEDULE OF RATES & PRICES
- TENDERER'S DETAILS FORM
- TENDER FORM
- DATA ON JOINT VENTURE/ CONSORTIUM FORM (IF APPLICABLE)
- SUB-CONTRACTING FORM (IF APPLICABLE)
- STATEMENT ON CONDITIONS OF EMPLOYMENT FORM
- EXPERIENCE / MACHINERY DETAILS FORM
- ALL ADDENDA IS ATTACHED WITH THE SUBMISSION (IF ANY)
- TECHNICAL DATA ON LIFT FORM
- SCHEDULE OF PARTICULARS FOR LIFT FORM
- PERIODS OF COMPLETION FORM
- NO ALTERATIONS TO THE DOCUMENT HAVE BEEN MADE

Name of Tenderer

Date

ID No

Signature

MODEL PERFORMANCE GUARANTEE

Head of Directorate concerned

In connection with the agreement entered into between yourself on behalf of the Malta Government and
(Name and Address of Contractor)

Referred to as "the Contractor" as per the latter's tender dated and your Acceptance (Ref.) of thewhereby the Contractor undertook to provide, supply, deliver to site / store, erect complete, hand over in working order and thereafter maintain* in accordance with the terms of the Tender Specifications and Conditions the works/services as mentioned, enumerated or referred to in the Specifications and/or Bills of Quantities forming part of the tender documents, we hereby guarantee to pay you on demand a maximum sum of (amount in words and figures)(€). in case the obligations under the above mentioned agreement are not duly performed by the Contractor.

It is understood that this guarantee will become payable on your first demand and that it shall not be incumbent upon us to verify whether such demand is justified.

For avoidance of doubt it is hereby declared that although this instrument gives rise to legal relations between the guarantor and Government it is hereby specifically declared for all intents and purposes of law that this guarantee does not exempt the above-mentioned Contractor from any obligations, acts of performance or undertakings assumed under the tender documents as ratified in the Contract.

Any payments due to the Contractor in respect of the obligations entered into under the contract above referred to shall be made through this Bank.

This guarantee expires on the and unless it is extended by us or returned to us for cancellation before that date any demand made by you for payment must be received in writing not later than the aforementioned expiry date.

This document should be returned to us for cancellation on utilization or expiry or in the event of the guarantee being no longer required.

.....
(Local Bank) Manager

.....
Accountant

.....
Contractor

I accept in their entirety the conditions set out above

*** Delete as applicable**

DRAWINGS

Existing and Proposed Floor Plans:

<https://mjcl.gov.mt/en/ministry/tenders/Documents/MJLG32014/A01Rev3.pdf>

Existing and Proposed Sections:

<https://mjcl.gov.mt/en/ministry/tenders/Documents/MJLG32014/A02Rev2.pdf>

Existing Elevations:

<https://mjcl.gov.mt/en/ministry/tenders/Documents/MJLG32014/A03.pdf>

Proposed Elevations:

<https://mjcl.gov.mt/en/ministry/tenders/Documents/MJLG32014/A04Rev2.pdf>