



REFERENCE NUMBER: ERDF.PA 5.0106/6

**TENDER FOR THE SUPPLY & INSTALLATION OF COMPOSITE
STEEL & GLAZED DOOR, CHAIRS & LECTERNS FOR ST.
DOMINIC'S PRIORY IN RABAT**

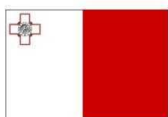
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**at 09:30am
CET/CEST**

Tender Opening: 30 October 2020

**At 10:00am
CET/CEST**



Operational Programme I – European Structural and Investment Funds 2014-2020
"Fostering a competitive and sustainable economy to meet our challenges"
Project part-financed by the European Regional Development Fund
Co-financing rate: 80% European Union Funds; 20% National Funds



Humanitas Foundation c/o St Dominic Priory

St Dominic Square, Rabat, Malta
Project Leader: Fr Christopher Caruana
Tel: 21454592 Email: humanitasmalta@gmail.com

IMPORTANT NOTICE

Submission of Offers

Economic Operators must submit their offer in accordance with the Instructions to Bidders and on the email address provided below.

Prospective Bidders are reminded that when submitting more than one option for a particular quotation, they should submit multiple quotations. Prospective Bidders are reminded to follow the instructions provided below. The Contracting Authority will disqualify Economic Operators who do not abide by the above instructions.

Submission of Financial Offer

Bidders must quote all components of the price inclusive of taxes/charges, customs and import duties and any discounts BUT excluding VAT. **VAT shall be paid in accordance with the current VAT regulations.**

Table of Contents

Table of Contents	3
SECTION 1 - INSTRUCTIONS TO TENDERERS	5
1. General Instructions	5
2. Timetable.....	6
3. Lots	6
4. Variant Solutions	6
5. Financing	6
6. Clarification Meeting/Site Visit/Workshop	6
7. Selection and Award Requirements.....	7
8. Tender Guarantee (Bid bond)	8
9. Criteria for Award	8
SECTION 2 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS.....	9
SECTION 3 - SPECIAL CONDITIONS.....	11
Article 2: Law Applicable.....	11
Article 3: Order of Precedence of Contract Documents	11
Article 4: Communications	11
Article 7: Supply of Documents.....	12
Article 8: Assistance with Local Regulations	12
Article 9: The Contractor's Obligations	12
Article 11: Performance Guarantee.....	13
Article 12: Insurance	13
Article 13: Performance Programme (Timetable)	13
Article 14: Contractor's Drawings/Diagrams	13
Article 15: Tender Prices	14
Article 16: Tax and Customs Arrangements	14
Article 17: Patents and Licenses	14
Article 18: Commencement Order	14
Article 19: Period of Execution of Tasks	14
Article 22: Modification to the Contract	14
Article 25: Inspection and Testing	14
Article 26: Methods of Payment	15
Article 28: Delayed Payments	16
Article 29: Delivery.....	16
Article 32: Warranty	16
Article 35: Breach of Contract.....	16
Article 41: Dispute Settlement by Litigation	16
SECTION 4 - SPECIFICATIONS/TERMS OF REFERENCE ^(Note 3)	18
4.1. General	18
4.2. General Site Management Practices	18
4.3. General Health and Safety Provisions	19
Lot A: Composite Steel & Glazed Door	21
2.1 SCOPE	21
2.2 GENERAL	21
2.3 WELDS.....	21
2.4 FINISH & PRE-TREATMENT OF STEEL SECTIONS	22
2.5 GLAZED ELEMENTS.....	23
2.6 SAMPLES & LITERATURE:.....	24
Lot B: Chairs.....	25
3.1 CONFERENCE CHAIRS	25

3.2	SPEAKER CHAIR: Drawing HF 3.1	25
3.3	VISITOR CHAIRS - STACKABLE type: Drawing HF 3.2	26
Lot C:	Lecterns	27
4.1	CLEAR ACRYLIC LECTERNS	27
SECTION 5 -	SUPPLEMENTARY DOCUMENTATION	28
5.1 -	Draft Contract Form	28
5.2 -	Glossary.....	28
5.3 -	Specimen Performance Guarantee	28
5.4 -	Specimen Tender Guarantee	28
5.4 -	General Conditions of Contract	28

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## SECTION 1 - INSTRUCTIONS TO TENDERERS

### ***1. General Instructions***

- 1.1 In submitting a tender, the tenderer accepts in full and in its entirety, the content of this tender document, including subsequent Clarifications issued by the Non-Governmental Organisation (NGO), whatever the economic operator's own corresponding conditions may be, which through the submission of the tender is waived. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender document. These Instructions to Tenderers complement the General Rules Governing Tenders for NGOs Version 1.0.

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

**Prospective tenderers must submit their offer by depositing it in the tender box, located at St Dominic Square, Rabat, Malta. Prospective tenders take full responsible to submit their offer by the set tender submission deadline.**

**Note:**

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

- 1.2 The subject of this tender is the supply & installation of composite steel & glazed door, chairs & lecterns for St. Dominic's Priory in Rabat.
- 1.3 The place of acceptance of these works and supplies shall be St Dominic's Priory in Rabat, the time-limits for the execution of the contract shall be three months, and the INCOTERM<sup>2010</sup> applicable shall be **Delivery Duty Paid (DDP)**.
- 1.4 This is a Unit Price Contract.
- 1.5 This call for tenders is being issued under an open procedure.
- 1.6 The beneficiary of this tender is the Humanitas Foundation.
- 1.7 This tender is not a reserved contract.

## 2. Timetable

|                                                                                                                                                                                               | DATE       | TIME  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------|
| Clarification Meeting/Site Visit (Refer to Clause 6.1)                                                                                                                                        | 15/10/2020 | 09:00 |
| Deadline for request for any additional information from the NGO<br><br>Clarification requests should be addressed to: <a href="mailto:humanitasmalta@gmail.com">humanitasmalta@gmail.com</a> | 22/10/2020 | 23:00 |
| Last date on which additional information can be issued by the NGO                                                                                                                            | 26/10/2020 | 23:00 |
| Deadline for submission of tenders/Tender opening session<br>(unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering for NGOs)                            | 30/10/2020 | 09:30 |
| * All times Central European Time (CET) / Central European Summer Time (CEST) as applicable                                                                                                   |            |       |

## 3. Lots

3.1 This tender is divided into lots, as follows:

- Lot A - The supply and installation of a Composite Steel & Glazed Door
- Lot B - The supply of Chairs
- Lot C - The supply of Lecterns

Tenderers may submit a tender for one or more lots.

3.2 The tenderer must offer the whole of the quantity or quantities indicated for each lot. Under no circumstances will tenders for part of the quantities required be taken into consideration. Each lot may form a separate contract and the quantities indicated for different lots will be indivisible.

3.3 Contracts will be awarded lot by lot, in accordance with the award criteria at Article 9.

## 4. Variant Solutions

4.1 Variant solutions are not permissible.

## 5. Financing

5.1 The project is *co-financed* by the European Union/Government of Malta, in accordance with the rules of Operational Programme I - European Structural and Investment Funds 2014-2020 programme.

5.2 The Contracting Authority of this tender is the Humanitas Foundation.

## 6. Clarification Meeting/Site Visit/Workshop

6.1 A clarification meeting/ site meeting should be held on the date and time indicated in Clause 2, at St Dominic Square, Rabat, Malta to answer any questions on the tender document which have been forwarded in writing or are raised during the same meeting. Minutes will be taken during the meeting, and these (together with any clarifications in response to written requests which are not addressed during the meeting) shall be posted online on the NGOs website as a clarification note as per Clause 6.1 of the General Rules Governing Tendering for NGOs (version 1.0).

Meetings between economic operators and the NGO, other than that provided in this clause during the tendering period are not permitted.

## **7. Selection and Award Requirements**

In order to be considered eligible for the award of the contract, economic operators must provide evidence that they meet or exceed certain minimum criteria described hereunder.

### **(A) Eligibility Criteria**

- (i) No Bid Bond is required. <sup>(Note 1)</sup>
- (ii) Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment by completing by submitting the form with title Statement on Conditions of Employment. <sup>(Note 2A)</sup>
- (iii) Power of Attorney (if applicable) <sup>(Note 2A)</sup>
- (v) Information re Joint Venture/Consortium <sup>(Note 2A)</sup>
- (iv) Declare agreement, conformity and compliance with the General Rules Governing Tenders for NGOs.

(B) Exclusion (including Blacklisting) and Selection Criteria - information to be submitted through the completion of the following declaration forms: <sup>(Note 2A)</sup>

- (i) Declaration concerning Exclusion Grounds
- (ii) Declaration concerning Selection Criteria

### **(C) Technical Specifications**

- (i) Tenderer's Technical Offer in response to specifications shall constitute the following: <sup>(Note 3)</sup>
  - i.i Tenderer's Technical Questionnaire in response to specifications in line with the template provided. <sup>(Note 3)</sup>
  - i.ii **Declaration concerning the availability of tools, plant and equipment** <sup>(Note 2A)</sup>
- (ii) **Literature** as per Form marked 'Literature and Sample List' to be submitted with the Technical offer at tendering stage.

**No changes to the information provided in the Literature submitted will be allowed. Literature submitted shall be rectifiable only in respect of any missing documents.** <sup>(Note 2B)</sup>
- (iii) Samples as per Form marked 'Literature and Sample List' to be submitted with the Technical offer at tendering stage <sup>(Note 2A)</sup> or during the evaluation stage as required depending on the item.

### **(D) Financial Offer**

- (i) The Tender Form and Tenderer's Declaration are to be completed and submitted with the offer; a separate Tender Form is to be submitted for each option tendered, each form clearly marked 'Option 1', 'Option 2' etc.; <sup>(Note 3)</sup>
- (ii) A financial offer is to be submitted by filling in **Financial Plan** and is to be calculated on the basis of **Delivered Duty Paid (DDP)<sup>2010</sup>(Grand Total)** for the works and supplies tendered. <sup>(Note 3)</sup>

**Notes to Clause 7:**

*1. Tenderers will be requested to clarify/rectify, within five (5) working days from notification, the tender guarantee only in the following four circumstances: incorrect validity date, and/or incorrect value, and/or incorrect addressee and incorrect name of the bidder. Rectification in respect of the Tender Guarantee (Bid Bond) is free of charge.*

*2.A) Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five (5) working days from notification.  
B) Tenderers will be requested to rectify/submit only missing documents within five (5) working days from notification. No changes to the information provided in the Literature submitted will be allowed. Literature submitted shall be rectifiable only in respect of any missing information.  
All Rectifications are free of charge.*

*3. No rectification shall be allowed. Only clarifications on the submitted information may be requested.*

**8. Tender Guarantee (Bid bond)**

8.1 No tender guarantee (bid bond) is required.

**9. Criteria for Award**

9.1 **The sole award criterion will be the Price Per Lot.** The contract per Lot will be awarded to the bidder submitting the cheapest priced offer satisfying the administrative and technical criteria.



## SECTION 2 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

### Part X of the Public Procurement Regulations

270. Any tenderer or candidate concerned, or any person, having or having had an interest or who has been harmed or risks being harmed by an alleged infringement or by any decision taken including a proposed award in obtaining a contract, a rejection of a tender or a cancellation of a call for tender after the lapse of the publication period, may file an appeal by means of an objection before the Review Board, which shall contain in a very clear manner the reasons for their complaints.

271. The objection shall be filed within ten calendar days following the date on which the NGO has by fax or other electronic means sent its proposed award decision or the rejection of a tender or the cancellation of the call for tenders after the lapse of the publication period.

272. The communication to each tenderer or candidate concerned of the proposed award or of the cancellation of the call for tenders shall be accompanied by a summary of the relevant reasons relating to the rejection of the tender as set out in regulation 242 or the reasons why the call for tenders is being cancelled after the lapse of the publication period, and by a precise statement of the exact standstill period.

273. The objection shall only be valid if accompanied by a deposit equivalent to 0.50 per cent of the estimated value set by the NGO of the whole tender or if the tender is divided into lots according to the estimated value of the tender set by the NGO for each lot submitted by the tenderer, provided that in no case shall the deposit be less than four hundred euro (€400) or more than fifty thousand euro (€50,000) which may be refunded as the Public Contracts Review Board may decide in its decision.

274. The Secretary of the Review Board shall immediately notify the Director and/or the NGO as the case maybe that an objection had been filed with his authority thereby immediately suspending the award procedure.

275. The NGO involved, as the case may be, shall be precluded from concluding the contract during the period of ten calendar days allowed for the submission of appeals. The award process shall be completely suspended if an appeal is eventually submitted.

276. The procedure to be followed in submitting and determining appeals as well as the conditions under which such appeals may be filed shall be the following:

- (a) any decision by the General Contracts Committee or the Special Contracts Committee or by the NGO shall be made public by affixing it to the notice-board of the same NGO as the case may be or by uploading it on Government's e-procurement platform prior to the award of the contract if the call for tenders is administered by the NGO;
- (b) the appeal of the complainant shall also be affixed to the notice-board of the Review Board and shall be communicated by fax or by other electronic means to all participating tenderers;
- (c) the NGO and any interested party may, within ten calendar days from the day on which the appeal is affixed to the notice-board of the NGO and uploaded where applicable on the Government's e-procurement platform, file a written reply to the appeal. These replies shall also be affixed to the notice-board of the Review Board and where applicable it shall also be uploaded on the Government's e-procurement platform;

- (d) within three working days of the publication of the replies, the Secretary of the Review Board shall prepare a report (the Analysis Report) analysing the appeal and any reply to it. This report shall be circulated to the persons who file an appeal and to all parties who submitted a reply to the appeal;
- (e) after the preparatory process is duly completed, the Director or the Head of the NGO shall forward to the Chairman of the Review Board all documentation pertaining to the call for tenders in question including files, tenders submitted, copies of deposit receipts and any motivated letter;
- (f) The secretary of the board shall inform all the participants of the call for tenders, the NGO of the date or dates as the case maybe when the appeal will be heard;
- (g) When the oral hearing is concluded, the Public Contracts Review Board, if it does not deliver the decision on the same day, shall reserve decision for the earliest possible date to be fixed for the purpose, but not later than six weeks from the day of the oral hearing: Provided that for serious and justified reasons expressed in writing by means of an order notified to all the parties, the Public Contracts Review board may postpone the judgment for a later period.
- (h) The secretary of the board shall keep a record of the grounds of each adjournment and of everything done in each sitting;
- (i) After evaluating all the evidence and after considering all submissions put forward by the parties, the Review Board shall decide whether to accede or reject the appeal.

## SECTION 3 - SPECIAL CONDITIONS

These conditions amplify and supplement, if necessary, the General Conditions governing the contract. Unless the Special Conditions provide otherwise, those General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the Articles of the General Conditions. Other Special Conditions should be indicated afterwards.

For the purposes of contracts issued by NGOs, the term 'approval from the Central Government Authority' shall be substituted by the term 'approval by the Head responsible for that NGO'; Furthermore, any references to the Contracting Authority throughout the General Conditions shall be deemed to be referring to the NGO responsible for that procurement.

### ***Article 2: Law Applicable***

- 2.1 The laws of Malta shall apply in all matters not covered by the provisions of the contract.
- 2.2 The language used shall be English.

### ***Article 3: Order of Precedence of Contract Documents***

- 3.1 The contract is made up of the following documents, in order of precedence:
  - (a) the Contract;
  - (b) the Special Conditions;
  - (c) the General Conditions;
  - (d) the Contracting Authority's technical specifications and design documentation;
  - (e) the Contractor's technical offer, and the design documentation (drawings);
  - (f) the financial bid form (after arithmetical corrections)/breakdown;
  - (g) the tender declarations in the Tender Response Format;
  - (h) any other documents forming part of the contract.

Addenda have the order of precedence of the document they are modifying.

### ***Article 4: Communications***

- 4.1 Humanitas Foundation  
c/o St Dominic Priory,  
St Dominic Square,  
Rabat, RBT 2521, Malta  
Tel: 2145 4592; Email: humanitasmalta@gmail.com

Communications between the Contracting Authority and/or the Supervisor on one hand, and the Contractor on the other, shall be exclusively in writing and in the English language.

The Project Leader may issue instructions to the Contractor at any time. The Contractor shall only take instructions from the appointed Technical Consultant and/or the Representative both appointed by the Contracting Authority.

### ***Article 7: Supply of Documents***

- 7.4 Further to the provisions of the General Conditions, the Contractor shall submit a programme of works taking into account the specifications, general site management practices, and the general health and safety procedures indicated below.

### ***Article 8: Assistance with Local Regulations***

- 8.3 Further to the provisions of the General Conditions, the contractor is responsible for complying with local regulations at his expense to ensure the project is compliant with all the relevant local regulations

### ***Article 9: The Contractor's Obligations***

- 9.7 Further to provisions of Article 9 of the General Condition, the Contractor shall maintain the site in a clean, sound and secure condition throughout the installation phase of the contract. It must ensure that no access to the Site by unauthorized persons is possible. Access to the Site shall be controlled from the South boundary, via a hinged double leaf access gate, complete with padlocks, and 5 No. sets of keys.
- 9.8 Works are carried out in a historical building, therefore, special attention must be given to protect the immediate environment. All work is to be carried out without damage to the remaining parts of the structure or already installed finishes. If such damage shall occur during the course of the execution of the contract, the contractor shall reinstate and make good the same at his/her own expense. This is to be executed with materials and workmanship to matching every respect the surrounding work and is to be properly bonded there to.
- 9.9 As soon as possession of the site is given to the Contractor, he/she shall proceed with the works and complete same as soon as possible. It is essential that the whole requirements are completed at the earliest possible moment.
- 9.10 The contractor shall provide, erect and maintain all necessary scaffolding, employ all necessary machinery when handling large items to the satisfaction of the client or / and client technical representative. Any damages due to the inefficiency of the shoring or any other support provided, the damage shall be made good by the contractor at his/her own expense
- 9.11 The Contractor shall be responsible for verifying and taking all site dimensions prior to the manufacture and installation of the elements and shall record such dimensions on the relative working drawings.  
  
The Contractor shall submit detailed working drawings for approval for any changes he/ she recommends before any procurement, manufacture or installation works take place.
- 9.12 In terms of site security considerations during the installation period, the Contractor shall ensure and provide for measures to guarantee a continuous safe and secure environment, especially when dealing with external doors. Coordination with other contractors is imperative and expected and should be considered an integral part of the management plan for the jobs being considered. Contractor may be required to schedule the installation process in a way that will facilitate a continuous secure environment against break-in for the internal area.
- 9.13 It is the obligation of contractor to carry out a suitable, sufficient and systematic assessment of all the occupational health and safety hazards which may be present at the place of work and the resultant risks involved concerning all aspects of the work activity.

### ***Article 11: Performance Guarantee***

- 11.1 The Contractor shall, within 15 calendar days of receipt of the contract, sign and date the contract and return it together with a copy of the Performance Guarantee. The copy of the Performance Guarantee forwarded to the Central Government Authority is to be endorsed by the Contracting Authority prior to submission. The Contractor is therefore obliged to forward the original Performance Guarantee to the Contracting Authority. The amount of the guarantee shall be 4% where the amount of the total contract value is between €10,000 and €500,000 exclusive of VAT, and 10% where the amount of the total contract value is €500,000 or above.
- 11.7 The Performance Guarantee shall be released within 30 days from Provisional Acceptance.

### ***Article 12: Insurance***

As per General Conditions.

### ***Article 13: Performance Programme (Timetable)***

- 13.1 Not applicable

### ***Article 14: Contractor's Drawings/Diagrams***

- 14.1 Any documents and drawings presented by the Contractor are to be submitted for approval to the Contracting Authority and the Supervisor a priori. The contractor will allow 14 calendar days for such confirmation. If the confirmation is in the negative, the Contractor will have 7 days to rectify the drawings.
- All formally issued drawings will be supplied in both PDF and DWG format. Sketches, design development drawings, calculations and any other associated documentation will be supplied in PDF format.
- 14.7 The language of any documentation provided is English.

### ***Article 15: Tender Prices***

- 15.1 The contractor ascertains that all the respective rates have included double handling. The Contractor shall be deemed to have taken into account in its tender price all works, fees and costs that are necessary to complete the project and to fully hand over in operational condition.

### ***Article 16: Tax and Customs Arrangements***

- 16.4 Prices provided should be inclusive of duties and taxes but exclusive of VAT.

### ***Article 17: Patents and Licenses***

- 17.1 Not applicable

### ***Article 18: Commencement Order***

- 18.1 The Commencement Date for this contract shall be 1 week from the date of the order to commence with this assignment. The performance of the contract is to commence on order to start works. The order to start works will not be issued later than one month from the last date of signature shown on contract.

### ***Article 19: Period of Execution of Tasks***

- 19.1 The period of performance of this contract shall be 3 months from Contract Signature. The contractor will be expected to commit sufficient resources to carry out the tasks assigned and to guarantee the completion of all tasks assigned in the contract within the completion period specified above.

### ***Article 22: Modification to the Contract***

- 22.1 Subject to the provisions of the Public Procurement Regulations, the Contracting Authority reserves the right to vary the quantities specified by a maximum of 15% of the contract value which would have become necessary for the purpose of achieving the scope of the contract.
- 22.11 The provisions provided for in Article 22.11 of the General Conditions shall not be applicable to this contract.
- 22.12 The provisions provided for in Article 22.12 of the General Conditions shall not be applicable to this contract.
- 22.13 Where applicable, the bidder cannot change the brand of the material that he has proposed during the implementation of the contract without written authorization of the Supervisor.

### ***Article 25: Inspection and Testing***

- 25.2 The goods will be delivered to St Dominic's Priory in Rabat and will be inspected upon delivery and tested upon installation and commissioning.

## **Article 26: Methods of Payment**

26.1 Payments will be made in Euro.

26.5 The payments will be made according to the following schedule, subject to the provisions of Articles 28 to 33 of the General Conditions:

### **Lot A: Composite Steel & Glazed Door**

| Narrative             | Deliverable                                                                                                                                                              | Percentage %             |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| Pre-financing payment | As per details provided in section 26.5A below                                                                                                                           | 35% of Contract Value    |
| Interim Payments      | After the supply and installation and of the required items at the indicated address, following certification by the appointed Project Manager assigned on this Contract | 60% of Contract Value    |
| Retention Money       | As per details provided below under this section (26.5B)                                                                                                                 | 5% of the Contract Value |
| <b>TOTAL</b>          |                                                                                                                                                                          | <b>100%</b>              |

### **Lot B: Chairs**

| Narrative             | Deliverable                                                                                                                                                              | Percentage %             |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| Pre-financing payment | As per details provided in section 26.5A below                                                                                                                           | 35% of Contract Value    |
| Interim Payments      | After the supply and installation and of the required items at the indicated address, following certification by the appointed Project Manager assigned on this Contract | 60% of Contract Value    |
| Retention Money       | As per details provided below under this section (26.5B)                                                                                                                 | 5% of the Contract Value |
| <b>TOTAL</b>          |                                                                                                                                                                          | <b>100%</b>              |

### **Lot C: Lecterns**

| Narrative      | Deliverable                                                                                                                                          | Percentage %           |
|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| Final Payments | After the supply of the required item/s at the indicated address, following certification by the appointed Project Manager assigned on this Contract | 100% of Contract Value |
| <b>TOTAL</b>   |                                                                                                                                                      | <b>100%</b>            |

26.5A The pre-financing should be supported by a pre-financing Bank Guarantee, which shall be released as follows:

Lot A - The pre-financing guarantee can be amortized at the equivalent amount of the interim payment requested corresponding to the delivered and installed items as certified by the Project Manager.

Lot B - The pre-financing guarantee can be released at the point of delivery and installation of the requested items.

- 26.5B Retention Money (applicable to Lot A and Lot B): The sum of money retained from the interim payments shall be of 5%. This sum shall be paid upon submission of an equivalent retention bank guarantee (issued in the form provided in this tender document) by the Contractor to the Contracting Authority when issuing the Provisional Acceptance Certificate as per Article 31 of the General Conditions. The bank guarantee will be released upon issuing of the final acceptance of the works as per Article 34. The said retention guarantee shall be released only after the conditions requested under Art 34 are satisfied. The retention guarantee will be released within 45 days from when the Final Acceptance Certificate is issued.

### ***Article 28: Delayed Payments***

- 28.1 The Contracting Authority shall pay the contractor sums due within a maximum of 60 days of the date on which an admissible payment is registered, in accordance with Article 26 of these Special Conditions. This period shall begin to run from the certification by the appointed project manager referred to in Article 26 of these Special Conditions. These documents shall be approved either expressly or tacitly, in the absence of any written reaction in the 30 days following their receipt accompanied by the requisite documents.

- 28.2 Once the deadline laid down in Article 28.1 has expired, the Contractor may, within two (2) months of late payment, claim late-payment interest:

- a) meaning simple interest for late payment at a rate which is equal to the sum of the reference rate and at least eight percent (8%);
- b) on the first day of the month in which the deadline expired.

The late-payment interest shall apply to the time which elapses between the date of the payment deadline (exclusive) and the date on which the Contracting Authority's account is debited (inclusive).

### ***Article 29: Delivery***

- 29.1 Further to the provisions of the General Conditions, the Contractor shall bear all risks relating to the supplies until provisional acceptance at destination. The supplies shall be packaged so as to prevent their damage or deterioration in transit to their destination.

- 29.3 The packaging shall remain the property of the Contractor subject to respect for the environment.

### ***Article 32: Warranty***

- 32.1 Further to the provisions of Article 32 of the Special Conditions, the warranty of the different items under all lots shall remain valid for 2 years after the commission of the items supplied.

### ***Article 35: Breach of Contract***

- 35.3 Without prejudice to the Government's right to dissolve 'ipso jure' the contract in the case of infringement of any condition there under and apart from the deduction established for delaying delivery, any such infringement shall render the contractor, in each case, liable to a deduction by way of damages of 5 per cent of the value of the contract, unless the Government elects, with regard to each particular infringement, but not necessarily with regard to all infringements, to claim actual damages incurred.

### ***Article 41: Dispute Settlement by Litigation***

If no settlement is reached within 120 days of the start of the amicable dispute-settlement procedure, each Party may seek:

- (a) either a ruling from a national court, or
- (b) an arbitration ruling, in the case where the parties i.e. the contracting Authority and



the Contractor, by agreement decide to refer the matter to arbitration.

## SECTION 4 - SPECIFICATIONS/TERMS OF REFERENCE (Note 3)

### 4.1. General

- 4.1.1 The Contractor shall when so instructed and within twelve calendar days from the date of issue of the Letter of Acceptance, submit any extra samples requested for the approval of the Project Manager other than those referred to in the specifications or bills of quantities.
- 4.1.2 Note: All dimensions given in this specification are approximate. In some cases tolerances are specified in the accompanying specifications, drawings or bills of quantities. Tolerances in elements sizes, overall dimensions or between moving elements but NOT in material thickness can be acceptable when dictated by either site conditions or manufacturing constraints, provided they do not alter the overall desired outlook set in bills of quantities, specifications and drawings.
- 4.1.3 Contractor is to take note that the Site consists of existing halls and ancillary facilities constructed in globigerina limestone and more importantly is a HERITAGE SETTING. This aspect and limitations have to be taken into consideration when planning the tender submissions and during installation periods if the bid is successful.
- 4.1.4 The General Location Plan is provided as an Annex to this Tender Document (HF\_General Location Plan).
- 4.1.5 The required items are described in the drawings attached to this document, please refer to List of Drawings. Additional drawings may be required at pre order stages to facilitate precise construction and work methodology. Such drawings shall be deemed to form part of the Works.
- 4.1.6 All samples shall be supplied by the Contractor at his own cost if the supply thereof is clearly intended by or provided for in the Contract. Samples and technical details as listed below shall be submitted by the Contractor for approval at bidding or post clarification stages as specified for the particular item. All samples and submissions shall be labelled clearly, with the name of the sub-contractor, supplier and manufacturer, as applicable, and the reference as per list below. Approved samples shall be used as controls for the Works. All samples will be returned on request after the adjudication process has been completed, and that these can be picked up at Rabat from Priory.

### 4.2. General Site Management Practices

- 4.2.1. Storage areas for materials, plant and waste shall not be allowed within the site. The Contactor must clean regularly and keep the site in an orderly manner.
- 4.2.2. The disposal of hazardous waste shall be carried out in accordance with procedures approved by the Environmental Protection Department. Sanitary waste shall be disposed of chemically.
- 4.2.3. Any activities producing dust shall be strictly controlled. Dust-laden materials shall be appropriately removed from the site.
- 4.2.4. All plant shall be operated with any doors closed and shall be fitted with silencers and noise suppressors. All site operations will be required to conform to BS5228-Part1 or ENE equivalent.
- 4.2.5. Upon finalization, Contractor shall clear away and remove from site all Equipment, surplus material, rubbish and Temporary Works of every kind, and leave such Site and Works clean and

in a workmanlike condition. This will have no bearing on fulfilling his obligations during the Defect's Liability Period.

### **4.3. General Health and Safety Provisions**

- 4.3.1.** This specification does not replace the contractor's legal responsibility to provide and maintain safe working conditions in accordance with current Maltese Occupational Health and safety Legislation, namely LN 36 of 2003, LN 281 of 2004 and other subsidiary legislation and regulations. The Contractor shall be required to nominate a competent person for the appointment of Project Supervisor at Execution Stage.
- a. Special attention shall be given to lifting, slewing and overhead handling operations to avoid public access areas.
  - b. The Contractor shall be responsible for ensuring that all persons on the Site, whether the Contractor's employees or otherwise, wear the necessary personal protective clothing at all stages in accordance with regulations.
  - c. *Safety helmets or hard hats* to protect the head from injury resulting from falling objects, or from striking against objects or structures;
  - d. Finishing works will be restricted to those periods recognised and permitted by local regulations and legislation. Any works outside the permitted hours are to be by prior approval of the project manager.
- 4.3.2.** SMOKING shall be prohibited from all internal areas.
- 4.3.3.** The Contractor shall ensure that all work platforms, false work and scaffolding are of sturdy construction, certified, and securely attached to solid parts of the structure, or of the ground, complete with guard-rails, toe rails, secure ladders etc...
- 4.3.4.** Scaffolding shall be erected in a way as to protect surrounding finishes, new and existing throughout the works period. Special attention must be given to pre-empt any damage related issues during tender works. The client or client technical representative will have the final say as to whether the said structure, whether fixed or movable, safeguards the floors and other surrounding finishes and may require modifications at the expense of the contractor.
- 4.3.5.** Any scaffold required shall be provided with safe means of access. Ladders shall be secured against inadvertent movement.
- 4.3.6.** Adequate precautions shall be taken to protect any person who might be injured by the fall of materials, tools or equipment being raised or lowered.
- 4.3.7.** After the completion of works, the contractor should leave site free from plant, debris and unwanted materials.
- 4.3.8.** The Contractor will follow a "good housekeeping" policy at all times. This will include, but not necessarily be limited to, the disposal of rubbish and waste at adequate intervals.
- 4.3.9.** Compressors should be fitted with properly lined and sealed acoustic covers, which should be kept, closed whenever in use.
- 4.3.10.** Care should be taken when loading or unloading vehicles or dismantling scaffolding or moving materials etc. to reduce impact noise.
- 4.3.11.** Areas within the Site, shall be regularly cleaned up and kept free of sand or sawdust.

- 4.3.12.** The removal of scrap, waste and debris at appropriate intervals. Loose materials that are not required for use shall not be placed or allowed to accumulate on the site, so as to obstruct means of access to, and ingress from hallways.

## Lot A: Composite Steel & Glazed Door

### 2.1 SCOPE

Contractor is to manufacture and supply composite steel door as per drawings HF-2A, HF-2B [detail] and as per location indicated in drawing HF-1A

Contractor shall furnish all labour, materials, tools and equipment required to complete the work. Price quoted shall include all materials, components etc as specified in the section drawings.

Contractor is to refer to said drawings to familiarize with details and accessories required for the desired outlook and performance.

Contractor may submit shop drawings at tendering stages, at no additional costs.

#### *Items and quantities required*

- Halls galvanized steel painted door - Door Type B as per Drawing HF\_2A and HF\_2B.
- Quantity: 1 with the possibility to increase the quantity to 2. The bidder is to indicate the unit price for one door in the BoQ. The bidder should indicate the price for the additional door, should this be opted for. The additional door will be paid according to the price set for the second door, in the relevant section in the financial plan.

### 2.2 GENERAL

Sections employed in the manufacturing of the door can be manufactured type or prefab but must emulate the section guidelines in the detail drawing.

Glazed panels can be secure either with welded interlocking frames as indicated in the drawings or by bolt fixed interlocking frames. Any such or other alternatives must be supported by samples to be submitted by contractor at tendering stages.

Dimensions and recommended section sizes and detailing, types and overall sizes of steel door, have been provided with the detailed drawings.

The dimensions presented for the overall heights and widths are for tendering purposes.

**The Contractor shall be responsible for taking detailed measurements on site.**

Tolerances for all moving elements shall not vary by more than 2.5mm.

**All general specification related to compliance with regulations, codes of practice, site conditions, storing and handling, transportation, cleanliness, site cleanliness, workmanship, moving parts, tolerances installation practice shall follow those indicated in specification no.**

#### **1.1**

### 2.3 WELDS

Frames - Both the fixed and opening frames shall be constructed of sections which have been cut to length and mired. The corners of fixed and opening frames shall be welded to form a solid fused welded joint conforming to the requirements. All frames shall be square and flat. The process of welding adopted may be flash butt welding or any other suitable method which gives the desired requirements.

Visual inspection test - When two opposite corners of the frames are cut, paint removed and inspected, the joint shall conform to the following:

- Welds should have been made all along the place of meeting members
- Welds should have been properly ground

Complete cross section of the corner shall be checked up to see that the joint is completely solid and there are no visible cavities.

## **2.4 FINISH & PRE-TREATMENT OF STEEL SECTIONS**

All the steel surfaces shall be thoroughly cleaned free of rust, mill scale, dirt, oil, etc., by mechanical means, like sand or shot blasting or by chemical means, like pickling and then finished either with phosphating and painting; or by hot dip galvanizing prior to the application of finishes as recommended by paint manufacturers.

Final finish will be in two pack powder-coating finish in either RAL colour as specified in drawings or as closely matched. Final decision on choice of colour lies with client / client representative.

### **TIMBER PANEL INSERTS IN LOWER PANELS**

Contractor is to procure simple timber elements in solid timber, to be prepared and hand painted to represent the timber door elements.

### **SURFACE TYPE MANUAL OPERATED STEEL LATCHES**

Steel security latches shall be manually operated and match the overall outlook of the steel door treated as indicated in specs for steel elements.

They are to be of a simple unassuming design and appropriately matched in scale to the overall size of the timber aperture and accessible from a standing position for the hinged doors elements. Once installed contractor is to ensure latches can be operated smoothly, without the need to use excessive, slide with ease and that they are easily serviceable.

### **HINGES**

For fixing steel hinges, slots shall either be surface welded, in which case the dimensions and tolerances shall accommodate the extra thickness of the welded plate or be cut in the fixed frame and the hinges inserted inside and welded to the frame at the back. The hinges shall be normally of the projecting type, with wall thickness of not less than 3.15 mm and width not less than 45mm. The hinge pair and washer shall be of galvanized steel or aluminum alloy of suitable thickness. For fixing hinges to inside frame, the method described for fixing to outside frame may be adopted but the weld shall be cleaned, or holes made in the inside frame and hinge riveted.

Steel hinges for doors can be of 50 mm projecting type or non-projecting type. Self-aligned type door hinges may also be used. The hinge pins and washers shall be of galvanized steel or aluminum alloy of suitable thickness.

The hinges rating (load), quantity and arrangement shall be adequate for the door mass and be the responsibility of the contractor. Hinges for steel doors are not expected to match existing hinges on doors within the courtyard space. It is the contractor's discretion to propose the right size and number of hinges required to make the hinged operation of the hinged door as smooth and easy and ensure longevity.

The direction of the opening part of the aperture can possibly be inverted to the opposite direction to that shown on the drawings. This will be clarified following award, as ensuing guidelines that can be set by fire & safety engineers.

Hinges can be either fixed directly to the carved recess within the masonry opening or fixed to a separate steel frames within the same recess.

## **LOCKS**

Lock shall be concealed type spring lock and four-pin bolt secure system type and shall be inserted through the hinged steel frame and the timber panel insert.

Pin locks shall be ONLY key operated from either side of the door.

Spring lock mechanism is operated by a hand lever from either side of the door.

Conforming to codes: EN 12209

Conforming to codes:

EN 1125

EN 179

## **2.5 GLAZED ELEMENTS**

The composite door will have the upper panel inserts in clear glass.

All glass for glazing elements shall comply with EU Directive 89/106/EEC as implemented by the relevant decision.

All glazing shall be installed in compliance with the recommendations in BS 6262, Code of Practice for Glazing for Buildings.

All glass shall be clear, 10mm laminated safety glass complying with BS EN ISO 12543-1, 2, 5 and 6.

Any pane of glass which is positioned within an area defined as within a critical impact zone or prone to human impact by BS 6206 shall comply with Class 2(B)2 of EN12600.

No wired glass shall be used.

All glass shall be free from scratches, bubbles, cracks, ripples, dimples and other defects.

The position of the glass within the steel housing frame shall be determined by the sections employed and will ensure a safe, rattle free installation with propriety compressible rubber perimeter seal along the panel perimeter that is appropriately concealed by the same steel housing frame.

Thickness and appearance of glass shall be as indicated in the Drawings.

Where fire resistance of the glass is to be specified it shall be in accordance with the classification in EN357.

All glazing shall be accurately sized, with clean undamaged edges.

Contractor shall leave all glazed elements free from any industrial grit in that they can easily be manually cleaned as per manufacturer's recommendation.

## **2.6 SAMPLES & LITERATURE:**

### ***STEEL SECTIONS:***

Required to procure an assembled representative of the main elements in galvanized finish including, glass type, detail for fixity of glazed panels, sample latch, sample hinge as well as wind gaskets.

### ***TECHNICAL LITERATURE:***

Contractor is to specify by way of literature or written method statement the procedural method proposed for the galvanizing/ pre-treatment and final finish for the door.



## **Lot B: Chairs**

### **3.1 CONFERENCE CHAIRS**

Ref to Drawings HF3.1, 3.2 attached with bills of quantities.

Contractor is to supply two types of chairs:

- Speaker's Chairs (Quantity 7)
- Visitor's Chairs (Quantity 240)

### **3.2 SPEAKER CHAIR: Drawing HF 3.1**

Contractor is required to supply a set of speakers chairs that shall be a composite high back chair, swivel type with lock mechanism and ideally tilt self- adjust weight sensitive mechanism with height adjustment mechanism.

Materials will be in elastic fabric, 100% polyester, and seat in highly resistant polyutherane foam - load capacity of 65kg/ cu.m, with composite frame in aluminum or steel epoxy / polyester powder coated base, high back.

Dimensions to be conforming with drawing HF 3.1

- Colour in dark / medium grey fabric & anthracite / black frame and base.
- Tested for min weight of 110kg
- Conforming with safety and durability standard
  - EN1022
  - EN 16139
  - ANSI/BIFMA x 5.1
- 5-Star shape base with arms & castor wheels

### **SAMPLES & LITERATURE:**

The Contractor shall submit literature for specifications, warranties at tender submission stages.

Sample models are optional at tender stages.

Sample model may be required at pre-adjudication stage.

### **3.3 VISITOR CHAIRS - STACKABLE type: Drawing HF 3.2**

Contractor is required to supply stackable type visitor's chairs, set on 4 leg steel tube base with fabric upholstered seat and back support in extruded mesh as per drawing HF 3.2 of bills of quantities.

Materials will be in elastic fabric, 100% polyester, and seat in highly resistant polyutherane foam - load capacity of 65kg/ cu.m, with composite frame in aluminum or steel epoxy / polyester powder coated base.

Dimensions to be conforming with drawing HF 3.2

- Colour in black or anthracite grey frame with anthracite grey [dark grey] fabric and extruded mesh.
- Tested for min weight of 110kg
- Conforming with safety and durability standard
  - EN1022
  - EN 16139
  - ANSI/BIFMA x 5.1

#### **SAMPLES & LITERATURE:**

The Contractor shall submit literature for specifications, warranties at tender submission stages.

Sample models are optional at tender stages.

Sample model may be required pre-final adjudication stage.

## **Lot C: Lecterns**

### **4.1 CLEAR ACRYLIC LECTERNS**

Ref to Drawings HF 4.1 in attached with bills of quantities.

Contractor is required to supply prefabricated assembled type clear acrylic, light weight floor standing lecterns conforming with the shape, design outlook and dimensions as detailed in drawing HF 4.1 attached with bills of quantities.

- In 10mm clear recycled premium acrylic
- Including a non-slip base support
- All perimeter edges to be in smooth polished finish ensuring no sharp edges.

All lectern elements shall be free from any deformities, defects, scratches and shall be easily assembled to produce straight parallel, vertical and horizontal planes as per design expectations. Otherwise deemed unusable.

#### **SAMPLES & LITERATURE:**

The Contractor shall submit literature for specifications, warranties at tender submission stages.

Sample models are optional at tender stages.

## **SECTION 5 - SUPPLEMENTARY DOCUMENTATION**

### ***5.1 - Draft Contract Form***

### ***5.2 - Glossary***

### ***5.3 - Specimen Performance Guarantee***

### ***5.4 - Specimen Tender Guarantee***

These have been provided as supplementary documentation in relation to the Tender

### ***5.4 - General Conditions of Contract***

The full set of General Conditions for Works Contracts, for Supplies Contracts and for Services Contracts (latest version as applicable on the date of the publication of this tender) can be viewed/downloaded from the 'Resources Section' at: [www.etenders.gov.mt](http://www.etenders.gov.mt)

It is hereby construed that the tenderers have availed themselves of these general conditions, and have read and accepted in full and without reservation the conditions outlined therein, and are therefore waiving any standard terms and conditions which they may have.

These general conditions will form an integral part of the contract that will be signed with the successful tenderer/s.

It is important to note that since this call for tenders is being issued by an NGO, any reference to the Central Government Authority and the Department of Contracts within the General Conditions, should be read as the Contracting Authority.