TENDER FOR CONSTRUCTION WORKS, SUPPLY, INSTALLATION 
& COMMISSIONING OF 1 PASSENGER LIFT
AT BLOCK C3, TRIQ IL-PRINCIPESSA MARGERITA,
TA’ XBIEX

This Tender is free of charge

Date Published: 13\textsuperscript{th} February 2015

Closing Date: 6\textsuperscript{th} March 2015 at 10:00am CET

IMPORTANT:
A clarification meeting and a site visit will be held by the Housing Authority on the 18\textsuperscript{th} February 2015 at 10:15 AM.

Clarifications shall be uploaded and will be available to view/download from www.housingauthority.gov.mt
WORKS TENDER

Table of Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Table of Contents</td>
<td>2</td>
</tr>
<tr>
<td>VOLUME 1 SECTION 1 - INSTRUCTIONS TO TENDERERS</td>
<td>5</td>
</tr>
<tr>
<td>A. GENERAL PART</td>
<td>5</td>
</tr>
<tr>
<td>1. General Instructions</td>
<td>5</td>
</tr>
<tr>
<td>2. Timetable</td>
<td>6</td>
</tr>
<tr>
<td>3. Lots</td>
<td>6</td>
</tr>
<tr>
<td>4. Financing</td>
<td>6</td>
</tr>
<tr>
<td>5. Eligibility</td>
<td>6</td>
</tr>
<tr>
<td>6. Selection Criteria</td>
<td>6</td>
</tr>
<tr>
<td>7. Multiple Tenders</td>
<td>7</td>
</tr>
<tr>
<td>8. Tender Expenses</td>
<td>7</td>
</tr>
<tr>
<td>9. Clarification Meeting/Site Visit</td>
<td>7</td>
</tr>
<tr>
<td>B. TENDER DOCUMENTS</td>
<td>8</td>
</tr>
<tr>
<td>10. Content of Tender Document</td>
<td>8</td>
</tr>
<tr>
<td>11. Explanations/Clarification Notes Concerning Tender Documents</td>
<td>8</td>
</tr>
<tr>
<td>12. Labour Law</td>
<td>8</td>
</tr>
<tr>
<td>13. Law</td>
<td>9</td>
</tr>
<tr>
<td>C. TENDER PREPARATION</td>
<td>9</td>
</tr>
<tr>
<td>14. Language of Tenders</td>
<td>9</td>
</tr>
<tr>
<td>15. Presentation of Tenders</td>
<td>9</td>
</tr>
<tr>
<td>16. Content of Tender (Single-Envelope System)</td>
<td>9</td>
</tr>
<tr>
<td>17. Tender Prices</td>
<td>10</td>
</tr>
<tr>
<td>18. Currencies of Tender and Payments</td>
<td>10</td>
</tr>
<tr>
<td>19. Period of Validity of Tenders</td>
<td>11</td>
</tr>
<tr>
<td>20. Tender Guarantee (Bid Bond)</td>
<td>11</td>
</tr>
<tr>
<td>21. Variant Solutions</td>
<td>11</td>
</tr>
<tr>
<td>22. Preparation and Signing of Tenders</td>
<td>11</td>
</tr>
<tr>
<td>D. SUBMISSION OF TENDERS</td>
<td>11</td>
</tr>
<tr>
<td>23. Sealing and Marking of Tenders</td>
<td>11</td>
</tr>
<tr>
<td>24. Extension of Deadline for Submission of Tenders</td>
<td>12</td>
</tr>
<tr>
<td>25. Late Tenders</td>
<td>12</td>
</tr>
<tr>
<td>26. Alterations and Withdrawal of Tenders</td>
<td>12</td>
</tr>
<tr>
<td>E. OPENING AND EVALUATION OF OFFERS</td>
<td>12</td>
</tr>
<tr>
<td>27. Opening of Tenders</td>
<td>12</td>
</tr>
<tr>
<td>28. Secrecy of the Procedure</td>
<td>13</td>
</tr>
<tr>
<td>29. Clarification of Tenders</td>
<td>13</td>
</tr>
<tr>
<td>30. Tender Evaluation Process</td>
<td>13</td>
</tr>
<tr>
<td>31. Correction of Arithmetical Errors</td>
<td>14</td>
</tr>
<tr>
<td>F. CONTRACT AWARD</td>
<td>14</td>
</tr>
<tr>
<td>32. Criteria for Award</td>
<td>14</td>
</tr>
<tr>
<td>33. Right Of The Housing Authority To Accept Or Reject Any Tender</td>
<td>14</td>
</tr>
<tr>
<td>34. Notification of Award, Contract Clarifications</td>
<td>15</td>
</tr>
<tr>
<td>35. Contract Signing and Performance Guarantee</td>
<td>15</td>
</tr>
<tr>
<td>36. Commencement of Works (Order To Start Works)</td>
<td>16</td>
</tr>
<tr>
<td>G. MISCELLANEOUS</td>
<td>16</td>
</tr>
<tr>
<td>37. Ethics Clauses</td>
<td>16</td>
</tr>
<tr>
<td>38. Data Protection and Freedom of Information</td>
<td>17</td>
</tr>
<tr>
<td>39. Gender Equality</td>
<td>17</td>
</tr>
</tbody>
</table>
A. GENERAL PART

1. General Instructions

1.1 There is no participation fee for this tender.

Prospective bidders are to download and print the tender document from the Housing Authority's website, www.housingauthority.gov.mt under the heading "Tenders".

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 Housing Authority, whatever his own corresponding conditions may be, which he hereby waives. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender document.

No account can 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 any further.

The Evaluation Committee shall, after having obtained approval from the Departmental Contracts Committee, request rectifications in respect of incomplete/non-submitted information pertinent to the documentation as outlined in sub-Clause 16.1(a), 16.1(b), 16.1(c), 16.1(d) and 16.1(e) of these Instructions to Tenderers. Such rectification/s must be submitted within five (5) working days from notification, and will be subject to a non-refundable administrative penalty of €50: failure to comply shall result in the tender offer not being considered any further.

No rectification shall be allowed in respect of the documentation as outlined in sub-Clause 16.1(f) of these Instructions to Tenderers. Only clarifications on the submitted information in respect of the latter may be eventually requested.

1.2 This is a call for tenders for CONSTRUCTION WORKS, SUPPLY, INSTALLATION & COMMISSIONING OF 1 PASSENGER LIFT AT BLOCK C3, TRIQ IL-PRINCIPESSA MARGERITA, TA’ XBIEX.

The basic main trades covered by (but not limited to) this contract, apart from the lift works are:

1. Earth Works;
2. Masonry and Brickwork;
3. Concrete Works;
4. Finishes to Walls and Ceilings;
5. Floor Finishes;
6. Electrical Works

1.3 This is a unit-price (Bill of Quantities) contract.

1.4 The tenderer will bear all costs associated with the preparation and submission of the tender. The Housing Authority will in no case be responsible or liable for such costs, whatever the conduct or outcome of the procedure.

1.5 The Housing Authority retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.
2. Timetable

<table>
<thead>
<tr>
<th>Clarity Meeting/Site Visit (Refer to Clause 9.1)</th>
<th>DATE</th>
<th>TIME*</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>18th February 2015</td>
<td>10.15AM</td>
</tr>
<tr>
<td>Deadline for request for any additional</td>
<td>24th February 2015</td>
<td>4.00PM</td>
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<tr>
<td>information from the Housing Authority</td>
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</tr>
<tr>
<td>Last date on which additional information are</td>
<td>2nd March 2015</td>
<td>4.00PM</td>
</tr>
<tr>
<td>issued by the Housing Authority</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deadline for submission of tenders / Tender</td>
<td>6th March 2015</td>
<td>10.00AM</td>
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<td>Opening Session (unless otherwise modified in</td>
<td></td>
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<tr>
<td>terms of Clause 11.3)</td>
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* All times Central European Time (CET)

3. Lots

3.1 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 / items.

4. Financing

4.1 The project is financed from local budget funds. The beneficiary of the financing is the Housing Authority.

5. Eligibility

5.1 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.

5.2 Natural persons, companies or undertakings who fall under any of the conditions set out in Regulation 50 of the Public Procurement Regulations, 2010 (Legal Notice 296 of 2010) may be excluded from participation in and the award of contracts. Tenderers or candidates who have been guilty of making false declarations will also incur financial penalties representing 10% of the total value of the contract being awarded.

5.3 Tenders submitted by companies forming a joint venture/consortium must also fulfil the following requirements:

- One partner must be appointed lead partner and that appointment confirmed by submission of powers of attorney signed by legally empowered signatories representing all the individual partners. The tender must include a preliminary agreement or letter of intent stating that all partners assume joint and several liability for the execution of the contract, that the lead partner is authorised to bind, and receive instructions for and on behalf of, all partners, individually and collectively.

- All partners in the joint venture/consortium are bound to remain in the joint venture/consortium until the conclusion of the contracting procedure. The consortium/joint venture winning this contract must include the same partners for the whole performance period of the contract other than as may be permitted or required by law.

5.4 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.

6. Selection Criteria

6.1 In order to be considered eligible for the award of the contract, tenderers must provide evidence that they meet or exceed certain minimum qualification criteria described hereunder.
In the case of a joint venture, the joint venture as a whole must satisfy the minimum qualifications required below.

6.1.1 No evidence of economic and financial standing is required.

6.1.2 Information about the tenderer's technical capacity.

(An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the Housing Authority that it will have at its disposal the resources necessary for the execution of the contract, for example, by producing an undertaking by those entities to place the necessary resources at the disposal of the economic operator)

This information must follow the forms in **Volume 1, Section 4** of the tender documents and include:

a) Health and Safety Representative (Form 3). The Evaluation Committee reserves the right to request the tenderers to substantiate their claims in respect to the staff proposed by requesting CVs during the evaluation stage.

b) A list of tenderer's personnel (Form 4).

c) A list of plant and equipment (Form 5) for execution of the contract. The descriptions must demonstrate the tenderer's ability to complete the works. The tenderer must indicate whether such equipment is owned or hired. The Evaluation Committee reserves the right to request the bidder to substantiate his claims in respect of his ability to complete the works with the plant and equipment being proposed.

d) Data concerning sub-contractors and the percentage of works to be sub-contracted [as per **Volume 1, Section 2**]:

The maximum amount of sub-contracting must not exceed 30% of the total contract value.

The main contractor must have the ability to carry out at least 70% of the contract works by his own means.

7. **Multiple Tenders**

7.1 A tenderer may submit multiple tender offers.

7.2 A company may not tender for a given contract both individually and as a partner in a joint venture/consortium.

7.3 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 another tenderer, or joint venture/consortium.

7.4 A company may act as a sub-contractor for any number of tenderers, and joint ventures/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.

8. **Tender Expenses**

8.1 The tenderer will bear all costs associated with the preparation and submission of the tender.

8.2 The Housing Authority will 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 tender.

9. **Clarification Meeting/Site Visit**

9.1 A clarification meeting and a site visit will be held by the Housing Authority on the date and time indicated in Clause 2, at **BLOCK C3, TRIQ IL-PRINCIPESSA MARGERITA, TA’ XBIEX** 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 as a clarification note as per Clause 11.2.

In this regard reference is made to Volume 2 Section 3 Clause 18.

B. TENDER DOCUMENTS

10. Content of Tender Document

10.1 The set of tender documents comprises the following documents and should be read in conjunction with any clarification notes issued in accordance with Clause 24:

Volume 1  Instructions to Tenderers
Volume 2  • Draft Contract
          • General Conditions (available online from [www.contracts.gov.mt/conditions](http://www.contracts.gov.mt/conditions))
          • Special Conditions
Volume 3  Technical Specifications
Volume 4  Financial Bid (Bill of Quantities)
Volume 5  Drawings

10.2 Tenderers bear sole liability for 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 will be entertained on the grounds of errors or omissions in the obligations of the tenderer described above.

10.3 The tenderer must provide all documents required by the provisions of the tender document. All such documents, without exception, must comply strictly with these conditions and provisions and contain no alterations made by the tenderer.

11. Explanations/Clarification Notes Concerning Tender Documents

11.1 Tenderers may submit questions in writing to the Housing Authority by sending an email to: [procurement.ha@ha.gov.mt](mailto:procurement.ha@ha.gov.mt)

up to the date and time indicated in the Timetable under Clause 2, Volume 1, Section 1 - Instructions to Tenderers. The Housing Authority must reply to all tenderers’ questions, and amend the tender documents by publishing clarification notes, up to the date and time indicated in the timetable under Clause 2, Volume 1, Section 1 - Instructions to Tenderers.

11.2 Questions and answers, and alterations to the tender document will be published as a clarification note on the website of the Housing Authority ([www.housingauthority.gov.mt](http://www.housingauthority.gov.mt)) under the heading "Tenders".

Clarification notes will constitute an integral part of the tender documentation, and it is the responsibility of tenderers to visit this website and be aware of the latest information published online prior to submitting their Tender.

11.3 The Housing Authority may, at its own discretion, as necessary and in accordance with Clause 24, extend the deadline for submission of tenders to give tenderers sufficient time to take clarification notes into account when preparing their tenders.

12. Labour Law

12.1 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.
13. Law

13.1 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.

C. TENDER PREPARATION

14. Language of Tenders

14.1 The tender and all correspondence and documents related to the tender exchanged by the tenderer and the Housing Authority must be written in English.

14.2 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 will prevail.

15. Presentation of Tenders

15.1 Tenders must satisfy the following conditions:
(a) All tenders must be submitted in one original, clearly marked “ORIGINAL”, and one identical copy (including all documentation as in the original) signed in the same way as the original and clearly marked “COPY”.
(b) Both documents are to be separately sealed and placed in another sealed envelope/package so that the bid can be identified as one tender submission. Following the tender opening session, the copy shall be kept, unopened, at the Housing Authority, for verification purposes only should the need arise.
(c) All tenders must be received by date and time indicated in the timetable at Clause 2 and deposited in the tender box at the Housing Authority, 22, Pietro Floriani Street, Floriana FRN 1060, Malta.
(d) The package, as per (b) above, must bear only:
   (i) the above address;
   (ii) the reference of the invitation to tender concerned;
   (iii) the name of the tenderer.

16. Content of Tender (Single-Envelope System)

16.1 The tender must comprise the following duly completed documents, inserted in a single, sealed envelope:
(a) Bid-bond\(^{\text{Note 1}}\) - Not applicable
(b) General/Administrative Information\(^{\text{Note 2}}\)
   (i) Participation Fee (Volume 1, Section 4, Form 1)
   (ii) Statement on Conditions of Employment (Volume 1, Section 4, Form 2)

Selection Criteria

(c) Financial and Economic Standing\(^{\text{Note 2}}\) - Not applicable

(d) Technical Capacity\(^{\text{Note 2}}\)
   (i) Health & Safety Representative (Volume 1, Section 4, Form 3)
   (ii) Overview of Tenderer's Personnel (Volume 1, Section 4, Form 4)
   (iii) Plant & Equipment to be employed on contract (Volume 1, Section 4, Form 5)
(e) **Evaluation Criteria/Technical Specifications**

(i) Tenderer’s Technical Offer (Volume 3, Part 2, Appendices 1-5)
(ii) Literature/List of Samples (Volume 1, Section 4, Form 6)
(iii) Green Public Procurement Declaration (Volume 1, Section 4, Form 7)

(f) **Tender Form and Financial Offer/Bill of Quantities**

(i) The Tender Form in accordance with the form provided in Volume 1, Section 2; a separate Tender Form is to be submitted for each option tendered, each form clearly marked ‘Option 1’, ‘Option 2’ etc.;
(ii) A financial bid calculated on a basis of DDP (Delivery Duty Paid) for the works/supplies tendered.
(iii) Breakdown of the overall price, in the form provided in Volume 4 (Bill of Quantities).

**Notes to Clause 16.1:**

1. Tenderers will be requested to clarify/rectify, within five working days from notification, the tender guarantee only in the following two circumstances: either incorrect validity date, and/or incorrect value.
2. Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five working days from notification.
3. No rectification shall be allowed. Only clarifications on the submitted information may be requested.

Tenderers must indicate where the above documentation is to be found in their offer by using an index. All documentation is to be securely bound/filed.

Tenderers are NOT required NOR expected to submit, with their offer, any components of the tender document except those specifically mentioned in Clause 16.

**17. Tender Prices**

17.1 The tender price must cover the whole of the works as described in the tender documents.

17.2 The tenderer must provide a breakdown of the overall price in Euro (€).

17.3 Tenderers must quote all components of the price inclusive of taxes / charges, customs and import duties and any discounts but exclusive of VAT. Tenderers not registered with the VAT authority in Malta, must still include in their financial offer any VAT that the contracting authority may have to pay either in Malta or the country where the tenderer is registered irrespective of the reverse charge mechanism. The financial offer will be considered as the total financial cost to the contracting authority including any VAT that may have to be paid not through the winning tenderer. Except as may otherwise be provided for in the contract, no payment will be made for items which have not been costed.

17.4 Different options are to be clearly identifiable in the technical and financial submission; a separate Tender Form (as per Volume 1, Section 2) marked ‘Option 1’, ‘Option 2’ etc. for each individual option clearly outlining the price of the relative option is to be submitted.

17.5 If the tenderer offers a discount, the discount must be absorbed in the rates of the Bill of Quantities/Financial Statement.

17.6 The prices for the contract, must include all of the works to be provided. The prices quoted are fixed and not subject to revision or escalation in costs, unless otherwise provided for in the Special Conditions.

**18. Currencies of Tender and Payments**

18.1 The currency of the tender is the Euro (€). All sums in the breakdown of the overall price, in the questionnaire and in other documents must be expressed in Euro (€), with the possible exception of originals of bank and annual financial statements.
18.2 Payments will be made upon certification of works by the Housing Authority, based on the invoice issued by the Contractor, in accordance with the timeframes, terms and conditions of the contract.

18.3 All correspondence relating to payments, including invoices and interim and final statements, must be submitted as outlined in the contract.

19. Period of Validity of Tenders

19.1 Tenders must remain valid for a period of 150 days after the deadline for submission of tenders indicated in the contract notice, the tender document or as modified in accordance with Clauses 11.3 and/or 24. Any tenderer who quotes a shorter validity period will be rejected.

19.2 In exceptional circumstances the Department Contracts Committee may request that tenderers extend the validity of tenders for a specific period. Such requests and the responses to them must be made in writing. A tenderer may refuse to comply with such a request without forfeiting his tender guarantee (Bid Bond). However, his tender will no longer be considered for award. If the tenderer decides to accede to the extension, he may not modify his tender.

19.3 The successful tenderer must maintain his tender for a further 60 days from the date of notification of award.

20. Tender Guarantee (Bid Bond)

20.1 Not applicable.

21. Variant Solutions

21.1 No variant solutions will be accepted. Tenderers must submit a tender in accordance with the requirements of the tender document.

21.2 The rates and prices inserted in the bill of quantities (if applicable) must tally with the conditions laid down in the tender documents.

22. Preparation and Signing of Tenders

22.1 All tenders must be submitted in one original, clearly marked “ORIGINAL”, and one identical copy (including all documentation as in the original) signed in the same way as the original and clearly marked “COPY”. Tenders must comprise the documents specified in Clause 16 above.

It is the responsibility of the tenderers to ensure that both the original and the copy are an identical representation of one another.

22.2 The tenderer’s submission must be typed in, or handwritten in indelible ink. Any pages on which entries or corrections to his submission have been made must be initialled by the person or persons signing the tender. All pages must be numbered consecutively by hand, machine or in any other way acceptable to the Housing Authority.

22.3 The tender must contain no changes or alterations, other than those made in accordance with instructions issued by the Housing Authority (issued as clarification notes) or necessitated by errors on the part of the tenderer. In the latter case, corrections must be initialled by the person signing the tender.

22.4 The tender will be rejected if it contains any alteration, tampering, addition or deletion to the tender documents not specified in a clarification note issued by the Housing Authority.

D. SUBMISSION OF TENDERS

23. Sealing and Marking of Tenders

23.1 The tenders must be submitted in English and deposited in the Housing Authority’s tender box.
before the deadline specified in Clause 2 or as otherwise specified in accordance with Clause 11.1 and/or 24.1. They must be submitted:

EITHER by recorded delivery (official postal/courier service) or hand delivered to:

Housing Authority
22, Pietro Floriani Street,
Floriana FRN 1060
Malta

Tenders submitted by any other means will not be considered.

23.2 Tenderers must seal the original and the copy of their tender as outlined in Clause 15.

23.3 If the outer envelope is not sealed and marked as required in Sub clause 15.1, the Housing Authority will assume no responsibility for the misplacement or premature opening of the tender.

24. Extension of Deadline for Submission of Tenders

24.1 The Housing Authority may, at its own discretion, extend the deadline for submission of tenders by issuing a clarification note in accordance with Clause 11. In such cases, all rights and obligations of the Housing Authority and the tenderer regarding the original date specified in the contract notice will be subject to the new date.

25. Late Tenders

25.1 All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by the Housing Authority. The associated guarantees will be returned to the tenderers.

25.2 No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

26. Alterations and Withdrawal of Tenders

26.1 Tenderers may alter or withdraw their tenders by written notification prior to the above deadline. No tender may be altered after the deadline for submission.

26.2 Any notification of alteration or withdrawal must be prepared, sealed, marked and submitted in accordance with Clause 23, and the envelope must also be marked with “alteration” or “withdrawal”.

26.3 The withdrawal of a tender in the period between the deadline for submission and the date of expiry of the validity of the tender will result in forfeiture of the tender guarantee provided for in Clause 20.

E. OPENING AND EVALUATION OF OFFERS

27. Opening of Tenders

27.1 Tenders will be opened in public session on the date and time indicated in the timetable at Clause 2 (or as otherwise specified in accordance with Clause 11.1 and/or 24.1) at the Housing Authority, 22, Pietro Floriani Street, Floriana FRN 1060, Malta by the Procurement Section representatives. A ‘Summary of Tenders Received’ will be drawn up and published on the notice board at the Housing Authority and shall also be available to view on the Housing Authority’s website, www.housingauthority.gov.mt under the heading “Tenders”.

27.2 At the tender opening, the tenderers’ names, the tender prices, variants, written notification of alterations and withdrawals, the presence of the requisite tender guarantee and any other information the Housing Authority may consider appropriate will be published.
27.3 Envelopes marked “withdrawal” will be read out first and returned to the tenderer.

27.4 Reductions or alterations to tender prices made by tenderers after submission will not be taken into consideration during the analysis and evaluation of tenders.

28. Secrecy of the Procedure

28.1 After the opening of the tenders, no information about the examination, clarification, evaluation or comparison of tenders or decisions about the contract award may be disclosed before the notification of award.

28.2 Information concerning checking, explanation, opinions and comparison of tenders and recommendations concerning the award of contract, may not be disclosed to tenderers or any other person not officially involved in the process unless otherwise permitted or required by law.

28.3 Any attempt by a tenderer to approach any member of the Housing Authority's Evaluation Committee/Departmental Contracts Committee directly during the evaluation period will be considered legitimate grounds for disqualifying his tender.

29. Clarification of Tenders

29.1 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 tender.

29.2 Such requests and the responses to them must be made by e-mail or fax. They may in no circumstances alter or try to change the price or content of the tender, except to correct arithmetical errors discovered by the evaluation committee when analysing tenders, in accordance with Clause 31.

30. Tender Evaluation Process

30.1 The following should be read in conjunction with Clause 27.

30.2 Part 1: Administrative Compliance

The Evaluation Committee will check the compliance of tenders with the instructions given in the tender document, and in particular the documentation submitted in respect of Clause 16.

The Evaluation Committee shall, after having obtained approval by the Departmental Contracts Committee, request rectifications in respect of incomplete/non-submitted information pertinent to the documentation as outlined in sub-Clause 16.1(a), 16.1(b), 16.1 (c), 16.1(d) and 16.1(e) of these Instructions to Tenderers. Such rectification/s must be submitted within five (5) working days from notification, and will be subject to a non-refundable administrative penalty of €50: failure to comply shall result in the tender offer not being considered any further. No rectification shall be allowed in respect of the documentation as outlined in sub-Clause 16.1(f) of these Instructions to Tenderers. Only clarifications on the submitted information in respect of the latter may be eventually requested.

30.3 Part 2: Eligibility and Selection Compliance

Tenders which have been considered administratively compliant shall be evaluated for admissibility as outlined below:

(i) Eligibility Criteria

• Tender Form (Volume 1, Section 2)

(ii) Selection Criteria

• Evidence of technical capacity (Sub-Clause 6.1.2)
30.4 **Part 3: Technical Compliance**

At this step of the evaluation process, the Evaluation Committee will analyse the administratively-compliant tenders’ technical conformity in relation to the technical specifications (Volume 3, and the documentation requested by the Housing Authority as per sub-Clause 16.1(e)), classifying them technically compliant or non-compliant.

Tenders who are deemed to be provisionally technically compliant through the evaluation of their technical offer (especially the specifications) shall be requested to submit samples so that the Evaluation Committee will corroborate the technical compliance of the offers received.

30.5 **Part 4. Financial Evaluation**

The financial offers for tenders which were not eliminated during the technical evaluation (i.e., those found to be technically compliant) will be evaluated.

The Evaluation Committee will check that the financial offers contain no arithmetical errors as outlined in Clause 31. The financial evaluation will have to identify the best financial offer.

**31. Correction of Arithmetical Errors**

31.1 Admissible tenders will be checked for arithmetical errors by the Evaluation Committee. Errors will be corrected as follows:

(a) where there is a discrepancy between amounts in figures and in words, the amount in words will prevail;

(b) where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will prevail.

31.2 The amount stated in the tender will be adjusted by the Evaluation Committee in the event of error, and the tenderer will be bound by that adjusted amount. In this regard, the Evaluation Committee shall seek the prior approval of the General Contracts Committee to communicate the revised price to the tenderer. If the tenderer does not accept the adjustment, his tender will be rejected and his tender guarantee forfeited.

31.3 When analysing the tender, the evaluation committee will determine the final tender price after adjusting it on the basis of Clause 31.1.

**F. CONTRACT AWARD**

32. **Criteria for Award**

32.1 The sole award criterion will be the price. The contract will be awarded to the cheapest priced tender satisfying the administrative and technical criteria.

33. **Right Of The Housing Authority To Accept Or Reject Any Tender**

33.1 The Housing Authority reserves the right to accept or reject any tender and/or to cancel the whole tender procedure and reject all tenders. The Housing Authority reserves the right to initiate a new invitation to tender.

33.2 The Housing Authority reserves the right to conclude the contract with the successful tenderer within the limits of the funds available. It can decide to reduce the scope of the works or to ask for a discount from the cheapest compliant tenderer.

33.3 In the event of a tender procedure’s cancellation, tenderers will be notified by the Housing Authority. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the sealed envelopes will be returned, unopened, to the tenderers.

33.4 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.

In no circumstances will the Housing 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 Housing Authority has been advised of the possibility of damages. The publication of a contract notice does not commit the Housing Authority to implement the programme or project announced.

34. Notification of Award, Contract Clarifications

34.1 Prior to the expiration of the period of validity of tenders, the Housing Authority will notify the successful tenderer, in writing, that his tender has been recommended for award by the Departmental Contracts Committee, pending any appeal being lodged in terms of Article 21 of the Public Procurement Regulations (being reproduced in Volume 1, Section 6).

34.2 Unsuccessful bidders shall be notified with the outcome of the evaluation process, and will be provided the following information:
(i) the criteria for award;
(ii) the name of the successful tenderer;
(iii) the recommended price of the successful bidder;
(iv) the reasons why the tenderer did not meet the technical specifications/notification that the offer was not the cheapest (if applicable);
(v) the deadline for filing a notice of objection (appeal);
(vi) the deposit required if lodging an appeal.

34.3 The recommendations of the evaluation committee shall be published on the Notice Board of the Housing Authority.

35. Contract Signing and Performance Guarantee

35.1 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.

35.2 Within 15 calendar days of receiving the contract (against acknowledgment of receipt) from the Housing Authority, the successful tenderer will sign and date the contract and return it to the Housing Authority with the performance guarantee and a copy of the insurance policy as per Volume 2, Section 3, Article 14. On signing of the contract by the Housing Authority, the successful tenderer will become the Contractor and the contract will enter into force.

35.3 Before the Housing 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 7 of the Tender Form (Volume 1, Section 2). The above mentioned documents must be submitted by every member of a Joint Venture/Consortium (if applicable).

35.4 If the selected tenderer fails to sign and return the contract, other required documentation, and any guarantees required within the prescribed 15 calendar days, the Housing Authority may consider the acceptance of the tender to be cancelled without prejudice to the Housing Authority's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the Housing Authority.

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

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

35.6 Tender guarantees (bid bonds) provided by tenderers who have not been selected shall be released within 30 calendar days from the signing of the contract. The tender guarantee of the successful tenderer shall be released on the signing of the contract, and on submission of a valid performance guarantee.

35.7 The performance guarantee referred to in the General Conditions is set at 10% of the amount of the contract and must be presented in the form specified in Volume 2, Section 4, to the tender document the performance guarantee shall be released within 30 days of the signing of the Final Statement of Account (Final Bill), unless the Special Conditions provide otherwise.

36. Commencement of Works (Order To Start Works)

36.1 Following the signing of the contract by both parties, the Supervisor will issue a written notice of commencement of the works in accordance with the General Conditions, as specified by the Special Conditions.

36.2 The Contractor must inform the Housing Authority's representative by return that he has received the notice.

G. MISCELLANEOUS

37. Ethics Clauses

37.1 Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Housing Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his candidacy or tender and may result in administrative penalties.

37.2 Without the Housing Authority's prior written authorisation, the Contractor and his staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or sub-contracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other programmes or projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.

37.3 When putting forward a candidacy or tender, the candidate or tenderer must declare that he is affected by no potential conflict of interest, and that he has no particular link with other tenderers or parties involved in the project.

37.4 The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of his profession. He must refrain from making public statements about the project or services without the Housing Authority's prior approval. He may not commit the Housing Authority in any way without its prior written consent.

37.5 For the duration of the contract, the Contractor and his staff must respect human rights and undertake not to offend the political, cultural and religious morals of Malta.

37.6 The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Housing Authority.

37.7 The Contractor and his staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor are confidential.

37.8 The contract governs the Parties’ use of all reports and documents drawn up, received or presented by them during the execution of the contract.

37.9 The Contractor shall refrain from any relationship likely to compromise his independence or that of his staff. If the Contractor ceases to be independent, the Housing Authority may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.
37.10 The tender(s) concerned will be rejected or the contract terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

38. Data Protection and Freedom of Information

38.1 Any personal data submitted in the framework of the procurement procedure and/or subsequently included in the contract shall be processed pursuant to the Data Protection Act (2001). It shall be processed solely for the purposes of the performance, management and follow-up of the procurement procedure and/or subsequent contract by the Housing Authority without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with National and/or Community law.

38.2 The provisions of this contract are without prejudice to the obligations of the Housing Authority in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). The Housing Authority, prior to disclosure of any information to a third party in relation to any provisions of this contract which have not yet been made public, shall consult the contractor in accordance with the provisions of the said Act, pertinent subsidiary legislation and the Code of Practice issued pursuant to the Act. Such consultation shall in no way prejudice the obligations of the Housing Authority in terms of the Act.

39. Gender Equality

39.1 In carrying out his/her obligations in pursuance of this contract, the tenderer shall ensure the application of the principle of gender equality and shall thus ‘inter alia’ refrain from discriminating on the grounds of gender, marital status or family responsibilities. Tenderers are to ensure that these principles are manifested in the organigram of the company where the principles aforementioned, including the selection criteria for access to all jobs or posts, at all levels of the occupation hierarchy are amply proven. In this document words importing one gender shall also include the other gender.
**VOLUME 1 SECTION 2 – TENDER FORM**

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

Publication Reference: Advert No. 37/2015  
Name of Tender: CONSTRUCTION WORK, SUPPLY, INSTALLATION AND COMMISSIONING OF 1 PASSENGER LIFT AT BLOCK C3, TRIQ IL-PRINCIPESSA MARGERITA, TA’ XBIEX.  
File Reference No: TWO 3/2015

<table>
<thead>
<tr>
<th>In case of a Joint Venture/Consortium:</th>
<th>Nationality</th>
<th>Proportion of Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name(s) of Leader/Partner(s)</td>
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<tr>
<td>Leader</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Partner</td>
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<td></td>
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<tr>
<td>Etc ...</td>
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<td></td>
</tr>
</tbody>
</table>

1. 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).

2. Proposed proportion of responsibilities between partners (in %) with indication of the type of the works to be performed by each partner (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).

<table>
<thead>
<tr>
<th>Work intended to be subcontracted</th>
<th>Name and details of sub-contractors</th>
<th>Value of sub-contracting as percentage of the total cost</th>
<th>Experience in similar works (details to be specified)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidders are to include “NIL” if no subcontractors are going to be engaged on this project.</td>
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<td></td>
</tr>
<tr>
<td>1</td>
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<tr>
<td>2</td>
<td></td>
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</tr>
</tbody>
</table>

3. The maximum amount of sub-contracting must not exceed 30% of the total contract value. The main contractor must have the ability to carry out at least 70% of the contract works by his own means.
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 Housing Authority) for invitation to tender No 37/2015 of (Publication Date) 13/02/2015. 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 execute, in accordance with the terms of the tender document and the conditions and time limits laid down, without reserve or restriction, the following works:

CONSTRUCTION WORKS, SUPPLY, INSTALLATION & COMMISSIONING OF 1 PASSENGER LIFT AT BLOCK C3, TRIQ IL-PRINCIPessa MARGERITA, TA’ XBIEX.

3 The Grand Total Price of our tender (exclusive of VAT, inclusive of duties, eco-contribution, other taxes and any discounts) is:

   Euro .....................................................
   b/f from Summary Page

4 This tender is valid for a period of 150 days from the final date for submission of tenders.

5 If our tender is accepted, we undertake to provide a performance guarantee of 10% of the contract value as required by the General Conditions.

6 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.

7 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.

8 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 7 of this declaration are not submitted by the indicated dates.

9 We agree to abide by the ethics clauses of the instructions to tenderers and, in particular, 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.

10 We will inform the Housing 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.

11 Our tender submission has been made in conformity with the Instructions to Tenderers, and in this respect we confirm having included in the appropriate packages as required, the following documentation:

(a) **Tender Guarantee** *(Note 1)*
   - Bid Bond - Not Applicable

(b) **General Information** *(Note 2)*
   - Participation Fee (Volume 1, Section 4, Form 1)
   - Statement on Conditions of Employment (Volume 1, Section 4, Form 2)

(c) **Selection Criteria** *(Note 2)*

(d) **Technical Capacity** *(Note 2)*
   - Health & Safety Representative (Volume 1, Section 4, Form 3)
   - Overview of Tenderer’s Personnel (Volume 1, Section 4, Form 4)
   - Plant and equipment to be employed on contract (Volume 1, Section 4, Form 5)

(e) **Evaluation Criteria/Technical Specifications** *(Note 2)*
   - Tenderer’s Technical Offer (Volume 3, Part 2, Appendices 1-5)
   - Literature/List of Samples (Volume 1, Section 4, Form 6)
   - Green Public Procurement Declaration (Volume 1, Section 4, Form 7)

(f) **Tender Form and Financial Offer/Bill of Quantities** *(Note 3)*

**Notes:**

1. Tenderers will be requested to clarify/rectify, within five working days from notification, the tender guarantee only in the following two circumstances: either incorrect validity date, and/or incorrect value. This is indicated by the symbol ○.

2. Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five working days from notification. This is indicated by the symbol ○.

3. No rectification shall be allowed. Only clarifications on the submitted information may be requested. This is indicated by the symbol ●.

12 I acknowledge that the Housing Authority shall request rectifications in respect of incomplete/non-submitted information pertinent to the documentation listed in Clause 11(a), 11(b), 11(c), 11(d) and 11(e) of this Tender Form. We understand that such rectification/s must be submitted within five (5) 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.
We note that the Housing 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: 
VOLUME 1 SECTION 3 - TENDER GUARANTEE FORM

Not applicable
Forms to be completed and submitted by the Tenderer:

Form 1 - Participation Fee
Form 2 - Statement on Conditions of Employment
Form 3 - Health & Safety Representative
Form 4 - Overview of Tenderer’s Personnel
Form 5 - Plant and Equipment to be Employed on Contract
Form 6 - Literature/List of Samples
Form 7 - Green Public Procurement Declaration

Notes to Tenderers

1. All questions contained in the forms must be answered by the tenderer.
2. Additional sheets may be attached as necessary.
3. If a question does not apply to the tenderer, the box at the end of the page must be ticked appropriately.
4. Every single page of each form must be numbered consecutively in the bottom right-hand corner.
5. Financial data and declarations presented by the tenderer must be given in Euro. Original bank statements may be also attached for reference.
6. Attached documentation/certificates must always be accompanied by a relevant translation in the language of the procedure.
7. Each partner in a joint venture/consortium must fill in and submit every form.
8. The person signing this questionnaire guarantees the truthfulness and accuracy of all the statements made.
9. The accuracy of the answers to the questionnaire, their completeness and the attached documentation will be taken into account in the tender evaluation. Please refer to Clause 1.1 of the Instructions to Tenderers.
Form 1 - Participation Fee

There is NO participation fee for this tender.
Form 2 - Statement on Conditions of Employment

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

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: ...............................................................

(\textit{the person or persons authorised to sign on behalf of the tenderer})

Date: .................................................................
**Form 3 - Health and Safety Representative**

Evaluation Committee reserves the right to request CV during evaluation stage:

<table>
<thead>
<tr>
<th>Position</th>
<th>Name and Surname</th>
<th>Nationality</th>
<th>Age</th>
<th>Level of Education</th>
<th>Qualifications in Health and Safety</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health and Safety Representative</td>
<td></td>
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</tr>
</tbody>
</table>

Signature: .................................................................

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

Date: ..................................................................................
### Form 4 - Overview of Tenderer’s Personnel

<table>
<thead>
<tr>
<th>Description</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A Managerial</strong></td>
<td></td>
</tr>
<tr>
<td>• Director/s and Management</td>
<td></td>
</tr>
<tr>
<td><strong>B Manpower</strong></td>
<td></td>
</tr>
<tr>
<td>• Project Manager/ Foreman</td>
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<tr>
<td>• Engineer</td>
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<tr>
<td>• Skilled personnel</td>
<td></td>
</tr>
<tr>
<td>• Unskilled personnel</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
</tr>
</tbody>
</table>

Signature: .................................................................

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

Date: .................................................................
Form 5 - Plant and Equipment to be Employed on Contract

Plant proposed and available for the performance of the contract

<table>
<thead>
<tr>
<th>DESCRIPTION OF TOOLS, PLANT AND TECHNICAL EQUIPMENT (Type/Make/Model)</th>
<th>Owned (O)</th>
<th>Hired (H)</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

Signature: ............................................................................

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

Date: ............................................................................
**Form 6 - Literature**

1. List of literature to be submitted with the tender:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Reference in Technical Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Documentation regarding conformity of the manufacturing of the lift to MSA EN 81-1 latest edition + A3 or MSA EN 81-2 + A3 latest edition and MSA EN 81-70 (Accessibility)</td>
<td>Volume 3 Part 1 Section F</td>
</tr>
<tr>
<td>1.2</td>
<td>Official Classification of lift offered as per VDI 4707 standards (Class A Category usage 1)</td>
<td>Volume 3 Part 1 Section F</td>
</tr>
<tr>
<td>1.3</td>
<td>The maintenance agreement including hourly rate for emergency call outs after office hours</td>
<td>Volume 3 Part 1 Section F</td>
</tr>
</tbody>
</table>

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 will prevail.

No samples are being requested by the Housing Authority. However, the Housing Authority reserves the right to demand samples of materials corresponding to the literature submitted by the tenderer DURING EVALUATION STAGE OR AFTER THE AWARD OF THE TENDER.

Signature: .................................................................

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

Date: .................................................................
Form 7 - Green Public Procurement Declaration

I declare that the products/substances mentioned in Volume 3, Technical Specifications:

Section D - FINISHES TO WALLS AND CEILINGS - Item 15

will not be used during the execution of works for this tender.

Signature:  .................................................................

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

Date:  ..............................................................................
Definitions

Note: the present definitions are given here for convenience only, in the context of the tender procedure. The definitions set out in the contract as concluded are determining for the relations between the parties to the contract.

Administrative order: means any instruction or order issued by the Engineer to the Contractor in writing regarding the execution of the works.

Breakdown of the overall price: means a heading-by-heading list of the rates and costs making up the price for a lump-sum contract.

Central Government Authority: means the Department of Contracts.

Contracting Authority: means the final beneficiary.

Conflict of interest: means any event influencing the capacity of a candidate, tenderer or supplier to give an objective and impartial professional opinion or preventing him, at any moment, from giving priority to the interests of the Housing Authority and the Contracting Authority. Any consideration relating to possible contracts in the future or conflict with other commitments, past or present, of a candidate, tenderer or supplier, or any conflict with his own interests. These restrictions also apply to sub-contractors and employees of the candidate, tenderer or supplier.

Contract value: means the total value of the contract to be paid by the Contracting Authority in terms of the agreed terms and conditions.

Contractor: means the successful tenderer, once all parties have signed the contract.

Day: means calendar day.

Dayworks: means varied work inputs subject to payment on an hourly basis for the Contractor's employees and plant.

Defects Notification Period: means the period stated in the contract immediately following the date of provisional acceptance, during which the Contractor is required to complete the works and to remedy defects or faults as instructed by the Engineer.

Drawings: means drawings provided by the Contracting Authority and/or the Engineer, and/or drawings provided by the Contractor and approved by the Engineer, for the carrying out of the works.

Engineer's Representative: means any natural or legal person, designated by the Engineer as such under the contract, and empowered to represent the Engineer in the performance of his functions, and in exercising such rights and/or powers as have been delegated to him. In this case, references to the Engineer will include his representative.

Equipment: means machinery, apparatus, components and any other articles intended for use in the works.

Evaluation Committee: means a committee made up of an odd number of voting members (at least three) appointed by the Housing Authority and possessing the technical, linguistic and administrative capacities necessary to give an informed opinion on tenders.

Final Acceptance Certificate: means a certificate(s) issued by the Engineer to the Contractor at the end of the Defects Notification Period stating that the Contractor has completed his obligations to construct, complete and maintain the works concerned.

Final Beneficiary: means the Department/Entity or other government body on whose behalf the Department of Contracts has issued this tender.

Foreign currency: means any currency permissible under the applicable provisions and regulations other than the Euro, which has been indicated in the tender.
**General Conditions:** means the general contractual provisions setting out the administrative, financial, legal and technical clauses governing the execution of contracts.

**General Damages:** means the sum not stated beforehand in the contract, which is awarded by a court or an arbitration tribunal, or agreed between the parties, as compensation payable to an injured party for a breach of the contract by the other party.

**In writing:** means any hand-written, typed or printed communication, including fax transmissions and electronic mail (e-mail).

**Lift:** means a lifting appliance serving specific levels, having a carrier moving along guides which are rigid and inclined at an angle of more than 15 degrees to the horizontal, intended for the transport of persons and normal domestic items cumulatively not exceeding the lift’s carrying capacity and whose speed is greater than 0.15m/s.

**Liquidated Damages:** means the sum stated in the contract as compensation payable by the Contractor to the Contracting Authority for failure to complete the contract or part thereof within the periods under the contract, or as payable by either party to the other for any specific breach identified in the contract.

**Modification:** means an instruction given by the Engineer which modifies the works.

**National Currency:** means the currency of the country of the Contracting Authority.

**Period:** means a span of time beginning the day after the act or event chosen as its starting point. Where the last day of a period is not a working day, the period expires at the end of the next working day.

**Plant:** means appliances and other machinery and, where applicable under the law and/or practice of the state of the Contracting Authority, the temporary structures on the site required to carry out the works but excluding equipment or other items required to form part of the permanent works.

**Provisional Sum:** means a sum included in the contract and so designated for the execution of works or the supply of goods, materials, plant or services, or for contingencies, which sum may be used in whole or in part, or not at all, as instructed by the Engineer.

**PSDS:** means a Project Supervisor for design stage appointed by Contracting Authority as per LN 281 of 2004.

**PSCS:** means a Project Supervisor for construction/execution stage appointed by Contracting Authority as per LN 281 of 2004.

**Site:** means the places provided by the Contracting Authority where the works are to be carried out and other places stated in the contract as forming part of the site.

**Special Conditions:** means the special conditions laid down by the Contracting Authority as an integral part of the tender document, amplifying and supplementing the general conditions, clauses specific to the contract and the terms of reference (for a service contract) or technical specifications (for a supply or works contract).

**Supervisor/Engineer:** means the legal or natural person responsible for administering the contract on behalf of the Contracting Authority.

**Tender Document/s:** means the dossier compiled by the Contracting Authority and containing all the documents needed to prepare and submit a tender.

**Tender Price:** means the sum stated by the tenderer in his tender for carrying out the contract.

**Works:** means works of a permanent or temporary nature executed under the contract.

**Written Communications:** means certificates, notices, orders and instructions issued in writing under the contract.
Part II - Rules governing public contracts whose value does not exceed one hundred and twenty thousand euro (€120,000)

The procedure for the submission of appeals is stipulated in Part II of the Public Procurement Regulations (Legal Notice 296/2010), reproduced hereunder for ease of reference.

21(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 contracting 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) (a) Any tenderer or candidate who feels aggrieved by a decision taken by the Review Board may appeal to the Court of Appeal (Superior Jurisdiction) as constituted in accordance with article 41(1) of the Code of Organization and Civil Procedure by means of an application filed in the registry of that court within twenty calendar days from the decision on which that decision has been made public.

(b) A copy of the appeal application shall be served on the Contracting Authority and on the recommended tenderer, if any, who may file a written reply within twenty days from the date of service.

(c) The Court of Appeal shall set down the cause for hearing at an early date, in no case later than two months from the date on which the appeal is brought before it and shall cause notice of such date to be given to the parties who, on their part, shall assume the responsibility to visit the court registry and be aware of the latest information regarding the appointment for the hearing of the case.

(d) After appointing the application for hearing, and after listening to the oral submissions made by all parties, the Court shall decide the application on its merits, within the shortest time possible but not any later than four months from the day when the appeal had been filed and the parties have been duly notified. Pending the decision of the Court, the process of the
call for tenders shall be suspended.

(6) Tender documents issued in terms of this Part shall include a clause informing tenderers that the award of the contract is subject to the right of recourse as provided for in this regulation, a copy of which should be reproduced in the documents.

(7) The Minister shall have the authority by order to extend the provisions of this regulation in order that recourse as provided in this regulation be made available also by authorities listed in Schedule 3 and to prescribe the procedure by which such recourse is to be granted.
Financed by: Housing Authority Funds

Project: Tender for Construction Works, Supply, Installation & Commissioning of 1 Passenger Lift at BLOCK C3, TRIQ IL-PRINCIPESSA MARGERITA, TA' XBIEX.

Contract Number: TWO 3/2015

This contract is concluded between:

Housing Authority
22, Pietro Floriani Street,
Floriana FRN 1060
Malta

[Name of Contractor]
[Address]

(hereinafter called “The Contractor”) on the other part,

Whereas the Housing Authority is desirous that certain works should be executed by the Contractor, viz.: TENDER FOR CONSTRUCTION WORKS, SUPPLY, INSTALLATION & COMMISSIONING OF 1 PASSENGER LIFT AT BLOCK C3, TRIQ IL-PRINCIPESSA MARGERITA, TA’ XBIEX and has accepted a tender by the Contractor for the execution and completion of such works and the remedying of any defects therein.

It is hereby agreed as follows:

1. In this contract words and expressions shall have the meanings assigned to them in the contractual conditions set out below.

2. The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:

   a) this Contract,
   b) the Special Conditions,
   c) the General Conditions,
   d) the Contracting Authority’s technical specifications, bill of quantities and design documentation,
   e) the Contractor’s technical offer (including any clarifications made during adjudication),
   f) 2 bill of quantities (1 - after arithmetical corrections & 2 - submitted)/breakdown,
   g) the tender form,
   h) any other documents forming part of the contract.

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

3. In consideration of the payments to be made by the Housing Authority to the Contractor as hereinafter mentioned, the Contractor undertakes to execute and complete the works and remedy defects therein in full compliance with the provisions of the contract.

4. The Housing Authority hereby agrees to pay the Contractor in consideration of the execution and completion of the works and remediing of defects therein the amount of:

   • Contract price (excluding VAT/including other taxes): €.........................
   • Contract price in words:........................................................................... Euro
or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract. VAT shall be paid in compliance with National Law (in particular the VAT Act 1998, the Act No X of 2003 and relevant Legal Notices).

5. The Contractor hereby agrees to submit a performance guarantee amounting to €.............. equivalent to 10% of the contract value (excluding VAT) together with the signed contract.

6. The Contractor hereby also agrees to submit an insurance policy as per Article 14 of Volume 2, Section 3 of the Special Conditions.

7. In witness whereof the parties hereto have signed the contract. This contract shall take effect on the date on which it is signed by the last party.

Done in English in two originals: one for the Housing Authority and one for the Contractor.

**Housing Authority:**
Signed by: ...........................................................
Name & Surname ...........................................................
Signature: ...........................................................
In the capacity of: ...........................................................
Being fully authorized by and acting on behalf of: ...........................................................
Date: ...........................................................

**Contractor:**
Signed by: ...........................................................
Name & Surname ...........................................................
Signature: ...........................................................
In the capacity of: ...........................................................
Being fully authorized by and acting on behalf of: ...........................................................
Date: ...........................................................
VOLUME 2 SECTION 2 - GENERAL CONDITIONS

The full set of General Conditions for Works Contracts (Version 1.04 dated 30/12/2013) can be viewed/downloaded from:

www.contracts.gov.mt/conditions

It is hereby construed that the tenderers have availed themselves of these general conditions, that they have read and accepted in full and without reservation the conditions outlined therein and that they 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.
VOLUME 2 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.

Article 2: Law and language of the contract

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 Housing Authority’s technical specifications and design documentation,
(e) the Contractor’s technical offer, and the design documentation (drawings),
(f) the bill of quantities (after arithmetical corrections)/breakdown,
(g) the tender form,
(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 As in General Conditions however communications can also be sent by e-mail to the addresses designated by the Parties.

Article 5: Supervisor and Supervisor’s representative

5.6 The Contractor shall place at the disposal of the Supervisor, temporarily and free of charge all information, literature, specifications and access to all places where work is being prepared or from where manufactured articles are being obtained, which are considered necessary for verifying and inspecting the works to be carried out and the items to be provided. The contractor is obliged to obtain permission from the Supervisor to carry out any inspection, examination and testing on those premises where items to be used are being manufactured.

Article 8: Supply of Documents

8.1 The Supervisor shall provide the Contractor with a complete set of drawings together with the Specifications and Bill of Quantities free of charge.

8.4 The Contractor shall provide everything necessary for the proper execution of the works according to the true intent and meaning of the drawings, specifications and Bills of Quantities supplied by the Supervisor. The contractor may wish to provide additional drawings and documents which may include any revisions or deviations from the contract drawings. In each case, the contractor is to submit a copy of these drawings to the Supervisor and await his approval in writing before proceeding with the work.
Article 10: Assistance with Local Regulations

10.2 If necessary, the Contractor shall duly notify the Housing Authority of details of the works so that the Housing Authority can assist him in obtaining the requisite permits or import licences.

Article 11: The Contractor’s Obligations

11.5 The Contractor shall comply fully with any administrative orders given to him. Where the Contractor considers that the requirements of an administrative order exceed the authority of the Supervisor or the scope of the contract, he shall, on pain of being time-barred, notify the Supervisor of this fact within 10 days of receiving the administrative order and inform the Housing Authority. Execution of the administrative order shall be suspended during this period.

The Contractor shall draw up and submit for the Supervisor's approval a programme of performance of the contract, in accordance with the detailed rules laid down in Articles 15 and 32 of the Special Conditions.

Where appropriate and within a period not exceeding three weeks, the Contractor must, in response to a reasoned request from the Supervisor, be able to provide a detailed breakdown of his prices.

The Contractor may be required to draw up detailed drawings of specific works, in cases where revisions from contract drawings are required and details of works as built. Such works are to be submitted for the Supervisor's approval. The same shall apply to documents and items, which are to be submitted to the Supervisor for endorsement or acceptance. These detailed drawings, documents and items may not be reproduced or used for another purpose by the Housing Authority, nor communicated to third parties, except with the Contractor's agreement and on payment of fair compensation.

11.9 The Contractor shall treat all documents and information received in connection with the contract as private and confidential. He shall not, save in so far as may be necessary for the purposes of the contract's execution, publish or disclose any particulars of the contract without the prior consent in writing of the Housing Authority or the Supervisor after consultation with the Housing Authority. If any disagreement arises as to the necessity for any publication or disclosure for the purpose of the contract, the decision of the Housing Authority shall be final.

The Supervisor shall supply the Contractor with a complete set of drawings together with the Specifications and Bills of Quantities at the disposal of the Contractor. The Supervisor shall also furnish the Contractor, at the latter's request, any further details that are in the opinion of the Supervisor, necessary for the execution of any part of the work. Such request is to be made within a reasonable time before it is necessary to execute such work. The Supervisor may request the return of these drawings and documents at the end of the defects liability period. The Contractor may purchase, in so far as they are available, additional copies of these drawings, documents and items. The Supervisor may not hand over these drawings, documents and items until the performance guarantee is established.

11.11 Article 11.11 of the General Conditions is not applicable.

Article 12: Superintendence of the works

12.3 The Contractor's representative shall have full authority to make any decision necessary for the execution of the works, to receive and carry out administrative orders and to countersign the work register referred to in these Conditions or the Annexes. He shall assume responsibility for the proper execution of the works on behalf of the Contractor and is required to be constantly on the site of works and to devote his whole attention to the superintendence and co-ordination of same.
Article 13: Performance Guarantee

13.1 The Contractor shall, within 15 days of receipt of the notification of the award of contract, furnish the Housing Authority with a guarantee for the full and proper performance of the contract. A copy shall also be delivered to the Housing Authority. The amount of the guarantee shall represent 10% of the amount of the contract price. Should such total contract price be duly increased, the Contractor undertakes to increase the amount of the guarantee by 10% of this increase.

13.2 The performance guarantee shall be held against payment to the Housing Authority for any loss resulting from the Contractor's failure to perform his contractual obligations fully and properly.

13.3 The performance guarantee shall be in the format given in Volume 2 of the tender dossier and may be provided in the form of a bank guarantee. It shall be issued by a bank in accordance with the eligibility criteria applicable for the award of the contract.

13.5 If, during the performance of the contract, the natural or legal person providing the guarantee is not able to abide by his commitments, the Housing Authority shall give formal notice to the Contractor to provide a new guarantee on the same terms as the previous one. Should the Contractor fail to provide a new guarantee, the Housing Authority may terminate the contract. Before applying these measures, it shall send the Contractor a registered letter with acknowledgement of delivery serving notice for the establishment of the performance guarantee. Such notice shall set a new time limit, which may not be less than 15 days and which shall commence on the date of delivery of the letter.

13.6 The Housing Authority shall demand payment from the guarantor of all sums for which the guarantor is liable under the guarantee due to the Contractor's default under the contract, in accordance with the terms of the guarantee and up to the value thereof. The guarantor shall, without delay, pay those sums upon demand from the Housing Authority and may not raise any objection for any reason whatsoever. Before making any claim under the performance guarantee, the Housing Authority shall notify the Contractor stating the nature of the default in respect of which the claim is to be made.

13.7 The performance guarantee shall be released within 30 days of the approval of the final statement of account. If, for any reason, the approval of the final statement of account is delayed by more than 30 days following the date of provisional acceptance, the Housing Authority may recommend the release of half the guarantee until the final statement of account is approved.

Article 14: Insurance

14.5 All the insurance referred to in this Article shall be taken out within 30 days of the notification of the award of the contract, and shall be subject to approval by the Housing Authority. Such insurance shall take effect as from the commencement of the works and remain in force until final acceptance of the works. The Contractor shall present the Housing Authority with a certified true copy of the insurance policy and proof that premiums have been duly paid. This clause shall not imply any responsibility on the Housing Authority should the contractor fail to provide such proof and shall remain solely responsible for the provision of such cover (see Volume 1, Section 1, Article 35.2).

14.6 Notwithstanding the Contractor's insurance obligations under Article 14, the Contractor shall bear sole liability for, and indemnify the Housing Authority and the Supervisor against, any claims by third parties for damage to property or personal injuries arising from the execution of the works by the Contractor, his subcontractors and employees.

14.7 The Contractor shall be held fully responsible for any losses that may be incurred by the Housing Authority and the Supervisor in the event of failure to insure as required, failure to maintain continuity of coverage, failure to insure adequately and/or failure to comply with policy terms, conditions, warranties or other policy or legal requirements.
**Article 15: Performance Programme (Timetable)**

15.1 The Contractor shall submit a programme of works to the Housing Authority representative/Perit as required in article 15.1 of the General Conditions of Contract.

15.2 The programme of works shall be submitted within 15 days of last signing of the contract.

15.4 The contractor is to follow the programme outlined in Volume 3, Part 2, Appendix 3 in order to maintain a steady rate of progress and complete the project within the time stipulated. Failure to adhere to the programme shall entail a penalty equivalent to the number of days in delay from the approved programme and based on the daily rate stipulated in Article 34.1 of the Special Conditions.

**Article 17: Contractor’s Drawings**

17.1 The Contractor shall submit to the Supervisor for approval:

a) the technical literature and samples required within 14 days of notification by the Supervisor;

b) as built drawings on which shall be noted neatly, accurately and promptly as work progresses all significant changes between the work shown on the contract drawings and that which is actually constructed;

c) such drawings as the Supervisor may reasonably require for the performance of the contract.

17.7 Before provisional acceptance of the works, the Contractor shall supply the following:

a. Reproducible copies of as built drawings so as to show clearly the way in which the work was finally constructed or services installed and;

b. operating and maintenance manuals together with drawings, which shall be detailed enough to enable the Housing Authority to operate, maintain, adjust and repair all parts of the works. Unless otherwise stated in the Special Conditions, the manuals and drawings shall be in the language of the contract and in such forms and numbers as stated in the contract. The works shall not be considered complete for the purpose of provisional acceptance until such manuals and drawings have been supplied to the Housing Authority.

**Article 18: Sufficiency of Tender Prices**

18.4 The tendered rates shall be inclusive of all work as specified, as well as any other works that are of a contingent or indispensable nature for completing the work in its entirety and to the satisfaction of the Architect in charge. The rates shall be inclusive of architects’ fees, measurement fees and all other charges applicable by law including but not limited to the following:

a) Preparation of site to commence works;

b) Preparing material and tools for transport to and from the site;

c) Taking the plant to and bringing it back from the site, including insurance and all costs, expenses and charges whatsoever in connection with or arising out of the transport;

d) Hire of tools and equipment during preparation and during transport;

e) Putting the plant into working order on arrival at the site and dismantling the same on completion of the works;
f) Plant shall also include equipment and instruments for surveying and measurement, tools, scaffolding and other means of access;

g) Costs and expenses in connection with recruiting and sending out site staff, their repatriation, outfit, inoculations and other medical expenses, passports, passages, salaries or wages, all costs in connection with travelling, pay whilst sick, insurance, living and all other costs, expenses and allowances whatsoever;

h) All initial expenditure such as provision and transport of cars for the Contractor’s staff, temporary buildings such as offices or stores or huts and all other costs;

i) Installation, maintenance and removal on completion of Works of all Contractor’s temporary Works and storage areas;

j) All costs in connection with the procurement, at the proper time, for the expeditious execution of the Works, of materials including but not limited to, importation, transport, insurance, taxes, duties and other financial impositions, storage and protection, distribution about the site, hoisting and/or lowering into position, losses, waste and any other expenses whatsoever in the procurement, protection, handling and use of materials;

k) The provision of any samples of materials called for by the Supervisor.

l) The costs of all samples, tests, shop drawings and the like except those items specially referred to as independent testing in the Conditions of Contract and Specifications;

m) The additional cost of working, or loss of productivity in adverse weather conditions;

n) Protection of the Works and Demobilisation;

o) The use of covered chutes, skips and covered trucks for the removal and transport of materials and debris;

p) Double and manual handling of materials due to site conditions;

q) Use the methods of installation which create the least inconvenience from noise and dust to the adjacent buildings;

r) Keep the site in an orderly manner, clean and in a safe condition at all times and immediately removing all waste and rubbish;

s) The Rates and Prices shall cover all work as specified, as well as materials necessary, profits and payments of Customs Duty and Landing charges on all imported goods, taxes, eco-contribution (if any), dumping fees, all site costs, site supervision and overhead charges and all other costs, expenditure whatsoever together with any allowances for profit thereon; but exclusive of VAT;

t) All expenditure in connection with the provision of all drawings required and for all instruction manuals unless quoted for in the bill of quantities.

u) Any rates and prices inserted in the Bill of Quantities by the Contractor in respect of the works to be undertaken by his subcontractors shall be inclusive of all additions to cover the Contractor’s profit, charges for attendance upon and services and facilities provided by him for use by his own Sub Contractors.

18.5 The contractor acknowledges the difficulties of access to the site/s and its/their proximity to adjacent finished properties. He is obliged to assume responsibility of any liability towards adjacent neighbours resulting from execution of the works.

18.6 No claims arising from lack of ascertaining the site conditions shall be entertained.
Article 20: Safety on site

20.6 The Contractor will be responsible for the safety of the works (including the materials and plant) until they are taken possession of by the Final Beneficiary and shall stand the risk and be responsible for and must with all possible speed make good, all damage caused by accident, weather, storm or any other causes at his own expense. The Contractor must cover up and protect from damage from any cause, all new work. He must supply protection for the whole of the works executed and any damage caused must be made good by the contractor at his own expense.

20.7 The Supervisor shall reserve the right to ask for the immediate suspension of work or part thereof and shall also ask for the removal of any person from the site should, in their opinion, such Health and Safety practices are not being adhered to. In such a case, the Contractor shall have no right to claim for any extension of time or any other form of compensation under this contract. The contractor shall also indemnify the Supervisor/Housing Authority against any claims made against them and/or on related responsibilities, by third parties, should the Contractor fail to follow such practices or regulations.

Article 21: Safeguarding adjacent properties

21.3 The Contractor shall bear sole and complete responsibility for any loss or damage during the Contract to lands and other property lying outside the Site or to public utilities or facilities, including roads, sidewalks, driveways, curbs, landscaping, water, sewer, power and telecommunication lines and connections therefore, whether located within or without the Site, and shall be obliged to promptly repay to the Housing Authority or other Government Authorities all costs and expenses incurred by them for and in connection with the repair or replacement of any such lands, public utilities or facilities damaged by the Contractor. The Contractor shall abide by all directives issued by the Housing Authority or other Government Authorities for the purpose of protecting such lands, property, roads and other public utilities and facilities from damage.

Article 22: Interference With Traffic

22.1 Besides the provision of the General Conditions in respect of Article 22.1, contractor is to inform Transport Malta 3 days in advance when any work to be executed will entail the blockage of roads so that TM can take necessary action to identify alternative routes.

22.2 Any special measures which the Contractor considers necessary or which are required by the Housing Authority in order to protect or strengthen sections of roads, tracks or bridges shall be at the expense of the Contractor, whether or not they are carried out by the Contractor. The Contractor shall inform the Supervisor of any special measures he intends to take before carrying them out. The repair of any damage caused to roads, tracks or bridges by the transport of materials, plant or equipment shall be at the expense of the Contractor.

22.3 The Contractor shall comply with and fulfil all obligations imposed by Article 19 of the Police Laws and shall give all notices, obtain all permits, pay all fees that may be lawfully demanded by Public Officers in respect of works and comply with all requirements of the law and any lawful Authority.

Article 28: Soil Studies

28.2 Besides the provision of the General Conditions in respect of Article 28.2, the compensation given is subject to the required approvals, as per procedure, from the Housing Authority and the Central Government Authority.

Article 30: Patents and Licences
Article 30 of the General Conditions is not applicable.

Article 31: Commencement Date

31.1 The Housing Authority shall fix the date on which performance of the contract is to commence and advise the Contractor thereof by administrative order issued by the Supervisor or Procurement Officer.

31.3 Contractor is also to liaise with the tenants as regards access to premises and working hours which will be of least convenience to residents.

Article 32: Period of Execution of Tasks

32.1 All works shall be carried out within a maximum period of sixteen (16) weeks from the date of order to commence works and progress shall be in accordance with the approved Performance Programme required as in Article 15. The contractor shall complete, commission and hand over the works by not later that the completion period.

32.3 The contacting authority will notify contractor via e-mail when a new task arises, specifying starting date and execution period.

Article 34: Delays in Execution

34.1 If the Contractor fails to complete the works by the interim deadline(s) specified in the works programme, the Housing Authority shall, without formal notice and without prejudice to any other remedies under the contract, be entitled to liquidate damages for every day or part thereof which elapses between the end of the period of performance or extended period of performance and the actual date of completion, at the rate of €180 per calendar day of delay, including Sundays and holidays. The amounts due as penalty shall be computed for each day between the target completion date and the actual date of completion, provided such penalty does not exceed 20% of the contract price. If the works have undergone partial acceptance in accordance with Article 59, the liquidated damages specified may be reduced by the proportion of the value of the whole of the works represented by the accepted part.

34.3 a) Should the contractor fail to achieve the progress indicated in the Programme of works submitted with his offer, a penalty equivalent to the number of days behind schedule and based on the daily rate indicated in Article 34.1 shall be deducted from the interim payment. Should the contractor achieve the target completion or reduce the delay by the next instalment, the aforementioned penalty shall be waived in part or in whole.

b) Should workmanship fail to reach the specified standard, a penalty equivalent to the cost of the rectification of the defects shall be deducted. Should the bad workmanship be partly or fully rectified by the next instalment, the penalty shall be waived in part or in whole.

Article 35: Variations and Modifications

35.3 Save where Article 35.2 provides otherwise, prior to issuing an administrative order for a modification, the Supervisor shall notify the Contractor of the nature and form of that modification. As soon as possible, but not later than 8 weeks from the receipt of such notice, the Contractor shall submit to the Supervisor a proposal containing:

a) a description of the tasks, if any, to be performed or the measures to be taken and a programme for execution; and

b) any necessary modifications to the programme of performance or to any of the Contractor's obligations under the contract; and

c) any adjustment to the contract price in accordance with the rules set out in Article 35.
35.6 On receipt of the administrative order requesting the modification, the Contractor shall proceed to carry out the modification as if it had been stated in the contract. The works shall not be delayed pending the granting of any extension of time for completion or adjustment to the contract price. The contractor is obliged to carry out the works and cannot hold up progress. Performance of the contract shall continue unless the Housing Authority specifically orders a suspension of works. Where the order for a modification precedes the adjustment to the contract price, the Contractor shall keep records of the costs of undertaking the modification and of the time expended thereon. Such records shall be open to inspection by the Supervisor at all reasonable times.

35.7 In the event of an increase or decrease in the total volume of work required by the Housing Authority or resulting from circumstances which are caused neither by the Contractor's negligence nor by any action on his part, the Contractor may not claim compensation unless that increase or decrease, calculated on the basis of the original prices and without varying the object of the contract, exceeds 20% of the original contract price. In these circumstances, on making a reasoned request submitted to the Housing Authority, the Contractor shall be entitled to have the contractual period of performance changed.

35.8 Where the increase or decrease, calculated in the manner described, exceeds the percentage indicated in Article 35.7, the Contractor may, when the general statement is drawn up, make a claim for compensation on the grounds of any damage he has suffered as a result of modifications to the original project. He shall also be entitled, on making a reasoned request submitted to the Housing Authority, to a modification in the contractual period of performance. Where the modification, calculated in the manner described, exceeds 33%, the Contractor is entitled to refuse to carry out any work beyond that value. In that case, he shall inform the Housing Authority of his decision by registered letter with acknowledgement of delivery within two months of the administrative order specifying that modification. The Supervisor shall, after consulting the Housing Authority and the Contractor, and after obtaining written approval from the Housing Authority, determine any addition/compensation and extension of period of performance.

Article 36: Suspension

36.3 Additional expenses incurred in connection with such protective measures shall be added to the contract price, unless such suspension is:

a) dealt with differently in the contract; or
b) necessary owing to some default of the Contractor; or
c) necessary owing to abnormal weather conditions on site; or
d) necessary for the safety or the proper execution of the works or any part thereof insofar as such necessity does not arise from any act or default by the Supervisor or the Housing Authority or from any of the exceptional risks referred to in Article 19.

No claims for loss of profit due to temporary suspension of works by the Supervisor, shall be considered.

Article 39: Quality of Works and Materials

39.4 The Contractor will be entirely responsible for the proper and efficient carrying out of the whole of the work that is to be done in the best and most workmanlike manner. He shall satisfy the Supervisor that the works, components and materials are such as specified or equivalent. Samples of works, components and materials to be used shall therefore be submitted to the Supervisor for preliminary technical acceptance before the relative orders for supply are placed.
Article 40: Inspection and Testing

40.3 Further to the provisions of Article 40.3 of the General Conditions the contractor shall agree with the Supervisor the time and place for the testing of any part of the works. The Contractor shall give the Supervisor 48 hours notice when testing is to be carried out.

The Supervisor shall at all times have access to the Works, and to all places where work is being prepared or from where manufactured articles are being obtained for the Works.

No permanent works shall be covered up or put out of view without the approval of the Supervisor and the Contractor shall afford full opportunity for the Supervisor to examine any work which is about to be covered up or put out of view. The Contractor shall give due notice to the Architect whenever any such work is ready for examination.

If so instructed by the Supervisor, the Contractor shall expose any parts of the Works. The Contractor shall, at his own cost, reinstate and make good such parts to the Supervisor’s satisfaction.

Article 42: Ownership of Plants and Materials

42.1 Further to the provisions of Article 42.1 of the General Conditions, the Contractor shall provide his own watchmen and his own storage facilities within the site.

Article 43: Payments: General Principles

43.1 Payments will be made in Euro. Payments shall be authorised and paid by the Housing Authority. The term of payment shall be in percentages of the total cost of the lift installation works and part payments shall be affected after completion of the following 4 stages:

| i. | Deviation of underground and above ground services; Excavation and Construction of Lift Pit where applicable; Earth Electrode; Consumer Unit; Lighting Point and Socket Outlet; Cable from Main-Switch to Consumer Unit; Preparation for Hoistway Steel Structure where applicable; Ordering of Equipment; Any Temporary Protection required. | 30% |
| ii. | Installation of counter-weight; car-frame (chassis); roping. | |
|   | Installation of door-gear and controller board; Installation of buffers/springs. | |
|   | Finishing of lift shaft, machine, roofing works and rainwater system; decoration works; | |
|   | Installation of controller board, car enclosure and door panels. | |
|   | Electrical work in lift shaft and motor area. | |
|   | Casing of door jambs and lintols; laying of marble thresholds, stair railings and other finishing decoration works. | |
|   | Installation of service boxes & Enemalta meters; Other finishing works. | |
|   | Upon full commissioning, testing and certification specified submissions and satisfactory completion of all works. | 60% |
| iii. | First year from official Handing Over to residents | 5% |
| iv. | Second year from official Handing Over to residents | 5% |

43.2 Payments due by the Housing Authority shall be made by cheque issued upon presentation of a VAT fiscal receipt. In the case of acquisitions from suppliers who are not registered with
the VAT Authority in Malta, VAT shall be accounted for and paid by the Contracting Authority directly to the tax Authorities in Malta.

43.4 The 60-day period may be suspended by notifying the Contractor that the payment request cannot be fulfilled because the sum is not due, because appropriate substantiating documents have not been provided or because there is evidence that the expenditure might not be eligible. In the latter case, an inspection may be carried out on the spot for the purpose of further checks. The Contractor shall provide clarifications, modifications or further information within 30 days of being asked to do so. The payment period shall continue to run from the date on which a properly drawn-up payment request is registered.

43.5 The Contractor undertakes to repay any amounts paid in excess of the final amount due to the Housing Authority within 45 days of receiving a request to do so. Should the Contractor fail to make repayment within the deadline set by the Housing Authority, the Housing Authority, with the prior written approval of the Central Government Authority, may (unless the Contractor is a government department or public body of a Member State of the Community) increase the amounts due by adding interest:

- at the rediscount rate applied by the central bank of the country of the Housing Authority if payments are in the currency of that country;
- at the rate applied by the European Central Bank to its main refinancing transactions in euro where payments are in euro,

on the first day of the month in which the time-limit expired, plus three and a half percentage points. The default interest shall be incurred over the time which elapses between the date of the payment deadline set by the Housing Authority (exclusive), and the date on which payment is actually made (inclusive). Any partial payments shall first cover the interest thus established.

Amounts to be repaid to the Housing Authority may be offset against amounts of any kind due to the Contractor. This shall not affect the Parties' right to agree on payment in instalments. Bank charges incurred by the repayment of amounts due to the Housing Authority shall be borne entirely by the Contractor.

Article 44: Prefinancing

No prefinancing is allowed. Article 44 of the General Conditions is not applicable.

Article 45: Retention Monies

45.4 The Housing Authority shall retain 10% of the monies due to the Contractor following completion of works and handling over lifts to residents. On completion of the final bill, the remaining 10% will be held as a guarantee against latent defects and poor workmanship. These funds will become payable to the contractor, less any deductions which may have become due in terms of the above as indicated in Clause 43.1 (iii) and (iv) provided that he has made good all defects that may have appeared during the Defects Liability Period to the satisfaction of the Supervisor and the Housing Authority. In the case of default on the part of the contractor to make good any defects, the Housing Authority may employ any other person or persons to carry out the works at the contractor’s expense, such expenses will be borne by the contractor or be deducted from monies due to him.

Article 46: Price Revision

46.1 Contracts shall be at fixed prices which shall not be revised. No allowances will be made for fluctuations in rates and prices of for any increase or decrease in the costs of labour used/or materials which may occur until the end of the contract period.

46.2 Where prices may be revised under the contract, such revision shall take into account variations in the prices of significant local or external elements which served as a basis for
the calculation of the tender price, such as manpower, services, materials and supplies, as well as charges laid down by law or regulation.

46.3 Prices contained in the Contractor’s tender shall be deemed:

a) to have been determined on the basis of the conditions in force 30 days prior to the latest date fixed for submission of tenders or, in the case of direct agreement contracts, on the date of the contract;

b) to have taken account of the legislation and the relevant tax arrangements applicable at the reference date fixed in Article 46.3(a).

46.4 In the event of changes to, or introduction of, any national or state statute, ordinance, decree or other law, or any regulation or bye-law of any local or other public authority, after the date stated in Article 46.3 which causes a change in the contractual relationship between the parties to the contract, the Housing Authority and the Contractor shall consult on how best to proceed further under the contract, and may as a result of such consultation decide, with the prior approval of the Central Government Authority:

a) to modify the contract; or

b) to provide for compensation for any imbalance caused by one Party to the other; or

c) to terminate the contract by mutual agreement.

46.5 In the event of a delay in the execution of the works for which the Contractor is responsible, or at the end of the period of performance revised as necessary in accordance with the contract, there shall be no further revision of prices within the 30 days before provisional acceptance, except for the application of a new price index, if this is to the benefit of the Housing Authority.

Article 47: Measurement

47.2 The works shall be measured as detailed in the Bills of Quantities and as specified in the appropriate clauses in the attached specifications.

Article 48: Interim Payments

48.1 An interim certificate of payment may be issued at intervals as stipulated in article 43.1. No pre-financing is allowed. No advances will be made for materials purchase and availability on site, for formwork, installation, the hiring or purchase of plant and machinery and temporary works. Payments will only be effected in respect of actual permanent works completed. The payment shall be made on 90% of the value of the works satisfactorily carried and duly measured less any penalties due as follows:

a) Should the contractor fail to achieve the progress indicated in the Programme of works submitted with his offer, a penalty equivalent to the number of days behind schedule and based on the daily rate indicated in Article 34.1 shall be deducted from the interim payment. Should the contractor achieve the target completion or reduce the delay by the next instalment, the aforementioned penalty shall be waived in part or in whole by the Supervisor of the project.

b) Should workmanship fail to reach the specified standard, a penalty equivalent to the cost of the rectification of the defects shall be deducted. Should the bad workmanship be partly or fully rectified by the next instalment, the penalty shall be waived in part or in whole by the Supervisor of the project.

In case where there is a difference of opinion between the Supervisor, quantity surveyor and the contractor, as to the value of an item, the Supervisor’s view will prevail. The Supervisor may make any corrections or modifications to any previous certificate issued by him and shall have power to modify the valuation in, or withhold the issue of any interim payment certificate if the works or any part thereof are not being carried out to his satisfaction.
Article 50: Delayed Payments

50.1 The Contracting Authority shall pay the contractor sums due within 60 days of the date on which an admissible payment is registered, in accordance with Article 43 of these Special Conditions. This period shall begin to run from the approval of these documents by the competent department referred to in Article 43.1 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.

50.2 Once the deadline laid down in Article 50.1 has expired, the Contractor may, within two months of late payment, claim late-payment interest (at the rediscount rate applied by the issuing institution of the country of the Contracting Authority) on the first day of the month in which deadline expired, plus two percentage point (2%). 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).

A contractor would become entitled to the payment of interest at 3%.

By way of exception, when the interest calculated in accordance with this provision is lower than or equal to €200, it shall be paid to the Contractor only upon a demand submitted within two months of receiving late payment.

Article 53: End Date

Article 53 of the General Conditions is not applicable.

Article 57: Provisional Acceptance

57.1 The works shall be taken over by the Housing Authority when they have satisfactorily passed the tests on completion and a certificate of provisional acceptance has been issued or is deemed to have been issued. Provisional acceptance will not be issued unless:

i. all works have been completed and tests carried out;

ii. minor outstanding works, defects and snags have been completed in their entirety and in every respect to the satisfaction of the Supervisor;

iii. all documentation, test results, operating and maintenance instructions, ‘as fitted’ drawings and all other information have been submitted and approved in accordance with the contract.

The contractor remains responsible for all works until such time that the provisional acceptance has been issued by the Supervisor.

57.5 Immediately after provisional acceptance, the Housing Authority may make use of all the works completed. The Contractor must allow for all costs in connection with commissioning the works including all power and consumables required for operating the works, ie electricity, water, gas for commissioning purposes. Commissioning shall include trial operation of all moving parts, easing fine adjustments, lubrication and the like by the contractor to ensure that the works are in proper working order.

Article 58: Maintenance Obligations

58.7 The maintenance obligations shall cover all the works, equipment, plant, materials and systems constructed and installed as part of this contract and the duration shall be two years. The maintenance period shall commence on the date of handing over of the lift to the residents and may recommence in accordance with Article 58.2.
Article 61: Termination by the Housing Authority

61.1 Besides the provision of the General Conditions in respect of Article 61.1, the Housing Authority also has a right to terminate in the following additional cases:

a) the use of materials and/or workmanship which are, in the opinion of the Supervisor, not in accordance with specifications or instructions and repeated default on the part of the Contractor to replace/rectify said materials and workmanship within a reasonable time from the date of instruction to do so by the Supervisor;

b) persistent failure to execute the contract in accordance with the contract documents and to ensure its completion within the time, or any approved extension thereof, specified in the contract;

c) persistent endangerment by the Contractor or his Subcontractors and disregard of health and safety within and immediately surrounding the site;

d) the Contractor uses materials, even if provided by third parties, which in the opinion of the Supervisor, are not up to the required standard or are otherwise defective in any way. In regard to the performance of this contract, the Contractor has infringed any obligations emanating from the law.

Article 66: Dispute Settlement by Litigation

Any dispute between the Parties that may arise during the performance of this contract and that has not been possible to settle otherwise between the Parties shall be submitted to the arbitration of the Malta Arbitration Centre in accordance with the Arbitration Act (Chapter 387) of the Laws of Malta.


Article 70: Safety Regulations

The Contractor is bound to conform to LN 281 of 2004 (Occupational Health and Safety Authority Act). The Contractor shall appoint a Project Supervisor who shall, during the execution of the work, ensure Health and Safety on site.

The Project Supervisor shall be responsible for the preparation of a health and safety plan for the project which shall be issued on behalf of the Housing Authority prior to the issue of the order to start works. Consequently, the Project Supervisor is deemed to be responsible for any resulting health and safety hazards on the construction site. The Project Supervisor will also be responsible to keep, update and make available the health and safety file and to implement the provisions of the approved healthy and safety plan.

The Supervisor shall reserve the right to ask for the immediate suspension of work or part thereof and shall also ask for the removal of any person from the site should it be the case that, in their opinion, such Health and Safety practices are not being adhered to. In such a case, the Contractor shall have no right to claim for any extension of time or any other form of compensation under this contract. The contractor shall also indemnify the Supervisor/Housing Authority/Central Government Authority against any claims made against them and/or on related responsibilities, by third parties, should the Contractor fail to follow such practices or regulations.

Article 71: Environmental Controls

a) Dust Control:
The Contractor, for the duration of the Contract, shall maintain all excavations, embankments, haul roads, permanent access roads, plant sites, waste disposal areas and all other work resulting from such Works.

Dust shall be controlled by water sprinkling. No bituminous treatment shall be used unless otherwise directed.

b) Dumping:

Excavated and rejected materials, but not trash, must be dumped at approved fill sites. Any vegetable soil should be stored or transported and dumped in accordance with regulations issued by the Department of Agriculture.

c) Pollution Control:

The Contractor shall exercise all due care to protect the Site from spillages of oil, gasoline, chemicals, sewage and wastewater. Any such spillages shall be cleaned and disposed of at approved waste disposal sites.

d) Housekeeping:

The Contractor shall keep the Site orderly, clean and in a safe condition at all times, immediately removing all waste and rubbish. The Contractor shall provide on-site containers for the collection of rubbish or dispose of rubbish at approved waste disposal sites at frequent and regular intervals during the progress of the Work.

During the progress of the Works the Contractor shall keep the Site free from all unnecessary obstruction and shall store or dispose of any constructional plant, scaffolding and surplus materials and clear away and remove without delay any items no longer required.

In the event of the Contractor’s forfeiture to conduct the above, the Supervisor/Project Manager shall have the right to engage third parties to clear the site of any debris and deduct the cost from any monies due to Contractor.

e) Clearance of Site on Completion:

Prior to the date of Substantial Completion, the Contractor shall clear away and remove from the Site all constructional plant, surplus materials, rubbish and temporary works of every kind, and leave the whole of the Site and the Works clean and in a condition to the satisfaction of the Supervisor/Project Manager.

In the event of the Contractor’s forfeiture to conduct the above, the Supervisor shall have the right to engage third parties to clear the site of any debris and deduct the cost from any monies due to Contractor.

f) Site Safety:

The Contractor will employ on site a responsible person (Project Supervisor for Health and Safety) whose duties are to supervise safety practices and safety measures to be taken by the Contractor and the Contractor’s employees on Site to the satisfaction of the Housing Authority and to ensure compliance with Article 71.

g) Storage of Materials and Equipment:

No equipment, materials, vehicles, temporary works or construction plant of the Contractor shall at any time be placed or stored in any area other than the site, but shall be placed and stored solely on the site inside a closed, temporary building, or behind a visual barrier or fence of such design and construction as to screen such areas from the view of adjoining properties and public streets. No trash or rubbish shall be placed or disposed of in any unauthorized area.

h) Environmental Management Construction Site Regulations
The contractor shall comply with LN 295 of 2007 during the execution of the works. Any amendments to this Legal Notice or any other site regulations issued during the course of works are to be adhered to.

**Article 72: Facilities on Site**

The Contractor shall be responsible for providing at his own cost all site services he requires to complete the works, unless stated otherwise.

**Water:** A water supply will be made available by the Contractor on Site.

**Electricity:** An electricity supply will be made available by the Contractor on Site.

**Security:** The Contractor shall at his own cost be solely responsible for the security of all works, installations, materials, plant, etc., at any time during the execution of the Contract up to the date of the Handing-Over.

**Storage:** The contractor shall allow in his tender for any costs for double handling and on and offsite storage facilities required.

The contractor is to make alternative arrangements at his own cost, for him to proceed with the works as per Programme should any of the above utilities be suspended.

**Article 73: Scaffolding and Plant**

The Contractor shall provide the whole of the necessary plant, scaffolding, tackle, cranage, labour and access necessary for the prompt and efficient execution of the work and remove them at their completion. He shall also provide his own watchmen and his own storage facilities within the site.
Our Guarantee Number .......................... for €......................

Account: [Account Holder’s Name]

In connection with the contract entered into between yourself on behalf of the Director of Contracts and [Name and Address of Contractor] hereinafter referred to as “the Contractor” as per the latter’s tender and your acceptance under [File Reference], whereby the contractor undertook the TENDER FOR CONSTRUCTION WORKS, SUPPLY, INSTALLATION & COMMISSIONING OF 1 PASSENGER LIFT AT BLOCK C3, TRIQ IL-PRINCIPESSA MARGERITA, TA’ XBIEX, in accordance with Article 13 of the Special Conditions the [works/services/supplies] as mentioned, enumerated or referred to in the Specification and/or Bills of Quantities forming part of the contract documents, we hereby guarantee to pay you on demand a maximum sum of €[amount in works and numbers] excluding VAT, in case the obligations of the above-mentioned contract are not duly performed by the Contractor.

This guarantee will become payable on your first demand and 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 the beneficiary, 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 undertaking 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 [expiry date] 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 on utilization or expiry or in the event of the guarantee being no longer required.

After the expiry date and in the absence of a written demand being received by us before such expiry date, this guarantee shall be null and void, whether returned to us or not, and our liability hereunder shall terminate.

This guarantee is personal to you, and is not transferable or assignable.

Yours Faithfully,

[Signatory on behalf of Guarantor]
VOLUME 3 - TECHNICAL SPECIFICATIONS

Part 1 - Sections

Note: Where in this tender document a standard is quoted, it is to be understood that the Housing 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 Housing Authority.

SECTION A Earthworks

SECTION B Masonry Works

SECTION C Concrete Works

SECTION D Finishes to Walls and Ceilings

SECTION E Floor Finishes

SECTION F Lift Specifications

Note:

Maltese Standards, European Standards, British Standards and British Standard Codes of Practice incorporated in the contract by a reference which does not include a date shall be the respective editions current on the contract date, and incorporating all amendments current on that date.

Maltese Standards, European Standards, British Standards and British Standard Codes of Practice incorporated in the contract by a reference that includes a date shall be deemed to exclude amendments issued after that date except any such amendments shown in brackets immediately following the stated date.

In respect of all other references the date of the edition applicable to the contract shall be that stated in the Specifications or, where no date is stated, the date of the edition current on the contract date and incorporating all published amendments current on that date.

Where a Maltese Standard or a British Standard incorporated in the contract has been superseded by a Harmonised European Standard, or a European Standard, issued prior to the contract date then such Harmonised European Standard or European Standard shall be substituted for the Maltese Standard or British Standard and any amendments thereto contained in the Specification.
SECTION A - EARTHWORKS

1.00 Blasting
1.01 Not applicable

2.00 Definitions
2.01 "Return, fill and ram" shall mean all handling necessary to return the earth, which had previously been excavated and deposited in spoil heaps around the foundations. The operation is to be carried out in layers as described with layers being carefully watered and consolidated by ramming until the excavation has been made good.
2.02 "Cart away" shall mean the disposal of the surplus excavation materials away from the Site as directed by the Architect.

3.00 Setting out and Levelling
3.01 Not applicable

4.00 Grub up Obstructions etc.
4.01 Unless otherwise stated in the schedule, the Contractor is to allow in his tender for breaking up and removing all obstructions met with during the course of the excavation, including old foundations, drains septic tanks and cesspits etc., and filling with excavated material well consolidated.

5.00 Excavation
5.01 The measurements of all excavations and subsequent disposal are those before excavating and to any depth required. The increase in bulk and any extra excavation required for planking and strutting and formwork for concrete are to be allowed for by the Contractor.
5.02 The Contractor is to allow in his rates for all double handling of excavated material and wheeling and depositing spoil heaps as may be necessary.
5.03 Excavations for foundations and other substructure will be in accordance with the drawings and requirements of the bearing pressure of the ground.
5.04 Bottoms of excavations shall be levelled and thoroughly rammed and consolidated and the Contractor is to allow for this in the rates for excavation.
5.05 The Contractor must give reasonable notice to the Architect when foundation excavations are ready for inspection and no concrete is to be poured for work of similar nature commenced until such excavations have been approved.
5.06 In the event of the Contractor excavating below the levels or beyond the widths shown or directed without written instructions, the Contractor shall, at his own expense, fill the excavation to the proper level specified, with concrete of the same quality to be used in the foundations.

6.00 Keeping Site Dry
6.01 The Contractor shall take all necessary measures and shall allow for keeping the Site of Works free from any ground or rainwater, and he shall for this purpose:
   a) Form any drainage channels, whether temporary or permanent, at no extra charge to the Employer and at positions to be agreed with the Architect.
   b) Provide, maintain and run sufficient pumps on Site, together with all related equipment, to remove all water from the Site of Works and to discharge this into the public sewer, or into
such other location as may be indicated by the Architect, and to remove any silt or debris left by the work.

c) Obtain and maintain any consent necessary in respect of pumping water as described in b) above, and give all notices required and pay any fees due in connection therewith.

d) The Contractor must not, without written permission from the Architect, use any method of keeping the excavation free from water that involves continuous pumping so as to withdraw water from the foundations of adjoining Sites.

7.00 Planking and Strutting

7.01 The Contractor is to allow in his rates for excavation, all necessary planking and strutting. The Contractor is at all times responsible for the safety of the excavations. He is to provide all necessary planking to ensure this. Should any damage result to the excavations of works, the Contractor will be held entirely responsible for any necessary extra work required or needed by virtue of this, and such works will be entirely at his own expense.

8.00 Reinstatement of Excavation

8.01 Prior to backfilling, all form work and support timber shall be removed from the bottom of the excavation. Support timber shall only be removed to a height consistent with preventing collapse of the excavation and shall be progressively withdrawn as filling proceeds.

8.02 No form work or support timber shall be abandoned in the excavation without specific approval of the Architect. Filling and ramming shall be added to make the rock soft and cohesive.

8.03 All reinstated excavated material to foundations must be solidly tamped at every 150mm backfill.

8.04 No voids are to be left in the filling and every effort should be made to return the maximum volume of backfill into the excavation.
SECTION B - MASONRY WORKS

1.00 Scope of Works

The work to be carried out by the mason comprises the following:-

1.01 Excavation for lift pit or pits, levelling and rock trimming ready to receive foundations of lift shaft where required.

1.02 Laying lift shaft walls of the correct specified thickness where required.

1.03 Laying of horizontal and vertical damp proof course in accordance with the regulations laid down by the Sanitary Authorities.

1.04 Construction of single/double masonry walls on foundations as shown on the Drawings supplied with these specifications.

1.05 Construction of concrete block walls as specified and shown on Drawings.

1.06 Formation of sills, jambs, lintels, ventilators and all other items shown on the Drawings or which normally form part of construction of lift shafts.

2.00 Materials

2.01 Masonry Walls

2.01 Only best quality "franka" stone from a quarry and a bed approved by the Architect, free from all defects, shall be used. Any stone showing blue marks (swaba) and/or other defects on the exposed face, or whose edges or corners have been chipped, shall be rejected. Should any such stones be used, the Architect in charge shall have the power to remove and replace any such work at the Contractor's expense. The Contractor shall also be bound to replace any defective materials in all or parts of the existing works by proper materials and/or workmanship as directed by the Architect. Once the quarry and bed are selected, these shall not be changed without the approval of the Architect.

2.02 Mortar for laying masonry is to be composed of one part cement, three parts Upper Coralline sand and twelve parts Globigerina limestone dust, prepared in bulk with fresh water, well mixed and allowed to mature before use.

2.02 Concrete Blockwork Walls

2.02.1 Load-bearing blockwork shall have a minimum crushing strength of 6.9 MN/m² calculated over the gross area of the block.

2.02.2 Any concrete blocks to be used in the Works shall be of the required specified thickness and shall be of approved manufacture.

2.02.3 Each concrete block shall be bedded in mortar composed of cement, lime and fine aggregate in the proportion of one part cement, one part lime and not more than 5 to 6 parts of fine aggregate. The mortar shall be evenly spread.

Hollow concrete blocks shall comply with EC Directive EC 97/740. The technical characteristics shall comply with BS EN 771-3, Group 1. The binder shall be Portland Cement Type CEM1, strength class 42.5N complying with BS EN 197-1. Aggregate for use in concrete shall comply with BS EN 12620: Aggregates for concrete when tested to BS 812.

Dimensions - Hollow Concrete Blocks. Sizes shall be as follows:

Length  460mm;
Height  260mm;
Thickness  63mm, 115mm, 150mm, 230mm;
Dimensional Tolerances - HCB

The maximum dimensional deviation shall be as follows:

<table>
<thead>
<tr>
<th>Dimension</th>
<th>Deviation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Length</td>
<td>+/-3mm, -5mm;</td>
</tr>
<tr>
<td>Height</td>
<td>+/-3mm, -5mm;</td>
</tr>
<tr>
<td>Thickness</td>
<td>+/-2mm with an average of +/-4mm at any individual point.</td>
</tr>
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</table>

The faces and ends of blocks shall be perpendicular and to the tolerances as stated above.

Compressive Strength - HCB

Blocks having a thickness of 75mm and greater shall be tested for compressive strength as per BS EN 772-1.

The compressive strength shall be $\geq 7.5 \text{N/mm}^2$.

Blocks of thickness less than 75mm shall be tested for transverse strength as per BS EN 772-6. The average transverse strength of 5 blocks shall be $\geq 0.65 \text{N/mm}^2$.

Curing - HCB

Blocks supplied for the Works shall be allowed to cure for at least 30 days from the date of manufacture before being delivered on site.

3.00 Mortar - General

3.01 Horizontal mortar beds shall be between 9mm to 13mm thick. Fresh mortar shall be distributed evenly over the whole bedding plane. Vertical joints shall be between 5mm to 8mm thick. Pointing of both the horizontal and vertical joints shall be flush.

3.02 Mortar shall normally comprise Ordinary Portland Cement, sand and limestone dust (xahx) adequately mixed with clean water to achieve good workability. It shall normally correspond to strength class M4 mortar as denoted in BS EN 998-2.

3.03 The bedding plane shall be cleared of dust and the stone wetted before mortar is applied.

4.00 Walls

4.01 All ‘double’ and ‘single’ walls required for the completion of this contract shall be built with new soft stone. They are to be truly perpendicular, laid in parallel courses, having vertical and horizontal joints not more than 6mm and 12mm respectively. Vertical joints are to be broken at not less than 150mm.

4.02 Except in the case of foundations, stonework is to rise 267mm each course allowing for a 12mm horizontal joint. Thus, for the purpose of this Contract, a "standard" stone block is being assumed to have a height of 254mm after being dressed.

4.03 The perpends on the external walls, are to line up vertically wherever possible.

4.04 Double walls are to be constructed with bond stones not less than 230mm (9") thick and in every course, a minimum of 2100mm (7’ 0") apart from centre to centre. During construction, the cavity shall be kept clear of all mortar droppings, rubble and rubbish.

4.05 Walls at right angles to one another are to be properly bonded by forming toothings in every alternate course.

4.06 Sills of openings in all walls are to be in stone, at no extra payment unless specifically directed by the Architect to be done in concrete.

4.07 The stone in walling, copings, etc., shall be placed with the grain or natural bed horizontal, and shall not be paid for extra unless otherwise specified.
4.08 The beds and faces of stone including back joints shall be worked square and true from end to end.

4.09 All stone and hollow concrete block walling shall be full bedded.

4.10 Sills shall be bedded hollow, and the bed joint filled and pointed on completion of the building.

4.11 All sills may be rebated to receive steel or aluminium window/door frames as directed by the Architect.

4.12 All lintels and jambs shall be throated and some may be rebated to take steel or aluminium sashes in the same way as the sills.

4.13 Drip channels shall be formed under all projecting mouldings.

4.14 Ventilators of uniform section with joints pointed and well flushed during laying are to be formed in lift shaft and are to be vertically aligned. The Contractor is to make sure that all ventilators are clear of all obstructions on completion of the shaft.

4.15 All stone and/or concrete blocks are to be well wetted before laying.

4.16 Dressing of stone is to be truly square.

4.17 All openings shall be of the specified size.

4.18 Jamb stones of all openings in double walls shall extend in every alternate course to the whole thickness of the wall. Any mouldings around windows shall be in strict accordance with the Drawings.

4.19 Quoins to openings shall be adequately protected during construction, any damage due to failure to observe this condition shall be made good by the Contractor to the entire satisfaction of the Architect. The Contractor is required to carry out any other protective measures that may be required. On completion, any masonry walls shall be cleaned down to remove any dust, dirt and other adhesions.

5.00 Damp Proof Course

5.01 Laying of vertical and horizontal damp proof course is to be in accordance with the regulations laid down by the Sanitary Authorities. The horizontal damp proof courses on walls are to consist of a mixture of pitch and sand applied hot.

5.02 The vertical damp proof membrane shall consist of 3mm thick water proofing membrane as specified under specifications for Roofing Works. The dpm shall be carried 150mm into the surrounding walls over the horizontal dpc (laps at joints shall not be measured extra).

6.00 Cleaning

6.01 Upon completion of all masonry works, all exposed surfaces shall be carefully rubbed down to a smooth finish and cleaned with a rough cloth or sacking to remove dust, dirt or other foreign adhesives.
SECTION C - CONCRETE WORKS

1.00 The works to be carried out by the Contractor comprise the following:

1.01 Preparation of the necessary shuttering for all concrete works.

1.02 The construction of all foundations necessary.

1.03 The construction of sub-floors to pits, roof slabs to shafts, beams, lintels and columns where necessary and reinstatement of stairs and landings where necessary, including the supply, cutting, hoisting and tying in place of all the required reinforcement. All concrete works shall be carried out in strict accordance with the drawings and/or as directed by the Perit in charge.

1.05 Ensuring stability of the structure itself and adjacent properties at all stages of construction.

2.00 Cement

Portland cement conforming with EN 197-1:2000 shall be used. Stacked cement shall be stored in a dry, well-ventilated place with boarded floors. Cement shall moreover be of the brand approved by the Perit in charge. Tests of cement shall be made at the discretion of the Perit in charge and any cement below the standard required will have to be replaced by the contractor. Partially set or damaged cement shall not be used in concrete works.

3.00 Aggregates

Coarse aggregates shall consist of first quality crushed hard stone passing a 19.05mm mesh sieve, graded according to EN 12620-2002. Sand or fine aggregates are to be clean, sharp and gritted and free from loamy matter and other deleterious substance. They shall pass a 9.5mm mesh sieve and be graded according to EN 12620-2002. The sand is to be washed and screened when so directed by the Perit in charge at the expense of the Contractor.

4.00 Water

Clean, fresh water, entirely free from organic matter shall be used. The necessary quantities of water shall be provided by the Contractor at his own expense.

5.00 Reinforcement

All steel reinforcement for reinforced concrete works shall be supplied and paid for by the Contractor and shall be cut, bent, tied, hoisted and placed in position and kept firmly in place where shown on drawings and/or as indicated by the Perit in charge. All BRC fabric reinforcement shall be in sheets. All steel reinforcement is to be free from scales and any appreciable rust, and steel is to conform in all respects to the requirements specified in EN ISO 15630-1:2002. Mesh reinforcement is to comply with EN ISO 15630-1:2002. The Perit shall have the authority to order tests on any steel prior to its being used on the works. Any steel not of the required standard shall be rejected and will have to be replaced by other of approved quality at the Contractor’s expense.

6.00 Shuttering

Shuttering or centering shall be true to line and sufficiently strong to carry the dead weight of wet concrete plus any incidental loading without noticeable deflection. It shall be sufficiently rigid to guard against movement or vibration whilst concrete is being placed and tamped into position. Shuttering shall be close together to prevent leakage of the fine stuff and shall be ‘treated’ with the minimum of mould oil to facilitate striking. Formwork for slabs shall be laid with an upward camber to ensure a level ceiling. All formwork must be carefully cleaned out before any concreting takes place. The Contractor must make sure that shuttering is such to give a reasonable smooth finished face to concrete placed against it but sufficiently textured to
allow for subsequent rendering of the concrete surfaces. All formwork must be adequately braced and strutted during the maturing period of the concrete.

7.00 Suspended Floor or Roof Slab

All suspended floor or roof slabs shall be constructed as directed by the Perit in charge. The slabs will normally, but not essentially, be of a thickness of between 150mm and 200mm, depending on the span and reinforced with one or two layers of BRC fabric No C503. Negative reinforcement or further reinforcement bars that may be required shall be placed according to the directions of the Perit in charge. Balcony slabs or other cantilevered slabs shall be reinforced by two layers of BRC Fabric No C503 and at least 180mm thick, unless otherwise specified. Any other or alternative reinforcement deemed necessary by the Perit in charge is to be provided and laid by the contractor to the instruction of the Perit. Suspended floor or roof slabs are to be of Grade C25, or as otherwise specified.

8.00 Beams, Columns andLintels

All beams, columns and lintels and any other structural elements shall be reinforced as detailed by the Perit in charge.

9.00 Subfloor

The concrete subfloor is to be a minimum of 100mm thick and reinforced with one layer of square mesh, A98 and to be of Grade C20 mix, or as otherwise specified.

10.00 Position of Reinforcement

All fabric reinforcement is to be in sheets and fixed in the required position by metal chairs or some suitable method approved by the Perit in charge. Adequate and effective precautions should be taken to leave all reinforcement undisturbed during concreting with planking elevated on low trestles for the passage of wheel-barrows being provided by the Contractor. Wheel-barrows shall under no circumstances be allowed to transit directly over the reinforcement. All the reinforcement shall be placed strictly as directed. Nothing shall be allowed to interfere with the required disposition of the reinforcement. The Contractor shall make a particular point to see that all parts of the reinforcement are placed correctly in every respect, and are temporarily fixed where necessary to prevent displacement before or during the process of tamping and ramming the concrete in place.

The reinforcement is to be free from oil, paint, mill scale, excessive rust or coating of any character which would tend to destroy its adhesive bond with the concrete. In addition, when the reinforcement is in a position ready for concreting, the contractor must notify the Perit who is to arrange for it to be checked before any of it is covered up with concrete. Such checking shall not relieve the contractor from any of his responsibilities under the contract.

11.00 Concreting

The materials for the concrete are to be carefully measured in the proper proportions, measuring containers of suitable sizes being provided by the contractor and used for the purpose. The contractor is to obey all directives by the Perit in charge concerning the mix. The mixing of concrete, unless otherwise authorized by the Perit in charge, shall be done by batch of approved type, which will ensure a uniform distribution of the materials throughout the mass so that the mixture is of uniform colour and homogenous. The entire contents of the drum shall be discharged before recharging. The mixture shall be cleaned at frequent intervals while in use. The volume of mixed materials shall not exceed the manufacturer’s rated capacity of the mixer. The mixing of each batch shall not be less than 1 minute or exceed 10 minutes under normal conditions. Immediately after mixing, concrete shall be transported to the work and carefully placed around the reinforcement and carefully tampered so as to exclude any voids. A mechanical vibrator shall be used throughout all concrete works.

Not more than 30 minutes shall elapse between mixing and final placing of concrete. The retampering of the concrete which has commenced to set and remixing with or without additional cement, aggregate or water shall not be permitted. Before placing any new concrete against an existing face, this face shall be roughened, cleaned and brushed over with a thick
grout of cement. All concrete shall be well watered and protected from the sun for four days after placing. The quantity of water used shall be the minimum necessary to produce concrete of the workability required by the Perit. The consistency of the concrete when required by the Perit shall be measured by the slump test which in no case shall be more than 100mm.

Concreting shall only be allowed on week days during normal working hours. Such works will not be allowed on Saturdays, Sundays and Public Holidays unless specifically authorized by the Perit in charge. Failure to abide by such instructions would entail non payment for concrete cast.

12.00 Curing and Protection of Concrete


12.02 Traffic or loading must not be allowed on the concrete before the elapse of 7 days and until the concrete is, in the opinion of the Perit, sufficiently matured, and in no case shall traffic or loading be of such magnitude as to cause deflection or other movement in the formwork or damage to the concrete element.

12.03 Concrete must be protected during hardening from the harmful effects of the weather or running water. The protection shall be applied immediately after completion of placing by one or more of the following methods:

a) By covering with a layer of sand, sacking, canvas, hessian, straw mats or similar absorbent materials and keeping constantly wet for 72 hours.

b) By thoroughly wetting and then covering with a layer of approved waterproof paper or plastic sheet or insulated mats kept close to the concrete for 72 hours.

12.04 The design imposed load for the ground slab shall be indicated by the Perit in charge. Any damage caused to the slab and/or granular filling during construction by the contractor exceeding this loading shall be the contractor's sole responsibility.

13.00 Removal of Shuttering

13.01 Forms or struts for concrete shall not be removed before 15 days or any such period as specified by the Perit in charge until the concrete is sufficiently strong to safe carry the loads, dead or temporary. The responsibility for the safety of the concrete will rest entirely on the contractor and he will be held liable for any damage. He will, moreover, be bound to make good same at his own expense. Immediately after striking sheeting, all airholes and other irregularities in the exposed surfaces are to be stopped or otherwise made good with cement and sand mortar mixed in the proportions of 1:3 respectively. The whole finished surface shall be of a reasonably smooth appearance free from voids, holes and bulges.

14.00 Testing/Certification

14.01 Sampling and testing of hardened concrete shall comply with BS EN 206 and shall be carried out by an independent laboratory engaged by the Housing Authority. The contractor entrusted with the works shall give at least a two-day notice of concreting to the Authority.

14.02 Complete correlated records shall be maintained by the nominated laboratory for each mix including:

- Information in accordance with BS EN 206/ BS 8500
- All sampling, site tests and identification numbers of all specimens tested in the laboratory.
- The location of the part(s) of the structure represented by each sample.
- The location in the structure of the batch from which each sample is taken.

14.03 Concrete test-cubes shall be made, cured and tested, in accordance with BS EN 206. At least four samples from each truckload shall be made, two tested at 7 days and two at 28 days; otherwise, the sampling rates indicated in BS EN 206/BS8500. Each sample shall be marked on its surface, without etching any of the surfaces, with a distinguishing number and the date, and a record shall be kept of the following data:
All samples shall be stored in their moulds for at least 24 hours, in a place free from vibration, under damp matting and completely covered with polythene. When the concrete has matured sufficiently the samples shall be de-moulded and immediately submerged until they are taken for testing. No sample shall be dispatched for testing before it is three days old.

14.04 All specified testing shall be carried out by the independent laboratory and copies of test reports shall be dispatched to the Architect/Project Manager within one day of the completion of each test. The laboratory shall keep separately the pieces of each cube that fails to meet the compliance requirements for individual results.

14.05 A regime of accelerated or normal curing and early testing which is capable of predicting the 28 day strength of concrete mixes may be used for determining compliance, subject to prior approval. If such a regime is adopted, two additional samples must be made from each sample and cured normally so that, in the event of non-compliance, they can be tested at 28 days to provide information that will help in deciding the action to be taken.

14.06 If a concrete sample fails to achieve specified criteria or to pass specified tests, the Architect/Project Manager shall be informed without delay and the Contractor shall submit to the Architect/Project Manager:

- Proposals for rectification and certification by a warranted Architect stating that the concrete provided, although not in compliance with the specifications, is sufficient to ensure the stability of the structure at the particular area where it has been cast. **It is at the discretion of the Architect/Project Manager in charge to decide whether the measures proposed by the contractor are acceptable or not and his decision is final as to whether remedial works or outright replacement of that part of the structure not found to be compliant are to be carried out.**

The Architect/Project Manager may issue instructions for the work to be stopped or delayed until reasons for the failure have been established, possible consequences assessed and appropriate preventative and remedial measures taken.

14.07 Wherever the specified sampling, testing and compliance procedures show that a concrete mix is not in accordance with the specification (even if the work is eventually accepted), and measures are taken to help in establishing whether or not the work is acceptable, such measures

- will be at the expense of the Contractor;
- will not be considered as grounds for extension of time;
- will be liable to a penalty of € 450.00 for each failed test.

15.00 **Chase, Holes and Conduits**

The Contractor shall be responsible for the coordination of the whole works including mechanical, electrical and other works. He is to take the necessary measures to incorporate electrical conduit, pipes, ducts, fixing blocks, chases, holes etc., in the concrete and to ensure that these are accurately set out when cast in concrete. **No extra payment for coring/trenching in concrete/masonry walls to incorporate services will be approved.**

16.00 **Prestressed Precast Concrete Slabs (If applicable)**

Not applicable
SECTION D - FINISHES TO WALLS AND CEILINGS

1.00 Portland Cement

Portland cement shall be ordinary Portland cement of approved brand, complying with BS 12:1978.

2.00 Lime

Lime for undercoats and finishing coats is to be of an approved quality complying with BS 890. Quicklime shall be slaked in a manner appropriate to their type.

3.00 Sand

Sand for plastering shall be either naturally occurring or shall consist of crushed hard rock. It shall be hard, clean and free from adherent coatings and shall not contain any appreciable amount of clay balls or pellets. It shall be free from deleterious matter likely to affect adversely the hardening, strength, durability or appearance of the plaster or applied decoration or cause corrosion. Its grading is to be approved by the Architect.

4.00 Water

Water should be clean, free from harmful matter and shall be fit for drinking. All expenses to bring such water on site are to be borne by the Contractor.

5.00 Branded Materials

All branded materials shall be delivered to the site in their original packages, bearing the trade names of the material concerned. Cement and hydrated lime shall be stored off the ground, under cover and away from all possible sources of damp.

Quicklime shall be run to putty as soon as possible after delivery. Sand should be stored under clean conditions to prevent its contamination with soil or other deleterious substances.

Material for filling of joints in ashlar work ("fuq il-fil") shall be in pre-mix stucco supplied in pre-packed bags.

6.00 Other Materials

All other materials are to be approved by the Architect or his representative.

7.00 Proportions

The materials used for plastering shall be proportioned by volume by means of appropriate containers. Alternatively it may be required to proportion the materials by weight. Plastering mixes are to be compliant with BS 55492.

8.00 Working Time

Plastering mixes containing self-setting materials shall be used up within two hours of the first contact of the cement with water. All material remaining after this period shall be discarded.

9.00 Rendering

Surfaces to be rendered are to be cleaned of loose mortar, fins, latencies, efflorescence, grease and dust.

The rendering of external exposed faces of balconies, canopies, lintels and hollow concrete block walls shall consist of an undercoat and a finishing coat. The undercoat shall be made up of cement and sand in the proportion of 1:3 by volume. This coat is to be allowed to dry
thoroughly before the finishing coat is applied. The finishing coat is to be made up of cement, lime and sand in the proportion of 1:1:6 by volume. The thickness of these two coats together is to be in the region of 8mm (5mm undercoat and 3mm finishing coat).

The rendering of internal exposed faces of concrete such as soffits and hollow concrete block walls shall consist of one coat made up of cement, lime and sand in the proportions of 1:1:6 by volume. Thickness of this coat is to be in the region of 6mm.

The whole of the plasterer's work is to be finished with true and even surfaces, angles and arises. Surfaces which are uneven shall be dubbed out with mortar before being rendered.

10.00 Pointing

All vertical and horizontal joints in wall surfaces shall be raked to a depth of 12mm, cleaned, wetted and properly pointed in lime mortar. Masonry walls are to be scraped where considered necessary prior to pointing. External walls are to be properly raked to 20mm depth and pointed with a 1:1.5:4 cement/xahx/sand mix and horizontal joints raked to a slope to ensure rain water run off. Stone surfaces are to be scraped down and cleaned and left with a natural self-finish.

11.00 Making Good

The Contractor is to include for all necessary rules, running arises, splayes etc. He is to make good and point all chasing carried out for other trades, e.g. electricity and plumbing, point round all timber frames and shutters. He shall also fill in and point all holes, cracks, etc, resulting from works on other trades. The joint between tiles and walls is also to be pointed ("tberfil") in white cement.

12.00 Decoration Works

All internal walls, beams and columns shall, except where otherwise directed, be finished with one coat masonry primer and two coats acrylic Emulsion paint.

All internal slabs shall be finished with three coats limewash. The Architect may direct the Contractor to apply additional coats of limewash at no additional charge, where the coats applied have not adequately covered the surface.

External rendered or unrendered concrete slabs, walls, planters etc shall, except where otherwise directed, be finished with one coat acrylic stone primer and two coats acrylic textured emulsion paint.

13.00 Workmanship

Before applying the paint, surfaces shall be allowed to dry completely. Any efflorescence shall be removed by wiping first with a dry, coarse cloth and then with a damp cloth. The sample shall then be left for 48 hours to establish whether further efflorescence has passed. Surfaces shall be cleaned to remove dust, dirt, plaster splashes, cracks and other imperfections shall be cut out and made good with a suitable plaster of a sand-cement mix, and making good shall be allowed to dry out thoroughly.

All paints shall be thoroughly mixed or stirred before use. They shall be stored to minimize exposure.

Thinning of materials, where necessary, shall be carried out with the type of thinner and in the proportions recommended by the manufacturer of the paint.

All primer shall be applied by brush unless otherwise stated.

Each coat of paint shall be applied by brush unless otherwise stated. No exterior or exposed painting shall be carried out under adverse weather conditions.

All paints shall be applied strictly in accordance with the suppliers' instructions.
14.00 Protection

The Contractor is to allow for providing all dust sheets and coverings to protect all floors and fittings etc., from paint splashes and must allow for any damaged paint and making good any defects that appear, including all re-painting and re-decorating etc., necessitated by reason of defective work on the part of other trades or specialists.

All surface fixed ironmongery, fittings etc., except hinges, shall be removed before painting and refixed on completion.

15.00 Exclusion of certain materials

Bidders must declare that the following materials/substances will not be used in the building:

- Products which contain sulphur hexafluoride (SF6).
- Indoor paints and varnishes: with a content of solvents (volatile organic compounds (VOCs) with a boiling point of 250°C maximum) higher than:
  - For wall paints (according to EN 13300): 30 g/l (minus water).
  - For other paints with a spreading rate of at least 15 m²/l at a hiding power of 98% opacity: 250 g/l (minus water).
  - For all other products (including paints that are not wall paints and that have a spreading rate of less than 15m²/l, varnishes, wood stains, floor coatings and floor paints, and related products): 180g/l (minus water).

Verification: Bidders must declare that these products/substances will not be used in the building.
SECTION E - FLOOR FINISHES

1.00 Ceramic Tiles
Not applicable

2.00 Marble

2.01 The marble to be used shall be "Carrara White" and is to be 20mm thick.

2.02 All marble is to be approved by the Architect in charge before placing. Any slabs which in the opinion of the Architect in charge are defective, or not of the quality required, shall be replaced by the Contractor with others of approved quality.

2.03 All marble slabs shall be properly worked, edges to be true throughout the whole thickness and are to be laid in lime or cement mortar as directed by the Architect in charge.

2.04 Slabs lining threads are to be in one piece. Landings are to be lined as directed by the Architect in charge.

2.05 Marble door number and block number plaques (if applicable) are to be inscribed as directed by the Architect in Charge and fixed where and as indicated.
SECTION F - LIFT SPECIFICATIONS

1.0 Scope of Work

1.1 These specifications detail the requirements for construction works, supply, installation and commissioning of 1 in no. passenger lift at BLOCK C3, TRIQ IL-PRINCIPESSA MARGERITA, TA’ XBIEX. The lift shall be in compliance with Lifts Regulations 2002 as amended by subsequent revisions and any other applicable legislation such that Contractor ensures fully updated lift compliance. The Contractor shall furthermore assume all legal responsibility as dictated by the Inspection of Lifts Regulations 2007.

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

- MSA EN 81 - 1 + A3 latest edition or MSA EN 81-2 + A3;
- I.E.E. Wiring regulations;
- Electricity Supply Regulations as issued by the Enemalta Corporation;
- Design Guidelines Access for All (Passenger Lifts) including MSA EN 81-70 where applicable;
- Energy Efficiency Class to be A or better based on VDI4707 using usage category 1.

The works involved shall include the following:

i. Supply and installation of passenger lift as per attached specifications;
ii. The related civil works, if any, required for the passenger lift installation as per preceding specifications;
iii. The related mechanical and electrical works required for the passenger lift installation;
iv. Maintenance of the new passenger lift for two years, including any works as requested in the report by the Authorised Conformity Assessment Body (ACAB).

1.2 The power unit for a traction lift must include an inverter and the traction motor must be of the gearless type.

1.3 The power unit for a hydraulic lift must include variable frequency drive technology. The unit is to be capable of reducing energy consumption by a minimum of 40%.

2.0 Ancillary Lift Work

2.1 Apart from the lift proper which is to be compliant with the aforementioned Lifts Regulations, the Contractor shall ensure that the installation has the following features or characteristics that are further elaborated upon farther in this document, namely:

i. key operated landing control providing access to authorised users only;
ii. internal folding chair to accommodate disabled users and elderly people as per EN 81-70;
iii. half height mirror;
iv. hand-rail;
v. kick plate;
vi. energy efficient LED cabin lighting;
vii. emergency cabin lighting;
viii. adequate passenger capacity as directed by the Housing Authority;
ix. compliance with Access for All Design Guidelines;
x. adequate internal dimensions as shown on tender drawings;
x1. wall, wall trim, floor, ceiling, doors and front finishes as requested by the Housing Authority and matching with existing décor where applicable;
xii. adequate travelling speed as directed by the Housing Authority;
xiii. correct number of stops as dictated by the building layout;
xiv. installation of telephone line applied for and provided by the Housing Authority as a means of communication with personnel appointed to take emergency calls in cases of lift stoppages;
xv. fixed vertical metal ladder to provide easy access to pit floor;
xvi. cabin roof capable to support two persons at any position without any permanent deformation;
xvii. cabin ventilation;
xviii. Automatic emergency evacuation system for use during electrical power cuts;
3.0 Civil Works

3.1 The lift in question is to be installed within a masonry shaft in an old housing block. The tender price shall include all the civil works required to complete the full installation of such a lift.

The Contractor is expected to familiarize himself with every aspect of the lift installation involving civil works within the respective site. All applicable items to be described below and any others crucial to the successful installation of the lift will in this way be deemed as included. The Contractor is also advised to view other similar lift installations in nearby Blocks where applicable.

The following items are a complete list of possible requirements that may present themselves on site. The list may not apply in its entirety to this particular case but Contractor is advised to go through it during his site visit to identify which items are applicable or otherwise for a successful installation.

3.1.1 Coordination with Residents

The Contractor shall observe close coordination work with the residents of the block for the whole duration of the project. This will permit works to be carried out with the least possible inconvenience and for residents to be made fully aware at all times of works taking place. The Contractor shall notify the Architect in charge in case of disagreements or objections between him and the residents. Contractor is also to note whether there is any need, before works commence on site, to give prior notice to tenants to remove and cart away any obsolete equipment such as TV aerials, wires, pipe work etc, from stairwell roof, to remove any hoists that may be attached to stairwell ceiling and to keep all working spaces for the construction of the lift unencumbered.

3.1.2 Residents’ Safety

Provision shall be made for all safety measures necessary to ensure safe access within stairwell to all residents at all times while works are in progress. This applies in particular to the boarding up of lift pit and all lift door openings and the protection of persons along all stair edges during the course of works. Contractor is to take all health and safety precautions as required by law in order to ensure safety and cause least possible inconvenience to all residents and shall take all necessary measures to use appropriate tools in order to contain and minimize any dust, debris, etc generated by the works.

3.1.3 Services

The Contractor shall note all existing underground and above ground services and those housed in cupboards or affixed to wall such as electrical cables, electrical conduits, earth electrodes, plumbing, intercom, manholes, inspection chambers, etc. He shall determine whether these services are positioned in such a way as to interfere with the necessary construction work and if so, shall make provision for the careful shifting of such services in collaboration with the competent authorities and as directed by the Architect in charge.

3.1.4 Temporary Electricity

The Contractor shall allow for any provision of temporary electricity which might subsequently be required in the course of the civil and lift installation works. It shall not be assumed that such electricity is made available by tenants/owners of flats in the block.

3.1.5 Supply of Electricity & Lift Rescue Telephone Line

The installation of lift shall also comprise the provision of the required 3-phase electrical supply unless already supplied together with a lift rescue telephone line. For this purpose, Contractor shall allow for the payment of charges to be made to the relevant providers for such services.
3.1.6 **Meter Cupboards**

Any existing service/storage cupboards in stairwell ground floor or other floors that may affect or be affected by the lift installation shall be carefully shifted or adjusted and where necessary even replaced by a new meter cupboard. The latter shall be of similar design and colour to any meter cupboards already installed and works shall be carried out as directed by the Architect in charge.

3.1.7 **Marble & Tiles**

The Contractor shall make provision for the careful removal and reinstallation of marble and floor tiles where construction works are to take place. This may also include replacement to match existing marble/tiles as necessary and as directed by the Architect in charge.

3.1.8 **Ramp**

Wherever necessary, drawings will indicate the introduction of disability ramps to be catered for by Contractor. Ramps shall be formed in concrete where indicated on plan with gradients acceptable to *Design Guidelines: Access for All*.

Contractor shall also provide any necessary railings along ramps that would render the passage of pedestrians safe. Damp-proofing shall be carried out on all walls along which new ramps are constructed.

3.1.9 **Aluminium Apertures**

The construction of lift shafts within the common parts may sometimes involve the partial or full closing up of existing windows/doors. It may therefore be necessary to compensate for the resulting decrease in lighting levels to manufacture, supply and fix new aluminium apertures to match any existing ones and these should include frame, weather bars, ironmongery, door handle, stopper, lock, keys and automatic closing device as necessary.

3.1.10 **Chasing**

All necessary chasing of walls and making up of builders’ work shall be included.

3.1.11 **Railings**

Existing railings along staircases may be completely or partially removed depending on the nature of the lift shaft to be constructed. Sections of existing railing running along landings in front of lift openings shall be carefully cut and the remaining parts of railing adequate welded and securely fixed to the lift structure. **Contractor shall install handrails to provide continuous aid to residents all along entire staircase.**

Where sections of railing are removed handrails shall, wherever possible, be provided on the opposite side of that section.

Wherever a railing has to be cut, provision shall be made for its smooth finish and painting to match the existing.

3.1.12 **Cutting Of Stairs**

Marble treads/risers and reinforced concrete steps in staircase may need to be cut back to accommodate lift shaft. Care shall be taken not to cut back more than is absolutely necessary, taking into account a degree of tolerance.

Wherever concrete has been cut back, provision shall be made for its neat recasting along the edges of cut stairs, for its plastering to a smooth finish and for its painting. This will ensure that an adequate cover to the exposed reinforcement has been reinstated. **These works shall be carried out prior to commencing lift shaft construction** as the latter will render such works impossible to do.

3.1.13 **Excavation Works**
Contractor shall excavate an adequately deep lift pit and foundation slab in packed material, concrete or rock as applicable (up to solid rock level) and remove and cart away excess material. Extreme care is to be taken during these excavation works not to damage any existing services or third party property. Prior to this particular item, Contractor is to carry out a preliminary investigation to ascertain whether there are any rooms beneath the proposed siting of lift pit. In this case he shall provide the necessary beam support accordingly.

3.1.14 Lift Pit Foundation

When necessary, a lift pit foundation slab shall be laid in 200mm thick Grade C25 concrete at the required level of floor of pit inclusive of reinforcement necessary to support the lift and lift shaft construction. This shall be as recommended, designed and certified by Contractor’s architect.

3.1.15 Lift Pit Walls

Following the laying of floor slab, lift pit walls shall be constructed in 230mm hollow concrete blocks with brick cavity and 100mm space between brick wall and rock face filled with Grade C20 concrete. Lift pit walls shall be pointed and plastered internally and torch-welded polyester-reinforced membrane laid to pit floor and side walls. The Contractor shall also provide a lift pit ladder complete with chain and padlock for security.

3.1.16 Concrete Cutting

In most cases a portion of the stairwell ceiling may require to be cut out to permit the continuation of the lift shaft for proper headroom above the lift. In this case, Contractor shall take care to prop up the landing ceilings well prior to commencement of concrete cutting. Reinforcement shall be cut with the proper tools and the exposed concrete treated with rust inhibitor and plastered neatly.

Successive structural slabs of existing landings may also require cutting of concrete.

3.1.17 Construction Works

The Contractor may be required to carry out certain mason’s works within the existing stairwell. Such works may include:

1. The construction of 230mm masonry blockwork walls to full height of building for the formation of lift shaft with adequate ventilation and toothing of same wall to existing wall at alternate courses;
2. Pointing of all new masonry walls resulting from alteration works both externally and internally;
3. The opening of new doorways and windows in masonry blockwork wall where applicable;
4. The blocking up of existing window openings and doorways in existing wall where applicable;
5. The construction of stand alone machine rooms and anterooms where applicable;
6. The provision of any masonry alterations, where necessary.

The contractor shall allow for carrying out all construction work in confined space and for manual and double handling of materials necessary for the alteration, construction and finishing works involved.

3.1.18 Shaft Extension

Unless existing headroom above highest level is sufficient, the lift shaft shall be terminated with a further 4-6 courses above existing stairwell ceiling to provide the required head room and is to consist of 175mm thick hollow concrete blockwork, cavity filled with Grade C20 concrete and corners reinforced with steel bars passing through brick cavities.

The shaft is to be roofed over with 150mm thick Grade C25 concrete roof slab topped with a xahx bed laid to falls, a 100mm thick concrete screed and a 1-course perimeter parapet wall. The lift shaft extension walls at roof level shall be pointed and plastered externally and a triangular fillet formed at the junction of extension and roof floor.
Torch-welded polyester-reinforced membrane shall be applied to the roof and around the external sides of the new projection. A 6" wide strip of membrane shall also be laid around the base of the lift shaft extension.

A rainwater pipe shall be installed to discharge rainwater from lift shaft roof to roof of existing building.

Ventilation openings shall be formed at the top and covered with adequately sized ventilator covers.

3.1.19 Machine Room

Where a stand alone machine room is constructed, works shall include a 1-course high parapet wall, rendering of walls and painting with two coats sand paint and one coat sealer, installation of torch-welded polyester reinforced membrane, lockable door (opening outwards with EN81 approved lock), installation of rainwater pipe to discharge rainwater onto roof and ventilation openings.

3.1.20 Lighting

The intervention may adversely affect the existing lighting levels of the stairwell. For this reason alterations to the existing electrical layout may be required such as extra light points, new light fixtures centrally mounted to walls of lift shaft and including extension of electrical supply from previous position of fixture and rerouting of ceiling roses as necessary to render good lighting to any dark areas which may otherwise result from the lift installation.

3.1.21 Marble Thresholds

Contractor shall supply and install marble box frames to door jambs and lintols together with marble thresholds at each lift landing door. Adequate support shall be given to the marble jambs and lintols by means of stainless steel cramps with materials used to be approved by Architect/Engineer in charge.

Contractor may also be required to replace any existing damaged marble treads/risers to match existing as instructed by Architect in charge. This replacement will be compulsory in cases of damage caused by the lift installation works themselves.

3.1.22 Finishing & Decoration

Contractor shall finish and decorate all walls and ceiling effected by the alterations, and to hoistway shaft externally, including pointing, rendering and application of two coats water paint to match existing. He shall allow also for general touching up and reinstatement of all finishes and decoration work in communal parts which are damaged or stained during the course of works and for the stopping up of spaces resulting between stairs/landings and lift enclosure. Contractor must take care to preserve the existing finishes and structure and will be obliged to make good for such damages at no extra cost.

Contractor shall also provide for improvements to existing damages in roof slabs where necessary, including hacking off of old concrete, application of approved anti-rust coat to reinforcement, application of special grouting to build up missing concrete sections and plastering and painting areas in question.

The Contractor shall provide metal platforms to bridge across intervening spaces resulting between landings and lift door openings.

3.1.23 Carting Away

All resulting debris, vegetation, soil, redundant wooden boards used originally as temporary boarding in lift shaft openings and other material shall be carted away from site and deposited in an approved dumping site.

3.1.24 General Cleaning
Once the lift has been installed, the contractor is to thoroughly clean the common parts from any dust that might have accumulated during the course of works.

3.1.25 Architect Certification

Contractor will be required to submit his Architect’s certification of all structural works and supporting system designed to sustain lift and lift hoistway shaft when lift has been installed and prior to commissioning.

To this end, it is essential that a site visit be carried out prior to tendering as all items above and any others contingent to the successful installation of the lift will be deemed as included in the sum quoted.

4.0 Electrical

4.1 An adequate supply of electricity shall be provided for the good performance of the lift. Furthermore the following electrical specifications are to be included in the tender price:

i. Supply a 400V 3-phase 50Hz, separately metered electrical-feeder system with a separate equipment-grounding conductor terminating in the machine room area. Size of the feeders and grounding conductor are to suit lift power characteristics. A fused lockable disconnect switch or lockable circuit breaker for each lift with feeder and conduit run to each controller. Fuse or circuit breaker shall be sized to meet the lift’s power characteristics. Where practical, the disconnect means shall be located adjacent to the landing door at top level;

ii. A separate single-phase branch circuit fused lockable switch or lockable circuit breaker for each lift with feeder and conduit run to each controller for cab lighting and other single-phase lift equipment;

iii. All 240 Volt, 13A single-phase receptacle installed in pit, machinery space and lift-car top shall be of RCD protected switch socket outlet type. All socket outlets will be labelled;

iv. Electric power (single phase) for light, tools, hoist, etc.; during installation as well as electric current for starting, testing and adjusting the lift.

5.0 Submittals

5.1 The tenderer is required to produce at tendering stage:

Documentation regarding conformity of the manufacturing of the lift to MSA EN81-1 + A3 or MSA EN81-2+A3 (latest edition) and to MSA EN 81-70 (accessibility).

Official classification of lift offered as per VDI 4707 Standards, Class A Category 1.

A copy of the maintenance agreement including hourly rates for emergency call outs after office hours.

Failure to comply with the above WILL result in the rejection of the tender.

5.2 The successful tenderer shall, within 2 weeks from the receipt of the Letter of Acceptance, submit detail shop drawings related to the contract that:

i. Show equipment arrangement in the machine area, pit and hoistway. Provide plans, elevations, sections and details of assembly, erection, anchorage and equipment location;

ii. Indicate lift system capacities, sizes, performances, safety features, finishes and other pertinent information;

iii. Show floors served, travel distances, clearances, maximum loads imposed on the building structure at points of support and all similar considerations of the lift work;

iv. Give complete lift installation electrical circuits, clearly indicating the electrical power requirements and the branch circuit protection devices.

5.3 The successful tenderer shall, before any materials or equipment are delivered to the job site, submit to the Architect or Engineer in charge product data in English for the following:

i. Hoistway structure;
ii. Lift car enclosures, cab design and layout;
iii. Hoist way entrances and frame details;
iv. Operation, controls, and signals systems;
v. Lifts safety devices and circuits conformity declaration by the individual manufacturers of respective components;
vi. Complete lift electrical and control circuits;
vii. Expected heat dissipation of lift equipment in machine room.

5.4 The successful tenderer shall submit the necessary Enemalta applications for the 3-phase electrical supply within 2 weeks from the approval of the detailed drawings.

5.5 The successful tenderer shall submit colour charts of exposed finishes and materials for colour selection before the ordering of the lifts.

5.6 The successful tenderer shall submit all documentation as stipulated in *Lifts Regulations 2002* as amended to date and any other applicable legislation. In particular tenderer shall abide by the *Declaration of Conformity* and also *Schedule 1 Point 6 - Instructions for Use* as referred to in the same Lift Regulations 2002 before commissioning of the lift. A parts list with an itemised price list of recommended parts inventory shall also be included.

5.7 The successful tenderer shall submit a true copy of certificate that follows the conformity assessment procedure relevant to the installed lift as issued and signed by the Notified Body as per latest version of Lift Regulations 2002. The successful tenderer shall also submit the original lift registration certificate as per Inspection of Lifts Regulations 2007.

Failure to comply with the above WILL result in the withholding of payments due.

6.0 Quality Assurance

6.1 Regulatory Requirements: The Lift System design and installation shall comply with the latest versions of:
- Lifts Regulations 2002;
- Inspection of Lift Regulations 2007;
- I.E.E. Wiring Regulations;
- Electricity Supply Regulations as issued by Enemalta Corporation;
- Design Guidelines Access for All (Cl. 7.5: Passenger Lifts) where applicable;
- All other applicable laws.

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

7.0 Contractor’s Responsibility

7.1 The Contractor shall provide all the required material, tools, instruments and equipment as well as provide transport for his employees to and from the site of work.

The Contractor shall be fully responsible for his employees and his equipment, including those of the sub-contractors, if applicable.

He will also be held responsible for any damage, structural or otherwise, caused as a consequence of the works in progress to Government and/or third party property. This includes protection of all existing finishes (tiling, marble, railings, etc.) in the communal parts while carrying out works especially when dismantling any of the existing structure. Any damage caused shall be made good by the Contractor at his own expense.

7.2 Inspection testing and certification: Lift Installer shall:

i. Obtain and pay for all required inspections, tests, permits, fees and certification for lift installation and steel hoist way structure as well as for any works stipulated in ACAB’s report for the first 2 years;
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 as amended by subsequent revisions and any other applicable legislation.

7.3 Civil Works: The lift installer shall be fully responsible for the lift hoistway shaft structure which he will design to sustain the loads imparted by the lift and its components.

The Contractor shall properly dispose of any debris and surplus material at the ending of each working day.

8.0 Occupational Health & Safety

The Contractor shall assume full responsibility and accountability regarding the health and safety of his/her employees and/or sub-contractors including any third parties involved in the execution of this contract. He shall also provide on site all safety measures to ensure safety of the residents at all times during the works and until the installation has been fully completed. The Contractor shall be bound to conform to LN 281/2004 (Occupational Health and Safety Authority Act) as well as any other national legislation, regulations, standards, and/or codes of practice in effect during the execution of the contract, regarding health and safety issues, as they apply to the Contractor’s particular operating situation and nature of work activities.

Contractor is obliged to ensure that all workmen on site wear safety headgear, clothing and footwear and abide by the Health and Safety Regulations. Contractor is also obliged to provide proper fencing to all edges (including lift shafts, lift pits, balconies and stairs) to protect against accidental falls from heights. Such fencing is to be maintained at all times during the course of works. In default of this, the Housing Authority reserves the right to penalise the Contractor. Penalties due shall be retained from progress payments.

9.00 Storage

The Contractor may, at the Client’s discretion, be offered storage facilities for material and equipment during the period of works. Such arrangement shall be at the Contractor’s risk and the Housing Authority shall therefore not be held responsible for any detrimental action including theft or damage.

10.0 Project Conditions

10.1 Prohibited Use: Lift shall not be used for any purpose during the construction period before Substantial Completion.

10.2 Painting:

i. Except as otherwise specified, all metal work including brackets provided for the installation of the lift shall be painted;

ii. All ferrous metals installed in the hoistway including that of the hoistway steel structure itself shall be shop primed with a rust-inhibiting primer.

10.3 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 including hoist ways, hoist way openings, pits and machine rooms to be constructed, verified all critical dimensions and examined supporting structures and all other conditions under which lift work is to be installed.

10.4 On tender submittal it shall be assumed that the tenderer is accepting the existing site conditions and the responsibility for satisfactory lift performance, unless he notifies in writing any unsatisfactory site conditions to be corrected.

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

11.0 Guarantee Period

The lift will remain sealed off until arrangements are made for the official Handing Over to the residents. The guarantee period will fall into effect from the date of this official Handing Over.
12.0 Warranty

The successful tenderer shall submit a written warranty agreeing to repair, restore or replace defects in lift work materials and workmanship not due to ordinary wear and tear or improper use or care for 24 months from the official Handing Over Date of lift to residents. This warranty needs also to cover for an additional 24 months any parts or equipment replaced in the initial 24 months warranty.

13.0 Maintenance

The Housing Authority and/or its beneficiaries intend to enter into a Maintenance Agreement with the successful Tenderer to secure the continued performance of the works after their completion and satisfactory handing over. For this purpose, the Tenderer is requested to attach a completed maintenance contract form for the consideration of the Housing Authority. Preference shall be made for the same contractor who has executed the lift installation works so consideration of the submitted maintenance contract proposal will bear weight in the adjudication of the tender in question.

The main requirements to be included in the Maintenance Agreement are the following:

Tenderers shall, in their maintenance agreement, include details of standard maintenance and 24-hour emergency procedures for a period of 24 months for each lift. The Maintenance Agreement will be effective from the date of the Handing Over of the lift. Maintenance shall include periodic examination of the equipment, emergency call outs, normal repair call outs, adjustment, lubrication, cleaning and supply of parts to keep the elevators in proper operation, minor adjustments, operational checks, MRL traction system check, inspection of machine room, breakdown costs, visual inspection, submission of written report with full details of lift condition, details of frequency of yearly visits, pre-determined service visits, etc.

The Tenderer shall submit pricing of all items indicated below in his Maintenance Agreement in the form of a lump sum. The same pricing system will remain applicable for a minimum of 5 years.

The Tenderer shall include in his annual lump sum price for:
- Eight (8) periodic preventive maintenance visits;
- Assisting ACAB where required;
- Emergency and normal repair call out within office hours;

Prices for emergency call outs after office hours shall be submitted at hourly rates.

The contractor shall, at the end of each year’s maintenance, submit residents’ confirmation of servicing work carried out on the lift and a detailed account of maintenance work carried out.

All maintenance work, including emergency call back repair service, shall be performed by trained employees of the lift Contractor and 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 in the equipment area.

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

The Tenderer shall also submit a parts catalogue showing evidence of local parts inventory with complete list of recommended spare parts. The latter shall strictly be genuine parts and supplies as used in the manufacture and installation of the original equipment.

The supply of spare parts has to be guaranteed up to the next ten (10) years following the award of the contract. Spare parts shall be supplied within a maximum of one month from order of client.

14.0 Completion Period
All construction works and delivery, installation and commissioning of 1 single lift shall be carried out within a maximum period of 16 weeks from the date of order to start works. In the case of tenders catering for more than one lift the scale shall be as follows:

- 2 lifts - 18 weeks;
- 3 lifts - 21 weeks;
- 4 lifts - 24 weeks.

Tenderers are however required to state their shortest possible completion period for such works and if they fail to do so, it shall be assumed that the respective period of completion stipulated above is accepted. The time period may be a determining factor in the award of the contract.

The Housing Authority may consider without prejudice and on their own merits those cases where the Contractor exceeds the periods shown above due to reasons beyond his control.

15.0 Water and Electricity Supply

The whole of the Water and Electricity Supply required for the work must be provided by the Contractor who shall execute any temporary supply required at his own experience and pay all fees and charges.

16.0 Lift Schedule

The lift schedule for each application is as specified in the Appendices. The Tenderer should comply with the required lift requisites.

17.0 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, installed and commissioned fulfilling all the requirements set in the Lifts Regulations 2002 as amended by subsequent revisions and any other applicable legislation. The lift shall conform to MSA EN 81-1 latest edition + A3 or MSA EN 81-2 + A3 latest edition and MSA EN81-70. The lift shall have an Energy Efficiency Class of A or better based on VDI4707 using usage category 1.

18.0 Hoistway Equipment for Lifts

18.1 The tender price is to include but is not necessarily limited to the following in order to provide a complete installation:

i. Hoistway Steel Structure and Car Frame;

ii. Guide Rails: Steel, T solid section;

iii. Guide Shoes;

iv. Guide Rail Lubricators;

v. Buffers;

vi. Gearless Motor (for MRL Traction Lifts);

vii. Ropes/Chains;

viii. Automatic Terminal Limits;

ix. Automatic Self-Levelling. Tolerance to be maximum ± 5mm

x. Wiring, Piping: Provide all necessary hoist way wiring included in the scope of the lift 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 current EN81-1 standards.
xii. Safety Gear + A3 device;

xiii. Power failure: Design electrical control circuit so if there is power failure, the lift car will automatically safely descend/ascend to the next level. If power operated doors are used, the doors will automatically open when the car reaches that landing to allow passengers to depart. The doors will then automatically close.

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

i. 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.

ii. Motor needs to be power factor corrected.

19.0 Hoistway Entrances

19.1 Doors and Frames:

i. Lift wall interface with hoist way entrance assembly shall comply with elevator manufacturer’s requirements.

ii. Entrance and doors shall be fire rated for 1 hour.

iii. Frames: Formed construction.

19.2 Interlocks: Equip each hoist way entrance with an approved type tested interlock as required by current EN81-1 standards.

19.3 Hoistway Sills: Every hoistway entrance shall incorporate a marble sill of sufficient strength to withstand the passage of loads being introduced into the car.

20.0 Car Enclosure

i. Steel Cab: Finish and colour to be selected from the manufacturer’s standard finish and colour chart;

ii. Car Roof: Capable to support two persons at any position without any permanent deformation;

iii. Car Front Finish: Car front and door finish to be in scratch proof stainless steel;

iv. Cabin Trim: All cabin trim including rounded corners and control panel, scratchproof stainless steel;

v. 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 lift car and provide current to the two alarm bells in the event of building power failure;

vii. Ventilation: A forced draught exhaust fan shall be mounted on the car top. The fan shall operate only when the lift is occupied;

viii. Doors: Horizontal sliding car doors finished in scratchproof stainless steel and reinforced with steel for panel rigidity;

ix. Handrail: Provide 45 to 50mm diameter handrail at 900mm height from floor on all wall sides;

x. Kick Plate: 100mm high made of scratchproof stainless steel;
xi. Finished Floor: Non-slip high quality rubber/PVC;

xii. Half-height Mirror: to be provided for panels opposite the cabin doors;

xiii. Folding Seat: Seat designed to support a load of not less than 130kg; Tip-up seat having the following features:
   1. seat height from the floor: (500 ± 20) mm;
   2. depth: (300 - 400) mm;
   3. width (400 - 500) mm;

xiv. Control panel in car 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;

xv. Suitable warning sign giving instructions on the use of the rescue service system via the auto-dialler.

21.0 Door Operation

21.1 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.

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.

Closing speed of doors shall not be greater than 0.3m/s.

21.2 Door Protection Devices: Provide a door protection system using full curtain type infrared light beams (2D). 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.

21.3 Exceptions on Door Operations as stated above: Due to space limitations, certain installations will be exempt from having an automatic door, and hence a manual system with folding cabin doors will have to be provided. Still the alternative opening door mechanism and its safety features are to be submitted at Tender stage.

22.0 Car Operating Station

22.1 Car Operating Station, 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 buttons, switch for exhaust fan, key switch for inspection purposes, 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 or horizontally set at a height of 900mm.

22.2 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 at which the lift is stopped or is passing.

22.3 Audio/visual indicator: The audio/visual indicator will be included in the car operating panel, indicating the event of overload in the car. The visual indicator shall also give notification of the floor reached.
22.4 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.

22.5 Special Accessories shall include:

i. Independent service switch;
ii. Name and contact number of supplier;
iii. Identification number of lift as per Inspection of Lift Regulations 2007;
iv. CE marking as specified in Lift Regulations, 2002;
v. Key operated control panel complete with a set of 10 keys.

23.0 Control Systems

23.1 The car shall be operated with a single set of 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.

23.2 Maintenance control gear. Up/Down/Close/Open/Emergency Stop/Control and Inspection buttons to be installed on top of car. An emergency lift control cut out shall also be provided in the pit.

23.3 The overload control device should prevent a start of a journey when the rated load is exceeded by 10% with a minimum of 75kg. The users shall be informed by an audible and a visible signal in the car.

24.0 Hall Stations

24.1 Hall Stations, General: The landing call point for each floor shall illuminate to indicate the 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 1200 mm from floor. The hall station shall indicate the position of the car whether in travel upwards or downwards or the floor level.

24.2 Keys provided for a specific lift shall be of distinct profile from others supplied by Contractor in other sites.

24.3 Buttons shall illuminate to indicate call has been registered at that floor for the indicated direction. Each terminal station shall contain one illuminating push button.

24.4 Floor level display indicators shall be provided at each landing either at lintel or jamb height to show actual position of lift in shaft.

25.0 Machine Room

25.1 For a machine room-less (MRL) type lift, the controller is to be installed next to the landing door at the top most travel. For an indirect hydraulic lift the tenderer is to give the location of the machine room when tendering together with a drawing of the equipment layout inside the room.

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.

26.0 Miscellaneous Lift Components

26.1 Vibration Pads shall be mounted under the motor to isolate the unit from the building structure.

26.2 A three-phase motor protector shall 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;
− 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.

27.0 Examination

27.1 Before starting works, verify all critical dimensions and examine supporting structures and all other conditions under which lift work is to be installed.

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

28.0 Installation

28.1 Install lift systems components and coordinate installation of hoist way steel structure.

i. Work shall be performed by competent lift installation personnel in accordance with Lifts Regulations 2002 and the latest edition of the MSA EN81 Standards, manufacturer's installation instructions and approved shop drawings;

ii. Comply with the latest edition of the I.E.E. Wiring Regulations for electrical work required during installation.

28.2 Perform work with competent, skilled workmen under the direct control and supervision of the lift manufacturer's experienced foreman. The Contractor is considered fully responsible for the design, supply and mounting of the lift hoistway structure which will adequately and safely sustain all loading imparted by the lift and its components.

28.3 Perform works as per submitted works program.

29.0 Field Quality Control

29.1 Acceptance testing: Upon completion of the lift installation and before permitting use of lift, perform acceptance tests as required by latest edition of Lift Regulations 2002.

29.2 Advise Architect in charge in advance of dates and times when tests are to be performed on the lift.

29.3 Testing procedure shall comply with the following standards, namely latest editions of MSA EN 81 and Lifts Regulations 2002.

29.4 Test certificates are to be handed over to the Architect in charge.

30.0 Adjusting

Make necessary adjustments of operating devices and equipment to ensure lift operates smoothly and accurately.

31.0 Cleaning

31.1 Before final acceptance, remove protection from finished surfaces and clean and polish surfaces in accordance with manufacturer's recommendations for type of material and finish provided.

31.2 On completion of lift work remove tools, equipment and surplus materials from site. Clean equipment rooms and hoist way. Remove trash and debris.

32.0 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. Maintain protective measures throughout remainder of construction period.

33.0 Demonstration

33.1 Instruct residents of respective block in the proper use, operation and daily maintenance of lift. Review emergency provisions, including emergency access and procedures to be followed at time of failure in operation and other building emergencies. For this purpose, the Contractor shall provide and furthermore explain a notice outlining in clear and simple terms the procedure for residents to follow in case of emergency. This notice shall be printed in Maltese and English and securely affixed in a visible position within the common parts.

33.2 Make a final check of each lift operation, with Architect present, immediately before date of Examination Certificate. Determine that control systems and operating devices are functioning properly.
Part 2 - The Contractor’s Technical Offer

APPENDICES

Appendix 1 - TECHNICAL DATA ON LIFT
Appendix 2 - SCHEDULE OF PARTICULARS
Appendix 3 - PERIODS OF COMPLETION
Appendix 4 - TECHNICAL DATA ON LIFT SUPPORT SYSTEM
Appendix 5 - MAINTENANCE AGREEMENT

IMPORTANT NOTICE

Tenderer is strictly to observe all the following instructions, namely:

1. All Appendices 1 - 5 are to be filled in;
APPENDIX 1

TECHNICAL DATA ON LIFT (To be completed by Tenderer)

BLOCK C3, TRIQ IL-PRINCIPESSA MARGERITA, TA’ XBIEX

<table>
<thead>
<tr>
<th>Item no</th>
<th>Description</th>
<th>Specification</th>
<th>Tender Offer BLOCK C3, TRIQ IL-PRINCIPESSA MARGERITA, TA’ XBIEX.</th>
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<td>Lift Manufacturer</td>
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<tr>
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<td>Model / Type</td>
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<td>1</td>
<td>Elevator type</td>
<td>1 x MRL Gearless Traction or alternative hydraulic type with variable frequency drive technology</td>
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<td>Lift usage</td>
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<td>3.7 m</td>
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</tr>
<tr>
<td>13</td>
<td>Car Dimensions internal (W x D)</td>
<td>Minimum as per EN81-1 (latest edition) requirements</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Inside Cab height</td>
<td>2100 mm</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Well dimensions (W x D)</td>
<td>1.60m x 1.67m INTERNAL</td>
<td></td>
</tr>
</tbody>
</table>

- Lighting 2-pole switch with lamp indicator -from machine room
- Permanent shaft lighting - Bulkhead fittings IP 54
<table>
<thead>
<tr>
<th>Item no</th>
<th>Description</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>16</td>
<td>Pit depth dimensions</td>
<td>1.3-m</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Ladder</td>
</tr>
<tr>
<td></td>
<td></td>
<td>RCD type socket outlet-supplied through machine room</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Drain facilities</td>
</tr>
<tr>
<td>17</td>
<td>Location of machine room</td>
<td>For hydraulic lift only</td>
</tr>
<tr>
<td>18</td>
<td>Control system</td>
<td>Collective down</td>
</tr>
<tr>
<td>19</td>
<td>Levelling accuracy</td>
<td>(+/- 5 mm)</td>
</tr>
<tr>
<td>20</td>
<td>Controls &amp; fittings in Cabin</td>
<td>Door open/hold</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Push button for Alarm bell</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Floor address buttons - have Braille markings &amp; illumination</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Extractor fan with automatic activating switch</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Auto dialler system with warning sign giving instructions regarding the use of the rescue service.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Display position indicator</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Overload indication - visual &amp; audible</td>
</tr>
<tr>
<td></td>
<td></td>
<td>LED lighting</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3hrs Battery back-up for emergency lighting and alarm</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Inspection service key switch inside cabin (part of COP)</td>
</tr>
<tr>
<td>21</td>
<td>Control on landings</td>
<td>Display position indicator at all landings.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Key operated landing call buttons (with 20 spare keys)</td>
</tr>
<tr>
<td>22</td>
<td>Lift motion controller</td>
<td>Passenger overload device</td>
</tr>
<tr>
<td>Item no</td>
<td>Description</td>
<td>Specification</td>
</tr>
<tr>
<td>---------</td>
<td>----------------------</td>
<td>-------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>23</td>
<td>Maintenance controls</td>
<td>On top of cabin</td>
</tr>
<tr>
<td></td>
<td></td>
<td>13A socket outlet on car roof</td>
</tr>
<tr>
<td>24</td>
<td>Car construction</td>
<td>Acoustic linings</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Car roof to support two persons</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hand Rail / Balustrade to be installed on car roof according to EN81</td>
</tr>
<tr>
<td>25</td>
<td>Cabin / Wall finishes</td>
<td>All sides in brushed stainless steel.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Half length mirror (minimum)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hand Rail</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Stainless steel kick plate 100mm high minimum + fold down seat.</td>
</tr>
<tr>
<td>26</td>
<td>Floor finishes</td>
<td>Heavy duty non slip Rubber /PVC</td>
</tr>
<tr>
<td>27</td>
<td>Car doors</td>
<td>(W x H) 900 x 2000 mm</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Clear opening (mm) 900</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Automatic side opening</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Finished in scratchproof stainless steel</td>
</tr>
<tr>
<td>28</td>
<td>Landing doors</td>
<td>(W x H) 900 x 2000 mm</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Clear opening (mm) 900</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Automatic side opening</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Finished in scratchproof stainless steel</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1 hour Euro Standard fire rating</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Emergency lock key</td>
</tr>
<tr>
<td>Item no</td>
<td>Description</td>
<td>Specification</td>
</tr>
<tr>
<td>--------</td>
<td>------------------------------------------------------------------------------</td>
<td>------------------------------------------------------------------------------</td>
</tr>
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<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>Emergency Passenger Evacuation Device; lowering car to ground level; Automatic with door opening.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Door closing force limiter</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Full curtain detection beams</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Overload device preventing start of journey when cabin load exceeds rated load</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Intercom between cabin and machine room</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Final limit switch at top and bottom terminal landings</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Emergency manual emergency lowering or raising</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Electromechanical locks on all doors</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Overspeed device</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Motor overload and phase failure protection device</td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>Energy Classification</td>
<td>Class A based on usage Category 1</td>
</tr>
<tr>
<td>31</td>
<td>Equipment Guarantee</td>
<td>24 months</td>
</tr>
<tr>
<td>32</td>
<td>Maintenance</td>
<td>24 months</td>
</tr>
</tbody>
</table>

Signature: _______________________

Date: _________________________
### SCHEDULE OF PARTICULARS

*(To be completed by Tenderer)*

<table>
<thead>
<tr>
<th>Description</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Rated kW. of Traction Motor:</td>
<td></td>
</tr>
<tr>
<td>Full Load Current of Lift</td>
<td></td>
</tr>
<tr>
<td>Energy Efficiency Class:</td>
<td></td>
</tr>
<tr>
<td>Lift (including doors) starts per hour rating:</td>
<td></td>
</tr>
<tr>
<td>Manufacturer of motor:</td>
<td></td>
</tr>
<tr>
<td>Motor Types:</td>
<td></td>
</tr>
<tr>
<td>Type of control system:</td>
<td></td>
</tr>
<tr>
<td>Manufacturer of controller:</td>
<td></td>
</tr>
<tr>
<td>Manufacturer of door mechanism:</td>
<td></td>
</tr>
<tr>
<td>Number of lift ropes and type:</td>
<td></td>
</tr>
<tr>
<td>Levelling accuracy of lift:</td>
<td></td>
</tr>
<tr>
<td>Door opening time from instant the lift arrives at a landing until the doors are fully open:</td>
<td></td>
</tr>
<tr>
<td>Door closing time from the instant a call is registered in the car until the doors close and the lift moves away:</td>
<td></td>
</tr>
</tbody>
</table>

**Signature:**  ______________________

**Date:**  ______________________
APPENDIX 3

PERIODS OF COMPLETION (To be completed by Tenderer)

The Tenderer is to state hereunder the periods proposed during which the work will be carried out in accordance with VOLUME 2 SECTION 3 - SPECIAL CONDITIONS: Article 32.

PHASE 1

CONSTRUCTION WORKS, ELECTRICAL WORKS AND DELIVERY OF LIFT EQUIPMENT TO MALTA:

____________________________________WEEKS

PHASE 2

INSTALLATION OF LIFT EQUIPMENT AND OTHER RELATED SERVICES:

____________________________________WEEKS

PHASE 3

FINISHING WORKS, COMMISSIONING, EXAMINATION AND HANDING OVER OF COMPLETE INSTALLATION:

____________________________________WEEKS

The works shall be completed and the lift commissioned and handed over within a total period of 16 weeks maximum.

Signature: ____________________________     Date: _______________________
APPENDIX 4

TECHNICAL DATA ON LIFT SUPPORT SYSTEM

A method statement including explanatory drawings regarding the works are to be presented with the Tender. Failure to submit a working method statement as well as lift and lift support system drawings and technical data will immediately invalidate the tender, and the said Tenderer will be immediately disqualified. The Tenderer shall also engage the services of an Architect who will certify and be responsible for the lift support system.

The information to be included has to contain the following as a minimum:-

1. Method Statement including in particular:
   a. specifying of details of how the structural alteration works necessary are to be phased;
   b. submission of details of method of operation.

2. Lift support system proposed, in particular the construction method, car enclosure type and materials, finishing works, paint type, fire protection, etc.

3. The nomination of warranted professional staff to be engaged on this project. For ease of reference, Tenderer is requested to insert this information below, as follows:

ARCHITECT & CIVIL ENGINEER

________________________________________________________________________

(name)
APPENDIX 5

Maintenance Agreement

The Tenderer is requested to attach a completed Maintenance Agreement form in this Appendix for the consideration of the Housing Authority.

Guidelines to tenderers in their submission of the requested Maintenance Agreement are listed in Volume 3, Section F - Lift specifications Clause 13.0 Maintenance.
Unit-Price Contracts

BILL OF QUANTITIES

1. Preamble

Tenderers must price each item in the bill of quantities separately and follow the instructions regarding the transfer of various totals in the summary.

The bill of quantities must be read with all the other contract documents and the Contractor shall be deemed to have thoroughly acquainted himself with the detailed descriptions of the works to be done and the way in which they are to be carried out. All the works must be executed to the satisfaction of the Engineer.

1.1. Quantity of items

The quantities set forth against the items in the bill of quantities are an estimate of the quantity of each kind of the work likely to be carried out under the contract and are given to provide a common basis for bids. There is no guarantee to the Contractor that he will be required to carry out the quantities of work indicated under any one particular item in the bill of quantities or that the quantities will not differ in magnitude from those stated.

When pricing items, reference should be made to the conditions of contract, the specifications and relevant drawings for directions and descriptions of work and materials involved.

The quantities given in the bill of quantities are provisional and reflect the estimates made at the time of approval to provide a basis for this document and tenders. Tenderers must consider every aspect of the tender document carefully.

Any comments concerning the quantities must be made in the form of an attachment, following the system of itemisation, quoting the codes and brief descriptions, as in the present documents, including the rates and prices.

Save where the technical specifications or the bill of quantities specifically and expressly state otherwise, only permanent works are to be measured. Works will be measured net to the dimensions shown on the drawings or ordered in writing by the Engineer, save where described or prescribed elsewhere in the contract.

In adjusting extras or variations on the contract, works will be measured on the same basis as that on which the quantities were prepared. All works not specifically mentioned in the bill of quantities will be taken as included in the prices of various items.

Where, in the opinion of the Engineer, extra works cannot be properly measured or valued, the Contractor may, if so directed by the Engineer, carry out the work at the day work rates shown in the schedule of day work. All completed day work sheets must be signed by the Engineer on or before the end of the week in which the works are executed.

No allowance will be made for loss of materials or volume thereof during transport or compaction.

1.2. Units of measurement

The units of measurement used in the annexed technical documentation are those of the International System of Units (SI). No other units may be used for measurements, pricing, detail drawings etc. (Any units not mentioned in the technical documentation must also be expressed in terms of the SI.)

Abbreviations used in the bill of quantities are to be interpreted as follows:
terms relating to payments

The method for measuring completed works for payment must be in accordance with the Contract.

The provisional sums in the bill of quantities must be used in whole or in part at the discretion of the Engineer or as otherwise set out in the contract.

Each item in the bill of quantities for which payment is to be made in a lump sum, and for which no payment schedule is provided, must be paid after the work covered by the lump sum has been completed to the satisfaction of the Engineer.

Pricing

The prices and rates inserted in the bill of quantities are to be the full inclusive values of the works described under the items, including all costs and expenses which may be required in and for the construction of the works described together with any temporary works and installations which may be necessary and all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based. It will be assumed that establishment charges, profit and allowances for all obligations are spread evenly over all the unit rates.

The rates and prices tendered in the priced bill of quantities will be quoted at the rates current prior to the date of submission.

Rates and prices must be entered against each item in the bill of quantities. The rates will cover all tax, duty or other liabilities which are not stated separately in the bill of quantities and the tender.

Completing the bill of quantities

In the bill of quantities, rates and prices will be entered in the appropriate columns in Euro.

Errors will be corrected as follows:

a) where there is a discrepancy between amounts in figures and in words, the amount in words will prevail; and

b) where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit price and the quantity, the unit rate as quoted will prevail.
IMPORTANT NOTICE

Tenderer is strictly to observe all the following instructions, namely:

1. The Schedule of Prices is to be submitted in duplicate;

2. The completed tender document including the two copies of the Schedule of Prices (to be marked Original and Duplicate) is to be deposited in the Housing Authority tender box by the stipulated time and date published in the Government Gazette;

3. The rates/amounts on both Schedules are to be identical in all respects. In case of a disparity, the rates / amounts in the 'Original' copy will be binding;
SCHEDULE OF PRICES (To be completed by Tenderer)

BLOCK C3, TRIQ IL-PRINCIPESSA MARGERITA, TA’ XBIEX.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Rate in accord. with Vol. 1 Sec 1, Cl. 17 (€)</th>
<th>Amount in accord. With Vol. 1. Sec 1, Cl. 17 (€)</th>
</tr>
</thead>
</table>
| 1.   | Construction works, supply, delivery and installation as specified of 1 MRL traction lift or alternative hydraulic lift, double entry type, with 6 landings (Ground Fl, Intermediate, 1st, 2nd, 3rd, 4th Fl). This includes all the necessary items of works as specified in the attached Tender Document. All works necessary for the complete and successful installation of the lift including satisfactory reinstatement of finishes in communal areas and installation of landing, any steps and ramp necessary in conformity with NCPD’s Design Guidelines Access for All shall be deemed to be included in the price. The Tenderer is required to carefully examine the Site and Tender Specifications as all items required must be catered for in the tendered rate.  
   a) Lift Work  
   b) Civil and Electrical Works |  |  |  |  |
| 2.   | Replacement of existing underground services which may be uncovered during formation of the lift pit (provisional) |  |  |  |  |
| 3.   | Provision of all safety measures to ensure Health and Safety during course of works including in particular proper boarding up of excavations, lift pits and landing doorways |  |  |  |  |
| 4.   | Application for three-phase electrical supply including Enemalta fees, other applicable charges and ancillary components such as sub-meters, ELCB’s, MCB’s etc as deemed necessary (provisional) | 1 | No. |  |  |
| 5.   | Maintenance of Passenger Lift/s for 24 months after Handing-Over as per Vol. 3 - Section F - Lift Specifications, Clause 13 | 1 | No. |  |  |
| 6.   | Certification, testing and handing over Passenger Lift/s in perfect running order. (Placement of lift in service) | 1 | No. |  |  |
| 7.   | Conformity Certificate and six-monthly certification and testing (for 24 months) as per Vol. 3 - Section F - Lift Specifications, Clause 12 | 4 | No. |  |  |

|   | GRAND TOTAL excluding VAT (in accordance with Vol. 1, Section 2) | € |

Signature ________________________________
Name of Company / Firm:

_____________________________________________________

Signature of Tenderer: ________________________________
I.D. Card: ______________________

Address:

__________________________________________________________________

__________________________________________________________________

__________________________________________________________________

Police Licence/Trading Licence No: ___________________________ Valid up to: ___________

VAT Registration No: _______________________________________

Telephone No: ______________ Mobile Phone No: ______________

Fax No: __________________________ Date: ______________
## VOLUME 5 - DRAWINGS, PHOTOS, SITE PLAN

Design Documents, including Drawings

### Section 5.1

**List attached**

<table>
<thead>
<tr>
<th>No</th>
<th>Name</th>
<th>Drawing No</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>Existing Layout</td>
<td>HA 206/2007</td>
</tr>
<tr>
<td>3.</td>
<td>Section</td>
<td>HA 208/2007</td>
</tr>
<tr>
<td>5.</td>
<td>Front Elevation</td>
<td>HA 210/2007</td>
</tr>
<tr>
<td>6.</td>
<td>Site Photo</td>
<td>N/A</td>
</tr>
<tr>
<td>7.</td>
<td>Site Photo</td>
<td>N/A</td>
</tr>
<tr>
<td>8.</td>
<td>Site Photo</td>
<td>N/A</td>
</tr>
<tr>
<td>9.</td>
<td>Site Plan</td>
<td>N/A</td>
</tr>
</tbody>
</table>
The Residents, Block C3, Triq Il-Principessa Margerita, Ta’ Xbiex
Site Photos

The Residents, Block C3, Triq Il-Principessa Margerita, Ta’ Xbiex
The Residents, Block C3, Triq Il-Principessa Margerita, Ta’ Xbiex
Locality:
Block C3, Triq Il-Principessa Margerita, Ta' Xbiex,