



The Convenience Shop (Management) Ltd

Request for Quotation

RFQ – 05 – 2023

RFQ: Procurement of Passenger Lift

Issue Date: 19 June 2023

Closing Date: 3 July 2023 16:00

Background Information

The Convenience Shop (Management) Ltd is a fully owned subsidiary of The Convenience Shop (Holding) plc. The Convenience Shop (Holding) plc ("the Company") is registered in Malta as a limited liability company under the Companies Act (Cap. 386) with registration number C 87554.

The principal activities of the Group relate to the operation of a chain of retail outlets under The Convenience Shop brand in Malta with a current shop count of 41 owned shops and 43 franchised shops as of 30 April 2023.

The Project

Works at The Convenience Shop's new headquarters in Triq Hal Luqa Gormi.

Purpose of the RFQ

The Convenience Shop (Management) Ltd is currently seeking to procure your services **as per attached Bill of Quantities (BOQ)** for its new premises in Gormi Road Luqa.

Submission of Expression of Interest & Proposal

Interested applicants are to quote the reference number of this request for quotation in all correspondence and are to confirm their expression of interest **within 2 days of the date of this RFQ** by mail on the below address.

RFQs should contain the total price including delivery and installation costs, specific dates as well as any additional information that would support the RFQ. Attached BOQ is to be filled out and sent.

RFQs are to be sent to the following mailing address, on rfq@theconvenienceshop.com by the closing date.

Any incomplete RFQs or any RFQs submitted after the closing date will not be considered.

Applicants will be informed within 10 days from closing date if their submission has been successful or not.

Schedule of Requirements

As per attached Technical specifications, drawings, BOQ and Draft Contract. Works to be completed by 30th September 2023

Evaluation Criteria

The RFQs received shall be evaluated on the following criteria;

- 40% based on the cost relative to other RFQs
- 30% based on the experience and previous work of the Supplier
- 30% based on the Quality of the product

Terms and conditions

The suppliers shall;

- Be of good moral conduct and reputation;
- Be in a position to provide the services submitted in the RFQ;
- Be able to provide a reliable service and apply health and safety rules;
- Be able to handle the workload under supervision;
- Be ready to work the working hours agreed upon with the project manager;

**TENDER FOR THE SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF
A PASSENGER LIFT FOR THE NEW PREMISES IN TRIQ HAL-LUQA, QORMI**

Employer:

Mr. Manuel Piscopo
The Convenience Shop
Triq l-Imdina,
Haz-Zebbug, ZBG 9017,
Malta

CONTENTS

1.0 TENDER FORMS AND GENERAL CONDITIONS

- 1.1 Form of Tender
- 1.2 Form of Agreement
- 1.3 Company Information Sheet
- 1.4 Insurance Declaration
- 1.5 Performance Bond
- 1.6 Bid Bond

2.0 INTRODUCTION

- 2.1 Scope of Works
- 2.2 Definitions

3.0 GENERAL

- 3.1 Scope of Tender
- 3.2 Contractors' responsibilities
- 3.3 Extent of works
- 3.4 Inclusion of everything necessary
- 3.5 Tender Documents
- 3.6 Interpretation and precedence of documents
- 3.7 Variations
- 3.8 Drawings
- 3.9 Site meetings
- 3.10 Materials
- 3.11 Temporary supply of electrical power
- 3.12 Subcontracting
- 3.13 Purchase of Tender Documents
- 3.14 Tenderers to visit the Site
- 3.15 Programme of Works
- 3.16 Completion Period
- 3.17 Extension of period of completion
- 3.18 Penalty for Delay
- 3.19 Defects Liability Period
- 3.20 Interim Payments
- 3.21 Statement of works carried out
- 3.22 Payment
- 3.23 Payment beyond contract sum
- 3.24 Partial Completion
- 3.25 Arbitration

4.0 INSTRUCTIONS TO TENDERERS

- 4.1 General
- 4.2 Qualification of Tenderer
- 4.3 Preparation of Tenders
- 4.4 Tendered Rates to be Inclusive
- 4.5 Tendered Rates to be Fixed
- 4.6 Submission of Tenders
- 4.7 Tenders to be sealed prior to Deposition
- 4.8 Extension of Deadline
- 4.9 Late Submissions
- 4.10 Tenders Validity
- 4.11 Opening of Tenders
- 4.12 Discrepancies
- 4.13 Clarifications and Addenda

5.0 TENDER EVALUATION AND AWARD

- 5.1 Evaluation of Tenders
- 5.2 Clarification of Tender Items
- 5.3 Confidentiality
- 5.4 Award of Contract
- 5.5 Letter of Acceptance
- 5.6 Insurance Policy
- 5.7 Performance Bond
- 5.8 Assignment and Sub-Letting

6.0 CONTRACTOR'S OBLIGATIONS - HEALTH AND SAFETY

- 6.1 Occupational Health and Safety
- 6.2 Compliance with Law
- 6.3 Care of Existing Buildings
- 6.4 Accidents and Risks

7.0 CONTRACTOR'S OBLIGATIONS - QUALITY CONTROL

- 7.1 Verification of Data
- 7.2 Access to Site and/or Workshops
- 7.3 Cleaning of Site on Completion
- 7.4 Quality Controller
- 7.5 Inspections and Testing

8.0 CONTRACTOR'S OBLIGATIONS - WORKMANSHIP

- 8.1 General Responsibility of the Contractor
- 8.2 Labour
- 8.3 Dismissal of workmen
- 8.4 Site Organization
- 8.5 Cleaning of site
- 8.6 Co-operation with other trades.
- 8.7 Materials and Workmanship
- 8.8 Samples
- 8.9 Testing of Materials
- 8.10 Bad Workmanship

9.0 CONTRACTOR'S OBLIGATIONS - COMMISSIONING, TESTING AND DOCUMENTATION

- 9.1 Commissioning and testing
- 9.2 Operating and maintenance instructions

10.0 TECHNICAL SPECIFICATIONS

11.0 BILL OF QUANTITIES

1.0 TENDER FORMS AND GENERAL CONDITIONS

1.0 FORM OF TENDER

TENDER FOR THE SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF A PASSENGER LIFT FOR THE NEW PREMISES IN TRIQ HAL-LUQA, QORMI

To:

Mr. Manuel Piscopo
The Convenience Shop
Triq l-Imdina,
Haz-Zebbug, ZBG 9017,
Malta

Having examined the Tender Documents consisting of the Contract Conditions, Specifications, Bills of Quantities, Drawings, Schedules for the above mentioned works, we, the undersigned offer to supply, deliver, install, connect-up, test, commission, hand-over and maintain the whole of the said works in conformity with the said Tender Documents for the sum of

or such other sum as may be ascertained in accordance with the said Conditions.

We hereby undertake that if our tender is accepted to commence the works and to complete and deliver the whole of the works within _____ weeks from the date of the letter of acceptance.

We declare that we have visited and inspected the Site and have read and understood the Tender Documents.

Unless and until a formal Agreement is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding Contract between us.

We understand that you reserve the right not to accept the lowest or any tender you may receive.

We agree to abide by this Tender for a period of forty-five (45) calendar days from the closing date for submission of tenders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

DATE: _____
SIGNATURE: _____
NAME IN BLOCKS: _____
POSITION: _____
ON BEHALF OF: _____
ADDRESS: _____

1.2 FORM OF AGREEMENT

**TENDER FOR THE SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF
A PASSENGER LIFT FOR THE NEW PREMISES IN TRIQ HAL-LUQA, QORMI**

This agreement made the _____ day of _____

BETWEEN

in the capacity of

(Hereinafter called the “Employer”) of the one part; and

AND BETWEEN

in the capacity of

(Hereinafter called the “Contractor”) of the other part.

Whereas the Employer is desirous that certain Works be carried out by the

Contractor, namely: _____

and has accepted a Tender by Contractor for the provision, execution and maintenance of such Work, NOW THIS AGREEMENT WITNESS AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following Documents shall be deemed to form and be read and construed as part of this Agreement, namely:

- a) The Letter of Acceptance, if applicable
- b) The said Tender
- c) The Performance Bond, if applicable
- d) The Conditions of Contract
- e) The Technical Specifications
- f) The Bills of Quantities

- g) The List of Manufacturers
- h) The Tender Drawings

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned the Contractor hereby convenants with the Employer to provide, execute, complete and maintain the Works in conformity in all respects with the provisions of the Contract.

4. The Employer hereby convenants to pay the Contractor, in consideration of the provision, execution, completion and maintenance of the Works at the Contract Price at the times and in the manner prescribed by the Contract.

IN WITNESS whereof, the parties hereto have caused their respective signatures on the day and year above written.

FOR AND ON BEHALF OF

FOR AND ON BEHALF OF

THE EMPLOYER

THE CONTRACTOR

WITNESS

WITNESS

ADDRESS: _____

ADDRESS: _____

OCCUPATION: _____

OCCUPATION: _____

1.3 COMPANY INFORMATION SHEET

**TENDER FOR THE SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF
A PASSENGER LIFT FOR THE NEW PREMISES IN TRIQ HAL-LUQA, QORMI**

Name of Tendering Company: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Signature of Director: _____

Date: _____

No. of full time employees to be engaged on the project: _____

Name and contact details of person who will be responsible for this project

1.4 INSURANCE DECLARATION

TENDER FOR THE SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF A PASSENGER LIFT FOR THE NEW PREMISES IN TRIQ HAL-LUQA, QORMI

This is to certify that _____ will be covered

by insurance issued by this Agency and in accordance to the Conditions of Contract.

We confirm that we have examined all Clauses of this Contract and that we are familiar with the General and Special Conditions as well as the Specifications and method statements of this Contract.

We also confirm that the policy will be valid during the Completion period and up to the expiring of the Defects Liability Period.

Name of Insurance Agency: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Signature: _____

Date: _____

1.5 PERFORMANCE BOND

Not applicable.

1.6 BID BOND

Not applicable.

2.0 INTRODUCTION

2.1 Scope of Works

Mr. Manuel Piscopo obo The Convenience Shop requires the services of contractors for the supply, installation, testing and commissioning of a passenger lift.

2.2 Definitions

The *Tenderer or Tendering Company* shall refer to all those participants who have manifested an interest in participating in this offer.

The “Employer” shall refer to **Mr. Manuel Piscopo obo The Convenience Shop**, and persons authorized to act on its behalf.

The “Contractor” shall mean the person or persons or Company to which the contract is awarded and who shall carry out the works as described in this document.

The “Architect” shall mean the Architect and Civil Engineer acting on behalf of the Employer.

The “Engineer” shall mean the Consulting Engineer acting on behalf of the Employer.

The “work” shall mean the work as described in the specifications, bill of quantities and drawings included in this document.

The “site” shall mean the site where the works as described in this document shall be executed and which shall be as stated in the Form of Tender.

“Approval” shall mean the Engineer’s written approval.

“Variation” shall mean changes in the quantity of work which may be required for the completion of the works.

“Completion date” shall mean the date when the services are fully completed, operational and approved by the Engineer.

3.0 GENERAL

3.1 Scope of Tender

The scope of this tender is for the supply, installation, testing and commissioning of a passenger lift.

3.2 Contractors' responsibilities

The Contractor shall be responsible for:

- a) The execution of the works in an informed, competent and diligent manner.
- b) Providing throughout the Contract period such supervision as may be necessary to ensure the proper execution work and as requested by the Engineer.
- c) Drawing the Engineer's attention to any discrepancies between the design, drawings, specifications or instructions or any inconsistency or omission in either of them immediately prior to commencing any work relative thereto.
- d) Indemnifying the Employer against all claims at any time on account of patent right or royalties, whether for manufacture or use on this Contract.
- e) Completing the works to the Engineer's satisfaction and demonstrating the satisfactory performance of the services in accordance with the design.

3.3 Extent of works

The works shall comprise all the labour and supervision required and all the materials necessary to form a complete installation and such tests, adjustments and commissioning as are prescribed in the subsequent clauses and as may otherwise be required to give an effective working installation to the satisfaction of the Engineer and, above all, in accordance with the normal code of practice.

The words "complete installation" above shall mean not only the major items of plant and equipment conveyed by this specification, but all the incidental sundry components necessary for the complete execution of the works and for the proper operation of the plant and installation, with their labour charges, whether or not these sundry components are mentioned in detail in the Tender documents issued in connection with this contract.

3.4 Inclusion of everything necessary

The Drawings, Specifications and Bills of Quantities detail, as far as possible, the whole of the estimated requirements for the complete installation for this project. The Tenderer/Contractor, however, must satisfy himself that the Drawings, Specifications and Bills of Quantities do include all necessary materials/ equipment,

etc., for the correct and proper operation of the various services, and no extra cost shall be allowed for any omissions in this respect once the Contract is let.

3.5 Tender Documents

The Tender Documents are those listed below and should be read in conjunction with any Addenda issued:

- (i) The Conditions of Contract
- (ii) Specifications
- (iii) Bills of Quantities
- (iv) Drawings

3.6 Interpretation and precedence of documents

The Specifications, Drawings and Bills of quantities shall be read jointly. The Contractor shall be responsible to draw the Engineer's attention in case of discrepancies which may arise between these documents, before submission of the tender document. No additional cost will be allowed for omissions in this respect once the Contract is let.

The Specifications shall have precedence over the Drawings and Bills of Quantities in this order in so far as the technical quality of the equipment and materials.

The Drawings shall have precedence over the Bills of Quantities and Specification in this order as far as the quantity of equipment and materials required, as well as their location.

The Bills of Quantities shall have precedence over the Specification and Drawings in so far as unit rates.

3.7 Variations

The Engineer shall reserve the right to order variations in the specifications and/or quantity of any material or equipment as may be necessary.

If the Contractor claims that any variations shall involve extra cost, he shall submit his claim in writing before proceeding with the work, failing which the Contractor shall have no valid claim for compensation and/or extension to the contract period.

Variations that involve extra cost shall be valued at the contract rates. For work that cannot be properly quantified, a fair evaluation shall be made by the Engineer.

3.8 Drawings

The Contractor shall prepare installation diagrams, wiring drawings and schematics for approval by the Engineer prior to the execution of the works. The Contractor shall also provide two sets of Builder's Work Drawings within two weeks of the acceptance of this Tender. During the course of the works the Contractor shall keep all records

necessary in order to enable him to complete the As-fitted Drawings on completion of the works.

3.9 Site meetings

The Contractor shall send a competent representative to such site meetings as may be called by the Engineer, Architect or Employer and shall have the authority to issue instructions to the Contractor's own labour force employed on site. The Engineer, Architect or Employer shall have full access to the works and any other places where material for installation is being prepared. The Contractor shall not cover up permanently any work before the approval of the Engineer.

3.10 Materials

All materials used in this contract shall comply with the latest edition of the relevant Standards Specifications or equivalent as acceptable to the Engineer.

The Engineer shall have the right to order the removal and replacement of any material from the site, which is not to specification or standard. The Contractor shall carry out such order at his own cost.

3.11 Temporary supply of electrical power

The Contractor shall be responsible for the procurement of any temporary supply of electrical power to enable execution of the works. Any attributable costs shall be deemed to have been included in the tendered rates.

3.12 Subcontracting

The Contractor shall not transfer or assign the contract in whole or in part without the written consent of the Engineer and Employer. Any such consent, if given, shall not relieve the Contractor from any liability or obligation under the contract, and he shall be responsible for the acts, defaults and neglect of any-sub contractor and his employees or agents.

3.13 Purchase of Tender Documents

N/A

3.14 Tenderers to visit the Site

All Tenderers are strongly advised to visit the site and familiarize themselves with the constraints and logistical limitations of the place in order to complete the works within the stipulated contract period. Appointments for such inspection shall be made during office after making an appointment with the local council for this purpose.

3.15 Programme of Works

The Contractor shall submit a preliminary program of works together with his tender. A detailed program of works shall be prepared together with the Engineer within one week of the issue of the letter of acceptance for approval by the Employer. This program shall be used to monitor the progress of the work during the execution period

Failure of any Tenderer to comply with this requirement shall constitute sufficient grounds for the disqualification of the respective offer.

3.16 Completion Period

All items of work assigned to the contractor are to be carried out within **sixteen (16) weeks** from order to start works.

3.17 Extension of period of completion

No extension of the completion date agreed upon shall be given to the Contractor with the exception of civil commotion or national calamities, hostilities, force majeure and or national strikes.

Should the amount of any variation or other special circumstance which may occur be such to fairly entitle the Contractor to an extension of time for the completion of work, the Engineer shall determine the amount of such extension.

Delays in delivery by overseas suppliers shall not be considered as sufficient reason to warrant an extension of the time of completion.

3.18 Penalty for Delay

Should the works assigned to the contractor not be completed within the stipulated period, the Contractor will be liable to a penalty of €300 daily inclusive of Saturdays and Sundays.

3.19 Defects Liability Period

The Contractor shall be held responsible for a period of twenty four (24) months for any latent defects resulting from poor workmanship or defective materials. Any defective work found during the Defects Liability period shall be removed and renewed at the Contractor's expense.

3.20 Interim Payments

Certificates of payment may be issued by the Engineer at intervals of not less than one calendar month after completion of the works or part thereof.

3.21 Statement of works carried out

The Contractor shall submit a statement having a similar format to the bill of quantities, to the Engineer showing the quantity and value of works executed until the end of the month. Provided he agrees with the statement, the Engineer will issue an

interim Certificate of Payment. Payment shall only be affected for actual permanent work completed.

3.22 Payment

Payment to the Contractor shall be affected as follows:

- a) 20% deposit on the value of the contract.
- b) 50% of the value of work successfully carried in interim payments as approved by the Engineer.
- c) 15% upon final completion of the works and after certification by the Engineer.
- d) 15% upon certification by the Engineer that the whole of the installation and equipment has successfully completed the defects liability period of twelve calendar months uninterrupted satisfactory operation.

All payments shall be made within 30 days of the issue of the respective certificate by the Engineer.

3.23 Payment beyond contract sum

The Contractor shall not receive payment beyond the contract sum for any work for which he may consider that payments should be made as an extra, unless such work shall have been ordered as extra work in writing, or unless the Contractor, before commencing such work, shall have claimed in writing that it should be paid for as an extra, and the Engineer shall have certified in writing that the claim is reasonable and proper.

3.24 Partial Completion

If at any time before practical completion of the whole of the works the Employer shall require to take possession of any part of the works, he shall be allowed to do so with the Contractor's consent. As part or whole of the works may be certified by the Engineer, the defects liability period will commence from that date.

3.25 Arbitration

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the rules of the Malta Arbitration Centre as at present in force. Any reference in the General Conditions to other arbitration procedures shall not apply.

4.0 INSTRUCTIONS TO TENDERERS

4.1 General

It shall be the Tenderer's responsibility to acquaint himself with the site before submitting this tender. No claims shall be accepted nor compensation given to the Tenderer nor shall the Tenderer disclaim responsibility resulting from not visiting the site.

The Employer does not bind himself to accept the lowest or any Tender nor to give reasons for rejection of any or all tenders.

Moreover the Employer reserves the right to split up the work amongst various contractors.

Individual price entries in the Bill of Quantities may be examined separately and if found to be inconsistent may lead to disqualification of the tender.

4.2 Qualification of Tenderer

To be qualified for award of this Contract, Tenderers are to provide evidence satisfactory to the Employer clearly demonstrating their capability and adequacy of resources to carry out this Contract in the stipulated period of time and according to the Tender Specifications.

In this regard Tenderers are requested to fill in the Company Information Sheet when submitting their priced tenders.

4.3 Preparation of Tenders

The tenderer shall bear all the costs for the preparation of this tender offer and the Employer shall not be responsible for or pay any expenses or losses which may be incurred by any tenderer in the preparation of this tender.

The Tenderer shall fill in all rates and prices for all items of the Works described in the Bills of Quantity. Items against which no rate or price is entered by the Tenderer will not be paid for when executed and shall be deemed covered by other rates and prices.

No alteration is to be done to this tender document. Any correction in the priced document to an entry by the Tenderer shall be initialed by the same Tenderer. All entries must be in ink.

The Tenderer must fill all entries in the tender document. Failure to fill all entries or to supply information where specifically requested, may lead to disqualification.

The Tenderer is required to initial each page of the submitted Tender Documents thus verifying that the page has been "Read and Approved and Good for Agreement".

4.4 Tendered Rates to be Inclusive

The tendered rates shall be inclusive of all works as specified as well as any other works which are of a contingent or indispensable nature for completing the work in its entirety and to the satisfaction of the Architect in Charge.

The tendered rates shall be inclusive of all materials necessary, profits, VAT duties, levies, customs duties, and landing charges on any imported goods as applicable at the closing date of tendering. The rates are also to include the transport of all items of work to the site and delivery to the required floor on completion.

4.5 Tendered Rates to be Fixed

The tendered rates shall be fixed for a period of two years and no allowances shall be made for fluctuations in rates and prices or for any increase or decrease in the costs of labour and/or materials.

4.6 Submission of Tenders

All tenders shall be submitted in ***duplicate form***, one document marked as ***original*** and the other marked as ***copy***. The tender document shall comprise the following:

Tender Form

Bid Bond

Company Information Sheet

Insurance Declaration

Contract conditions

Instructions to Tenderers

Technical specifications

Priced Bills of Quantities

Program of works

Technical Literature (organized in the same order as the bill of quantities).

Tenderers shall submit also, together with the Documents already mentioned, supporting documentation of all the equipment and material they are offering according to the priced entries in the Bill of Quantities. This documentation shall include specifications of a technical nature, standards to which the material or equipment conforms, manufacturer, model number, construction etc in order to enable the Engineer to evaluate conformity to the specifications in this document.

The Tenderer shall also indicate any deviations from the specifications in a covering letter.

Failure of any Tenderer to comply with these requirements shall constitute sufficient grounds for the disqualification of the respective offer.

4.7 Tenders to be sealed prior to Deposition

Sealed Tenders are to be deposited at the office of Galea Curmi Engineering Consultants Ltd, The Duke, Level 3, Republic Street, Victoria, Gozo, during office hours prior to the closing date of submission or sent via email at info@galeacurmi.com

4.8 Extension of Deadline

The Employer may at its discretion extend the deadline for submissions of Tenders by issuing an amendment in accordance.

In this eventuality, all the rights and obligations of the Employer and the Tenderers previously subject to the original deadline will be subject to the revised deadline.

4.9 Late Submissions

Any Tender received by the employer after the deadline for submissions of Tenders will not be considered.

4.10 Tenders Validity

Tenders submitted in conjunction with this Contract shall remain valid for a period of 8 weeks after the date of Tender opening.

4.11 Opening of Tenders

The Employer will open the Tender in private.

4.12 Discrepancies,

Tenderers shall promptly notify the Employer of any ambiguity in or discrepancy between any of the Tender Documents which they may discover upon examination of the Tender Documents.

4.13 Clarifications and addenda

Tenderers requiring clarification or interpretations of the Tender Documents shall make a written request which shall reach the office at least ten (10) calendar days prior to the date of closing date of Tenders. Any request after this date will not be accepted.

Any interpretations, corrections, changes or clarifications to the Tender Documents by the Employer will be made by an official addenda. Interpretations, corrections or changes made in any other manner will not be valid, and Tenderers shall not rely upon such interpretations, corrections and changes.

Any Addenda will be faxed, mailed, electronically mailed or delivered to all that are known by the Employer to have received a complete set of Tender Documents. For this purpose, it is in the interest of all Tenderers to have their name and address registered when withdrawing the Tender Documents. No responsibility will be taken by the Employer if Tenderer fails to do so.

No addenda will be issued later than six (6) calendar days prior to the closing date of Tenders except an addendum postponing the date for receipt of Tenders or withdrawing the request for tenders.

Each Tenderer shall ascertain, prior to submitting his Tender, that he has received all addenda issued and shall acknowledge their receipt in his Tender.

Requests for clarifications or interpretations of the Tender Documents shall be addressed in writing to:

**GALEA CURMI ENGINEERING CONSULTANTS LTD
THE DUKE LEVEL 3
REPUBLIC STREET,
VICTORIA, GOZO,
MALTA**

**TEL: 27559552
EMAIL: info@galeacurmi.com**

5.0 TENDER EVALUATION AND AWARD

5.1 Evaluation of Tenders

The Employer will evaluate and compare only those Tenders which have been duly filled and submitted in accordance to the Conditions and Specifications as detailed in these Tender Documents.

5.2 Clarification of Tender Items

The Employer may, at his discretion, ask any Tenderer to clarify items of his Tender including breakdown of rates.

5.3 Confidentiality

Information relating to the Tender evaluation process shall not be disclosed to Tenderers or any other persons not officially involved in the award of the Contract until the successful Tenderer has been announced.

5.4 Award of Contract

The Employer reserves the right to accept or reject any Tender and to annul the Tendering process and reject all Tenders at any time prior to the award of the Contract without incurring any liability to the affected Tenderers or any obligations to inform the affected Tenderers of the grounds for the Employer's decision.

5.5 Letter of Acceptance

The Employer will notify the successful Tenderer by a "Letter of Acceptance" that his Tender has been accepted.

The Letter of Acceptance shall name the rates at which the Employer will pay the Contractor for any work carried out under this contract. The contractor shall receive the Letter of Acceptance prior to the expiring of the Tender Validity period.

5.6 Insurance Policy

The successful Tenderer shall within one week from receiving the Letter of Acceptance furnish the Employer evidence of an Insurance Policy covering the following:

(i) Insurance against Accident to Workmen:

Such insurance shall be maintained during the whole of the time that any persons are employed by him on the works. Provided that, in respect of any persons employed by any Sub-Contractor, the Contractors obligations to insure under this sub clause shall be satisfied if the Sub-Contractor shall have insured against the liability in respect of such persons.

(ii) Insurance against Damage to person and property: indemnifying the Employer against all losses and claims in respect of death of or injury to any person, or loss of or damage to any property (other than the works) which may arise out of or in consequence of the execution and completion of the works, and against all claims, proceedings, damages, costs, charges and expenses whatsoever in relation to the works.

(iii) Third Party Insurance:

Against liabilities for death of or injury to any person, or loss of or damage to any property (other than the works) arising out of the performance of the Contract.

Failure of the successful Tenderer to comply with this requirement shall constitute sufficient grounds for the annulment of the Award.

5.7 Performance Bond
Not applicable.

5.8 Assignment and Sub-Letting
The Contractor shall not assign or sub-let the contract or any part thereof without the written consent of the Employer. Any such consent, if granted, shall not relieve the Contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor.

6.0 CONTRACTOR'S OBLIGATIONS - HEALTH AND SAFETY

6.1 Occupational Health and 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.

The contractor shall be bound to conform with Act VII of 1994. (Promotion of Occupational Health and Safety) 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 for the contractor's particular operating situation and nature of work activities.

6.2 Compliance with Law

The Contractor shall comply with and fulfill all obligations imposed by Art 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.

6.3 Care of Existing Buildings

The Contractor shall take all steps to protect the building and any adjoining property. Every reasonable precaution is to be taken when delivering the work to site, to avoid any damage or injury to property or persons.

Any damages to the building fabric caused by the contracting firm when delivering the finished goods to site will be borne by the contractor.

6.4 Accidents and Risks

The Contractor shall take responsibility for all risks of accident or damage to the work from whatever cause arising, and shall be responsible for the sufficiency of all means by him for the fulfillment of the contract and shall not be relieved from such responsibility by any approval other than a written approval issued by the Engineer in Charge.

7.0 CONTRACTOR'S OBLIGATIONS - QUALITY CONTROL

7.1 Verification of Data

Before commencing any execution, the contractor shall satisfy himself that any dimensions shown on the drawings are correct. If not satisfied with their accuracy, the contractor should give written notice to the Engineer in Charge and ask for instructions as otherwise no claim in this regard will be entertained.

The Contractor shall also be responsible for the actual material quantities required. This includes all required equipment, piping, conduit, cable, cable trunking, fittings, etc. required for the complete working installation. No compensation whatsoever will be given to the Contractor for any extra material required to complete the installation due to non-observance of this condition.

7.2 Access to Site and/or Workshops

The Engineer or any person authorized by him or his representative shall have at all times access to the site/workshop where the masonry elements and items are being manufactured and stored.

7.3 Cleaning of Site on Completion

On completion of the works the Contractor shall clear away and remove from the site such materials and leave the whole of the site and the works clean to the satisfaction of the Engineer in Charge.

7.4 Quality Controller

The Contractor shall nominate one qualified technical representative who shall direct all the works and be responsible for the manufacturing, finishing and delivery of all the items of work.

7.5 Inspections and Testing

The Engineer and or his representative shall be given facilities for the inspection of all works in progress whether in workshops or on site. All expenses incurred in testing any of the items shall be borne by the contractor.

8.0 CONTRACTOR'S OBLIGATIONS - WORKMANSHIP

8.1 General Responsibility of the Contractor

All materials and methods of work shall be in the form and nature as specified herein and as indicated in these Tender Documents and Specifications.

8.2 Labour

The Contractor shall be responsible for employing technically competent labour for proper execution and completion of the work within the agreed period of time.

The Contractor shall be responsible for employing labour, as well as overheads, covering all labour costs during the execution of the works as well as the guarantee period.

The Contractor shall also employ labour for any overtime required in order to complete the work within the agreed period of time.

8.3 Dismissal of workmen

The Contractor, on the request of the Engineer, Architect or Employer, shall dismiss forthwith any person or persons employed by him, who may in their opinion misconduct himself or be incompetent.

8.4 Site Organization

The Contractor shall, during the progress of the works, keep on site a competent foreman. Any instructions given to him by the Engineer shall be deemed to have been issued to the Contractor. The foreman shall not be removed from the site without the prior written approval of the Engineer.

8.5 Cleaning of site

The Contractor shall be responsible for regular cleaning up of the site from any accumulation of dirt and waste material produced as a result of the work in progress. Upon completion of the works, the Contractor shall clean up and leave the site in an orderly fashion to the satisfaction of the Engineer and Employer.

8.6 Co-operation with other trades.

The contractor shall carry out the work in such a manner that will provide full co-operation with other trades employed on the site. Furthermore, he is to ensure that his program of works fits with that of the other trades and that he will not cause any delays to the other trades due to his program of works.

8.7 Materials and Workmanship

All equipment, materials and workmanship to be provided by the Contractor are to be the best of their respective kinds and free from defects. The Contractor will be entirely responsible for the proper and efficient carrying out of the whole of the work which is to be done in the best workmanlike manner.

8.8 Samples

The Engineer in charge may, before or during the execution of works, request additional samples from the contractor. Such samples or any materials requested shall be approved by the Engineer in Charge before the relative orders for supply are placed. All costs of testing and provision of samples to be born by the Contractor. Once approved, it is the Contractor's responsibility to ensure that the works and materials comply with the samples submitted.

8.9 Testing of Materials

The Contractor shall provide without extra charge, all labour and equipment required by the Engineer in Charge for testing and measuring the works and weighing, measuring, or testing the efficiency or any portion or portions of the completed work.

8.10 Bad Workmanship

The Engineer in Charge shall, during the progress of the works, have the power to order:

- a) the removal within such reasonable time or times as may be specified in the order, of any materials or equipment which is in his opinion are not in accordance with the specifications or his instructions;
- b) the substitution by proper material or equipment;
- c) the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the method statement, drawings, specifications or instructions,

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

9.0 CONTRACTOR'S OBLIGATIONS - COMMISSIONING, TESTING AND DOCUMENTATION

9.1 Commissioning and testing

On completion of the works, the Contractor shall carry out full scale testing and commissioning of all installations to demonstrate their performance to the satisfaction of the Engineer.

9.2 Operating and maintenance instructions

On completion of all works and prior to handing over, the Contractor shall provide two copies of the complete set of operating and maintenance manual comprising of the following:

- a) General description of the installation, indicating the manner of working of each system, forming part of the works.
- b) Full instructions for starting up, operating and shutting down each individual assembly of equipment.
- c) Instructions as to the frequency and full requirements of routine and regular preventive maintenance necessary to maintain the equipment in a good working condition. This information is to be supplemented by the Manufacturer's Maintenance Instructions for all equipment.
- d) A recommended spare parts list including current price of each part, the manufacturer's address and local stockist/agent.
- e) Wiring diagram of the system and equipment.
- f) Three sets of "as fitted" drawings and one copy on CD-ROM.

10.0 TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS FOR THE SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF A PASSENGER LIFT AND DUMBWAITER.

Preamble

A.1 General

The specifications shall be read in conjunction with the contract conditions, the drawings and the bill of quantities, which together form the tender document

All equipment quoted for in this tender shall be new and shall conform to the relevant MSA EN or BS, EN or IEC standards. Equipment to other standards may be considered subject to these being of equivalent or superior standard to the ones mentioned. The Tenderer must provide documentation to back such a claim to the satisfaction of the Engineer. Where reference to British Standards is made in these technical specifications, the equivalent standard applicable in the EU shall be acceptable.

All components, equipment and material falling under legal notices issued relative to the Quality Control Act (Cap.225) must be CE marked.

A.2 Workmanship

Except where otherwise stated, workmanship is to the relevant MSA EN or BS, EN or IEC standards. Workmanship shall be of a high standard throughout. The contractor shall ensure that the standard of finish demanded by this contract is achieved. Branded materials shall be assembled, constructed and joined in accordance with the manufacturer's instructions and recommendations.

A.3 Fixing to the Building Structure

In all cases the particular type and size of fixing device used shall be in accordance with the manufacturer's recommendations having regard to the application and the load to be carried by the fixing device.

A.4 Testing and commissioning

All the works provided as part of the contract shall be inspected and commissioned in accordance with the relevant MSA EN or BS, EN or IEC standards to the satisfaction of the Engineer. All installations shall be inspected and tested in sections as the work proceeds and on completion as complete systems and it shall be noted that the Engineer may require inspecting or testing any equipment during erection.

All tests shall be arranged in co-operation with the Engineer and he shall be given prior notice of the time, location and nature of the test. No test shall be considered valid unless the Engineer is present. All necessary skilled and unskilled labour shall be provided for attendance duties before, during and after the test .

Defects occurring at any time during the test shall be made good and a complete re-test shall be carried out, all at no extra cost. Where failure during a test, inspection or commissioning process results in damage to the building fabric and/or services not provided as part of this

contract, or requires subsequent builders' work then these items shall be made good at no extra cost.

No section of the works shall be in any way concealed prior to testing and inspection and subsequent concealment where applicable shall only take place following written authority from the Engineer.

All necessary facilities, measuring and recording instruments for inspection/testing and commissioning are to be calibrated as necessary before use. The Engineer reserves the right to call for a demonstration of the accuracy of any instrument used.

All systems shall be commissioned only after inspection and testing procedures have demonstrated the integrity of the system.

A.5 Instruction of Employers Staff

The employer's staff will be instructed in the operation and maintenance of the installations by qualified personnel, who shall be fully conversant with the operations and maintenance procedures required for all systems, and where necessary specialist sub-contractor staff shall be made available to enable complete instructions to be given.

All installations shall be demonstrated in full working order together with the procedures to be adopted in the event of system malfunction and the manner in which plant outputs or control settings can be adjusted.

A.6 Maintenance and Record Drawings

The contractor shall provide a thorough and easily understandable operation and maintenance manual which should enable non-technical staff to operate the system on a day to day basis and the management staff to plan for and execute routine maintenance.

The contractor shall provide drawings to the scales not less than those used for tendering purposes. These drawings shall show plans and schematics as the engineer may consider necessary to show all required information clearly.

TECHNICAL SPECIFICATIONS FOR GEARLESS TRACTION PASSENGER LIFT

1.0 Scope of works

The work comprises for the supply, installation, testing and commissioning of 8 person passengers lift at the new premises in Triq Hal-Luqa, Qormi. The lift shall be of the MRL Gearless Traction Type.

2.0 Characteristics for the passenger lift

GENERAL INFORMATION

Type of lift	:	Passenger suitable for disabled persons
Standards	:	EN81-20 + EN81-70 Accessibility
Drive	:	Gearless Traction - V.V.V.F speed regulation
Pump/Motor	:	Electric drive motor
Rated load	:	630 kg (8 passenger)
Rated speed	:	1.00 m/s
Control system	:	Simplex, full collective, selective
No. of stops	:	3 (Level -1 to Level 1)
No. of car entrances	:	1
No. of landings' entrances	:	3
Travel	:	Approximately 8,520mm

MACHINE

Location of machine	:	In shaft (machine-room-less)
Motor starts per hour	:	min. 60

SHAFT SPECIFICATIONS

Lift well dimensions (W x D)	:	Approximately 1,800 (W) x 2,070mm (D) <i>(actual measurements to be taken on site)</i>
Pit depth	:	1,500 mm
Overhead height	:	3,400 mm

LANDING DOORS

Door type	:	Automatic two-panel side opening
Clear door opening	:	900 mm (width) x 2100 mm (height)

CAR

Type	:	Single entrance type car
Minimum car area	:	1100 mm(W) x 1400 mm(D)x 2200mm(H)

TECHNICAL SPECIFICATIONS FOR GEARLESS TRACTION LIFT

3.0 Compliance with Regulations and Standards

The supply and installation shall be carried out in accordance with the latest versions of, but not limited to the following regulations and standards:

- **MSA EN 81-1:2000 - European Standard for the construction and installation of electric lifts.**
- **BS EN 81-20:2020 - Safety rules for the construction and installation of lifts. Lifts for the transport of persons and goods. Passenger and goods passenger lifts**
- **BS EN 81-70:2021 - Safety rules for the construction and installation of lifts. Particular applications for passenger and goods passenger lifts. Accessibility to lifts for persons including persons with disability**
- **Lifts Regulations, 2016**
- **Low Voltage Directive (2014/35/EU)**
- **I.E.T. Wiring Regulations**
- **Electricity Supply Regulations as issued by the Malta Resources Authority (formerly by Enemalta Corporation).**

It is the contractor's responsibility to ensure that the above regulations are followed. **Any part of the installation or piece of equipment not specifically referred to below but necessary to satisfy the above regulations shall be included in the offer.**

The manufacturer's literature supplied with the offer shall indicate clearly that the equipment and installation fully comply with the standards listed above.

4.0 Compliance/Test Certificate

An initial compliance certificate shall be forwarded to the Client when the lift is commissioned and the guarantee period falls into effect as from the date of the test. A six-monthly test certificate shall then be submitted to the Client until the guarantee period expires.

5.0 Load

The Contractor may state larger loads to those rated above as long as the relevant standards and regulations used are submitted to support the selection.

6.0 Hoist Machine

- 6.1 The hoisting machine shall be a worm geared traction type with motor, brake gearing and driving sheave mounted in a proper alignment on a steel bedplate designed for elevator services. Sound insulation pads shall be installed to reduce vibration and noise transmission to the building structure.
- 6.2 An electric drive motor especially designed for elevator service, capable to develop high starting torque with low starting current shall be used. Motor to have Class F insulation. Motor armature shall be dynamically balanced and supported by ball bearings of ample capacity.
- 6.3 The drive shall be V.V.V.F speed regulated. The drive system shall provide a maximum levelling tolerance of +/- 5mm. The lift shall be equipped with automatic releveilling with doors open when it is at a designated floor.
- 6.4 The brakes shall be of the spring applied electric type, held open by an electro magnet actuated by the controller and designed to make smooth, positive stops. Brake shall be designed to automatically apply in event of interruption of power supply from any use.
- 6.5 The traction steel hoist ropes shall be of size and number to ensure proper wearing qualities, consisting of at least six strands wound around a hemp core centre, shall comply with the factor of safety requirements. Governor ropes shall be iron or steel. Furnish adequate compensation for weight of hoist ropes when required to maintain proper counterbalance ratio.
- 6.6 The safety system shall stop the car whenever excessive speed is achieved. The safety gear shall be mounted beneath the car on the bottom members of the frame and shall be able to operate in both direction of travel. It shall act simultaneously on both sides of the car guides and will be operated by an independent steel wire governor rope. The over speed governor provided with each lift shall be adjusted and sealed for the adequate tripping speed. When the car reaches the tripping speed or in case of breakage or slackening of the governor rope, the safety gear system stops the car, operating at the same time an electrical switch that cuts the power to the lift motor.
- 6.7 The counter weight shall counter balance each elevator for smooth and economical operation by a cast iron or steel plate weights contained in a structural frame. The counterweight shall equal a complete elevator car and a percentage of the capacity load. The counterweight guard of the appropriate design and size shall be provided in place at the bottom of the hoist way. The counterweight to be fitted with a safety gear in cases where there are accessible spaces under the pit - for example, where the pit is located above a parking garage or basement storage space.
- 6.8 Automatic Terminal Limits shall be placed in the hoist way near the terminal landings. Limit switches shall be designed to cut off the electric current and stop the car if it runs beyond either terminal landing.
- 6.9 The lift shall be provided with an overload device. An electro-mechanical weigher shall be installed on the lift. The car control station shall incorporate an audio-visual indicator to inform passengers in case of overload. The lift shall not move until the correct load is present inside the car.

- 6.10 In the event of any interruption of lift power supply, the drive system of the lift shall incorporate an automatic emergency passenger evacuation device **enabling the car to be automatically lowered or driven to the upper level relative to the counter weight and open the car and landing doors.** Moreover, lift controls shall include an emergency unbalance rescue system such that it would be possible for a qualified technician to use the system to evacuate trapped passengers inside the cabin in case of failure of the lift inverter or motherboard
- 6.11 Contractor shall **guarantee in writing that the lift, when in operation, will not be subject to undue oscillations on starting and stopping due to the considerable travel distances involved.**

GENERAL SPECIFICATIONS

7.0 Lift Controls and Indicators

- 7.1 The control system shall be of the **Full Collective, Selective Type.** The controller shall operate on extra low voltage. A readily accessible **vandal proof** control station shall be provided on the car roof as specified in EN 81. Up/down, close/open and emergency stop buttons shall form part of the maintenance control box. Phase failure and overload protection shall be provided. An emergency lift control cut-out circuit shall also be provided in the pit. **Lift controls shall be capable of interfacing with the fire detection and alarm system.** In the event of a fire, when the fireman's switch and / or the fire detection alarm system are activated, all calls are cancelled and the designated car returns immediately to a specified floor. To facilitate rescue, the car shall respond only to car buttons once the key switch inside the car is activated.
- 7.2 Control devices in the car shall consist of:
- a) One call button for each floor,
 - b) One alarm button,
 - c) One door re-open push button.
 - d) One door close push button.
- 7.3 Call buttons shall be of the **vandal proof** raised type having a diameter of at least 15mm and shall project at least 3mm. Raised digits shall be incorporated into the lift buttons. The buttons shall be illuminated and activated by a detectable mechanical motion. Sensor touch type or flat type pushes shall not be accepted. All information on the buttons shall be repeated in Braille. The controls shall preferably be mounted on a horizontal panel located on a sidewall adjacent to the short doorjamb. It shall be installed with its horizontal centre line at a height of 1.1m from the cabin floor. If the panel is vertical, all controls shall be within easy reach of a wheelchair bound person with the centreline for the control push buttons being 1.1m from the floor. The alarm button in the car shall activate two alarm bells powered by a live charged battery. The bells shall be situated in prominent locations as instructed by the Engineer/client. One of the bells shall be audible from the car.

7.4 Indicators in the car shall consist of an LCD display and it shall include an illuminated sign to indicate that the car call has been registered, and an illuminated position indicator. An audio-visual indicator showing the weight present in the car shall also be included on the car control panel.

7.5 Control devices on landings shall consist of:

- a) two call push buttons on each intermediate landing
- b) one single push button at the terminal landings

These shall comply with the specifications for the car push buttons and controls as in clause 6.3 above. The control device panel shall also be located at a height of 1.1m from the floor.

7.6 Car floor position indicators and signals shall be separately mounted either above the control buttons, on the door jamb face or over the door opening at all landings. Their location must be such that they are readily visible from the hall. Indicators shall consist of a digital position indicator and direction of travel indicators. The latter shall preferably be arrow shapes having a minimum dimension of 60mm.

7.7 Devices shall be provided for stopping and maintaining the lift out of service, including the automatically operated doors:

- a) on the car roof at 1m maximum from the entry point for inspection by servicing personnel.
- b) in the machine and control cabinet.
- c) in the pit.

7.8 Lifts must now be provided with a device to prevent **unintended car movement** away from the landing when the car and or landing doors are open. Such a device must be able to act in the case of failure of any single component of the machine or drive control system upon which the safe movement of the car depends, except for failure of the suspension ropes or chains and the traction of the machine.

8.0 Doors

8.1 Car and landing doors shall be finished in scratchproof stainless steel. Door sill shall be finished in scratchproof stainless steel. Doors shall incorporate both electrical and mechanical locking devices and shall have a minimum clear height of 2m. Landing doors shall be provided with external opening devices. Car-door locking mechanism shall prevent the doors from being opened from the inside when the car is outside the unlocking zone i.e. when it is not in close proximity to the landing doors. This shall prevent entrapped passengers from accidentally falling into the lift shaft if they attempt to escape from the lift that has stopped outside the unlocking zone.

8.2 Car doors shall be fitted with a 2D infrared curtain running the height of the door. This shall automatically initiate re-opening of the door in the event of a person or object entering or leaving the lift during the door closing movement. The timing

device should permit the doors to remain open for at least 5 seconds for safety reasons. Closing speed for the door shall not be greater than 0.3m/s.

- 8.3 Every landing entrance shall incorporate a sill of sufficient strength to withstand the passage of loads being introduced into the car. Landing doors shall have a minimum clear height of 2m. They shall be designed to avoid, during normal operation, derailment, jamming, or displacement at the extremities of their travel. Doors shall be horizontally guided at the top and the bottom. The doors and their surrounds shall be designed in such a way as to minimise risk of damage or injury due to jamming of a part of the person, clothing or other object.
- 8.4 Doors should give a **clear opening of at least 900 mm**. When closed, the clearance between panels or between panels and uprights, lintels or sills shall not exceed 6mm when measured from the back of recesses, if any.

9.0 Lift Car and Finishes

- 9.1 The cabin internal walls shall be finished scratchproof patterned stainless steel. Rounded corners and trim shall be in scratchproof stainless steel. Half length mirror shall be fitted on the rear side of the cabin and this shall run the whole width of the cabin. The cabin floor shall be finished in non-slip rubber. This shall be firmly fixed and shall resist damage by wheelchairs. The Contractor shall submit details of available types and colours for the flooring, which shall be approved by the Client. Details of the cabin layout and trim shall also be supplied with the offer. A scratchproof stainless steel kick plate shall be installed at ground level on all sides of the cabin.
- 9.2 The car ceiling shall have a neat appearance. Lighting shall be LEDs. As per EN81-20:2014 In-car lighting shall provide a minimum illumination intensity of **100 lux**, and **5 lux** for one hour in an emergency. The Contractor shall supply full details of his proposal, preferably explained by descriptive literature.
- 9.3 A smooth handrail of circular section shall be fitted to one of the sidewalls of the lift car. This shall be located at a distance of 38mm from the wall and shall be at a height of 790mm from the floor.
- 9.4 The lift car shall be fitted with an auto dialler with GSM module. It must be programmable with a minimum of three lines. The auto dialler shall incorporate a feature in that the system recognises if the call is received by an answering machine, so that it would then ignore this connection and continue dialling until a live connection is obtained. In the car operating panel, the system shall be hands free and shall be activated by pressing the alarm bell continuously for more than 5 seconds. An appropriate instruction shall be included on the same control panel.
- 9.5 An air extractor fan shall be installed flush with the car ceiling. It shall be activated by automatic relay when passengers enter the car and shall continue to run as long as the car remains occupied. It shall have a very low noise rating.

- 9.6 There shall be a self-sustained emergency light fitting which shall operate automatically in the event of a mains failure and shall contain a light source of a minimum power of 7 watts for 3 hours continuous operation.
- 9.7 Intercom points shall be installed and connected together to form an operating system. Their respective locations shall be in the lift pit, on top of the lift car and in the lift machine room. Intercom sets shall be permanently installed.
- 9.8 The car roof shall be able to support two persons at any position without permanent deformation. Where the distance between the inner edge of the balustrade handrail and the shaft wall is up to 500 mm, the balustrade must have a minimum height of **700 mm**. Where the distance between the inner edge of the balustrade handrail and the shaft wall exceeds 500 mm the balustrade must have a minimum height of **1100 mm**
- 9.9 A 13Amp. socket outlet shall be provided on the car roof. A fold down seat shall be fixed on one of the lift sides in the position requested by the client at a height of 460mm from the floor when opened. This shall be finished in the same material as the cabin interior. The client may request an alternative material and /or colour.

10.0 Cabin roof and pit refuge spaces

- 10.1 The volume requirements for the safety refuge spaces on the car roof and pit are as follows:

Upright position: 0.4 x 0.5m (horizontal), 2m (vertical)

Crouching position: 0.5 x 0.7m (horizontal), 1m (vertical)

Laying position: 0.7 x 1.0m (horizontal), 0.5m (vertical), for pit only.

- 10.2 EN 81-20:2020 requires that the landing door providing access to the pit shall be opened from that shaft so that engineers or technicians can exit the lift shaft, even if the relevant landing door would be closed.
- 10.3 Car roof balustrades shall be fitted on the cabin roof in order to reduce the risk of anyone falling into the shaft while working on the cabin roof. The height of the balustrade shall be:
- Minimum **700mm**, where the distance between the inner edge of the balustrade handrail and the shaft wall is up to 500mm
 - Minimum **1100mm**, where the distance between the inner edge of the balustrade handrail and the shaft wall exceeds 500mm.

11.0 Electrical Requirements

- 11.1 The following electrical works are to be included in the tender price:

- i. Connection of lift electrical switchgear to lift switch disconnecter supplied by other. Rate to include all necessary cables, plugs, cable management system, etc to make a complete functional system.

- i. A separate single-phase branch circuit fused lockable switch or lockable circuit breaker for each controller for cabin lighting and other single-phase elevator equipment.
 - ii. All 240 Volt, 13A single-phase receptacles installed in pit, machinery spaces and elevator-car tops shall be of RCD protected switch socket outlets type. All socket outlets will be labelled.
 - iii. Adequate lighting to maintain good illumination at pit floor. A minimum of 200-lux illumination at machine floor, control floor and secondary machinery spacing. In the pit the light switch to be adjacent to the access ladder; in machine room, light switch located within 400mm of jamb side of the machine room door. All lighting fixtures and switches are to be labelled and be supplied by tenderer.
 - iv. Electric power (single phase) for light, tools, hoist, etc.; during installation as well as electric current for starting, testing and adjusting the elevator.
- 11.2 Provision of a telephone line in the machine room area to be utilised for the hands free communication device.
- 11.3 All equipment offered should be power factor corrected to operate in accordance with Enemalta regulations and the latest edition of the I.E.T. regulations.
- 11.4 Electrical equipment must be so installed and connected that:
- There can be no possible confusion with circuits which do not have any direct connection with the lift
 - The power supply can be switched while on load
 - Movements of the lift are dependent on electrical safety devices in a separate electrical safety circuit
 - A fault in the electrical installation does not give rise to a dangerous situation.

12.0 Machine and Control Cabinet

- 12.1 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 machine and control cabinet in place without damaging the equipment, the surrounding areas or third party property.

13.0 Lift Well and Pit

- 13.1 The lift well dimensions lift travel distances and pit depths are given in Section 1. These are approximate and actual measurements should be taken on site.
- 13.2 As part of this contract, the lift shaft shall be provided with permanent electric lighting, which allows for servicing even when all doors are closed. As per EN81-20 and EN 81-50, there shall be a minimum of 50 lux at 1 meter above the car roof within its vertical position, minimum of 50 lux at 1 meter above the pit floor and everywhere a person can stand, work, and/or move between the working areas and a minimum of 20 lux outside the locations defined above, excluding shadows created by the car or components.

- 13.3 Lights shall be installed at 0.5m from the highest and lowest points in the shaft with intermediate lamps at maximum 5m intervals. The shaft lighting shall be activated from the machine room and the pit. Lights shall be bulkhead type fittings. Emergency lighting within the lift shaft above the car roof shall be of a minimum of 5 lux for 1 hour.
- 13.4 Any horizontal projection (ledge) from a wall into the shaft, or horizontal beam greater than 150mm wide shall be protected so that no person can stand on it. An exception can be made wherever access is prevented by a balustrade on the cabin roof, as per the requirements listed in Section 10.0.
- 13.5 Access or inspection doors shall be available to address safe and easy access for any person working on the lift. The dimensions of the access doors are as follows:
- Machine-room and shaft access doors: 2m (H) x 0.6m (W)
Pulley-room access door: 1.4m (H) x 0.6m (W)
Access trapdoor to machine and pulley rooms: 0.8 x 0.8m, counterbalanced.
Emergency doors: 1.8m (H) x 0.5m (W)
Inspection doors: 0.5m (H)

14.0 Lift Construction

- 14.1 The car must be designed and constructed in such a way that its structural features do not obstruct or impede access and use by disabled persons and so as to allow any appropriate adjustments intended to facilitate its use by them.
- 14.2 Energy absorbing buffers must be installed beneath the car. The type offered shall be specified and its details submitted at the time of tender. They shall maintain the car stationary at a distance not exceeding 0.12m below the level of the lowest landing, when carrying the rated load. When fully compressed, the ram shall not hit the base of the cylinder.
- 14.3 All wire rope used must be certified for the given working and braking load. Travelling cable shall be of the flat flexible type. A strain relief steel wire rope shall be attached at intervals to the electrical cable
- 14.4 The car shall be guided by rigid steel guides. These shall be of T-iron solid section. Channels will not be accepted. Guide rails shall be machined to ensure the smooth running of the car. They shall rest on the hoist way pit to avoid excessive loads on the walls and ceiling. Guide rails shall include all rail brackets and clamps. The strength of the guides, their attachments and joints shall be sufficient to withstand the forces imposed due to the operation of the safety gear and bending due to uneven loading of the car. The deflections in the latter case shall be limited to values that will not affect the normal operation of the lift. The fixing of the guides to their brackets and to the building shall permit compensation, either automatically or by simple adjustment, of effects due to normal settling of the building or shrinkage of concrete.

14.5 All exposed steel parts of machine, car, doors and other fittings in the shaft, including guide rail brackets shall be protected with factory applied rust protecting paint. They shall all be properly earthed.

14.6 As per EN81-20:2014, doors shall include retainers to keep the door panels in place if the main guiding elements do not operate as intended. Car and landing doors shall also be tested to withstand an impact force equivalent to the impact of a person colliding with the door at running speed. The strength requirement of the car walls is such that they must be capable of withstanding forces that are equivalent to a person pushing against them.

15.0 Fire Protection

15.1 The walls, floor and roof of the car shall not be made of materials likely to become dangerous through too great flammability or through the nature and volume of gas and fumes they may generate. The materials must meet fire classification requirements according to EN13501-1. The minimum classifications are as follows, where C and Cfl refers to the 'reaction of fire' classification, and S and D refer to the classification of materials with regards to smoke and the formation of flaming droplets/particles, respectively;

- Flooring: Cfl S2
- Walls: C S2, D1
- Ceiling: C S2, D0

15.2 Landing doors and frames shall have a fire resistance rating of 1 hour.

16.0 Unintended Car Movement (UCM)

17.1 Lifts should be protected against any risk of moving away from landings and car over speeding as per standards EN81-20 and EN81-50.

17.0 Noise Reduction

17.1 Lift equipment shall be adequately damped and treated to avoid airborne noise transmission. All lift equipment, machines, pumps, etc. shall be isolated from the building structure by flexible mountings.

SCHEDULE OF PARTICULARS

This section is to be completed by the Contractor.

Pipe manufacturer:

Pipes test pressure:

Manufacturer of pump and pump motor:

Motor starts per hour rating:

Manufacturer of controller:

Type of buffer and manufacturer:

Levelling accuracy of lift:

Door opening time from the instant the lift arrives at a landing until the doors are fully open:

Door closing time from the instant a call is registered in the car until the doors close and the lift moves away:

Acceleration time from standstill to contract speed:

Deceleration time from contract speed to standstill:

PERIODS OF COMPLETION

The tenderer is to state hereunder the periods proposed during which the work will be carried.

Phase 1

Delivery of equipment to Malta

.....weeks/months

Phase 2

Installation of equipment and other related services

.....weeks/months

Phase 3

Running, testing and handing over of complete installation

.....weeks/months

BILL OF QUANTITIES

General Notice

The quantities forming part of this contract are listed in the Bills of Quantities. However the Employer reserves the right to include other works as deemed necessary.

Furthermore, it is the prerogative of the Employer and the Employer alone which additional works may be included under this contract and which additional works will not form part of this contract. In this regard the Contractor will have no right to prevent the Employer from engaging other parties to carry out additional works of a similar nature as long as a valid reason is given to the contractor in advance.

1.0 - Bill of quantities: Passenger Lift					
Item Number	Description	Quantity	Unit	Rate € (exc. VAT)	Total € (exc. VAT)
1.00	GEARLESS TRACTION MRL PASSENGER LIFT				
1.01	Supply, delivery and installation of one 630kg (8 person) gearless traction passenger lift including machine and control cabinet as specified. This includes all the necessary items of works as specified in the attached Tender Document to meet the 95/16 EC Certification.	1	No.		
1.02	All works related to the civil, mechanical and electrical LV and ELV as specified.	1	Lump Sum		
1.03	Submit application to local telephone service provider and supply of telephone lines.	1	Lump Sum		
1.04	Maintenance of the Passenger Lift for 24 months after Handing over.	1	Lump Sum		
1.05	Certification according to 95/16 CE and Engineer's 6 monthly report.	1	Lump Sum		
Total for works (exclusive of VAT)					
18% VAT					
Total for work (inclusive of VAT)					

For and on behalf of:

Address:

Signature of Tenderer:

Name of Tenderer:

Occupation:

VAT Registration number:

Tel No.:

E-mail:

Date:

DAILY RATES

Rates quoted are to include total cost of labour inclusive of VAT and any other charges as applicable.

Item	Daily Rate for the service of:	Rate in Euros
1	Unskilled labourer	
2	Skilled labourer	
3	Supervisor	
4	Technician/ Electrician	
5	Engineer	
6	Other category -	
7	Other category -	
8	Other category -	
9	Other category -	
10	Other category -	

Agreement

This Agreement is being made this day the _____ of the year 2023 (Effective Date) between:

On the First Part:-

The Convenience Shop (Management) Limited, a company registered under the Laws of Malta and having company registration number C87711 and its registered office at Marant Food Products, Mdina Road, Żebbug, Malta, which company is represented hereon by _____ holder of identity card number _____, director, as duly authorised by the Memorandum and Articles of the Company, hereinafter referred to as the **'First Party'**

Email:- _____

On the Second Part:-

_____, a company registered under the Laws of Malta and having company registration number _____ and its registered office at _____ Malta which company is represented hereon by _____, holder of identity card number _____, director, as duly authorised by the Memorandum and Articles of the Company, hereinafter referred to as the **'Second Party'**

Email:- _____

Together, hereinafter referred to as the **'Parties'**

Whereas, the Parties premise that:-

- i. The First Party is desirous of purchasing the Material from the Second Party, who declares his interest in selling and supplying to the First Party.
- ii. The First Party is subsequently desirous to employ the Second Party as the contractor for the installation of the Material at the Site;
- iii. The Parties, pursuant to their discussions, are mutually desirous of regulating their understanding by means of the provisions of this Agreement and the Annexes attached hereto which shall form an integral part of the Agreement and which are the following:-

- Annex “A”: Bill of Quantities with reference number _____ dated _____ (“BOQ”)
- Annex “B”: Plan of Site

That Premised, the Parties hereby agree that they shall be bound by the following provisions of this Agreement.

1. Definitions

“**Material**” shall mean all the material required for the execution of the Works in accordance with the BOQ marked as “Annex A” to this Agreement for the Site as indicated in “Annex B”.

“**Site**” shall mean the places provided by the First Party, and indicated in the plan marked as “Annex B” to this Agreement, where the Works are to be carried out by the Second Party and any other place specified in the Agreement as forming part of the Site.

“**Works**” shall mean the supply and installation _____ and all other specifications as specified, inferred or implied from this Agreement and its Annexes at the Site.

“**Completion**” shall mean the completion of the Works at the Site.

“**Commencement Date**” shall mean a calendar day being _____ from signing date.

“**Consideration**” shall mean the total cost as indicated in the BOQ, Annex ‘A’, exclusive of Value Added Tax or other government taxes or duties which may apply, with the same percentage of discount, subject to the measurements of a professional surveyor which shall be provided prior to the commencement of the Works, which consideration shall cover both the purchase/sale of all the Material by the Second Party to the First Party and the execution of all the Works necessary which the Second Party shall undertake at the Site of the First Party as provided in terms of this Agreement.

2. Rights and Obligations of the First Party

2.1 The First Party hereby agrees to purchase the Material from the Second Party.

2.2 The First Party shall provide to the Second Party the Site for the carrying out of the Works on the Commencement Date.

2.3 The First Party shall appoint a person to represent him. This person shall have the authority to act for him and shall be notified to the Second Party in writing prior to the Commencement of the Works. The First Party may also appoint a firm or individual to carry out certain duties. In this event, the First Party shall notify the Second Party in

writing with the appointment and identity of the aforementioned appointee, as well as the delegated duties and authority of the said appointee.

3. Rights and Obligations of the Second Party

3.1 The Second Party accepts and agrees that he has advised the First Party of the Material required for the execution of the Works as indicated at the Site.

3.2 The Second Party hereby agrees and accepts to sell and supply the Material to the First Party.

3.3 The Second Party agrees and accepts that he shall undertake the Works at the First Party's Site and such Works shall commence by not later than the Commencement Date.

3.4 The Second Party shall carry out and execute the Works with due care and diligence, and in accordance with standards of good workmanship in the industry, and shall remedy any defects therein in accordance with the provisions of this Agreement.

3.5 The Second Party shall provide the work force required for the execution of the Works, at the Second Party's sole expense.

3.6 The Second Party shall appoint a person to represent him. This person shall have the authority to act for him and shall be notified to the First Party in writing prior to the Commencement of the Works.

3.7 The Second Party shall give prompt notice to the First Party or his authorised representative of any error, omission, fault or other defect in the Works which he discovers during the carrying out of such Works.

3.8 The Second Party shall take full responsibility for the adequacy and safety of the carrying out of such Works and the methods, taking into consideration the First Party's usage of the Site following the Completion of the Works.

Furthermore, the Second Party shall take full responsibility that his employees at the Site are fully compliant with all regulations and laws of Malta and of the European Union.

3.9 The Second party shall ensure that his employees leave the Site as clean and free from any materials or tools as possible throughout the execution of the Works.

3.10 The Second Party shall not assign this Agreement in whole or in part or sub-contract the Works under this Agreement.

3.11 The Second Party accepts that following the completion of the Works, a professional surveyor shall be engaged in order to measure the extent of the Works at the Site, at the expense of both Parties in equal proportions, and such measurements shall be accepted as final by both Parties.

4 Time for Completion and Acceptance of Works

4.1 The Second Party shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works by **30th September 2023**.

4.2 The Second Party shall notify the First Party when he considers that the Works are complete.

If the First Party is satisfied that the Works are complete in terms of this Agreement, the Second Party shall ensure that the Site is cleared and safe for handing over.

In the event that the First Party considers the Works as not fully complete, he shall notify the Second Party in writing and the Second Party shall carry out any outstanding work and ensure that the Site is cleared and safe for handing over.

4.3 In the event of a late completion of the Works in terms of this Agreement, the Second Party shall incur an immitigable daily penalty up to a maximum of 10% of the contract value, which penalty the Parties agree shall be for mere delay, without prejudice for any other rights at law available to the First Party.

Provided that, in the event that the Second Party incurs this penalty, the aggregate of the penalty until the completion shall be then set-off with the Consideration to be paid by the First Party to the Second Party in terms of this Agreement.

5 Warranties and Indemnification

5.1 The Second Party is giving to the First Party, who accepts, a commercial warranty over the Material and the Works for _____ from the Completion of the Works.

5.2 The Second Party warrants that it, and its employees, have the necessary experience and know-how in the industry to carry-out the Works in accordance with this Agreement.

5.3 The Second Party warrants that it shall indemnify and hold harmless the First Party against and from all claims, damages, losses and expenses in respect of:

- (a) bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the execution and completion of the Works and the remedying of any defects; and
- (b) damage to or loss of any property, real or personal (other than the Works) to the extent that such damage or loss arises out of or in the course of or by reason of the execution and completion of the Works and the remedying of any defects.

6 Payment of the Consideration

6.1 The Consideration agreed to by and between the Parties shall be paid as follows:

_____ of the Consideration indicated in Annex 1 shall be paid on the date of signing of this agreement.

_____ of the Consideration indicated in Annex 1 shall be paid upon the start of the Works.

_____ of the Consideration indicated in Annex 1 shall be paid within thirty (30) days from Completion of the Works

7 Termination

7.1 This Agreement may be terminated by either Party, in the event of a default of the other Party of any one or more of the conditions stipulated in this Agreement, if following the expiry of thirty (30) days from receipt by the defaulting Party of a written notification clearly indicating the default, such default has not been remedied by the defaulting Party, and this without prejudice to any rights at law of the prejudiced Party.

7.2 This Agreement may be terminated by either Party with immediate effect, by sending a written notice to the other Party to this effect solely in the event that the other Party is declared insolvent under any applicable law, or goes into liquidation, has a provisional administrator or special controller appointed, compounds with creditors or carried on business under a receiver, trustee or manager for the benefit of its creditors, or if any act is done or event occurs which has a similar effect to any one of these events or acts.

8 Premises to the Agreement and Severability Clause

8.1 The Parties agree that the premises shall form an integral part of the Contract.

8.2 Furthermore, if any of the Clauses or part thereof of this Agreement is or becomes invalid or unenforceable for any reason whatsoever, the validity of the remaining clauses or part thereof will not in any way be affected or impaired.

8.3 Wherever provision is made in the Contract for the giving or issuing of any notice, instruction, certificate or other communication by any person, such communication shall, unless otherwise specified, be in the English language, in writing and shall be communicated within any stipulated period and shall not be unreasonably delayed or withheld.

Provided that any notice contemplated in this Agreement shall be sent by and between the Parties by way of registered mail or by electronic mail requiring receipt, at the option of the sender, to the addresses indicated in the preliminaries to this Agreement.

9 Choice of Law and Jurisdiction clause

9.1 The Parties agree and accept that the provisions of this Agreement, and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with Maltese Law.

Furthermore, the Parties hereby agree that the Courts of Malta shall have exclusive jurisdiction to settle any disputes in connection herewith and accordingly submit to the jurisdiction of such Courts.

10 Authorised Signatories

10.1 The signatories to this Agreement declare that they are authorised to sign and fully bear responsibility for such signature.

First Party

Second Party