MEPA

EUROPEAN REGIONAL DEVELOPMENT FUND
MALTA 2007-2013

OFFICE OF THE DEPUTY PRIME MINISTER
MINISTRY FOR EUROPEAN AFFAIRS

PARLIAMENTARY SECRETARIAT
FOR THE EU PRESIDENCY 2017 AND EU FUNDS

Call for Quotations

For the Manufacturing and Delivery of PVC-U Apertures, at the MEPA, Floriana

(Ref: QT19/2015)

Date Published:	Friday, 4th September, 2015
Closing Date:	Wednesday, 16th September, 2015 before 10:00am

Free of Charge

Operational Programme I – Cohesion Policy 2007 – 2013
Investing in Competitiveness for Better Quality of Life
Contract financed by the European Union
European Regional Development Fund (ERDF),
Co-financing rate: 85% EU Funds; 15% National Funds

Investing in your future

Call for Quotations

1. **Scope**

MEPA is issuing this Call for Quotations to identify bidders interested in the following:

a) to manufacture, deliver to the site, all PVC-U apertures described in these specifications, drawings, and in the Bill of Quantities.

b) to supply and fix all hinges, bolts, catches, stays, weather stripping and sealing, and to provide and fix sealing bars where specified.

c) to supply and fix glass panes as specified.

This call for quotations is part of a project, co-financed by the European Regional Development Fund and the Government of Malta, in accordance with the rules of the Operational Programme I – Cohesion Policy 2007-2013 – Investing in Competitiveness for Better Quality of Life.

The project has very strict timeframes. The commencement date, duration of works, and completion deadline are non-negotiable. This might require that works are carried out outside normal office hours and weekends.

Interested bidders can include sub-contractors or form a joint venture/consortium at the time of bidding.

2. **Procedure**

This Call for Quotations is being issued in accordance with the Public Procurement Regulations 2010 (L.N. 296 of 2010).

This Call for Quotations is being issued as an OPEN procedure and will be also regulated by the Procurement General Conditions, available on the Department of Contracts website (https://secure2.gov.mt/eprocurement/conditions).

MEPA shall determine the award of this Call of Quotations on the basis of the lowest price compliant with specifications.

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

The quoted price must include all incidental and contingent expenses.

3. **Timeframe**

	Date	Time
Date of Publication of Call for Quotations	Friday, 4th September, 2015	
Site Visit	Wednesday, 9th September, 2015	10:00
Last Date on which clarifications are received by MEPA	Friday, 11th September, 2015	13:00
Last Date on which clarifications are issued by MEPA	Wednesday, 16th September, 2015	13:00
Deadline for submission of quotations	Wednesday, 23rd September, 2015	10:00

4. **Quotation Format**

Bidders are to submit their quotation using the format defined in Appendix I of this Call for Quotations. No alteration is to be made in the format defined in Appendix I or in the Schedules thereto except in filling up the blanks as directed. The bidder, however, is at liberty to add any further details that he may deem desirable, and, in the event of his doing, must print or type such details and annex the added material to the Quotation submitted by him/her. Such additional details shall not be binding unless they are approved by the Contracting Authority and incorporated in the Contract.

Bidders must include a signed copy of the Bidder's Declaration as defined in Appendix II of this Call for Quotations.

Bidders must also include a signed copy of the Statement on Conditions of Employment as defined in Appendix III of this Call for Quotations.

Bidders must also include a signed copy of the Appendix to General Conditions of Contract (Appendix IV).

If applicable, bidders must include a filled in Data on Joint Venture / Consortium Form (Appendix V).

If applicable, bidders must include a filled in Sub-Contracting Form (Appendix VI).

If applicable bidders must include a filled in Power of Attorney Form (Appendix VII).

All documents must be in the English language.

5. **Request for Clarifications**

Bidders are urged to promptly notify MEPA of any ambiguity in or discrepancy between any of the documents of this Call for Quotations which may be discovered upon examination of the documents.

Bidders may submit any written requests for clarification concerning this Call for Quotations to e-mail address tenders@mepa.org.mt, until the deadline stipulated in Section 3, specifying the publication reference and the title of this Call for Quotations. Any requests after this date will not be accepted.

Any clarifications from MEPA in response to any requests for clarification will be addressed and sent before the deadline stipulated in Section 3.

Bidders are advised that any interpretations, correction or changes to the Call for Quotations will be notified via the MEPA website (www.mepa.org.mt/info-quotes). It is the responsibility of the bidders to visit the website and be aware of the latest information published on the MEPA website prior to submitting the quotation. Interpretations, corrections or changes made in any other manner will not be valid, and prospective bidders shall not rely upon such interpretations, corrections and changes.

Site Visit

A site visit will be held on the date and time indicated in Clause 3, **MEPA, St. Francis Ravelin, MEPA Foyer, (Room B)** 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 visit, 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 5.

Visits by individual prospective bidders during the call period other than this site visit for all prospective bidders cannot be permitted.

6. Submission of Quotations

All quotations must be submitted in full, signed as requested, and sealed in an envelope/package bearing the reference code **QT19/2015** so that the bid can be identified. **A soft copy saved on CD should be submitted together with the quotation.**

Submissions must be hand-delivered and deposited before the deadline for submission of quotations stipulated in Section 3 at:

Quotation Box (MEPA Foyer)
Malta Environment and Planning Authority
St Francis Ravelin
Floriana FRN 1230
Malta

Quotations submitted by other means will not be considered for evaluation. Late quotations will be rejected and will not be considered for evaluation. No liability will be accepted for rejection of late quotations.

Any quotation which is incomplete or does not include the whole of the Works covered by the Specification and by the Conditions may not be considered.

Prices shall be quoted in Euro and shall be inclusive of duty, delivery and all other charges and taxes but excluding VAT. The quoted price must include all incidental and contingent expenses.

In submitting their quotation, bidders will be submitting their best and final offer. Bidders are deemed to have taken account of all that is required for the submission, including its correctness and completeness and that they have included all charges in their rates and prices.

Quotations having any handwritten correction to the quoted rates and/or totals will not be considered for evaluation. Quotations must comply with the requirements as stated in this Call for Quotations.

7. Validity of Quotations

Price quoted shall remain valid for a period of six months from the closing date for the submission of the quotation stipulated in Section 3.

8. Cancellation of the Call for Quotations Procedure

MEPA shall have the option to cancel any published Call for Quotations prior to its closing date stipulated in Section 3.

Bidders are advised that any cancellation to the Call for Quotations will be notified via the MEPA website (www.mepa.org.mt/info-quotes). It is the responsibility of the bidders to visit the website and be aware of the latest information published on the MEPA website prior to submitting the quotation.

The Contracting Authority will not be responsible for, nor pay for, any expense or loss which may be incurred by any bidder in preparation of his quotation.

9. Evaluation of Quotations

The entire evaluation procedure is confidential. The Evaluation Committee's decisions are collective and its deliberations are held in closed session. The members of the Evaluation Committee are bound to secrecy.

The Evaluation Committee ranks the bids based on lowest cost and the Evaluation Committee evaluates the quotation for the first ranked bidder.

In the interest of transparency and equal treatment and without being able to modify the submitted quotation, the bidder may be required, at the sole written request of MEPA to provide clarifications.

MEPA reserves the right to conduct an interview with the bidder to assess the bidder's experience and approach to the delivery of the requirements.

If the quotation submitted by the first ranked bidder complies with the requirements, the bidder will be recommended to be awarded the contract.

In the case that the quotation submitted by the first ranked bidder does not meet the requirements set out in this Call for Quotations, the submission will be deemed to have failed to qualify and the evaluation process is re-iterated with the next best-ranked bidder in accordance with the results of the process set in this Section, until there is a match to compliance or else the list is exhausted and no quotation is found to be in compliance with the requirements.

MEPA is not bound to accept any of the submitted quotations and has the right to refuse in part or in full any or all the submissions, even the most advantageous, without giving reasons to do so. The lowest priced quotation submitted by the bidders shall not necessarily be an indicator of best value for money and may be refused.

The Contracting Authority reserves the right to assign specific works to different bidders.

10. Award

This Call for Quotations shall be awarded on the basis of the lowest price offered compliant with all the requirements. Notification of award is uploaded on the MEPA website.

Upon award the winning bidder will be expected to abide by the signed Bidder's Declaration.

11. Data Protection and Freedom of Information

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 Contracting Authority without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with National and/or Community law.

The provisions of this contract are without prejudice to the obligations of the Contracting Authority in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). The Contracting 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 Contracting Authority in terms of the Act.

12. **Gender Equality**

In carrying out his/her obligations in pursuance of this contract, the bidder 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. Bidders are to ensure that these principles are manifest 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.

13. **General Conditions**

01. **General Responsibility of Contractor**
All works included in this tender shall be considered as one whole unit. The bidder who is awarded the contract shall be considered and held responsible for all the types of works, materials and construction employed as herein after described.

02. **Drawings**
The work shall be carried out in accordance with the directions and to the satisfaction of the Engineer, and/or his/her representative or project manager, in accordance with the drawings, and Schedule of Quantities, and such further drawings and directions as may from time to time be given by the Engineer. If the work shown on any such direction be, in the opinion of the Contractor, extra to that comprised in the design, he shall, before proceeding with such work, give notice to this effect to the Engineer; but if no notice is given to the Engineer before the execution of the work the Contractor shall have no claim to any extra payment in respect thereof.

03. **Documents for use by Contractor**
Any details which in the opinion of the Engineer are necessary for the execution of any part of the work, shall be provided to Contractor on request, provided that such request is made within a reasonable time before it is necessary to execute such a work in order to fulfil the Contract.

04. **Interpretation of the Drawings**
The Contractor shall provide everything necessary for the proper execution of the works according to the true intent and meaning of the drawings taken together provided that the same be reasonably inferred here from, and if the contractor finds any discrepancy in the drawings, he shall immediately refer the matter to the Engineer who shall decide which shall be followed and the Contractor shall be held responsible for any errors that may occur in the work through the neglect of this precaution. Figured dimensions are to be followed in the preference to scale dimensions, and all dimensions, and particulars are to be taken from the actual work. It must be distinctly understood that the whole design is intended to be strictly enforced and that no extra charge in respect of extra work will be allowed unless they are clearly outside the spirit of the specifications. Should the Contracting Authority finalise an agreement with the relevant authorities in connection with VAT deferral, the contractor will be advised accordingly and all certificates issued in line with the approved deferral.

05. **Quoted rates to include**
The quoted rates shall be inclusive of all works as specified, as well as any other works which are contingent or of an indispensable nature for completing the work in its entirety. The rates shall be inclusive of all materials necessary, profits, and payments of Customs Duty and Landing Charges on all imported goods, all hire of plant and machinery required and also all transport of materials to the site of works and so on, but shall not include any **ADDED TAX** that may be or become payable on any part of the works covered by this quotation/contract.

06. **Contractor to visit site**

Bidders are advised, in their own interest, to inspect the site of works, in order to ascertain for themselves the conditions of the site itself. No claims arising from lack of ascertaining the site conditions shall be entertained later.

07. **Fixed Quotation Rates**

The quoted rates shall be fixed rates and no allowance will be made for fluctuations in rates, taxes including and prices or for any increase or decrease in the cost of labour and/or materials.

08. **Furnishing of Programme and Dovetailing Trades**

Before proceeding with the execution of the work, the Contractor shall obtain the Engineer's approval of the manner in which s/he proposes to carry out each portion of the work and shall furnish such drawings, programme of works or information as the Engineer shall require.

09. **Compliance with the Law and Regulations to be observed**

The contractor shall comply with and fulfil all obligations imposed by Act 19 of the Police Laws and shall give all notices, obtain all permits, pay all fees that may be lawfully demanded by Public Offices in respect of works and comply with all requirements of the law and lawful authority.

10. **Safety Regulations**

The Contractor shall comply with all safety regulations and shall be solely responsible for the safety of his/her workmen, and the general public. S/he shall also be responsible for any damage to the Contracting Authority, or Third Party property that may be caused by him/her or his/her employees. The Contractor is to abide by a safety plan as directed by the Engineer.

11. **Contractor's Representative**

The Contractor or his/her representative shall be on the site of works during all working hours. The representative shall be empowered to receive and act on the instructions, directions or explanations as if given to the contractor in person. The representative must be competent and acceptable to the Engineer-in-Charge.

12. **Access to Works**

The Engineer or any person authorised by him/her as well as the Contracting Authority or his/her representative shall have at all times access to the works. They shall also have access to workshops or other places where work or materials are being prepared.

13. **Setting Out**

The Contractor shall set out at his/her expense, all the works during the progress of the building and shall amend at his/her own cost any errors arising for inaccurate setting out. The Contractor shall at his/her own cost provide all planking, gangways etc., necessary for affording access to every part of the works, and all assistance or attendance required by the Engineer to ascertain the particulars and obtain the measurements of the work done.

14. **Variations**

The right is reserved to increase or decrease the quantity to any amount of any work included in the contract or to omit any such work.

The Engineer may issue instructions requiring a variation, and the contractor shall not make any variation without the instruction of the Engineer. No variations should be claimed for any increase or decrease in the quantity of work exceeding or being less than those stated in the Bills of Quantities.

Variations shall be valued at the rates and prices set out in the Contract, if in the opinion of the Engineer, the same shall be applicable. If the contract does not contain any rates applicable to variations, the rates in the contract shall be used as the basis for valuations so far as may be reasonable.

If the rates set out in the contract are not applicable, variations shall be valued on the basis of rates to be agreed between the Engineer and the contractor. In the event of disagreement, the Engineer shall fix such rates as are, in his opinion, appropriate. The Engineer shall communicate such agreed or fixed rates to the contractor.

If the contractor intends to claim any additional payment for Variations s/he shall give notice of his/her intention to the Engineer not less than 14 days prior to the event giving rise to the claim.

15. **Measurement of Work**

The work shall be measured as detailed in the Schedule of Quantities and as specified by the appropriate specifications. The Engineer shall, when s/he requires any part of the works to be measured, give reasonable notice to the contractor who shall:

a. forthwith attend or send a representative to assist the Engineer in making such measurement, and
b. supply all particulars required by the Engineer.

The Engineer shall issue the Payment Certificate stating the amount due to the Contractor from the Contracting Authority.

16. **Bad workmanship**

The Engineer shall, during the progress of the works, have the power to order the removal within such reasonable time or times as may be specified in the order, of any materials which in his/her opinion are not in accordance with the specifications of his/her instructions, the substitution of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instructions. The Contractor shall forthwith carry out such order at his/her own cost. In case of default on the part of the Contractor to carry out such order, the Engineer shall have the power to employ and pay other persons to carry out such work and all expenses consequent thereon or incidental thereto shall be borne by the Contractor and shall be recoverable from him/her or maybe deducted from any moneys due or that may become due to him/her.

17. **Payment to Contractor and Performance Guarantee**

Payment shall be made as follows:

a. **___100%____** on completion of work

Final measurements of all the works carried out shall be prepared within a period of 3(three) Weeks after the works are completed.

The Contractor shall, upon contract signature, furnish the Contracting Authority with a guarantee for the full and proper performance of the contract. The amount of the guarantee shall be 10% of the amount of the contract price, including any amounts stipulated in addenda to the contract. In the case that the value of the contract does not exceed €10,000, no performance guarantee is required.

Upon the issue of the provisional acceptance certificate, the performance guarantee shall be converted to a 5% retention guarantee (i.e. half the value of the performance guarantee), which shall only be released after 24 months from completion of works.

18. **Tradesmen to make good and clear away rubbish**

The Contractor shall make good after each particular trade and provision for such works shall be made in respective rates. All rubbish shall be cleared and carted away as it is accumulated from time to time during the progress of the works and on completion.

19. **Sub-Contracting**

The Contractor is to inform, at the time of quoting, the Engineer in Charge and/or the Contracting Authority of any subcontractors s/he intends to involve in the trades required to

complete the works. The Contracting Authority reserves the right to refuse any of the above mentioned subcontractors. The Contracting Authority's acceptance of any sub-contractor will not, in any way whatsoever, relieve the Contractor from being directly responsible for any subcontracted trade.

20. **Misconduct of Workmen**
The Contractor, shall at the request of the Engineer, immediately dismiss from the works any of his/her employees who in the opinion of the Engineer is incompetent or for misbehaviour. Such persons shall not be employed again on the works without permission of the Engineer.

21. **Scaffolding and Plant**
The Contractor shall provide the whole of the necessary plant, scaffolding, tackle, cartage and labour necessary for the prompt and efficient execution of the works, and remove them at their completion. S/He shall also provide his/her own watchmen. Temporary electrical supply required is likewise to be provided by Contractor at his/her own expense.

22. **Sheds and Workshops**
The Contractor shall provide all necessary sheds and sanitary facilities for the use of workmen, and storage of materials and maintain and keep them in order to satisfaction of the Engineer and remove them after completion of works.

23. **Site Office**
The contractor may be required to provide a suitable site office complete with all services necessary, maintained at his/her own expense for the duration of the Contract. This office is to be at the disposal of the Engineer-in-Charge of works. On completion, this office should be removed at the contractor's expense.

24. 24a) **Responsibility for the works**
The Contractor will be responsible for the safety of the works (including the materials and plant) and shall bear the risk of all loss or damage to the works until the Contracting Authority takes possession of the same. The Contractor will be responsible for and must, with all possible speed, make good all loss or damage caused by accident, weather, storm or any other causes whatsoever, at his/her own expense.

24b) **Cover Up and Protection of the works**
The Contractor must cover up and protect all new work against loss or damage from any cause whatosever and must also supply protection for the whole of the works executed whether by her/himself or special tradesman or any other agents or subcontractors as well as for the Contracting Authority's existing buildings and other surrounding property adjacent to the site. The Contractor must make good for any loss or damage to any of the works or any materials or plant to be incorporated in the works as at his own expense.

25. 25a) **Hold Harmless and Indemnity**
Save in the case of the gross negligence and/or wilful misconduct of the Contracting Authority, the Contractor shall indemnify and hold the Contracting Authority, its directors, officers, agents, servants, employees and subcontractors free and harmless from and against any and all liabilities, claims, losses, damage, judgements, proceedings, damages, fines, penalties, costs and expenses (including costs and expenses incidental thereto) in respect of death of and/or bodily injury to any person whatsoever (including but not limited to any third parties and the Contractors own employees/ personnel and those of any subcontractor and loss or damage to any property whatsoever, (including but not limited to any third party property, the Contractors own plant and equipment and any property belonging to or in the care, custody or control of the Contracting Authority) howsoever occasioned and arising directly or indirectly in connection with the execution of the works and the performance of the contract.

Notwithstanding the above, save in the case of the negligence and/or wilful misconduct of the other party, each of the Contractor and the Contracting Authority shall retain responsibility for death or injury to their own employees and shall indemnify and hold the other party free and harmless from and against any and all liabilities, claims, costs, damages, demands and

proceedings, costs and expenses arising out of the death and/or bodily injury of their own employees/ personnel caused by or arising in connection with this contract.

25b) **Insurance Requirements**
In support of the responsibilities and indemnities referred under Clause 24 and 25 a) above, the Contractor shall maintain in full force and effect throughout the duration of the works (and until the entire works are completed to the satisfaction of the Contracting Authority and handed over to the Contracting Authority) and at his/her own expense, the following insurances:

(a) **Contractors All Risks Insurance Cover in the joint names of the Contracting Authority, the Contractor and any subcontractors, including:**

(i) Material Damage. All Risks section covering the works against any loss or damage by fire, lightning, explosion, storm, tempest, flood, earthquake or any object dropped therefrom, aerial objects, riots, strikes and civil commotion, as well as theft and accidental damage and any other risk of loss or damage, for (I) the full contract value at completion of the works inclusive of all materials, wages, freight, customs duties, dues and materials or items supplied by the Contracting Authority, and plus the value of all unfixed materials and goods intended for, delivered and placed on or adjacent to the works plus 15pct of total value of all such items ; and (ii) plus clearance of debris in the amount of at least twenty five thousand euro, and (iii) the replacement value of construction plant, equipment and construction machinery and shall keep such works, materials , goods , plant and machinery so insured until the works are fully executed and completed and handed over to the Contracting Authority.

(ii) Third Party Legal Liability Insurance Section for a Limit of Indemnity of not less than five hundred thousand Euro (€ 500,000) any one accident. Such Liability coverage shall include the Contracting Authority, its directors, officers, agents, servants, employees and subcontractors as additional assured, together with a cross liability clause and waiver of subrogation in favour of the Contracting Authority.

(iii) Such Contractors All Risks Policy shall be subject to an excess of no higher than € 1000 each and every loss (or other amount that is in line with standard market deductibles, and that is to the reasonable satisfaction of the Contracting Authority) and is to include all the customary market extensions to the reasonable satisfaction of the Contracting Authority, including but not limited to :

1. Principals surrounding property extension
2. Riots, Strikes, civil commotion;
3. Cover for extra charges for Express Freight and Airfreight;
4. Cover for Insured Contract Works taken over or put into service;
5. Cover for vibration, removal or weakening of support;
6. Suspension of works
7. Extended Maintenance visits
8. Third Party Liability during maintenance period

(b) **Motor Third Party Liability Insurance Coverage on any vehicles used by the Contractor and/or his agents or subcontractors in connection with the works/ contract.** Such Motor Liability Insurance Coverage shall include:
(i) Limit of Liability for death/ bodily injury of at least € 500,000
(ii) Limit of Liability for property damage of at least € 200,000
(iii) Under the material damage section, a waiver of subrogation in favour of the Contracting Authority, its directors, officers, agents and employees;

(iv) Under the Liability section – Inclusion of the Contracting Authority, its directors, officers, agents, employees and subcontractors as additional assured together with cross liability clause.

(c) **General Third Party / Public Liability Insurance Coverage** for a Limit of Liability that is adequate with regard to the work to be performed and to the reasonable satisfaction of the Contracting Authority, but in any case for not less than € 500,000 any one occurrence;

(d) **Tool of Trade Liability Policy** covering Contractors legal liability to third parties arising out of the use of diggers, cranes and any other mechanically propelled vehicles to be used as a tool during the works for a Sum Insured that is adequate with regard to the work to be performed and to the reasonable satisfaction of the Contracting Authority.

(e) Waiver of subrogation in favour of the Contracting Authority, its directors, officers, agents, servants, employees and subcontractors under the Contractors Property Insurance Policies on the Contractors plant, equipment and property.

(f) In evidence of the above insurances, the Contractor shall, at least 15 days prior to the commencement of the works, provide the Contracting Authority with copies of the relevant Cover Notes/ Policies/ Certificates/ Schedules and of insurance and relevant endorsements as necessary to the reasonable satisfaction of the Contracting Authority.

26. **Completion Period**

The works shall be completed within a period of **6 WEEKS** and not later than 23rd November 2015.

Before proceeding to execute any work, the Contractor shall obtain the Engineer's approval of the manner in which the Contractor proposed to execute each portion of the work and shall furnish such drawings, programme of works or information as the Engineer shall require.

The Contractor shall take all risks of accident or damage to the works, from whatever cause arising and shall be responsible for the sufficiency of all means used by him/her for the fulfilment of the contract and shall not be relieved from such responsibilities by any approval other than a written approval which may have been given by the Engineer.

27. **Expenditure of Works**

Possession of the site will be given to the contractor immediately after the receipt of the Letter of Acceptance or on the order to start work as the case may be. The work must be carried out with due diligence and expedition and whole work must be completed within the period mentioned in the contract.

28. **Limit of Site of Work**

The Contractor shall limit his/her work and storage of materials as required for the purpose. Under no circumstances shall works being carried out by him/her or storage of materials be allowed to interfere with other works being carried out by Contracting Authority in the vicinity.

29. **Materials and Workmanship**

a. All materials required for the completion of the works specified shall be provided by the contractor unless stated otherwise on the Drawings and/or the Contract Documents.

b. The work is to be carried out in the best customary practice, in accordance with the relevant standards, and the Engineer-in-Charge is to be satisfied that the quality of the materials conforms to that specified herein.

30. **Samples to be Submitted**
The Contracting Authority reserves the right to request samples of all materials to be used to complete the works to perform any relevant tests. The cost of all such samples shall be borne by the bidder.

31. **Cost of Tests**
All costs of tests (if any) shall be borne by the Contractor.

32. **Power of Engineer**
The Engineer-in-Charge shall have the power, during the course of the work, to order the Contractor to remove from the site any materials which are considered to be of an inferior quality. S/He shall also have the power to order the removal and proper re-execution of any work executed with the rejected materials in a manner contrary to the spirit of the Specifications. Such orders shall be carried out by the Contractor at his/her own expense. In case of default on the part of the Contractor to carry out such orders, the Contracting Authority shall have the power to employ and pay other persons to carry out same at Contractor's expense; such expenses shall be deducted from any moneys that may be due to the Contractor.

33. **Maintenance & Repair Works**
The manufacturer shall give maintenance schedule & maintenance manual as part of the installation manual.

34. **Temporary Works**
The Contractor is to provide any temporary roads for his/her own convenience and for the proper performance of the contract and any temporary horizontal/vertical rain water PVC pipes for draining rainwater away from the building.

35. **Method of Quoting**
The quoted prices shall be the rate per complete item and the quotation shall be the sum total of the items in the Bill of Quantities. The rates quoted shall be considered as covering all the works as specified as well as any other works which are contingent or of an indispensable nature for completing the works in their entirety.

36. **Measurements**
The Contractor must allow for the removal of all surplus materials and rubbish from the site and leave the site perfectly clean and tidy before handing over.

37. **Payment for Permanent Works only**
No advances will be made for the materials purchased and available on site for form works, constructional plant, and temporary work. Payments will only be effected in respect of actual permanent work completed.

38. **Programme of Works**
The bidder shall be required to submit a detailed programme of works showing how, week by week s/he proposed to proceed from the time of the award of this contract up to the completion date as herein described.

39. **General**
    a. All works included in this tender shall be considered as a whole unit. The bidder who is awarded the contract shall be considered and held fully responsible for all the types of works, materials and construction employed as herein described.

    b. Wherever possible, the bidder is to submit with his/her tender all possible information such as descriptive literature, illustrations, pamphlets and any other documents, the name of the manufacturers etc., regarding the materials which are to be used in the construction of structures.

c. All materials and methods of construction shall be in form and nature as specified herein or indicated in the drawings and no variations whatsoever will be permitted unless it has been previously agreed to in writing with the Engineer-in-Charge.

d. All imported materials (except where otherwise stated) shall conform to the prevailing British Standard Specifications.

40. **Penalty**

In the event that the Contractor fails to complete the work within the period stipulated in the quotation the Contractor shall pay liquidated damages to the Contracting Authority equivalent to **5% of the contract's price** per day's delay including Sundays & Public Holidays up to a maximum, of 25% of the total contract price, which damages shall be for mere delay and shall not be subject to abatement by the Courts. The Contracting Authority shall have the right to deduct this sum from the retained payments, and/or claim it under the performance bond/guarantee quoted above, and/or claim the amount directly from the Contractor.

41. **Bidders at Own Risk**

Bidders shall submit their quotation entirely at own risk and will be solely responsible for expenses and losses incurred by them in the preparation of their quotation.

42. **Extension of time for Completion of Contract**

Should the amount of extra or additional work of any kind or other special circumstances of any kind whatsoever which may occur, be such as fairly entitle the Contractor to an extension of time for the completion of the works, the Engineer shall determine the duration of such extension, subject to the approval of the Contracting Authority. Such approval shall not be unreasonably withheld.

43. **Statement of Works Carried out**

The contractor shall submit to the Engineer after the end of each month a statement similar in format and detail to the Bill of Quantities submitted by him/her when quoting and subsequently entered in the contract documents, showing the value of the permanent works executed by him/her up to the end of the month. Provided s/he agrees with the statement, the Engineer will issue the relative payment certificate.

44. **Defects after Completion**

The Contractor shall replace at his/her expense any work which is proved to be defective even after completion. For this purpose a retention guarantee amounting to 5% of the contract value will be retained for **24 months** after completion and released only if defective work, if any, had been made good to the satisfaction of the Engineer and the Contracting Authority.

45. **Protection of Third Parties**

The contractor shall be held solely responsible to ensure that adequate protection is provided to cars and pedestrians during the progress of works.

46. **Commencement, Progress and Substantial Completion.**

1. The Bidder is to submit a detailed Programme of Works to be agreed and approved by the Contracting Authority.
2. Whenever required by the Engineer, the Contractor shall provide in writing for the approval of the Engineer a general description of the arrangements and methods which the contractor proposes to adopt for the execution of the works.
3. On the first working day of every calendar month, the contractor shall submit to the Engineer a progress report in detail of activities.
4. If at any time it should appear to the Engineer that the actual rate of progress of the works is less than that required by the Programme, the contractor shall, upon written request of the Engineer, modify the Programme as necessary to make possible the completion of the works or of a section within the relative Time for Completion.
5. The modification of the Programme under clause 46.4 shall not constitute a Variation in the quoted rates as per Quotation, and the contractor shall not be entitled to additional payment for effecting such modifications to ensure that the sequences and rates of progress of the execution of the works conform with the works of the modified programme.

47. **The Programme of Works:**

1 The programme referred to in clause 38 shall consist of a Bar Chart and shall show all the activities or such other activities as may be agreed from time to time between the Engineer and the Contractor. For each such activity the bar chart shall show the following information:

A) The activity name
B) The planned start date
C) The estimated duration in weeks
D) The planned finish date
E) The activity bar on a time scale measured in number of weeks from date of commencement.

48. Dayworks

The Engineer may, if in his/her opinion it is necessary or desirable, and subject to the written consent of the Contracting Authority, issue an instruction that any variation shall be executed on a daywork basis. The contractor shall then be paid for such variation at the rates quoted in the Bills of Quantities.

The contractor shall furnish the Engineer such receipts or other vouchers as may be necessary to substantiate the amounts paid for materials used on variations valued on a daywork basis and, before ordering materials, shall submit to the Engineer quotations for the same for the Engineer's approval.

In respect of variations executed on a daywork basis, the contractor shall, during the continuance of such work, deliver each working day to the Engineer an accurate list of the names, occupation and time of all workmen employed on such work and a statement showing the description and quantity of all materials and equipment used thereon or thereof.

49. Termination

49.1 Termination by the Contracting Authority

Without prejudice to any other rights or remedies which the Contracting Authority may possess, if the contractor shall make default in any one or more of the following respects, namely:

a) If without reasonable cause s/he wholly suspends the carrying of the work before completion thereof,
b) If s/he fails to proceed timeously with the programme of works as described in clauses 38 & 47,
c) If the contractor fails to comply with the Occupational Health and Safety requirements

then the Engineer may give him/her a written notice specifying the default. If the Contractor either shall continue such default for 7 days after receipt of such notice or shall at any time thereafter repeat such default, then the Contracting Authority may within 7 days after such continuance or repetition by written notice forthwith terminate the employment of the contractor under this contract.

In the event of the contractor becoming bankrupt, or having a winding up order made, or a liquidator duly appointed, or if any act is done or event occurs with respect to the contractor or his/her assets which has a substantially similar effect of any of the foregoing, then the employment of the contractor under this contract shall be forthwith automatically terminated.

49.2 Termination by the Contractor

Without prejudice to any other rights and remedies which the Contractor may possess, if

a) The Contracting Authority does not pay the amount properly due to the Contractor or any certificate within 60 days from the date of issue of that certificate and continues such default for 7 days after receipt of a written notice by the contractor stating that notice of termination will be served if payment is not made within 7 days from receipt thereof, or

b) The Contracting Authority interferes with or obstructs the issue of any certificate due under this contract, or
c) The Contracting Authority becomes bankrupt, or has a winding up order made, or a liquidator duly appointed, or if any act is done or event occurs with respect to the Contracting Authority or his/her assets which has a substantially similar effect of any of the foregoing,

Then the contractor may thereupon by written notice to the Contracting Authority, forthwith terminate the employment of the contractor under this contract.

50. Arbitration

In the event of any dispute or difference arising between the parties in connection with this Agreement particularly regarding the matters contemplated in clause 41, hereof (in which event pending the outcome of arbitration proceedings the money is to remain deposited with the lawyers of the Contracting Authority), either during or after the term of this Agreement, the parties shall, within two days of a written request from either party to the other, meet in an effort to resolve the dispute or difference between them.

If the dispute or difference is not resolved as a result of the meeting, the matter in dispute or in difference shall be submitted to arbitration as provided in and pursuant to Title XVI of the Maltese Code of Organisation and Civil Procedure (Chapter 12 of the Laws of Malta).

Arbitration proceedings shall be commenced as soon as one party's intention to refer the dispute to arbitration (Notice of Intent to Arbitrate).

The Arbitration tribunal shall be composed of three arbitrators, one to be chosen by each party and the third to be agreed by the arbitrators, appointed by the parties. The names of the arbitrators shall be submitted within two days from the notice of Intent to Arbitrate. Should any one party fail to submit the name of any person who is to act as arbitrator within the time period above mentioned, or should the arbitrators appointed by the parties fail to reach agreement on the third arbitrator within seven (7) days from the Notice of Intent to Arbitrate, such person shall be nominated by the President of Chamber of Advocates by simple request by either of the Parties.

The deed or writing of submission to arbitration shall be drawn up by the Parties pursuant to articles 968 to 987 of Chapter 12 of the Laws of Malta within five days from the sending of a notice of Intent to Arbitrate. The obligation to submit to arbitration shall lapse should the aforementioned deed or writing not be drawn up within the said time period.

Such arbitration shall be binding and not subject to appeal. Pursuant to article 982 of Chapter 12 of the Laws of Malta, the arbitrators shall adjudge the matter as friendly mediators. The parties shall share equally the costs and fees of the arbitrators.

Where the parties fail to agree to refer to the matter in arbitration in accordance with the above provisions, nothing in the foregoing provisions shall prevent either party from filing legal proceedings against the other for settlement of the dispute of difference.

51. Certificates and Payments

Payment Certificates and Valuations

The Engineer shall issue a Payment Certificate stating the amount due to the contractor from the Contracting Authority. The contractor shall be entitled to payment within 60 days from the date of issue of such certificate.

All works are to be measured after completion of the works. Any defects/snags shall be listed by the Engineer and these should be remedied within 15 days from the report's date.

52. Provision of Temporary Services

All contractors and / or sub- contractors are to provide their respective electrical supply and power metres necessary for the execution of the works. All electrical power on the site of works is to be certified by a qualified Engineer of the contractor. The Contracting Authority reserves the right to review the certificate from time to time and this is to be done at the contractor's expense. The Contracting Authority also reserves the right to certify the electrical power by his engineer from time to time.

All contractors and / or sub- contractors are to provide their respective electrical supply and power metres necessary for the execution of the works. All electrical power on the site of works is to be certified by a qualified Engineer of the contractor. The Contracting Authority reserves the right to review the certificate from time to time and this is to be done at the contractor's expense. The Contracting Authority also reserves the right to certify the electrical power by his/her engineer from time to time.

All contractors and / or sub- contractors are to provide their respective water supply and metres necessary for the execution of the works.

All telephone lines and sets are to be provided by the contractor.

All temporary services are to be paid by the contractor.

53. Inspection at Contractor's work-shop/yard

The client or his/her representative/s is free to make random spot checks at the contractor's yard and/or workshop to ascertain that the materials and workmanship used in connection with the project is in accordance with the specifications.

54. **Joint Venture/Consortium**

Quotations 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 quotation 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.

In the case of a joint venture, the joint venture as a whole must satisfy the minimum qualifications.

55. **Multiple Quotations**

A bidder may submit multiple quotation offers

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

A company may not quote 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 bidder, or joint venture/consortium.

A company may act as a sub-contractor for any number of bidders, 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.

14. **Technical Specifications**

This Call for Quotations seeks to identify bidders interested in the following:

a) to manufacture, deliver to the site, all PVC-U apertures described in these specifications, drawings, and in the Bill of Quantities.

b) to supply and fix all hinges, bolts, catches, stays, weather stripping and sealing, and to provide and fix sealing bars where specified.

c) to supply and fix glass panes as specified.

Minimum Requirements	
Manufacturing and delivery of PVC-U Apertures at MEPA Floriana	
Allied Documents	The price offered for the execution and completion of the works and the remedying of any defects are in accordance with below Minimum Requirements and the General Conditions of Contract
Sub-contracting/Joint Venture	**Interested bidders can include sub-contractors or form a joint venture/consortium at the time of bidding.**
General	a) The contractor shall furnish all labour, materials, tools and equipment required to complete the work.
	b) All apertures shall be manufactured in accordance with the attached Window Schedule Drawings. The exact measurement must be taken by the contractor himself on site and he will be responsible for the exact dimensions.
	c) Guarantee – 2 years on parts and labour
Materials	
PVC-U Frame	Colour: White
	Samples are to be provided for the approval of the Architect-in-Charge.
	The apertures to be supplied and installed shall be made from PVC-U with the following specifications: I. Minimum Construction Depth: 86mm II. Thermal Insulation: Uf = 0.85 W/m2 K (EN12412-2) III. Sound Insulation: Up to 42dB (EN ISO140-1) IV. Air Tightness: Class 4 (EN12207) V. Water Tightness: Class 9 A / E 750 (EN12208) VI. Guarantee: 10 Years

Minimum Requirements	
Locking Mechanism	Unless specified otherwise, apertures will be dual action enclosed tilt and turn open in right or left high security window locking mechanism. The Bi-directional gearbox endurance to be tested to 50,000 cycles of operation without demonstrating any significant deterioration and deformation that would inhibit its function.
	The mechanism should be integrated with a magnetic switch on the turn open action. The switch should take a minimum current of 0.2amps. 3VA (12Vac/dc) protection IP68 as EN60529
	Meets the requirements of the stringent salt spray test for up to 1,500 hours
Frame Joint Sealing Materials	Materials shall be of a type suitable to form a seal against air and water penetration and to withstand stresses during assembly, transportation, installation and operation of the apertures. Their suitability shall be assessed by carrying out the performance tests as specified in 'Quality Assurance' below.
Weather-Stripping	Weather-stripping shall be cured ethylene propylene diene monomer (EPDM).
Fixings	All straps, clips, brackets, lugs, bolts, rivets, metal washers and shims, screws and other fixings shall be manufactured from stainless steel grade A2, A4 or F1 complying with **EN ISO 3506-2:1998.**
	The composition of grade A2 corresponds approximately to BS 1449. Part 2 austenitic steel 304S15, while grade A4 corresponds to austenitic steel 306S31 and grade F1 corresponds to ferritic steel 430S17.
	Fixing devices should be capable of withstanding the design wind load and any operating forces of the apertures, and provision should be made against water penetrating any holes provided for the fixings.
Glass	All glass is to be free from defects. All glass is to be cleaned inside and outside on completion and any cracked or broken glass replaced.

Minimum Requirements	
	Minimum specifications for double glazing to be as follows: Glass Panel 1 I. 6mm Float Glass Extra Clear with solar energy control Spacer 16mm 90% Argon minimum Glass Panel 2 I. Laminated Glass: • 3mm Float Glass Extra Clear • Interlayer polyvinyl butyral (PVB) film minimum Thickness 0.38mm • 3mm Float Glass Extra Clear
	General Spec I. Visible light/Solar Energy determined according (EN 410 - 2011): a. Light Transmittance [%] **τ**v = 65 - 75 b. General colour rendering index [%] Ra = 99 - 95 II. Thermal properties (EN 673 - 2011): a. U-value [W/(m2K)] Slope α = 90° Ug = 1.1 – 1.0 III. Solar energy determined according (EN 410 - 2011): a. Solar factor [%] g 45 - 50 b. UV transmittance [%] **τ**uv = <1 IV. Glass Guarantee of 10 Years (Condensation between Glass)
Execution	**Building Dimensions** The exact measurement must be taken by the tenderer himself on site and he will be responsible for the exact dimensions.

Minimum Requirements	
	Glazing Re-glazing shall be possible without the need to remove the outer frame from the structure of the building.
	Hardware i. Hardware shall be replaceable without removing the outer frame from the structure. It shall be positioned in relation to the perimeter of the window to allow sufficient clearance between it and the plans of the adjacent components or finishes for its normal operation. ii. Hinges, stays and pivots: Friction hinges, variable geometry, stays and friction pivots should maintain friction without adjustment or, when adjustment devices are provided with adjustment. iii. All fittings are to be of the same colour as the frame and are to be inclusive in the price.
	Weather-Stripping and Glazing Gaskets i. It shall be possible to renew the weather-stripping without removing the outer frame from the structure. ii. Care should be taken in the cutting to length and the application of weather-stripping and glazing gaskets to minimise the probability of gaps occurring at corners due to shrinkage of the material.
	The Finished Apertures i. The finished apertures shall be free from sharp edges, burrs and the like that might be hazard to the user. ii. Each contractor must submit the following in relation to the apertures to be supplied and fixed with his quotation: - All descriptive literature and suppliers specifications of materials inclusive of hardware and accessories. - A detailed design indicating the method of fixing and of operation. - Samples of hardware, assembled sections and any other relevant accessories. - Colour chart indicating the colour of the manufacturer's product for approval by the architect-in-charge.

Minimum Requirements	
Quality Assurance	**Work Sizes** The manufacturer shall state the sizes for the overall length and height.
	Manufacturing Tolerances The sizes of an assembled frame shall be within permissible deviation of 1.5mm from the work sizes and the maximum difference between the diagonals of the assembled frame shall be 4mm.
	Inspection Facilities are to be given to the Architect to inspect all works in progress in shops and on Site.
	Protection Completed components are to be stored on site and during transit in appropriate conditions to avoid damage. When required for fixing any warped or damaged members shall be replaced.
Security	Hardware shall be designed so that the aperture cannot be opened from the outside by the insertion of a thin blade or other simple tool.
	It shall not be possible for any opening to become accidentally dislodged from the other frame.
Technical Specifications	**Information to be submitted by the bidder:** • Where the listed criteria for a product are included in a relevant harmonised European standard, under the Construction Products Directive (89/10/EEC), for CE marking, the supplier must provide the information accompanying the required CE marking to demonstrate compliance with the listed criteria. Where the listed criteria for a product are not included in the accompanying information to CE marking under the Construction Products Directive (89/10/EEC), products holding a relevant Type 1 Ecolabel fulfilling the listed criteria will be deemed to comply. Other appropriate means of proof or a signed declaration will also be accepted. • Plastic components weighing more than 50g should be marked according to ISO 11469 or equivalent. • Products holding a relevant Type 1 Ecolabel fulfilling the listed criteria will be deemed to comply. Other appropriate means of proof will also be accepted.

Minimum Requirements	
Delivery of windows	The windows shall be delivered in 4 batches from the 3rd week to 6th week of the signing of the contract. The deliveries will be made according to the agreed quantities & delivery dates.
Maintenance	The manufacturer shall give maintenance schedule & maintenance manual as part of the installation manual.
Documents to be attached	Programme of Works: The bidder shall be required to submit a detailed programme of works showing how, week by week s/he proposed to proceed from the time of the award of this contract up to the completion date as herein described
	Bidders are to submit their quotation using the format defined in Appendix I of this Call for Quotations.
	Signed copy of the Bidder's Declaration as defined in Appendix II of this Call for Quotations.
	Bidders must also include a signed copy of the Statement on Conditions of Employment as defined in Appendix III of this Call for Quotations.
	Bidders must also include a signed copy of the Appendix to General Conditions of Contract (Appendix IV).
	If applicable bidders must include a filled in Data on Joint Venture / Consortium Form (Appendix V)
	If applicable bidders must include a filled in Sub-Contracting Form (Appendix VI)
	If applicable bidders must include a filled in Power of Attorney Form (Appendix VII)

15. **Payment Terms**

The payments will be made in accordance with the following schedule:

Narrative	**Percentage (%)**
Payment following certification by the Engineer on Completion of works	100%

This is a unit price contract.

Appendix I:

A — Mandatory Requirements		
Mandatory (Minimum) Requirements		**Compliant Yes/No/Comments**
Manufacturing and delivery of PVC-U Apertures at MEPA Floriana		
Allied Documents	The price offered for the execution and completion of the works and the remedying of any defects are in accordance with below Minimum Requirements and the General Conditions of Contract	
Sub-contracting/Joint Venture	**Interested bidders can include sub-contractors or form a joint venture/consortium at the time of bidding.**	
General	a) The contractor shall furnish all labour, materials, tools and equipment required to complete the work.	
	b) All apertures shall be manufactured in accordance with the attached Window Schedule Drawings. The exact measurement must be taken by the contractor himself on site and he will be responsible for the exact dimensions.	
	c) Guarantee – 2 years on parts and labour	
Materials		
PVC-U Frame	Colour: White	
	Samples are to be provided for the approval of the Architect-in-Charge.	
	The apertures to be supplied and installed shall be made from PVC-U with the following specifications: I. Minimum Construction Depth: 86mm II. Thermal Insulation: Uf = 0.85 W/m2 K (EN12412-2) III. Sound Insulation: Up to 42dB (EN ISO140-1) IV. Air Tightness: Class 4 (EN12207) V. Water Tightness: Class 9 A / E 750 (EN12208) VI. Guarantee: 10 Years	

Mandatory (Minimum) Requirements		Compliant Yes/No/Comments
Locking Mechanism	Unless specified otherwise, apertures will be dual action enclosed tilt and turn open in right or left high security window locking mechanism. The Bi-directional gearbox endurance to be tested to 50,000 cycles of operation without demonstrating any significant deterioration and deformation that would inhibit its function.	
	The mechanism should be integrated with a magnetic switch on the turn open action. The switch should take a minimum current of 0.2amps. 3VA (12Vac/dc) protection IP68 as EN60529	
	Meets the requirements of the stringent salt spray test for up to 1,500 hours	
Frame Joint Sealing Materials	Materials shall be of a type suitable to form a seal against air and water penetration and to withstand stresses during assembly, transportation, installation and operation of the apertures. Their suitability shall be assessed by carrying out the performance tests as specified in 'Quality Assurance' below.	
Weather-Stripping	Weather-stripping shall be cured ethylene propylene diene monomer (EPDM).	
Fixings	All straps, clips, brackets, lugs, bolts, rivets, metal washers and shims, screws and other fixings shall be manufactured from stainless steel grade A2, A4 or F1 complying with **EN ISO 3506-2:1998.**	
	The composition of grade A2 corresponds approximately to BS 1449. Part 2 austenitic steel 304S15, while grade A4 corresponds to austenitic steel 306S31 and grade F1 corresponds to ferritic steel 430S17.	
	Fixing devices should be capable of withstanding the design wind load and any operating forces of the apertures, and provision should be made against water penetrating any holes provided for the fixings.	
Glass	All glass is to be free from defects. All glass is to be cleaned inside and outside on completion and any cracked or broken glass replaced.	

Mandatory (Minimum) Requirements		Compliant Yes/No/Comments
	Minimum specifications for double glazing to be as follows: <u>Glass Panel 1</u> I. 6mm Float Glass Extra Clear with solar energy control <u>Spacer 16mm 90% Argon minimum</u> <u>Glass Panel 2</u> I. Laminated Glass: • 3mm Float Glass Extra Clear • Interlayer polyvinyl butyral (PVB) film minimum Thickness 0.38mm • 3mm Float Glass Extra Clear	
	General Spec I. Visible light/Solar Energy determined according (EN 410 - 2011): a. Light Transmittance [%] **τ**v = 65 - 75 b. General colour rendering index [%] Ra = 99 - 95 II. Thermal properties (EN 673 - 2011): a. U-value [W/(m2K)] Slope α = 90° Ug = 1.1 – 1.0 III. Solar energy determined according (EN 410 - 2011): a. Solar factor [%] g 45 - 50 b. UV transmittance [%] **τ**uv = <1 IV. Glass Guarantee of 10 Years (Condensation between Glass)	
Execution	**Building Dimensions** The exact measurement must be taken by the tenderer himself on site and he will be responsible for the exact dimensions.	

Mandatory (Minimum) Requirements		Compliant Yes/No/Comments
	Glazing Re-glazing shall be possible without the need to remove the outer frame from the structure of the building.	
	Hardware i. Hardware shall be replaceable without removing the outer frame from the structure. It shall be positioned in relation to the perimeter of the window to allow sufficient clearance between it and the plans of the adjacent components or finishes for its normal operation. ii. Hinges, stays and pivots: Friction hinges, variable geometry, stays and friction pivots should maintain friction without adjustment or, when adjustment devices are provided with adjustment. iii. All fittings are to be of the same colour as the frame and are to be inclusive in the price.	
	Weather-Stripping and Glazing Gaskets i. It shall be possible to renew the weather-stripping without removing the outer frame from the structure. ii. Care should be taken in the cutting to length and the application of weather-stripping and glazing gaskets to minimise the probability of gaps occurring at corners due to shrinkage of the material.	
	The Finished Apertures i. The finished apertures shall be free from sharp edges, burrs and the like that might be hazard to the user. ii. Each contractor must submit the following in relation to the apertures to be supplied and fixed with his quotation: - All descriptive literature and suppliers specifications of materials inclusive of hardware and accessories. - A detailed design indicating the method of fixing and of operation. - Samples of hardware, assembled sections and any other relevant accessories. - Colour chart indicating the colour of the manufacturer's product for approval by the architect-in-charge.	

Mandatory (Minimum) Requirements		Compliant Yes/No/Comments
Quality Assurance	**Work Sizes** The manufacturer shall state the sizes for the overall length and height.	
	Manufacturing Tolerances The sizes of an assembled frame shall be within permissible deviation of 1.5mm from the work sizes and the maximum difference between the diagonals of the assembled frame shall be 4mm.	
	Inspection Facilities are to be given to the Architect to inspect all works in progress in shops and on Site.	
	Protection Completed components are to be stored on site and during transit in appropriate conditions to avoid damage. When required for fixing any warped or damaged members shall be replaced.	
Security	Hardware shall be designed so that the aperture cannot be opened from the outside by the insertion of a thin blade or other simple tool.	
	It shall not be possible for any opening to become accidentally dislodged from the other frame.	
Technical Specifications	**Information to be submitted by the bidder:** • Where the listed criteria for a product are included in a relevant harmonised European standard, under the Construction Products Directive (89/10/EEC), for CE marking, the supplier must provide the information accompanying the required CE marking to demonstrate compliance with the listed criteria. Where the listed criteria for a product are not included in the accompanying information to CE marking under the Construction Products Directive (89/10/EEC), products holding a relevant Type 1 Ecolabel fulfilling the listed criteria will be deemed to comply. Other appropriate means of proof or a signed declaration will also be accepted. • Plastic components weighing more than 50g should be marked according to ISO 11469 or equivalent. • Products holding a relevant Type 1 Ecolabel fulfilling the listed criteria will be deemed to comply. Other appropriate means of proof will also be accepted.	

Mandatory (Minimum) Requirements		Compliant Yes/No/Comments
Delivery of windows	The windows shall be delivered in 4 batches from the 3rd week to 6th week of the signing of the contract. The deliveries will be made according to the agreed quantities & delivery dates.	
Maintenance	The manufacturer shall give maintenance schedule & maintenance manual as part of the installation manual.	
Documents to be attached	Programme of Works: The bidder shall be required to submit a detailed programme of works showing how, week by week s/he proposed to proceed from the time of the award of this contract up to the completion date as herein described	
	Bidders are to submit their quotation using the format defined in Appendix I of this Call for Quotations.	
	Signed copy of the Bidder's Declaration as defined in Appendix II of this Call for Quotations.	
	Bidders must also include a signed copy of the Statement on Conditions of Employment as defined in Appendix III of this Call for Quotations.	
	Bidders must also include a signed copy of the Appendix to General Conditions of Contract (Appendix IV).	
	If applicable bidders must include a filled in Data on Joint Venture / Consortium Form (Appendix V)	
	If applicable bidders must include a filled in Sub-Contracting Form (Appendix VI)	
	If applicable bidders must include a filled in Power of Attorney Form (Appendix VII)	

B — Financial Bid

Item No	Description	Quantity	Unit	Rate per Unit including Duties, other taxes/charges (Delivered Duty Paid-DDP) and Discounts **but excluding VAT** Amount in €	Grand Total including Duties, other taxes/charges (Delivered Duty Paid-DDP) and Discounts **but excluding VAT** Amount in €
1.00	**MAIN & LINK BLOCKS**				
1.01	**Manufacture & supply of apertures as follows:** *STANDARDISED APERTURES (Tilt & Turn)*				
	Type A1 1000mmH x 800mmW	2	Aperture		
	Type B1 1300mmH x 800mmW	5	Aperture		
	Type D1 1900mmH x 800mmW	2	Aperture		
	Type E1 2200mmH x 800mmW	4	Aperture		
	Type B2 1300mmH x 1200mmW	4	Aperture		
	Type C2 1600mmH x 1200mmW	4	Aperture		
	Type D2 1900mmH x 1200mmW	75	Aperture		
	Type E2 2200mmH x 1200mmW	33	Aperture		
	Type F2 2500mmH x 1200mmW	21	Aperture		
	Type A3 1000mmH x 1800mmW	3	Aperture		
	Type B3 1300mmH x 1800mm	1	Aperture		
	Type E3 2200mmH x 1800mmW	1	Aperture		
	MISCELLANEOUS APERTURES				
	Misc 1.1 2600mmH x 28000mmW	1	Aperture		
	Misc 1.2 1800mmH x 2800mmW	1	Aperture		
	Misc 2.6 2500mmH x 1200mmW	2	Aperture		
	Misc 2.8 2500mmH x 1000mmW	8	Aperture		
1.02	Supply and delivery of magnetic switch as per specs to each aperture.	167	Aperture		

Item No	Description	Quantity	Unit	Rate per Unit including Duties, other taxes/charges (Delivered Duty Paid-DDP) and Discounts but excluding VAT Amount in €	Grand Total including Duties, other taxes/charges (Delivered Duty Paid-DDP) and Discounts but excluding VAT Amount in €
2.00	**ENVIRONMENTAL INSPECTORATE BLOCK**				
2.01	**Manufacture & supply of apertures as follows:** *STANDARDISED APERTURES (Tilt & Turn)*				
	Type A1 1000mmH x 800mmW	2	Aperture		
	Type B1 1300mmH x 800mmW	1	Aperture		
	Type D1 1300mmH x 800mmW	7	Aperture		
	Type E1 2200mmH x 800mmW	6	Aperture		
	Type A2 1000mmH x 1200mmW	1	Aperture		
	Type D2 1900mmH x 1200mmW	15	Aperture		
	Type E2 1900mmH x 1200mmW	5	Aperture		
2.02	Supply and delivery of magnetic switch as per specs to each aperture.	37			
3.00	**CHAIRMAN'S BLOCK**				
3.01	Manufacture **& supply of** apertures as follows: *STANDARDISED APERTURES (Tilt & Turn)*				
	Type C1 1600mmH x 1200mmW	2	Aperture		
	Type C2 1600mmH x 1200mmW	2	Aperture		
	Type D2 1900mmH x 1200mmW	31	Aperture		
	Type E2 2200mmH x 1200mmW	5	Aperture		
	Type F2 2500mmH x 1200mmW	3	Aperture		
	Type D3 1900mmH x 1800mmW	2	Aperture		
3.03	Supply and delivery of magnetic switch as per specs to each aperture.	45	Aperture		

Item No	Description	Quantity	Unit	Rate per Unit including Duties, other taxes/charges (Delivered Duty Paid-DDP) and Discounts but excluding VAT Amount in €	Grand Total including Duties, other taxes/charges (Delivered Duty Paid-DDP) and Discounts but excluding VAT Amount in €
4.0	Warranty PVC-U Frame - 10 years Glass – 10 years Fixings – 2 years	LS			
Grand Total including Duties, other taxes/charges (Delivered Duty Paid-DDP) and Discounts **but excluding VAT**					
Signature of the Bidder:				**Stamp of the firm/company:**	

N.B. - Three decimal points do not exist as currency; therefore such offers cannot be accepted. Offers are to be submitted up to two decimal points.

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

The price is to be inclusive of all materials, labour, etc., required to complete the works.

C — Details of the Bidder

Full name of the bidder in Block Letters (individual or organisation):	
Address:	
Phone Number:	**Fax Number:**
Organisation Registration Number or ID Number:	**VAT Registration Number:**
E-mail Address:	

Appendix II: Bidder's Declaration

(To be completed and signed by the bidder and submitted with the quotation.)

I/We, the undersigned, hereby declare that:

1. I/We have examined and accept in full and in its entirety, the content of this Call for Quotations QT19/2015 of September 2015 (including subsequent clarifications issued by MEPA). 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 quotation offer not being considered any further.

2. I/We offer to execute, in accordance with the terms of the Call for Quotations and the conditions and time limits laid down, the supplies and/or services as set out in the Call for Quotations within the time-frames submitted in this Call for Quotations.
3. I/We declare that none of the grounds listed in Regulation 50 of the Public Procurement Regulations 2010 (L.N. 296 of 2010) apply to us.

4. I/We acknowledge that MEPA may request us to submit signed certification from the competent authorities that none of the criteria listed in Regulation 50 of the Public Procurement Regulations (L.N. 296 of 2010) apply to us and where applicable confirm the same for each member of the joint venture or consortium and/or subcontractor. We will be guided by the information published by the European Commission specifying the competent authorities within each Member States which can certify whether a bidder is in line with Regulation 50 and available through the following link http://ec.europa.eu/markt/ecertis/login.do. I/We accept that I/we shall be excluded from the award of this call for quotations if the compliance certificates are not submitted upon the request by MEPA and by the indicated dates.

5. I/We will inform MEPA immediately if there is any change in the above circumstances at any stage during the delivery of the products and maintenance period. 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 Malta Environment and Planning Authority.

6. I/We note that MEPA is not bound to proceed with this Call for Quotations and that it reserves the right to cancel or award any part of this Call for Quotations. It will incur no liability towards me/us should it do so.

7. I/We, the undersigned, have availed myself/ourselves of the General Conditions for Supply Contracts which are available on the Department of Contracts website (https://secure2.gov.mt/eprocurement/conditions), and have read and accepted in full and without reservation the conditions outlined therein, and are therefore waiving any standard terms and conditions which I/we may have.

Name and Surname: _____

ID / Passport Number: _____

Signature of bidder: _____

Duly authorised to sign on behalf of: _____

Stamp of the firm / company: _____

Place and Date: _____

Appendix III: Statement on Conditions of Employment

Bidders 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: .....

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

Date: .....

Appendix IV - Appendix to General Conditions of Contract

CONDITIONS OF CONTRACT

1.	Contract Period	6 Weeks
2.	Completion Date	23rd November 2015
3.	Penalty for late Completion for any section or the whole of the works	**5% of the contract's price** per day's delay including Sundays & Public Holidays
4.	Limit of Penalty	25% of Contract Value
5.	Minimum amount of insurance of the works and the contractors equipment	Refer to Contract Conditions
6.	Minimum amount of third Party Insurance per occurrence or a series of occurrences arising out of one event	Refer to Contract Conditions
7.	Performance Guarantee	10% of contract value to be converted to a retention guarantee of 5% of the contract value.
8.	Terms of Payment	Progress Monthly Payments : 100% of the value of works as certified by the Architect/Engineer on Completion of Work

Signed:

_____

for the Contracting Authority

_____

for the Contractor

Appendix V: Data on Joint Venture/Consortium (Where applicable)

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

Signature: .....

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

Date: .....

Appendix VI: Sub-Contracting (where applicable)

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

Work intended to be sub-contracted	Name and details of sub-contractors	Value of sub-contracting as percentage of the total cost *	Experience in similar works (details to be specified)

*** Note**

- The maximum amount of sub-contracting must not exceed 50% of the total contract value.
- The main contractor must have the ability to carry out at least 50% of the contract works by his own means.

Appendix VII: Power of Attorney (where applicable)

Please attach here the power of attorney empowering the signatory of the tender and all related documentation.

Signature: .....

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

Date: .....