



REFERENCE NUMBER: 02/2026

**TENDER DOCUMENT
TO SUPPLY, INSTALL
TEST AND COMMISSION
OF AN MRL TRACTION PASSENGER LIFT
PARISH CENTRE
XEWKIJA GOZO**

This procurement forms part of the implementation of Project TSS07-24-4961, funded by Arts Council Malta under the Theatre Spaces Support Scheme

IMPORTANT:

- No Bid Bond is requested for this tender.

Date Published: 20th August 2026

Deadline for Submission: 11th September 2026 At 12:00pm

Tender Opening: 11th September 2026 At 12:15pm

**Contracting Authority:
Assocjazzjoni Rotunda (VO/1867)
obo Xewkija Parish
Tel: (+356) 21556793
E-mail Address:
tenders@xewkijaparish.org**

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SECTION 1 - INSTRUCTIONS TO TENDERERS

1. General Instructions

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

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

Prospective tenderers must submit their offer by depositing it in the tender box, located at *address of NGO*;

**Assoċjazzjoni Rotunda
Uffiċċju Parrokkjali
Pjazza San Ġwann Battista
Xewkija, XWK 1012
Għawdex, Malta.**

Prospective tenderers take full responsibility to submit their offer by the set tender submission deadline.

Note:

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

The Estimated Procurement Value for this Call for Tenders has been based on comprehensive research including appropriate financial analysis. In the context of this procurement, the Estimated Procurement Value, based on market research, is that of € 27,500.00 excluding VAT.

The purpose of this value shall be the guidance of prospective bidders when submitting their offer and is not to be considered as a binding capping price.

Therefore, the published Estimated Procurement Value is not restrictive and final on the Contracting Authority. Economic Operators are free to submit financial offers above or below the Estimated Procurement Value. However, the Contracting Authority reserves the right to accept or reject Financial Offers exceeding the Estimated Procurement Value

- 1.2 The subject of this tender is the *[include subject matter and a brief overview of the requirements]* of the following;

- The subject of this tender is the supply, installation, testing, commissioning, and certification of a traction passenger lift serving a public building. Lift to conform with AADG 2011
- 1.3 The place of acceptance of the services/supplies/works shall be Xewkija Parish Center St. John The Baptist Square, Xewkija, Gozo. The time limits for the execution of the contract shall be 4 months and the INCOTERM²⁰²⁰ applicable shall be **Delivery Duty Paid (DDP)**.
- 1.4 This is a [lump-sum/unit-price/global price/fee-based] contract.
- 1.5 This call for tenders is being issued under an open procedure.
- 1.6 The beneficiary of this tender is Assocjazzjoni Rotunda (VO/1867)
- 1.7 This tender is not a reserved contract.

2. Timetable

2.

	DATE	TIME
Clarification Meeting/Site Visit (Refer to Clause 6.1)	27 th August 2026	9:30am
Deadline for request for any additional information from the NGO Clarification requests should be addressed to: <i>NGOs e-mail address</i> <i>tenders@xewkijaparish.org</i>	1 st September 2026	6:00pm
Last date on which additional information/clarifications will be published on the parish website; xewkijaparish.org	7 th September 2026	6:00pm
Deadline for submission of tenders/Tender opening session (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering for NGOs)	11 th September 2026	12:00pm
* All times Central European Time (CET) / Central European Summer Time (CEST) as applicable		

3. Lots

- 3.1 This tender is not divided into lots, and tenders must be for the whole of quantities indicated. Tenders will not be accepted for incomplete quantities.

4. Variant Solutions

- 4.1 Variant solutions are not permissible.

5. Financing

- 5.1 This procurement forms part of the implementation of Project TSS07-24-4961, funded by Arts Council Malta under the Theatre Spaces Support Scheme.
- 5.2 The Contracting Authority reserves the right to amend, suspend or terminate this procurement process should circumstances relating to the funding of the project require such action.
- 5.3 Tenderers shall have no claim for compensation arising from such decisions, except as may be provided by law

6. Clarification Meeting/Site Visit

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

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

7. Selection and Award Requirements

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

(A) Eligibility Criteria

Economic Operators are to complete the Eligibility Section through the ESPD (as applicable) and the necessary documents as follows:

- (i) Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment by completing the minimum hourly workers' costs declaration involving the provision of the employees' services.
(Note 2)

- (ii) Power of Attorney (if applicable)
- (iii) Submission of the declaration form that stipulates that following signature of contract, the successful bidder, will provide evidence in respect of the requirements stipulated regarding Energy Efficiency through the Energy Efficiency Form (if applicable)
- (iv) Information re Joint Venture/Consortium (if applicable) ^(Note 2)
- (v) By submitting an offer, the bidder is confirming that he/she shall provide the Ultimate Beneficiary Owner Sheet upon contract signature.

(B) Exclusion (including Blacklisting) and Selection Criteria - information to be submitted through the completion of the following declaration forms:

- (i) Declaration concerning exclusion grounds
- (ii) Declaration concerning *Selection Criteria*

(C) Technical Specifications

- (i) Tenderer's Technical Offer in response to specifications.

Key Experts Form, the Statement of Availability Form, the Self-declaration form for Key Experts (relating to public employees) and CVs

Tenderer's Technical Offer (Organization and Methodology)

- (ii) **Literature** as per Form marked 'Literature List' to be submitted with the Technical offer at tendering stage. Alternatively, an Economic Operator can quote a reference number under which he/she has already supplied items so that there would be no need to submit literature.
- (iii) Samples as per section in Form marked 'Sample List' maybe requested during the adjudication stage to supplement the technical offer submitted. If requested, the Samples must be submitted within 15 working days of being notified to do so.

If samples are not submitted within the specified timeframe, offer will not be considered further.

(D) Financial Offer

- (i) The Tender Form and Tenderer's Declaration are to be completed and submitted with the offer; a separate Tender Form is to be submitted for each option tendered, each form clearly marked 'Option 1', 'Option 2' etc.; ^(Note 3)
- (ii) A financial offer is to be submitted by filling in **Bill of Quantities**, and is to be calculated on the basis of **Delivered Duty Paid (DDP)²⁰²⁰ (Grand Total)** for the

works/services/supplies tendered. [inclusive of spare parts/after-sales services/maintenance/training as applicable] ^(Note 3)

Notes to Clause 7:

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

2. Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five (5) working days from notification.

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

Request for Clarification and / or rectifications concerning a previous request dealing with the same shortcoming shall not be entertained.

8. Tender Guarantee (Bid bond)

No tender guarantee (bid bond) is required.

9. Criteria for Award and Other Matters.

- 9.1 The sole award criterion will be the price. The contract will be awarded to the tenderer submitting the cheapest priced offer satisfying the administrative and technical criteria.

- 9.2 The evaluation process

The evaluation of tenders will be conducted in two stages:

Administrative and Technical Evaluation - All tenders will first be assessed to verify compliance with the administrative requirements and the technical specifications set out in the tender documentation. Only tenders that fully satisfy these requirements will proceed to the financial evaluation stage.

Financial Evaluation - The sole award criterion shall be price. The contract will be awarded to the tenderer submitting the lowest-priced compliant offer, provided that the tender meets all the administrative and technical requirements.

- 9.3 The Contracting Authority reserves the right to amend, suspend or terminate this procurement process should circumstances relating to the funding of the project require such action. Tenderers shall have no claim for compensation arising from such decisions, except as may be provided by law.

10. Submission of tenders.

Tenders shall be submitted in a sealed envelope clearly marked with the Tender Reference Number and Tender Title. The sealed envelope shall be deposited in the Tender Box located at the Parish Office of Assoċjazzjoni Rotunda, Uffiċċju Parrokkjali, Pjazza San Ġwann Battista, Xewkija, XWK 1012, Ġhawdex, no later than the deadline specified in the Tender Notice.

The Tender Box is accessible during the Parish Office opening hours, namely Mondays, Wednesdays and Fridays from 09:00 to 12:00 (noon).

Alternatively, tenders may be sent by registered post to the following address:

Assoċjazzjoni Rotunda
Uffiċċju Parrokkjali
Pjazza San Ġwann Battista
Xewkija, XWK 1012
Ġhawdex, Malta.

Envelopes submitted by registered post shall likewise be sealed and clearly marked with the Tender Reference Number and Tender Title.

The Contracting Authority shall not be responsible for late deliveries. Tenders received after the closing date and time, irrespective of the method of delivery, shall not be considered.

SECTION 2 – EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

Part IX of the Public Procurement Regulations - S.L. 601.03

Appeals from decisions taken after the closing date for the submissions of an offer (applicable to procurement where the estimated value meets or exceeds Euro5K)

270. *Where the estimated value of the public contract meets or exceeds five thousand euro (€5,000) any tenderer or candidate concerned, or any person, having or having had an interest or who has been harmed or risks being harmed by an alleged infringement or by any decision taken including a proposed award in obtaining a contract, a rejection of a tender or a cancellation of a call for tender after the lapse of the publication period, may file an appeal by means of an objection before the Public Contracts Review Board, which shall contain in a very clear manner the reasons for their complaints.*

271. *The objection shall be filed within ten (10) calendar days following the date on which the contracting authority or the authority responsible for the tendering process has by fax or other electronic means sent its proposed award decision or the rejection of a tender or the cancellation of the call for tenders after the lapse of the publication period.*

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

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

274. *The Secretary of the Public Contracts Review Board shall immediately notify the Director, the Sectoral Procurement Directorate and, or the contracting authority, as the case may be, that an objection had been filed with his authority thereby immediately suspending the award procedure.*

275. *The Department of Contracts, the Sectoral Procurement Directorate or the contracting authority involved, as the case may be, shall be precluded from concluding the contract during the period of ten (10) calendar days allowed for the submission of appeals. The award process shall be completely suspended if an appeal is eventually submitted.*

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

(a) any decision by the General Contracts Committee, the Sectoral Procurement Directorate or the Special Contracts Committee or by the contracting authority, shall be made public by affixing it to the notice-board of the Department of Contracts, the Sectoral Procurement Directorate or of the office of the contracting authority, as the case may be, or by uploading

it on government's e-procurement platform prior to the award of the contract if the call for tenders is administered by the Department of Contracts;

(b) the appeal of the complainant shall also be affixed to the notice-board of the Public Contracts Review Board and shall be communicated by fax or by other electronic means to all participating tenderers;

(c) the contracting authority and any interested party may, within ten (10) calendar days from the day on which the appeal is affixed to the notice board of the Review Board and uploaded where applicable on the government's e-procurement platform, file a written reply to the appeal. These replies shall also be affixed to the notice board of the Review Board and where applicable they shall also be uploaded on the government's eProcurement platform;

(d) the authority responsible for the tendering process shall within ten (10) days forward to the chairman of the Public Contracts Review Board all documentation pertaining to the call for tenders in question including files and tenders submitted;

(e) the secretary of the Review Board shall inform all the participants of the call for tenders, the Department of Contracts, the Sectoral Procurement Directorate and the contracting authority of the date or dates, as the case may be, when the appeal will be heard;

(f) when the oral hearing is concluded, the Public Contracts Review Board, if it does not deliver the decision on the same day, shall reserve decision for the earliest possible date to be fixed for the purpose, but not later than six (6) weeks from the day of the oral hearing:

Provided that for serious and justified reasons expressed in writing by means of an order notified to all the parties, the Public Contracts Review Board may postpone the judgment for a later period;

(g) the secretary of the Review Board shall keep a record of the grounds of each adjournment and of everything done in each sitting;

(h) after evaluating all the evidence and after considering all submissions put forward by the parties, the Public Contracts Review Board shall decide whether to accede or reject the appeal or even cancel the call if it appears to it that this is best in the circumstances of the case.

SECTION 3 - SPECIAL CONDITIONS

Article 1: Law and language of the Contract

1.1 The Laws of Malta shall apply in all matters not covered by the provisions of the contract.

1.2 The language used shall be English.

Article 2: Order of Precedence of Contract Documents

2.1 The contract is made up of the following documents, in order of precedence:

- (a) the signed agreement;
- (b) the Special Conditions;
- (c) the General Conditions;
- (d) the Contracting Authority's technical specifications and design documentation;
- (e) the Contractor's technical offer, and the design documentation submitted by Contractor (drawings);
- (f) the bill of quantities/financial bid (after arithmetical corrections if any) /breakdown;
- (g) the tender declarations in the Tender Response Format;
- (h) any other documents forming part of the contract.

Addenda have (including clarifications / rectifications at evaluation stage) the order of precedence of the document they are modifying.

Article 3: Communications

3.1 Contracting Authority: Assocjazzjoni Rotunda (VO/1867)
Tel:(+356) 21556793 E-mail Address: tenders@xewkijaparish.org

Article 4: Supervisor and Supervisor's Representative

4.1 Appointment of the Supervisor

The Employer shall appoint a Supervisor who shall be responsible for the administration of the Contract, inspection of the Works, certification of payments, and ensuring that the Works are executed in accordance with the Contract Documents.

The Supervisor may be assisted by one or more Supervisor's Representatives, whose names and responsibilities shall be notified in writing to the Contractor.

4.2 Powers of the Supervisor

The Supervisor shall have the authority to:

- a. Issue instructions necessary for the proper execution of the Works.
- b. Inspect all materials, equipment and workmanship at any stage of manufacture, delivery, installation, testing and commissioning.
- c. Reject materials, equipment or workmanship that do not comply with the Contract.
- d. Require the removal and replacement of defective works at the Contractor's expense.
- e. Order testing, inspections and demonstrations of the lift installation and associated systems.
- f. Measure completed works and certify interim and final payments in accordance with the Contract.
- g. Approve shop drawings, material submissions, samples and technical documentation, provided that such approval shall not relieve the Contractor of any contractual responsibility.
- h. Issue Practical Completion and Final Completion certificates where appropriate.

The Supervisor shall have no authority to amend the Contract, waive contractual obligations, or instruct variations that alter the Contract Sum except as provided under the Contract.

4.3 Powers of the Supervisor's Representative

The Supervisor's Representative shall act on behalf of the Supervisor within the limits of authority delegated in writing.

The Supervisor's Representative may:

- inspect the Works;
- witness testing and commissioning;
- monitor progress;
- verify measurements;
- record defects;
- issue site instructions relating to day-to-day execution of the Works.

Any instruction involving additional cost, extension of time, variation to the Contract, or alteration to the approved design shall only be issued or confirmed by the Supervisor.

4.4 Resources Available to the Supervisor

The Contractor shall provide the Supervisor and the Supervisor's Representative with reasonable access to all parts of the Works at all times during normal working hours and at other reasonable times when critical operations are taking place.

The Contractor shall make available:

- safe access to the Works;
- temporary lighting where required for inspections;
- access to testing equipment during commissioning;
- copies of approved drawings and technical documentation;
- manufacturer's data and certificates;
- test reports and commissioning records.

No separate payment shall be made for complying with this requirement.

Article 5: Supply of Documents

The Contractor shall prepare and submit all drawings, calculations, technical data and documentation necessary for the proper execution of the Works.

The Contractor shall submit, as a minimum, the following documents for review and approval before manufacture or installation commences:

- a. General Arrangement (GA) drawings showing the lift layout, shaft dimensions, pit depth, headroom, machine arrangement, landing door locations and car dimensions.
- b. Shop drawings detailing all components, supports, fixings, guide rails, door frames, brackets and interfaces with the building structure.
- c. Structural loading information indicating all loads imposed on the building structure.
- d. Electrical drawings, including power supply requirements, single-line diagrams, control wiring diagrams, cable routes and earthing arrangements.
- e. Product data sheets and manufacturer's technical literature for all principal equipment and components.
- f. Certificates demonstrating compliance with the applicable European legislation and standards, including but not limited to EN 81-20, EN 81-50, EN 81-70 and the Lift Directive 2014/33/EU.
- g. Material samples or finish samples for approval, including brushed stainless steel finishes, marble flooring and any other architectural finishes specified in the Contract.
- h. Method statements describing installation procedures, lifting operations, health and safety measures, testing and commissioning procedures.
- i. Programme of Works indicating procurement, manufacture, delivery, installation, testing and commissioning activities.
- j. Operation and Maintenance Manuals (draft version prior to commissioning and final version upon completion).
- k. As-built drawings following completion of the Works.

The Supervisor shall review submitted documents solely for the purpose of verifying general compliance with the Contract requirements. Such review or approval shall not relieve the Contractor of responsibility for the accuracy, completeness, coordination or suitability of the submitted documents, nor shall it transfer any design responsibility from the Contractor.

The Supervisor shall, within ten (10) working days of receipt of a complete submission, return the documents marked as one of the following:

- Approved - No comments; work may proceed.
- Approved as Noted - Work may proceed subject to incorporation of the stated comments.
- Revise and Resubmit - Work shall not proceed until the revised documents have been submitted and accepted.
- Rejected - Submission does not comply with the Contract requirements.

Where revised submissions are required, the Contractor shall resubmit the amended documents within five (5) working days, or such other period as approved by the Supervisor.

No fabrication, procurement or installation of any item requiring approval shall commence until the relevant submission has been approved or approved as noted by the Supervisor.

The Contractor shall maintain a document register recording all submissions, revision numbers, dates of submission, dates of approval and current document status, and shall make such register available to the Supervisor upon request.

Article 6: Assistance with Local Regulations

Unless otherwise expressly stated in the Contract, the Contractor shall be responsible for obtaining, at its own cost, all permits, licences, authorisations and approvals necessary for the execution, testing and commissioning of the Works.

The Contractor shall, where applicable:

- a. Obtain all permits and approvals required for the transport, delivery and installation of the lift and associated equipment.
- b. Obtain any permits required for temporary occupation of public areas, road closures, lifting operations or the use of cranes and other lifting equipment.
- c. Obtain all permits required for temporary electrical connections, where applicable.
- d. Coordinate with the relevant utility providers and public authorities where the execution of the Works affects existing services.
- e. Arrange all statutory inspections, testing and certification required prior to the lift being placed into service.
- f. Obtain any approvals required from the competent authority responsible for lift safety and ensure that the lift is registered where required by applicable legislation.
- g. Ensure that all personnel employed on the Works possess the licences, qualifications and certifications required by applicable legislation and health and safety regulations.

Where personnel who are not nationals of the country in which the Works are being carried out are employed, the Contractor shall be solely responsible for obtaining any necessary visas, residence permits, work permits or other authorisations required for such personnel.

The Contractor shall comply with all applicable European Union legislation, national legislation, occupational health and safety regulations, electrical regulations, building regulations and any other statutory requirements applicable to the Works.

Copies of all permits, approvals, inspection reports and statutory certificates shall be submitted to the Supervisor before the relevant stage of the Works commences and, in any event, prior to Practical Completion.

Article 7: The Contractor's Obligations

7.1 The Contractor shall design (where applicable), supply, install, test, commission and hand over the MRL passenger lift complete and fully operational in accordance with the Contract Documents, applicable European Standards, and all relevant legislation.

7.2 The Contractor shall comply with all applicable legislation, including the Lift Directive 2014/33/EU, EN 81-20, EN 81-50, EN 81-70, EN 81-28, EN 81-73, electrical regulations, health and safety legislation, and any conditions attached to the applicable Planning Permit.

7.3 Programme of Performance

Within ten (10) working days from the Commencement Order, the Contractor shall submit a detailed programme of works showing design (where applicable), approvals, manufacture, delivery, installation, testing, commissioning and handover. The programme shall be updated as required by the Supervisor.

7.4 Derogation

No derogation from the General Conditions shall apply.

7.5 Notices

All notices, submissions and correspondence shall be addressed to the Supervisor at the address stated in the Contract Data or as otherwise notified by the Contracting Authority.

Article 8: Performance Guarantee

8.1 The Contractor shall, within 15 calendar days of receipt of the contract, sign and date the contract and return it together with a copy of the Performance Guarantee and a copy of the pre-financing guarantee together with the copy of the relative invoice (if applicable). The copy of the Performance Guarantee forwarded to the Client is to be endorsed by the Contracting Authority prior to submission. The Contract will not be endorsed by the Contracting Authority / Client until the Performance Guarantee is submitted. The Contractor is therefore obliged to forward the original Performance Guarantee to the Contracting Authority. The amount of the guarantee shall be 4% where the amount of the total contract value is between €10,000 and €500,000 exclusive of VAT.

8.4 Releasing the performance guarantee.

The performance guarantee shall be released upon successful completion of the contract obligations, including final acceptance of the works/services by the Client, resolution of all defects and outstanding obligations, and expiry of the defects liability or warranty period (if

applicable). The guarantee may also be released earlier if otherwise provided for in the contract or upon mutual written agreement of the parties.

Article 9: Insurance

The Contractor shall obtain and maintain, at its own expense, all insurance policies including, where applicable, public liability insurance, employer's liability/workers' compensation insurance, and professional indemnity insurance (where professional services are provided). The insurance policies shall remain valid for the duration of the Contract and any applicable defects liability or warranty period.

The Contractor shall submit copies of the relevant insurance certificates and evidence of premium payment to the Contracting Authority before the commencement of the Contract and whenever renewed. The Contracting Authority shall not effect any payments to the Contractor until the required insurance documentation has been submitted and accepted.

The Contractor shall immediately notify the Contracting Authority of any cancellation, lapse, or material change to the required insurance policies and shall ensure continuous insurance coverage throughout the Contract period.

Article 10 - Tender Prices

Without prejudice to the provisions mentioned in the Tender, the Contractor shall be deemed to have examined all Contract Documents, inspected the Site, and satisfied itself as to all conditions that may affect the execution and completion of the Works.

The Tender Price shall be deemed to include all labour, supervision, materials, plant, equipment, temporary works, transport, storage, insurance, testing, commissioning, overheads, profit, taxes, duties (except where otherwise expressly stated in the Contract), permits, licences, compliance with applicable laws and regulations, health and safety measures, environmental protection measures, and all other costs necessary for the proper execution, completion, testing, commissioning, and remedying of defects in the Works.

The Tender Price shall also be deemed to include all incidental and ancillary works, whether expressly described in the Contract Documents or reasonably inferred therefrom, as necessary for the complete and functional execution of the Works.

No additional payment shall be made for any item, obligation, or activity that is reasonably required for the proper performance of the Contract but has not been separately priced in the Contractor's Tender. Such costs shall be deemed to be included within the Tender Price unless expressly provided otherwise in the Contract.

The Contractor shall bear the risk of any omission or error in the pricing of its Tender, except where adjustments are expressly permitted under the Contract.

Article 11: Safety on Site

11.1 Further to the provisions of other Conditions, it is the obligation of contractors to carry out a suitable, sufficient and systematic assessment of all the occupational health and safety hazards which may be present at the place of work and the resultant risks involved concerning all aspects of the work activity.

11.2 Further to the provisions of the General Conditions, it is also the duty of a contractor to cooperate with other employers, contractors and, or self-employed persons who share a common workplace, on the implementation of Health and Safety provisions. The contractor or his designate shall co-ordinate necessary actions in matters which concern protective and preventive measures and shall inform all on site as well as the Project Supervisor regarding any potential risks.

Article 12: Interference With Traffic

It is the contractor's responsibility to apply for any permits to occupy public areas during the progress of works.

Article 13: Coordination Between Trades.

The Contractor shall be fully responsible for the coordination and integration of all trades involved in the Works, including those executed by subcontractors, suppliers, and other parties engaged on the Project.

The Contractor shall:

Ensure that all trades cooperate effectively and work in a coordinated manner to avoid conflicts, delays, or rework.

Review and coordinate all drawings, specifications, and shop drawings to ensure Compatibility between different trades prior to execution.

Identify and resolve any discrepancies, clashes, or interface issues between trades And notify the Engineer/Project Manager promptly where necessary.

Arrange regular coordination meetings with all relevant trades to plan, sequence, And monitor the progress of the Works.

Provide coordinated setting-out information and ensure that each trade is aware of Its responsibilities and interfaces with others.

Bear all costs associated with the resolution of coordination issues arising from Failure to properly coordinate the Works.

No additional payment or extension of time shall be granted for delays or extra work arising from lack of coordination between trades.

Article 14: Commencement Date

14.1 Maximum of 120 days from the signing of contract

Article 15: Period of Execution of Tasks

1st February 2027 to 1st May 2027

Article 16: Delays in Execution

50 Euros compensation per day of delay.

Article 17: Modification to the Contract

The Contracting authority may avail itself of the possibility of modifying the contracted works this up to a maximum of 30% of the contracted value.

Article 18: Work Register

A Work Register shall be maintained by the Contractor on Site throughout the execution of the Works.

The Work Register shall record, as a minimum:

- a) the nature and location of the Works executed;
- b) quantities of work completed;
- c) labour, plant and major materials utilized where relevant;
- d) weather conditions where these materially affect progress;
- e) instructions issued by the Project Manager/Supervisor;
- f) inspections, tests and measurements carried out;
- g) any other information required for the measurement and valuation of the Works.

The Work Register shall be kept up to date on a daily basis and shall be made available for inspection by the Project Manager/Supervisor at all reasonable times.

Entries shall, where appropriate, be jointly verified and signed by authorised representatives of the Contractor and the Project Manager/Supervisor.

Failure of the Project Manager/Supervisor to sign an entry shall not invalidate the record but shall not constitute acceptance of its accuracy.

Article 19: Quality of Works and Materials

All materials shall be new, of first-class quality, fit for purpose, and compliant with the Contract Documents and all applicable standards and regulations.

Qualified personnel in accordance with recognised industry best practices and the manufacturer's recommendations shall carry out workmanship.

The Employer reserves the right to inspect and reject any materials or workmanship that do not meet the specified requirements.

The Contractor shall promptly replace or rectify any defective or non-compliant work at no additional cost.

The Contractor shall protect completed works from damage and, upon completion, ensure that all works are clean, defect-free, and ready for their intended use.

Article 20: Preliminary technical acceptance

Preliminary Technical Acceptance shall be required for the passenger lift installation prior to the issue of the Certificate of Completion.

Preliminary Technical Acceptance shall be granted only after:

- the lift has been completely installed in accordance with the Contract;
- all inspections, testing, commissioning and performance tests have been successfully completed;
- the Contractor has submitted all required certificates, including the Declaration of Conformity, commissioning records, operation and maintenance manuals, warranties, and as-built documentation;
- the Project Manager/Supervisor is satisfied that the lift complies with the Contract requirements and all applicable legislation, standards, and regulatory requirements; and
- any defects or deficiencies identified during inspection or testing have been rectified, or are limited to minor items that do not affect the safe operation or intended use of the lift.

The issue of Preliminary Technical Acceptance shall not constitute Final Acceptance of the Works and shall not relieve the Contractor of its obligations under the Contract, including liability for defects during the defects liability period.

Article 21: Inspection and Testing

Before handover, the Contractor shall:

- Carry out all statutory testing.
- Perform load testing.
- Demonstrate all safety devices.
- Verify accessibility functions.
- Obtain all required inspections and approvals.
- Train the Employer's representatives in operation and emergency procedures. Specify the places to be inspected and tested, and the practical arrangements for testing

Article 22: Ownership of Plants and Materials

22.1 Not applicable.

No equipment, temporary structures, plant, or materials will be made available by the Contracting Authority under Article 42 of the General Conditions.

Article 23: Payments: General Principles

23.1 Payments shall be made in Euro (€).

Payments shall be made in accordance with the General Conditions and the terms of the Contract. The Contractor shall submit interim payment claims supported by all Documentation required by the Contracting Authority. Payment shall only be made for Works that have been measured/inspected and certified as satisfactorily completed

23.2 Payment Schedule

Payments shall be made upon certification by the Contracting Authority's Representative as follows:

Milestone	Payment
Submission and approval of the Performance Programme, insurance documents, performance guarantee, and commencement of works (where applicable).	10%
Acceptance of the lift shaft (by 1 February 2027).	40%
Delivery, installation, testing, commissioning, and certification (by 1 May 2027)	40%
Final acceptance of the Works, submission of as-built drawings, operation and maintenance manuals, warranties, training (if applicable), and all other contract documentation	10%

All payments shall be subject to certification by the Contracting Authority in accordance with the Contract and shall be made after deduction of any applicable retention, taxes, or other deductions provided for under the Contract.

23.3 Retention Monies

Retention monies shall be deducted from each certified interim payment at the rate of 10% of the certified amount until the total retention reaches 5% of the Contract Price.

One-half of the retention monies shall be released upon the issue of the Certificate of Provisional Acceptance.

The remaining balance shall be released upon the issue of the Certificate of Final Acceptance, if all defects have been remedied and all contractual obligations have been fulfilled.

Article 24: Price Revision

This Contract shall not include a price revision clause. The tendered rates and prices shall remain fixed for the entire duration of the Contract.

The tendered prices shall be deemed:

- to have been determined on the basis of the conditions in force on the date fixed for the submission of tenders; and Version 1.6 NGO procurement document
- to have taken into account all legislation, taxation and statutory obligations Applicable at that date.

Where changes in legislation or mandatory statutory requirements materially affect the contractual obligations of either Party after the submission of tenders, the Contracting Authority and the Contractor may consult on the appropriate course of action, which may include modification of the Contract, compensation where justified, or termination by mutual agreement, subject to the applicable procurement regulations.

As no price revision applies under this Contract, no claim for adjustment of tendered rates or prices shall be accepted after submission of the tender.

Article 25: Preliminary Technical Acceptance

Preliminary Technical Acceptance shall be required for the passenger lift installation prior to the issue of the Certificate of Completion.

Preliminary Technical Acceptance shall be granted only after:

the lift has been completely installed in accordance with the Contract;

all inspections, testing, commissioning and performance tests have been successfully completed;

the Contractor has submitted all required certificates, including the Declaration of Conformity, commissioning records, operation and maintenance manuals, warranties, and as-built documentation;

the Project Manager/Supervisor is satisfied that the lift complies with the Contract requirements and all applicable legislation, standards, and regulatory requirements; and

any defects or deficiencies identified during inspection or testing have been rectified, or are limited to minor items that do not affect the safe operation or intended use of the lift.

The issue of Preliminary Technical Acceptance shall not constitute Final Acceptance of the Works and shall not relieve the Contractor of its obligations under the Contract, including liability for defects during the defects liability period.

Article 26: Provisional Acceptance

Provisional Acceptance of the Works shall be granted only after:

The passenger lift has been fully installed and completed in accordance with the Contract Documents.

Preliminary Technical Acceptance has been successfully completed.

All required inspections, testing and commissioning have been satisfactorily completed.

The Contractor has submitted all documentation required under the Contract, including operation and maintenance manuals, as-built drawings, warranties, test certificates, Declaration of Conformity, and maintenance instructions.

Any statutory approvals, inspections or certifications required for the lift to be lawfully placed into service have been obtained.

Any defects identified during inspection have been rectified, or are limited to minor outstanding items that do not affect the safe operation or intended use of the lift and are recorded on a snagging list with an agreed completion period.

Upon satisfaction of the above requirements, the Contracting Authority shall issue the Provisional Acceptance Certificate. The issue of the certificate shall mark the commencement of the Defects Liability Period but shall not constitute Final Acceptance of the Works or relieve the Contractor of any obligations under the Contract

Article 27: Maintenance Obligations and Warranty

The Contractor shall provide a minimum of **twenty-four (24) month** comprehensive maintenance service commencing from the date of Practical Completion and formal handover of the lift installation.

The maintenance service shall include at no extra charges;

Routine preventive maintenance and servicing in accordance with the manufacturer's recommendations and applicable standards;

periodic inspections, testing, adjustments, cleaning and lubrication of all lift components;

emergency call-out service for lift breakdowns;

repair or replacement, at no additional cost to the Contracting Authority, of defective components arising from defects in materials, workmanship or installation;

submission of a maintenance report after each scheduled maintenance visit.

All manufacturer's warranties and guarantees shall remain valid and shall be transferred to the Contracting Authority upon completion and handover of the works.

Contractor is required to test, commission and obtain all certificates necessary before handover and make available its technicians/engineers for any statutory inspection including ACAB (Authorised Conformity Assessment Body).

The lift installation shall be covered by a **minimum 24-month** defects liability and warranty period from the date of Practical Completion, including labour, parts and call-outs arising from defects in workmanship or materials.

Article 28: Dispute Settlement by Litigation

If no settlement is reached within one hundred and twenty (120) calendar days from the commencement of the amicable dispute settlement procedure, either Party may refer the dispute to:

- The competent Courts of Malta; or
- Arbitration, provided both Parties agree in writing to submit the dispute to Arbitration.

Unless otherwise agreed, the Contract shall be governed by the laws of Malta.

SECTION 4 - SPECIFICATIONS

Technical Specification - Machine Room-Less (MRL) Passenger Lift

1. Scope of Works

The Contractor shall design, supply, install, test, commission and place into full operation one (1) Machine Room-Less (MRL) electric traction passenger lift complete with all associated equipment, controls, wiring, accessories and certification.

The lift shall serve four (4) stops and shall be suitable for installation in a public building. The Contractor shall include all labour, electrical supply, materials, transport, testing, commissioning, certification, documentation, and any ancillary works necessary to deliver a complete operational installation.

The Contractor shall verify all dimensions and site conditions prior to manufacture and installation.

2. Applicable Standards

The lift installation shall comply with all current European legislation and standards, including but not limited to:

Lift Directive 2014/33/EU

EN 81-20 - Safety rules for the construction and installation of lifts.

EN 81-50 - Design rules, calculations, examinations and tests of lift components.

EN 81-70 - Accessibility to lifts for persons including persons with disabilities.

EN 81-28 - Remote alarm on passenger and goods passenger lifts.

EN 81-73 - Behaviour of lifts in the event of fire.

Any other applicable European Standards, national regulations, electrical regulations and fire safety requirements applicable to the project location.

The completed installation shall be CE marked and certified by a Notified Body where required.

3. Lift Type

The lift shall be:

- Machine Room-Less (MRL)
- Electric traction drive
- Gearless permanent magnet motor
- Variable Voltage Variable Frequency (VVVF) drive
- Counterweighted
- Collective selective automatic control
- Automatic rescue device (ARD) with battery lowering
- Automatic re-levelling
- Energy-efficient LED lighting
- Standby power-saving mode

4. Capacity

- Rated Load: 450 kg
- Rated Capacity: 6 Persons
- Number of Stops: 4
- Number of Entrances: As indicated on drawings

Travel: To suit site conditions

Floor heights: To be verified on site by the Contractor before manufacture

5. Lift Shaft

Existing lift shaft dimensions:

- 1.80 m × 1.80 m

The Contractor shall verify:

- Pit depth
 - Headroom
 - Shaft plumb
 - Structural openings
 - Door positions
 - All builder's work requirements
 - The lift offered shall be suitable for installation within the available shaft dimensions.
-

6. Lift Car

The lift car shall comply with EN 81-70 accessibility requirements.

Cabin Finish

- Floor:

Natural polished marble finish selected by the Architect.

Walls:

- Brushed stainless steel.
- One full-height mirrored wall.
- Protective corner trims where necessary.

Ceiling:

- Brushed stainless steel.
- LED recessed lighting.
- Emergency lighting.

Handrail:

- Stainless steel handrail.
-

7. Lift Doors

Landing and car doors shall be:

- Automatic horizontal sliding doors
 - Centre-opening or side-opening as suited to the shaft
 - Brushed stainless steel finish
 - Heavy-duty operator
 - Infrared full-height light curtain
 - Door reopening device
 - Minimum clear opening shall comply with EN 81-70 accessibility requirements.
-

8. Accessibility

The lift shall fully comply with EN 81-70 and shall include, as a minimum:

- Wheelchair accessibility
 - Accessible control panel height
 - Braille and tactile buttons
 - Raised numerals
 - Audible floor announcements
 - Voice indication of direction
 - Visual position indicator
 - Door open alarm
 - Emergency communication system
 - Mirror suitable for wheelchair users
 - Landing indicators at each floor
-

9. Controls

The lift shall include:

- Collective selective control
 - Automatic return to designated floor after power restoration
 - Car overload indicator
 - Digital floor position indicators
 - Direction arrows
 - Door open/close buttons
 - Alarm button
 - Emergency telephone
 - Fire service operation where required by regulations
-

10. Electrical Installation

The Lift Contractor shall provide all electrical works associated with the lift installation, including but not limited to:

- Supply and installation of all power cabling.
- Connection from the existing three-phase electrical meter to the lift distribution board/circuit breaker.
- All containment including conduits, cable trays and trunking.
- Earthing and bonding.
- Lift isolator.
- Control wiring.
- Final connections.

Testing and certification.

All electrical installations shall comply with the applicable national electrical regulations and European standards.

11. Safety Features

The lift shall include:

- Automatic Rescue Device (ARD)
 - Battery-backed emergency lighting
 - Emergency alarm
 - Two-way emergency communication
 - Overspeed governor
 - Safety gear
 - Door safety light curtain
 - Emergency stop protection
 - Buffers
 - Final limit switches
 - Anti-unintended car movement protection
 - Fire-resistant landing doors
 - Automatic re-levelling
-

12. Noise and Ride Quality

The lift shall provide:

- Smooth acceleration and deceleration.
 - Low vibration.
 - Low operational noise.
 - Accurate floor levelling.
-

13. Documentation

The Contractor shall provide:

- EU Declaration of Conformity.
 - Test certificates.
 - Commissioning reports.
 - Operation and Maintenance Manuals.
 - Electrical schematics.
 - As-built drawings.
 - Spare parts list.
 - Guarantee documentation.
-

14. Testing and Commissioning

Before handover, the Contractor shall:

- Carry out all statutory testing.
 - Perform load testing.
 - Demonstrate all safety devices.
 - Verify accessibility functions.
 - Obtain all required inspections and approvals.
 - Train the Contracting Authority's representatives in operation and emergency procedures.
 - Supply The Contracting Authority all relevant information/documentation including access codes/pins related to the maintaining of the lift.
-

15. Warranty

The lift installation shall be covered by a minimum 24-month defects liability and warranty period from the date of Practical Completion, including labour, parts and call-outs arising from defects in workmanship or materials.

16. Maintenance

The Contractor shall include a minimum 12-month comprehensive maintenance service commencing from the date of Practical Completion. The maintenance shall include scheduled servicing, emergency **call-outs**, adjustments, lubrication and replacement of defective components not resulting from misuse or vandalism.

17. Contractor's Responsibilities

The Contractor shall:

- Verify all site dimensions before manufacture.
- Verify all floor-to-floor heights.
- Coordinate with other trades.
- Identify and communicate any builder's work required.
- Protect all finished surfaces during installation.
- Deliver a complete, fully operational lift installation ready for use.

18. Standards

Standard	Purpose
EN 81-20	Safety requirements for the design and installation of new passenger and goods passenger lifts (traction, MRL, conventional traction, and hydraulic).
EN 81-50	Design rules, testing, calculations, and certification of lift components.
EN 81-70:2021+A1:2022	Accessibility requirements for persons with disabilities, including wheelchair users, the Visually impaired and elderly users. Essential for public buildings.
EN 81-73	Behaviour of lifts in the event of fire.
EN 81-28	Remote alarm and emergency communication systems.
Lifts Directive 2014/33/EU	EU legislation governing the conformity assessment and CE marking of lifts placed on the market.

SECTION 5 - SUPPLEMENTARY DOCUMENTATION

5.1 - Draft Contract Form

5.2 - Glossary

5.3 - Specimen Performance Guarantee

5.4 - General Conditions of Contract

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

www.etenders.gov.mt

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

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

General Rules Governing Tendering for NGOs

The contents of this procurement document complement the latest version of the General Rules Governing Tenders applicable on the date of the publication of this tender, the Terms of Use and the Manual for Economic Operators applicable to Government's e-Procurement Platform (available from the Resources section of www.etenders.gov.mt).

Generic Template

Tender Reference: _____

Tender Title: _____

Tenderer / Company Name: _____

Lot No. (if applicable): _____

Instructions

List the technical literature and supporting documents submitted with the tender. Documents should be listed in the same sequence as the relevant tender requirements for ease of reference and evaluation. This generic template should be adapted to the specific Literature List issued with the tender.

Item	Description / Requirement	Reference in Technical Specifications	Literature / Document Submitted	Manufacturer / Publisher	Document Reference / Page	Remarks
1						
2						
3						
4						
5						
6						

Tenderer's Declaration

We confirm that the literature and supporting documentation listed above form part of our technical submission and correspond to the requirements of the tender.

Name of Authorised Representative: _____

Position: _____ Date: _____

Signature: _____

SAMPLE LIST

Tender Title: _____

Tender Reference No.: _____

Contractor / Tenderer: _____

Date: _____

No.	Sample Description / Item	Specificatio n / Reference	Quantity	Sample Provided	Remarks
1				☐	
2				☐	
3				☐	
4				☐	
5				☐	
6				☐	
7				☐	
8				☐	
9				☐	
10				☐	

Notes / Additional Information:

Submitted by: _____

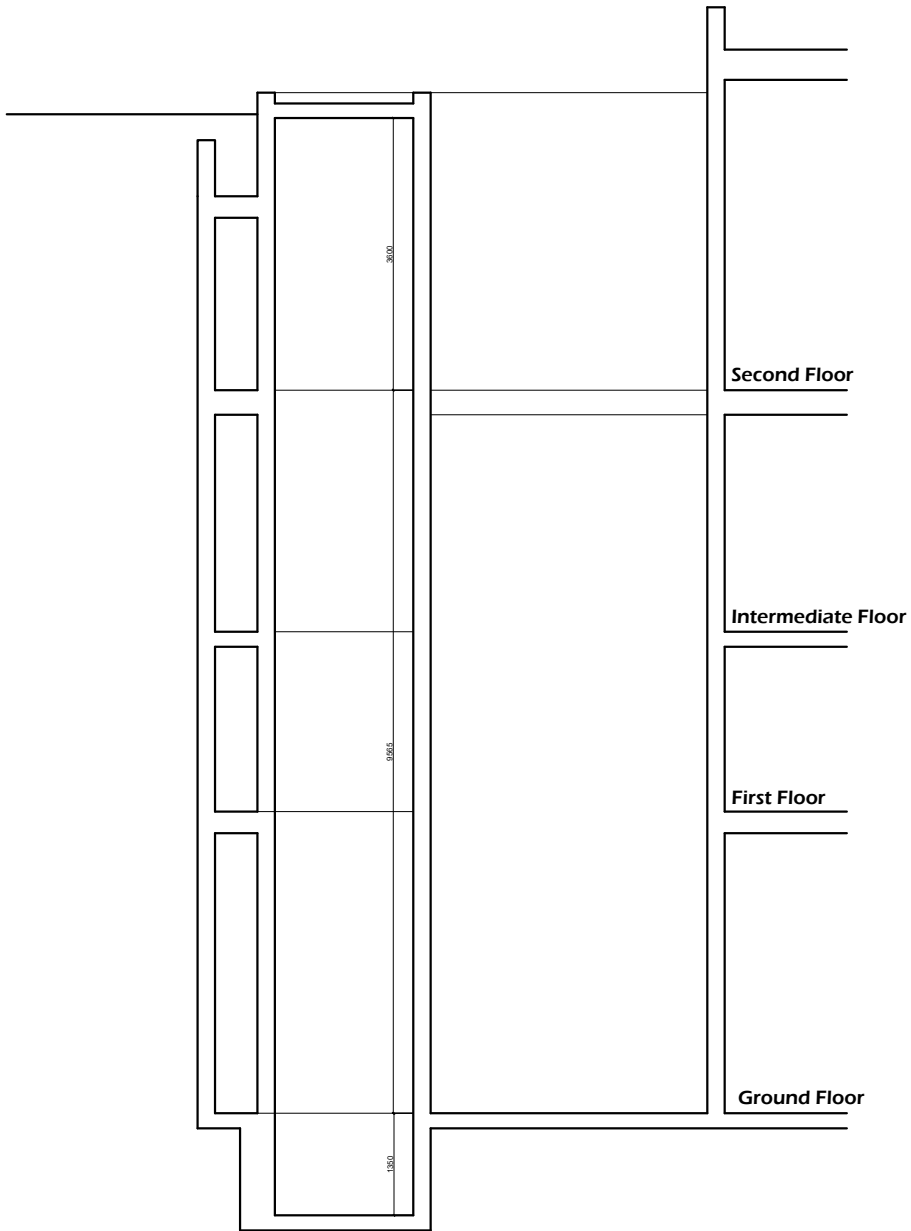
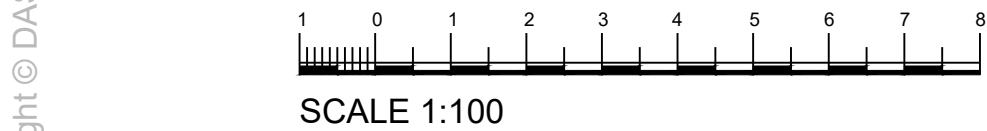
Name & Position: _____

Signature: _____ Date: _____

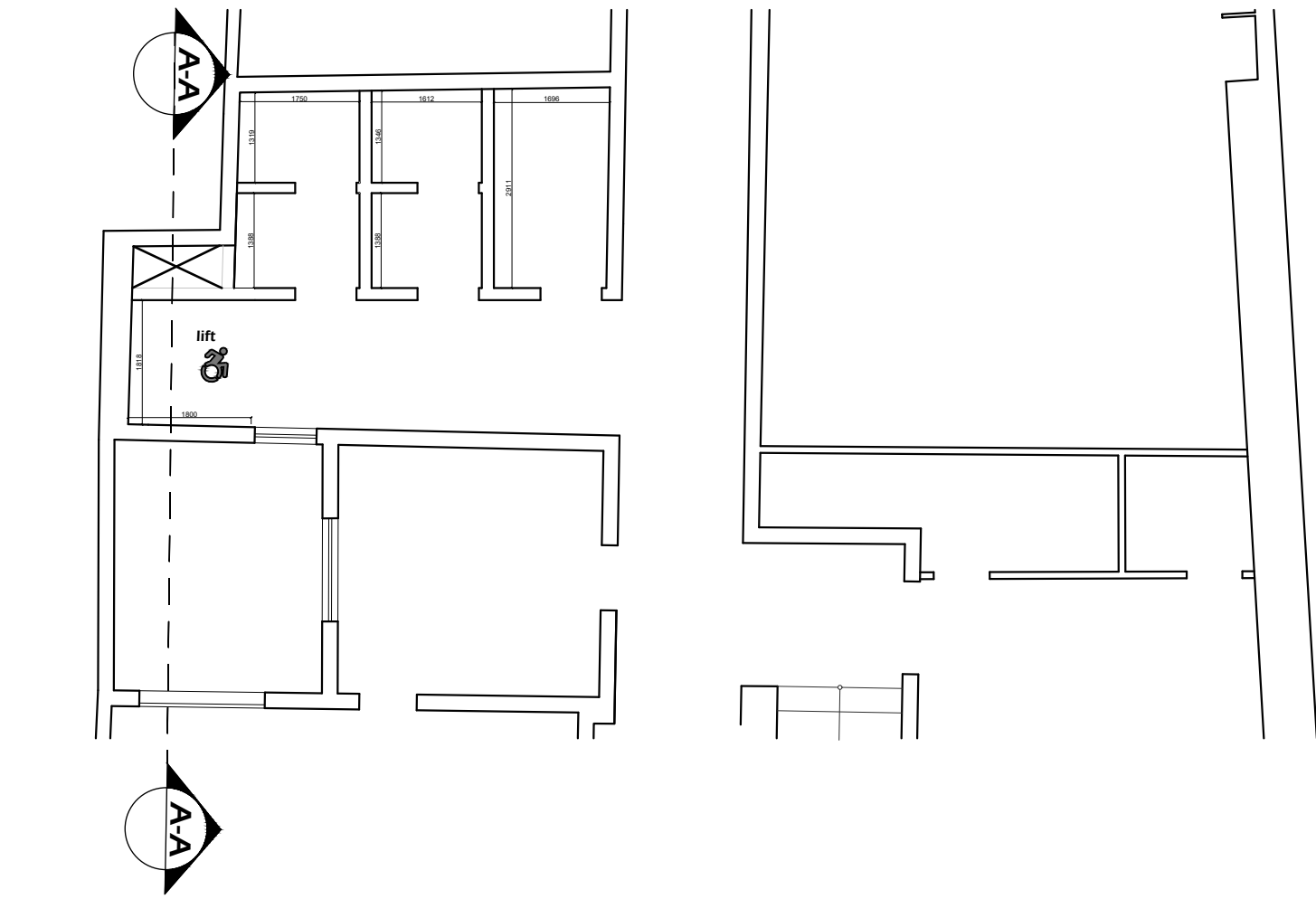
Version 1.6 NGO procurement document

TENDER DOCUMENT SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF A TRACTION PASSENGER LIFT CONFORM TO AADG 2011 PARISH CENTRE XEWKJJA GOZO					
TENDER REFERENCE NUMBER: 02/2026					
BILL OF QUANTITIES					
Pricing Preamble					
The Contractor's Lump Sum Price shall be deemed to include, without limitation: Complete design verification and coordination with the existing shaft dimensions. Supply and installation of a 450 kg (6-person) passenger lift. Four (4) landing entrances as shown on the Contract Drawings. Automatic doors, car operating panel, landing call stations and indicators. Machine, controller, drive system, guide rails, counterweight (where applicable) and all associated equipment. Complete electrical installation associated with the lift. Emergency alarm, emergency lighting, two-way communication system and automatic rescue device. All builder's work in connection, including fixings, brackets, drilling, making good and sealing. Testing, commissioning, load testing and performance verification. Compliance with all applicable European Standards, the Machinery Directive/Regulation, Lift Directive 2014/33/EU, CE marking requirements and all local statutory requirements. Full accessibility compliance, including CRPD requirements and any applicable accessibility standards. Inspection and certification by the relevant Notified Body or competent authority, where required. Operation and Maintenance Manuals. As-built drawings. Training of the Contracting Authority's personnel. Warranty and defects liability obligations. All transport, insurance, overheads, profit and incidental costs necessary to provide a complete and operational installation. No additional payment shall be made for any component or activity reasonably required for the complete installation and commissioning of the lift unless expressly instructed as a Variation under the Contract.					
If any item in the Bill of Quantities is left unpriced, then it shall be deemed that the Contractor is taking provision for the price of this item in the rest of the rates.					
SCHEDULE OF CIVIL, MECHANICAL AND ELECTRICAL WORKS					
Item No	Description	Qty	Unit of Measure	Rate including Taxes, other Duties, & Discounts <u>but</u> Exclusive of VAT €	Amount including Taxes, other Duties & Discounts <u>but</u> Exclusive of VAT €
1	Supply, deliver, install, test, commission and hand over one (1) complete passenger Machine Room-Less (MRL) lift with a rated load of 450 kg (6 persons), serving 4 stops, complete with 4 automatic entrances, designed to fit within the existing 1.80 m x 1.80 m lift shaft, fully compliant with the Technical Specifications, Drawings, applicable European Standards, CE marking requirements, accessibility requirements (including CRPD compliance), and all applicable legislation. The item shall include all design verification, lift equipment, guide rails, machine and controller, car and landing doors, electrical and mechanical components, wiring, fixings, supports, builder's work in connection, testing, commissioning, statutory inspections, certification, Declaration of Conformity, operation and maintenance manuals, as-built drawings, staff training, warranties, and all labour, materials, plant and equipment necessary to provide a complete, safe and fully operational passenger lift.	1	LS		
	SUB TOTAL				
	VAT				
	GRAND TOTAL				

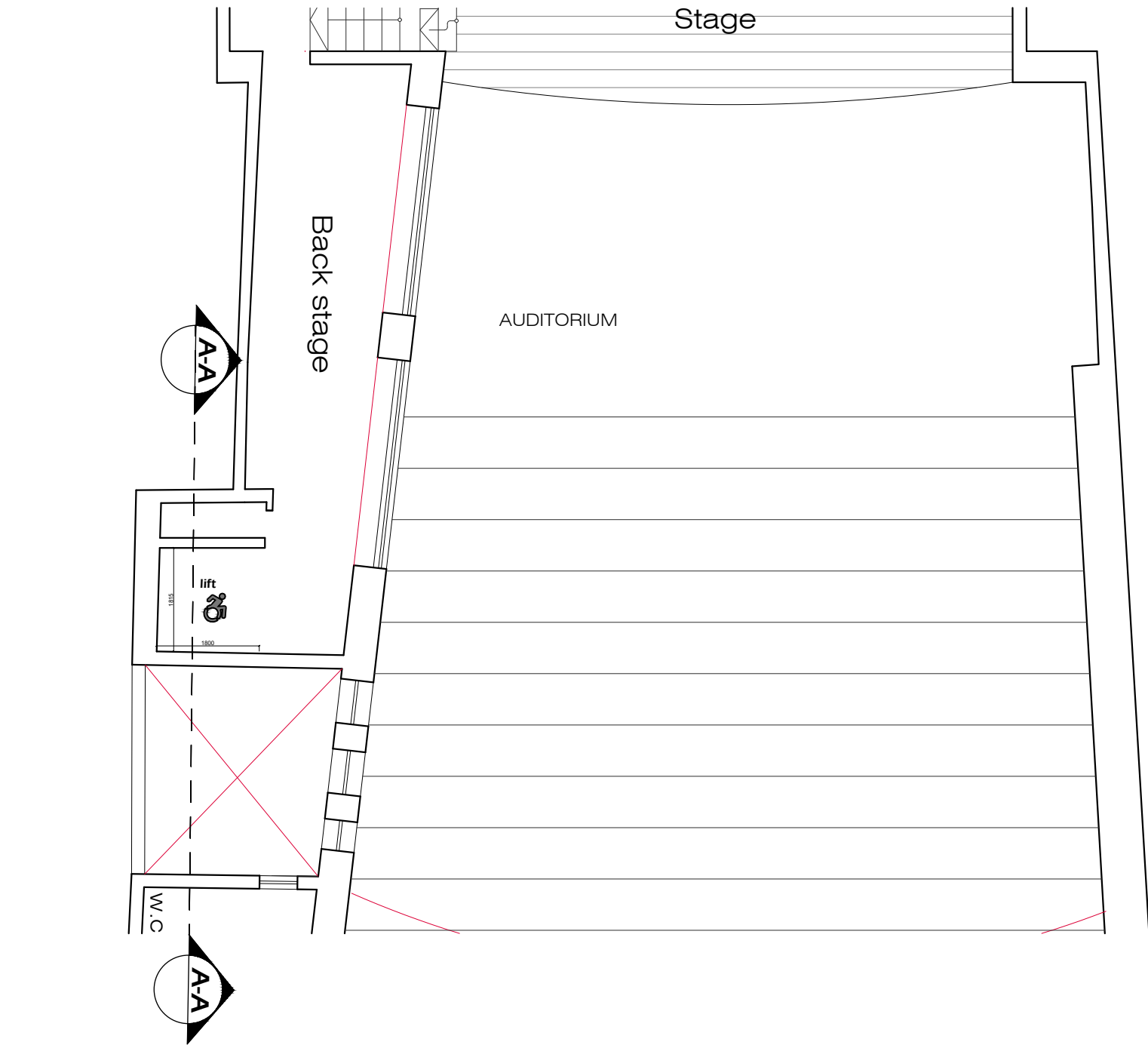
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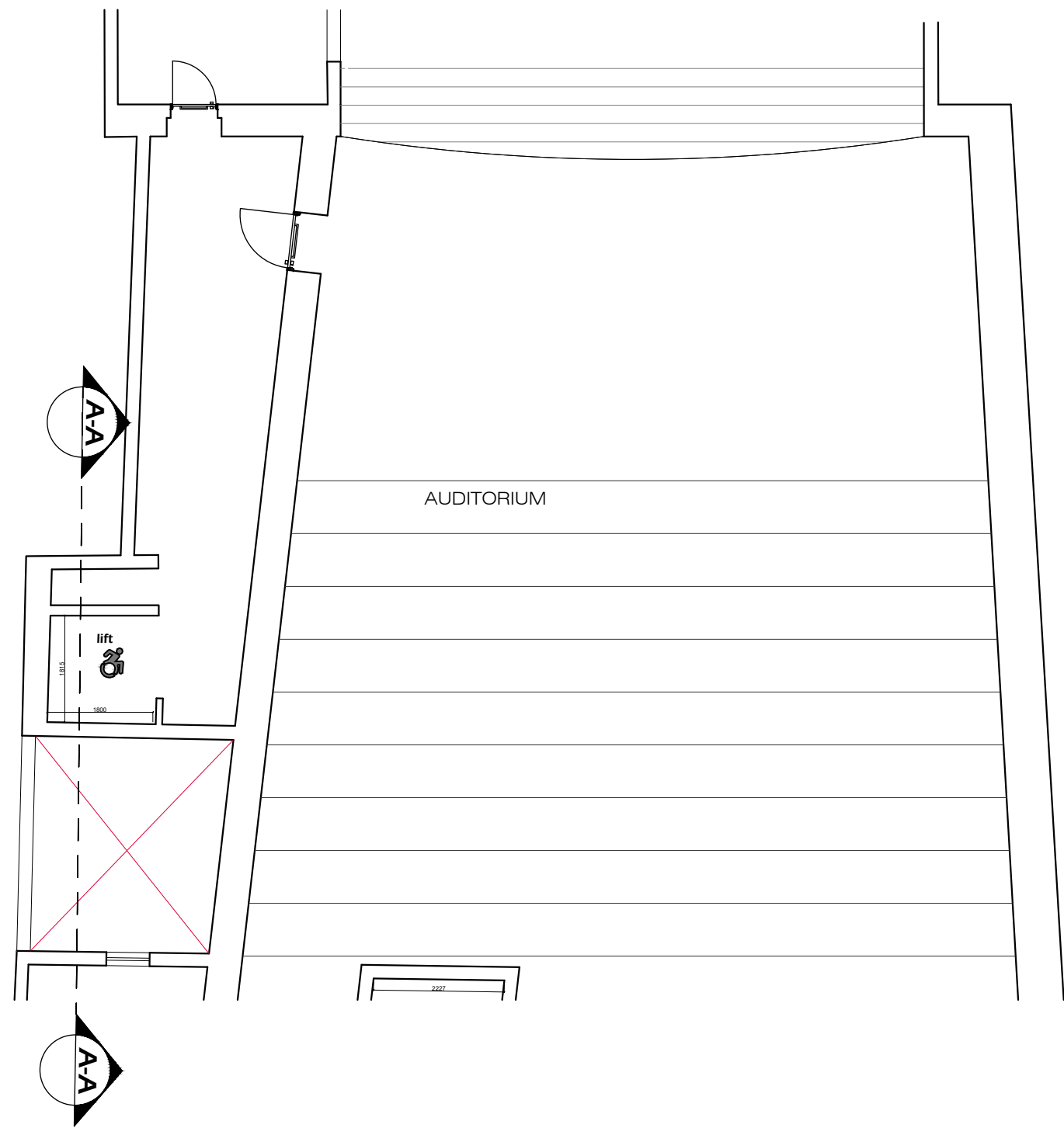
SECTION A-A
VERTICAL DIMENSIONS TO BE CHECKED ON SITE.



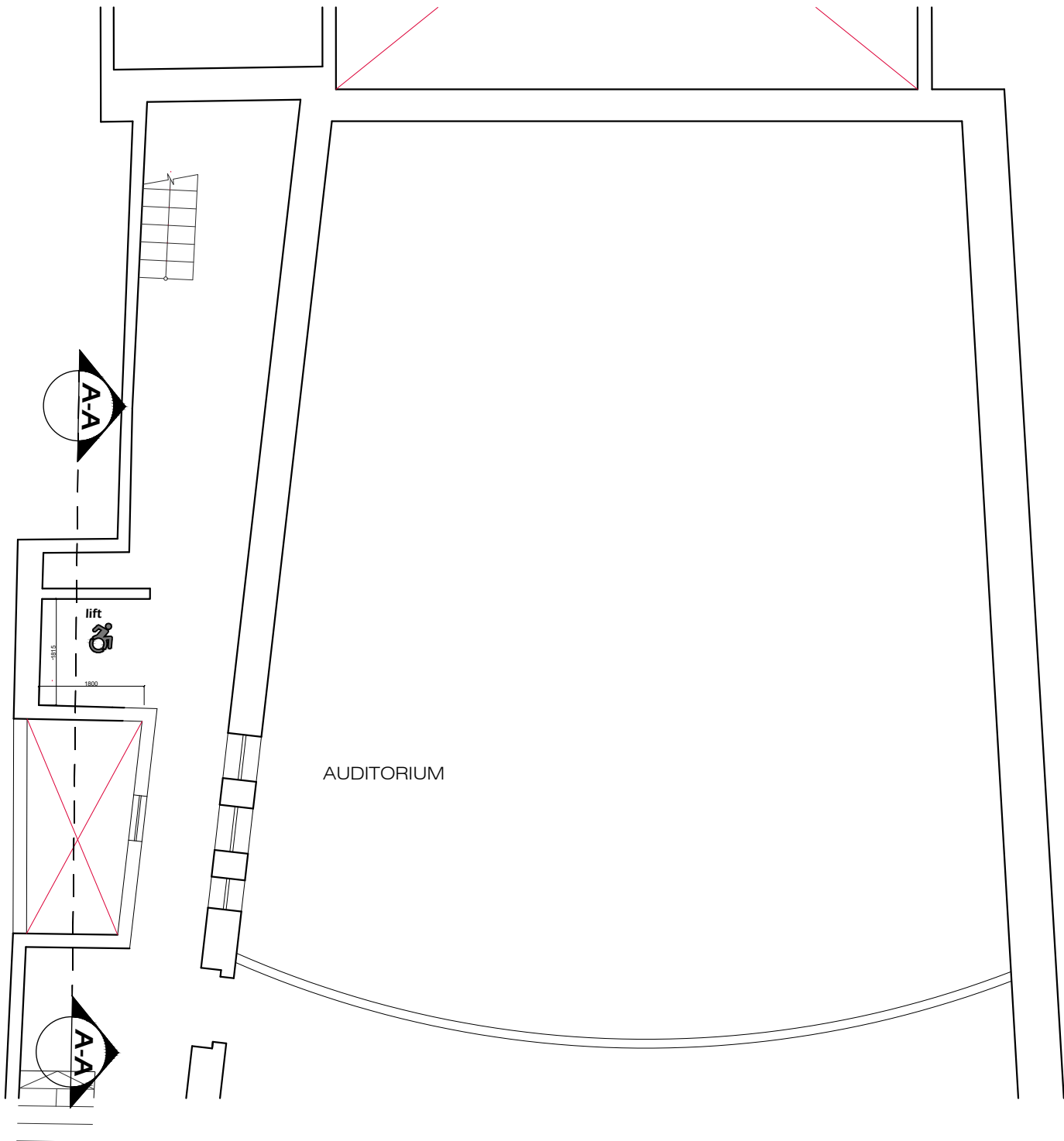
Ground Floor Plan



Intermediate Floor



First Floor Plan



Second Floor



Cor 951/Level 02 President John F Kennedy Sqr Victoria
www.dasarchitecturestudio.com t+356 21556330

NOTES
MEASUREMENTS TO BE CONFIRMED BY A SITE SURVEY.

PROJECT TITLE
To install an accessible for ALL
PASSENGER LIFT aligned with
CRPD standards

LOCATION
XEWKIJA PARISH
CENTER

CLIENT
XEWKIJA PARISH

DWG
EXISTING
PROPOSED

REF. NO.
TO1- elevator

DRAWN
PAUL DIMECH
CHECKED
XXXXXX XXXXXX
DATE
10/03/2026
SCALE
1:100