



REFERENCE NUMBER: MHA 001/2022/TEN

TENDER FOR THE SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF A PREFABRICATED SPORTS FLOOR FOR INDOOR USE AT THE NEW HANDBALL COURT IN HAMRUN.

This project is being financed through local funds.

IMPORTANT:

- No Bid Bond is requested for this tender.

Date Published: 19/09/2022

Deadline for Submission: 10/10/2022

at 13:00 hrs
CET/CEST

Tender Opening: 10/10/2022

At 13:30 hrs
CET/CEST

Malta Handball Association
National Pool Complex,
Maria Tereza Spinelli Street,
Gzira. GZR 1711. Malta

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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 *MHA Office Cottonera Sport Complex*. 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 €60,000 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 supply, delivery, installation and commissioning of a prefabricated sports floor for indoor use at the new Handball court in Hamrun

- 1.3 The place of acceptance of the supplies shall be at the Maria Assumpta Hamrun , while the time-limits for the execution of the contract shall be 8 weeks from signing of contract, and the INCOTERM<sup>2020</sup> applicable shall be **Delivery Duty Paid (DDP)**.
- 1.4 This is a unit-price contract.
- 1.5 This call for tenders is being issued under an open procedure.
- 1.6 The beneficiary of this tender is the Malta Handball Federation
- 1.7 This tender is not a reserved contract.

## 2. Timetable

2.

|                                                                                                                                                                                           | DATE       | TIME  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------|
| Clarification Meeting/Site Visit (Refer to Clause 6.1)                                                                                                                                    | 23/09/2022 | 14.00 |
| Deadline for request for any additional information from the NGO<br><br>Clarification requests should be addressed to: <a href="mailto:info@maltahandball.com">info@maltahandball.com</a> | 29/09/2022 | 9.30  |
| Last date on which additional information can be issued by the NGO                                                                                                                        | 3/10/2022  | 9.30  |
| 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)                           | 10/10/2022 | 12.00 |
| * 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 The project is financed from local budget funds.
- 5.2 The Contracting Authority of this tender is the Malta Handball Association.

#### **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 Maria Assumpta Hamrun Sports Complex to answer any questions on the tender document which have been forwarded in writing, or are raised during the same meeting. Minutes will be taken during the meeting, and these (together with any clarifications in response to written requests which are not addressed during the meeting) shall be posted online as a clarification note as per Clause 6.1 of the General Rules Governing Tendering.

#### **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 and submit the necessary documents as follows: <sup>(Note2)</sup>

- (i) No Bid Bond is required. <sup>(Note 1)</sup>
- (ii) Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment by submitting a declaration to this effect. <sup>(Note 2)</sup>
- (iv) Power of Attorney (if applicable)
- (vi) Information re Joint-Venture/Consortium <sup>(Note 2)</sup>

(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 and Method Statement*

a) Suitability <sup>(Note 2)</sup>  
(Not Applicable)

b) Financial and Economic Standing<sup>(Note 2)</sup>  
(Not Applicable)

c) Technical and Professional Ability<sup>(Note 2)</sup>

Provide data concerning subcontractors and the percentage of works to be subcontracted.

Any subcontractor proposed and disclosed at this stage shall be evaluated in line with the Exclusion and Blacklisting Criteria as per these Instructions to Tenderers. Furthermore, if the sub-contractor is relied upon by the Contractor to meet the standards established in the selection criteria, apart from submitting the relevant commitments in writing, such reliance will be evaluated to verify its correctness and whether in effect these criteria are satisfied.

It is being understood that if the information being requested regarding sub-contracting is left empty, it will be assumed that no sub-contracting will take place (0% subcontracting).

d) Quality Assurance Schemes and Environmental Management Standards<sup>(Note 2)</sup>

**(C) Technical Specifications**

(i) Tenderer's Technical Offer in response to specifications. <sup>(Note 3)</sup>

Bidder shall submit Tenderer's Technical Offer (Note<sup>3</sup>) and Method Statement

(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. <sup>(Note 2)</sup>

(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. <sup>(Note 3)</sup>

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 Financial Bid Form, and is to be calculated on the basis of **Delivered Duty Paid (DDP)<sup>2020</sup> (Grand Total)** for the 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.***

#### **9. Criteria for Award**

- 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.



## 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

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

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

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

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

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

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

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

***Article 4: Communications***

- 4.1 Further to what is stated in the General Conditions, following the last signature on the Contract, any communication should be made on:

Malta Handball Association.  
National Pool Complex,  
Maria Tereza Spinelli Street,  
GZR1711 Gzira, Malta  
e-Mail: [info@maltahandball.com](mailto:info@maltahandball.com)  
Telephone number: 35699461525 / +35699405835

The Contractor will be provided with full contact details of the Project Manager/ Representative of the Contracting Authority who will be in charge of this contract within two (2) days from date of last signature of contract. All correspondence shall include the contract reference number.

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

- 7.4 Upon contract commencement, the Contracting Authority (CA) will provide the Contractor with a copy of the necessary schematics, designs and plans related to the areas where the Handball Courts are going to be installed. The CA shall provide such drawings in case that they are necessary for the installation and in case that they are available for the site in question.

The contracting authority shall request any other documentation related to the installation of the court from the contractor.

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

- 8.3 The Contractor is to be solely responsible to obtain all the required permits and importation licenses required to fulfill the requisites and execute the contract in its entirety.

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

- 9.6 Sub-Article 9.6 is not applicable for Malta Funds.

***Article 10: Origin***

- 10.1 No Derogation is being imposed for the origin of supplies, though as indicated in Section 4 of the Technical Specifications, courts must be certified by the International Handball Federation and/or the European Handball Federation.

***Article 11: Performance Guarantee***

- 11.1 The Contractor shall, within 15 calendar days of receipt of the contract, sign and date the contract and return it together with a copy of the Performance Guarantee. The copy of the Performance Guarantee forwarded to the Central Government Authority is to be endorsed by the Contracting Authority prior to submission. The contract will not be endorsed by the Contracting Authority/Central Government Authority 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, and 10% where the amount of the total contract value is €500,000 or above.

Economic Operators have the possibility to provide the Contracting Authority with a Single Bond covering the performance guarantees for all the contracts with the same Contracting Authority. If an additional contract is awarded to a given contractor, which results in an economic operator's current cumulative contracts value to go beyond the contract value range currently covered by the Single Bond, the contractor is to be requested to; either submit a separate Performance Guarantee for the additional contract; or else submit a new Single Bond to cover the new total contracts value or submit an amendment to the original Single Bond specifying the new amount. If an Economic Operator chooses to make use of the Single Bond, he must submit a letter from the respective Contracting Authority specifying that the amount of the Single Bond covers the new Contract, otherwise the new Contract Agreement would not be signed.

11.3 The performance guarantee shall be in the format given in Section 5 and shall be provided in the form of a bank guarantee.

11.7 The Performance Guarantee shall be released within 30 days from Provisional Acceptance.

***Article 12: Insurance***

12.1 The handball Court including all its equipment must be fully insured until final delivery and installation and release of Provisional Acceptance certificate by the CA.

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

13.1 The Contractor shall submit a programme of performance of the contract for the approval of the Project Manager. The programme shall include an eight week programme from the commencement date including

- a) Manufacture
- b) Expected delivery date in Malta
- c) Installation period
- d) Completion of Assembly
- e) Performance test
- f) Cleaning process training
- g) Handover

This can be in the form of a Gantt chart

13.2 The above programme shall be submitted to the CA for approval within one (1) week from the last signature of the contract. The said program will then be reviewed by the CA, and in case needed, the Contractor shall be required to expedite or modify certain deadlines/ timeframes included.

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

14.1 Upon delivery, the Contractor must provide any manuals, drawings, designs and other documentation to the CA for their review and approval. This is applicable for each handball court procured.

14.7 Prior to the release of the Provisional Acceptance, all manuals, drawings, designs and other documentation must be provided to the CA in English

language. The Contractor is also obliged to provide such documentation in one (1) soft and one (1) hard copy.

***Article 15: Tender Prices***

15.1 No revision of prices shall be allowed during the execution of this contract.

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

16.1 Not Applicable

***Article 17: Patents and Licences***

17.1 As per General Condition

***Article 18: Commencement Order***

18.1 The Commencement date of this contract shall be the date of the last signature of the contract.

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

19.1 The period of execution of this contract is eight (8) weeks. Such period shall commence as stipulated in Article 18.1 of the special conditions and shall cover the period up till Provisional Acceptance.

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

22.11 Not Applicable

22.12 Not Applicable

***Article 24: Quality of Supplies***

24.2 Further to what is stated in the Technical Specifications in Section 4, the supplies shall be examined and approved by the representative of the CA, International Handball federation and/or European Handball Federation.

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

25.2 The Project Manager shall be entitled, from time to time, to inspect, examine, measure and test the components, materials and workmanship, and check the progress of preparation, fabrication or manufacture of anything being prepared, fabricated or manufactured for delivery under the contract, in order to establish whether the components, materials and workmanship are of the

requisite quality and quantity. This shall take place at the place of manufacture, fabrication, preparation or at the place of acceptance or at such other places as may be specified during the execution of the contract.

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

- 26.1 Payments will be made in Euro. This is a unit-price supplies contract, and the Contracting Authority is bound to procure 80% of the awarded Contract Value. Payments shall be authorised by the Contracting Authority and paid by the Treasury Department.
- 26.5 The Contractor must provide an invoice for the installed and fully approved handball court. On the invoice the Contractor shall include the Contract tender reference number in line with the details indicated on the Financial Offer.

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

- 28.1 The Contracting Authority shall pay the contractor sums due within 60 days of the date on which an admissible payment is registered, in accordance with Article 26 of these Special Conditions. This period shall begin to run from the approval of these documents by the competent department referred to in Article 26.1 of these Special Conditions. These documents shall be approved either expressly or tacitly, in the absence of any written reaction in the 30 days following their receipt accompanied by the requisite documents.
- 28.2 Once the deadline laid down in Article 28.1 has expired, the Contractor may, within two (2) months of late payment, claim late-payment interest:
- a) meaning simple interest for late payment at a rate which is equal to the sum of the reference rate and at least eight percent (8%);
  - b) on the first day of the month in which the deadline expired.

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

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

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



- 29.3 The necessary packaging shall become the property of the recipient subject to respect for the environment. In such case, the representative of the CA will inform the contractor what items shall be kept as property of the CA and what not.

***Article 31: Provisional Acceptance***

- 31.1 The handball courts shall be taken over by the CA provided that the necessary certification is acquired for each court. Upon full certification and inspection - as specified in Article 25 of these Special Conditions, the CA shall provide the Provisional Acceptance certificate once this is installed and certified.

***Article 32: Warranty***

- 32.1 The Contractor shall warrant that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials, unless otherwise provided in the contract. The Contractor shall further warrant that all supplies shall have no defect arising from design, materials or workmanship, except insofar as the design or materials are required by the specifications, or from any act or omission, that may develop under use of the supplies in the conditions obtaining in the country of the Contracting Authority.

The warranty shall remain valid for ten (10) years after provisional acceptance.

- 32.6 Specify any additional obligations under the warranty such as Maintenance Obligations.

***Article 33: After-Sales Service***

- 33.1 The contractor shall provide and secure the provision of reliable and regular after-sales for a period of 5 years after the release of the Provisional Acceptance Certificate.

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

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

***Article 37: Termination by the Contractor***

- 37.1 The Contractor may, after giving 14 days' notice to the Central Government Authority, terminate the contract if the Contracting Authority:
- a) fails to pay the Contractor the amounts due under any certificate issued by the Project Manager after the expiry of the deadline stated in the Special Conditions;
  - b) consistently fails to meet its obligations after repeated reminders; or
  - c) suspends the delivery of the supplies, or any part thereof, for more than 180 days, for reasons not specified in the contract or not attributable to the Contractor.

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

- 41.1 If no settlement is reached within 120 days of the start of the amicable dispute-settlement procedure, each Party may seek:
- (a) either a ruling from a Maltese court, or
  - (b) an arbitration ruling, in the case where the parties i.e. the contracting Authority and the Contractor, by agreement decide to refer the matter to arbitration.

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

### Technical Specifications

#### *General*

This tender is for the supply, delivery, installation and commissioning of prefabricated sports floor for indoor use at the new Handball court in Hamrun

It is very important that prospective bidders submit ALL the technical literature regarding ALL the items to be offered when submitting their tender bid. All literature is to be clearly labelled showing proposed model numbers cross-referenced to the individual items in the technical offer and in the Financial Bid (where applicable).

#### 1 - Objectives

Special Notes to the technical specifications: -

- a. For every item, the brand, model number and manufacturer name must be specified.
- b. Product offered must conform to the technical specifications provided in this document Specifications which are better may be accepted. If in doubt, bidders are advised to seek clarifications.
- c. The execution of the Contract shall be carried out in two (2) definite tasks.

**Task 1** - The installation of flooring is to be delivered and installed within eight **(8) weeks** from the date of the last signature on the contract.

**Task 2** - **Within one (1) week** from the date of the last signature on the contract, the Contractor will be called in for a meeting with the Contracting Authority, so as to confirm the colours the lines and the program of works.

The Contracting Authority's Project Co-ordinator must be presented with the list of equipment the Contractor intends to procure, so as to have this list approved in line with the technical specifications and their acquisition accordingly authorised, before the Contractor proceeds with the relevant order(s) from his principals.

- d. The Contractor shall be responsible to liaise and co-ordinate his tasks and works with other Contractors operating on-site, in order to complete the work within the specified time-limits for the execution of the contract. This may include tasks such as (but not restricted to) the modification/alteration of third-party enclosures/installations in order to fit the flooring.
- e. **Warranty** - The Contractor shall be fully responsible for the manufacturer's warranty in respect of the flooring being offered installed and commissioned. The warranty shall remain valid for **Ten (10) years**, from date of installation and commissioning wherein the contractor shall replace at his expense, which is proven to be defective even after commissioning. The warranty shall cover against all manufacturers' defects.
- **Drawings:** This document is supplied with a plan view of the court.
  - Drawings for Information Purposes ONLY - These drawings are for information purposes only and have been made available to serve as an indication to the bidders. These drawings have been included since works in this tender have to be made in conjunction with another tender.

## **2- Scope**

The provision of a prefabricated sports flooring for the new Handball Court in Hamrun.

### **2a Floor**

Such provisions include a Prefabricated floor for indoor use consisting of natural and synthetic rubber, calendared and vulcanized, with a total constant thickness of 3 mm (+/- 5%), supplied in rolls of 190 cm (+/- 5%) in width. The 1 mm (+/- 5%) thick wear layer, mass-coloured with a solid colour or tone-on-tone marbled effect, is vulcanized to a load-bearing substrate that is free from organic pigments and contains a minimum of 20% of recycled materials.

The product shall contain at least 5% of contaminant-free recycled materials, and about 10% of rapidly renewable materials. The biobased carbon content is approximately 25% of the total carbon footprint

The non-porous, smooth, matt and anti-glare surface shall have a surface hardness of no less than 85 Shore A, according to ISO 7619-1, which allows intensive use of the product and guarantees reduced accumulation of dirt and good adhesion of the most common marking paints and protective coatings.

The surface shall also have a natural antibacterial characteristic, without the addition of any biocidal ingredients inside the product.

The colour scheme and playing court lines should be as per article 9 (diagram) below.

**2b** The product shall be certified in compliance with International schemes and standards for Indoor Air Quality programs such as Greenguard Gold (UL Certification Program) and Environmental Product Declaration (EPD).

**2c** The flooring shall have an underlay of 4.5 mm (+/- 5%). The underlayment shall serve the purpose to stabilize and cushioning the finished sport flooring and it should be made of expanded PVC foam and reinforced with fibreglass. The underside in contact with the ground shall be slightly textured with small embossed stems that improve the total stability of the flooring system. The underlay shall be certified to be in compliance with European Standards EN 13984 ("Flexible sheets for waterproofing") including Declaration Of Performance (DoP, CE marking).

The two layers shall be combined together using an appropriate adhesive to provide a loose-laid system with a uniform thickness of 8.0mm (+/- 5%)

The flooring system shall have an excellent shock absorption for Handball use at the highest safety level. The use of the cushioned underlayment shall guarantee the athletic performance of the system and also provide protection against moisture coming from the existing concrete flooring.

#### **2d Responsibilities and approach.**

The Contractor shall provide a solution as described in this document. The Contractor shall have full responsibilities for all the implementation of the flooring solution. These include,

- measuring the site accurately
- prepare a detailed design including the colour scheme as indicated below.
- make sure that the material is ordered as per technical specification below
- cleaning the floor prior to the laying of the materials.

Any errors, omissions or ambiguities in this Documents shall be brought to the attention to the contracting authority's representative immediately for clarification. It is therefore the contractor's responsibility to ensure that the flooring system as being requested in this tender dossier, or any authorised changes thereof, fulfils the scope of the project.

The Contractor shall have a fully collaborative and open approach to the project, working closely together with SportMalta and the Malta Handball Association to achieve the best flooring systems.

### ***3- Installation***

The Contractor shall procure, lay and install all the permanent flooring layers as per the manufacturers recommendations and IHF and EHF regulations.

[https://www.ihf.info/sites/default/files/2022-04/13C%20-%20Floor%20Regulations\\_E%20%281%29.pdf](https://www.ihf.info/sites/default/files/2022-04/13C%20-%20Floor%20Regulations_E%20%281%29.pdf)

Any other additional bonding material , perimeter edge skirting material to complete the installation shall be included as part of the installation.

### ***4- Acceptance tests and handover***

All commissioning, demonstration and inspection activities shall be arranged in conjunction with the Sportmalta and the Malta Handball Association representatives.

Prior to handover of the completed system to the Contractor shall have thoroughly checked that the solution provided is certified by the International Handball Federation and/or the European Handball Federation. Certification of installation as per manufacturer's instructions by a certified third party organisation or by the manufacturing company of the flooring provided.

### ***5- Related work by others***

The Contractor shall attend coordination and project meetings to coordinate and assure the fitting and laying of the flooring-related work with other ongoing trades and works.

This includes all power supplies, grounding, electrical panels, power receptacles and interconnecting wiring. The Contractor shall review the implementation of the technical power and earthing system to help limit the risk of noise on the audio and video systems.

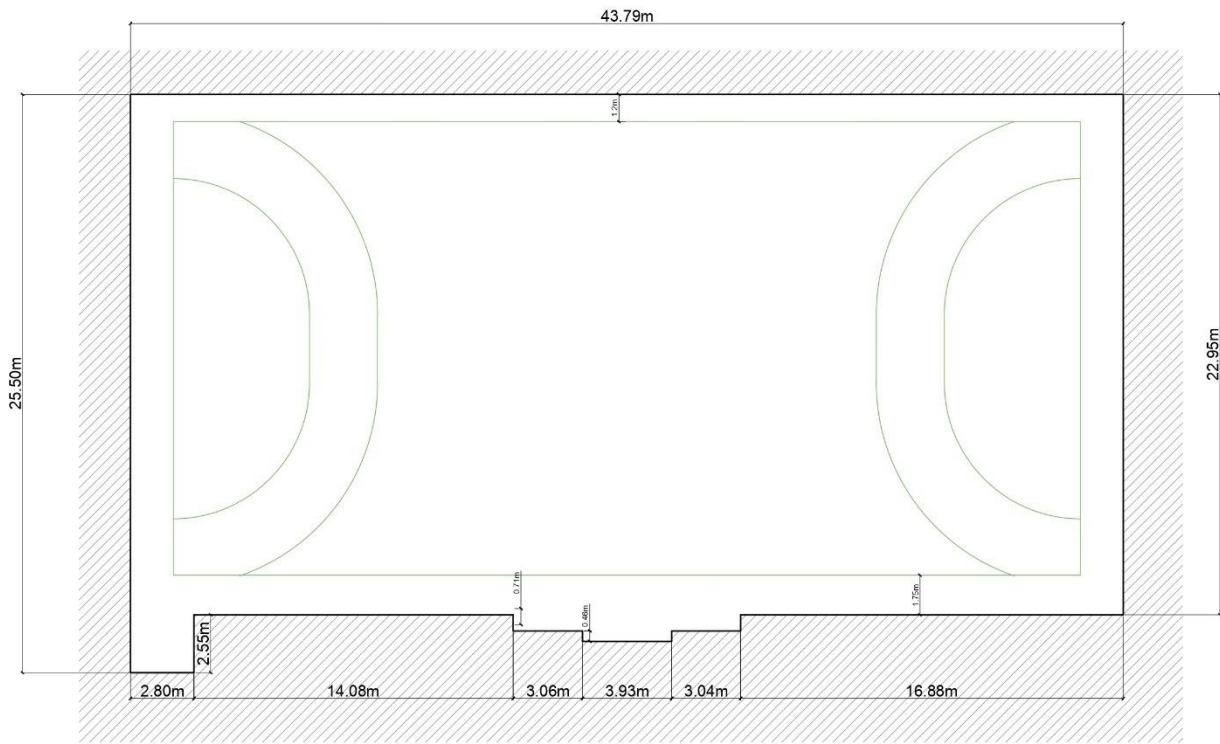
### ***6- Assembly and installation requirements***

The Contractor shall provide all equipment, items, articles, materials, and operations listed, mentioned in this Document, including all tools, labour, supervision and incidentals necessary and required for the completion of the works and the full and satisfactory operation of the flooring systems. Lifters and other access equipment is the responsibility of the Contractor.

**7- Technical Specification Required**

| <b>General Property</b>                       | <b>Standard</b>                               | <b>Unit of measure</b>            | <b>Required</b>                                       |
|-----------------------------------------------|-----------------------------------------------|-----------------------------------|-------------------------------------------------------|
| Size (Length x breadth)                       | N/A                                           | Meters (m)                        | 44.85 x 25.54 (+/- 5%)                                |
| Total thickness                               | EN ISO 24346                                  | Millimetres (mm)                  | 8.0 (+/- 5%)                                          |
| Mass per unit area                            | EN ISO 23997                                  | Grams per sqm (g/m <sup>2</sup> ) | 7450 (+/- 5%)                                         |
| <b>Sport Properties</b>                       | <b>Standard</b>                               | <b>Unit of measure</b>            | <b>Required</b>                                       |
| Slip resistance                               | EN 13036-4                                    | -                                 | 90                                                    |
| Shock absorption                              | EN 14808                                      | Percentage (%)                    | 30                                                    |
| Vertical deformation                          | EN 14809                                      | Millimetres (mm)                  | 0.9                                                   |
| Vertical ball behaviour                       | EN 12235                                      | Percentage (%)                    | 97                                                    |
| <b>Technical Properties</b>                   | <b>Standard</b>                               | <b>Unit of measure</b>            | <b>Required</b>                                       |
| Rolling load behaviour (1500 N)               | EN 1569                                       | Millimetres (mm)                  | 0.5 (no damage)                                       |
| Resistance to wear                            | EN ISO 5470-1 (H18 wheels, 1 kg, 1000 cycles) | Milligram (mg)                    | ≤ 1000                                                |
| Fire classification                           | EN 13501-1                                    | Class                             | CLASS C - s1 with or without adhesive                 |
| Specular gloss                                | EN ISO 2813                                   | Percentage (%)                    | ≤ 30                                                  |
| Resistance to indentation                     | EN 1516                                       | Millimetres (mm)                  | 0.5                                                   |
| Resistance to impact (mass 800 g; height 1 m) | EN 1517                                       | Millimetres (mm)                  | 0.5                                                   |
| <b>Other Properties</b>                       | <b>Standard</b>                               | <b>Unit of measure</b>            | <b>Required</b>                                       |
| Footfall sound absorption                     | ISO 10140-3/717-2                             | dB                                | 19                                                    |
| Dimensional stability                         | EN ISO 23997                                  | Percentage (%)                    | 0.001                                                 |
| Thermal resistance                            | EN 12667                                      | m <sup>2</sup> K/W                | 0.099                                                 |
| Thermal conductivity                          | EN 12667                                      | W/mK                              | 0.078                                                 |
| Volatile Organic Compounds (VOC)              | ISO 16000                                     | Class                             | Class A+ (Powerplay)<br>Class A+ (Everlay Protection) |
| Reduction of bacterial activity               | ISO 22196                                     | Percentage (%)                    | > 99,999 (E. Coli) > 99,999 (S. Aureus)               |
| Antibacterial activity                        | ISO 22196                                     | R                                 | 5,77 (E. Coli) 5,49 (S. Aureus)                       |

### 8- Dimensions

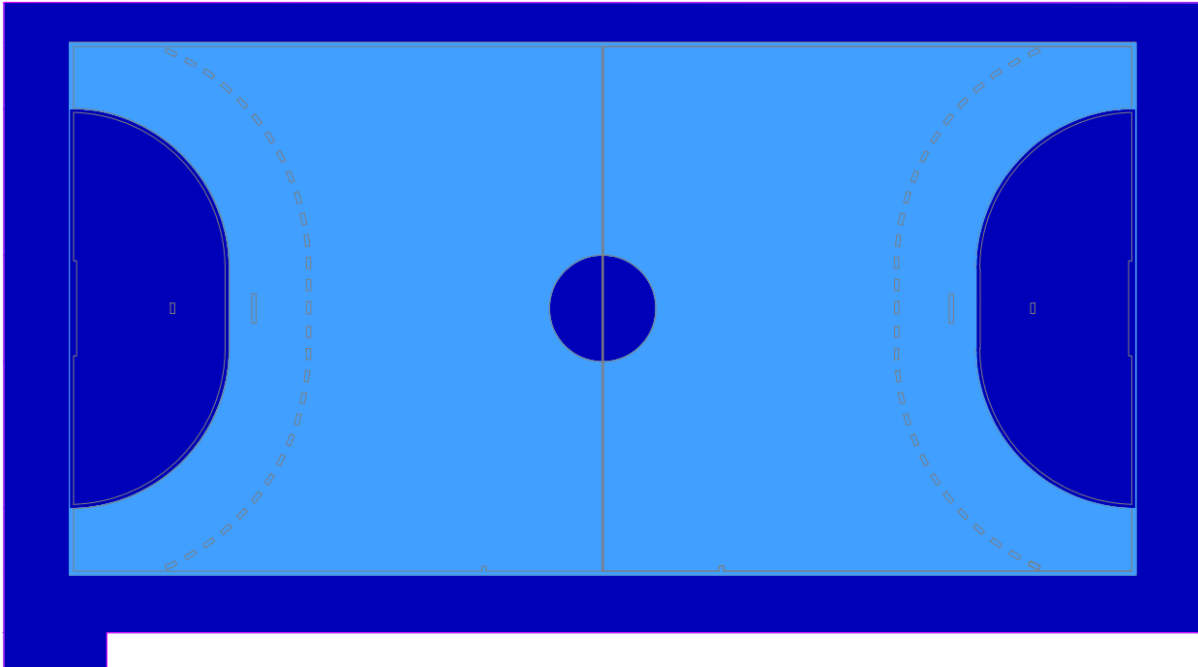


All dimensions are in meters (m)



**9- Colour Scheme and playing court lines**

9.1 Choice of final colors shall be decided with the winning bidder at a later stage.



9.2 The diagram above shall be considered indicative and not final.

## SECTION 5 - SUPPLEMENTARY DOCUMENTATION

### ***4.8 - 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 epps).

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

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

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

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

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

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

[www.etenders.gov.mt](http://www.etenders.gov.mt)

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

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