Closing Date: 24/09/2013 at 12:00 (noon)

**Date Published: 10/09/2013** 

SUBJECT: Quotation Request for the Servicing of Fire Extinguishers and Supply of New Fire Extinguishers

**Advert No: WSMQ 081/2013** 



# PRODUCT / SERVICE REQUIRED

- 1.1 The Company is receiving offers for the servicing of installed fire extinguishers and the supply and delivery of new fire extinguishers. The operation of the contract however shall be valid for the duration of six (6) months. Subject to satisfactory performance by the Contractor, the Contracting Authority shall reserve the right to extend the contract period by a further six (6) months. The prices/rates quoted shall remain valid for the whole contract period, including the optional extension period, accordingly.
- 1.2 Items offered should abide strictly with the minimum standards listed in the technical specifications shown in sub-clause 1.5.1.
- 1.3 The company reserves the right to choose any of the items or services listed in these specifications and is not bound to take all items or services. Items or services ordered may vary from time to time as and when required. If the need arises for any particular item or services not here requested for, the company may seek to ask for a quote from other suppliers.
- 1.4 The quotation shall be awarded to the cheapest technically compliant tenderer on the basis of the overall value i.e. Overall Total for Lots 1 and 2.

#### 1.5 Lot 1 – New Fire Extinguishers

1.5.1. Technical specifications for the new fire extinguishers required on an as and when required basis are as follows:

#### A) ABC Powder Fire Extinguishers

- 1. Certified to EN 3.7 standards and bearing CE marking
- 2. Cylinder to be approved according to PED 97/23 EC
- 3. The cylinder should be coated with a high grade, weather resistant synthetic polyester resin varnish.
- 4. The lever valve should have a brass body with pressure gauge, check valve and controllable releasing lever.



- 5. The extinguishing agent should be high grade ABC dry powder
- 6. The propellant should consist of nitrogen and helium
- 7. The hose should be weather and UV resistant
- 8. The fire extinguisher should have a steel wall bracket

#### B) Pressurized foam fire extinguishers

- 1. Certified to EN 3.7 standards and bearing CE marking
- 2. Cylinder to be approved according to PED 97/23 EC
- 3. The cylinder should be coated with a high grade, weather resistant synthetic polyester resin varnish
- 4. The lever valve should have a brass body with pressure gauge, check valve and controllable releasing lever
- 5. The extinguishing agent should be foam (water + 3% aqueous film forming foam) which produces a gas-tight covering on the liquid surface in order to prevent reignition
- 6. The propellant should consist of nitrogen and helium
- 7. The hose should be weather and UV resistant with special nozzle for foam
- 8. The fire extinguisher should have a steel wall bracket

#### C) Carbon dioxide fire extinguishers

- 1. Certified to EN 3.7 standards and bearing CE marking
- 2. Cylinder to be approved according to PED 97/23 EC
- 3. The cylinder should be coated with a high grade, weather resistant synthetic polyester resin varnish.



- 4. The lever valve should have a brass body with integrated safety device and controllable releasing lever.
- 5. The extinguishing agent should be carbon dioxide, neutral, colourless and odourless, non-toxic gas, electrical non-conductive, extinguishing without residues
- 6. The hose should be high pressure with snow horn.
- 7. The fire extinguisher should have a steel wall bracket.

#### D) Optional Item

- 1. Steel or plastic wall mounting lockable cabinets for fire extinguishers.
- 2. I.D. Sign
- 3. Replacement Glass for standard steel cabinet
- 1.5.2. Bidders are to submit offers for all the range of sizes available for all types of fire extinguishers required. Each cylinder should have a label indicating specifications in the English language.
- 1.5.3. The delivery of each fire extinguisher must be accompanied by a certificate of all the specifications described. This certificate should be submitted to the Company's Health and Safety Officer.

#### 1.6 Lot 2 – Servicing of Fire Extinguishers

- 1.6.1. The Company has in its possession a number of fire extinguishers of various types and sizes. As per relevant legislation and good practice standards, these fire extinguishers need to undergo scheduled (ordinary) and unscheduled (extraordinary) servicing.
- 1.6.2. The preferred bidder shall be responsible for:
  - 1. Picking up of fire extinguisher/s from the Company's various sites as instructed;



- 2. Provide Temporary fire extinguisher/s during the service in the warehouse
- 3. Provide new fire extinguishers to replace unserviceable ones
- 4. Servicing of fire extinguishers (all consumable parts included)
- 5. Delivery of serviced fire extinguishers to the site
- 6. Submit to the Company's Health and Safety Officer an original copy of certificate indicating the type of service conducted and all the information related to each fire extinguisher (serial number of cylinder, powder, etc.)

#### 1.7 Lot 3 – Refilling of Fire Extinguishers

- 1.7.1 The preferred bidder shall be responsible to refill fire extinguishers with the correct type of extinguishing medium in the event that:
  - i. The fire extinguisher has been utilised in the case of emergency
  - ii. The content of the fire extinguisher has deteriorated or depleted over time and the extinguishing medium needs to be replaced

Provided that in the event of (ii) above, the Contractor shall immediately submit a report to the Officer in Charge and obtain approval/confirmation accordingly.

#### 1.8 **Contract Conditions**

- 1.8.1. Bidders shall also furnish all relevant technical literature in English for each item offered, including the evidence that the items conforms to the relevant European Standards where applicable. Failure to comply with the requirements of this clause shall disqualify the offer.
- 1.8.2. The Bidders cannot, directly or indirectly, subcontract or handover any part of this contract without the written permission granted by the CEO of the Company, following a written request to this effect by the Bidders.
- 1.8.3. The successful Bidders should deliver each order to the site indicated by the Company within 5 days from the receipt of the order by fax or email from the Company's representative. A delivery note should accompany each delivery and should be endorsed by WasteServ's representative upon receiving the items. An invoice should be issued within 7 days from the delivery of the items and should



attach a copy of the delivery note.

- 1.8.4. If the items delivered are different from the items ordered, the tenderer should replace the items within 2 days from receiving the order.
- 1.8.5. The price for the ordinary maintenance of fire extinguishers shall be deemed to include for the replacement of standard parts or consumable items, excluding the safety seals and nitrogen which are to be quoted separately. Claims for extra charges in respect of such replacement parts shall not be entertained.
- 1.8.6. In the event that damaged parts are identified during ordinary or extraordinary maintenance, the Contractor shall immediately report to the Contracting Authority the damages found and request prior authorization to procure the spare parts required. In such an event, the Contractor shall source such parts from the local open market in the first instance, and shall resort to the procurement of such parts from the manufacturer's local agent only if such parts are of a proprietary nature.
- 1.8.7. The company expects that the quality of the items offered remains the same throughout the implementation of this contract. If the quality of the items does not remain the same, the Company may issue a letter of warning which may lead to a penalty of €500 after 3 warnings and if the problem does not rectify, this may lead to the termination of the contract.
- 1.8.8. A daily penalty of €10 shall be charged to the contractor if he/she fails to deliver the consignment within the stipulated timeframe as described in this document. The daily penalty may be applied for a period of not more than thirty (30) days during which period the Company may terminate the contract and award the contract to other bidders competing in the same tender. In so doing, the Company will request the payment of the penalties incurred and reserves the right to ensure such payment by all legal means.
- 1.8.9. Payment will be issued within 60 days from the issue date of the invoice.

#### 1.9 **General Conditions**

1.9.1. This Period Contract shall be read, governed and construed in accordance with the Laws of Malta and any controversy, dispute or claim in relation thereto shall be submitted to final and binding arbitration in terms of Part IV of the Arbitration Act (Chapter 387 of the Laws of Malta). Any reference in the attached General



Conditions to other arbitration procedures shall not apply.

- 1.9.2. The tenderer shall assume full responsibility and accountability, according to the current legislation, concerning the Health and Safety of his/her employees and/or his/her sub-contractors, including any third parties involved in the execution of this tender.
- 1.9.3. The tenderer shall be bound to conform with the Occupational Health and Safety Authority Act 2000 (Cap 424) and to all regulations/legal notice that from part of this Act; as well as any other national legislation, regulations, standards, and/or codes of practices in effect during the execution of the contract, regarding health-and-safety issues, as they apply for the contractor's particular operating situation and nature of work activities.
- 1.9.4. The attached 'General Conditions of Contract for the Supply of Materials and Other Articles', and the 'General Conditions Governing the Employment of Labour in Connection with Government Contracts' in so far as they are not inconsistent with the above specifications and conditions, shall also apply.
- 1.9.5. Prospective bidders shall make sure to meet the deadlines as shall be given by the Officer in Charge. Failure to abide with this clause, the Company will reserve the right to stop the works/services disqualify the offer.
- 1.9.6. The interested bidders are being requested to fill in the below schedule of rates and bidders details, enclose them in an envelope with the name of the advert clearly marked on it and deposit it in the Tender Box by not later than Tuesday 24<sup>th</sup> September 2013 at 12.00 pm. **Any offers received after 12.00 will be strictly not accepted.**
- 1.9.7. Bidders requiring clarification or interpretations of the Quotation Request shall send their clarification via e-mail on **contracts.ws@wasteservmalta.com** which shall reach the Chief Executive Officer at least three (3) working days prior to the date of receipt of Quotations. Any request after this date shall not be accepted.
- 1.9.8. It is in the bidders' interest to periodically check the WasteServ website for any updates.
- 1.9.9. Environmental Policy of the respective WasteServ facility can be found on the company website. Awarded suppliers/contractors are expected to be aware of and observe the environment policy of the facility where the work is being conducted and/or where the service is being provided.



### **LOT 1 – TECHNICAL SPECIFICATIONS FORM**

(To be completed by the Bidder or Authorised Representative)

Failure to fill in the form, or a form with incomplete information, or a form containing ambiguous information will disqualify the offer.

Item No.	Item description	Standards to which items offered are compliant
А	ABC Dry Powder Fire Extinguishers	
В	Foam Fire Extinguishers	
С	Carbon Dioxide Fire Extinguishers	
	77. 1	D .
Name of	Tenderer:	Date:
	I.D. No.:	Signature:



# SCHEDULE OF Prices – Lot 1 – New Fire Extinguishers

(To be completed by the Bidder or Authorised Representative; Bidders are to indicate the range of sizes available and should indicate the price for each size)

Item	Description	Price per unit in € excl VAT
Α	ABC Dry Powder Fire Extinguishers	
A1	1 kg	
A2	2 kg	
А3	4 kg	
A4	6 kg	
A5	9 kg	
A6	Ca. 135 kg	
	Others (please specify)	
В	Foam Fire Extinguishers	
B1	6 ltr	
B2	9 ltr	
	Others (please specify)	



С	Carbon Dioxide Fire Extinguishers	
C1	2 kg	
C2	5 kg	
	Others (please specify)	
D	Optional Items	
D1	Steel or plastic wall mounting lockable cabinets for fire extinguishers.	
D2	I.D. Sign	
D3	Replacement Glass for standard steel cabinet	
Others (please specify)		
Total for It	ems A1-A5, B1-B2, C1-C2, D1-D3 in € excl VAT	
	18% VAT	
	Overall Total in € incl VAT	
Name of To	enderer:	Date:
I.D. No.:		Signature:



### **SCHEDULE OF Prices – Lot 2 – Maintenance**

(To be completed by the Bidder or Authorised Representative)

Item	Description	Qty	Rate per unit in € Excl VAT	Total Cost in € excl VAT
Α	ABC Dry Powder Fire Extinguishers			
A1	1 kg	2		
A2	2 kg	5		
А3	4 kg	7		
A4	6 kg	64		
A5	9 kg	8		
A6	135 kg	2		
В	Foam Fire Extinguishers			
B1	6 ltr	13		
B2	9 ltr	23		
С	Carbon Dioxide Fire Extinguishers			
C1	2 kg	33		
C2	5 kg	35		
D	Water Fire Extinguishers			
D1	9 ltr	1		
E	Safety Seal	100		
F	Nitrogen	100		
18% VAT				
Overall Total in € incl VAT				

N.B. 1. The quantities above are indicative and, together with the Overall Total, for evaluation purposes only.

2. Unit prices for maintenance shall exclude the replacement of the safety seal and the nitrogen which are to be quoted separately under Items E and F respectively.

Name of Tenderer:	 Date:	
I.D. No.:	 Signature:	



# SCHEDULE OF Prices - Lot 3 - Refilling

(To be completed by the Bidder or Authorised Representative)

Item	Description	Unit	Rate per unit in € Excl VAT
Α	ABC Dry Powder Fire Extinguishers	Kg	
В	Foam Fire Extinguishers	Ltr	
С	Carbon Dioxide Fire Extinguishers	Kg	
D	Water Fire Extinguishers	Ltr	

N.B.	1.	The rates	above	shall	not	be	used	for	evaluation	pur	poses.

Name of Tenderer:	 Date:	
I.D. No.:	 Signature:	

<sup>2.</sup> Unit prices shall be applied as and whenever refilling services are necessary.



### **BIDDERS DETAILS**

Name of Bidder/Company	
Address	
VAT Registration Number (if applicable)	
Name of Contact Person	
Telephone/Mobile No.	
E-mail Address	
Signature	
Date	