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Ref No.: RFP009/2016

**REQUEST FOR PROPOSALS FOR THE DESIGN, SUPPLY,
INSTALLATION AND MAINTENANCE OF BUS SHELTERS IN
MALTA AND GOZO AND MAINTENANCE OF EXISTING BUS
SHELTER CANOPIES**

Date Published: 28th October 2016

Deadline for Submissions: 9th January 2017 **at 10:00am CET**

Bid Bond: Five thousand Euro (€5,000)

Cost of the Tender Document: Free of Charge

IMPORTANT:

- Bidders are to ensure that the mandatory guarantee (Bid Bond) of €5,000 is to remain valid up to and including 31st July 2017

Transport Malta is the Authority for Transport in Malta set up by Act XV of 2009
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INTRODUCTION

Transport Malta is desirous to receive proposals from persons or entities who are interested to provide the following:

- THE DESIGN, SUPPLY, INSTALLATION AND MAINTENANCE OF UP TO 500 ADVERTISING BUS SHELTERS IN MALTA AND GOZO;
- MAINTENANCE OF EXISTING BUS SHELTER CANOPIES

hereafter being referred to as the Scheduled Public Transport Network Infrastructure.

These bus shelters and bus shelter canopies will be located on the existing scheduled public transport route network in Malta and Gozo. The duration of this concession will be for a period of 20 years from the date of contract signature.

1. DEFINITIONS

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|---|---|
| 1.1 Advertising Bus Shelter | Advertising Bus shelters are defined as roofed structures sited near a location designated by the competent authorities for the collection of passengers by motor route buses that are employed as public transport vehicles, and which structure is intended primarily for the convenience and protection of such passengers”. |
| 1.2 Advertising Bus Shelter
“Standard” | As per clause 1.1 of this Request for Proposals typically having two side panels of a depth of between 1,175mm and 1,200mm and a back. |
| 1.3 Advertising Bus Shelter
“Half Width” | As per clause 1.1 of this Request for Proposals typically having two side panels of a depth of between 600mm and 750mm. |
| 1.4 Advertising Bus Shelter
“Walk Through” | As per clause 1.1 of this Request for Proposals having a front and a back panel with no sides. Depth of such shelters depends on the space available. |
| 1.5 Advertising Bus Shelter
“Canopy” | Structure that typically has a back and a roof having a front and a back panel with no side panels. |
| 1. 6 Bus Stop | A place on a bus route, marked by a bus stop pole at which buses stop for passengers to alight and board. |
| 1.7 Base Work | Structural works which support the installation of bus shelters and the adjoining bus stop infrastructure. |
| 1.8 “Authority” | The Authority for Transport in Malta established by Chapter 499 of the Laws of Malta or its successor in terms of law. |

- 1.9 Operator Private entity that operates the Scheduled Public Transport Service in Malta and Gozo.
- 1.10 Framework Agreement CT2003/2013 or CT2107/2016 - Framework Agreement for the Construction and maintenance of roads in different localities in Malta and Gozo on behalf of Transport the Authority for Transport in Malta, as applicable.

2. Background and Purpose

- 2.1 The scheduled public transport service in Malta and Gozo is operated under a Concession Agreement by a private operator. In delivering the service, the Operator uses 1,990 bus stops which are located on the scheduled public transport network in Malta and Gozo. These bus stops are owned by the Authority.
- 2.2 There are over 500 bus stops on the scheduled public transport network which have bus shelters installed on them. Most of these shelters are operated on a similar model as is being proposed in this RFP.
- 2.3 The Authority is desirous to:
- a. Install new advertising bus shelters on bus stops which currently do not have a bus shelter;
 - b. Replace a number of existing bus shelters which the Authority deems that they require replacement;
 - c. Maintain existing bus shelter canopies.
- 2.4 Model

The model which will be adopted by the Authority in order to reach the objective as stated in clause 2.3 of this RFP will be as follows:

- a. The successful Proponent shall design, supply, install and maintain up to 500 advertising bus shelters of different sizes, as directed by the Authority on the scheduled public network in Malta and Gozo at his own cost.
- b. The successful Proponent shall also maintain and repair at its own cost bus shelter canopies located at seven different locations, and any new such canopies that the Authority may install during the course of this concession, located in different localities in Malta and Gozo;
- c. All revenues generated from advertising from both the bus shelters installed by the successful Proponent and from bus shelter canopies as listed in clause 2.4.b will be retained by the successful Proponent;
- d. The term of this concession is of 20 years from the signing of the contract. At the end of this period, the bus shelters installed under this concession agreement, will become the property of the Authority.

3. Validity of Proposals

- 3.1 Proposals submitted by Proponents shall remain valid and binding on the Proponent for six (6) months from the final closing date for the submission of Proposals.
- 1.2 Transport Malta may request Proponents to extend the period of validity of their respective Proposals for an additional period, and failure by any Proponent to comply with such request may result in the exclusion of such Proponent from the RFP Process.

4. Bid Bond

- 4.1 Each Proposal must be accompanied by a bank guarantee (hereinafter referred to as the "Bid Bond") in favour of Transport Malta, in accordance with the following provisions and in the form prescribed in Appendix 4 .

The Bid Bond, amounting to Five thousand Euros (€5,000), must be valid till 31st July 2017.

- 4.2 The guarantee must be issued by a local Maltese Bank or a Financial Institution licensed by a recognized Financial Regulator in the country where the company is located and who assumes responsibility for claims and payments to the amount as stated above.
- 4.3 The Bid Bond is intended to secure the due and proper performance by the relative Proponent of all obligations assumed by him/her in pursuance of this RFP including, without limitation, his/her obligation to renew the Bid Bond as provided in this document and as security that the respective Proponent will not, during the validity period of the Bid Bond, withdraw, alter or qualify his submission. The Bid Bond is also intended as security that the respective Proponent, if he is chosen as the Successful Proponent, will enter into the Concession Agreement when called upon to do so.
- 4.4 Should a Proponent be in default of his obligations mentioned above or should he withdraw, alter or qualify his submission during the validity period of the Bid Bond, or should the Successful Proponent refuse to enter into the Concession Agreement as aforesaid or to furnish the relative Performance Security referred to later in this document, then Transport Malta shall have the right to call on the Bid Bond and the amount of such Bid Bond shall be forfeited to the Authority as liquidated damages and not as a penalty and the Proponent and/or the Successful Proponent, as the case may be, shall have no right to contest the forfeiture of the said Bid Bond in favour of the Authority in any court of law.
- 4.5 If a Proponent is notified in writing by the Authority that his submission has been rejected, the said Proponent shall be entitled to have the Bid Bond furnished by him released and returned to the relative issuing bank, within twenty (20) days from the

receipt of such notice, notwithstanding that by such time the Bid Bond validity period would not have expired.

5 Performance Security

- 5.1 Concurrently with the execution of the Concession Agreement, the Successful Proponent shall deliver an unconditional and irrevocable, on-demand prime bank guarantee ("**Performance Security**") in favour of Transport Malta to secure the due performance of all its obligations under this RFP and pursuant to the Concession Agreement, in accordance with the following provisions and in the form prescribed in Appendix 5 hereto.
- 5.2 The amount of the Performance Security shall be twelve thousand Euros (€12,000)
- 5.3 The Performance Security shall be valid for a period commencing from the Effective Date of the contract and ending three (3) months after the term of the Concession Agreement.
- 5.4 The guarantee must be issued by a local Maltese Bank or a Financial Institution licensed by a recognized Financial Regulator in the country where the company is located and who assumes responsibility for claims and payments to the amount as stated above.
- 5.5 Should the Successful Proponent be in default of any of its obligations to be undertaken by it under or in pursuance of the Concession Agreement, then Transport Malta shall have the right to call on the Performance Security and draw down an amount or separate amounts thereunder to compensate (in whole or in part) for its loss or damage due to such failure, without prejudice to the Authority's other remedies at law or under contract.
- 5.6 Whenever Transport Malta makes a withdrawal of any amount under the Performance Security, it shall communicate such fact to the Successful Proponent and the Successful Proponent shall procure that, by not later than fifteen (15) days from the aforesaid communication, the Performance Security is amended by the bank which issued the same, so that the amount thereof is increased by the amount so withdrawn as if no such withdrawal has been made. The Performance Security will be released six months on the expiration of the contract.

6. Process for Submission of Proposals

- 6.1 Timetable

	DATE	TIME
Clarification Meeting/Site Visit	n/a	n/a
Deadline for request for any additional information from the Contracting Authority by email on tenders.tm@transport.gov.mt	25 th November 2016	1600 hours
Last date on which additional information are issued by the Contracting Authority on the Transport Malta website www.transport.gov.mt	16 th December 2016	1600 hours
Deadline for submission of RFPs (unless otherwise modified by the Authority)	9 th January 2017	1000 hours
RFP Opening Session (unless otherwise modified by the Authority)	9 th January 2017	1000 hours
* All times Central European Time (CET) / Central European Summer Time (CEST) as applicable		

6.2 Transport Malta may, at its own discretion, extend any one or more of the above deadlines. In such cases, all rights and obligations regarding the original date specified in this RFP will be subject to the new date.

6.3 Proponents shall communicate with Transport Malta for the purpose of requesting information and clarifications, or for any other purpose relating to the RFP Process, only through tenders.tm@transport.gov.mt. No other means of communication shall be allowed. Transport Malta reserves the right to disqualify any Proponent whom it deems to be in breach of this condition.

6.4 Bidders are notified that any interpretations, corrections or changes to the RFP will be notified via the respective Clarification Notes published on the Transport Malta website, accessible on <http://www.transport.gov.mt/organisation/procurement>.

Clarification notes will constitute an integral part of the RFP documentation, and it is the responsibility of bidders to visit this website and be aware of the latest information published online prior to submitting their bid.

7. The Request for Proposal

The successful proponent will enter into an agreement with Transport Malta valid for a period of 20 years from the date of this contract (hereinafter referred to as 'the Term').

The elements of this RFP are the following:

- Design, supply, installation and maintenance of up to 500 bus shelters;
- Administration of advertising and maintenance of existing and new bus shelter canopies which the Authority may put up during the course of this concession.

7.1 Bus Shelters

Bus shelters are defined as roofed structures sited near a location designated by the Authority for the pick-up and drop-off of passengers by motor route buses that are employed as public transport vehicles, and which structures are intended primarily for the convenience and protection of such passengers”.

- The successful proponent shall erect up to a total of 500 bus shelters, during the course of this concession, in various localities in Malta and Gozo as would be directed by the Authority;
- The Successful Proponent will be allowed to install Advertising Panels as indicated in Appendix 1. The revenues generated from advertising will be retained by the Successful Proponent;
- Transport Malta reserves the right to instruct the Successful Proponent to remove any advertising material which is deemed to be of an offensive nature and/or to be against public order or public morals and/or containing political messages or connotations and/or to be in violation of any law or regulation;
- Costs relating to the design of the bus shelters, structure, transportation, installation, cleaning and maintenance will be borne by the Successful Proponent. The structures will remain the property of the Successful Proponent for the duration of the Term provided that at the expiration of the Term or earlier determination of the Contract, the said structures shall automatically become the property of Transport Malta.
- All expenses relating to the bus shelters which include utility bills and applications to install electricity meters are to be borne by the successful Proponent;
- Once the Successful Proponent is identified and notified by the Authority, the successful Proponent is to obtain the necessary designs approvals from the appropriate entities which include Planning Authority two months from notification. Contract with the Successful Proponent will be signed once these approvals are in hand;
- The successful Proponent is to retain adequate stock of spare parts in order to be able to affect maintenance of the bus shelters efficiently within the timelines indicated in clause 9;
- Bus shelters are to be insured against third party risks. The Authority will not be held responsible for any claims which may be made by third parties and/or the successful Proponent. The policy shall name the Authority as additional assured with the inclusion of a cross liability article such that the insurance shall apply to the Prospective Proponent and to the Authority as separate insured bodies;

- i. Green initiatives are to be included in Form 1 of this Request for Proposals;
- j. The Bus Shelter installation program will commence by not later than 4 months from the signing of this contract following discussions with the Authority. The list of the initial 51 bus shelters to be installed is indicated in Appendix 2;
- k. The type of shelter to be erected will be determined by the Authority after consultation with the successful proponent;
- l. The successful Proponent assumes all liability and shall indemnify, reimburse and hold the Authority, its officers, agents, employees, directors, contractors, and sub-contractors free and harmless from and against any and all losses, costs, claims, damages, suits, penalties, judgments or causes of action including costs and expenses incidental thereto, for and on account of property damage and/or any damages to third parties, including transport proponents;
- m. No bus shelter can be removed from any site except at the explicit request of the Authority.

7.1.1 Technical Description (please also see Appendix 3-Notes of Guidance)

For the purpose of this request for proposal, a bus shelter is described as a

- Structure intended to offer waiting public transport service passenger shelter against rain, and splashes from passing vehicles and provide protection against direct sunlight. The structure should consist of 3 side glass panels, one of which can host an advertising panel and roof which must be designed to protect waiting passengers from direct sunlight;

or

having one or two glass panels (front and back or back only) where the back panel can host an advertising panel and roof which must be designed to protect waiting passengers from direct sunlight.

- Has a bench on which waiting passengers can sit;

The bus shelters need to comply with the Accessible Public Transport Infrastructure Policy Design Guide extracts of which can be found in Appendix 1.

7.1.2 The structure (bus shelter) shall be as follows

- designed to the relevant Eurocodes for a minimum serviceable life of twenty (20) years. The UK National Annexes or equivalent shall be used wherever the Malta National Annexes are pending publication.
- Note for wind loading: MIA weather data (informative): Highest mean wind gust – 24 m/s; Highest wind gust – 37 m/s

Corrosion Protection

The corrosion protection shall be for the following exposure categories:

Note: The exposure categories are those indicated in EN ISO 12944-2.

Coastal areas exposed to high salinity:	Class C5
Others:	Class C3

a. Level of protection and comfort level

A main requirement will be the level of protection and the comfort benchmark of the micro-climate within the structure. The proposed design will need to ensure that users will not be forced to seek refuge from the elements (sunlight, heat, wind, rain) outside of the shelter rather than within.

b. Glass Panels

The Bus Shelter glass panels must comply with the following minimum specifications:

- Material: Laminated safety glass or Toughened safety glass. To comply with EN 12600, Class 2B2
- Size / Thickness: 1100x1100mm / 8mm; 2250x2250mm / 10mm
- Solar heat gain coefficient not more than 0.4 (ISO 15099)
- UVA/UVB Block (ISO 9050 / EN 410): 99% minimum
- Mitigation of glare: Site specific mitigation wherever specular reflectance exceeds 12% and affects oncoming driver vision. This may take the form of UV resistant adhesive sheeting.
Glass awareness safety markings: Contrast bands are required

The Authority may consider the use of alternative translucent material other than glass having equivalent or superior performance characteristics.

c. Roof

Same as above. Additionally: the roof of the bus shelter must be constructed of material:

- Having a visible light transmittance not greater than 10%.
- Having a solar heat gain coefficient (Scale 0 to 1) of not more than 0.40 (ISO 15099).
- Opaque materials will also be permitted (including but not limited to having roofing made up of energy generating panels).

d. Advertising Panels

Advertising panels are to be:

- Internally illuminated
 - i. To IEE regulations;
 - ii. Equivalent safety as that for the glass in the shelter structure;
 - iii. IP 56 minimum ingress protection
- One or Two sided

- Be limited to 2 square meters and displayed on both sides of the side panel of the passenger shelter and placed at right angles to the footpath.

The successful Proponent can put forward alternative proposals relating to advertising panels and the Authority will consider such alternatives. Before submitting the alternative proposals the Successful Proponent is to obtain the necessary designs approvals from relevant entities such as PA.

UV Ageing resistance

The Proponent must demonstrate that parts made of plastic, rubber and other materials sensitive to UV degradation are guaranteed a serviceable life of at least ten (10) years.

e. The Structure

The supporting structure of the bus shelters must meet the following minimum specifications:

- Manufactured from structural steel to EN 10025, EN 10210 (hollow sections). Grade S275 (minimum) or alternative that is fit for purpose.
- Steel corrosion protection shall be as follows:

Ambient Exposure Class C3 - **Hot Dip Galvanizing (EN 1461)** or equivalent minimum 70 µm (85 mean);

Ambient Exposure Class C5 - Zinc Epoxy primer + High Build MIO minimum minimum 200 microns (280 mean)

Finishing Top Coat

Polyurethane or Acrylic or Acrylic epoxies or Powder coating equivalent (EN 13438) (including etching/primer where required)

- Stainless steel – Austenitic 1.4401 (AISI Grade 316) to EN 10088-1/2/3. The surface finish shall be Class 2K (Ra value not greater than 0.5 microns) to EN 10088-2.

Material used in the structure must be guaranteed against corrosion for a period of not less than twenty (20) years.

The Authority may consider other material having equivalent or superior performance characteristics

f. Green Initiatives

Green Initiatives such as but not limited to having bus shelter illumination powered by solar energy. Such initiatives are to be included in Form 1 of this RFP.

g. Other Features

Proponents can further propose other features on these bus shelters, such as for example free WIFI access.

In the preparation of this RFP Proponents are not precluded from discussing with the Scheduled Public Transport Operator the introduction of new initiatives that may be taken jointly. This could include the installation of real time information as part of the bus shelter infrastructure and electronic display of time tables and other notices.

Such initiatives will remain the sole responsibility of the Successful Proponent.

Such initiatives are to be included in Form 4 of this RFP.

7.1.3 Bus Shelter Type

This Request for Proposals foresees the erection of 3 types of shelters being Standard Width, Narrow Width and Walk Through.

Guidelines on the dimensions of the Standard and Narrow width bus shelters can be found in Appendix 1.

Guidelines on the width, height and length of Walk Through Bus Shelters are to follow the same guidelines as those indicated for Standard Width and Narrow Width Bus Shelter.

7.1.4 Other requirements

The internal illumination shall provide for a minimum ten (10) lux measured at a height of 1.5m above ground level. In the case of solar powered illumination the Proponent shall consider the additional weight of the panels in the structural calculations.

The electrical IP rating (ingress dust, water) of the luminaires must not be Lower than IP 56.

The proposal must include details of how the shelter would ensure the maximum possible shading shadow perimeter for the users given the inevitable orientation constraints of the nationwide locations.

Safety – The structure and all components must not present any hazards and sharp edges.

Dust – The structure shall allow for a perimeter gap at the base to minimize dust accumulation.

Water Infiltration and Drainage – No water shall infiltrate the structure and any condensation must be routed away from the bench area. Passenger entry/exit points must be protected from water dripping.

Dissimilar metal corrosion – The structure shall have measures to prevent corrosion due to any dissimilar metal contact including non-exposed areas.

Proponents are to submit the following information in Form 2 of this request for proposals:

- a. Form, arrangement and the overall internal and external dimensions of the shelters being proposed to be used in Autocad 2D format supported by annotated drawings and detailing.
- b. Structural calculations as per Eurocodes;
- c. Comprehensive details of how the structure will achieve the required performance, serviceability and durability.
- d. The properties, performance characteristics and relevant test data of the glass to be used;
- e. The properties, performance characteristics and relevant test data of the walls and roofing structure to be used;
- f. The properties , performance characteristics and relevant test data of all the materials / components to be used in the structures (including attachments and components);
- g. Size of Advertising Panels and illumination details;
- h. Type of base work/ foundation work required for each type of bus shelter being proposed;
- i. Details of illumination;
- j. Green initiatives;
- k. Details of the benches to be fixed, taking into consideration accessibility for all including wheelchair space.

Furthermore Proponents are to submit photographs and or 3D renderings of the structures they are proposing together with any drawings of the base work that would need to be undertaken.

The successful Proponent would be required to erect a prototype of the bus shelter which prototype would require the approval of the Authority.

7.1.5 Strategy

Proponents are to submit a plan as to how they intend to operate in relation to:

- i. Monthly bus shelter installation capacity;
- ii. Monthly bus shelter installations (to include time required to install bus shelters);

- iii. The earliest possible date, from contract signature, when the installation programme can commence;
- iv. Response time from request by the Authority to install a new bus shelter to the actual installation. (For clarity by installation it is understood the completion time).

7.1.6 Erection of Bus Shelters

The erection of bus shelters requires development permits from the Planning Authority (PA). The Authority will apply for such development permits at its own expense.

The successful Proponent is to abide by the stated timeframes as indicated in Clause 9 of this RFP or earlier as indicated in the strategy in Clause 7.1.5. A penalty as contemplated in the same clause will be applied for late installation of Bus Shelters. Such penalty shall be by way of pre-liquidated damages and for mere delay and the Successful Proponent shall have no right to demand the abatement and/or cancellation of such penalty.

The base work required to be undertaken relating to the erection of these bus shelters and the immediate area will be forwarded to the successful Proponent by the Authority. This includes, but is not limited to, the realignment of pavements, preparation work in relation to the hosting of the bus shelter, road markings (applying/ removal) and paving works. All works are to be carried out by the successful proponent under the conditions of clause 7.1.9, as per the approved plans and under the supervision of the Authority's Architect.

All such costs are to be borne by the Authority and the rates applicable should be those of the Framework Agreement that would be applicable at the time.

7.1.7 Temporary Removal, Complete Removal and/or Relocation of Bus Shelters

- a. The Authority may, from time to time, request the temporary removal of a bus shelter for various reasons. The principal reason for requesting the temporary removal of a bus shelter include road works and construction works behind or in the close proximity of a construction site. The Authority will endeavor to reinstate the said bus shelter within a reasonable time.

The Successful Proponent may be required to carry out any base work requirements under the same conditions stipulated in clause 7.1.9.

The Authority shall not be liable for any loss of earnings arising out of the temporary removal of a bus shelter, and the Successful Proponent, on signing of contract, shall renounce to any right of action which it might have in this regard.

In the event that the temporary removal of a bus shelter is for a period longer than is considered to be reasonable, the Authority will offer an alternative site where the bus shelter can be erected.

- b. The Authority may, from time to time, request the complete removal of a bus shelter. The principal reason for requesting the complete removal of a bus shelter is when a bus shelter is no longer on the Scheduled Public Transport Network.

In such cases the Authority will offer an alternative location where the bus shelter can be erected. The Authority will not be responsible for any loss of earnings given that an alternative location is offered, and the Successful Proponent on signing the contract will renounce to any right of action which it might have in this regard.

The Successful Proponent will be responsible to carry out any base work requirements under the same conditions stipulated in clause 7.1.9.

- c. The Authority may, from time to time, request the relocation of a Bus Shelter to another location.

The Successful Proponent may be required to carry out any base work requirements under the same conditions stipulated in clause 7.1.9

The Authority shall not be liable for any loss of earnings arising out of the relocation of a bus shelter, and the Successful Proponent shall, on signing of the contract, renounce to any right of action which it might have in this regards.

- d. The successful Proponent is to identify the price for:

- Removal of a bus shelter
- Reinstatement of a bus shelter

in Form 3 of this Request for Proposals.

The structures are to be stored at the Successful Proponent's premises at his own expense and risk.

The rates indicated by the successful Proponent in Form 3 are fixed for the first 5 years of the contract. From the sixth year the rates will increase by the rate of Inflation index as published by the National Statistics Office, taking as a base the index as at 31 December, 2015.

- e. The successful Proponent is to remove and or reinstall bus shelters within 2 weeks from official notification by the Authority. The Authority reserves the right to remove Bus Shelters should requests for removal not be met by the Successful Proponent within the specified time-frames. The Authority shall not be liable for any damages to the structure that may be incurred during the removal, storage or installation of the bus shelters. A charge for the storage of the bus shelter will be applied against the Successful Proponent.

7.1.8 Bus Shelter Cleaning and Maintenance

- i. The structures are to be cleaned at least once monthly. The cost of the cleaning is to be borne by the successful Proponent.
- ii. In the eventuality that the required cleaning of bus shelters is not followed by the successful Proponent, the Authority has the right to perform these tasks and recharge the cost on to the successful Proponent.

- iii. The successful Proponent is responsible for the maintenance and proper up-keep of the structures which it shall install and of the bus shelter canopies.

7.1.9 Preparation of Base Work

The responsibility of preparing the base work for the housing of the bus shelter together with the adjoining bus stop infrastructure will rest with the Successful Proponent.

The base work required to be undertaken relating to the erection of these bus shelters and the adjoining bus stop infrastructure will be forwarded to the successful Proponent by the Authority. This includes, but is not limited, to the realignment of pavements, preparation work in relation to the hosting of the bus shelter, road markings (applying/ removal) and paving works. All works are to be carried out as per the approved plans and under the supervision of the Authority's Architect.

Such works can only be undertaken by Licensed Contractors registered with the Authority.

The Authority will reimburse the Successful Proponent the cost, of the base work as certified by the Authority's Architect, as per Framework Agreement that will be in place at the time of the request.

8 Administration of Advertising Boards and Maintenance of Existing Bus Shelter Canopies

On the Scheduled Bus Transport Network, Transport Malta has a total of seven (7) locations where Bus Shelter Canopies are installed. The locations are as follows:

1. Malta International Airport;
2. Marsa Park and Ride;
3. University Bus interchange;
4. Mater Dei Hospital;
5. Bugibba Bus Terminus;
6. Cirkewwa Ferry Terminal;
7. Victoria (Gozo) Bus Terminus.

The canopies as described above have panels for advertising affixed.

The successful proponent will be responsible to:

- a. clean these structures at least once monthly. The cost of the cleaning is to be borne by the successful Proponent;
- b. ensure that these structures are properly maintained at all times.

The revenues generated from advertising will be retained by the Successful Proponent.

9 Timelines for adherence to the Authority's requests and application of Penalties for non-adherence

The successful Proponent is expected to respect the timelines as indicated in the table below.

Request	Timeline	€
Installation of new bus shelter	Maximum 2 months from request	€50 per day delay
Removal of existing bus shelter	Maximum 15 days from request	€25 per day delay
Reinstallation of bus shelter	Maximum 15 days from request	€25 per day delay
Repairs to bus shelter (ordinary)	Maximum 15 days from request	€25 per day delay
Repairs to bus shelter (extraordinary)	Maximum 21 days from request	€25 per day delay
Cleaning of bus shelter	Maximum 2 days from request	€10 per day delay

10 Delivery of Proposals

Proposals should be submitted in accordance with the following procedures.

- a) All Proposals should be addressed to:
The Chairman
Transport Malta
Malta Transport Centre
Xatt L-Ghassara Tal-Gheneb
Marsa
- b) Each original Proposal and two copies thereof, duly bound and indexed, including annexes and all supporting documents, must be submitted in a sealed package marked only with the following words:

RFP009/2016 - REQUEST FOR PROPOSALS FOR THE DESIGN, SUPPLY, INSTALLATION AND MAINTENANCE OF BUS SHELTERS IN MALTA AND GOZO AND MAINTENANCE OF EXISTING BUS SHELTER CANOPIES

- c) All Proposals must be received at The Tender Box:
Transport Malta
Reception - Level 0
Malta Transport Centre
Xatt l-Ghasara tal-Gheneb
Marsa MRS1917

No other means shall be accepted.

Submissions received after the date and time specified will not be accepted.

- d) All materials submitted in terms of this RFP shall become the property of Transport Malta and are not returnable. Such materials will be treated as commercially confidential.
- e) The submission should include the following forms and documents:
 - i. Appendix 4 – The Original Bid Bond for €5000 valid till 31st July 2017
 - ii. Appendix 6- Details of Bidder
 - iii. Form 1- Green Initiatives
 - iv. Form 2-Bus Shelter dimensions and properties
 - v. Form 3-Removal and Relocation of bus shelter costs
Form 4-Other features
 - vi. Form 5 – Conformity and compliance with the provisions of the Statement on Conditions of Employment
 - vii. Photographs and or 3D renderings of the structures, including base work required
 - viii. Drawings of the base work that would be required
 - ix. Economic and financial standing (Section 11.8)
 - x. Strategy Plan

11 Evaluation and Selection Process

- 11.1 The primary purpose of this RFP document is to highlight the specifications and requirements that Proponents are expected to address in terms of their Proposal submissions. Proposals submitted in conformity with the requirements of this RFP will enable Transport Malta to select the best quality Proposal which is deemed to be the most conducive to the objectives of this RFP process.
- 11.2 Transport Malta, in terms of this RFP, is committed to provide a fair, transparent and objective selection process through the appointment of an *ad hoc* Evaluation Committee. The Evaluation Committee will make recommendations to the Board of Transport Malta with respect to the identification of the best quality Proposal leading to the selection of the successful bidder. The Evaluation Committee may be assisted by experts in appropriate fields as may be necessary.
- 11.3 Submissions that meet the minimum requirements as per 11.3.1 of this RFP will be considered further in the evaluation process.
 - 11.3.1 Minimum requirements

The minimum requirements are listed in Sections 7 and 10(e) of this RFP.

11.4 N/A

11.5 In order for a bidder to be deemed to have the necessary economic and financial standing the bidder must provide evidence that it has a minimum credit facility for the duration of the Concession of a minimum of Two hundred Fifty thousand (€250,000). The bidder must submit a statement by a recognised bank certifying such credit facility. In the case of a consortium / joint venture the aforementioned statement must cover all members / companies forming the consortium / joint venture (as per attached Appendix 6).

11.6 A bidder may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the Contracting Authority that it will have at its disposal the resources necessary, for example, by producing an undertaking by those entities to that effect. Under the same conditions, a group of economic operators as referred to in Regulation 32, Subsidiary Regulations, S.L. 174.04, of the Regulations may rely on the capabilities of participants in the group or of other entities.

Bus Shelter Design Score

Bus Shelter Design Score	Maximum Points
Design and aesthetics of the structure. Most advantageous: a. Uniformity and modularity of designs across the different types of bus shelters to be used;	10
b. Harmony with the surrounding environment;	5
c. Overall climatic control	10
d. Performance, serviceability, durability	10
a. Monthly bus shelter installation capacity: <ul style="list-style-type: none">• 5 units monthly - 5 points,• 4 units monthly - 4 points,• 3 units monthly - 3 points,• 2 units monthly - 2 points,• 1 unit monthly - 1 point.	15

<p>b. Installation time:</p> <ul style="list-style-type: none"> • within 2 months - 5 points, • within 2 and a half months - 4 points, • within 3 months - 3 points, • within 3 and a half months- 2 points) ; <p>c. Response time from request by the Authority to install a new bus shelter to the actual installation. For clarity by installation it is understood the completion time.</p> <ul style="list-style-type: none"> • Within 15 days-5 points, • within 1 month- 4 points, • within 1 and a half months-2 points. 	
<p>Level of Shelter (UV, Wind, Rain) and comfort within the structure</p> <p>a. Solar heat gain coefficient ≤ 0.4 (10 points)</p> <p>b. UVA/UVB protection higher than 99% (5 points)</p> <p>c. Glare mitigation of 11% (2 points), of 10% (3 points) of less than 10% (5 points)</p>	20
<p>Green Initiatives & Other features (See Forms 1 and 4 this RFP)</p> <p>Green Initiatives</p> <p>a. Bus Shelter illumination is powered using renewable energy (8 points);</p> <p>b. Free WiFi on at least 5% of Bus Shelters installed (2 points);</p> <p>c. In conjunction with the Scheduled Public Transport Operator put up Electronic Timetables displays on at least 5% of bus shelters (2 points);</p> <p>d. In conjunction with the Scheduled Public Transport Operator put up Real Time Information panels on at least 5% of bus shelters (3 points);</p>	15
<p>Cost of removing/reinstalling bus shelter. Cheapest price will be given maximum points whilst highest price will be given no points)</p>	15
Total	100

12 Review Procedure

Procedure for the Submission of Appeals – Regulation 84 of the Public Procurement Regulations

The procedure for the submission of appeals is stipulated in Part XIII of the Public Procurement Regulations (Legal Notice 296/2010), reproduced hereunder for ease of reference.

- 1) 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 or a cancellation of a call for tender, may file a notice of objection with the Review Board.

The notice shall be filed within ten calendar days following the date on which the contracting authority has by fax or other electronic means sent its proposed award decision.

The communication to each tenderer of the proposed award shall be accompanied by a summary of the relevant reasons relating to the rejection of the tender as set out in regulation 44(3), and by a precise statement of the exact standstill period.

The notice of objection shall only be valid if accompanied by a deposit equivalent to 0.75 per cent of the estimated value of the whole tender prior to publication or if the tender is divided into lots according to the estimated of the tender for each lot submitted by the tenderer, provided that in no case shall the deposit be less than one thousand and two hundred euro (€1,200) or more than fifty-eight thousand euro (€58,000). The Secretary of the Review Board shall immediately notify the Director that an objection had been filed with his authority thereby immediately suspending the award procedure. The Department of Contracts or the contracting authority involved, as the case may be, shall be precluded from concluding the contract during the period of ten calendar days allowed for the submission of appeals. The award process shall be completely suspended if an appeal is eventually submitted.

- 2) The procedure to be followed in submitting and determining complaints as well as the conditions under which such complaints may be filed shall be the following:

- (a) any decision by the General Contracts Committee (or a Special Contracts Committee) and by a contracting authority, shall be made public at the Department of Contracts or at the office of the contracting authority prior to the award of the contract;

- (b) the notice of objection duly filed in accordance with sub-regulation (1) shall be made public by the Review Board not later than the next working day following its filing;

- (c) within three working days of the publication of the replies the Secretary of the Review Board shall prepare a report (the Analysis Report) analysing the letter of objection. This report shall be circulated to the persons who file an objection and interested parties. After the preparatory process is duly completed, the Head of the contracting authority shall forward to the Chairman of the Review Board all documentation pertaining to the call for tenders in question including files, tenders submitted, copies of deposit receipts, any motivated letter, who shall then proceed as stipulated in Part XIV;

(d) the Director or the Head of the contracting authority shall publish a copy of the decision of the Review Board at his department or at the premises of the relevant contracting authority, as the case may be.

Copies of the decision shall be forwarded by the Secretary of the Board to the complaining tenderer, any persons who had registered or had an implied interest, the Director of Contracts and to the contracting authority concerned.

13 Requests for further information by the Evaluation Committee

13.1 Where Proposals are not substantially complete or where inconsistent information is presented, the Evaluation Committee may analyse the information as presented and, where necessary, seek specific clarification or additional information from the Proponent.

13.2 To this end, the Evaluation Committee reserves the right to request in writing further information from the Proponents. Any such clarifications or additional details requested are to be provided in writing within such time as the Evaluation Committee may reasonably require in terms of its request.

13.3 Clarification responses will be reviewed to determine the consistency and acceptability of the Proposal as clarified. However, in case of incomplete or inconsistent information (or for any other reason), the Evaluation Committee reserves the right to recommend the rejection of the Proposal.

13.4 Any written information received by the Evaluation Committee from a Proponent pursuant to a request as part of the RFP Process shall be considered as an integral part of the Proposal received from such Proponent.

13.5 The Evaluation Committee reserves the right to disregard any submissions, provided in response to its request, which purport to alter or have the effect of altering (whether directly or indirectly) in a significant respect the substance of the relative Proposal.

14 Best Proposals

14.1 Following the evaluation of Proposals, the Evaluation Committee will rank the Proposals received.

14.2 The Evaluation Committee, and this Committee only, reserves the right to enter into discussions and/or negotiations with the Proponent/s who have been ranked first in the evaluation process. This discussion and negotiation process is expected to lead to the drafting of a contract for the approval of both parties.

Negotiations relate to the actual delivery of the project which includes the bus shelter installation timetable for the first 51 bus shelters (as identified in Appendix 2).

If for some reason or another the Evaluation committee fails to conclude the process with the proponent who ranked first, the same process shall be carried out with the proponent who ranked second, and so on.

- 14.3 The recommendation of the Evaluation Committee shall be subject to the approval of the Board of Transport Malta.

15 Cancellation

15.1 Transport Malta reserves the right to accept or reject any submission because of non-compliance to the RFP requirements and/or to cancel the whole RFP procedure and reject all submissions. Transport Malta reserves the right to initiate a new invitation to an RFP.

15.2 In the event of the cancellation of this RFP process, Proposers will be notified by Transport Malta. Cancellation may occur where:

- (a) the RFP process has been unsuccessful, namely where no qualitatively worthwhile proposal has been received or there has been no response at all;
- (b) the economic or technical parameters of the project have been fundamentally altered;
- (c) exceptional circumstances or force majeure render normal performance of the project impossible;
- (d) there have been irregularities in the procedure, in particular where these have prevented fair competition

15.3 In no circumstances will Transport Malta be held liable for damages, of whatsoever their nature (including, *inter alia*, damages for loss of profits and costs incurred for the submission of the Proposal), in relation to the cancellation this RFP.

16 Data Protection

Any personal data submitted in the framework of the RFP and/or subsequently included in the contract shall be processed pursuant to the Data Protection Act (2001). It shall be processed solely for the purposes of the performance, management and follow-up of the procurement procedure and/or subsequent contract by Transport Malta without prejudice to

possible transmission to the bodies charged with a monitoring or inspection task in conformity with National and/or Community law.

The provisions of this contract are without prejudice to the obligations of Transport Malta in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). Transport Malta, prior to the disclosure of any information to a third party in relation to any provisions of this Proposal (and/or the ensuing Contract) which have not as yet been made public, shall consult the Proponent in accordance with the provisions of the said Act, pertinent subsidiary legislation and the Code of Practice issued pursuant to the Act. Such consultation shall in no way prejudice the obligations of Transport Malta in terms of the Act.

17 Arbitration

- 17.1 Any dispute, controversy or claim between Transport Malta and any participating proponent arising out of or relating to the RFP procedure for the award of the contract shall be referred to Arbitration in accordance with the provisions of Part IV of the Malta Arbitration Act (Chapter 387 of the Laws of Malta) and the Arbitration Rules of the Malta Arbitration Centre as at present in force.
- 17.2 A reference to arbitration by any Proponent is to be submitted by not later than ten (10) calendar days from the date of the notification to the Successful Proponent of the proposed award in terms of Clause 8.
- 17.3 The place of arbitration shall be Malta and the appointing authority/administrator of the arbitration shall be the Malta Arbitration Centre.
- 17.4 The arbitral tribunal shall be composed of three (3) members. Transport Malta and the Proponent shall each appoint one member. The third member, who shall act as president, shall be appointed by the Malta Arbitration Centre.
- 17.5 The decision of the arbitral tribunal shall be final and binding in terms of the Arbitration Act and the parties expressly waive all rights of appeal to the ordinary courts.

18 Applicable Law

By submitting their Offers, Proponents are accepting that this RFP process is regulated by Maltese Law, and are deemed to know all relevant laws, acts and regulations of Malta that may in any way affect or govern the operations and activities covered by the contract award procedure and the resulting Contract/s.

19 Termination of Contract

The Authority may consider Terminating the Contract under the following circumstances:

- a. When, on three consecutive occasions, stipulated installation timelines are not met;
- b. When, on three consecutive occasions, bus shelters are found not to have been cleaned or properly maintained and after the Successful Proponent has been duly advised to this effect by the Authority;
- c. When the necessary maintenance work is not carried out within 2 weeks of being notified by the Authority;
- d. When repairs to bus shelters are not carried out within 15 days from being notified by the Authority;
- e. When the structures installed are not to the agreed standard.

In the case where the contract is terminated by the Authority, the structures erected by the Successful Proponent will, with immediate effect, become the property of the Authority. This without any compensation being paid to the Successful Proponent and by way of pre-liquidated damages in favour of the Authority.

Request for Proposals – Bus Shelters

Form 1 – Green Initiatives Standard Width Bus Shelters

	Type of Initiative	Technical details and Benefits of Initiative
1		
2		
3		

Narrow Width Bus Shelters

	Type of Initiative	Technical Details and Benefits of Initiative
1		
2		
3		

Walk Through Standard/ Narrow Width Bus Shelters

	Type of Initiative	Technical Details and Benefits of Initiative
1		
2		
3		

Form 2 – Bus Shelter Dimensions and Properties

Bus Shelter Type	Bus Shelter Dimensions		Properties	
Standard Width Bus Shelter	L		Glass Panels Properties	
	W		Roof Panels Properties	
	H		Structure Properties	
			Advertising Panels Dimensions	
			Advertising Panels Properties	
Narrow Width Bus Shelter	L		Glass Panels Properties	
	W		Roof Panels Properties	
	H		Structure Properties	
			Advertising Panels Dimensions	
			Advertising Panels Properties	

Bus Shelter Type	Bus Shelter Dimensions		Properties	
Walkthrough Bus Shelter (Standard)	L		Glass Panels Properties	
	W		Roof Panels Properties	
	H		Structure Properties	
			Advertising Panels Dimensions	
			Advertising Panels Properties	

Bus Shelter Type	Bus Shelter Dimensions		Properties	
Walkthrough Bus Shelter (Narrow)	L		Glass Panels Properties	
	W		Roof Panels Properties	
	H		Structure Properties	
			Advertising Panels Dimensions	
			Advertising Panels Properties	

Proponents are to attach literature and certification (where applicable) relating to the components making up the bus shelter structure.

Type of Base Work required

The successful Proponent is to specify the standard type of base work that is required in order to install the proposed bus shelters, to enclose photographs or 3D rendering of the bus shelters to be used and plans of base work that needs to be undertaken, if any.

Description of Base Work required.

Form 3 – Removal and or Relocation of Bus Shelter Costs at Signing of Contract

	Quantity	Price including Taxes/Charges, Other Duties & Discounts <u>but</u> exclusive of VAT (Delivered Duty Paid-DDP)
Removal of Bus Shelter	1	€
Reinstallation of Bus Shelter	1	€

Form 4 – Other Features

Proponents are invited to list a detailed description of any other features which they are proposing to include in the bus shelter design/ managing of the bus shelters. This must be supported by technical data, test data and relevant performance characteristics. Proof of acceptance of features by third parties (including attestation of features agreed to with the scheduled public transport operator), literature and/or additional information should be attached to this form.

Form 5 – Conformity and compliance with the provisions of the Statement on Conditions of Employment

Prospective Proponents need to declare that they are in agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment in Tender Response Format. Please also attach the minimum hourly workers' costs involving the provision of the employees' services.

1. I hereby declare that all employees engaged on this contract shall enjoy working conditions such as wages, salaries, vacation and sick leave, maternity and parental leave as provided for in the relative Employment Legislation. Furthermore, we shall comply with Chapter 424 of the Laws of Malta (Occupational Health and Safety Authority Act) as well as any other national legislation, regulations, standards and/or codes of practice or any amendment thereto in effect during the execution of the contract.
2. Not applicable
3. Not applicable
4. I hereby declare that all my employees have a written contract of service and are registered with the competent authority of my country.
5. I hereby declare that my employees shall be given a detailed pay slip containing all relevant details including the amount paid, normal hours worked, overtime hours, hours worked on Sundays and Public Holidays, hours availed of as leave or sick leave, a breakdown of bonuses/allowances as well as deductions made (such as social contributions and income tax).
6. I hereby declare that all the wages/salaries of my employees are paid only by direct payment in the employee's bank account
7. I hereby declare that during the execution of this contract, if and when requested by the Contracting Authority or the Director of Industrial and Employment Relations, I shall provide a copy of the contracts of service, payslips, FS3 forms and bank statement of wages/salaries deposits of any of my employees irrespective of whether such employees are employed on this contract for inspection.
8. I hereby declare that I shall submit to the Contracting Authority a list of the employees to be engaged on the contract after the award of the contract.
9. I hereby declare that if I am found in breach of any of the above declarations I accept that this contract will be terminated and that I will have no right to be compensated for any damage I may have suffered or will suffer in the future in respect to this termination.
10. The Authority reserves the right to request the minimum hourly workers' costs for this contract and a breakdown of the employees' costs in global sum contracts, if required.

Signature of Prospective Proponent

MINIMUM HOURLY WORKERS' COSTS

(This refers to the least rate paid to officers employed on this contract)

The tenderer is to fill in this form and attach it as indicated in the 'Eligibility' section of the Tender Response Format.

The employee's cost per hour of work is worked out on the following:

Basic Hourly Rate	
N.I.	
Vacation Leave	
Bonus/Weekly Allowance	
Public Holidays	
Sick Leave	
Total	

Appendix 1 – Extract from the Accessible Public Transport Infrastructure Policy

5.0 Bus Shelters

Planning Requirements

Any advertising permitted shall :

- i. Be limited to two square meters and displayed on both sides of the side panel of the bus shelter, placed at right angles to the pavement in the case of a standard or half width bus shelter and at the back of the bus shelter in the case of a Walk Through bus shelter;
- ii. Shall be internally illuminated and controlled automatic timers to turn off/on the lights

5.3 Bus Shelter Design

As a general pre-requisite, all bus shelters must be designed in a manner that allows passengers to have a clear view of approaching buses and allows waiting passengers to be clearly visible to oncoming bus drivers.

Bus shelters should generally consist of between 1 and 4 panels of 1.3m in width and end panels of either 1.3m (full width) or 0.65m (half-width). The open part of the bus shelter should be at least 3.0m wide. Special consideration must be given to the roof of the bus shelter which must be design in a manner to protect waiting passengers from harmful sun rays, to avoid overhanging within 450mm of the kerb line and to house “real time” information boards. The maximum height of a bus shelter shall be 2.5m from the ground level.

For reasons of personal security the bus shelter should be made mainly of transparent material and well lit at night, through the use of other materials may be more appropriate in rural areas. Where glass or transparent walls are used they should have a tonally contrasting band of at least 150mm wide at a height of 1.4m-1.6m from the ground. A second, lower band may be put at 900mm to 1.0m above the ground level.

There are many different materials and design styles for bus shelters and it is not the intention of this policy guidance to be prescriptive in this respect. It is, however, recommended that careful consideration be given to aesthetics in the local environs, long term durability of materials and ease of maintenance.

5.4 Bus Shelter Layout

The width of the bus shelter should be relational to the number of passengers using the particular bus stop. Larger dimensions should be provided at locations where above average usage is anticipated, such as keys stops in residential areas, town centres or interchanges.

In locations where footpaths are narrow, there are two main bus shelter layout types a) Back-to-kerb which should be used to encourage passengers to stand upstream of the bus shelter and b) Back of the footway which should only be used in locations where access to adjacent premises is not being compromised. Design layouts are detailed below.

Standard width Bus Shelter

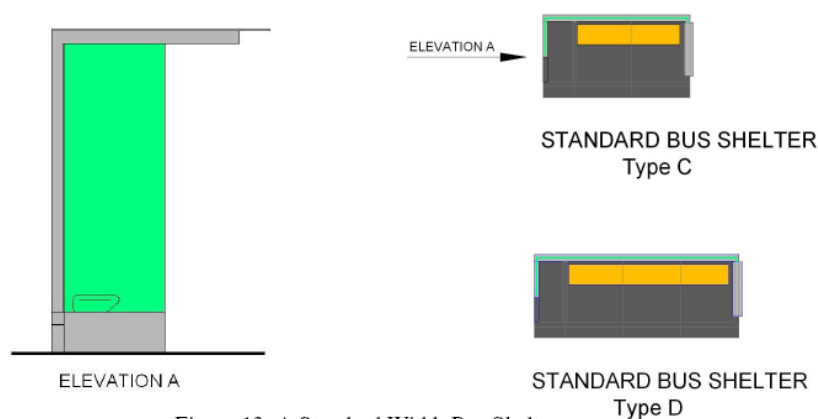


Figure 13: A Standard Width Bus Shelter

Narrow width Bus Shelter

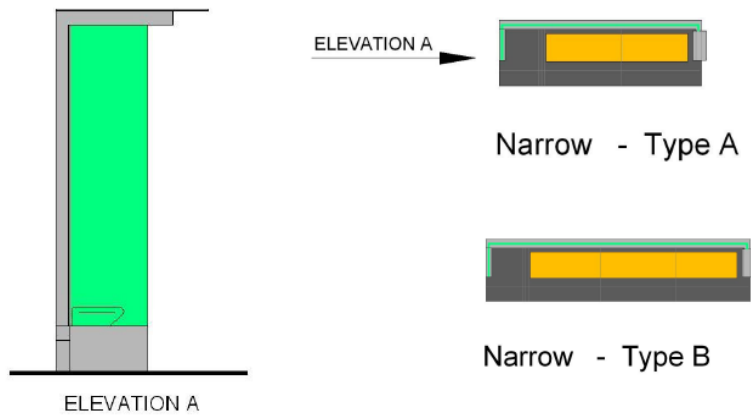


Figure 14: A Narrow Width Bus Shelter

There should be sufficient space either to the rear of the shelter or in front of it to allow easy pedestrian movement. It is recognised that at many existing stops are located in physically constrained areas, therefore these standards recommend a desirable clear footpath width of 1.5m with an absolute minimum of 1.0m over a limited distance.

5.5 Bus Shelter Waiting Environment

The environment of the passenger waiting area is an important component of the passengers' perception of the quality of bus services and safety of bus travel. Before siting a bus shelter consideration should be given to the provision of adequate street lighting and litter bins.

The provision of conventional 'bench-type' seating should be considered at all bus shelters. This requirement may only be waived at bus stop locations where bus services are highly frequent and waiting times are generally less than 2 minutes, in which case consideration may be given to the provision 'perch-type' seating.

Conventional 'bench-type' seating should be provided at 450mm above ground level whereas 'perch-type' seating should be provided at 700mm above ground level. The provision of seating should not be continuous across the length of a bus shelter and sufficient sheltered space (minimum width of 900mm) should be left for a wheelchair within the covered area of the bus shelter.

All seating should avoid having sharp edges or corners and should be brightly coloured and easy to clean.

Appendix 2 – List of initial bus shelters to be installed

Location	Type	Number of Shelters
Triq il-Kosta (Coast Rd.) St. Paul's Bay, Naxxar (Salina and Bahar ic-Caghaq)	Advertising Bus Shelter "Standard"	9
Triq Zabbar, Hompesh Fgura	Advertising Bus Shelter "Standard"	3
Dawret il-Gzejjer , il-Qawra, Bugibba/ Qawra	Advertising Bus Shelter "Standard"	2
Triq tal-Balal, Naxxar	Advertising Bus Shelter "Standard"	2
Triq Aldo Moro, Marsa	Advertising Bus Shelter "Standard"	1
Triq Hal-Luqa, Valletta, Luqa	Advertising Bus Shelter "Standard"	3
Triq id-Difiza Civili, Mosta	Advertising Bus Shelter "Standard"	2
Triq Bella Vista, il-Kappella and Pjazza V. Borg San Gwann	Advertising Bus Shelter "Standard"	3
Valley Road, Msida	Advertising Bus Shelter "Standard"	1
Tal-Qroqq 2, Msida	Advertising Bus Shelter "Half Width"	1
Triq Mangion, Siggiewi	Advertising Bus Shelter "Standard"	1
Triq l-Ispnott, Dawret ix-Xatt, Xghajra	Advertising Bus Shelter "Standard"	2

Triq Halfar, Birzebbugia	Advertising Bus Shelter "Standard	1
Triq Birbal, Balzan	Advertising Bus Shelter "Standard	1
Triq Santa Katerina, Linja, Attard	Advertising Bus Shelter "Standard	2
Triq Bir Miftuh, Hal-Tarxien, Gudja	Advertising Bus Shelter "Standard	2
Triq San David, Mtarfa, Mtarfa	Advertising Bus Shelter "Standard	2
Triq iz-Zonqor, Marsaskala	Advertising Bus Shelter "Standard	1
Triq Fisher, Sir Temi Zammit, Mgarr	Advertising Bus Shelter "Standard	1
Triq Paola, Palma, Tarxien	Advertising Bus Shelter "Standard	2
Triq il-Labour, Alfredo Cachia Zammit, Wesgha Ghajn Bejjem, Zejtun	Advertising Bus Shelter "Standard	4
Triq JF De Chambray, San Antnin, Ghajn Silema	Advertising Bus Shelter "Standard	2
Triq l-Imqades, Xghara	Advertising Bus Shelter "Standard	1
Triq l-Gharb, Gharb	Advertising Bus Shelter "Standard	1
Triq Santa Duminca, Munxar	Advertising Bus Shelter "Standard	1

Appendix 3 – Notes of Guidance

AUTHORITY FOR TRANSPORT IN MALTA

REQUEST FOR PROPOSALS FOR THE DESIGN, SUPPLY, INSTALLATION AND MAINTENANCE OF BUS SHELTERS IN MALTA AND GOZO AND MAINTENANCE OF EXISTING BUS SHELTER CANOPIES

TECHNICAL SPECIFICATION NOTES OF GUIDANCE

General Note on European Standards

All CEN standards (EN) are available from CEN (European Committee for Standardization) represented in Malta by the MCCA – Malta Competition and Consumer Affairs Authority, Blata I-Bajda.

The Eurocodes (including wind loading)

The Eurocodes serve as reference documents for the following purposes:

- i. as a means to prove compliance of buildings and structures with the Essential Requirements of the Construction Products Directive – CPD (Directive 89/106/EEC);
- ii. as a basis for specifying contracts for public construction works and related engineering services (Directive 2004/18/EC);
- iii. as a framework for drawing up harmonised technical specifications for construction products.

In compliance with the European Directive 2004/18/EC (the Public Procurement Directive in respect of publicly funded projects) - and which is transposed in Malta – the Bus Shelters must be designed and built in accordance with the Eurocodes so as to give a presumption of conformity with the basic requirements for mechanical resistance and stability and safety in use especially.

This means that if a designer proposes to use an alternative design standard, he or she will be required to demonstrate the design as being of a ‘technically equivalent’ standard to the Eurocodes.

Eurocodes are available from CEN (European Committee for Standardization) represented in Malta by the MCCA – Malta Competition and Consumer Affairs Authority, Blata I-Bajda.

https://standards.cen.eu/dyn/www/f?p=204:32:0:::FSP_ORG_ID,FSP_LANG_ID:6231,25&cs=130C8040DA4C09A839357B696A32C2E12

The following are the specific Eurocode parts that are envisaged to be of use in this specification:

- a) EN 1990 Basis of structural design
- b) EN 1991 Actions on structures
- c) EN 1993 Design of steel structures
- d) EN 1999 Design of aluminum structures

Glass Solar Performance

Solar Heat Gain Coefficient (SHGC)

Solar heat gain is the direct and diffuse radiation coming from the sun and the sky (or reflected from the ground and other surfaces). Some radiation is directly transmitted through the glass and some may be absorbed in the glass and indirectly transmitted. Some

radiation absorbed by the structural frame will also contribute to overall window solar heat gain factor.

Solar Heat Gain Coefficient (SHGC) is that fraction of incident solar radiation that actually enters a space as heat gain.

The SHGC is expressed as a dimensionless number from 0 to 1. A high coefficient signifies high heat gain, while a low coefficient means low heat gain.

EN 15099 is the relevant standard for the measurement of SHGC.

UV Radiation

- i. UVA accounts for approximately 95 per cent of the UV radiation reaching the Earth's surface and can penetrate into the deeper layers of the skin.
- ii. UVC is the most damaging type of UV radiation but is completely filtered by the earth's atmosphere.
- iii. UVB cannot penetrate beyond the superficial skin layers. Most solar UVB is filtered by the atmosphere.

The following standards are relevant to the measurement of UV protection in glass:

- a) ISO 9050: Glass in building – Determination of light transmittance, solar direct transmittance, total solar energy transmittance, ultraviolet transmittance, and related glazing factors
- b) EN 410: Glass in building – Determination of luminous and solar characteristics of glazing.

Corrosion Protection and Environmental Corrosion Class

The proposed bus shelters are intended to be installed nationwide – including in proximity to the sea - and thus exposed to a high salinity level. The reference to Class C5 and C3 is intended to inform the designers about the range of environmental corrosivity and is essential so as to provide the required service life of at least 20 years.

The classes indicated are from EN ISO 12944-2 and ISO 9223 which classify the ambient corrosion potential.

Appendix 4 - FORMAT OF BID BOND

To: The Chairman
Authority for Transport in Malta
Malta Transport Centre
Xatt I-Ghassara tal-Gheneb
Marsa MRS 1917
MALTA

DATE

Dear Sir,

Our Guarantee Number _____

We refer to the Request for Proposals (RFP) for a REQUEST FOR PROPOSALS FOR THE DESIGN, SUPPLY, INSTALLATION AND MAINTENANCE OF BUS SHELTERS IN MALTA AND GOZO AND MAINTENANCE OF EXISTING BUS SHELTER CANOPIES, issued by the Authority for Transport in Malta on behalf of the Government of Malta on (date).

We also refer to the requirement in the said RFP requesting all Proponents to submit, together with their Proposal, a Bid Bond equivalent to **Five Thousand Euros (€5,000)** in order to guarantee:

- (i) the due and proper performance by the Proponent of all the obligations undertaken by them in pursuance of the RFP (including, without limitation, their obligation to renew the Bid Bond as provided in the said RFP);
- (ii) that the Proponent will not, during the validity period of the Bid Bond (namely its initial validity period plus the period of any renewal the Proponent is obliged to make in terms of the said RFP), withdraw, alter or qualify his Proposal;
- (iii) and that the relative Proponent that is chosen as the Successful Proponent, will enter into the Concession Agreement when called upon to do so and that his will furnish the Performance Security referred to and as provided in the RFP.

We also refer to the Proposal submitted or being submitted by(*Name and address of Proponent*) (hereinafter referred to as the **Proponent** in pursuance of the said RFP.

Now, therefore, we(*Name of Bank*) hereby irrevocably and unconditionally (except as expressly provided herein) guarantee to pay you on demand a maximum sum of **Five Thousand Euros (€5,000)** in case of breach by the Proponent of any of its obligations in terms of the RFP referred to above.

It is understood that this guarantee becomes payable on your first demand and it shall not be incumbent upon us to verify whether such demand is justified.

For the avoidance of doubt it is declared and agreed that although this guarantee gives rise to legal relations between us as guarantors and yourself this does not exempt the Proponent from any obligation or undertaking assumed or given by it under or in pursuance of the said Proposal.

This guarantee expires on the 31st July 2017 and unless it is extended by us or returned to us for cancellation before that date, any demand made by you for payment must be received at this office in writing not later than the above mentioned expiry date.

This guarantee should be returned to us for cancellation on utilisation or expiry or in the event of the guarantee being no longer required by you.

After the expiry date and in the absence of a written demand being received by us before such expiry date, this guarantee shall be null and void, whether returned to us for cancellation or not, and our liability hereunder shall terminate.

This guarantee is personal to you and is not assignable.

Yours faithfully,

o.b.o. (Name of Bank)

Countersigned by Proponent

Appendix 5: FORMAT OF PERFORMANCE SECURITY

To: The Authority for Transport in Malta

Date:

Dear Sirs,

Our Guarantee Number _____

We refer to the Concession Agreement entered or proposed to be entered into *inter alia* between _____ (*name and address of Successful Proponent*) (the “Successful Proponent”) and the Authority for Transport in Malta (hereinafter the **Authority**) for REQUEST FOR PROPOSALS FOR THE DESIGN, SUPPLY, INSTALLATION AND MAINTENANCE OF BUS SHELTERS IN MALTA AND GOZO AND MAINTENANCE OF EXISTING BUS SHELTER CANOPIES, pursuant to a Request For Proposals (hereinafter referred to as the **RFP**) issued by the Authority for Transport on behalf of the Government of Malta on (date). We also refer to your requirement that the Successful Proponent should provide you with a bank guarantee in the amount of Twelve Euros (€12,000) to warrant the due and proper performance by the Successful Proponent of all its obligations under or pursuant to the Concession Agreement.

Now, therefore, we _____ (Name of Bank) _____ hereby irrevocably and unconditionally (except as expressly provided herein) guarantee to pay you on demand a maximum amount of Twelve Euros (€12,000) in case any of the payments, performances or obligations to be undertaken by the Successful Proponent under or in pursuance of the Concession Agreement are not duly, properly and punctually performed by the Successful Proponent.

It is understood that this guarantee will become payable on your first written demand and that it shall not be incumbent upon us to verify whether such demand is justified.

For the avoidance of doubt it is hereby declared that although this guarantee gives rise to legal relations between us as guarantor and yourself, this does not exempt the Successful Proponent from any obligation/s or undertaking/s assumed or given by it under or in pursuance of the Concession Agreement.

This guarantee shall become effective on the execution of the Concession Agreement by the relative parties thereto and shall expire on the termination of the concession(three (3) months after the date of termination of the Concession Agreement) and unless it is extended by us or returned to us for cancellation before that date, any demand made by you for payment must be received at this office in writing not later than the aforementioned expiry date.

This guarantee should be returned to us for cancellation on utilisation or expiry or in the event the guarantee being no longer required by you.

After the expiry date and in the absence of a written demand being received by us before such expiry date, this guarantee shall be null and void, whether returned to us for cancellation or not, and our liability hereunder shall terminate.

This guarantee is personal to you and is not assignable.

Yours faithfully,

o.b.o (Name of Bank)

Successful Proponent

Appendix 6 - Details of Bidder

Name of Bidder/Joint Venture/Consortium			
Address of registered Office			
E-mail Address			
Tel. Nos.			
Fax Nos.			
Email address			
Mobile Phone No.			
VAT Registration No. (if applicable)			
Date of registration under the Companies Act (if applicable)			
Contact person			
Signature		Date	
ID. Card No.			

Signature:

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

Date:.....