



TENDER NUMBER: T17/2011

**PROCUREMENT OF THE ELECTRICAL POWER SUPPLY
SYSTEM FEEDING THE MAIN VENTILATION PLANT IN
HEXAGON HOUSE IN MARSA**

Date Published: WEDNESDAY, 9th NOVEMBER 2011

Closing Date: THURSDAY, 1ST DECEMBER 2011 at 11:00am CET

This Tender is free of charge

IMPORTANT:

- No Bid Bond is requested for this tender
- Tenderers are bound by their offers for at least 150 days after the closing date

Clarifications shall be uploaded and will be available to view/download from
<http://www.mepa.org.mt/info-tender>

Department of Contracts

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SUPPLIES TENDER

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VOLUME 1 SECTION 1 - INSTRUCTIONS TO TENDERERS

A. GENERAL PART

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 Contracting Authority, whatever his own corresponding conditions may be, which he hereby waives. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender document.

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

The Evaluation Committee shall, after having obtained approval by the Departmental Contracts Committee, request rectifications in respect of incomplete/non-submitted information pertinent to the documentation as outlined in sub-Clause 16.1(a) of these Instructions to Tenderers. Such rectification/s must be submitted within two (2) working days from notification: failure to comply shall result in the tender offer not being considered any further.

No rectification shall be allowed in respect of the documentation as outlined in sub-Clause 16.1(b), and 16.1(f) of these Instructions to Tenderers. Only clarifications on the submitted information in respect of the latter may be eventually requested.

- 1.2 The subject of this tender is the procurement of the electrical power supply system feeding the main ventilation plant in Hexagon House in Marsa
- 1.3 This is a lump-sum contract.
- 1.4 The tenderer will bear all costs associated with the preparation and submission of the tender. The Contracting Authority will in no case be responsible or liable for such costs, whatever the conduct or outcome of the procedure.
- 1.6 The Contracting Authority retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.

2. Timetable

	DATE	TIME*
Clarification Meeting/Site Visit (Refer to Clause 9.1)	14 th November 2011	10.00 am
Deadline for request for any additional information from the Contracting Authority	15 th November 2011	04:00 pm
Last date on which additional information are issued by the Contracting Authority	25 th November 2011	04:00 pm
Deadline for submission of tenders / Tender Opening Session (unless otherwise modified in terms of Clause 11.3)	1 st December 2011	11:00 am

* All times Central European Time (CET)

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. Financing

- 4.1 The project is financed from local budget funds.
- 4.2 The beneficiary of the financing is the Malta Environment and Planning Authority.

5. Eligibility

- 5.1 Participation in tendering is open on equal terms to all natural and legal persons of the Member States of the European Union, the beneficiary country, any other country in accordance with Regulation 76 of the Public Procurement Regulations.
- 5.2 Natural persons, companies or undertakings who fall under any of the conditions set out in Regulation 50 of the Public Procurement Regulations, 2010 (Legal Notice 296 of 2010) may be excluded from participation in and the award of contracts. Tenderers or candidates who have been guilty of making false declarations will also incur financial penalties representing 10% of the total value of the contract being awarded.
- 5.3 Sub-contracting, joint venture and consortiums are not allowed for this tender.
- 5.4 All materials, equipment and services to be supplied under the contract must originate in an eligible country. For these purposes, "origin" means the place where the materials and/or equipment are mined, grown, produced or manufactured and/or from which services are provided.

6. Selection Criteria

- 6.1 No evidence of economic and financial standing is required.

7. Only One Tender per Tenderer

- 7.1 Submission or participation by a tenderer in more than one tender for a contract will result in the disqualification of all those tenders for that contract in which the party is involved.

8. Tender Expenses

- 8.1 The tenderer will bear all costs associated with the preparation and submission of the tender.
- 8.2 The Contracting Authority will neither be responsible for, nor cover, any expenses or losses incurred by the tenderer through site visits and inspections or any other aspect of his tender.

9. Clarification Meeting/Site Visit

- 9.1 A clarification meeting/site visit will be held on the date and time indicated in Clause 2, at MEPA Hexagon House, Coal Wharf, Marsa 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 11.2.

Meetings/visits by individual prospective tenderers during the tender period other than this meeting/site visit for all prospective tenderers cannot be permitted.

B. TENDER DOCUMENTS

10. Content of Tender Document

- 10.1 The set of tender documents comprises the following documents and should be read in

conjunction with any clarification notes issued in accordance with Clause 24:

- Volume 1 Instructions to Tenderers
- Volume 2 Draft Contract
 - General Conditions (available online from www.contracts.gov.mt/conditions)
 - Special Conditions
- Volume 3 Technical Specifications
- Volume 4 Bill of Quantities
- Volume 5 Drawings

- 10.2 Tenderers bear sole liability for examining with appropriate care the tender documents, including those design documents available for inspection, and any clarification notes to the tender documents issued during the tendering period, and for obtaining reliable information with respect to conditions and obligations that may in any way affect the amount or nature of the tender or the execution of the works. In the event that the tenderer is successful, no claim for alteration of the tender amount will be entertained on the grounds of errors or omissions in the obligations of the tenderer described above.
- 10.3 The tenderer must provide all documents required by the provisions of the tender document. All such documents, without exception, must comply strictly with these conditions and provisions and contain no alterations made by the tenderer.

11. Explanations/Clarification Notes Concerning Tender Documents

- 11.1 Tenderers may submit questions in writing to the Contracting Authority by sending an email to the Director Corporate Services on dcx@mepa.org.mt, up to 16 calendar days before the deadline for submission of tenders. The Contracting Authority must reply to all tenderers' questions, and amend the tender documents by publishing clarification notes, up to at least 6 calendar days before the deadline for submission of tenders.
- 11.2 Questions and answers, and alterations to the tender document will be published as a clarification note on the website of the Malta Environment and Planning Authority (www.mepa.org.mt/info-tender). Clarification notes will constitute an integral part of the tender documentation, and it is the responsibility of tenderers to visit this website and be aware of the latest information published online prior to submitting their Tender.
- 11.3 The Contracting Authority may, at its own discretion, as necessary and in accordance with Clause 24, extend the deadline for submission of tenders to give tenderers sufficient time to take clarification notes into account when preparing their tenders.

12. Labour Law

- 12.1 Particular attention is drawn to the conditions concerning the employment of labour in Malta and the obligation to comply with all regulations, rules or instructions concerning the conditions of employment of any class of employee.

13. Law

- 13.1 By submitting their tenders, tenderers are accepting that this procedure 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 tender and the resulting contract.

C. TENDER PREPARATION

14. Language of Tenders

- 14.1 The tender and all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Authority must be written in English.

- 14.2 Supporting documents and printed literature furnished by the tenderer may be in another language, provided they are accompanied by an accurate translation into English. For the purposes of interpretation of the tender, the English language will prevail.

15. Presentation of Tenders

- 15.1 Tenders must satisfy the following conditions:
- (a) All tenders must be submitted in one original, clearly marked “original”, and one identical copy (including all documentation as in the original) signed in the same way as the original and clearly marked “copy”. **A soft copy saved on CD should be submitted together with the “original” copy.**
 - (b) Both documents are to be separately sealed and placed in another sealed envelope/package so that the bid can be identified as one tender submission. Following the tender opening session, the copy shall be kept, unopened, at the Corporate Services Directorate, Malta Environment and Planning Authority, for verification purposes only should the need arise.
 - (c) **All tenders must be received by date and time indicated in the timetable at Clause 2 and deposited in the tender box in the foyer of the Malta Environment and Planning Authority, St. Francis Ravelin, Floriana, FRN 1230, Malta.**
 - (d) All package, as per (b) above, must bear only:
 - (i) the above address;
 - (ii) the reference of the invitation to tender concerned;
 - (iii) the name of the tenderer.

16. Content of Tender (Single-Envelope System)

- 16.1 The tender must comprise the following duly completed documents, inserted in a single, sealed envelope (unless their volume requires a separate submission):
- (a) *General/Administrative Information*^(Note 1)
 - (i) Statement on Conditions of Employment (Volume 1, Section 3)

Selection Criteria
 - (b) *Evaluation Criteria/Technical Specifications*^(Note 2)
 - (i) Tenderer’s Technical Offer in response to specifications (Volume 3)
 - (ii) Literature
 - (c) *Financial Offer/Bill of Quantities*^(Note 2)
 - (i) The Tender Form in accordance with the form provided in Volume 1, Section 2; a separate Tender Form is to be submitted for each option tendered, each form clearly marked ‘Option 1’, ‘Option 2’ etc.;
 - (ii) A financial bid calculated on a basis of **Delivered Duty Paid (DDP)** for the supplies tendered in the form provided in Volume 4. (Bill of Quantities)

Notes to Clause 16.1:

1. *Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within two working days from notification.*
2. *No rectification shall be allowed. Only clarifications on the submitted information may be requested.*

Tenderers must indicate where the above documentation is to be found in their offer by using an index. All documentation is to be securely bound / filed. Tenderers are NOT required NOR expected to submit, with their offer, any components of the tender document except those specifically mentioned in Clause 16.

17. Tender Prices

- 17.1 Tenderers will be deemed to have satisfied themselves, before submitting their tender, to its correctness and completeness, to have taken account of all that is required for the full and proper performance of the contract, and to have included all costs in their rates and prices.
- 17.2 The tender must be submitted in Euro (€).
- 17.3 Tenderers must quote all components of the price **inclusive** of taxes, customs and import duties, and any discounts. Except as may otherwise be provided for in the contract, no payment will be made for items which have not been costed.
- 17.4 Different options are to be clearly identifiable in the technical and financial submission; a **separate Tender Form (as per Volume 1, Section 2) marked 'Option 1', 'Option 2' etc. for each individual option clearly outlining the price of the relative option is to be submitted.**
- 17.5 If the tenderer offers a discount, the discount must be absorbed in the rates of the Bill of Quantities/Financial Statement.
- 17.6 The prices for the contract must include all of the works to be provided. The prices quoted are fixed and not subject to revision or escalation in costs, unless otherwise provided for in the Special Conditions.
- 17.7 The budget available for this tender is not available.
- VAT and all other taxes are to be quoted separately.**

18. Currencies of Tender and Payments

- 18.1 The currency of the tender is the Euro (€). All sums in the breakdown of the overall price, in the questionnaire and in other documents must be expressed in Euro (€), with the possible exception of originals of bank and annual financial statements.
- 18.2 Payments will be made upon certification of supplies by the Contracting Authority, based on the invoice issued by the Contractor, in accordance with the timeframes, terms and conditions of the contract.
- 18.3 All correspondence relating to payments, including invoices and interim and final statements must be submitted as outlined in the contract.

19. Period of Validity of Tenders

- 19.1 Tenders must remain valid for a period of 150 days after the deadline for submission of tenders indicated in the contract notice, the tender document or as modified in accordance with Clauses 11.3 and/or 24. Any tenderer who quotes a shorter validity period will be rejected.
- 19.2 In exceptional circumstances the Contracting Authority may request that tenderers extend the validity of tenders for a specific period. Such requests and the responses to them must be made in writing. A tenderer may refuse to comply with such a request without forfeiting his tender guarantee (Bid Bond). However, his tender will no longer be considered for award. If the tenderer decides to accede to the extension, he may not modify his tender. He is, however, bound to extend the validity of his tender guarantee for the revised period of validity of the tender.
- 19.3 The successful tenderer must maintain his tender for a further 60 days from the date of notification of award.

20. Tender Guarantee (Bid Bond)

- 20.1 No tender guarantee (bid bond) is required.

21. Variant Solutions

- 21.1 No variant solutions will be accepted. Tenderers must submit a tender in accordance with the requirements of the tender document.

22. Preparation and Signing of Tenders

- 22.1 All tenders must be submitted in one original, clearly marked “original”, and one identical copy (including all documentation as in the original) signed in the same way as the original and clearly marked “copy”. Tenders must comprise the documents specified in Clause 16 above.

It is the responsibility of the tenderers to ensure that both the original and the copy are an identical representation of one another.

- 22.2 The tenderer’s submission must be typed in, or handwritten in indelible ink. Any pages on which entries or corrections to his submission have been made must be initialled by the person or persons signing the tender. All pages must be numbered consecutively by hand, machine or in any other way acceptable to the Contracting Authority.
- 22.3 The tender must contain no changes or alterations, other than those made in accordance with instructions issued by the Contracting Authority (issued as clarification notes) or necessitated by errors on the part of the tenderer. In the latter case, corrections must be initialled by the person signing the tender.
- 22.4 The tender will be rejected if it contains any alteration, tampering, addition or deletion to the tender documents not specified in a clarification note issued by the Contracting Authority.

D. SUBMISSION OF TENDERS

23. Sealing and Marking of Tenders

- 23.1 The tenders must be submitted in English and deposited in the Department’s tender box **before** the deadline specified in Clause 2 or as otherwise specified in accordance with Clause 11.1 and/or 24.1. They must be submitted:

EITHER by recorded delivery (official postal/courier service) or hand delivered to:

**Corporate Services Directorate,
Malta Environment and Planning Authority,
St. Francis Ravelin,
Floriana, FRN 1230
Malta**

Tenders submitted by any other means will not be considered.

- 23.2 Tenderers must seal the original and the copy of their tender as outlined in Clause 15.
- 23.3 If the outer envelope is not sealed and marked as required in Sub clause 15.1, the Contracting Authority will assume no responsibility for the misplacement or premature opening of the tender.

24. Extension of Deadline for Submission of Tenders

- 24.1 The Contracting Authority may, at its own discretion, extend the deadline for submission of tenders by issuing a clarification note in accordance with Clause 11. In such cases, all rights and obligations of the Contracting Authority and the tenderer regarding the original date specified in the contract notice will be subject to the new date.

25. Late Tenders

- 25.1 All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by the Contracting Authority. The associated guarantees will be returned to the tenderers.
- 25.2 No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

26. Alterations and Withdrawal of Tenders

- 26.1 Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders. No tender may be altered after the deadline for submission.
- 26.2 Any notification of alteration or withdrawal must be prepared, sealed, marked and submitted in accordance with Clause 23, and the envelope must also be marked with "alteration" or "withdrawal".

E. OPENING AND EVALUATION OF OFFERS

27. Opening of Tenders

- 27.1 Tenders will be opened on the date and time indicated in the timetable at Clause 2 (or as otherwise specified in accordance with Clause 11.1 and/or 24.1) at the Malta Environment and Planning Authority, St. Francis Ravelin, Floriana, FRN 1230, Malta by the Tender Opening Board. They will draw up a 'Summary of Tenders Received' which will be published on MEPA's website, www.mepa.org.mt/info-tender.
- 27.2 At the tender opening, the tenderers' names, the tender prices, variants, written notification of alterations and withdrawals, the presence of the requisite tender guarantee and any other information the Contracting Authority may consider appropriate will be published.
- 27.3 Envelopes marked "withdrawal" will be read out first and returned to the tenderer.
- 27.4 Reductions or alterations to tender prices made by tenderers after submission will not be taken into consideration during the analysis and evaluation of tenders.

28. Secrecy of the Procedure

- 28.1 After the opening of the tenders, no information about the examination, clarification, evaluation or comparison of tenders or decisions about the contract award may be disclosed before the notification of award.
- 28.2 Information concerning checking, explanation, opinions and comparison of tenders and recommendations concerning the award of contract, may not be disclosed to tenderers or any other person not officially involved in the process unless otherwise permitted or required by law.
- 28.3 Any attempt by a tenderer to approach any member of the Evaluation Committee/Contracting Authority directly during the evaluation period will be considered legitimate grounds for disqualifying his tender.

29. Clarification of Tenders

- 29.1 When checking and comparing tenders, the evaluation committee may, after obtaining approval from the Departmental Contracts Committee, ask a tenderer to clarify any aspect of his tender.
- 29.2 Such requests and the responses to them must be made by e-mail or fax. They may in no circumstances alter or try to change the price or content of the tender, except to correct

arithmetical errors discovered by the evaluation committee when analysing tenders, in accordance with Clause 31.

30. Tender Evaluation Process

30.1 The following should be read in conjunction with Clause 27.

30.2 Part 1: Administrative Compliance

The Evaluation Committee will check the compliance of tenders with the instructions given in the tender document, and in particular the documentation submitted in respect of Clause 16.

The Evaluation Committee shall, after having obtained approval by the Departmental Contracts Committee, request rectifications in respect of incomplete/non-submitted information pertinent to the documentation as outlined in sub-Clause 16.1(a) of these Instructions to Tenderers. Such rectification/s must be submitted within two (2) working days from notification: failure to comply shall result in the tender offer not being considered any further. No rectification shall be allowed in respect of the documentation as outlined in sub-Clause 16.1 (b) and 16.1(c) of these Instructions to Tenderers. Only clarifications on the submitted information in respect of the latter may be eventually requested.

30.3 Part 2: Eligibility and Selection Compliance

Tenders which have been considered administratively compliant shall be evaluated for admissibility as outlined below:

(i) Eligibility Criteria

- Tender Form (Volume 1, Section 2)

30.4 Part 3: Technical Compliance

At this step of the evaluation process, the Evaluation Committee will analyse the administratively-compliant tenders' technical conformity in relation to the Terms of Reference (Volume 3, and the documentation requested by the Contracting Authority as per sub-Clause 16(b)).

When evaluating technical offers, each evaluator awards each offer a score out of a maximum 100 points in accordance with the technical criteria and any sub-criteria as outlined below. The aggregate final score is arrived at by calculating the arithmetical average of the individual final score of each evaluator.

Evaluation Grid

Criterion	Maximum Score Possible
<i>Quality of the technical proposal in terms of:</i>	
1. Adherence to specified technical requirements	80
2. Adherence to specified installation & commissioning requirements	20
TOTAL	100

Only tenders with average scores of at least 60 points will qualify for the financial evaluation.

Out of the tenders reaching this minimum threshold, the best technical offer is awarded 100 points. The others receive points calculated using the following formula:

$$\text{Technical score} = \frac{\text{final score of the technical offer in question}}{\text{final score of the best technical offer}} \times 100$$

30.5 Part 4. Financial Evaluation

The financial offers for tenders which were not eliminated during the technical evaluation (i.e., those which have achieved an average score of 60 points or more) will be evaluated.

The Evaluation Committee will check that the financial offers contain no arithmetical errors as outlined in Clause 31.

The tender with the lowest financial offer receives 100 points. The others are awarded points by means of the following formula:

$$\text{Financial score} = \frac{\text{lowest financial offer}}{\text{financial offer of the tender being considered}} \times 100$$

31. Correction of Arithmetical Errors

31.1 Admissible tenders will be checked for arithmetical errors by the Evaluation Committee. Errors will be corrected as follows:

- (a) where there is a discrepancy between amounts in figures and in words, the amount in words will prevail;
- (b) where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will prevail.

31.2 The amount stated in the tender will be adjusted by the Evaluation Committee in the event of error, and the tenderer will be bound by that adjusted amount. In this regard, the Evaluation Committee shall seek the prior approval of the Departmental Contracts Committee to communicate the revised price to the tenderer. If the tenderer does not accept the adjustment, his tender will be rejected and his tender guarantee forfeited.

31.3 When analysing the tender, the evaluation committee will determine the final tender price after adjusting it on the basis of Clause 31.1.

F. CONTRACT AWARD

32. Criteria for Award

32.1 The sole award criterion will be the price. The contract will be awarded to the cheapest priced tender satisfying the administrative and technical criteria.

33. Right Of The Contracting Authority To Accept Or Reject Any Tender

33.1 The Contracting Authority reserves the right to accept or reject any tender and/or to cancel the whole tender procedure and reject all tenders. The Contracting Authority reserves the right to initiate a new invitation to tender.

33.2 In the event of a tender procedure's cancellation, tenderers will be notified by the Contracting Authority. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the sealed envelopes will be returned, unopened, to the tenderers.

33.3 Cancellation may occur where:

- (a) the tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender 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) all technically compliant tenders exceed the financial resources available;
- (e) there have been irregularities in the procedure, in particular where these have prevented fair competition.

In no circumstances will the Contracting Authority be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of a tender, even if the Contracting Authority has been advised of the possibility of damages. The publication of a contract notice does not commit the Contracting Authority to implement the programme or project announced.

34. Notification of Award, Contract Clarifications

- 34.1 Prior to the expiration of the period of validity of tenders, the Contracting Authority will notify the successful tenderer, in writing, that his tender has been recommended for award by the Departmental Contracts Committee, pending any appeal being lodged in terms of Part XIII of the Public Procurement Regulations (being reproduced in Volume 1, Section 6).
- 34.2 Unsuccessful bidders shall be notified with the outcome of the evaluation process, and will be provided the following information:
 - (i) the criteria for award;
 - (ii) the name of the successful tenderer;
 - (iii) the recommended price of the successful bidder;
 - (iv) the reasons why the tenderer did not meet the technical specifications/ notification that the offer was not the cheapest (if applicable);
 - (v) the deadline for filing a notice of objection (appeal);
 - (vi) the deposit required if lodging an appeal.
- 34.3 The recommendations of the Departmental Contracts Committee shall be published online on the Department's website, <http://www.mepa.org.mt/info-tender>

35. Contract Signing and Performance Guarantee

- 35.1 After the lapse of the appeals period, and pending that no objections have been received and/or upheld, the successful tenderer may be invited to clarify certain contractual questions raised therein. Such clarification will be confined to issues that had no direct bearing on the choice of the successful tender. The outcome of any such clarifications will be set out in a Memorandum of Understanding, to be signed by both parties and incorporated into the contract.
- 35.2 Within 15 calendar days of receiving the contract (against acknowledgment of receipt) from the Contracting Authority, the successful tenderer will sign and date the contract and return it to the Contracting Authority with the performance guarantee and the Financial Identification Form (if applicable). On signing of the contract by the Contracting Authority, the successful tenderer will become the Contractor and the contract will enter into force.
- 35.3 Before the Contracting Authority signs the contract with the successful tenderer, the successful tenderer may be requested to provide the documentary proof or statements required to show that it does not fall into any of the exclusion situations listed in Clause 7 of the Tender Form (Volume 1, Section 2). The above mentioned documents must be submitted by every member of a Joint Venture/Consortium (if applicable).
- 35.4 If the selected tenderer fails to sign and return the contract, other required documentation, and any guarantees required within the prescribed 15 calendar days, the Contracting Authority may consider the acceptance of the tender to be cancelled without prejudice to the Contracting Authority's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the Contracting Authority.

The tenderer whose tender has been evaluated as [second cheapest/second most economically advantageous] may be recommended for award, and so on and so forth.

- 35.5 Only the signed contract will constitute an official commitment on the part of the Contracting Authority, and activities may not begin until the contract has been signed by the Contracting Authority and the successful tenderer.
- 35.6 The performance guarantee referred to in the General Conditions is set at 10% of the amount of the contract and must be presented in the form specified in Volume 2, Section 4, to the tender document the performance guarantee shall be released within 30 days of the signing of the Final Statement of Account (Final Bill), unless the Special Conditions provide otherwise.

36. Period of Delivery

- 36.1 The period of delivery commences from the date of the last signature of the contract.
- 36.2 The Contractor must inform the Contracting Authority's representative by return that he has received the notice.

G. MISCELLANEOUS

37. Ethics Clauses

- 37.1 Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his candidacy or tender and may result in administrative penalties.
- 37.2 Without the Contracting Authority's prior written authorisation, the Contractor and his staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other programmes or projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.
- 37.3 When putting forward a candidacy or tender, the candidate or tenderer must declare that he is affected by no potential conflict of interest, and that he has no particular link with other tenderers or parties involved in the project.
- 37.4 The Contractor must at all time act impartially and as a faithful adviser in accordance with the code of conduct of his profession. He must refrain from making public statements about the project or services without the Contracting Authority's prior approval. He may not commit the Contracting Authority in any way without its prior written consent.
- 37.5 For the duration of the contract, the Contractor and his staff must respect human rights and undertake not to offend the political, cultural and religious morals of Malta.
- 37.6 The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.
- 37.7 The Contractor and his staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor are confidential.
- 37.8 The contract governs the Parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.
- 37.9 The Contractor shall refrain from any relationship likely to compromise his independence or that of his staff. If the Contractor ceases to be independent, the Contracting Authority may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.
- 37.10 The tender(s) concerned will be rejected or the contract terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual

commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

38. Data Protection and Freedom of Information

- 38.1 Any personal data submitted in the framework of the procurement procedure and/or subsequently included in the contract shall be processed pursuant to the Data Protection Act (2001). It shall be processed solely for the purposes of the performance, management and follow-up of the procurement procedure and/or subsequent contract by the Contracting Authority/Contracting Authority without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with National and/or Community law.
- 38.2 The provisions of this contract are without prejudice to the obligations of the Contracting Authority in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). The Contracting Authority, prior to disclosure of any information to a third party in relations to any provisions of this contract which have not yet been made public, shall consult the contractor in accordance with the provisions of the said Act, pertinent subsidiary legislation and the Code of Practice issued pursuant to the Act. Such consultation shall in no way prejudice the obligations of the Contracting Authority in terms of the Act.

39. Gender Equality

- 39.1 In carrying out his/her obligations in pursuance of this contract, the tenderer shall ensure the application of the principle of gender equality and shall thus 'inter alia' refrain from discriminating on the grounds of gender, marital status or family responsibilities. Tenderers are to ensure that these principles are manifest in the organigram of the company where the principles aforementioned, including the selection criteria for access to all jobs or posts, at all levels of the occupation hierarchy are amply proven. In this document words importing one gender shall also include the other gender.

VOLUME 1 SECTION 2 - TENDER FORM

(A separate, distinct Tender Form must be submitted for EACH OPTION - if applicable - submitted)

Tender reference: T17/2011

Name of Tender: Procurement of the electrical power supply system feeding the main ventilation plant in Hexagon House in Marsa

A TENDER SUBMITTED BY

	Name(s) of tenderer(s)	Nationality	Proportion of Responsibilities ²
Leader ¹			
Partner ¹			
Etc ...			

1. Add/delete additional lines for partners as appropriate. Note that a sub-contractor is not considered to be a partner for the purposes of this tender procedure. If this tender is being submitted by an individual tenderer, the name of the tenderer should be entered as 'leader' (and all other lines should be deleted)

2. Proposed proportion of responsibilities between partners (in %) with indication of the type of the works to be performed by each partner (the company acting as the lead partner in a joint venture/consortium, they must have the ability to carry out at least 50% of the contract works by its own means. If a company is another partner in a joint venture/consortium (i.e. not the lead partner) it must have the ability to carry out at least 10% of the contract works by its own means).

B CONTACT PERSON (for this tender)

Name		Surname	
Telephone	(____) _____	Fax	(____) _____
Address		
E-mail			

C TENDERER'S DECLARATION(S)

To be completed and signed by the tenderer (including each partner in a consortium).

In response to your letter of invitation to tender for the above contract, we, the undersigned, hereby declare that:

- 1 We have examined, and accept in full and in its entirety, the content of this tender document (including subsequent Clarifications Notes issued by the Contracting Authority) for invitation to tender No. T17/2011 of Wednesday, 09th November 2011. We hereby accept the contents thereto in their entirety, without reservation or restriction. We also understand that any disagreement, contradiction, alteration or deviation shall lead to our tender offer not being considered any further.

- 2 We offer to execute, in accordance with the terms of the tender document and the conditions and time limits laid down, without reserve or restriction, the following works:

.....

- 3 The total price of our tender (inclusive of duties, VAT, other taxes and any discounts) is:

.....

- 4 This tender is valid for a period of 150 days from the final date for submission of tenders.

- 5 If our tender is accepted, we undertake to provide a performance guarantee of 10% of the contract value as required by the General Conditions.

- 6 We are making this application in our own right and [as partner in the consortium led by < name of the leader / ourselves >] for this tender [Lot No]. We confirm that we are not tendering for the same contract in any other form. [We confirm, as a partner in the consortium, that all partners are jointly and severally liable by law for the performance of the contract, that the lead partner is authorised to bind, and receive instructions for and on behalf of, each member, and that all partners in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's performance]. We are fully aware that, in the case of a consortium, the composition of the consortium cannot be modified in the course of the tender procedure.

- 7 We are not bankrupt or under an administration appointed by the Court, or under proceedings leading to a declaration of bankruptcy. We also declare that we have not been convicted criminally, or found guilty of professional misconduct. Furthermore, we are up-to-date in the payment of social security contributions and other taxes.

- 8 We accept that we shall be excluded from participation in the award of this tender if compliance certificates in respect of declarations made under Clause 7 of this declaration are not submitted by the indicated dates.

- 9 We agree to abide by the ethics clauses of the instructions to tenderers and, in particular, have no potential conflict of interests or any relation with other candidates or other parties in the tender procedure at the time of the submission of this application. We have no interest of any nature whatsoever in any other tender in this procedure. We recognise that our tender may be excluded if we propose key experts who have been involved in preparing this project or engage such personnel as advisers in the preparation of our tender.

- 10 We will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any false, inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the Government of Malta and the European Communities.

- 11 Our tender submission has been made in conformity with the Instructions to Tenderers, and in this respect we confirm having included in the appropriate packages as required, the following documentation:

- (a) **General Information** ^(Note 1)
- o Statement on Conditions of Employment

(b) **Evaluation Criteria/Technical Specifications** ^(Note 2)

- Tenderer's Technical Offer
- Literature

(c) **Tender Form, and Financial Offer/Bill of Quantities** ^(Note 2)

Notes:

1. *Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within two working days from notification. This is indicated by the symbol*
2. *No rectification shall be allowed. Only clarifications on the submitted information may be requested. This is indicated by the symbol*

12 I acknowledge that the Contracting Authority shall request rectifications in respect of incomplete/non-submitted information pertinent to the documentation listed in Clause 11(a) of this Tender Form. We understand that such rectification/s must be submitted within two (2) working days, and that failure to comply shall result in our offer not being considered any further.

13 We note that the Contracting Authority is not bound to proceed with this invitation to tender and that it reserves the right to cancel or award only part of the contract. It will incur no liability towards us should it do so.

Name and Surname: _____

I.D. / Passport Number: _____

Signature of tenderer: _____

Duly authorised to sign this
tender on behalf of: _____

Company/Lead Partner VAT No:
(if applicable) _____

Stamp of the firm/company: _____

Place and date: _____

VOLUME 1 SECTION 3 - TENDERER'S STATEMENTS

1. Statement on Conditions of Employment

It is hereby declared that all employees engaged on this contract shall enjoy working conditions such as wages, salaries, vacation and sick leave, maternity and parental leave as provided for in the relative Employment Legislation. Furthermore, we shall comply with Chapter 424 of the Laws of Malta (Occupational Health and Safety Authority Act) as well as any other national legislation, regulations, standards and/or codes of practice or any amendment thereto in effect during the execution of the contract.

In the event that it is proved otherwise during the execution of the contract it is hereby being consented that the contract is terminated with immediate effect and that no claim for damages or compensation be raised by us.

Signature:

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

Date:

VOLUME 1 SECTION 4 - GLOSSARY

Definitions

Note: the present definitions are given here for convenience only, in the context of the tender procedure. The definitions set out in the contract as concluded are determining for the relations between the parties to the contract.

Administrative order: Any instruction or order issued by the Project Manager to the Contractor in writing regarding the execution of the contract.

Breakdown of the overall price: A heading-by-heading list of the rates and costs making up the price for a lump-sum contract.

Contracting Authority: means the final beneficiary.

Conflict of interest: Any event influencing the capacity of a candidate, tenderer or supplier to give an objective and impartial professional opinion, or preventing him, at any moment, from giving priority to the interests of the Contracting Authority and the Contracting Authority. Any consideration relating to possible contracts in the future or conflict with other commitments, past or present, of a candidate, tenderer or supplier, or any conflict with his own interests. These restrictions also apply to subcontractors and employees of the candidate, tenderer or supplier.

Contract value: The total value of the contract to be paid by the Contracting Authority in terms of the agreed terms and conditions.

Contractor: The successful tenderer, once all parties have signed the contract.

Day: Calendar day.

Day works: Varied work inputs subject to payment on an hourly basis for the Contractor's employees and plant.

Defects Notification Period: The period stated in the contract immediately following the date of provisional acceptance, during which the Contractor is required to complete the works and to remedy defects or faults as instructed by the Engineer.

Drawings: Drawings provided by the Contracting Authority and/or the Engineer, and/or drawings provided by the Contractor and approved by the Engineer, for the carrying out of the works.

Engineer's representative: Any natural or legal person, designated by the Engineer as such under the contract, and empowered to represent the Engineer in the performance of his functions, and in exercising such rights and/or powers as have been delegated to him. In this case, references to the Engineer will include his representative.

Equipment: Machinery, apparatus, components and any other articles intended for use in the works

Evaluation Committee: a committee made up of an odd number of voting members (at least three) appointed by the Contracting Authority and possessing the technical, linguistic and administrative capacities necessary to give an informed opinion on tenders.

Final acceptance certificate: Certificate(s) issued by the Engineer to the Contractor at the end of the defects notification period stating that the Contractor has completed his obligations to construct, complete, and maintain the works concerned.

Final Beneficiary: The Department/Entity or other government body on whose behalf the Department of Contracts has issued this tender.

Foreign currency: Any currency permissible under the applicable provisions and regulations other than the Euro, which has been indicated in the tender.

General conditions: The general contractual provisions setting out the administrative, financial, legal and technical clauses governing the execution of contracts.

General damages: The sum not stated beforehand in the contract, which is awarded by a court or an arbitration tribunal, or agreed between the parties, as compensation payable to an injured party for a breach of the contract by the other party.

In writing: This includes any hand-written, typed or printed communication, including fax transmissions and electronic mail (e-mail).

Liquidated damages: The sum stated in the contract as compensation payable by the Contractor to the Contracting Authority for failure to complete the contract or part thereof within the periods under the contract, or as payable by either party to the other for any specific breach identified in the contract.

Modification: An instruction given by the Engineer which modifies the works.

National currency: The currency of the country of the Contracting Authority.

Period: A period begins the day after the act or event chosen as its starting point. Where the last day of a period is not a working day, the period expires at the end of the next working day.

Plant: appliances and other machinery, and, where applicable under the law and/or practice of the state of the Contracting Authority, the temporary structures on the site required to carry out the works but excluding equipment or other items required to form part of the permanent works.

Project Manager: The legal or natural person responsible for monitoring the execution of the contract on behalf of the Contracting Authority, where the latter is not the Contracting Authority

Provisional sum: A sum included in the contract and so designated for the execution of works or the supply of goods, materials, plant or services, or for contingencies, which sum may be used in whole or in part, or not at all, as instructed by the Engineer.

Site: The places provided by the Contracting Authority where the works are to be carried out and other places stated in the contract as forming part of the site.

Special conditions: The special conditions laid down by the Contracting Authority as an integral part of the tender document, amplifying and supplementing the general conditions, clauses specific to the contract and the terms of reference (for a service contract) or technical specifications (for a supply or works contract).

Supervisor/Engineer: The legal or natural person responsible for administering the contract on behalf of the Contracting Authority.

Tender document/s: The dossier compiled by the Contracting Authority and containing all the documents needed to prepare and submit a tender.

Tender price: The sum stated by the tenderer in his tender for carrying out the contract.

Works: Works of a permanent or temporary nature executed under the contract.

Written communications: Certificates, notices, orders and instructions issued in writing under the contract.

VOLUME 1 SECTION 5 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

The procedure for the submission of appeals is stipulated in Part II of the Public Contracts Regulations (Legal Notice 296/2010), reproduced hereunder for ease of reference. Part II (Rules governing public contracts whose value does not exceed €120,000) of the Public Contracts Regulations - Regulation 21

- 21.1 Where the estimated value of the public contract exceeds twelve thousand euro (€12,000) and is issued by an authority listed in Schedule 1, any tenderer or candidate concerned shall have a right to make a complaint to the Review Board in accordance with this regulation.
- 21.2 (a) The contracting authority shall be obliged to issue a notice and affix an advertisement, in a prominent place at its premises, indicating the awarded public contract, the financial aspect of the award and the name of the successful tenderer. The contracting authority shall, by electronic means or by fax, inform the tenderer or candidate concerned of the publication of the award. The contracting authority shall be precluded from concluding the contract during the period allowed for the submission of appeals.
(b) The award process shall be completely suspended if an appeal is eventually submitted.
- 21.3 Any tenderer or candidate concerned who is aggrieved by the award indicated by the contract authority may, within five working days from the publication of the notice, file a letter of objection, together with a deposit, with the contracting authority, clearly setting forth any reason for his complaint. The deposit to be paid in respect of tenders valued at less than forty-seven thousand euro (€47,000) shall be four hundred euro (€400), while those between forty-seven thousand euro (€47,000) and one hundred and twenty thousand euro (€120,000) shall be 0.5% of the estimated value of the tender, with a minimum deposit of four hundred euro (€400). The letter by the complaining tenderer shall be affixed on the notice board of the contracting authority and shall be brought to the attention of the recommended tenderer.
- 21.4 After the expiry of the period allowed for the submission of a complaint, the contracting authority shall deliver the letter of complaint, the deposit receipt and all documents relating to the public contract in question to the Review Board who shall examine the matter in a fair and equitable manner. In its deliberation the Review Board shall have the authority to obtain, in any manner it deems appropriate, any other information not already provided by the contracting authority. The Review Board shall determine the complaint by upholding or rejecting it. The written decision of the Review Board shall be affixed on the notice board of the contracting authority and copies thereof shall be forwarded to the Director of Contracts and all the parties involved.
- 21.5 The tenderer or candidate concerned who is not satisfied with the decision granted by the Review Board may refer the matter to the Court of Appeal (Inferior Jurisdiction) in terms of article 41(6) of the Code of Organization and Civil Procedure within a period of sixty days. Such recourse however may not delay the Head of the contracting authority from implementing the Review Board's decision.

VOLUME 1 SECTION 6 - QUESTIONNAIRE

Notes to Tenders

1. All questions contained in the forms must be answered by the tenderer.
2. Additional sheets may be attached as necessary.
3. If a question does not apply to the tenderer, “not applicable” should be entered alongside with a brief explanation of why.
4. Every single page of each form must be numbered consecutively in the bottom right-hand corner.
5. Attached documentation/certificates must always be accompanied by a relevant translation in the language of the procedure.
6. The person signing this questionnaire guarantees the truthfulness and accuracy of all the statements made.
7. The accuracy of the answers to the questionnaire, their completeness and the attached documentation will be taken into account in the tender evaluation. Please refer to Clause 1.1 of the Instructions to Tenderers.

Form 1 - Power of Attorney

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

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

Date:

VOLUME 2

VOLUME 2 SECTION 1 - DRAFT CONTRACT FORM

Financed by: [Specify Source of Financing]
Project: [Title and Number]
Contract Number: [Contract Number]

This contract is concluded between:

Department of Contracts
Notre Dame Ravelin
Floriana FRN 1600
Malta

(hereinafter called “The Contracting Authority”) on behalf of [name of Contracting Authority and address] on the one part, and

[Name of Contractor]
[Address]

(hereinafter called “The Contractor”) on the other part,

Whereas the Contracting Authority is desirous that certain supplies should be [supplied, manufactured, delivered, installed, commissioned, maintained, etc.] by the Contractor, viz.:

[Contract Title]

and has accepted a tender by the Contractor for the provision of such supplies and the remedying of any defects therein.

It is hereby agreed as follows:

1. In this contract words and expressions shall have the meanings assigned to them in the contractual conditions set out below.
2. The place of acceptance of the supplies shall be [.....], the time limits for delivery shall be [.....], and the INCOTERM²⁰⁰⁰ applicable shall be delivery duty paid (DDP).
3. The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:
 - (a) this contract,
 - (b) the Special Conditions,
 - (c) the General Conditions,
 - (d) the technical specifications and design documentation,
 - (e) the Contractor’s technical offer (including any clarifications made during adjudication),
 - (f) the financial offer (after arithmetical corrections)/breakdown,
 - (g) the tender form,
 - (h) any other documents forming part of the contract.

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

4. In consideration of the payments to be made by the Contracting Authority to the Contractor as hereinafter mentioned, the Contractor undertakes to deliver all supplies, and remedy defects therein in full compliance with the provisions of the contract.
5. The Contracting Authority hereby agrees to pay the Contractor in consideration of the execution and completion of the works and remedying of defects therein the amount of:

- Contract price (*excluding/including* VAT/other taxes): €.....
- Contract price in words:..... Euro

or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract. VAT shall be paid in compliance with National Law (in particular the VAT Act 1998, the Act No X of 2003 and relevant Legal Notices).

6. The Contractor hereby agrees to submit a performance guarantee amounting to €..... equivalent to 10% of the contract value together with the signed contract.
7. In witness whereof the parties hereto have signed the contract. This contract shall take effect on the date on which it is signed by the last party.

Done in English in three originals: one for the Contracting Authority, one for the Contracting Authority, and one for the Contractor.

Contracting Authority:

Contractor:

Signed by:

Signed by:

.....

.....

In the capacity of:

In the capacity of:

.....

.....

Being fully authorized by and acting on behalf of

Being fully authorized by and acting on behalf of

.....

.....

Date:

Date:

VOLUME 2 SECTION 2 - GENERAL CONDITIONS

The full set of General Conditions for Supply Contracts (Version 1.01 dated 15 March 2010) can be viewed/downloaded from:

www.contracts.gov.mt/conditions

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.

VOLUME 2 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.

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 4: Communications

The contact person for the Tenderer on the side of the Corporate Services Directorate will be:

- Name: **Ing. Ray Piscopo**
- Address: **Corporate Services Directorate,
Malta Environment & Planning Authority
St. Francis Ravelin
Floriana FRN 1230, Malta**
- Tel: **+356 2290 1519**
- Fax: **+356 2200 2295**
- Email: dcsc@mepa.org.mt

Article 11: Performance Guarantee

- 11.1 The Contractor shall, within 15 days of receipt of the contract for signature, furnish the Contracting Authority with a guarantee for the full and proper performance of the contract. The amount of the guarantee shall be 10% of the amount of the contract price, including any amounts stipulated in addenda to the contract. In the case that the value of the contract does not exceed €10,000, no performance guarantee is required.
- 11.3 The performance guarantee shall be in the format given in Volume 2, Section 4 and shall be provided in the form of a bank guarantee.

Article 26: Methods of Payment

- 26.1 Payments will be made in Euro.

Payments shall be authorized & paid by the Contracting Authority. and

Article 29: Delivery

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

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 41: Dispute Settlement by Litigation

Any dispute between the Parties that may arise during the performance of this contract and that has not been possible to settle otherwise between the Parties shall be submitted to the arbitration of the Malta Arbitration Centre in accordance with the Arbitration Act (Chapter 387) of the Laws of Malta.

This law is based on “Model Law” which is the Model Law on International Commercial Arbitration adopted on June 21, 1985 by the United Nations Commission on International Trade Law reproduced in the First Schedule of the Arbitration Act.

VOLUME 3 - TECHNICAL SPECIFICATIONS

Part 1 - The Contracting Authority's Technical Requirements

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.

1.0 SCOPE OF WORKS

The work required consists in the supply and installation of three cable circuits on trays from the main switchboard to three isolators on the roof at Hexagon House in Marsa.

The cables shall be used to feed the following equipment:

- One chiller reference CH-01 as per MEPA tender reference T11/2011 (powered from non-essential power supply system)
- One chiller reference CH-01 as per MEPA tender reference T11/2011 (powered from non-essential power supply system)
- One Motor Control Centre which in turn feeds two AHU's reference AHU-East and AHU-South as per MEPA tender reference T10/2011 (powered from Essential power supply system)

2.0 PRELIMINARIES

2.1 Prior to the tendering procedure, the tenderers are to visit the site and agree with the client on the location of the main plant in order to enable them to quantify the length of pipework, cabling, cable baskets, cable trays, cabling etc. required. The tender submittal shall include in the offer a drawing indicating the pre-agreed location of main equipment and routing of pipework, cabling, cable trays and cable baskets.

2.2 Quoted prices are to include for coordination with all other contractors on site.

2.3 To include for craneage of all equipment as necessary.

2.4 To allow for the presence of a technical quality assurance manager throughout the execution of the project with respect to procurement, installation, commissioning and handing over.

2.5 All openings in walls and ceilings shall be marked, opened and made good by the contractor after receipt of a confirmation to proceed by the client or their representative structural engineers.

2.6 All electrical works in this tender document shall be carried out by Licence B electricians, supervised on a daily basis during procurement, installation, testing, commissioning, handing over and training of client's personnel by a warranted electrical engineer.

2.7 The Contractor shall ensure that all the work is carried out in the most diligent, competent and professional manner to ensure a high standard of workmanship. He shall ensure compliance with all the relevant local legislation in particular Health and Safety and the current Electrical Supply Regulations.

2.8 All prices quoted in the attached bills of quantities are to exclude VAT, but are to include any other taxes and levies as might apply. VAT shall only be entered in the tender summary page.

2.9 Vibration transmission

Vibration transmission from the equipment to the building must be eliminated by means of appropriate anti vibration mountings. These mountings shall be supplied with the equipment and included in the tendered price.

2.10 Compatibility with the marine environment

Air cooling coils should be treated against potential corrosion by manufacturer approved methods to provide a warranty of 10 years.

2.11 Neatness of installation

The installation is therefore required to be neat, linear, level, orderly and having a good visible surface finish.

2.12 Electrical equipotential bonding.

All earthing requirements shall comply with the 17th Edition of the I.E.E. regulations, and current Enemalta requirements. All copper earthing material shall be BS approved and intended for use in earthing installations.

In particular all mechanical equipment and fluid conveying systems such as AHU's, fans, chillers, VRF's, metal ductwork, aluminium grilles etc. shall be earthed by means of earth wiring in order to ensure continuity between sections such as between flanges of ductwork, between motor anti-vibration mountings and supporting frames, between supporting structures with rubberised footings and earth itself.

2.13 Fire stopping

Wherever services pass from one fire compartment to another, approved fire stopping material is to be applied by the Contractor to all service penetrations including cable trunking, cable trays, etc., and between sleeves and the service passing through them.

2.14 The systems shall be complete and working in all respects, and shall include all necessary accessories, fittings and ancillary equipment, and all items not specifically mentioned according to the scope and spirit of this description.

2.15 Discrepancies

Whilst all the drawings, specifications and bill of quantities have been made as truthful as possible, the tenderer shall satisfy him that these documents cover the complete systems in terms of materials, equipment and accessories for the proper operation of the installation as a whole.

2.16 Protection of works

The Contractor shall protect all equipment, material and works until taken over by the client and shall remain his sole responsibility until official handing over.

2.17 Completion, Quantities and Variations

Except where a particular sequence of operation is specified, the work shall be carried out in whole or in sections as the conditions or state of the building may dictate, or at the direction of the Supervising Engineer.

The contractor shall carry out all of the required works to an agreed programme with the Supervising Engineer and within the contract period stated in the contract documents.

Some work may be required to be carried out outside normal working hours to facilitate the normal running of the site. Contractors will be expected to make suitable allowances for both 'normal' and exceptional circumstances when submitting their prices since no additional payments will be for work which needs to be carried out after normal working hours.

The consultant and the client reserve the right to amend or add further drawings at any time, during the duration of this contract. The contractor shall give notice in writing if such work is extra to that covered in the Bill of Quantities and Specifications before proceeding with such work. The contractor has no right to make any claim if no notice in writing is submitted to the consulting engineer.

2.18 This specification shall be read in conjunction with the General Conditions of Contract, the Drawings issued to date and any others which may become necessary from time to time at the discretion of

the Engineer in charge, and also with the Schedule of Prices or BOQ, which all together form the Contract Documents.

- 2.19 The work shall be completed by the contractor to the full satisfaction of the Engineer in charge and the contractor shall be responsible for the satisfactory performance of the service in accordance with the spirit of the design and specifications.
- 2.20 The contractor shall prepare installation diagrams, wiring drawings and schematics as may be necessary in the Engineer's opinion. These shall be submitted to the engineer for approval before execution of the work.

The installation must be carried out in accordance with the local Electricity Supply Regulations (E.S.R.) and the latest edition of the I.E.E. Regulations (BSS 7671). All site work must be carried out under the overall responsibility of a Warranted Electrical Engineer and the supervision of a wireman having a valid 'B' License both of whom should be appointed by the Contractor at his expense. The client will have the right to suspend the work unless the wireman is on site while work is in progress. The Engineer and wireman will also have to approve the final layout drawings and to certify all test results and to confirm that the installation is in accordance with the E.S.R and I.E.E. Regulations.

Three copies of all test results, as-fitted and schematic drawings and a certificate confirming that the installation is in accordance with the E.S.R. and the I.E.E. Regulations endorsed by the Contractor's wireman must be handed over to the client prior to final payment.

In view of the size of the installation it might be found necessary to commission it in various sections. This is acceptable so long as each section of the installation is certified by the Contractor's Engineer and Wireman prior to it being energized. Certification implies that the Contractor must submit test results (to Enemalta and the client) endorsed by his Engineer and Wireman, stating that the installation has been tested and found to comply with the E.S.R. The contractor is also responsible to apply with Enemalta for providing power on site. Any Enemalta fees will be borne by the client.

2.21 Working Drawings, Final "As Fitted" Drawings and Maintenance Manuals

In addition the contractor shall provide for the approval of the Consultant dimensioned working drawings of all key equipment and service runs together with any holes, openings, or ducts required for passage of pipes or fixing of equipment.

On completion of the work the contractor shall provide three sets of "as-fitted" drawings to the Client. Until such time as a complete and accurate set of drawings are received, the project will not be deemed to have reached Completion.

- 2.22 The contractor shall bind himself to co-ordinate his works with those of other contractors, the whole works being scheduled according to the overall works program prepared by and monitored by the Engineer in charge.

2.23 Samples, Standards & Supervision

The Contractor shall provide samples of pieces of equipment or installation material as requested for the approval of the Engineer prior to ordering or commencing to work. The Contractor shall not order or install any equipment prior to submitting and receiving a signed copy by the Engineer of the MATERIAL APPROVAL document, even if this is the same equipment as submitted during the tendering period.

The contractor shall be responsible to bring to the Engineer's attention any discrepancies between the design, drawings, specification or instructions or any inconsistency or omission in either of them immediately prior to commencing any works relative thereto.

All equipment to be installed on site shall be CE marked.

2.24 Guarantee Period

The Contractor shall guarantee for a period of twenty four months all workmanship. The guarantee shall commence from the date of the certificate of practical completion issued by the Engineer. This period shall not be deemed to have expired until the Contractor has rectified all defects or faults to the Engineers satisfaction.

If the contractor fails to carry out such rectification work as may be required, the Engineer will make arrangements to have these works carried out at the expense and risk of the Contractor and will be deducted from the balance payment.

2.25 Cleaning Up

The Contractor shall at all time keep the works free from the accumulation of waste materials and regularly shall clear all his rubbish, waste and surplus materials from and about the Works and adjoining areas. In default, the Client may clear the site and adjoining areas as aforesaid and the cost thereof shall be borne by the contractor. On completion the contractor shall not be due the final payment unless the site has been cleared of all the rubbish, waste material and any other surplus material from the site.

2.26 Responsibilities

The Contractor shall advise in writing to the Engineer, where according to his judgement any modification and variations are necessary for the proper operation of the services. The Engineer, however, shall have the final word in such decisions and shall give his decision in writing to the Contractor. The Contractor shall be held responsible for any malfunctions of the service if this condition is not adhered to. In case the Contractor's advice is not accepted by the Engineer/Client, the Contractor shall be relieved of any responsibility and liability for any malfunctions of the service due to not accepting his advice.

2.27 Material on Site

Fixed materials on site shall not be removed by the contractor under any circumstances unless approved in writing by the Engineer.

2.28 Taxes

The contractor shall be liable for the payment of all Taxes, duties, ecotax, levies including VAT etc. and other charges that may be levied by the controller of customs for materials imported and/or for the execution of these works

All such charges will be deemed to be included in the tender prices.

2.29 Certification and Measurement

The works shall be measured as specified in the Bill of Quantities and certified by the Engineer in charge. Payments will be made on actual quantities installed.

2.30 Workmanship

2.30.1 The electricity supply at terminals shall be 3-Phase 4 wire, 400/230 Volts+/- 10%., 50Hz. All equipment shall be suitable for connection to such supply.

All work shall be carried out in accordance with the relevant safety regulations, British Standard Code of Practice CP 352, to BS8000 and normal trade practice and to the entire satisfaction of the Engineer.

2.30.2 Builder's Work

The tenderer is to allow in the rates quoted for all chasing and penetrations up to 400mm x 400mm structural members and sleeves required for a complete system. Making good of penetrations is the responsibility of the contractor submitting this tender. All penetrations which can cause a fire risk shall be made good with fire resisting material to reach the same fire resistance as the rest of the wall/ceiling. Refer to "Fire barriers" section below for further detail.

2.30.3 Tools, Equipment etc.

The contractor is to include in his rate all required equipment in order to carry out his works in a complete manner. This shall include scaffoldings, tower ladder, cranes, drilling equipment, testing equipment, insulation testers, etc. The client shall not provide any instruments or tools.

2.30.4 Fire Barriers

All building services penetrating fire compartment walls shall have the following accessories:
Fire Sleeves / collars or fire stop expanded foam on all PVC/PE/PB/PP pipework > or = to 40mm dia.
The void around smaller diameter pipes shall be made good with cement-sand mortar.

Trunking, baskets, or cable trays crossing through walls shall the wall penetrating hole blocked off with fire resisting foam or intumescent mastic.

The above barriers are considered included.

2.30.5 Positioning

Marking out on site shall be agreed to with the Client/Engineer.

2.30.6 Markings

All switchgear and distribution boards shall be permanently marked with the voltage and current rating.

Labels indicating the services controlled by the switchgear and distribution boards shall be prepared and fixed on the outside of the boards as directed.

In addition to the above each distribution board shall have a list of all the equipment names and locations supplied.

2.30.7 Uniformity

All materials used under this contract shall be of uniform design throughout, similar parts being interchangeable.

2.30.8 All materials in used shall meet the specifications or exceed them such that they are as required to meet the intended use according to the related BS standard and 'a regola d'arte'.

2.30.9 The contractor shall submit all literature of all items in his tender document. The client may request samples if required at a later date without prejudice. The contractor is to prepare working drawings which must be approved by the client and the engineer before any work is taken underway. The contractor must all issue a document showing **intent** to order materials prior to ordering any item. The approval of such document in no way prejudices the client or the engineer on order quantities or delivery periods, which remain in the responsibility of the contractor. All materials and work undertaken in the project are subject to 2 years warranty parts and labour from date of hand over. Handing over may done be in stages if acceptable to the client and the engineer under request of the contractor.

3.0 TECHNICAL SPECIFICATIONS

GALVANISED CABLE TRAY

The cables are to be installed on cable tray to BS EN 61537 supported at regular intervals as required, using purposely made brackets. Supporting bracket intervals shall never exceed 1.2m. The cable tray shall be hot dipped galvanized. All cable trays shall be carefully mounted such that it is horizontally level or vertical in case of risers.

All bracketing, direction changers, reducers and mounting accessories shall be factory manufactured and galvanized. No site constructed accessories shall be accepted.

CABLING AND GLANDS

Cables shall be of type & size as indicated in the schematics and shall be in accordance to the following:

XLPE, SWA, PVC Cable:

Armoured cables are to have shaped or round stranded copper conductors and XLPE insulation, PVC sheathed, single wire armoured and PVC sheathed overall complying with BS 5467 and BS 6346.

Glands for PVC SWA PVC / XLPE SWA PVC cable shall be heavy duty indoor /outdoor type, in brass or gunmetal with suitable armour clamps and earthing provision. Outdoor glands shall be shrouded.

ISOLATORS

These shall be IP65 wall mounting type rotary switches. They shall be 4 pole types. They shall be of pad-lockable type in the off position.

4.0 INSTALLATION, TESTING & COMMISSIONING

The installation and testing of the system must be within 5 weeks from the date of signing the contract. Final commissioning to be carried out when chiller and ventilation plant equipment is installed in a delayed phase.

Part 2 -The Contractor's Technical Offer

VOLUME 4 - FINANCIAL BID / BILL OF QUANTITIES

Item	Description	Unit	Qty	Rate (excl. VAT)	Total
	<p>Provide, supply, deliver to site, hoist, install, test and commission the following according to approved engineering standards and workmanship.</p> <p><u>PRELIMINARIES</u></p>				
1	<p>Visit site, co-ordinate with existing services, building structure, fabric, furnishings and equipment, liaise with electrical contractor re: optimum location and size of isolators / fused connection units, chasing required for drains pipework etc., liaise with project manager on optimum base for outdoor units.</p>	LS	1		
2	<p>Co-ordinate all services building structure and proposed furniture and décor layouts, re-design routing and fine tune sizing as necessary and produce construction drawings.</p>	LS	1		
3	<p>Provide construction drawings for client's approval</p>	LS	1		
4	<p>Allow for the provision of a warranted mechanical engineer and a warranted electrical engineer to ensure and certify that the system is capable of achieving it's intents. The engineers must be involved in the selection of all plant and equipment (including controllers, sensors, cabling etc), the installation phase, the connecting up phase, and the commissioning phase.</p>	LS	1		
PAGE TOTAL					

POWER SUPPLY SYSTEM

5	Galvanized cable tray 200mm width on brackets	m	125
6	Cable: 4c16mm2 SWA	m	90
7	Cable: 4c16mm2 SWA	m	90
8	Cable: 4c50mm2 SWA	m	105
9	Isolator 80A 4P	No	1
10	Isolator 63A 4P	No	2

PAGE TOTAL

<u>TESTING, ADJUSTING, BALANCING, COMMISSIONING AND HANDINGOVER</u>					
11	Test and Commission Installation	LS	1		
12	Provide testing and commissioning documentation and as-fitted drawings in electronic format	CD's	3		
13	Provide testing and commissioning documentation and as-fitted drawings (scale 1:100) in hardcopy printed format	Sets	3		
PAGE TOTAL					

SUMMARY OF BILL OF QUANTITIES

PRELIMINARIES

€

€

Total of Page 37

POWER SUPPLY SYSTEM

Total of Page 38

TESTING, ADJUSTING, BALANCING, COMMISSIONING AND HANDINGOVER

Total of Page 39

Total Price:

Add / Omit (to specify):

Total:

V.A.T. @ 18%

Signature:

Name in Block:

Occupation:

I.D. Card No.:

VAT Reg. No.:

For and on behalf of:

Company Reg. No.:

Address:

Telephone No.:

Date:

VOLUME 5 - DRAWINGS

Design Documents, including Drawings

Section 5.1

List of drawings attached

No	Name	Drawing No	Design No
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
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