

ADVERT NUMBER: XAPA01

WORKS TENDER FOR ELECTRICAL WORKS AT XAGHRA PARISH PARVIS GOZO

Closing Date:	05/08/2014	
clusing Date.	05/08/2014	

at 10.00 CET

Date Published: 24/06/2014

This Tender is free of charge

IMPORTANT:

• No Bid Bond is requested for this tender

Clarifications shall be uploaded and will be available to view/download from www.xaghraparish.org

WORKS TENDER FOR ELECTRICAL WORKS AT XAGHRA PARISH PARVIS, GOZO

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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 Xaghra Parish Office, 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 request rectifications in respect of incomplete/non-submitted information pertinent to the documentation as outlined in sub-Clause 16.1(a), 16.1(b), and 16.1(c) 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(d), 16.1(e) 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 This is a call for tenders for supply, delivery, installation, testing, commissioning and certifications of a new Electrical Installation System comprising of lighting and power circuits at the Xaghra Parvis.
- 1.3 This is a unit-price (Bill of Quantities) contract.
- 1.4 The tenderer will bear all costs associated with the preparation and submission of the tender. The Xaghra Parish Office will in no case be responsible or liable for such costs, whatever the conduct or outcome of the procedure.
- 1.5 The Xaghra Parish Office 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 9.2)	07/07/2014	16.30
Deadline for request for any additional information from the Contracting Authority	19/07/2014	16.30
Last date on which additional information are issued by the Contracting Authority	25/07/2014	16.30
Deadline for submission of tenders / Tender Opening Session (unless otherwise modified in terms of Clause 11.3)	05/08/2014	10.00
* 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 part-financed by a Grant issued by the Ministry for Gozo.

4.2 The beneficiary of the financing is the Parish of Xaghra.

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 Regulation76 of the Public Procurement Regulations 2010.
- 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 Tenders submitted by companies forming a joint venture/consortium must also fulfil the following requirements:
 - One partner must be appointed lead partner and that appointment confirmed by submission of powers of attorney signed by legally empowered signatories representing all the individual partners. The tender must include a preliminary agreement or letter of intent stating that all partners assume joint and several liability for the execution of the contract, that the lead partner is authorised to bind, and receive instructions for and on behalf of, all partners, individually and collectively.
 - All partners in the joint venture/consortium are bound to remain in the joint venture/consortium until the conclusion of the contracting procedure. The consortium/joint venture winning this contract must include the same partners for the whole performance period of the contract other than as may be permitted or required by law.
- 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 In order to be considered eligible for the award of the contract, tenderers must provide evidence that they meet or exceed certain minimum qualification criteria described hereunder.

In the case of a joint venture, the joint venture as a whole must satisfy the minimum qualifications required below.

- 6.1.1 No evidence of economic and financial standing is required.
- 6.1.2 Information about the tenderer's technical capacity. This information must follow the forms in Volume 1, Section 4 of the tender documents and Volume 1, Section 7:
 - Statement on conditions of employment
 - Literature and Samples being presented
 - Power of attorney
 - Data on Joint venture
 - List of recommended spare parts
 - Priced Offer After Sales service and Maintenance Agreement (for information purposes only)
 - List of Personnel to include Electrician (Licence B holder)
 - Hourly Rates (for information purposes only)
 - Workplan and Programme of Works

7. Multiple Tenders

- 7.1 A tenderer may submit multiple tender offers.
- 7.2 A company may not tender for a given contract both individually and as a partner in a joint venture/consortium.

- A company may not tender for a given contract both individually/partner in a joint venture/consortium, and at the same time be nominated as a sub-contractor by any another tenderer, or joint venture/consortium.
- 7.4 A company may act as a sub-contractor for any number of tenderers, and joint ventures/consortia, provided that it does not participate individually or as part of a joint venture/consortium, and that the nominations do not lead to a conflict of interest, collusion, or improper practice.

8. Tender Expenses

- 8.1 The tenderer will bear all costs associated with the preparation and submission of the tender.
- 8.2 The Xaghra Parish Office 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. Site Inspection

- 9.1 A tenderer may visit the site of the works and its surroundings for the purpose of assessing, at his own responsibility, expense and risk, factors necessary for the preparation of his tender and the signing of the contract for the works.
- 9.2 A site visit will be held at the Xaghra Parvis in the date indicated.

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 1 Volume 2
- Draft Contract
- General Conditions (available online from <u>www.contracts.gov.mt/conditions</u>)
- Special Conditions

Volume 3	Technical Specifications
Volume 4	Model Financial Bid/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 Xaghra Parish Office by:

• sending an email to tenders@xaghraparish.org

up to 10 calendar days before the deadline for submission of tenders. The Xaghra Parish Office must reply to all tenderers' questions, and amend the tender documents by publishing clarification notes, up to at least 4 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

ciarification note on the website of the Parish of Xagnra (www.Xagnraparish.org) within the respective tender's page. 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.

The Xaghra Parish Office may, at its own discretion, as necessary and in accordance with Clause 11.3 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 Xaghra Parish Office 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".
 - (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 Department of Contracts, for verification purposes only should the need arise.
 - All tenders must be received by date and time indicated in the timetable at (c) Clause 2 at the Xaghra Parish Office, Domus Curialis, Victory Square, Xaghra. (d)
 - All packages, as per (b) above, must bear only:
 - the above address: (i)
 - (ii) the reference of the invitation to tender concerned;
 - the name of the tenderer. (iii)

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:
 - General/Administrative Information^(Note 2) (a)
 - (i) Statement on Conditions of Employment (Volume 1, Section 4)
 - (ii) Power of Attorney
 - (iii) Data on Joint Venture (if applicable)

Selection Criteria

- Evaluation Criteria/Technical Specifications^(Note 3)
 - (i) Tenderer's Technical Offer in response to specifications (Volume 3)
 - (ii) Literature and List of Samples
 - (iii) List of recommended spare parts
 - (iv) Priced Offer After Sales service and Maintenance Agreement (for information purposes only)
 - (v) Personnel to be employed
 - (vi) Hourly rates (for information purposes only)
 - (vii) Workplan and programme of works

(c) Financial Offer/Bill of Quantities^(Note 3)

- (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 DDP for the works/supplies tendered
- (iii) Breakdown of the overall price, in the form provided in Volume 4 (Bill of Quantities);

Notes to Clause 16.1:

1. Not applicable

(b)

- **2.** 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.
- **3.** 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 The tender price must cover the whole of the works as described in the tender documents.
- 17.2 The tenderer must provide a breakdown of the overall price in Euro (\in) .
- 17.3 Tenderers must quote all components of the price **inclusive** of taxes, customs and import duties, discounts. Tenderers not registered with the VAT authority in Malta, must **still** include in their financial offer any VAT that the contracting authority may have to pay either in Malta or the country where the tenderer is registered irrespective of the reverse charge mechanism. The financial offer will be considered as the total financial cost to the contracting authority including any VAT that may have to be paid. 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.
- 17.7 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.

18. Currencies of Tender and Payments

- 18.1 The currency of the tender is the Euro (\in). All sums in the breakdown of the overall price, in the questionnaire and in other documents must be expressed in Euro (\in), with the possible exception of originals of bank and annual financial statements.
- 18.2 Payments will be made upon certification of works 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.
- 19.3 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 Xaghra Parish

Office.

- 22.3 The tender must contain no changes or alterations, other than those made in accordance with instructions issued by the Xaghra Parish Office (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 Xaghra Parish Office.

D. SUBMISSION OF TENDERS

23. Sealing and Marking of Tenders

23.1 The tenders must be submitted in English and deposited at the Xaghra Parish Office **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:

Domus Curialis,

victory square, Xaghra, Gozo.

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 Xaghra Parish office will assume no responsibility for the misplacement or premature opening of the tender.

24. Extension of Deadline for Submission of Tenders

24.1 The Xaghra Parish 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 Xaghra Parish Office 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 Xaghra Parish Office.
- 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 above deadline. 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".
- 26.3 The withdrawal of a tender in the period between the deadline for submission and the date of expiry of the validity of the tender will result in forfeiture of the tender guarantee provided for in Clause 20.

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 Xaghra Parish Office, Victory Square, Xaghra by the Evaluation Committee. They will draw up a 'Summary of Tenders Received' which will be available to view on the Xaghra Parish's website, www.xaghraparish.org.
- 27.2 At the tender opening, the tenderers' names, the tender prices, variants, written notification of alterations and withdrawals, and any other information the Xaghra Parish Office 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/Xaghra Parish Office 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 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. 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 request rectifications in respect of incomplete/non-submitted information pertinent to the documentation as outlined in sub-Clause 16.1(a), 16.1(b), and 16.1(c) 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 (d), 16.1(e), and 16.1(f) 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.

30.4 Part 3: Technical Compliance

At this step of the evaluation process, the Evaluation Committee will analyse the administrativelycompliant tenders' technical conformity in relation to the technical specifications (Volume 3, and the documentation requested by the Contracting Authority as per sub-Clause 16(e)), classifying them technically compliant or non-compliant.

Tenders who are deemed to be provisionally technically compliant through the evaluation of their technical offer (especially the specifications) shall be requested to submit samples so that the Evaluation Committee will corroborate the technical compliance of the offers received.

30.5 Part 4. Financial Evaluation

The financial offers for tenders which were not eliminated during the technical evaluation (i.e., those found to be technically compliant) will be evaluated.

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

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 General 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 Xaghra Parish Office To Accept Or Reject Any Tender

- 33.1 The Xaghra Parish Office reserves the right to accept or reject any tender and/or to cancel the whole tender procedure and reject all tenders. The Xaghra Parish Office reserves the right to initiate a new invitation to tender.
- 33.2 The Xaghra Parish Office reserves the right to conclude the contract with the successful tenderer within the limits of the funds available. It can decide to reduce the scope of the works or to ask for a discount from the cheapest compliant tenderer.
- 33.3 In the event of a tender procedure's cancellation, tenderers will be notified by the Xaghra Parish Office. 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.

- 33.4 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 Xaghra Parish Office 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 Xaghra Parish Office has been advised of the possibility of damages. The publication of a contract notice does not commit the Xaghra Parish Office 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 Xaghra Parish Office will notify the successful tenderer, in writing, that his tender has been recommended for award by the General 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;

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 Xaghra Parish Office, the successful tenderer will sign and date the contract and return it to the Xaghra Parish Office with the performance guarantee and the Financial Identification Form (if applicable). On signing of the contract by the Xaghra Parish Office, the successful tenderer will become the Contractor and the contract will enter into force.
- 35.3 Before the Xaghra Parish Office 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 Xaghra Parish Office may consider the acceptance of the tender to be cancelled without prejudice to the Xaghra Parish Office'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 Xaghra Parish Office.

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 Xaghra Parish Office, and activities may not begin until the contract has been signed by the Xaghra Parish Office and the successful tenderer.
- 35.6 Tender guarantees (bid bonds) provided by tenderers who have not been selected shall be released within 30 calendar days from the signing of the contract. The tender guarantee of the successful tenderer shall be released on the signing of the contract, and on submission of a valid performance guarantee.
- 35.7 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. Commencement of Works (Order To Start Works)

- 36.1 Following the signing of the contract by both parties, the Supervisor will issue a written notice of commencement of the works in accordance with the General Conditions, as specified by the Special Conditions.
- 36.2 The Contractor must inform the Xaghra Parish Office'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 Xaghra Parish Office 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 Xaghra Parish Office'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 sub-contracting 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 times 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 Xaghra Parish Office 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 Xaghra Parish Office/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 Xaghra Parish Office in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). The Xaghra Parish Office, prior to disclosure of any information to a third party in relation 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 Xaghra Parish Office 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 organogram of the company where the principles aforementioned, including the selection criteria for access to all jobs or posts, at all levels of the

occupation nierarcny are amply proven. In this document words importing one gender shall also include the other gender.

VOLUME 1 SECTION 2 - TENDER FORM

A. TENDER SUBMITTED BY:	(This	will be included in the Sun	nmary of Tenders Received)
In case of a Joint Name(s) of Leader	<u>Venture/Consortium:</u> /Partner(s)	Nationality	Proportion of Responsibilities ²
Leader ¹			
Partner ¹			
Etc			

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 Xaghra Parish Office) for invitation to tender No [______] of [...../....]. 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:

This is a call for tenders for supply, delivery, installation, testing, commissioning and certifications of a new Electrical Installation System comprising of lighting and power circuits at the Xaghra Parvis.

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

Grand Total: [.....]

- 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 Xaghra Parish Office 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) Tender Guarantee (Note 1) o not applicable
 - (b) General Information (Note 2)

o Statement on Conditions of Employment
o Power of attorney
o Data on joint venture (if applicable)

Selection Criteria (Note 2)

- (c) Financial and Economic Standing^(Note 2) No financial requirements
- (d) Technical Capacity^(Note 3)
 List of Personnel to include Electrician (Licence B)
- (e) Evaluation Criteria/Technical Specifications (Note 3)
 - Tenderer's Technical Offer
 - Literature /List of Samples
 - List of recommended spare parts
 - Priced Offer After Sales service and Maintenance Agreement (for information
 - purposes only)
 - Hourly rates (for information purposes only)
 - Workplan and programme of works
- (f) Tender Form, and Financial Offer/Bill of Quantities (Note 3)

Notes:

- 1. Not applicable
- 2. 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 \circ
- 3. 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 Xaghra Parish Office shall request rectifications in respect of incomplete/nonsubmitted information pertinent to the documentation listed in Clause 11(a), 11(b), and 11(c) of this Tender Form. We understand that such rectification/s must be submitted within two (2) working days, 0, and that failure to comply shall result in our offer not being considered any further.
- 13 We note that the Xaghra Parish Office 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:	

VOLUME 1 SECTION 4 -TENDERER'S STATEMENTS

1. Statement on Conditions of Employment

Tenderers are to ensure that self-employed personnel are not engaged on this contract. Non-compliance will invalidate the contract.

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:

A. LIST OF LITERATURE

The Tenderer shall provide a list of all materials and equipment, the name of the manufacturer (brand) and the type or model number (where applicable) of all the types being proposed to use on the installation.

Once accepted and the Contract signed, the Contractor shall be bound to supply and install the material detailed in the list forming part of the Tender, subject to the written approval of the Engineer, authorising alternative material/equipment.

ITEM REF.	MATERIAL	BRAND	MODEL NO. (As Applicable)	REF. OF LITERATURE ENCLOSED WITH TENDER
1.	Light Fitting Type 'A'			
2.	Light Fitting Type 'B'			
3.	Light Fitting Type 'C'			
4.	Light Fitting Type 'D'			
5.	Light Fitting Type 'E'			
6.	Metal Enclosure			
7.	32A TP+N+E Industrial socket outlets			
8.	13A, IP65 Socket Outlet			
9.	AC Isolator			
10.	10A, Switches for Lighting			
11.	Distribution Board			
12.	MCBs			
13.	RCBOs			
14.	Timer			
15.	Conduit			
16.	Single Core Cable			
17.	Multi Core Cable			

B. LIST OF SAMPLES

The Tenderer shall provide a list of samples to be submitted within ten (10) working days of being notified to do so.

All samples shall be supplied by the Contractor at his own cost if the supply thereof is clearly intended by or provided for in the Contract. Samples and technical details, as listed below, shall be submitted by the Contractor for approval of the Engineer. All samples and submissions shall be labelled clearly, with the name of the sub-contractor, supplier and manufacturer, as applicable, and the reference as per list below. No work shall be carried out in connection with the list below, unless the necessary approvals of the submittals have been received. Approved samples shall be used as controls for the Works.

ITEM REF.	Description	Reference in Technical Specifications	
1.	Multi Core Cable	Article 4.2.2	
2.	AC Isolator	Article 4.7	
3.	13A, IP65 Socket Outlet	Article 4.9	
4.	32A TP+N+E Industrial socket outlets	Article 4.10	
5.	Metal Enclosure	Article 4.11	
6.	Distribution Board	Article 4.12	
7.	Light Fitting Type 'A'	Article 4.15.1	
8.	Light Fitting Type 'B'	Article 4.15.2	
9.	Light Fitting Type 'C'	Article 4.15.3	
10.	Light Fitting Type 'D'	Article 4.15.4	
11.	Light Fitting Type 'E'	Article 4.15.5	

Signature:

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

Date:

VOLUME 1 SECTION 5 - 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 Engineer to the Contractor in writing regarding the execution of the works.

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

Xaghra Parish Office: means the Department of Contracts

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 Xaghra Parish Office 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 sub-contractors 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.

Dayworks: 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 Xaghra Parish Office 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.

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 7 - QUESTIONNAIRE

Form 1 - Power of Attorney

- Form 2 Data on Joint Venture/Consortium (Where applicable)
- Form 3 List of recommended spare parts
- Form 4 Priced offer for After Sales Service and Maintenance Agreement (for information purposes only)
- Form 5 Personnel to be employed on this contract
- Form 6 Hourly Rates (for information purposes only)
- Form 7 Workplan and Programme of Works

Notes to Tenderers

- 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. Each partner in a joint venture/consortium must fill in and submit every form.
- 7. The person signing this questionnaire guarantees the truthfulness and accuracy of all the statements made.
- 8. 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.

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:

Form 2 - Data on Joint Venture/Consortium (Where applicable)

1	Name				
2	Managing Board's Contact Details	Address:			
		Telephone:	Fax:		
		Email:			
3	Agency in the state of the Contracting Authority, if any (in the case of a Joint	Address:			
	Venture/Consortium with a foreign lead partner)				
		Telephone:	Fax:		
		Email:			
4	Names of Partners				
4		(i)			
		(ii)			
		(iii)			
		(iv)			
_					
5	Name of Lead Partner				
6	Agreement governing the formation (Enclose Joint Venture/ Consortiun		nsortium		
	Place of Signature:	Date of S	Signature:		
			······		
7	Proposed proportion of responsibilities between partners (in %) with indication of the type of the				
/	works to be performed by each*				
	* 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				
		%	%		
		%	%		

Signature:

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

Date:

Form 3 - List of Recommended Spare Parts/Consumables/Accessories

The Contracting Authority is requesting, for information purposes only:-

A priced list of **spare parts** recommended by the manufacturer deemed as absolutely essential for the proper operation of equipment for a period of **5** years after the end of the warranty period.

A priced list of **consumables (if any)** deemed as absolutely essential for the proper operation of equipment for a period of 5 years after the end of the warranty period.

A priced list of accessories not included with the tender submission.

Kindly note that, the priced list of spare parts/consumables/accessories, **shall not** form part of the awarded contract. This list **shall not be used in the adjudication of the tender** but shall be used for information purposes only. Once the tender is awarded, the Contracting Authority may choose to purchase any spare parts, consumable or accessories from the Contractor, at its own discretion. It is to be noted the contracting Authority shall not be bound to purchase any spare parts/consumable/accessories solely from the successful Contractor.

Bidders are to note that the indicative prices (VAT exclusive) should not be included in the tender financial bid and are for information purposes only.

RECOMMENDED LIST OF SPARE PARTS

The Tenderer shall provide a list of spare parts, as recommended by the manufacturer for the following equipment:

EQUIPMENT	RECOMMENDED SPARES ITEMS	QUANTITY	COST (inclusive of all taxes, duty and delivery to Xaghra Parish)
Light Fitting Type 'A'			
Light Fitting Type 'B'			
Light Fitting Type 'C'			
Light Fitting Type 'D'			
Light Fitting Type 'E'			

Signature:

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

Date:

Form 4 - Priced offer for After Sales Service and Maintenance Agreement

Please indicate the Maintenance Proposal proposed in respect of the equipment as per Article 58 in the Special Conditions.

ITEM	DESCRIPTION	QUANTITY	Total Excluding VAT €
1	First (1 st) year Maintenance and After Sales service contract cost on the complete system covered in this contract after the expiry of the warranty period of two 2 years	Lump Sum	
2	Second (2 nd) year Maintenance and After Sales service contract cost on the complete system covered in this contract after the expiry of the warranty period of two 2 years	Lump Sum	
3	Third (3 rd) year Maintenance and After Sales service contract cost on the complete system covered in this contract after the expiry of the warranty period of two 2 years	Lump Sum	
4	Fourth (4 th) year Maintenance and After Sales service contract cost on the complete system covered in this contract after the expiry of the warranty period of two 2 years	Lump Sum	
5	Fifth (5 th) year Maintenance and After Sales service contract cost on the complete system covered in this contract after the expiry of the warranty period of two 2 years	Lump Sum	
6	Sixth (6 th) year Maintenance and After Sales service contract cost on the complete system covered in this contract after the expiry of the warranty period of two 2 years	Lump Sum	

A priced offer of after sales services and maintenance for up to 6 (six) years after the expiration of the two (2) year warranty. The prices offered for the after sales services and maintenance of illumination equipment <u>will not be considered</u> during the adjudication process but the prices will be binding if customer, agrees to take up such agreement.

Signature:

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

Date:

Form 5 - Personnel to be employed on this contract

The Evaluation Committee reserves the right to request the CVs of key staff

Position	Name ar Surname	d Nation ality	Age	Level of Education	Years of Experience	Major Works for which was responsible (Include additional pages if necessary)	
						Project	Value in €
Electrician (Licence B)							
Other Personnel							

Signature:

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

Date:

Form 6 - Hourly Rates for Information Purposes Only

ITEM	DESCRIPTION	UNIT	QTY	RATE €
	PROVIDE AND SUPERVISE AS DIRECTED THE FOLLOWING.			
1.	Labourer / Mate	Hour	1	
2.	Skilled Tradesmen	Hour	1	
3.	Technician (Licence B Holder)	Hour	1	
	Rates are to include 18% V.A.T.			

Signature:

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

Date:

Form 7 - Workplan and Programme of Works

No workplan or programme of works is being requested. The contractor shall be expected to work hand in hand with the works contractor and shall be available to carry out the works as soon as the civil works contractor makes the site available for the electrical works contractor to carry out any parcel of work. No delays are to be incurred on the project due to unjustified delays by the electrical works contractor.

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

Date:

VOLUME 2

VOLUME 2SECTION 1 - DRAFT CONTRACT FORM

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

This contract is concluded between:

Xaghra Parish Domus Curialis Victory Square Gozo

on the one part, and

[Name of Contractor] [Address]

(hereinafter called "The Contractor") on the other part,

Whereas the Xaghra Parish Office is desirous that certain works should be executed by the Contractor, viz.:

Tender for Electrical Works at the Xaghra Parish Parvis

and has accepted a tender by the Contractor for the execution and completion of such works 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 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, bill of quantities and design documentation,
 - (e) the Contractor's technical offer(including any clarifications made during adjudication),
 - (f) the bill of quantities (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.

- 3. In consideration of the payments to be made by the Contracting Authority to the Contractor as hereinafter mentioned, the Contractor undertakes to execute and complete the works and remedy defects therein in full compliance with the provisions of the contract.
- 4. 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 (*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).

- 5. The Contractor hereby agrees to submit a performance guarantee amounting to €..... equivalent to 10% of the contract value together with the signed contract.
- 6. 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.
- 7. The provisions of this contract are without prejudice to the obligations of the Xaghra Parish Office in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). The Xaghra Parish Office, prior to disclosure of any information to a third party in relation 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 Xaghra Parish Office in terms of the Act.

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

Xaghra Parish Office:	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 Works Contracts (Version 1.02dated 1 December 2011) 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 and language of the contract

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

Article 3: Order of precedence of contract documents

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

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

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

Article 4: Communications

Address and contact details of the Xaghra Parish office: Domus Curialis, Victory Square, Xaghra, Gozo Telephone: 21558714 Email: <u>tenders@xaghraparish.org</u>

Article 8: Supply of Documents

During the execution of the works falling under this contract, the Supervisor shall have the authority to issue to the Contractor, on behalf of the Contracting Authority, further administrative orders incorporating such supplementary documents, drawings and instructions as are necessary for the proper execution of the works and the remedying of any defects therein. The issue of such further orders will in no way invalidate this contract.

Article 10: Assistance with Local Regulations

The responsibility for ensuring compliance with local regulations and for obtaining all necessary permits and licences rests solely on the contractor.

Article 11: The Contractor's Obligations

• Further to what is stated in the General Conditions, any materials, plant, equipment and all other items, whether of a temporary or permanent nature, required for the design, execution and completion of works and for their maintenance and the remedying of any defects therein shall be taken as forming part of the works and the Contractor shall not be entitled to any extra claims in this regard.

- The Contractor or his representative shall be on the site of works when required and assume full responsibility of the works. He shall also have means of communication at all hours so that instructions can be given to the contractor as required. The Contractor's representative shall be empowered to receive and act on the instructions given by the Supervisor and any such instructions, directives or explanations shall be held to have been given to the Contractor in person. The representative shall be a competent person for the type of works tendered and is to be acceptable to the Contracting Authority, the Supervisor and their representatives.
- Besides the works as specified in this document, the Contractor shall be bound to guarantee the rectification of defects of and damages to the works and the maintenance of all areas and/or installations covered by the tender for a period of 12 months from completion of works as certified by the issue of the provisional acceptance certificate.

Article 13: Performance Guarantee

- **13.1** The Performance guarantee to be furnished shall be equal to 10 percent of the amount of the contract price, including any amounts stipulated in addenda to the contract.
- **13.3** The performance guarantee shall be in the format given in Section 5 and shall be provided in the form of a bank guarantee. It shall be issued by a bank in accordance with the eligibility criteria applicable for the award of the contract.
- **13.8** The performance guarantee shall be released within 30 days of the signing of the final statement of account.

Article 14: Insurance

Without any prejudice to clauses in General Conditions, on being awarded the contract, the contractor is required to insure against risk of damage to the fabric of the building being restored for the amount of €233,000 per accident with the number of occurrences unlimited.

Without any prejudice to clauses in General conditions, on being awarded the contract, the Contractor shall insure against legal liabilities for death or injury to any person (other than his employees or those of subcontractors) or for loss or damage to any third party material property. Such insurance shall be for a minimum amount of €233,000 per accident with the number of occurrences unlimited.

All insurances referred to in this Article shall be taken out within 15 days of the notification of the award of the contract, and shall be subject to approval by the Contracting Authority. Such insurance shall take effect from the commencement of the works and remain in force until final acceptance of the works. On being asked to do so, the Contractor shall promptly present the insurance policy and proof that premiums have been duly paid.

Article 15: Performance Programme (Timetable)

As per Form 6.

Article 17: Contractor's Drawings

As per General Conditions

Article 18: Tender Prices

Further to what is stated in the General Conditions, Specifications and Bill of Quantities, the Contractor shall be deemed to have taken into consideration, before submitting his Tender:

- a) The possible need of having to work beyond normal working hours to ensure completion of the works by the period of performance stated in the tender.
- b) All precautions necessary to allow safe access to third parties into the church both

through the side entrances and at the times and occasions specified in this tender dossier even through the front door during the execution of the necessary works.

c) The need for minimization of noise and other nuisance generated from the works particularly at times when services are being conducted in the church. No works will be carried out on Sundays and the church feast days and any other days as the Xaghra Parish instructs.

Article 20: Safety on site

The contractor shall make sure that the site is safe at all times.

Article 22: Interference with Traffic

Given that the site is located within a trafficked square, all necessary safety measures, precautions and permits shall be ensured so that no interference with traffic takes place.

Article 27: Temporary Works

28.1 The Contractor shall assume full responsibility for all the temporary works which inter alia may include scaffolding, shuttering, formwork, props, mounting of winches, etc, required for the proper execution of the works.

Article 31: Commencement Date

31.1 Commencement date shall be within one calendar week from Order to Start works issued by the Supervisor.

Article 32: Period of Execution of Tasks

32.1 As per Form 6

Article 34: Delays in Execution

34.1 Any delays in performance from the specified programme schedule will be charged at €200 per calendar day of delay up to a maximum limit of 25% of the total Contract price.

Article 43: Payments: General Principles

43.1 Payments will be made in Euro.

An interim payment of up to 35% will be certified by the Engineer and paid to the contractor.

A final payment of the remainder will be certified when works have been completed.

Article 44: Pre-financing

44.1 No prefinancing is envisaged.

Article 46: Price Revision

46.3 Prices contained in the Contractor's tender shall be deemed:

- a) to have been determined on the basis of the conditions in force 30 days prior to the latest date fixed for submission of tenders or, in the case of direct agreement contracts, on the date of the contract;
- b) to have taken account of the legislation and the relevant tax arrangements applicable at the reference date fixed in Article 46.3(a).

Article 47: Measurement

47.2 As per Article 43.

Article 48: Interim Payments

48.1 As per Article 43.

Article 58: Maintenance Obligations

58.6 Complete installation shall be covered by a two year warranty on all parts and labour. The contractor shall perform all maintenance as deemed required by the manufacturer during the warranty period.

The contractor will be obliged to inspect and clean the following light fittings at least every 6 months during warranty period/service and maintenance agreement:

- Type A
- Type B
- Type D

Article 66: 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.

Article 71: Further Additional Clauses

- **71.1** The Contracting Authority reserves the right to curtail and reduce the extent of Works indicated in the respective Tender if the available financing budget is going to be exceeded, or the time required to complete outstanding works under these contracts will go beyond the approved financing period.
- 71.2 Such curtailment may occur:
 - a) during the adjudication and thus before the award and signing of the Contracts;
 - b) during the course of the Works if setbacks of whatever nature delay the progress of the contracts.
- **71.3** In the event of such curtailments Tenderers or the appointed Contractor shall have no ground to claim any form of damages against the Contracting Authority, the Government or any other stake holders.
- 71.4 Collaboration with other Contractors The successful Contractor shall be required to liaise with any persons carrying out works at the same site to ensure the

successful completion of all works. The Contractor shall have no power to hold up any works.

71.5 Making Good and Clearing Away rubbish - Each trade is to make good after itself and provision for such works shall be made in the tendered rates as indicated in the preambles of the Bill of Quantities. Unless otherwise instructed by the Project manager, all rubbish will be cleared and carted away to an approved dump site as it accumulates from time to time during the progress of the works and on completion. Cleaning at completion stage shall be such as to allow immediate opening and public use of the site.

VOLUME 2 SECTION 4 - SPECIMEN PERFORMANCE GUARANTEE

(LETTERHEAD OF THE REGISTERED FINANCIAL INSTITUTION PROVIDING THE GUARANTEE)

Director of Contracts Department of Contracts Notre Dame Ravelin Floriana FRN1600 Malta

[Date]

Dear Sir,

Our Guarantee Numberfor€......

Account: [Account Holder's Name]

In connection with the contract entered into between yourself on behalf of the Director of Contracts and **[Name and Address of Contractor]** hereinafter referred to as "the Contractor" as per the latter's tender and your acceptance under **[CT File Reference]**, whereby the contractor undertook the **[title of contract]** in accordance with Article 13 of the Special Conditions the [works/services/supplies]as mentioned, enumerated or referred to in the Specification and/or Bills of Quantities forming part of the contract documents, we hereby guarantee to pay you on demand a maximum sum of **€[amount in works and numbers]** in case the obligations of the above-mentioned contract are not duly performed by the Contractor.

This guarantee will become payable on your first demand and it shall not be incumbent upon us to verify whether such demand is justified.

For avoidance of doubt it is hereby declared that although this instrument gives rise to legal relations between the guarantor and the beneficiary, it is hereby specifically declared for all intents and purposes of law that this guarantee does not exempt the above-mentioned Contractor from any obligations, acts of performance or undertaking assumed under the tender documents as ratified in the contract.

Any payments due to the contractor in respect of the obligations entered into under the contract above referred to shall be made through this Bank.

This guarantee expires on the **[expiry date]** 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 in writing not later than the aforementioned expiry date.

This document should be returned to us on utilization or expiry or in the event of the guarantee being no longer required.

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 or not, and our liability hereunder shall terminate.

This guarantee is personal to you, and is not transferable or assignable.

Yours Faithfully,

[Signatory on behalf of Guarantor]

VOLUME 3 - TECHNICAL SPECIFICATIONS

Part 1 - To be specified by the Contracting Authority in the tender document

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. Preamble

- **1.1.** All submitted literature must clearly indicate the product being offered by means of highlighting or underlining the specific product. Generic literature without specific indication of the product being offered will not be considered in the adjudication.
- **1.2.** The rates and prices tendered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all constructional plants, supplies, labour, supervision, materials, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.
- **1.3.** All rates shall include the costs and expenses directly or indirectly incurred to meet the provisions of this tender.
- **1.4.** All rates shall include for any double handling of supplies.
- **1.5.** All rates shall include for the necessary mobilisation costs.
- **1.6.** All rates shall include for all necessary pre-cautionary measures and equipment necessary to abide by all the rules and regulations according to all issued legal notices by the Occupational Health and Safety Authority.
- **1.7.** All items of work shall be measured in accordance with the provisions of British Standards
- **1.8.** The Tenderer shall inspect and examine the site and its surroundings, to assess the extent and nature of the works, access roads to the site and materials necessary. If any queries arise the Tenderer is requested to contact the Client for further clarification at Tendering Stage.
- **1.9.** A rate or price shall be entered against each item in the Bill of Quantities, whether quantities are stated or not. The cost of Items, which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices, entered in the Bill of Quantities.
- **1.10.** General directions and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. References to relevant sections of the contract documentation (including drawings and details) shall be made before entering rates or prices against each item in the Bill of Quantities

General Requirements

1.11. Introduction

The scopes of works is to supply, deliver, install, test, commission and certify a new Electrical Installation System comprising of lighting and power circuits at the Xaghra Parvis.

The extent of the project includes all equipment and materials required for the successful completion of the project as specified and scheduled in the Tender document.

1.12. Scope of works

The scope of the works is to include;

- Ø Disconnection of existing supply to existing lighting poles.
- Ø Dismantling and carting away two existing poles. This process shall be in line with the local regulations.
- Ø Supply and install an electrical installation comprising of a main distribution board and a number of circuits.
- Ø Supply and install light fittings and other accessories as specified in the tender document.
- Ø Testing, commissioning and certification of the above.

1.13. Submissions

Tenderer shall submit the following information together with listed items in section 16.1 and list of literature.

- i. Technical Literature in line with List of literature
- ii. Photometric Data of each type of luminaries.
- iii. Average Lamp Life time.

Failure to provide all of the required information might lead to the disqualification of the tenderer.

2. General Specifications

2.1. Electrical Equipment

All of the equipment shall be suitable for a three-phase, 4-wire, 400V/230V, 50Hz,TT earth arrangement system. The acceptable tolerance on the voltage level for consumers is +10% to -10%.

2.2. Standards

Except where otherwise stated, workmanship, equipment and materials offered shall all be to the relevant MSA EN or BS, EN or IEC standards.

Equipment and materials from non-EU countries can only be considered subject to the Engineer's satisfaction that their respective standards are equivalent, or superior, to the BS or EN or IEC counterpart. Furthermore, all equipment and materials, which fall under legal notices, issued pursuant to the Quality Control Act. (Cap. 225) must bear the CE mark.

2.3. Workmanship

Except where otherwise stated, workmanship is to the relevant MSA EN or BS, EN or IEC standards. Workmanship shall be of a high standard throughout. The contractor shall ensure that the standard of finish demanded by this contract is achieved. Branded materials shall be assembled, constructed and joined in accordance with the manufacturer's instructions and recommendations. The installation shall conform to the following regulations and standards:

(viii) Electricity Supply Regulations issued by Malta Resources Authority including amendments.

(ix) IET Wiring Regulations "Requirements for Electrical Installations" – 17th Edition including amendment.

(x) BS EN Standards as specified or their equivalent.

2.4. Protection of Floor Conduits

The contractor is responsible that all installed conduits and wiring are to remain undamaged during execution of the entire project. Any damages incurred by third parties are to be borne by same contractor thus it is recommended that all conduits, laid on the ground, are mechanically protected by a cover of cement and sand mortar.

It is the contractor's responsibility to include the cost of the above in the respective installation rates.

2.5. Testing and commissioning

All the works provided as part of the contract shall be inspected and commissioned in accordance with the relevant MSA EN or BS, EN or IEC standards to the satisfaction of the Engineer. All installations shall be inspected and tested in sections as the work proceeds and on completion as complete systems and it shall be noted that the Engineer may require inspecting or testing any equipment during erection. All tests shall be arranged in co-operation with the Engineer and he shall be given prior notice of the time, location and nature of the test. No test shall be considered valid unless the Engineer is present. All necessary skilled and unskilled labour shall be provided for attendance duties before, during and after the test. Defects occurring at any time during the test shall be made good and a complete re-test shall be carried out, all at no extra cost. Where failure during a test, inspection or commissioning process results in damage to the building fabric and/or services not provided as part of this contract, or requires subsequent builders' work then these items shall be made good at no extra cost.

No section of the works shall be in any way concealed prior to testing and inspection and subsequent concealment where applicable shall only take place following written authority from the Engineer. All necessary facilities, measuring and recording instruments for inspection/testing and commissioning are to be calibrated as necessary before use. The Engineer reserves the right to call for a demonstration of the accuracy of any instrument used. All systems shall be commissioned only after inspection and testing procedures have demonstrated the integrity of the system.

2.6. Record Drawings and Manuals

The contractor shall prepare and submit As Fitted Drawings consisting of three sets of prints in A3 and one copy on CD ROM.

The Contractor shall also prepare and hand over an annual scheduled plan of maintenance of the complete system.

2.7. Instruction of Employers Staff

The employer's staff shall be instructed in the operation and maintenance of the installations by qualified personnel, who shall be fully conversant with the operations and maintenance procedures required for all systems.

All installations shall be demonstrated in full working order together with the procedures to be adopted in the event of system malfunction and the manner in which plant outputs or control settings can be adjusted.

The contractor shall organize a training programme involving the nominated employer's staff. Such a program shall be carried out during the installation phase (where applicable), the commissioning phase, and the ramp up phase to full production. The cost of the training shall be deemed to have been included in the tendered rates.

2.8. Works Area

The Contractor shall be required to render secure the works, until final hand-over. The Contractor shall maintain the works in a clean, sound and secure condition throughout the works.

3. Technical Specifications

3.1. Wiring System Installations

- 3.1.1. Cables shall be rated according to BS7671:2008. Such information shall be provided by the bidder.
- 3.1.2. Cable colour codes shall conform to BS 7671:2008 "Table 51- Identification of Conductors".
- 3.1.3. Cables shall be installed as per manufacturer's recommendations.
- 3.1.4. To minimise the risk of earth faults, short circuits and electric shocks PVC insulated, PVC sheathed cable runs must be reinforced all the way through, in Solid Conduit.
- 3.1.5. Cables should be run horizontally or vertically, not diagonally in all circumstances.
- 3.1.6. Minimum number of cores for single core or multi core non-armoured cables shall be;
 - Ø Three for single phase circuits (Live Conductors and Earth)
 - Ø Four for three phase 3-wire circuits(Line Conductors and Earth)
 - Ø Five for three phase 4-wire circuits (Line Conductors, Neutral and Earth)
- 3.1.7. Cable ends shall be terminated by compression type terminals.
- 3.1.8. No joints shall be allowed in the cables installed between equipment.
- 3.1.9. Care shall be taken not to damage the insulation of cables when drawn into conduits.
- 3.1.10. Cables should not be drawn into conduits until it has been made certain that the interiors of the conduits are dry and free from moisture.
- 3.1.11. Bidder must ensure to terminate cable in correct phase sequence.
- 3.1.12. Multi core cables shall be drawn in conduits and not clipped directly on the walls.
- 3.1.13. If cable installed, does not meet the aim of the Engineer in charge of the project then the successful bidder, at bidder's own expense, has to replace or reinstall the cable, whatever is the case.

3.2. Types of Cables

3.2.1. Single core cables;

Use of single core cable shall conform to the following specifications;

• Shall have Class 2 or higher, stranded plain annealed copper conductor conforming to BS EN60228:2005.

- Voltage Rating; 450/700V
- Insulation; PVC (Polyvinyl Chloride)
- Shall conform to BS 6004,
- Temperature range; 0°C to +70°C

3.2.2. Multi core Cables;

Use of multi core cable shall conform to the following specifications;

- Shall have Class 2 or higher, stranded plain annealed copper conductor conforming to BS EN60228:2005.
- Voltage Rating; 450/750V
- Insulation; Rubber compound type EI4
- Sheath; Rubber compound type EM2
- Shall conform to BS 7919
- Temperature range; -15°C to +60°C
- 3.2.3. Armoured cables;

Armoured cables shall not be used for this project.

3.3. Chasing in Walls or Concrete

- 3.3.1. Chasing walls or concrete to burry conduit shall either be vertically or horizontally. For chasing horizontal lengths of more than 0.5m shall only take place following written authority from the Architect in charge of project.
- 3.3.2. Chasing of walls shall be neat and shall not take place using wall chaser with a milling cutter.
- 3.3.3. Chasing of walls must be deep enough to ensure that no conduit after laid in channel hinders works for the plasterer or remains at surface.

3.4. PVC Conduit Installations

- 4.3.1 All conduit installations must be erected first, deburred, clean and dry before any wiring is installed.
- 4.3.2 The radius of all bends in conduit must not cause the cables to suffer damage, and therefore the minimum radius of bends must be followed. Bends should be erected using a bending spring and pinched or damaged bends are to be replaced.
- 4.3.3 All conduits should terminate in a box or fitting and meet the boxes or fittings at right angles. Conduit should be run horizontally or vertically, not diagonally.

- 4.3.4 Conduit entering fittings and coupling of conduits shall be sealed with PVC solvent adhesive to ensure water tightness.
- 4.3.5 Any unused conduit box entries should be blanked off and all boxes covered with a box lid, fitting or accessory to provide complete enclosure of the conduit system.
- 4.3.6 Conduit runs should be separate from other services, unless intentionally bonded, to prevent arcing occurring from a faulty circuit within the conduit, which might cause the pipe of another service to become punctured.
- 4.3.7 Conduit runs installed on surface and exceeding 6m in length must include an expansion coupler. Also expansion coupler must be fitted whenever a conduit crosses an expansion joint in the structure.
- 4.3.8 Conduit runs installed on surface must be supported according to IET Regulations.
- 4.3.9 Cables should be fed into the conduit in a manner which prevents any cable crossing over and becoming twisted inside the conduit. The cable insulation must not be damaged on the edges of the draw-in box or along the conduit.
- 4.3.10 A limit must be placed on the number of bends between boxes in a conduit run and the number of cables which may be drawn into a conduit to prevent the cables being strained during wiring.
- 4.3.11 Conduits must be appropriately sized, according to IET Regulations, to accommodate cables.

3.5. PVC Conduit and Conduit Accessories

- 3.5.1. Conduit and conduit accessories shall comply to BS4607 and BSEN61386 and must be of self-extinguishing PVC.
- 3.5.2. All conduit and Conduit accessories used for the entire installation shall be of the same type and standards.
- 3.5.3. Conduit shall be of heavy gauge standard impact, with a minimum wall thickness of 1.8mm and a temperature range of -5°C to 60°C. Flexible conduits shall only be installed following a written authority from the Engineer in charge of project.
- 3.5.4. PVC conduit and conduit accessories shall not be installed where the ambient temperature is less than -5°C and higher than 60°C.
- 3.5.5. Where luminaries are suspended from PVC conduit boxes, precautions must be taken to ensure that the lamp does not raise the box temperature higher than 60°C or that the mass of the luminaries supported by each box does not exceed the maximum recommended by the manufacturer.

3.5.6. PVC conduit expands much more than metal conduit and so long runs require an expansion coupling to allow for conduit movement and help to prevent distortion during temperature changes.

3.6. Installation of Light Fixtures

- 3.6.1. All light fittings shall be installed according to manufacturer's recommendations.
- 3.6.2. For easy maintenance of fittings, all screw threads shall be protected with silicone grease before exposure to weather.
- 3.6.3. During ongoing earth works the contractor is responsible to ensure that installation block out/mounting ring assemblies are not damaged and the housings are covered and protected.
- 3.6.4. Wiring through the luminaries shall take place as follows; for Types A and B shall be placed underneath the fitting whilst for Types C and D shall be placed on the back side of the fitting. The contractor shall ensure that all cables entries are watertight.
- 3.6.5. The cost of the installation is to include all accessories, wiring, switches and any other material for a fully functional system. This cost shall be deemed to have been included in the tendered rates.
- 3.6.6. Final tilt adjustments of luminaries shall be arranged in co-operation with the Engineer on prior notice. This cost for such works shall be deemed to have been included in the tendered rates

3.7. AC Isolators

- 3.7.1. The disconnection means must provide isolation of all live conductors rated according to IEC 60947-3 or equivalent.
- 3.7.2. The a.c. isolator must continuously withstand the Grid operational voltage, and be operable without any form of arching or damage under rated current.
- 3.7.3. The a.c. isolator must be rated for a.c. operation, equivalent d.c. rated switch is not acceptable.
- 3.7.4. The On and OFF position must be marked clearly and permanently.
- 3.7.5. Actuation of the a.c. isolator shall be made manually and without exposing the operator to come across any live conducting parts.
- 3.7.6. Locking capabilities of the switch should be present both when in OFF position to offer protection during service and with lid to prevent opening in ON position
- 3.7.7. The enclosure must implement a degree of protection to a minimum of IP66.

3.8. Switches for Lighting

- **3.8.1.** Use of Switches shall conform to the following specifications;
 - Shall be 1/2/3 Gang 1Way, rated 10A and conforming to BS 5733/IEC 60884/IEC 61643-1.
 - Colour: White
 - Voltage rating: 250Vac
 - Mounting Type: Wall mounted
 - Wire Area Size Min: 1.5mm²

All switches shall be installed according to manufacturer's recommendations and IET Regulations. For each switch a circuit protective conductor shall have same cross sectional area as the live conductors.

All switches used for the entire installation shall be of the same type and standards.

3.9. Switched Socket Outlets 13A

- 3.9.1. Use of Socket Outlets shall conform to the following specifications;
 - Shall be of single type, rated 13A and conforming to BS 1363.
 - Shall include a double pole switch for safely disconnecting the electricity supply.
 - IP Rating: IP65 or higher
 - Colour: White or Grey
 - Voltage rating: 250Vac
 - Mounting Type: Surface mounted
 - Wire Area Size Min: 4mm²

All socket outlets shall be installed according to manufacturer's recommendations and IET Regulations. These shall be complete with back boxes of same manufacturer, complete with Earth terminal. The circuit protective conductor shall have same cross sectional area as the live conductors.

All socket outlets used for the entire installation shall be of the same type and standards.

3.10. Industrial Socket Outlets

3.10.1. Angled Plug

Rated Continuous Current: 32A Terminal Poles: 5, 3P+N+E Ingress Protection: IP44 or Better Clock Position: 6h

The product shall conform to IEC 60309-2. The enclosure shall be made of PBT tough plastic material that withstands heavy duty usage and chemicals. Contact pins and sleeves shall be of solid brass, with clear terminal markings of all line conductors, neutral and earth. Terminals shall either be equipped with screwless with twin contacts or with two screws to assure a safe and reliable connection. Terminals capacity shall be between 2.5sqmm to 6sqmm. Cable entry shall be sealed with a grommet to ensure water tightness.

The contractor is responsible to ensure the overall dimensions of the angled industrial plug connected to the interlocked switch socket outlet are within the dimensions of the enclosure when the latter is closed.

3.10.2. Mechanically Interlocked switch socket outlets

Rated Continuous Current: 32A Terminal Poles: 5, 3P+N+E Ingress Protection: IP44 or Better Clock Position: 6h

The product shall conform to IEC 60309-2. The enclosure shall be made of PBT tough plastic material that withstands heavy duty usage and chemicals. Contact pins and sleeves shall be of solid brass, with clear terminal markings of all line conductors, neutral and earth. Terminals shall either be equipped with screwless with twin contacts or with two screws to assure a safe and reliable connection. Terminals capacity shall be between 2.5sqmm to 10sqmm. Cable entry shall be sealed with a grommet to ensure water tightness.

The mechanically interlocked switch shall be rated to prevent making and breaking under load. This shall be pre-assembled by the manufacturer and incorporates a handle at the front panel for ease of switching off without being exposed to electricity. Clear markings on the front panel shall show status of the switch.

The contractor is responsible to ensure the overall dimensions of the angled industrial plug connected to the mechanically interlocked switch socket outlet are within the dimensions of the enclosure when the latter is closed.

3.11. Enclosures

3.11.1. Enclosure and Door : Stainless Steel AISI 304

Minimum Dimensions: 250mm x 250mm x 200mm (H x L x W) Maximum Dimensions: 350mm x 300mm x 250mm (H x L x W) Ingress Protection: IP66 or better Housing Protection: IK10 Temperature range: -15°C to 80°C

The enclosure shall be flush mount. Door shall include locking device which shall be flush with the door and must be either one of the following; Eastern European (D Shape), Triangular or Crown Shape. Lockable Device and door hinges shall be manufactured from the same material grade as the enclosure. Enclosure shall be equipped with an earth stud assembly to be bonded to industrial socket outlet with a 4sqmm copper conductor.

3.12. Distribution Board and Switchgear

- 3.12.1. Distribution boards shall be surface mounted, PVC moulded with hinged door and shall comply to EN 60439-3, with a minimum ingress protection of IP40. Distribution Board shall be at least 24 modules. Distribution board shall include Neutral and earth bars of sufficient capacity to accommodate each individual circuit separately. The earth and neutral bar shall be reached easily. Where busbars are utilised, these have to be suitable for operation from 400V / 230V, three phase and neutral 50Hz, four wire electrical supply. Busbars shall also with stand a short circuit capacity of 16kA minimum.
- 3.12.2. The distribution board shall be installed in the location agreed between the Engineer and Bidder.

- 3.12.3. An overall overcurrent protective device shall be installed at the main Distribution panel. The circuit protection must conform to BSEN 60898, with a breaking capacity of not less than 10kA and be of Type C. Further additional protection for each outgoing circuit shall be via RCBO's. Each RCBO must conform to BSEN 61009, must be type C, a breaking capacity of not less than 6kA, and a rated leakage current of 30mA.
- 3.12.4. All protections used shall isolate the line and neutral conductors.
- 3.12.5. Current Ratings of each Protective Device shall be as indicated on the Distribution Board Schedules.

3.13. Earthing

- 3.13.1. All earthing shall be carried out in accordance with the IET Regulations.
- 3.13.2. Every exposed or extraneous conductive part shall be connected by a protective conductor to the main earthing terminal hence at each and every Switch, Socket Outlet, Industrial Socket Outlet and Light Point there must be a connection to earth.
- 3.13.3. The cross sectional area of circuit protective conductors shall have a cross sectional area equal to live conductors.
- 3.13.4. The cross sectional area of supplementary bonding conductors shall not be less than 4mm².
- 3.13.5. The main protective bonding conductors shall have a cross sectional area of not less than 16mm².
- 3.13.6. Only copper conductors shall be used for earthing.

3.14. Testing and Commissioning

- 3.14.1. The contractor is sole responsible for the safety, integrity and reliability of the installation. The installation shall be deemed complete only after the listed tests have been conducted correctly and a detailed record of all tests carried out, accompanied by a signed Certificate of the Final Test for the whole installation submitted to the Engineer.
- 3.14.2. The contractor shall perform as a minimum the following tests;

Before the supply is connected;

- Ø Continuity of protective conductors, including main and supplementary bonding
- Ø Continuity of ring final circuit conductors, including protective conductors
- Ø Insulation resistance

Ø Polarity

With the supply connected and energised;

- Ø Earth Electrode resistance, using a loop impedance tester
- $\boldsymbol{\varnothing}$ Earth fault Loop Impedance at Distribution Board and end of each Circuit
- Ø Prospective fault current measurement at Distribution Board
- **Ø** Operation of each RCBO
- Ø Functional Test for each circuit
- 3.14.3. Defects occurring at any time during the test shall be made good and a complete re-test shall be carried out, all at no extra cost. All necessary facilities, measuring and recording instruments for inspection/testing and commissioning are to be calibrated as necessary before use.
- 3.14.4. The test certificates shall be endorsed by a licensed (License B) electrician as requested by M.R.A. Electricity Supply regulations. The certificates should include a section detailing the make, type, serial number and date of last calibration of each instrument used.
- 3.14.5. Two copies of the test results endorsed by the licensed (License B) electrician should be handed. The drawings should include schematics, cable sizes, plans showing cable routing, pole locations and luminaries' references.

3.15. Types of light fittings

3.15.1. Type A

The luminaries shall be recessed uplight type, flush with the ground to illuminate facades of buildings. The luminaries shall be suitable for pedestrian traffic and must be designed to withstand oxidizing agents. Glare reduction accessories shall be included. The luminaries shall include recessed house fitting and all additional accessories to operate from a supply voltage of 230V, 50Hz. The shape of the luminaries shall be circular.

Lamp:

Type: LED Output Power: 6W - 8W Life Time: minimum 35000Hrs Number of LEDs: 4 maximum Luminous efficacy: 80lm/W or better Colour temperature: 3000K Colour rendering index: 80 or better

Luminaries:

Reflector Type: Symmetrical, very narrow beam with a Sharp Cut-Off Minimum Adjustable tilt angle: 5° Minimum and Maximum Angles of Light Beam 0°- 180° respectively: Alpha 2°- 10° Minimum and Maximum Angles of Light Beam 90°- 270° respectively: Beta 2°- 5° Ingress Protection: IP67 or better Housing Protection: IK10 Top ring and Screws: Stainless Steel 316 Finish Glass: UV stabilized and tempered type Housing and recessed housing: Stainless Steel/High Resistance Thermoplastic material Insulation: Class I or better Minimum Load applied on Lens: 2000Kg. Maximum outside Diameter of Luminaries: 190mm

Where insulation is off Class I, contractor shall ensure a continuity of earthing for the whole assembly.

3.15.2. Type B

The luminaries shall be recessed uplight type, flush with the ground to illuminate facades of buildings. The luminaries shall be suitable for pedestrian traffic and must be designed to withstand oxidizing agents. Glare reduction accessories shall be included. The luminaries shall include recessed house fitting and all additional accessories to operate from a supply voltage of 230V, 50Hz.

Lamp:

Type: Metal Halide (MD) OR (HIT) Output Power: 150W Life Time: minimum 6000Hrs Luminous efficacy: 80lm/W or better Colour temperature: 3000K Colour rendering index: 80 or better

Luminaries:

Reflector Type: Asymmetrical, very narrow beam

Minimum Adjustable tilt angle: 5° Minimum and Maximum Angles of Light Beam 0°- 180° respectively: Alpha 2°- 10° Minimum and Maximum Angles of Light Beam 90°- 270° respectively: Beta 5°- 10° Ingress Protection: IP67 or better Housing Protection: IK10 Top ring and Screws: Stainless Steel 316 Finish Glass: UV stabilized and tempered type Housing and recessed housing: Stainless Steel/High Resistance Thermoplastic material Insulation: Class I or better Minimum Load applied on Lens: 3000Kg. Maximum outside Diameter of Luminaries: 450mm

Where insulation is off Class I, contractor shall ensure a continuity of earthing for the whole assembly.

3.15.3. Туре С

The luminaries shall be wall recessed with asymmetric light distribution and flush with the wall. The luminaries shall be suitable for outdoor and must be designed to provide basic protection to the general public. The luminaries shall include recessed house fitting and all additional accessories to operate from a supply voltage of 230V, 50Hz. The shape of the luminaries shall be rectangular.

Lamp:

Type: LED Output Power: 3W - 5W Life Time: minimum 35000Hrs Number of LEDs: 3 maximum Luminous efficacy - 80lm/W or better Colour temperature – 2500K to 3000K Colour rendering index - 80 or better

Luminaries:

Reflector Type: Asymmetrical Minimum and Maximum Angles of Light Beam 0°- 180° respectively: Alpha 10°-90° Minimum and Maximum Angles of Light Beam 90°- 270° respectively: Beta 90°- 270°

Ingress Protection: IP65 or better Housing Protection: IK08 or better Housing: Die-cast aluminium with a double layer coating for high resistance to corrosion. Glass: Tempered type Colour: Dark Grey Insulation: Class I or better Minimum outside Dimensions: 200mm x 120mm x 20mm (H x Lx W) Maximum outside Dimensions: 270mm x 160mm x 130mm (H x Lx W)

Where insulation is off Class I, contractor shall ensure a continuity of earthing for the whole assembly. The luminaries shall be in compliance with EN60598-1

3.15.4. Type D

The luminaries shall be wall recessed with asymmetric light distribution and flush with the wall. The luminaries shall be suitable for outdoor and must be designed to provide basic protection to the general public. The luminaries shall include recessed house fitting and all additional accessories to operate from a supply voltage of 230V, 50Hz. The shape of the luminaries shall be square.

Lamp:

Type: LED Output Power: 2W - 3W Life Time: minimum 35000Hrs Number of LEDs: 3 maximum Luminous efficacy - 80lm/W or better Colour temperature – 2500K to 3000K Colour rendering index - 80 or better

Luminaries;

Reflector Type: Asymmetrical Minimum and Maximum Angles of Light Beam 0°- 180° respectively: Alpha 10° to 90° Minimum and Maximum Angles of Light Beam 90°- 270° respectively: Beta 90°to 270°

Ingress Protection: IP54 or better

Housing Protection: IK08 or better

Housing: Die-cast aluminium with a double layer coating for high resistance to corrosion.

Glass: Tempered type

Colour: Dark Grey

Insulation: Class II or better

Minimum outside Dimensions: 100mm x 100mm x 20mm (H x Lx W)

Maximum outside Dimensions: 130mm x 130mm x 100mm (H x Lx W)

The luminaries shall be in compliance with EN60598-1

3.15.5. Type E

The luminaries shall be of LED wall washer type, mounted with the wall and with symmetric light distribution. The luminaries shall be suitable for outdoor and must be designed to provide basic protection to the general public. The luminaries shall include rotatable mounting brackets to adjust the luminaries to any direction agreed with the Engineer and all other accessories to operate from a supply voltage of 230V, 50Hz.

Lamp:

Type: LED Output Power: 9W Number of LEDs: 9 maximum Luminous efficacy - 40lm/W or better Colour temperature – 2500K to 3200K Colour rendering index - 80 or better

Luminaries:

Reflector Type: Symmetrical Beam Angle: 10°to 20° Ingress Protection: IP66 or better Housing Protection: IK06 or better

Housing: Extruded Aluminium with a double layer coating for high resistance to corrosion.

Glass: Transparent and Tempered type

Colour: Aluminium

Insulation: Class I or better

Minimum outside Dimensions: 20mm x 250mm x 20mm (H x Lx W)

Maximum outside Dimensions: 50mm x 350mm x 70mm (H x Lx W)

Where insulation is off Class I, contractor shall ensure a continuity of earthing for the whole assembly. The luminaries shall be in compliance with EN60598-1

VOLUME 4 - FINANCIAL BID

Breakdown of Costs

ltem.	Description	Quantity	Unit	Unit Cost including VAT, Duties & Other Taxes/Charges (Delivered Duty Paid-DDP)	Total including VAT, Duties & Other Taxes/Charges (Delivered Duty Paid-DDP)
1.00	Install and Connect Light Circuits				
1.01	To install and connect circuit for 6.QTY exterior recessed ground points for luminaries (type A) controlled by 1.QTY one way switch (1A) and Timer(A)	1	No.		
1.02	To install and connect circuit for 2.QTY exterior recessed ground points and luminaries (Type B) controlled from 1.QTY one way switch (2A) and Timer(A)	1	No.		
1.03	To install and connect circuit for 8.QTY low level points and exterior recessed wall luminaries (Type C), connected to existing supply provided by the utility supplier.	1	No.		
1.04	To install and connect circuit for 2.QTY low level points and exterior wall mounted luminaries (Type D) controlled from 1.QTY one way switch (3A) and Timer(A)	1	No.		
1.05	To install and connect circuit for 2.QTY low level points and wall recessed luminaries (Type E) controlled from 1.QTY one way switch (4A) and Timer(A)	1	No.		
1.06	To Install and connect Junction Box	2	No.		
2.00	Supply Light System				
2.01	Luminaries - Type A	6	No.		
2.02	Luminaries - Type B	2	No.		
2.03	Wall Luminaries - Type C	8	No.		

2.04	Wall Luminaries - Type D	2	No.	
2.05	Wall Luminaries - Type E	2	No.	
2.06	Junction Boxes	2	No.	
3.00	Install and Connect Power Circuits			
3.01	To dismantle and carry away existing two Poles and make area safe	1	L.S.	
3.02	To install and connect a radial circuit for 4.QTY single socket outlet, IP66 or better, wired with 4mm^2 cables through 20mm diameter PVC Conduit	1	No.	
3.03	To install and connect a radial circuit for 2.QTY industrial socket outlets wired with 4mm^2 cables through 20mm diameter PVC Conduit	2	No.	
3.04	To Install and connect a 32mm and 2. QTY 25mm PVC Conduit between Distribution Board and nearest outside enclosure	15	m	
3.05	To install and connect redundant 80mm PVC Pipe between enclosures as indicated in drawing no. 38-49 REVC_02	1	No.	
3.06	To install and connect redundant 25mm PVC Conduit between enclosures	6	No.	
3.07	To install PVC/PVC 3 phase, neutral and Earth cable from existing service to Distribution Board with each conductor having a minimum C.S.A of 16mm ²	6	m.	
3.08	To Install and Connect Enclosures as indicated in item 4.01	4	No.	
3.09	To install and connect consumer unit wired and connected to existing three phase supply as indicated in item 4.02	1	No.	
4.00	Supply Power Systems			
4.01	To supply enclosures, complete with 32A Industrial Plug and 32A Mechanically interlocked socket outlet, and 13A Single Socket Outlet	4	No.	

4.02	To Supply a wall mounted 24 Module PVC Distribution Board complete with Earth and Neutral Bar and 1.QTY of 4 Pole 63A MCB, 2.QTY of 4 Pole 25A 30mA RCBO, 1.QTY of 2 Pole 32A 30mA RCBO, 1.QTY of 2 Pole 16A 30mA RCBO, 24Hr Timer with Override capabilities and 16A 2P Contactor	1	No.		
5.00	Commissioning				
5.01	Test and commission the electrical installation as specified in tender document article 3.14 in Volume 3	1	L.S.		
5.02	Supply As Fitted drawings in the form of three sets of prints and one copy on CD-ROM.	1	L.S.		
	GRAND TOTAL INCLUDING VAT, DUTIES & OTHER TAXES/CHARGES (DELIVERED DUTY PAID-DDP)				

VOLUME 5 - DRAWINGS

Design Documents, including Drawings

Section 5.1

List of drawings attached

No	Name	Drawing No
1.	Lighting Layout	38-49 REVC_01
2.	Power Layout	38-49 REVC_02
3.	3. Architectural Lighting Layout	
4.	Conduit Layout	38-49 REVC_04

Section 5.2

List of design documents available

No	Designer	Design name	Date
1.	Eng. Charlie Portelli	DB Schedule	March 2014