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DEPARTMENT: FONDAZZJONI ĊENTRU GHALL-KREATTIVITA`

Procurement of the replacement Thermal plant for the St. James Cavalier

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IMPORTANT:

Tender may be viewed/downloaded from www.sjcav.org

SUPPLIES TENDER

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VOLUME 1 SECTION 1 – INSTRUCTIONS TO TENDERERS

A. GENERAL PART

1. General Instructions

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 Central Government Authority, whatever his/her own corresponding conditions may be which he/her 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 *Fondazzjoni Ċentru Għall-Kreattività* requests rectifications in respect of incomplete/non-submitted information pertinent to the documentation as outlined in sub-Clause 16.1(a), and 16.1(c) of these Instructions to Tenderers. Such rectification/s must be submitted within two (2) working days from notification, and will be subject to a non-refundable administrative penalty of €50: 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.

This is a call for the **Procurement of the replacement Thermal plant for the St. James Cavalier.**

- 1.1 This contract is not divided in lots. The tenderer can submit one price.
- 1.2 The tenderer will bear all costs associated with the preparation and submission of the tender. The *Fondazzjoni Ċentru Għall-Kreattività* will in no case be responsible or liable for such costs, whatever the conduct or outcome of the procedure.
- 1.3 The *Fondazzjoni Ċentru Għall-Kreattività* 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 Visits (Refer to Clause 9.1)	30 th April 2015	Between 10.00am and 12.00pm (noon) CET
Deadline for request for any additional from the <i>Fondazzjoni Ċentru Għall-Kreattività</i>	7 th May 2015	12:00pm (noon) CET
Deadline for submission of tenders /Tender Opening Session (Unless otherwise modified in terms of Clause 11.3)	22 nd May 2015	12:00pm (noon) CET
* All times Central European Time (CET)		

3. Financing

- 3.1 The project is financed from local budget funds.
- 3.2 The beneficiary of the financing is the *Fondazzjoni Ċentru Għall-Kreattività*.

4. Eligibility

- 4.1 Participation in tendering is open on equal terms to all natural and legal persons of the Member States of the European Union, the beneficiary country, any other country in accordance with Regulation 76 of the Public Procurement Regulations.
- 4.2 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.
- 4.3 Tenders submitted by companies forming a joint venture/consortium must also fulfil the following requirements:
- 4.4 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.

4.5 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.

5. Selection Criteria

5.1 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.

5.2 Information about the tenderer's technical capacity.

(An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links, which it has with them. It must in that case prove to the contracting authority that it will have at its disposal the resources necessary for the execution of the contract, for example, by producing an undertaking by those entities to place the necessary resources at the disposal of the economic operator)

5.3 This information must follow the form in Volume 1, Section 4 of the tender documents and include:

5.4 Evidence of relevant experience in carrying out services of a similar nature over the past three (3) years (Form 4.9 of Volume 1, Section 4) including the nature and value, as well as contracts in hand and contractually committed.

5.5 The minimum number of projects of a similar scope/nature completed in the last three (3) years must be at least three (3) in number.

5.6 In so listing the end clients, the tenderer is giving his consent to the Evaluation Committee, so that the latter may, if it deems necessary, contact the relevant clients, with a view to obtain from them an opinion on the works provided to them, by the tenderer.

5.7 A list of the key experts and other staff (Form 4.10 of Volume 1, Section 4) proposed for the execution of the contract. The Evaluation Committee reserves the right to request the tenderers to substantiate their claims in respect to the staff proposed by requesting CVs of key staff and signed Declarations of Exclusivity and Availability during the evaluation stage.

6. Only One Tender Per Tenderer

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

6.2 A company may not tender for a given contract both individually and as a partner in joint venture/consortium.

6.3 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 subcontractor by any another tenderer, or joint venture/consortium.

6.4 A company may act as a subcontractor 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.

7. Tender Expenses

7.1 The tenderer will bear all costs associated with the preparation and submission of the tender.

7.2 The *Fondazzjoni Ċentru Għall-Kreattività* 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.

8. Clarification Meeting / Site Visit (as clause no. 2)

B. TENDER DOCUMENTS

9. Contents of Tender Document

9.1 The set of tender documents comprises the following documents and should be read in conjunction with any clarification notes issued in accordance with Clause 24:

Volume 1 Instructions to Tenderers

Volume 2 Draft Contract

www.contracts.gov.mt/conditions

- General Conditions
- Special Conditions

9.2 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.

9.3 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.

10. Explanations/Clarification Notes Concerning Tender Documents

10.1 Tenderers may submit questions in writing to the *Fondazzjoni Ċentru Għall- Kreattività* through:

- a. Sending an email to technical@sjcav.org
- b. Fax number +356 21223218

up to 7 calendar days before the deadline for submission of tenders. The *Fondazzjoni Ċentru Għall-Kreattività* must reply to all tenderers' questions, and amend the tender documents by publishing clarification notes, up to at least 3 calendar days before the deadline for submission of tenders.

10.2 The *Fondazzjoni Ċentru Għall-Kreattività* may, at its own discretion, as necessary and in accordance with Clause 24, extend the deadline for submission of tenders to give tenderers sufficient time to take clarification notes into account when preparing their tenders.

11. Labour Law

11.1 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.

12 Law

12.1 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

13 Language of Tenders

13.1 The tender and all correspondence and documents related to the tender exchanged by the tenderer and the *Fondazzjoni Ċentru Għall-Kreattività* must be written in English.

13.2 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.

14 Presentation of Tenders

14.1 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 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 *Fondazzjoni Ċentru Għall-Kreattività* for verification purposes only should the need arise.

(c) All tenders must be received by date and time indicated in the timetable at Clause 2 and deposited in the tender box at the Administration Office, St James Cavalier Centre for Creativity, Valletta, VLT 1060, Malta.

(d) All envelopes/packages, as per (b) above, must bear only:

- 3 The above address;
- 4 The reference of the invitation to tender concerned;
- 5 The name of the tenderer;

15. Content of Tender

15.1 The tender must complete the following duly completed documents:

(a) **Document to be inserted in package 1**

(i) Single, sealed envelope (unless their volume requires a separate submission).

(b) **General/Administrative Information** ^(Note 2)

(i) Proof of Purchase of tender document (not applicable);

(ii) Statement on Conditions of Employment (Volume 1, Section 4).

Selection Criteria ^(Note 2)

(c) **Technical Capacity** ^(Note 3)

(i) Personnel (Key Experts) to be employed on contract (Form 4.2 of Volume 1, Section 4);

(ii) List of available equipment, technical description and rate per hour (incl. VAT) (Form 4.3 of Volume 1, Section 4)

(iii) Sub-Contracting (Form 4.4 of Volume 1, Section 4) List of principal deliveries effected during the last three [3] years (Volume 1, Section 4).

(d) **Evaluation Criteria/Technical Specifications** ^(Note 3)

**Tenderer's Technical and Service Offer in response to specifications
(Volume 3)**

(i) *Quality Assurance System(s)*

(ii) Any other information deemed relevant.

(e) **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 provided in Volume 4 (as per venue).

Notes to Clause 16

1. *Tenderers will be requested to within two working days from notification, the tender guarantee only in the following two circumstances: either incorrect validity date, and/or incorrect value.*
2. *Tenderers will be requested to either any incorrect and/or incomplete documentation, and/or submit any missing documents within two working days from notification. 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.

16. Tender Prices

- 16.1 The tender price must cover all works listed in the form of schedule of prices ex VAT.
- 16.2 The tenderer must provide a breakdown of the overall price in Euro (€).
- 16.3 Tenderers must quote all components of the price **inclusive** of taxes.
- 16.4 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.**
- 16.5 If the tenderer offers a discount, the discount must be absorbed in the rates of the Bill of Quantities/Financial Statement.
- 16.6 The prices for the contract must include all of the works to be provided. The prices quoted are fixed and not subject to revision or escalation in costs, unless otherwise provided for in the Special Conditions.

17. Currencies of Tender and Payments

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

18. Period of Validity of Tenders

- 18.1 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 and/or 24. Any tenderer who quotes a shorter validity period will be rejected.
- 18.2 In exceptional circumstances the *Fondazzjoni Ċentru Għall-Kreattività* may request that tenderers extend the validity of tenders for a specific period. Such requests and the responses to them must be made in writing. A tenderer may refuse to comply with such a request without forfeiting his tender guarantee (Bid Bond). However, his tender will no longer be considered for award. If the tenderer decides to accede to the extension, he may not modify his tender. He is, however, bound to extend the validity of his tender guarantee for the revised period of validity of the tender.

18.3 The successful tenderer must maintain his tender for a further 60 days from the date of notification of award.

19. Variant Solutions

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

20. Preparations and Signing of Tenders

20.1 All tenders must be submitted in one original, clearly marked “original”. 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.

20.2 The tenderer’s submission must be typed in, or handwritten in indelible ink. The person or persons signing the tender must initial any pages on which entries or corrections to his submission have been made. All pages must be numbered consecutively by hand, machine or in any other way acceptable to the *Fondazzjoni Ċentru Għall-Kreattività*.

20.3 The tender must contain no changes or alterations, other than those made in accordance with instructions issued by the *Fondazzjoni Ċentru Għall-Kreattività* (issued as clarification notes) or necessitated by errors on the part of the tenderer. In the latter case, the person signing the tender must initial corrections.

20.4 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 *Fondazzjoni Ċentru Għall-Kreattività*.

D SUBMISSION OF TENDERS

21. Sealing and Marking of Tenders

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

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

Fondazzjoni Ċentru Għall-Kreattività
St James Cavalier
Centre For Creativity,
Valletta, VLT 1060
Malta

Tenders submitted by any other means will not be considered.

Tenderers must seal the original and the copy of their tender as outlined in Clause 15.

If the outer envelope is not sealed and marked as required in Sub clause 15.1, the *Fondazzjoni Ċentru Għall-Kreattività* will assume no responsibility for the misplacement or premature opening of the tender.

Any variant proposal/s must be submitted in a separate, sealed inner envelope, clearly marked "variant".

22. Extension of Deadline for Submission of Tenders

22.1 The *Fondazzjoni Ċentru Għall-Kreattività* 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 *Fondazzjoni Ċentru Għall-Kreattività* and the tenderer regarding the original date specified in the contract notice will be subject to the new date.

23. Late Tenders

23.1 All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by the *Fondazzjoni Ċentru Għall-Kreattività*.

23.2 No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

24. Alterations and Withdrawal of Tenders

24.1 Tenderers may withdraw their tenders by written notification prior to the deadline for submission of tenders. No tender may be altered after the deadline for submission.

24.2 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".

24.3 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

25. Opening of Tenders

25.1 Tenders will be opened in public session 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 Administration Office, St James Cavalier Centre for Creativity, Valletta, VLT 1060, Malta, by the Chairman, *Fondazzjoni Ċentru Għall-Kreattività*, or by an authorised representative. They will draw up a 'Summary of Tenders Received' which will be published on the notice board at the Administration Office, St James Cavalier Centre for Creativity, and shall also be available to view on the *Fondazzjoni's* website, www.sjcav.org

25.2 At the tender opening, the tenderers' names, the tender prices, variants, written notification of alterations and withdrawals, the presence of the requisite tender guarantee and any other

information the *Fondazzjoni Ċentru Għall-Kreattività* may consider appropriate will be published.

- 25.3 Envelopes marked "withdrawal" will be read out first and returned to the tenderer.
- 25.4 Reductions or alterations to tender prices made by tenderers after submission will not be taken into consideration during the analysis and evaluation of tenders.

26. Secrecy of the Procedure

- 26.1 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.
- 26.2 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.
- 26.3 Any attempt by a tenderer to approach any member of the Evaluation Committee/*Fondazzjoni Ċentru Għall-Kreattività* directly during the evaluation period will be considered legitimate grounds for disqualifying his tender.

27. Clarification of Tenders

- 27.1 When checking and comparing tenders, the evaluation committee may, after obtaining approval from the *Fondazzjoni Ċentru Għall-Kreattività*, ask a tenderer to clarify any aspect of his tender.
- 27.2 Such requests and the responses to them must be made by e-mail or fax. They may in no circumstances alter or try to change the price or content of the tender, except to correct arithmetical errors discovered by the evaluation committee when analysing tenders, in accordance with Clause 31.

28. Tender Evaluation Process

- 28.1 The following should be read in conjunction with Clause 25.

28.2 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 *Fondazzjoni Ċentru Għall-Kreattività*, 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, and will be subject to a non-refundable administrative penalty of €50: 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), and 16.1(e), of the Instructions to Tenderers. Only clarifications on the submitted information in respect of the latter may be eventually requested.

28.3 **Part 2: Eligibility and Selection Compliance**

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

(i) Eligibility Criteria

Tender Form (Volume 1, Section 2)

(ii) Selection Criteria

28.4 Evidence of financial and economic standing (sub-Clause 6.1.1)

28.5 Evidence of technical capacity (sub-Clause 6.1.2)

28.6 **Part 4. Financial Evaluation**

The financial offers for tenders which were not eliminated during the technical evaluation will be evaluated.

The *Fondazzjoni Ċentru Għall-Kreattività* will check that the financial offers contain no arithmetical errors as outlined in Clause 31. [If the tender procedure contains several lots, financial offers are compared for each lot.]

29. **Correction of Arithmetical Errors**

29.1 Admissible tenders will be checked for arithmetical errors by the *Fondazzjoni Ċentru Għall-Kreattività*. 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.

29.2 The amount stated in the tender will be adjusted by the *Fondazzjoni Ċentru Għall-Kreattività* in the event of error, and the tenderer will be bound by that adjusted amount. In this regard, the *Fondazzjoni Ċentru Għall-Kreattività* shall 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.

29.3 When analysing the tender, the *Fondazzjoni Ċentru Għall-Kreattività* will determine the final tender price after adjusting it on the basis of Clause 31.1.

F. **CONTRACT AWARD**

30. **Criteria for Award**

30.1 **The contract will be awarded to the tenderer that has the most economically advantageous offer.**

30.2 The most economically advantageous meaning various criteria relating to the subject matter of the contract, including but not limited to, price, delivery date, delivery period or period of

completion, running costs, cost-effectiveness, quality, aesthetic and functional characteristics, technical merit, profitability, after-sales service and technical assistance shall be taken in consideration. Quality, technical merit, functional characteristics and cost-effectiveness being the most important.

31. Right of the *Fondazzjoni Ċentru Għall-Kreattività* To Accept or Reject Any Tender

- 31.1 The *Fondazzjoni Ċentru Għall-Kreattività* reserves the right to accept or reject any tender and/or to cancel the whole tender procedure and reject all tenders. The *Fondazzjoni Ċentru Għall-Kreattività* reserves the right to initiate a new invitation to tender.
- 31.2 In the event of a tender procedure's cancellation, tenderers will be notified by the *Fondazzjoni Ċentru Għall-Kreattività*. 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.
- 31.3 Cancellation may occur where:
- (a) the tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no response at all;
 - (b) the economic or technical parameters of the project have been fundamentally altered;
 - (c) exceptional circumstances or force majeure render normal performance of the project impossible;
 - (d) all technically compliant tenders exceed the financial resources available;
 - (e) there have been irregularities in the procedure, in particular where these have prevented fair competition.

In no circumstances will the *Fondazzjoni Ċentru Għall-Kreattività* 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 *Fondazzjoni Ċentru Għall-Kreattività* has been advised of the possibility of damages. The publication of a contract notice does not commit the *Fondazzjoni Ċentru Għall-Kreattività* to implement the programme or project announced.

32. Notification of Award, Contract Clarifications

- 32.1 Prior to the expiration of the period of validity of tenders, the *Fondazzjoni Ċentru Għall-Kreattività* will notify the successful tenderer, in writing, that his/her tender has been recommended for award by the *Fondazzjoni Ċentru Għall-Kreattività*, pending any appeal being lodged in terms of Part XIII of the Public Procurement Regulations (being reproduced in Volume 1, Section 6).
- 32.2 Unsuccessful bidders shall be notified with the outcome of the evaluation process, and will be provided the following information:
- (a) The criteria for award;
 - (b) The name of the successful tenderer;
 - (c) The recommended price of the successful bidder;
 - (d) The score obtained by the unsuccessful bidder, and the score of the successful bidder;
 - (e) The reasons why the tenderer did not meet the technical specifications/ notification that
 - (f) The deadline for filing a notice of objection (appeal);
 - (g) the deposit required if lodging an appeal.

32.3 The recommendations of the *Fondazzjoni Ċentru Għall-Kreattività* shall be published on the Notice Board of the Administration Officer, St James Cavalier Centre for Creativity, and published online on the *Fondazzjoni*'s website, www.sjcav.org

33. Contract Signing and Performance Guarantee

33.1 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.

33.2 Within 15 calendar days of receiving the contract (against acknowledgment of receipt) from the *Fondazzjoni Ċentru Għall-Kreattività*, the successful tenderer will sign and date the contract and return it to the *Fondazzjoni Ċentru Għall-Kreattività* with the performance guarantee and the Financial Identification Form (if applicable). On signing of the contract by the *Fondazzjoni Ċentru Għall-Kreattività*, the successful tenderer will become the Contractor and the contract will enter into force.

33.3 Before the *Fondazzjoni Ċentru Għall-Kreattività* 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).

33.4 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 *Fondazzjoni Ċentru Għall-Kreattività* may consider the acceptance of the tender to be cancelled without prejudice to the *Fondazzjoni Ċentru Għall-Kreattività*'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 *Fondazzjoni Ċentru Għall-Kreattività*.

33.5 Only the signed contract will constitute an official commitment on the part of the *Fondazzjoni Ċentru Għall-Kreattività*, and activities may not begin until the contract has been signed by the *Fondazzjoni Ċentru Għall-Kreattività* and the successful tenderer.

33.6 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.

33.7 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.

34. Period of Delivery

- 34.1 The period of delivery of the tender service is to be agreed between both parties.
- 34.2 The Contractor must inform the *Fondazzjoni Ċentru Għall-Kreattività*'s representative by return that he has received the notice of the tender award.

G. MISCELLANEOUS

35. Ethics Clauses

- 35.1 Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the *Fondazzjoni Ċentru Għall-Kreattività* 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.
- 35.2 Without the *Fondazzjoni Ċentru għall-Kreattività*'s prior written authorisation, the Contractor and his/her staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other programmes or projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.
- 35.3 When putting forward a candidacy or tender, the candidate or tenderer must declare that he/she is affected by no potential conflict of interest, and that he/she has no particular link with other tenderers or parties involved in the project.
- 35.4 The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of his/her profession. He/she must refrain from making public statements about the project or services without the *Fondazzjoni Ċentru Għall-Kreattività*'s prior approval. He/she may not commit the Contracting Authority in any way without its prior written consent.
- 35.5 For the duration of the contract, the Contractor and his/her staff must respect human rights and undertake not to offend the political, cultural and religious morals of Malta.
- 35.6 The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and his/her staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.
- 35.7 The Contractor and his/her 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.
- 35.8 The contract governs the Parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.
- 35.9 The Contractor shall refrain from any relationship likely to compromise his/her independence or that of his/her staff. If the Contractor ceases to be independent, the Central Government Authority may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.

35.10 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.

36. Data Protection and Freedom of Information

36.1 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 *Fondazzjoni Ċentru Għall-Kreattività* without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with National and/or Community law.

36.2 The provisions of this contract are without prejudice to the obligations of the *Fondazzjoni Ċentru Għall-Kreattività* in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). The *Fondazzjoni Ċentru Għall-Kreattività*, prior to disclosure of any information to a third party in relations to any provisions of this contract which have not yet been made public, shall consult the contractor in accordance with the provisions of the said Act, pertinent subsidiary legislation and the Code of Practice issued pursuant to the Act. Such consultation shall in no way prejudice the obligations of the *Fondazzjoni Ċentru Għall-Kreattività* in terms of the Act.

37. Gender Equality

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

VOLUME 1 SECTION 2 - TENDER FORM

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

Publication Reference _____

Name of Tender: **Procurement of the replacement Thermal plant for the St. James Cavalier**

File Reference: SJC/2015/01

A. Tender submitted by: _____

	Name (s) of Tenderer (s)	Nationality
Leader ¹		
Partner ^{2*}		
Etc *...		

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

B. CONTACT PERSON (for this tender)

Name		Surname	
Telephone	() _____	Fax	() _____

Address	<hr/> <hr/> <hr/>
Email	

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 Central Government Authority) 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.

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

[.....]

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

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

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

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

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

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

10 We will inform the *Fondazzjoni Ċentru Għall-Kreattività* 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)

(b) **General Information** ^(Note 2)

- Statement on Conditions of Employment

Selection Criteria ^(Note 2)

(c) **Technical Capacity** ^(Note 3)

- Experience as Contractor
- Personnel (Key Experts) to be employed on contract
- List of available equipment, technical description and rate per hour (incl. VAT)
- Sub-Contracting (where applicable)

(d) **Evaluation Criteria/Technical Specifications** ^(Note 3)

- Tenderer's Technical Offer
- Literature /List of Samples (where applicable)

(f) **Tender Form, and Financial Offer/Bill of Quantities** ^(Note 3)

Notes:

1. *Tenderers will be requested to clarify/rectify, within two working days from notification, the tender guarantee only in the following two circumstances: either incorrect validity date, and/or incorrect value. This is indicated by the symbol ○*
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 ○*
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 *Fondazzjoni Ċentru Għall- Kreattività* shall request rectifications in respect of incomplete/non-submitted 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, and will be subject to a non-refundable administrative penalty of €50, and that failure to comply shall result in our offer not being considered any further.
- 13** We note that the *Fondazzjoni Ċentru Għall-Kreattività* is not bound to proceed with this invitation to tender and that it reserves the right to cancel or award only part of the contract. It will incur no liability towards us should it do so.

Name and Surname: _____

I.D. / Passport Number:

Signature of tenderer:

Duly authorised to sign this tender on behalf of:

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

Stamp of the firm/company: _____

Place and date:

VOLUME 1 SECTION 3 – TENDER GUARANTEE FORM

[On the headed notepaper of the financial institutions providing the guarantee]

Whereas the *Fondazzjoni Ċentru Għall-Kreattività* has invited tenders for,
and whereas Messrs [Name of tenderer]
(hereinafter referred to as the Tenderer) is submitting such a tender in accordance with such invitation,
we [Name of Bank], hereby guarantee to pay you on your first demand
in writing a maximum sum of..... Euro (€.....) in case the
Tenderer withdraws his tender before the expiry date or in the case the Tenderer fails to provide the
Performance Bond, if called upon to do so in accordance with the Conditions of Contract.

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

This guarantee is valid for a period of one hundred and fifty (150) days from the closing date of submission of tenders, and expires on the..... Unless it is extended by us or returned to us for cancellation before that date, any demand made by you for payment must be received at this office in writing not later than the above-mentioned expiry date.

This document should be returned to us for cancellation or utilisation 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 for cancellation or not, and our liability hereunder shall terminate.

Yours faithful
Bank Manager
Date

VOLUME 1 SECTION 4 - TENDERER'S STATEMENTS

1. Statement on Conditions of Employment

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

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

Signature: _____

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

Date:

Form 4.4 - Sub-Contracting

If the tenderer plans to sub-contract, the tenderer must provide the following details:

Name and details of sub-contractors	

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

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 Fondazzjoni Ċentru Għall-Kreattività to the Contractor in writing regarding the execution of the contract.

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

Fondazzjoni: Fondazzjoni Ċentru Għall-Kreattività

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 Central Government Authority and the Contracting Authority. Any consideration relating to possible contracts in the future or conflict with other commitments, past or present, of a candidate, tenderer or supplier, or any conflict with his/her interests. These restrictions also apply to subcontractors and employees of the candidate, tenderer or supplier.

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

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

Day: Calendar day.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VOLUME 1 SECTION 6 – EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

Part XII - Separate packages in tender offer

The procedure for the submission of separate packages in the tender offer is stipulated in Part XII of the Public Procurement Regulations (Legal Notice 296/2010), reproduced hereunder for ease of reference.

- 1 Contracting authorities listed in Schedule 1 shall ensure that for all tenders awarded by the open or restricted procedures with an estimated value of over two million euro (€2,000,000) or, at the discretion of the Director of Contracts, on tenders of a lower estimated value or on tenders awarded through the negotiated or competitive dialogue procedures, the tender conditions stipulate that tenders shall only qualify for consideration if they are submitted in separate and sealed packages as follows:
 - (a) Package One: an original and valid tender bond (Bid Bond), duly executed in the form, for the amount and for the validity period stipulated in the official tender document;
 - (b) Package Two: technical specifications including supportive literature, details, designs, samples and any other matter as requested in the tender documents; and
 - (c) Package Three: completed price schedules and, or bills of quantities, form of tender, payment terms or other financial arrangements; any covering letter which may provide other pertinent details of a commercial nature.
- 2 In the process of adjudicating the tender, the packages for all tenderers shall be opened in public and in the sequence enumerated in the sub-regulation (1). When at any stage, any tenderer fails to comply with the tendering procedural requirements and, or with the specifications, the remaining packages in his tender offer are to be discarded unopened.

Provided that the Director of Contracts or, with his authorization, any contracting authority, shall have the right to seek clarifications on points of a technical nature to enable a proper evaluation of any tender, which, however, would at that stage have already been declared to be basically compliant.
- 3 Any decision leading to the discarding of any tender during any stage of the process is to be given publicity at the office of the contracting authority or at the Department of Contracts as the case may be and the affected tenderer is to be informed of the decision within two working days of its publication.
- 4 A complaint by the affected tenderer and any person having or having had an interest in obtaining a particular public contract must reach the Review Board within ten calendar days from the date of notification of the decision, which complaint shall be communicated by the Secretary of the Review Board to the Department of Contracts at once. The complaint submitted to the Review Board shall be accompanied by a deposit of 0.5% of the estimated value of the tender as submitted by the tenderer, which deposit shall only be refundable if the Review Board finds in the tenderer's or other person having or having had an interest in obtaining a particular public contract's favour:

Provided that the deposit shall in no case be less than ten thousand euro (€10,000) or more than fifty-eight thousand euro (€58,000).

- 16 The review is to be effected by the Public Contracts Review Board before the next stage of the adjudication process is commenced.
 - 17 The procedure to be followed by the Board when carrying out the review shall consist in a complete and detailed re-examination of the reasons brought forward by the adjudication board of any department or contracting authority for the discarding of any particular tender.
 - 18 In fulfilling this obligation the Chairman of the Review Board shall have the right to put appropriate questions to the Head of any department or contracting authority as well as the members of the respective adjudication boards and to have recourse to all pertinent documentation.
 - 19 The Chairman of the Review Board shall also have the right to seek expert advice from outside the department or contracting authority involved.
 - 20 The decision of the Board shall be final and binding on all parties and the award procedure shall proceed in accordance with its decision.
- 10 Any tenderer or any other person having or having had an interest in obtaining a particular public contract whose complaint under this Part is not upheld shall have the right to have recourse to the procedure for appeals as provided for in Part XIII when the offer reaches the final stage of the award procedure, that is, the opening and the publication of the financial proposals:

Provided that any rights granted to tenderers by virtue of regulation 85(6) shall also apply to appeals decided by the Review Board under this Part:

Provided further that any tenderers whose complaint have been heard in terms of sub- regulation (4) may request a substitute of the members of the Review Board when appealing in terms of sub-regulation (10).

Part XIII – Appeals

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

- 1 Any tenderer or candidate concerned, or any person, having or having had an interest or who has been harmed or risks being harmed by an alleged infringement or by any decision taken including a proposed award in obtaining a contract or a cancellation of a call for tender, may file a notice of objection with the Review Board.

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

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

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

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

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

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

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

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

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

Form 1 – Power of Attorney

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

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

Date:

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 <i>(in the case of a Joint Venture/Consortium with a foreign lead partner)</i>	Address: Telephone: Fax: Email:	
4	Names of Partners	27 28 29 30	
5	Name of Lead Partner	
6	Agreement governing the formation of the Joint Venture/Consortium <i>(Enclose Joint Venture/ Consortium Agreement)</i>		
	Place of Signature:	Date of 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:-

VOLUME 2

VOLUME 2 SECTION 1 – DRAFT CONTRACT FORM

Financed by: Fondazzjoni Ċentru Għall-Kreattività

Project: Purchasing of lifter to be used within St. James Cavalier

Contract Number: **SJC/2015/01**

This contract is concluded between:

Fondazzjoni Ċentru Għall-Kreattività
St James Cavalier
Centre for Creativity
Valletta VLT 1060
Malta

(Hereinafter called “Fondazzjoni”) on behalf on one part, and

[Name of Contractor]
[Address]

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

Whereas the *Fondazzjoni Ċentru Għall-Kreattività* is desirous that certain supplies should be [supplied, manufactured, delivered, installed, commissioned, maintained, etc.] by the Contractor, viz.:

Tender for the Procurement of the replacement Thermal plant for the St. James Cavalier

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

It is hereby agreed as follows:

1. In this contract words and expressions shall have the meanings assigned to them in the contractual conditions set out below.
2. The place of acceptance of the supplies shall be [.....], the time limits for delivery shall be [.....], and the INCOTERM²⁰⁰⁰ applicable shall be delivery duty paid (DDP).
3. The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:
 - (a) this contract,
 - (b) the Special Conditions,
 - (c) the General Conditions,
 - (d) the technical specifications and design documentation,
 - (e) the Contractor’s technical offer (including any clarifications made during adjudication),
 - (f) the financial offer (after arithmetical corrections)/breakdown,
 - (g) the tender form,
 - (h) any other documents forming part of the contract.
4. Addenda shall have the order of precedence of the document they are modifying.
In consideration of the payments to be made by the Contracting Authority to the Contractor as hereinafter mentioned, the Contractor undertakes to deliver all supplies, and remedy defects therein in full compce with the provisions of the contract.
5. The Contracting Authority hereby agrees to pay the Contractor in consideration of the execution and completion of the works and remedying of defects therein the amount of:

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

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

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

Done in English in tow originals: one for the Fondazzjoni Ċentru Għall-Kreattività, and one for the Contractor.

Fondazzjoni Ċentru Għall-Kreattività:

Contractor:

Signed by:

Signed by:

.....

.....

In the capacity of:

In the capacity of:

.....

.....

Being fully authorized by and acting on behalf of

Being fully authorized by and acting on behalf of

.....

.....

Date:

Date:

VOLUME 2 SECTION 2 – GENERAL CONDITIONS

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

www.contracts.gov.mt/conditions

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

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

VOLUME 2 SECTION 3 – SPECIAL CONDITIONS

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

Article 2: Law Applicable

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

Article 4: Communications

Indicate here the addresses of the Parties, their contact details, the contact persons, the documents to provide, as well as the procedure to be used by the Parties to communicate if necessary

Article 7: Supply of Documents

Specify the documents to be provided and the procedure used, if necessary, by the Contracting Authority and the Supervisor to approve drawings and other documents provided by the Contractor

Article 8: Assistance with Local Regulations

Specify the procedures for obtaining permits, visas, authorisation or licences or, at least, specify the relevant reference texts, if necessary

Article 9: The Contractor's Obligations

Sub-Article 9.6 is not applicable for Malta Funds.

State the necessary visibility/publicity requirements vis-à-vis European Union financing/co-financing

Article 10: Origin

Specify any authorized derogation to the rules of origin.

Article 11: Performance Guarantee

The Contractor shall, within 15 days of receipt of the contract for signature, furnish the Central Government Authority with a guarantee for the full and proper performance of the contract. The amount of the guarantee shall be 10% of the amount of the contract price, including any amounts stipulated in addenda to the contract. In the case that the value of the contract does not exceed €10,000, no performance guarantee is required.

The performance guarantee shall be in the format given in Volume 2, Section 4 and shall be provided in the form of a bank guarantee.

Specify any amount to be retained in respect of after sales service.

Article 12: Insurance

Specify any specific insurance requirements

Article 13: Performance Programme (Timetable)

Specify the specific requirements of the performance programme with dates and deadlines.

Article 14: Contractor's Drawings

Specify the drawings required from the Contractor, the procedures for approving them and requirements relating to any manuals

Specify language, form, and number of the manuals and drawings to be supplied before provisional acceptance.

Article 15: Tender Prices

If necessary, specify any additional provisions regarding Article 15 of the General Conditions.

Article 16: Tax and customs arrangements

Specify any derogation.

Article 17: Patents and Licences

Specify any derogation.

Article 18: Commencement Order

Specify the date on which performance of the contract is to commence.

Article 19: Delays in Execution

Specify the execution period(s) according to the date stipulated in the previous Article

Article 22: Variations

Subject to the provisions of Regulation 78 of the Public Procurement Regulations 2010, the Central Government Authority reserves the right to vary the quantities specified for lot(s)/items of lot(s) No(s) [.....]. [IF APPLICABLE: The total value of the supplies may not rise or fall as a result of the variation in the quantities by more than [.....]% of the contract price.] The unit prices used in the tender shall be applicable to the quantities procured under the variation.

Article 24: Quality of Supplies

Indicate here if a preliminary technical acceptance is required or delete altogether

Article 25: Inspection and Testing

Specify the places/goods to be inspected and tested, and the practical arrangements for testing or delete altogether.

Article 26: Methods of Payment

Payments will be made in Euro.

Payments shall be authorized by the Contracting Authority, and paid by the Treasury Department.

State the maximum period (EU funds: 60 days; local funds: 90 or 150 days) in which payments are to be effected, failing which the provisions of the Late Payments Directive will come into effect (30 days as per General Conditions).

(Include payment schedule, if necessary)

(Specify whether the contract includes a price revision clause.)

Where prices may be revised under the contract, such revision shall take into account variations in the prices of significant local or external elements which served as a basis for the calculation of the tender price, such as manpower, services, materials and supplies, as well as charges laid down by law or regulation.

Article 28: Delayed Payments

28.1 [Transition Facility, Structural and Cohesion Funds, Malta Funds

The period quoted in Article 28.1 of the General Conditions may be subject to change according to the particular needs of the Department.]

Once the deadline laid down in Article 28.1 has expired:

the Contractor may, within two months of late payment, claim late-payment interest at the rediscount rate applied by the issuing institution of the country of the Contracting Authority on the first day of the month in which the deadline expired, plus seven percentage points. The late-payment interest shall apply to the time which elapses between the date of the payment 'deadline (exclusive) and the date on which the Contracting Authority's account is debited (inclusive).

(Malta Funds)

A contractor would become entitled to the payment of interest at 2% over the rate of interest established by the Central Bank of Malta for the particular period

OR,

a contractor would become entitled to the payment of interest at 3%>

Article 29: Delivery

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

Specify any specific packaging requirements

The packaging shall become the property of the recipient subject to respect for the environment.

Set out requirements as regards documents to accompany each delivery and markings on the packaging.

Article 31: Provisional Acceptance

Specify any detailed arrangements for provisional acceptance.

Article 32: Warranty

This warranty shall remain valid for [.....] after provisional acceptance.

Specify any additional obligations under the warranty

Article 33: After-Sales Service

The contractor shall provide and secure the provision of reliable and regular after-sales for a period of [.....] years.

Give details of any after-sales service that the Contractor must provide and specify the proportion of the performance guarantee assigned to that activity

Article 35: Breach of Contract

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

Article 41: Dispute Settlement by Litigation

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

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

VOLUME 2 SECTION 4 – SPECIMEN PERFORMANCE GUARANTEE

(LETTERHEAD OF THE REGISTERED FINANCIAL INSTITUTION PROVIDING THE GUARANTEE)

Fondazzjoni Ċentru Għall-Kreattività
St James Cavalier
Centre for Creativity
Valletta VLT 1060
Malta

[Date]

Dear Sir,

Our Guarantee Number **for €**.....

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 11 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 AND SERVICE SPECIFICATIONS

To reflect the requirements listed in Clause 16.1(e) and (d) of the Instructions to Tenderers.

1. General Requirements

The Fondazzjoni Ċentru Għall-Kreattività Tender for the Procurement of the replacement Thermal plant for the St. James Cavalier

Such providers are invited to submit offers subject to the terms and conditions laid out in this document.

Tenderer shall within 7 days in the case of a local contractor, 15 days in the case of an overseas contractor – such period to commence from the date of the letter of acceptance – furnish the bond (bank guarantee) by a local bank referred to in the form of tender amounting to 10% or 15% according to the value of the contract.

2. Duration and Termination of Contract

The supplier will be required to deliver the lifter within an agreed period between both parties.

Any transport necessity to provide the supply and service is the sole responsibility of the tenderer.

Tenderers shall quote a unit rate in Euro currency. Prices shall be inclusive of all charges as may be applicable. Moreover the successful bidder shall be bound to confirm in all respects with VAT legislation and regulations.

3. Knowledge/Skills/Qualifications

- A recognised qualification in servicing such lifters
- Work experience in the related area;

1. SCOPE OF WORKS

The scope of works is to supply, install, connect, test and commission a replacement reverse cycle chiller plant that serves the existing HVAC installation at St. James Cavalier, in Valletta, Malta.

MAIN VENTILATION COOLING AND HEATING PLANT

The works shall include the following requirements:

Dismantling of existing two Antoni chillers and carting away,

Dismantling of existing circulating pumps and carting away,

Supply and install new 150 mm internal diameter PP-R flow and return headers, complete with spare Sconnection for future chiller addition,

Connect the new headers to the existing building chilled water distribution pipework,

Supply, Install, connect, test and commission a new air-cooled reverse cycle chiller complete with duty/standby circulating pumps (rated for approximately 16.24L/s at 3.0 bar External Static Pressure), buffer tank,

ASSIGNMENT OF WARRANTED PROJECT ENGINEERS

Works shall include the provision of contractor's project engineers (mechanical) to ensure and certify that all the plant and equipment selected, installed and commissioned is capable of achieving the de2.0

2. PRELIMINARIES

- 2.1 **Prior to the tendering procedure, the tenderers are to visit the site and agree with the client on the location of the main plant in order to enable them to quantify the length of pipework, cabling, cable baskets, cable trays, cabling etc. required. The tender submittal shall include in the offer a drawing indicating the pre-agreed location of main equipment and routing of pipework, cabling, cable trays and cable baskets.**
- 2.2 Quoted prices are to include for coordination with all other contractors on site.
- 2.3 To include for craneage of all equipment as necessary.
- 2.4 To allow for the presence of a technical quality assurance manager throughout the execution of the project with respect to procurement, installation, commissioning and handing over.
- 2.5 All openings in walls and ceilings shall be marked, opened and made good by the contractor after receipt of a confirmation to proceed by the client or their representative structural engineers.
- 2.6 All electrical works in this tender document shall be carried out by Licence B electricians.

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

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

2.9 Design temperatures

The internal design conditions are indicated in the enclosed VRF schedule. The capacities of all equipment have been calculated around these conditions and tenderers are to ensure that all equipment offered is like wise suitably sized. Peak outdoor air conditions are to be taken as 35°C, 43% r.h.

2.10 Noise levels

All systems shall be selected, designed and installed to produce sound pressure levels within the occupied space that do not exceed the Noise Criteria (NC) or Noise Ratings (NR) listed in the enclosed schedule. Any noise attenuators or acoustic treatment required shall be deemed to have been included as necessary, even if such attenuators are not shown on the drawings.

2.11 Vibration transmission

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

2.12 Compatibility with the marine environment

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

2.13 Neatness of installation

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

2.14 Pipe sizes

Pipe sizes referred to in these documents refer all to the internal clear bore diameter.

2.15 Design and re-design as part of the scope of works.

Part of the scope of this work is to carry out re-designs that may be necessary in order to achieve proper co-ordination with building structure, finishes and other M&E services.

Such designs and re-designs shall be limited in nature to maintaining the overall performance concept of the installation as per the annexed drawings.

It shall include any pipe sizing, duct sizing, indoor unit selection, air terminal selection, re-routing of ductwork, pipework, calculation of head losses from fans and equipment, acoustic calculations and

selection of noise attenuating devices, vibration calculations and selection of vibration attenuating devices, that may arise during the project due to either the need for co-ordination of services or any site instructions that may be issued by the client and / or consulting engineers.

2.16 Electrical equipotential bonding.

All earthing requirements shall comply with the 16th Edition of the I.E.E. regulations, and current Enemalta requirements. All copper earthing material shall be BS approved and intended for use in earthing installations.

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

2.17 Fire stopping

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

2.18 Energy consumption at standardized thermal demand profiles

The tenderers are to fill in the chiller's electrical consumption (compressors + condenser fans only) excluding water circulating pumps as presented in the standardized thermal demand profile schedules presented in conjunction with this document. The electrical consumption shall take into account the following data presented in these schedules:

Thermal demand,

Corresponding outdoor air temperature (i.e. condenser on-coil temperature)

Evaporator leaving water temperature

Evaporator water flow rate.

One of the criteria for evaluation shall be the capital cost plus running cost over a ten year period. The running cost shall be evaluated at the standardized conditions listed in the thermal demand profiles.

TECHNICAL SPECIFICATIONS

1.0 AIR COOLED CHILLERS and heat pumps

All the chillers shall be of the air cooled type for heating and cooling applications utilising screw, scroll or Turbocor compressors operating with currently approved refrigerant gases such as R-134a, R-410a. The chiller shall have duties as in these documents (Drawings, bill of quantities, schedules) and shall be of the silent version type to respect the noise levels required in the noise schedules.

The chiller shall be complete with either two fully modulating compressor or multiple semi-hermetic compressors, two independent refrigerant circuits, evaporator, condensers, refrigerant pressure switches and gauges on each circuit, electronic expansion valves, step controllers, water flow switch, a thermostat, safety state, crankcase heaters, oil pressure switches and gauges on each compressor, compressor sequencing switch, run-hour meters for each compressor and all necessary contactors, relay switches and protection devices for a complete power and control circuit. Chiller shall be complete with a main electrical

isolator and spring anti-vibration mountings proven to achieve a vibration transmission isolation greater than 95%. Suitable support beams shall also be included to suit the building structure. Modulating capacity control is preferable to be inverter driven.

The chillers for this project shall be complete with duty/stand-by circulating pumps, buffer tank, make-up tanks, weatherproof control panel and LON compatible controller.

1.1 Overvoltage trip

A three phase motor protector is to be supplied and installed for each motor. The motor protector is to automatically isolate the power supply to the motor in the event of:

- a. A phase loss
- b. A phase reversal
- c. A 9% voltage difference between phases
- d. The voltage goes below the under voltage setting
- e. The voltage goes above the over voltage setting

The adjustable voltage setting ranges are to be:

Under Voltage:	300 to 500 volts
Over Voltage:	360 to 560 volts

The tripping unit can be reset automatically or manually after a set time delay in the range of 20 to 300 seconds.

1.2 Controls

The compressor shall be provided with a microcomputer control centre which shall be constructed using individually replaceable modular components. All compressor starter and overloads shall be included within this control centre. The control centre shall also include an alpha-numeric display showing all system parameters with numeric data in metric units and shall be mounted in a locked enclosure, factory mounted, wired and tested.

The display screen shall also be used to indicate the system operating information including :-

- chiller run hours
- run hours for each compressor
- entering & leaving chilled water and condenser water temperatures
- oil supply pressure and temperature
- percent motor rated load amps
- error messages
- suction and delivery refrigerant pressures and temperatures
- condenser refrigerant temperature and pressures
- water set point temperature

Error messages which shall cause the chiller to shut down shall include :-

- motor over current
- over/under voltage
- bearing high oil temperature

- low evaporator refrigerant temperature
- high condenser pressure
- high motor temperature
- high compressor discharge temperature
- low oil pressure
- loss of cooler or condenser water flow
- starter fault

The controller shall detect conditions which approach cut out limits and shall take protective action such as reducing the chiller capacity, to try to avoid an alarm occurring.

1.3 Refrigerant flow control

Refrigerant flow to the cooler shall be controlled by a variable orifice. The orifice control shall be automatically adjusted to maintain a proper refrigerant level in the condenser and evaporator under both part and full load conditions. The variable orifice chamber shall have a bolted access cover.

1.4 Heat Exchangers

The cooler and condenser shall be of the shell and tube construction, each in separate shells. Tubes shall be of the high efficiency, externally and internally enhanced type. Each tube shall be roller expanded onto the tube sheets providing a leak-proof seal and be individually replaceable from either side of the shell. Water velocity inside the tubes shall not exceed 3.5m/s. Water boxes shall be removable to enable tube cleaning and replacement with stub out nozzles complete with grooves.

The cooler tubes must be individually replaceable, mechanically expanded into tube sheets and fastened into intermediate tube supports. The tube sheets are to be drilled, reamed and grooved to accommodate the tubes. Two liquid level sight glasses shall be provided on the side of the cooler shell to enable the proper determination of the refrigerant level.

Alternative plate type heat exchangers will be considered positively.

Both the cooler and the condenser shall include a flow switch installed on the discharge pipe.

1.5 Diagnostics and Service

The control system shall perform a series of pre-start checks whenever a start command is received, to determine if pressures, temperatures and timers are within the normal limits. An alarm message will be displayed if any of these is found to be beyond the limits.

A self diagnostic controls test will also be included in the controls system. Initiation of the test shall be on operator demand. On activation of the test all pressure and temperature sensors shall be checked to ensure that they are within the normal operating range.

A thermistor and transducer test shall also be carried out with readings displayed on the LCD display for verification. All sensors shall have quick disconnections to allow replacement of the sensor without replacement of the entire sensor wire.

1.6 Vibration

The entire chiller assembly shall be mounted on a rigid supporting frame with mounting pads and spring anti vibration mountings suitable for installing the chillers and heat-pumps on RSJ's to suit the building structure. The supplier will be asked to provide calculations which take into account the chiller's weight distribution and worst case rotational speeds to prove that the vibration transmission isolation, provided by the "spring in series with rubber" anti-vibration mountings is > 95%

1.7 Acoustic Treatment

Acoustic treatment is to be included with each chiller so as to reduce the sound pressure level as much as possible without affecting the specified cooling capacity.

1.8 Control System

The price of the chillers shall also include a LON compatible BMS gateway to enable full communication between the control system and chillers. The control interface shall enable all control and monitoring functions to be carried out from the centralized MCC mounted controller (provided by others) and additionally from one remote panel that mimicks the main MCC's (to be provided as part of the scope of these works in the cost of the chillers and heat pumps). From the central control or remote panel it shall also be possible to reset the chilled water temperature set point either manually or based on feed back from other sensors such as remote outdoor air temperature sensor or depending on the temperature rise across the evaporator.

1.9 Commissioning

A commissioning engineer, who shall be a factory-trained employee of the manufacturer, shall be provided to carry out all start up and commissioning procedures of the chillers.

2.0 CHILLED WATER PIPEWORK SYSTEMS

2.1 Pipework

This shall be provided in PP-R pipework suitable for both chilled water and Low temperature Heating Water applications. Pressure rating for this project shall be at least PN16. The pipework shall be insulated via 25 mm thick closed cell insulation, and equipped with aluminium cladding for additional mechanical protection.

Manufacturer: Aquatherm or equal and approved.

Materials

Chilled water pipework shall be installed in PP-R pipework and fittings originating from the same manufacturer.

All installation shall be certified by the pipe manufacturer to be guaranteed for a period of 20 years.

External applications (including in culverts and shafts shall include a factory made UV-protective film.

Pipework and valve setups of externally located AHU's shall have aluminium cladding.

All valves and fittings are to be provided from a reputable manufacturer.

Provide a list of all proposed chilled water accessories with the tender package.

2.2 Workmanship for Installation, Testing and Commissioning

Workmanship is to be carried out in accordance to the following guidelines:

- 4 Guide TR20 "Installation and Testing of Pipework Systems" by HVCA
- 5 Guide TR11 "Guide to the Use of Plastic pipework" by HVCA
- 6 Guide TR6 "Guide to Good Practice - Site Pressure Testing of Pipework" by HVCA
- 7 Guide TR20/6 "Installation and Testing of Pipework Systems Part 6: Chilled water" by HVCA

A copy of the above guidelines is to be made available on-site for quick reference by the foreman and warranted mechanical engineer in charge

2.2.1 Testing and commissioning (additional requirements)

Pressure testing

Pressure test all piped systems before any permanent covering or insulation is applied to the pipe. Provide sufficient blanked connections during installation for the purpose of pressure testing. Keep adequate records of all tests, which shall include the date the test was carried out, section of pipe tested on drawings, test pressure, duration and result of test, provide test records with O&M Manuals

Water circulating systems shall be pressure tested for one hour at 1½ times the maximum pressure of the pump operating at zero flow and furthermore to the pressure test required by the pipe and valve manufacturer and HVCA guide TR6.

Underground pipework shall be tested to a gauge pressure not less than twice the operating pressure for 1 hour and furthermore to the pressure test required by the pipe and valve manufacturer and HVCA guide TR6.

Pipe cleaning

All water installations shall be flushed out with fresh clean water after pressure testing. Isolate all filters, pumps, meters and any other item that can be damaged by the cleaning operation, provide connecting tees to allow connecting up with a suitably sized flushing pump, capable of achieving the pipe velocities required in the BSRIA guidelines.

St James Cavalier Thermal plant serving Main Ventilation system

Noise Schedules

Noise schedules

Area	Noise Rating ¹ (NR)
External Areas (tested diurnally on a weekday, Saturday and Sunday)	< 3db $L_{Aeq,T}$ over background noise level
External Areas (tested nocturnally on a weekday, Saturday and Sunday)	< 3db $L_{Aeq,T}$ over background noise level

Notes

1. The NR levels indicated in this schedule are the maximum permissible noise level generated from M&E equipment. Should any areas not be listed in the above schedules, reference should be made to CIBSE guide A.
2. The contractor is expected to carry out all necessary acoustic calculations based on construction and the equipment offered by himself and include in the tendered prices all the necessary acoustic damping measures in order to achieve a lower noise level than that specified in this schedule. Such measures may be included in the relevant section of the Bill of Quantities

BILL OF QUANTITIES

Item	Description	Unit	Qty.	Rate	Total/Eur
1.00	PRELIMINARIES				
1.01	Visit site, co-ordinate with existing services, building structure and equipment, liaise with electrical contractor re: optimum location and size of isolators etc., liaise with project manager on optimum base for outdoor units.	LS	1		
1.02	Co-ordinate all services building structure and re-design routing, and fine tune sizing as necessary and produce construction drawings.	LS	1		
1.03	Provide construction drawings for client's approval inclusive of roof layouts, plinth and waterproofing requirements for chillers, pipework and cable trays	LS	1		
1.04	Allow for the provision of a warranted mechanical engineer and a warranted electrical engineer to ensure and certify that the system is capable of achieving it's intents. The engineers must be involved in the selection of all plant and equipment (including controllers, sensors, cabling etc), the installation phase, the connecting up phase, and the commissioning phase.	LS	1		
TOTAL FOR PRELIMINARIES					

Item	Description	Unit	Qty.	Rate	Total/Eur
2.00	<u>MAIN CHILLED AND HEATING EQUIPMENT</u>				
	Chiller CH01 and associated items				
2.01	Air cooled air-to-water chiller reference CH-01 (reverse cycle type) capable of providing the performance as per schedules: Unit shall be equipped with: - at least two independent refrigeration circuits, - duty/standby - circulating pumps (1.0 bar ESP), - suction and discharge butterfly isolating valves on each pump, - discharge non-return valves on each pump - butterfly valves on evaporators, - buffer tank, - spring anti-vibration mountings, - supporting structure with galvanised steel frame and large rubberised footings - anti-corrosion treatment on condenser coils, - power cabling in XLPE/SWA/PVC/CU from isolator provided by electrical contractor to local control panel - local control panel, - parts and labour warranty for 3 years, - spare parts availability guarantee for 15 years	No	1		
2.02	Supply and install Flow and Return pipework in PP-R pipework 100mm internal diameter with 25mm thick closed cell insulation from chiller to Flow and return headers.	LS	1		
2.03	Supply and install Water Headers Flow and Return in PP-R pipework 150mm internal diameter with 25mm thick closed cell insulation	LS	1		
	Supply and install the following				
2.04	In line strainer with preformed insulation 100 mm internal diameter	No	1		
2.05	Butterfly isolating valves with preformed insulation 100mm internal diameter	No	10		
2.06	Coalescing type de-aerator and dirt separator with removable basket				
	16.24 L/s design flow rate	No	1		
PAGE TOTAL					

Item	Description	Unit	Qty.	Rate	Total/Eur
				B/F	
2.07	100mm diameter by-pass between Flow and Return header complete with globe Valve regulator as described on the drawing.	No	2		
2.08	By-pass on de-aerator to facilitate removal or cleaning including flanges	LS	1		
2.09	Glycerin filled pressure gauges	No	2		
2.10	Dial type thermometers	No	2		
2.11	Spare P/T plug to facilitate insertion of pressure / temperature probes	No	2		
2.12	Drain cock complete with hose connector 20mm diameter	No	2		
2.13	Automatic airvents c/w upstream isolator.	No	4		
2.14	Water treatment dosing points	No	2		
2.15	Connect pipework from Flow and Return headers to existing pipework to / from the existing building chilled water distribution pipework.	LS	1		
2.16	Water treatment inclusive of corrosion inhibitors as per chiller manufacturer applied for	Yrs	1		
2.17	Supply and install remote Control Panel complete with control cables as required.	LS	1		
2.18	Dismantling of existing equipment and cart away. Refer to scope of works in Specs.	LS	1		
2.19	Deliver to site new equipment including hauling of equipment to roof.	LS	1		
PAGE TOTAL					

Item	Description	Unit	Qty.	Rate	Total/Eur
2.20	Provide a three (3)year maintenance contract on the supplied sytem on a 24hour - 7 days a week emergency call out service. <u>Optional items 2.21 and 2.22</u>	LS	1	B/F	
2.21	Provide a three (3)year maintenance contract on the remaining existing HVAC system inside the building.	LS	1		Rate only
2.22	Additional cost for upgrading the chiller to a high energy efficiency version such as one with inverter driven compressors and condenser fans (part load data at different outdoor temperatures to be provided for consideration.	LS	1		Rate only
TOTAL FOR MAIN CHILLED/HEATING					

Item	Description	Unit	Qty.	Rate	Total/Eur
3.00	<u>TESTING, BALANCING, & COMMISSIONING</u>				
3.01	Pre-commissioning cleaning of pipework as per BSRIA guidelines and regulations	LS	1		
3.02	Test all control points (sensors and actuators), verifying their reading at the controller's end against that of a calibrated instrument located instead of the sensors	LS	1		
3.03	Test and commission in accordance to all relevant CIBSE and BSRIA guidelines	LS	1		
3.04	Test and certify the external noise level caused by the plant as follows:	LS	1		
3.05	That the noise levels near the plant are as per noise schedules	LS	1		
3.06	Test, commission and certify all installation as per manufacturer's recommendations, specific regulations etc. Provide all certification.	LS	1		
3.07	Provided as-fitted drawings, O&M manuals, sensor calibration certificates, commissioning documentation in hard-copy format.	Sets	3		
3.08	Provided as-fitted drawings, O&M manuals, sensor calibration certificates, commissioning documentation in electronic format.	Sets	2		
TOTAL FOR TESTING, BALANCING & COMMISSIONING					

SUMMARY OF TOTALS

TOTAL FOR PRELIMINARIES

TOTAL FOR MAIN CHILLED/HEATING EQUIPMENT

TOTAL FOR BALANCING, TESTING & HANDING OVER

TOTAL EXCLUDING VAT

VAT @ 18%

TOTAL INCLUDING VAT

Standardised Thermal demand profiles

Chiller Bank Peak requirements

Cooling Capacity	340 kW
Outside air temp	35 °C
Water flow rate	16.24 L/s
Leaving Water temp	7 °C
Entering water temp	12 °C
Power supply:	400 V / 3ph / 50 Hz

DESIGN MONTH: MAY

Hour	Outside Air Temp (°C)	Chiller Bank Load (kW)	Chiller Bank Data		Elec. Input Power	
			Water side L.W.T. (°C)	E.W.T. (°C)	(kW)	(kVA)
1300	24.2	340	7			
1400	24.6	170	7			
1500	24.4	170	7			
1600	24.2	170	7			
1700	24	170	7			
1800	23	170	7			
1900	21.9	170	7			
2000	20.9	170	7			
2100	20.1	170	7			
2200	19.4	170	7			
Typical day total					0.00 kWh	0.00 kVAh

DESIGN MONTH: JUNE

Hour	Outside Air Temp (°C)	Chiller Bank Load (kW)	Chiller Bank Data		Elec. Input Power	
			Water side L.W.T. (°C)	E.W.T. (°C)	(kW)	(kVA)
1300	28	340	7			
1400	28.4	255	7			
1500	28.2	255	7			
1600	27.9	255	7			
1700	27.7	255	7			
1800	26.7	255	7			
1900	25.7	255	7			
2000	24.6	255	7			
2100	23.8	255	7			
2200	23.1	255	7			
Typical day total					0.00 kWh	0.00 kVAh

DESIGN MONTH: JULY

Hour	Outside Air Temp (°C)	Chiller Bank Load (kW)	Chiller Bank Data		Elec. Input Power	
			Water side L.W.T. (°C)	E.W.T. (°C)	(kW)	(kVA)
1300	30.1	340	7			
1400	30.6	340	7			
1500	30.3	340	7			
1600	30	340	7			
1700	29.8	340	7			
1800	28.7	340	7			
1900	27.6	340	7			
2000	26.6	340	7			
2100	25.7	340	7			
2200	24.9	340	7			
Typical day total					0.00 kWh	0.00 kVAh

DESIGN MONTH: AUGUST

Hour	Outside Air Temp (°C)	Chiller Bank Load (kW)	Chiller Bank Data		Elec. Input Power	
			Water side L.W.T. (°C)	E.W.T. (°C)	(kW)	(kVA)
1300	32.2	340	7			
1400	32.6	340	7			
1500	32.5	340	7			
1600	32.3	340	7			
1700	32.1	340	7			
1800	30.9	340	7			
1900	29.7	340	7			
2000	28.5	340	7			
2100	27.7	340	7			
2200	26.9	340	7			
Typical day total					0.00 kWh	0.00 kVAh

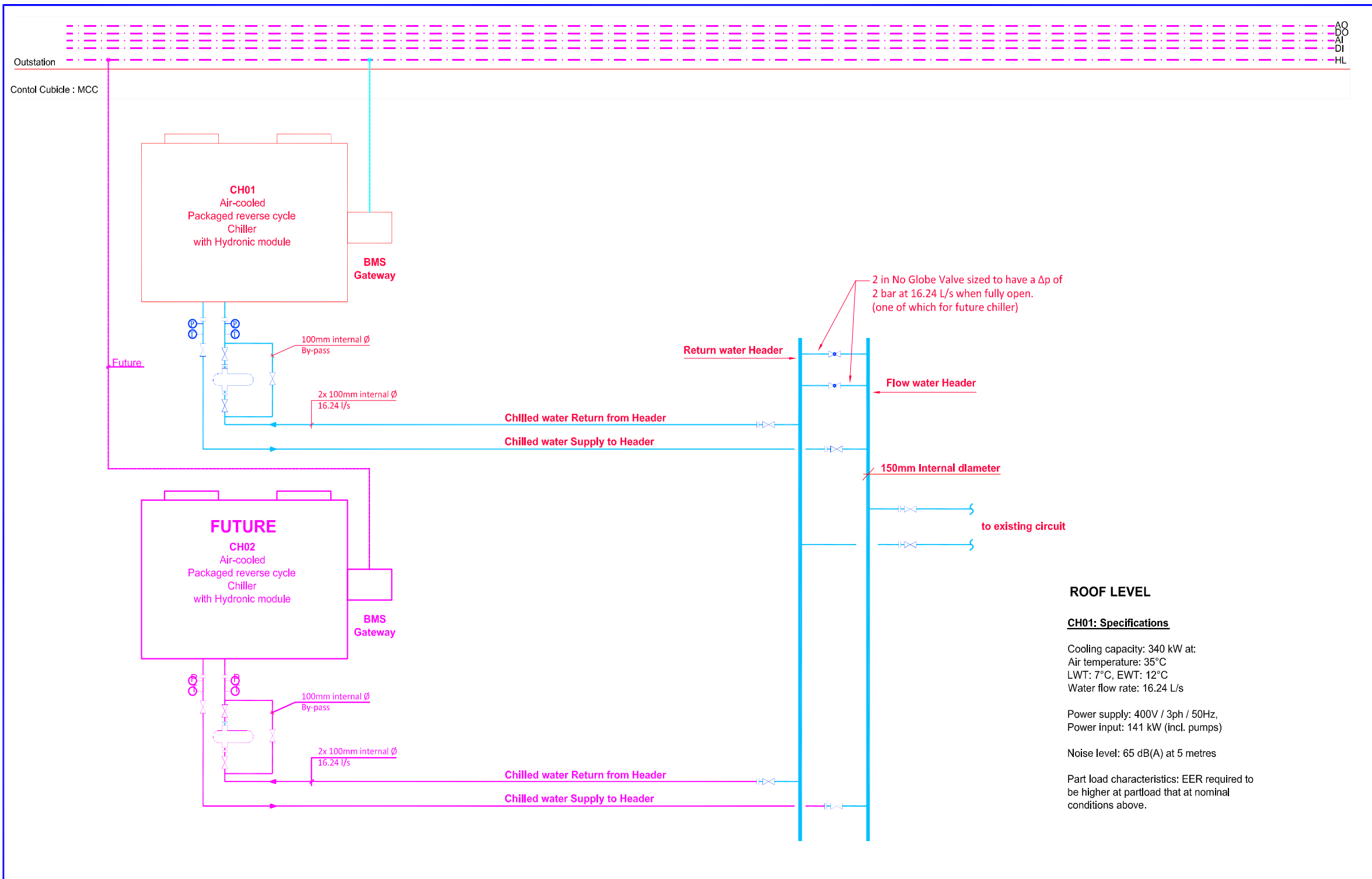
DESIGN MONTH: NOVEMBER

Hour	Outside Air Temp (°C)	Chiller Bank Load (kW)	Chiller Bank Data		Elec. Input Power	
			Water side L.W.T. (°C)	E.W.T. (°C)	(kW)	(kVA)
1300	20.7	340	7			
1400	20.4	170	7			
1500	20	85	7			
1600	19.7	85	7			
1700	19	85	7			
1800	18.4	170	7			
1900	17.7	170	7			
2000	17.5	170	7			
2100	17.2	170	7			
2200	17	170	7			

Typical day total 0.00 kWh 0.00 kVAh

SUMMARY	Typical daily		Typical monthly	Electricity rate	Typical monthly
Month	demand (kWh elec)	Days/mnth	demand (kWh elec)	(€ / kWh)	cost (€)
May	0.00 kWh	20	0	0.18	0.00
Jun	0.00 kWh	25	0	0.18	0.00
Jul	0.00 kWh	25	0	0.18	0.00
Aug	0.00 kWh	25	0	0.18	0.00
Sep	0.00 kWh	25	0	0.18	0.00
Oct	0.00 kWh	20	0	0.18	0.00
Nov	0.00 kWh	20	0	0.18	0.00
Seasonal cost					0.00

Site visits will be on the 21st April 2015 between 10.00 am and 12.00 pm. For further information please send an email on technical@sjcav.org. Our engineer will be present on site.



ROOF LEVEL

CH01: Specifications

Cooling capacity: 340 kW at:
 Air temperature: 35°C
 LWT: 7°C, EWT: 12°C
 Water flow rate: 16.24 L/s

Power supply: 400V / 3ph / 50Hz,
 Power input: 141 kW (incl. pumps)

Noise level: 65 dB(A) at 5 metres

Part load characteristics: EER required to be higher at partload than at nominal conditions above.

Sammut & Associates Co. Ltd.

Engineering Consultants, Environmental Consultants,
 Engineering, Acoustic Consultancy

Manzar, Triq Jean de la Valette
 San Pawl tat-Targa, Naxxar NXR 1205, Malta
 Mob:(+356)99468228 e-mail:info@sammutandassociates.com

St. James Cavalier

Replacement of part of cooling plant.

DRAWING No. 1430-HVACS-001	SCALE NTS	DATE Oct '14
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DESCRIPTION
 Chilled Water Schematic

Fondazzjoni Centru Ghall-Kreattivitàa

SCHEDULE OF PRICES

Tender for the Procurement of the replacement Thermal plant for the St. James Cavalier

Item No	Description (Model)	Qty	Unit Rate (€) including VAT, ECO Contribution (if any) and all other charges as may be applicable	Unit Rate (€) including VAT, ECO Contribution (if any) and all other charges as may be applicable
1				
2				
3				
4				
5				

- **Inclusive of all charges and taxes.**

Full Name of Tenderer: _____

Address: _____

Tel/Mobile No: _____ **F ax No:** _____

VAT Registration No: _____

Police/Trading Licence No: _____ **Valid up to:** _____

I/We declare that the above information is correct.

Signature: **Name:**

I.D. No: **Date:**

VOLUME 4 - FINANCIAL BID

Breakdown of Costs

Tender Title: Procurement of the replacement Thermal plant for the St. James Cavalier

Advert Number: SJC/2015/01

Item No.	Description	Unit Cost including VAT, Duties & Other Taxes/Charges (Delivered Duty Paid-DDP) €	Total including VAT, Duties & Other Taxes/Charges (Delivered Duty Paid-DDP) €
1.	TOTAL FOR PRELIMINARIES		
2.	TOTAL FOR MAIN CHILLED/HEATING EQUIPMENT		
3.	TOTAL FOR BALANCING, TESTING & HANDING OVER		
TOTAL EXCLUDING VAT			
VAT @ 18%			
TOTAL INCLUDING VAT			
GRAND TOTAL INCLUDING VAT, DUTIES & OTHER TAXES/CHARGES (DELIVERED DUTY PAID-DDP)			

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

Date: