



Malta Industrial Parks Ltd

GMangia Hill, Pieta' MEC 0001, Malta

Telephone: (356) 25420000

Co. Reg. No.: C28965

VAT Reg. No.: 1691-0734

Tender Ref: MIP/TQF/KKW/D25/12

DEPARTMENTAL TENDER
Provision, Installation and Commissioning of
Fire Fighting Pumps and Ancillary Equipment at
Kordin Industrial Estate.
Participation Fee: Free of Charge

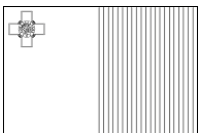
Date Published:

Closing Date:

at 10:00am CET

IMPORTANT:

- No Bid Bond is requested for this tender
- Clarifications will be available to view / download from the News section of the Malta Enterprise website: www.maltaenterprise.com. Tenderers are to send an email on tenders@maltaenterprise.com for any queries.



Operational Programme I – Cohesion Policy 2007-2013
Investing in Competitiveness for a Better Quality of Life
Tender part-financed by the European Union
European Regional Development Fund (ERDF)
Co-financing rate: 85% EU funds; 15% National Funds



Investing in your future

WORKS TENDER TEMPLATE

Table of Contents

Table of Contents	2
Checklist Form	5
Notes to Tenderers	6
VOLUME 1 SECTION 1 – INSTRUCTIONS TO TENDERERS	7
A. GENERAL PART	7
1. General Instructions	7
2. Timetable	7
3. Lots	8
4. Financing	8
5. Eligibility	8
6. Selection Criteria	8
7. Multiple Tenders	9
8. Tender Expenses	9
9. Site Inspection	9
B. TENDER DOCUMENTS	10
10. Content of Tender Document	10
11. Explanations/Clarification Notes Concerning Tender Documents	10
12. Labour Law	10
13. Law	10
C. TENDER PREPARATION	11
14. Language of Tenders	11
15. Presentation of Tenders	11
16. Content of Tender (Single-Envelope System)	11
17. Tender Prices	12
18. Currencies of Tender and Payments	12
19. Period of Validity of Tenders	13
20. Tender Guarantee (Bid Bond)	13
21. Variant Solutions	13
22. Preparation and Signing of Tenders	13
D. SUBMISSION OF TENDERS	14
23. Sealing and Marking of Tenders	14
24. Extension of Deadline for Submission of Tenders	14
25. Late Tenders	14
26. Alterations and Withdrawal of Tenders	14
E. OPENING AND EVALUATION OF OFFERS	14
27. Opening of Tenders	14
28. Secrecy of the Procedure	15
29. Clarification of Tenders	15
30. Tender Evaluation Process	15
31. Correction of Arithmetical Errors	16
F. CONTRACT AWARD	16
32. Criteria for Award	16
33. Right of Malta Industrial Parks Limited to Accept Or Reject Any Tender	16
34. Notification of Award, Contract Clarifications	17
35. Contract Signing and Performance Guarantee	17
36. Commencement of Works (Order to Start Works)	18
G. MISCELLANEOUS	18

37. Ethics Clauses	18
38. Data Protection and Freedom of Information	19
39. Gender Equality	19
VOLUME 1 SECTION 2 – TENDER FORM	20
VOLUME 1 SECTION 4 - TENDERER'S STATEMENTS	23
Form 1. Statement on Conditions of Employment.....	23
Form 2. Experience as Contractor	24
Form 3. Literature & Samples.....	25
Form 4. General Information about the Tenderer	26
Form 5. General Arrangements for Health & Safety.....	27
Form 6. Contractor's Statements	29
VOLUME 1 SECTION 5 – GLOSSARY	30
VOLUME 1 SECTION 6 – APPEALS PROCEDURE.....	32
VOLUME 2 SECTION 1 – DRAFT CONTRACT FORM.....	33
VOLUME 2 SECTION 2 – GENERAL CONDITIONS	35
VOLUME 2 SECTION 3 – SPECIAL CONDITIONS.....	36
Article 2: Law and language of the contract	36
Article 3: Order of precedence of contract documents	36
Article 4: Communications	36
Article 5: Supervisor and Supervisor's representative	36
Article 8: Supply of Documents	37
Article 10: Assistance with Local Regulations	37
Article 11: The Contractor's Obligations.....	37
Article 13: Performance Guarantee	38
Article 14: Insurance	38
Article 15: Performance Programme (Timetable).....	39
Article 17: Contractor's Drawings	40
Article 18: Tender Prices	40
Article 22: Interference with Traffic.....	41
Article 25: Demolished Materials.....	42
Article 26: Discoveries	42
Article 31: Commencement Date	42
Article 32: Period of Performance.....	42
Article 34: Delays in Execution.....	42
Article 35: Variations and Modifications	42
Article 37: Work Register	42
Article 39: Quality of Works and Materials	43
Article 40: Inspection and Testing	44
Article 42: Ownership of Plants and Materials.....	44
Article 43: Payments: General Principles	44
Article 45: Retention Monies	45
Article 47: Measurement	45
Article 50: Delayed Payments	45
Article 53: End Date	45
Article 56: Partial Acceptance	45
Article 57: Provisional Acceptance	45
Article 58: Maintenance Obligations	45
Article 66: Dispute Settlement by Litigation	46
Article 71: Further Additional Clauses.....	46
VOLUME 2 SECTION 4 – SPECIMEN PERFORMANCE GUARANTEE	48
VOLUME 2 SECTION 6 – SPECIMEN RETENTION GUARANTEE	49
VOLUME 3 - TECHNICAL SPECIFICATIONS	50
Part 2. Technical Requirements.....	50
FIRE HYDRANT SYSTEM	51
1.0 General Description	51
2.0 Scope of works.....	51

3.0	Fire Fighting Pumps.....	52
3.1	Particular pump set details.....	52
4.0	VALVES INSIDE PUMPROOM	54
5.0	DRAIN LIFT PUMP	54
6.0	IDENTIFICATION LABELS AND MARKINGS.....	54
7.0	INTERFACE TO GSM AUTODIALLER.....	55
8.0	Additional Notes	55
9.0	testing and commissioning	55
VOLUME 4 - FINANCIAL BID		56
VOLUME 5 - DRAWINGS		57

Checklist Form	
<i>We, the undersigned, hereby confirm that:</i>	<i>Tick</i>
<i>We have examined carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender document, including but not limited to what is outlined below:</i>	
<i>We have submitted a duly filled in/signed Tender Form (Volume 1 Section 2)</i>	
<i>We have signed the Statement on Conditions of Employment (Volume 1 Section 4)</i>	
<i>We have submitted Experience relevant to this Project (Volume 1 Section 4), as required by Clause 6.1.2</i>	
<i>We have submitted data concerning sub-contractors in the Tender Form (Volume 1 Section 2) as indicated in Clause 6.1.2</i>	
<i>We have submitted the requested Samples (Volume 1 Section 4)</i>	
<i>We have duly filled in the General Information Form (Volume 1 Section 4)</i>	
<i>We have duly filled in the General Arrangements about Health & Safety Form (Volume 1 Section 4)</i>	
<i>We have duly confirmed and signed the Contractor's Statements Form (Volume 1 Section 4)</i>	
<i>We have submitted a total price as per Bill of Quantities (Volume 4)</i>	
<i>We have included the Total Price as per Bill of Quantities (Volume 4 Financial Bid) in the Tender Form (Volume 1, Section 2)</i>	

Notes to Tenderers

1. All questions contained in the forms must be answered by the tenderer.
2. Any additional sheets required when compiling the submission must be numbered consecutively.
3. If a question does not apply to the tenderer, the words "**not applicable**" should be entered alongside with a brief explanation why it is not applicable.
4. Financial data and declarations presented by the tenderer must be given in Euro.
5. Attached documentation/certificates must always be accompanied by a relevant translation in English.
6. The person signing the tender document guarantees the truthfulness and accuracy of all the statements made.
7. The accuracy of the answers to the forms, their completeness and the attached documentation will be taken into account in the tender evaluation. Please refer to Clause 1.1 of the Instructions to Tenderers.
8. The tenderer must fill in, sign and submit **each form**. In cases where a form is deemed to be not applicable, the tenderer must cross out the form or write "not applicable" and sign it, providing a brief explanation why. If a particular field within forms is left blank, or not correctly entered, the tender may be deemed **to be not compliant**.
9. **No corrections** shall be made by using correction fluid or a similar product. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by a full signature at each and every alteration. The Contracting Authority/Departmental Contracts Committee reserves the right to reject the bid if corrections are not made in accordance with the above.

VOLUME 1 SECTION 1 – INSTRUCTIONS TO TENDERERS

A. GENERAL PART

1. General Instructions

- 1.1 In submitting a tender, the tenderer accepts in full and in its entirety, the content of this tender document, including subsequent Clarifications issued by Malta Industrial Parks Limited (MIP), whatever his own corresponding conditions may be, which he hereby waives. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender document.

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

The Evaluation Committee shall, after having obtained approval from the Departmental Contracts Committee, request rectifications in respect of incomplete/non-submitted information pertinent to the documentation as outlined in sub-Clause 16.1(a), 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), 16.1(e) and 16.1(f) of these Instructions to Tenderers. Only clarifications on the submitted information in respect of the latter may be eventually requested.

- 1.2 This is a call for tenders for the **Provision, Installation and Commissioning of Fire Fighting pumps and ancillary equipment at Kordin Industrial Estate**. This tender also covers provision of annual maintenance.

- 1.3 This is a Unit-Price (Bill of Quantities) contract.

- 1.4 The tenderer will bear all costs associated with the preparation and submission of the tender. Malta Industrial Parks Limited will in no case be responsible or liable for such costs, whatever the conduct or outcome of the procedure.

- 1.5 Malta Industrial Parks Limited 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*
Site Visit	[Refer to Clause 9.2]	
Clarification Meeting (MIP Office)	23 August 2012	09.00am
Deadline for request for any additional information from Malta Industrial Parks Limited.	24 August 2012	10.00am
Last date on which additional information is issued by Malta Industrial Parks Limited.	29 August 2012	
Deadline for submission of tenders / Tender Opening Session (unless otherwise modified in terms of Clause 11.3)	Tuesday 4 th September 2012	10:00am

* All times Central European Time (CET)

3. Lots

- 3.1 This tender is not divided into lots, and tenders must be for the whole of quantities indicated. Tenders will not be accepted for incomplete quantities.

4. Financing

- 4.1 The project is *co-financed* by the European Union/Government of Malta, in accordance with the rules of ERDF programme
- 4.2 The beneficiary of the financing is Malta Industrial Parks Limited.

5. Eligibility

- 5.1 Participation in tendering is open on equal terms to all natural and legal persons of the Member States of the European Union, any other country in accordance with Regulation 64 of the Public Procurement Regulations 2010.
- 5.2 Natural persons, companies or undertakings who fall under any of the conditions set out in Regulation 50 of the Public Procurement Regulations, 2010 (Legal Notice 296 of 2010) may be excluded from participation in and the award of contracts. Tenderers or candidates who have been guilty of making false declarations will also incur financial penalties representing 10% of the total value of the contract being awarded.
- 5.3 Intentionally left blank
- 5.4 All materials, equipment and services to be supplied under the contract must originate in an eligible country. For these purposes, "origin" means the place where the materials and/or equipment are mined, grown, produced or manufactured and/or from which services are provided.

6. Selection Criteria

- 6.1 In order to be considered eligible for the award of the contract, tenderers must provide evidence that they meet or exceed certain minimum qualification criteria described hereunder.
- 6.1.1 No evidence of economic and financial standing is required.
- 6.1.2 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 Malta Industrial Parks Limited 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)

This information must follow the relevant forms (Volume 1 Section 4) of the tender documents and include:

1. Evidence of the company's relevant documented **experience** over the past 5 years (2007, 2008, 2009, 2010 and 2011) in **the provision and installation of Fire Fighting pumps and ancillary equipment** evidence by a list of contracts/works undertaken (to be presented in Form 2). In citing its company's experience, the tenderer must include:
 - a. The nature and annual value of past and current contracts, including the client portfolio;
 - b. For past contracts, experience shall be understood as certified by past clients by means of final acceptance certificates, letters of reference or equivalent documentation. The Evaluation Committee reserves the right to request past final acceptance certificates to validate the company's experience;
2. Data concerning **sub-contractors** and the percentage of works to be sub-contracted (to be presented in the Tender Form). The maximum amount of sub-contracting must not exceed 20% of the total contract value. The main contractor must have the ability to carry out at least 80% of the contract works by his own means.
3. Tenderer must confirm that he abides by the **statements** as indicated in Form 6 (Volume 1 Section 4)

Tenderers are required to include additional sheets/attach documents, where necessary, for all the required information to complete the information submitted in the form, as well as for any additional/supply information.

7. Multiple Tenders

- 7.1 A tenderer may submit multiple tender offers.
- 7.2 A company may not tender for a given contract and at the same time be nominated as a sub-contractor by any other tenderer.
- 7.3 A company may act as a subcontractor for any number of tenderers, provided that it does not participate individually, and that the nominations do not lead to a conflict of interest, collusion, or improper practice.

8. Tender Expenses

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

9. Site Inspection

- 9.1 A tenderer may visit the site of the works and its surroundings for the purpose of assessing, at his own responsibility, expense and risk, factors necessary for the preparation of his tender and the signing of the contract for the works.
- 9.2 A briefing session will be held at Malta Industrial Parks Ltd, Gwardamangia Hill, Pieta' MEC 0001 as per timetable article 2. **Contractors interested in attending a site visit are to forward their request to [\[tenders@maltaenterprise.com\]](mailto:tenders@maltaenterprise.com) by not later than 20th August 2012 at 10.00am [CET], indicating their interest to attend.**

B. TENDER DOCUMENTS

10. Content of Tender Document

- 10.1 The set of tender documents comprises the following documents and should be read in conjunction with any clarification notes issued in accordance with Clause 24:
- | | |
|----------|---|
| Volume 1 | Instructions to Tenderers |
| Volume 2 | <ul style="list-style-type: none">• Draft Contract• General Conditions (available online from www.contracts.gov.mt/conditions)• Special Conditions |
| Volume 3 | Technical Specifications |
| Volume 4 | Bill of Quantities |
| Volume 5 | Drawings, photographs and siteplan |
- 10.2 Tenderers bear sole liability for examining with appropriate care the tender documents, including those design documents available for inspection, and any clarification notes to the tender documents issued during the tendering period, and for obtaining reliable information with respect to conditions and obligations that may in any way affect the amount or nature of the tender or the execution of the works. In the event that the tenderer is successful, no claim for alteration of the tender amount will be entertained on the grounds of errors or omissions in the obligations of the tenderer described above.
- 10.3 The tenderer must provide all documents required by the provisions of the tender document. All such documents, without exception, must comply strictly with these conditions and provisions and contain no alterations made by the tenderer.

11. Explanations/Clarification Notes Concerning Tender Documents

- 11.1 Any questions are to be submitted in writing to Malta Industrial Parks Limited through sending an email to tenders@maltaenterprise.com up to the date indicated in Clause 2. Malta Industrial Parks Limited shall reply to all tenderers' questions, and amend the tender documents by publishing clarification notes, by the date indicated in Clause 2.
- 11.2 Questions and answers, and alterations to the tender document will be published as a clarification note under the Tenders Section of the Malta Enterprise website (<http://www.maltaenterprise.com/en/tenders>) within the respective tender's page. Clarification notes will constitute an integral part of the tender documentation, and it is the responsibility of tenderers to visit this website and be aware of the latest information published online prior to submitting their Tender.
- 11.3 The Malta Industrial Parks Ltd may, at its own discretion, as necessary and in accordance with Clause 24, extend the deadline for submission of tenders to give tenderers sufficient time to take clarification notes into account when preparing their tenders.

12. Labour Law

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

13. Law

- 13.1 By submitting their tenders, tenderers are accepting that this procedure is regulated by Maltese Law, and are deemed to know all relevant laws, acts and regulations of Malta that may in any way affect or govern the operations and activities covered by the tender and the resulting contract.
- 13.2 Tenderers shall, in particular, comply with the Health and Safety Act.

C. TENDER PREPARATION

14. *Language of Tenders*

- 14.1 The tender and all correspondence and documents related to the tender exchanged by the tenderer and Malta Industrial Parks Limited must be written in English.
- 14.2 Supporting documents and printed literature furnished by the tenderer may be in another language, provided they are accompanied by an accurate translation into English. For the purposes of interpretation of the tender, the English language will prevail.

15. *Presentation of Tenders*

- 15.1 Tenders must satisfy the following conditions:
- (a) **All tenders must be submitted in one original, clearly marked “original”, and one identical copy (including all documentation as in the original) signed in the same way as the original and clearly marked “copy”.**
 - (b) Both the “original” and the “copy” are to be separately sealed and placed in another sealed envelope/package so that the bid can be identified as one tender submission. Following the tender opening session, the copy shall be kept, unopened, at Malta Industrial Parks Limited, for verification purposes only should the need arise.
 - (c) All tenders must be hand delivered by date and time as advertised in the Government Gazette and as indicated in the timetable at Clause 2 and deposited in the tender box at the main lobby of Malta Industrial Parks Ltd, GMangia Hill, Pieta' MEC 0001, Malta.
 - (d) The sealed envelope/package, as per (b) above, must bear only:
 - (i) the above address;
 - (ii) the reference of the invitation to tender concerned (MIP/TQF/KKW/D25/12);
 - (iii) the name of the tenderer.

16. *Content of Tender (Single-Envelope System)*

- 16.1 The tender must comprise the following duly completed documents, inserted in a single, sealed envelope (unless their volume requires a separate submission):

- (a) Not applicable ^(Note 1)
- (b) *General/Administrative Information* ^(Note 2)
 - (i) Statement on Conditions of Employment (Volume 1 Section 4)
 - (ii) General Information about the Tenderer (Volume 1 Section 4)
 - (iii) General Arrangements about Health & Safety (Volume 1 Section 4)

Selection Criteria

- (c) *Financial and Economic Standing* ^(Note 2)
 - (i) (No Evidence of economic and financial standing is required)
- (d) *Technical Capacity* ^(Note 3)
 - (i) Experience as Contractor (Volume 1 Section 4)

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

- (i) Tenderer's Technical Offer in response to specifications (Volume 3), and Siteplan (Volume 5)
- (ii) Literature & Samples (Volume 1 Section 4)
- (iii) Contractor's Statements (Volume 1 Section 4)

(f) *Bill of Quantities*^(Note 3)

- (i) The Tender Form in accordance with the form provided in Volume 1, Section 2;
- (ii) Breakdown of the overall price, in the form provided in Volume 4 (Bill of Quantities);

Notes to Clause 16.1:

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

Tenderers must indicate where the above documentation is to be found in their offer by using an index. All documentation is to be securely bound/filed.

Tenderers are NOT required NOR expected to submit, with their offer, any components of the tender document except those specifically mentioned in Clause 16.

17. Tender Prices

- 17.1 The tender price must cover the whole of the works as described in the tender documents.
- 17.2 The tenderer must provide a breakdown of the overall price in Euro (€), including VAT, all other taxes and charges, all fees for permits required from relevant entities including Transport Malta and warden presence as well as any other additional expense.
- 17.3 Tenderers must quote all components of the price inclusive of taxes, customs and import duties and any discounts. Tenderers not registered with the VAT authority in Malta, must **still** include in their financial offer any VAT that the contracting authority may have to pay either in Malta or the country where the tenderer is registered irrespective of the reverse charge mechanism. The financial offer will be considered as the total financial cost to the contracting authority including any VAT that may have to be paid not through the winning tenderer. Except as may otherwise be provided for in the contract, no payment will be made for items which have not been costed.
- 17.4 Tenderers are to submit only one option.
- 17.5 If the tenderer offers a discount, the discount must be clearly specified in the bill of quantities of the overall price. The discount must be quoted for the price including taxes and for the whole of the works.
- 17.6 Intentionally left blank.
- 17.7 The prices for the contract, must include all of the works to be provided. The prices quoted are fixed and not subject to revision or escalation in costs.

18. Currencies of Tender and Payments

- 18.1 The currency of the tender is the Euro (€). All sums in the breakdown of the overall price, in the questionnaire and in other documents must be expressed in Euro (€), with the possible exception of originals of bank and annual financial statements.

- 18.2 Payments will be made upon certification of works by Malta Industrial Parks Limited, based on the invoice issued by the Contractor, in accordance with the timeframes, terms and conditions of the contract.
- 18.3 All correspondence relating to payments, including invoices and interim and final statements, must be submitted as outlined in the contract.

19. Period of Validity of Tenders

- 19.1 Tenders must remain valid for a period of 150 days after the deadline for submission of tenders indicated in the contract notice, the tender document or as modified in accordance with Clauses 11.3 and/or 24. Any tenderer who quotes a shorter validity period will be rejected.
- 19.2 In exceptional circumstances Malta Industrial Parks Limited 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, in which case his tender will no longer be considered for award. If the tenderer decides to accede to the extension, he may not modify his tender.
- 19.3 The successful tenderer must maintain his tender for a further 60 days from the date of notification of award.

20. Tender Guarantee (Bid Bond)

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

21. Variant Solutions

- 21.1 **No variant solutions will be accepted.** Tenderers must submit a tender in accordance with the requirements of the tender document.
- 21.2 The rates and prices inserted in the bill of quantities (if applicable) must tally with the conditions laid down in the tender documents.

22. Preparation and Signing of Tenders

- 22.1 All tenders must be submitted in one original, clearly marked "original", and one identical copy signed in the same way as the original and clearly marked "copy". Tenders must comprise the documents specified in Clause 16 above.
- It is the responsibility of the tenderers to ensure that both the original and the copy are an identical representation of one another.
- 22.2 The tenderer's submission must be typed in, or handwritten in indelible ink. Any pages on which entries or corrections to his submission have been made must be initialled by the person or persons signing the tender. All pages must be numbered consecutively by hand, machine or in any other way acceptable to the Malta Industrial Parks Limited.
- 22.3 The tender must contain no changes or alterations, other than those made in accordance with instructions issued by Malta Industrial Parks Limited (issued as clarification notes) or necessitated by errors on the part of the tenderer. In the latter case, corrections must be initialled by the person signing the tender.
- 22.4 The tender will be rejected if it contains any alteration, tampering, addition or deletion to the tender documents not specified in a clarification note issued by Malta Industrial Parks Limited.

D. SUBMISSION OF TENDERS

23. Sealing and Marking of Tenders

- 23.1 The tenders must be submitted in English and deposited in Malta Industrial Parks Ltd'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 (courier service) or hand delivered to Malta Industrial Parks Limited at the following address:

**Malta Industrial Parks Ltd
Gwardamangia Hill
Pieta MEC 0001
Malta**

Tenders submitted by any other means will not be considered.

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

24. Extension of Deadline for Submission of Tenders

- 24.1 Malta Industrial Parks Limited 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 Malta Industrial Parks Limited and the tenderer regarding the original date specified in the contract notice will be subject to the new date.

25. Late Tenders

- 25.1 All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by Malta Industrial Parks Limited.
- 25.2 No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

26. Alterations and Withdrawal of Tenders

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

E. OPENING AND EVALUATION OF OFFERS

27. Opening of Tenders

- 27.1 Tenders will be opened in public session on the date and time as stated in the Government Gazette and as indicated in the timetable at Clause 2 (or as otherwise specified in accordance with Clause 11.1 and/or 24.1) at Malta Industrial Parks Ltd, Gwardamangia Hill, Pieta' MEC 0001, Malta. A 'Summary of Tenders Received' will be published on the notice board at the main lobby of Malta Industrial Parks Ltd, Gwardamangia Hill, Pieta' MEC 0001,

- 27.2 At the tender opening, the tenderers' names, the tender prices, written notification of alterations and withdrawals, and any other information Malta Industrial Parks Limited may consider appropriate will be published.

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

28. Secrecy of the Procedure

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

29. Clarification of Tenders

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

30. Tender Evaluation Process

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

30.2 Part 1: Administrative Compliance

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

The Evaluation Committee shall, after having obtained approval by the Departmental Contracts Committee, request rectifications in respect of incomplete/non-submitted information pertinent to the documentation as outlined in sub-Clause 16.1(a), 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), 16.1(e), and 16.1(f) of these Instructions to Tenderers. Only clarifications on the submitted information in respect of the latter may be eventually requested.

30.3 Part 2: Eligibility and Selection Compliance

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

(i) Eligibility Criteria

- Tender Form (Volume 1, Section 2)

(ii) Selection Criteria

- Evidence of technical capacity

30.4 **Part 3: Technical Compliance**

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

30.5 **Part 4. Financial Evaluation**

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

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

31. Correction of Arithmetical Errors

- 31.1 Admissible tenders will be checked for arithmetical errors by the Evaluation Committee. Errors will be corrected as follows:
- (a) where there is a discrepancy between amounts in figures and in words, the amount in words will prevail;
 - (b) where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will prevail.
- 31.2 The amount stated in the tender will be adjusted by the Evaluation Committee in the event of error, and the tenderer will be bound by that adjusted amount. In this regard, the Evaluation Committee shall seek the prior approval of the Departmental Contracts Committee to communicate the revised price to the tenderer. If the tenderer does not accept the adjustment, his tender will be rejected.
- 31.3 When analysing the tender, the evaluation committee will determine the final tender price after adjusting it on the basis of Clause 31.1.

F. CONTRACT AWARD

32. Criteria for Award

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

33. Right of Malta Industrial Parks Limited to Accept Or Reject Any Tender

- 33.1 Malta Industrial Parks Limited reserves the right to accept or reject any tender and/or to cancel the whole tender procedure and reject all tenders. Malta Industrial Parks Limited reserves the right to initiate a new invitation to tender.
- 33.2 Malta Industrial Parks Limited reserves the right to conclude the contract with the successful tenderer within the limits of the funds available. It can decide to reduce the scope of the works or to ask for a discount from the cheapest compliant tenderer.
- 33.3 In the event of a tender procedure's cancellation, tenderers will be notified by Malta Industrial Parks Limited. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the sealed envelopes will be returned, unopened, to the tenderers.

- 33.4 Cancellation may occur where:
- (a) the tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no response at all;
 - (b) the economic or technical parameters of the project have been fundamentally altered;
 - (c) exceptional circumstances or force majeure render normal performance of the project impossible;
 - (d) all technically compliant tenders exceed the financial resources available;
 - (e) there have been irregularities in the procedure, in particular where these have prevented fair competition.

In no circumstances will Malta Industrial Park Limited be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of a tender. The publication of a contract notice does not commit Malta Industrial Parks Limited to implement the programme or project announced.

34. Notification of Award, Contract Clarifications

- 34.1 Prior to the expiration of the period of validity of tenders, Malta Industrial Parks Limited will notify the successful tenderer, in writing, that his tender has been recommended for award, pending any appeal being lodged in terms of Part XIII of the Public Procurement Regulations (being reproduced in Volume 1, Section 6), and informed of any arithmetical errors corrected during the evaluation process
- 34.2 Unsuccessful bidders shall be notified with the outcome of the evaluation process, and will be provided the following information:
- (i) the criteria for award;
 - (ii) the name of the successful tenderer;
 - (iii) the recommended price of the successful bidder;
 - (iv) the reasons why the tenderer did not meet the technical specifications/notification that the offer was not the cheapest (if applicable);
 - (v) the deadline for filing a notice of objection (appeal);
 - (vi) the deposit required if lodging an appeal.

The recommendations of the Evaluation Committee shall be published on the notice board at the main lobby of Malta Enterprise.

35. Contract Signing and Performance Guarantee

- 35.1 After the lapse of the appeals period, and pending that no objections have been received and/or upheld, the successful tenderer may be invited to clarify certain contractual questions raised therein. Such clarification will be confined to issues that had no direct bearing on the choice of the successful tender. The outcome of any such clarifications will be set out in a Service Level Agreement, to be signed by both parties and incorporated into the contract.
- 35.2 Within 15 calendar days of receiving the contract (against acknowledgment of receipt) from Malta Industrial Parks Limited, the successful tenderer will sign and date the contract and return it to Malta Industrial Parks Limited with the performance guarantee and Financial Identification Form. On signing of the contract by Malta Industrial Parks Limited, the successful tenderer will become the Contractor and the contract will enter into force.
- 35.3 Before Malta Industrial Parks Limited 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).
- 35.4 If the selected tenderer fails to sign and return the contract, other required documentation, and any guarantees required within the prescribed 15 calendar days, Malta Industrial Parks Limited may consider the acceptance of the tender to be cancelled without prejudice to Malta Industrial Parks Limited's right to claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on Malta Industrial Parks Limited.

The tenderer whose tender has been evaluated as second cheapest may be recommended for award, and so on and so forth.

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

36. Commencement of Works (Order to Start Works)

- 36.1 Following the signing of the contract by both parties, the Supervisor will issue a written notice of commencement of the works in accordance with the General Conditions, as specified by the Special Conditions.
- 36.2 The Contractor must inform Malta Industrial Parks Limited's representative by return mail that he has received the notice.

G. MISCELLANEOUS

37. Ethics Clauses

- 37.1 Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or Malta Industrial Parks Limited during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his candidacy or tender and may result in administrative penalties.
- 37.2 Without Malta Industrial Parks Limited's prior written authorisation, the Contractor and his staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or sub-contracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other programmes or projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.
- 37.3 When putting forward a candidacy or tender, the candidate or tenderer must declare that he is affected by no potential conflict of interest, and that he has no particular link with other tenderers or parties involved in the project.
- 37.4 The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of his profession. He must refrain from making public statements about the project or services without Malta Industrial Parks Limited 's prior approval. He may not commit Malta Industrial Parks Limited in any way without its prior written consent.
- 37.5 For the duration of the contract, the Contractor and his staff must respect human rights and undertake not to offend the political, cultural and religious morals of Malta.
- 37.6 The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to Malta Industrial Parks Limited.
- 37.7 The Contractor and his staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor are confidential.

- 37.8 The contract governs the Parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.
- 37.9 The Contractor shall refrain from any relationship likely to compromise his independence or that of his staff. If the Contractor ceases to be independent, Malta Industrial Parks Limited may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.
- 37.10 The tender(s) concerned will be rejected or the contract terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

38. Data Protection and Freedom of Information

- 38.1 Any personal data submitted in the framework of the procurement procedure and/or subsequently included in the contract shall be processed pursuant to the Data Protection Act (2001). It shall be processed solely for the purposes of the performance, management and follow-up of the procurement procedure and/or subsequent contract by the Malta Industrial Parks. without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with National and/or Community law.
- 38.2 The provisions of this contract are without prejudice to the obligations of Malta Industrial Parks Limited in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). Malta Industrial Parks Limited, 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 Malta Industrial Parks Limited in terms of the Act.

39. Gender Equality

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

VOLUME 1 SECTION 2 – TENDER FORM

Tender reference: MIP/TQF/KKW/D25/12

Name of Tender: Provision, Installation and Commissioning of Fire Fighting Pumps and Ancillary Equipment at Kordin Industrial Estate

Date:

A. TENDER SUBMITTED BY:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p style="text-align: right; font-size: small; margin-top: 5px;"><i>(This will be included in the Summary of Tenders Received)</i></p>
--------------------------------	--

	Work intended to be sub-contracted (if applicable)	Name and details of sub-contractors	Value of sub-contracting as percentage of the total cost ¹	Experience in similar works (details to be specified)
1				
2				

1. The maximum amount of sub-contracting must not exceed 20% of the total contract value. The main contractor must have the ability to carry out at least 80% of the contract works by his own means.

B CONTACT PERSON (for this tender)

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

C TENDERER'S DECLARATION(S)

To be completed and signed by the tenderer.

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 Malta Industrial Parks Limited) for invitation to tender No [MIP/TQF/KKW/D25/12] of [3rd August 2012]. We hereby accept the contents thereto in their entirety, without reservation or restriction. We also understand that any disagreement, contradiction, alteration or deviation shall lead to our tender offer not being considered any further.

2 We offer to execute works (as indicated in the Bill of Quantities) in accordance with the terms of the tender document and the conditions and time limits laid down, without reserve or restriction.

3 The total price of our tender (inclusive of duties, Eco-Contribution (if any), VAT, and all other taxes/charges and any discounts) is:

[€.....] *note: insert above Grand Total figure as per Financial Bid (Volume 4) Summary Sheet*

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 led by ourselves for this tender. We confirm that we are not tendering for the same contract in any other form

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 Malta Industrial Parks Limited 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)
○ Not Applicable

(b) **General Information** ^(Note 2)
○ Statement on Conditions of Employment
○ General Information about the Tenderer (Volume 1 Section 4)
○ General Arrangements about Health & Safety (Volume 1 Section 4)

Selection Criteria ^(Note 2)

(c) Financial and Economic Standing ^(Note 2)

- Not Applicable

(d) Technical Capacity ^(Note 3)

- Experience as Contractor (Volume 1 Section 4)

(e) Evaluation Criteria/Technical Specifications ^(Note 3)

- Tenderer's Technical Offer in response to requirements/conditions and Drawings
- Literature & Samples
- Contractor's Statements

(f) Tender Form (Volume 1, Section 2) and Financial Offer/Bill of Quantities (Volume 4) ^(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 Malta Industrial Parks Limited 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 Malta Industrial Parks Limited 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: _____

Duly authorised to sign this tender on behalf of: _____

Signature of tenderer: _____

Place and date: _____

Company VAT No: _____
(if applicable)

Stamp of the firm/company:

VOLUME 1 SECTION 4 - TENDERER'S STATEMENTS

Form 1. Statement on Conditions of Employment

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

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

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

Signature:

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

Date:

Form 2. Experience as Contractor

Evidence of the company's relevant documented experience relating to the provision, installation and commissioning of Fire Fighting pumps and ancillary equipment performed during the past **five** years (2007, 2008, 2009, 2010 and 2011):

<i>Type of project (nature of past and current contracts)</i>	<i>Total value of works the contractor was responsible for (Euro)</i>	<i>Starting Date (From)</i>	<i>Ending date (To) / Percentage of works completed</i>	<i>Client (Client Portfolio)</i>	<i>Indicate (P) if Prime Contractor (P) Or (S) if Sub- Contractor</i>	<i>Final Acceptance Issued?</i> • Yes • Not Yet (current contract) • No

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

Date:

Form 3. Literature & Samples

1. List of literature to be submitted with the tender:

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

Item	Description	Reference in Technical Specifications
1.1	Galvanised Steel Pipework	
1.2	Strainer	
1.3	Isolating Valve	
1.4	Fire Pump Set	
1.5	Sump Pump	
1.6	Polybutylene Pipework and Accessories	

The evaluation committee reserves the right to request the viewing of samples parts and components of the above items. In which case, tenderers are required to abide by this request within 10 working days from being asked to do so.

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

Signature:

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

Date:

Form 4. General Information about the Tenderer

Details of Bidder

Name of Tenderer:			
Address:			
Postcode:			
Company Reg:		Date of Registration:	
E-mail Address:			
Tel. Nos. :			
Fax Nos.:			
Mobile no.:			
VAT Registration no.:			
I.D. Card No.:			

Name:

Signature:

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

Date:

Form 5. General Arrangements for Health & Safety

To be filled in by the Contractor:

Main Contractor: _____

Address of Contractor: _____

Date: _____

We declare that we understand the contents of Act XXVII of 2000 (Occupational Health and Safety Authority Act 2000), L.N. 281 of 2004 as well as may other legislation, regulations, standard, and /or codes of practice, in effect during the execution of work activity and agree to observe and comply with its contents when carrying out work for Malta Industrial Parks Limited.

We also undertake to bring its contents to the attention of all our employees and sub-contractors.

In accordance with L.N. 281 of 2004 we Appointas
Health and Safety Supervisor in Charge of the design/construction stage for the whole duration of the project.

We acknowledge receipt of "Guidelines for Contractors" and agree to observe its contents and comply with all Statutory Legislation when carrying out work for Malta Industrial Parks Ltd on MIP premises.

We also undertake to bring its contents to the attention of all our employees and sub-contractors.

SIGNED _____

NAME & INITIALS _____

TITLE _____

ON BEHALF OF
(NAME OF COMPANY) _____

Distribution:

Original Contact Person: To be Notified
 Address: Malta Industrial Parks Ltd, G'Mangia Hill, Pieta' MEC 0001

Duplicate - To be retained by contractor

Guidelines:

1. LEGAL OBLIGATIONS

Contractors are to comply with all current legislation and code of practice. Contractors must keep themselves up-to-date with, and be aware of, all relevant Health and Safety Acts, Regulations, Approved Codes of Practice and Guidance. Compliance with such documents etc. is a requirement whilst working for Malta Industrial Parks Limited.

2. CONSTRUCTION SAFETY

Malta Industrial Parks Ltd expects a high standard of safe working from its contractors to ensure the safety, not only of their own employees but also of shop owners, customers and third parties.

3. INFORMATION TO CONTRACTOR'S EMPLOYEES

Contractors must ensure that their employees have seen these Guidelines and have been instructed to comply with them. They must hold a copy on site.

4. SUB-CONTRACTORS

Main contractors must ensure that any sub-contractors employed by them for the course of this project are provided with the information contained with these guidelines.

5. HEALTH AND SAFETY QUERIES

If contractors are in any about the appropriate health and measures to be adopted to ensure the safety of shop owners, customers and third parties, They must refer the matter to their own Health and Safety advisers and advise Malta Industrial Parks Ltd Management.

6. EMPLOYERS LIABILITY

Contractors must hold an Employers Liability policy of insurance to meet the requirements and must produce evidence of same.

7. SITE MONITORING

Contractors must satisfy themselves at regular intervals that their work is up to legal requirements and standards. As such Malta Industrial Parks Ltd expects regular safety inspections to be carried out by the contractor, and will call for evidence of such. In addition, ad hoc inspections by the Contract Administrator etc. will be undertaken. If conditions are found to be unsafe, unhealthy, or increase the risk of fire, then the Contract Administrator will take appropriate action.

8. ASBESTOS

Contractors must not use any products incorporating asbestos nonetheless specifically authorized by Malta Industrial Parks Limited.

9. MACHINERY

The Contract is to ensure that all relevant moving parts of machinery are correctly guarded at all times.

The Contractor must ensure that all tools, plant and equipment used by employees or sub-contractors on works for the maintaining are:

9.1 suitable for the work being done

9.2 comply with all legal requirements, safe codes of practice and guidance notes

9.3 properly maintained with their suitable certificates (where appropriate)

Where necessary adequate protective equipment must be worn to ensure that the machinery can be used safely.

10. DEMOLITION

Areas where demolition work is being carried out should be suitably cordoned off to prevent accidents from falling debris.

For any demolition a method statement must be prior to work commencing. This must be agreed by the Contract Administrator.

11. ACCIDENTS

All accidents on site are to be reported by the Contractor to Malta Industrial Parks Limited Contract Administrator. This does not abrogate the Contractor's responsibility to advise the Authorities of any accident and dangerous occurrences. The Contract Administrator will investigate as appropriate, and may require the Contractor to change working practices.

Form 6. Contractor's Statements

We, the undersigned, hereby confirm that:

1. We have thoroughly read, understood and accepted to adhere with the conditions enclosed in the tender document.
2. We have inspected the site and the amount quoted in this tender reflects the site conditions.
3. **We will conform to the design and specifications stated in this tender document.**
4. **We accept to supply, install and complete the works by not later than 4 calendar weeks from the date of order to start works by MIP (MIP to be pre-notified of start of installation by a lead time of 1 week).**

Signature:

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

Date:

VOLUME 1 SECTION 5 – GLOSSARY

Definitions

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

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

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

Malta Industrial Parks Limited: 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 Malta Industrial Parks Limited. Any consideration relating to possible contracts in the future or conflict with other commitments, past or present, of a candidate, tenderer or supplier, or any conflict with his own interests. These restrictions also apply to sub-contractors and employees of the candidate, tenderer or supplier.

Contract value: The total value of the contract to be paid by Malta Industrial Parks Limited 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 Malta Industrial Parks Limited and/or the Engineer, and/or drawings provided by the Contractor and approved by the Engineer, for the carrying out of the works.

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

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

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

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

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

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

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

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

Engineer: The legal or natural person responsible for administering the contract on behalf of Malta Industrial Parks Ltd.

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 Malta Industrial Parks Limited 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 Malta Industrial Parks Limited.

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 Malta Industrial Parks Limited, the temporary structures on the site required to carry out the works but excluding equipment or other items required to form part of the permanent works.

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

Site: The places provided by Malta Industrial Parks Limited 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 Malta Industrial Parks Limited 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).

Tender document/s: The dossier compiled by Malta Industrial Parks Limited 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 – APPEALS PROCEDURE

Part II - Rules governing public contracts whose value does not exceed one hundred and twenty thousand euro (€120,000)

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

- 21(1) Where the estimated value of the public contract exceeds twelve thousand euro (€12,000) and is issued by an authority listed in Schedule 1, any tenderer or candidate concerned shall have a right to make a complaint to the Review Board in accordance with this regulation.
- (2) (a) The contracting authority shall be obliged to issue a notice and affix an advertisement, in a prominent place at its premises, indicating the awarded public contract, the financial aspect of the award and the name of the successful tenderer. The contracting authority shall, by electronic means or by fax, inform the tenderer or candidate concerned of the publication of the award. The contracting authority shall be precluded from concluding the contract during the period allowed for the submission of appeals.
(b) The award process shall be completely suspended if an appeal is eventually submitted.
- (3) Any tenderer or candidate concerned who is aggrieved by the award indicated by the contract authority may, within five working days from the publication of the notice, file a letter of objection, together with a deposit, with the contracting authority, clearly setting forth any reason for his complaint. The deposit to be paid in respect of tenders valued at less than forty-seven thousand euro (€47,000) shall be four hundred euro (€400), while those between forty-seven thousand euro (€47,000) and one hundred and twenty thousand euro (€120,000) shall be 0.5% of the estimated value of the tender, with a minimum deposit of four hundred euro (€400). The letter by the complaining tenderer shall be affixed on the notice board of the contracting authority and shall be brought to the attention of the recommended tenderer.
- (4) After the expiry of the period allowed for the submission of a complaint, the contracting authority shall deliver the letter of complaint, the deposit receipt and all documents relating to the public contract in question to the Review Board who shall examine the matter in a fair and equitable manner. In its deliberation the Review Board shall have the authority to obtain, in any manner it deems appropriate, any other information not already provided by the contracting authority. The Review Board shall determine the complaint by upholding or rejecting it. The written decision of the Review Board shall be affixed on the notice board of the contracting authority and copies thereof shall be forwarded to the Director of Contracts and all the parties involved.
- (5) The tenderer or candidate concerned who is not satisfied with the decision granted by the Review Board may refer the matter to the Court of Appeal (Inferior Jurisdiction) in terms of article 41(6) of the Code of Organization and Civil Procedure within a period of sixty days. Such recourse however may not delay the Head of the contracting authority from implementing the Review Board's decision.
- (6) Tender documents issued in terms of this Part shall include a clause informing tenderers that the award of the contract is subject to the right of recourse as provided for in this regulation, a copy of which should be reproduced in the documents.
- (7) The Minister shall have the authority by order to extend the provisions of this regulation in order that recourse as provided in this regulation be made available also by authorities listed in Schedule 3 and to prescribe the procedure by which such recourse is to be granted.

VOLUME 2 SECTION 1 – DRAFT CONTRACT FORM

Financed by: Local Funds

Project: **‘Provision, Installation and Commissioning of Fire Fighting pumps and ancillary equipment at Kordin Industrial Estate.’**

Contract Number: **[MIP/TQF/KKW/D25/12]**

This contract is concluded between:

Malta Industrial Parks Ltd
GMangia Hill
Pieta' MEC 0001
Malta

(hereinafter called “the Contracting Authority”) on the one part, and

[Name of Contractor]
[Address]

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

Whereas the Contracting Authority is desirous that certain works should be executed by the Contractor, viz.:

Provision, Installation and Commissioning of Fire Fighting pumps and ancillary equipment at Kordin Industrial Estate.

and has accepted a tender by the Contractor for the execution and completion of such works and the remedying of any defects therein.

It is hereby agreed as follows:

1. In this contract words and expressions shall have the meanings assigned to them in the contractual conditions set out below.
2. The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:
 - (a) this Contract,
 - (b) the Special Conditions,
 - (c) the General Conditions,
 - (d) the technical specifications and design documentation,
 - (e) the Contractor’s technical offer (including any clarifications made during adjudication),
 - (f) the bill of quantities (after arithmetical corrections)/breakdown,
 - (g) the tender form,
 - (h) any other documents forming part of the contract.

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

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

4. The Contracting Authority hereby agrees to pay the Contractor in consideration of the execution and completion of the works and remedying of defects therein the amount of:
- Contract price (*including* VAT/other taxes): €.....
 - Contract price in words:..... Euro
- or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract. VAT shall be paid in compliance with National Law (in particular the VAT Act 1998, the Act No X of 2003 and relevant Legal Notices).
5. The Contractor hereby agrees to submit a performance guarantee amounting to €..... equivalent to 10% of the contract value together with the signed contract.
6. In witness whereof the parties hereto have signed the contract. This contract shall take effect on the date on which it is signed by the last party.

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

Contracting Authority:

Contractor:

Signed by:

Signed by:

.....

.....

In the capacity of:

In the capacity of:

.....

.....

Being fully authorized by and acting on behalf of

Being fully authorized by and acting on behalf of

.....

.....

Date:

Date:

VOLUME 2 SECTION 2 – GENERAL CONDITIONS

The full set of General Conditions for Works Contracts (Version 1.02 dated 1 December 2011) can be viewed/downloaded from:

www.contracts.gov.mt/conditions

The Works Tender General Conditions can be downloaded by following this link:
<https://secure2.gov.mt/eprocurement/conditions>

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

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

VOLUME 2 SECTION 3 – SPECIAL CONDITIONS

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

Article 2: Law and language of the contract

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

Article 3: Order of precedence of contract documents

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

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

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

Article 4: Communications

Malta Industrial Parks Ltd
Gwardamangia Hill
Pieta' MEC 0001
Malta
Tel: 2542 0000

Article 5: Supervisor and Supervisor's representative

Further to Article 5.2 of the General Conditions the Supervisor's Representative shall undertake the Supervisor's responsibilities on site on a day by day basis. He shall also:

1. Act as a liaison between the contractor and the Contracting Authority
2. Chair weekly progress meetings with the contractor
3. Receive and review the contractor's documentation
4. Monitor the contractor's adherence to agreed procedures
5. Issue administrative orders to the contractor
6. Keep stakeholders informed of progress on site and issue periodic progress reports.
7. Agreed measurement of the works with the contractor, review the contractor's applications for payment and certify payment

He shall enjoy the powers such as expected of supervisors and/or other powers as deemed

proper by the Supervisor due to the exigencies of the contract. In the absence of his representative, the Supervisor shall also carry out the responsibilities listed above.

Article 8: Supply of Documents

- 8.1 To provide certificate confirming that the contractor is an authorized dealer and installer for fire pumps and pipework being supplied under this contract.
- During the progress of the works, any drawings required to be the provided by the Contractor shall be forwarded to the Architect in charge or his representative who shall, within fourteen days of receipt, obtain approval of the Malta Industrial Parks Limited. Should the Contractor not have received approval of the Malta Industrial Parks Limited in the same period, the Contractor shall assume that approval is not forthcoming.
- 8.2 Written certification is to be given by contractor to the Contracting Authority for all tests required by the technical specifications and applicable laws and regulations in formats as required by such regulations. All installations carried out must be done by duly certified and competent technical staff.
- 8.3 The contractor may be asked to fill in and sign permanent utility applications for supply of water and electricity to the reservoir as necessary including signature of duly certified competent person. Utility fees for the permanent extension of these services shall be paid by Malta Industrial Parks Ltd.

Article 10: Assistance with Local Regulations

The Contractor, is responsible to make sure that all necessary permits, authorisations or licenses are in place for works to start.

During the execution phase, the Contractor is solely responsible to pay for and obtain all necessary licences and approvals.

Article 11: The Contractor's Obligations

- The contractor has been deemed to understand and agree to abide at his expense with any temporary/permanent signage or plaque which might be required due to ERDF funding if so instructed by Contracting Authority.
- The Contractor shall within fourteen days of receipt of the letter of award of the contract provide the Malta Industrial Parks Limited, copied to the Supervisor the following documents:
 - (a) A Health and Safety Risk Assessment.
 - (b) A Health and Safety Plan based on the Occupational Health and Safety Authority Act (L.N. 281 of 2004) and good practice.

The Contractor is responsible to meet all obligations as set out in the contract document and as required by Law, regulations and/or relevant Authority.

- 11.12 The Contractor shall assume full responsibility and accountability regarding Health and Safety of his/her employees and/or sub-contractors and/or any third parties involved in the execution of this contract. It is the responsibility of the contractor involved to ensure that a safe system of work is employed and that statutory requirements are met.

The Contractor shall be bound to conform with Act VII of 1994 (Promotion of Occupation Health and Safety) as well as any other national legislation, regulations, standards, and/or codes or practice, in effect during the execution of the contract, regarding health and safety issues, as they apply for the Contractor's particular operation situation and nature of work activities. The contractor shall also ensure that there is no danger to 3rd parties such as but not limited to the industrial estate's tenants and customers.

- 11.13 These conditions shall be considered as supplementary to the conditions listed in Article 11 of the General Conditions, which shall remain in force and as where applicable.

Article 13: Performance Guarantee

- 13.1 The Performance Guarantee shall amount to 10% of the value of the contract, including VAT.

- 13.3 The performance guarantee shall be in the format given in Volume 2, Section 4 and shall be provided in the form of a bank guarantee. It shall be issued by a bank in accordance with the eligibility criteria applicable for the award of the contract. **The Performance Guarantee shall be released upon completion of project.**

Article 14: Insurance

- 14.1 Further to what is required in Clause 14.1a, 14.1b and 14.1c of the General Conditions, the Contractor shall provide a standard Contractor's All Risks Insurance Policy, covering also responsibilities vis-à-vis third parties, the works against loss and damage by fire, storm, tempest, lightning, floods, earthquakes, aircraft, aerial objects, riot and civil commotion for the full value thereof plus 15 per cent, for the whole duration of the contract, for an amount of at least €500,000.00 per accident but the insurance cover shall be unlimited in terms of Clause 14.3 of the General Conditions in the case of personal injuries, with the number of occurrences unlimited and a deductible amount, per accident, not higher than €5,000.00.

The premium/s shall be effected by the Contractor at his own expense. The insurance shall for all effects and purposes be deemed to be a Maltese Contract and shall be governed according to the Maltese Laws and subject to the Maltese Courts jurisdiction. Each time the premium is paid, the Contractor shall submit evidence of payment to Malta Industrial Parks Limited.

The insurance policy shall be delivered to the Contracting Authority not later than 20 days from the communication of the award of the contract and, in any case, before the commencement of the Works.

In any case, the tenderer shall submit, together with the tender documentation, an official statement by the insurance company that the latter will be insuring the Works as specified in this tender, against claims arising from the details given below and other requirements as stipulated in the tender document. If the Contractor fails to submit the required information, his tender submission shall be disqualified.

The Contractor shall ensure that the Insurance is effective throughout the duration of the Contract Works until the handing over of the Works to Malta Industrial Parks Limited. The Insurance shall also cover any subsequent site intervention in the course of the stipulated guarantee period, without any prejudice to the civil liability of the Contractor in terms of the law for any building or stone works erected in terms of this contract. Moreover the Contractor shall also ensure that he is adequately insured in so far as the safety of his employees is concerned.

14.5 Without any prejudice to General Clauses 14.5:

- a) All insurance obligations referred to in Article 14 shall also be applicable to subcontractors, agents and linked parties of the Contractor.
- b) The Contractor shall be directly liable for all risks not insured or not adequately insured and for any amounts not fully recovered from the insurers.

In the event that the Contractor fails to effect and keep in force any of the insurance policies referred to in Article 14 of the Special and General Conditions of Contract, Malta Industrial Parks Limited reserves the right to effect and keep in force any such insurance and pay any premium as may be necessary for that purpose and it shall have the right to automatically deduct such expenses from any amount due to the Contractor under the Contract.

Without any prejudice to what is stated in General Clauses 14.6:

The Contractor shall bear the cost of all excesses (deductibles), exclusions or limitations applying under the said policies (in so far as these concern risks for which he is responsible in terms of the Contract) whether in respect of claims made against the Contractor and/or Malta Industrial Parks Limited and/or the Supervisor and/or against the Central Contracting Authority and/or the Government pursuant to the provisions of any enactment.

14.7 Protection of the works

The Contractor shall cover up and protect from damage from any cause, the installation subject of this tender and also any other surrounding property and equipment. He must supply protection for the whole works executed, and any damage caused shall be made good by the Contractor at his own expense. The Contractor shall take all precautionary measures as may be necessary for the protection of persons and property for the proper execution of the Works to satisfy the regulatory requirements of the Planning Authority, the Environment Protection Department, the Occupational Health and Safety Unit or any other Authority, Utility or Department.

Article 15: Performance Programme (Timetable)

15.1 Scheduling of works including to but not limited to the delivery date of the pump to site of works is at the sole discretion of Malta Industrial Parks Limited who shall not be liable to any fees/charges (for items including but not limited to transportation, storage, warehousing and security costs) made necessary due to this scheduling. Such scheduling may be necessary due to issues such as program of works of the embellishment project currently underway, and needs of the industrial estate's tenants. Any scheduling instructions to the contractor must be in writing. If no such instructions are provided the contractor must ask for instructions otherwise it is assumed that contractor will complete works as per 15.2 and 15.3 below.

15.2 The successful bidder must be in a position to start installing the pumps five weeks after being given the order to start works from Malta Industrial Parks Limited.

15.4 Full installation and all the necessary connections including to fire hydrant system, to the electrical system and to the relevant pipework are to be carried out by the successful bidder in a period not longer than 3 weeks following paragraph 15.2 above. This also includes full testing commissioning and handing over with necessary drawings and documentation as outlined in this document. Hence all works including testing and commissioning must be completed **8 weeks** following Order to Start Works by Malta Industrial Parks Limited. However as outlined in 15.1 above the Contracting Authority has the right to ask the contractor to withhold works and continue at a later stage due to project scheduling. Again it must be stressed that the contractor would not have any rights to claim extra payment or compensation.

- 15.5 Contractor is to submit a Gantt Chart (Plan of Works) to cover the entire Period of Performance stipulated in Article 32 of these conditions. Notwithstanding the requirements under Article 15.1 of the General Conditions, the programme shall also take into account the following:
- i. Plan is to highlight each phase of the project, in accordance to the conditions stipulated in the Technical Specifications and Special Conditions;
 - ii. The Construction Management Plan;
 - iii. The Technical Specifications;
 - iv. Shutdowns and contract closure.

Article 17: Contractor's Drawings

- 17.1 On the basis of this contract document, the Contractor shall make and provide the final design, construction drawings, as-built drawings, operating manuals and any other information, in order to cover any data necessary for the construction of the Works, satisfying the technical parameters. The drawings shall be submitted in digital format (Version ACAD 2004 or compliant) and in 3 colour printed copies, unless differently specified by Volume 3 – Technical Specifications or as required by the Engineer.

The Contractor warrants that all designs shall comply with the conditions of any local Statutory Regulations, European Standards, and EU Directives and approved engineering norms. Nothing in these Conditions shall relieve the Contractor of his liability under the Contract for any defects in the design or in the construction of works.

The Engineer shall make comments and/or objections on the drawings, documents and data supplied by the Contractor. Specifications for the different drawings submittal and these comments and/or objections shall be considered as accepted by the Contractor if he fails to contradict them in writing, either by letter or fax sent to the Engineer, within 7 days of their receipt. The Contractor shall not commence any work to which such Design Document relates unless the Engineer notifies in writing of his approval. The Contractor shall not alter the design without prior written approval of the Engineer.

The Engineer may ask and instruct the Contractor to prepare, at contractor's expense, particular drawings or to make any modifications, including calculations for any part of the project. The contractor shall, at his own expense, amend it and submit the amended version to the Engineer.

The Engineer shall be entitled to reject Design Documents if, in his opinion, they are incorrect, incomplete, unclear or do not respect any local Statutory Regulations, European Standards, and EU Directives and approved engineering norms. The grounds for the rejection shall be notified to the Contractor. The Contractor shall reissue any drawing at his own expense to satisfy the contractual requirements and to amend errors, omissions, ambiguities, and inconsistencies.

Article 18: Tender Prices

- 18.1 Contract Price shall not be subject to any adjustment in respect of the rise or fall in the cost of labour, materials, new taxes or any other matters affecting the cost of execution of the Contract even if the Contract Execution is delayed due to any reason.

It is assumed that prior to submission of rates contractor would have visited site, intimately familiarised himself with pump room/reservoir and surroundings, electrical and mechanical installations, the general site layout, and with the latest construction drawings obtainable from Malta Industrial Parks Limited upon request. Hence rates are assumed to have included in them all provisions including labour and equipment necessary, transportation, storage, security needs, haulage of equipment, cranes and any lifting equipment, installation and dismantlement of temporary pathways if necessary, installation of equipment into position as directed by

Contracting Authority, health and safety equipment, consultancy, and any other not specifically mentioned items required to complete the project. The drawings attached with this tender dossier are for indicative purposes only and subject to changes and alterations. Any such changes would not impose on the Contracting Authority a need to compensate the Contractor in any way. In submitting his bid the contractor is deemed to have checked this tender document in its entirety and agreed with the correctness of all the Specifications, Drawings and Bill of Quantities and shall not claim any variations in affecting the works claiming incorrect or Incomplete Specifications, BOQ, and Drawings.

- 18.4** All civil/mechanical/and electrical alteration works (to the existing or newly constructed pump room and reservoir infrastructure) necessary to complete the required scope are to be done by the contractor at his expense and to the satisfaction of the Contracting Authority. The necessary works must be designed and certified by a suitably qualified professional appointed and paid for by the contractor. The modified designs must be approved by the Contracting Authority before execution. The Contracting Authority has the final say and his instructions must be implemented at contractor's expense.
- 18.5** It is assumed that the Contractor shall organize and pay for any temporary electrical and water supplies needed to complete works.
- 18.6** It is assumed that all connections (Electrical or Mechanical) shall be carried out by the contractor at his expense. This includes provision of any necessary cables, switchgear modifications, pipes, extensions, fittings or modifications as necessary.
- 18.7** Items marked as Optional in the specifications or Rate Only in the BOQ shall only be procured if requested in writing by the Contracting Authority. If these items are not needed the contractor shall not be eligible for any compensation. These items/ services must be delivered/supplied not longer than 4 weeks following such written request.
- 18.8** It is assumed that the contractor shall organize and pay for any work required to install and connect the pumps into place including the provision of any lifting equipment such as chain blocks, temporary beams, hydraulic platforms or any other item (including labour and material) needed. Also assumed included in the rates is the builders work necessary and also any items such as bolts, frames, concrete platforms or any other item not specifically included in the BOQ rates needed to fit the pumps into place inside the pump room/reservoir provided by MIP. The contractor will therefore not claim any extra fees for such items.

Article 22: Interference with Traffic

The Provider shall ensure that all Work is carried out in an orderly and professional manner that causes the least disturbance to surroundings, and in particular, that creates the least possible inconvenience and/or obstruction to third parties and their activities. At no stage of the project shall the Contractor hinder traffic flowing through the roads where works are being undertaken. The Site is to be kept clean and well organised to the satisfaction of Malta Industrial Parks Ltd. who may issue specific instructions to the Provider to take any measures in order to ensure compliance with this clause, which steps need not have been included in the statutory permits granted in respect of the particular Work. No claims for extra payment and/or extension of the agreed delivery period shall be considered if these arise out of the Provider's fulfilment of the instructions given to it in virtue of this clause. In the event that the Provider fails to take the required steps to implement such instructions within the prescribed time, Malta Industrial Parks Ltd., without need of giving further notice to the Provider, shall be free to carry out such steps itself or appoint third parties to carry out such instructions at the defaulting Provider's expense.

Article 25: Demolished Materials

- 25.1 Any packaging waste, demolished material or other debris must be disposed of according to relevant legislation at contractor's expense.

Article 26: Discoveries

- 26.2 Materials found during the excavation become the property of Malta Industrial Parks Ltd., if Malta Industrial Parks Ltd. so directs.

Article 31: Commencement Date

- 31.1 Performance of the contract is to commence on the date of the order to start works by MIP.

Article 32: Period of Performance

- 32.1 The performance period shall be 8 calendar weeks from date of order to start works. For avoidance of doubt this means that the Fire Fighting pumps and ancillary equipment will be installed on site complete, fully operational and to specification as outlined in tender by not later than 8 calendar weeks following the order to start works.

Article 34: Delays in Execution

- 34.1 A daily penalty of one hundred Euro (€100) shall be charged to the Contractor following the 8 week performance period as per article 32 of the special conditions unless the contractor has been withheld from working as outlined in article 15.

Article 35: Variations and Modifications

- 34.1 All modifications necessary shall be undertaken at contractor's expense. No claims for variations shall be entertained by Malta Industrial Parks Ltd.. All works not specifically mentioned in the bill of quantities will be taken as included in the prices of the various items and the contractor accepts that the BOQ rates and quantities are sufficient to achieve the project scope in its entirety as outlined in Vol1 Section1 item 1.2 to the satisfaction of Malta Industrial Parks.

Article 37: Work Register

- 37.1 The successful contractor shall be required to maintain a detailed building file, containing detailed weekly reports in the format (specified and /or approved by the architect and civil engineer in charge). In particular the building file shall include; photographic records of the interventions as well as the state of the structures to be restored through this tender prior to the commencement of works. The photographs shall include records of any archaeological, historical, etc evidence discovered during the course of works; detailed mapping of all interventions carried out. The intervention shall be carefully mapped out in conformity to approved standards and conventions as agreed with and approved by the architect and civil engineer in charge on drawings provided by the architect and civil engineer in charge as per convention detailed by the architect and civil engineer in charge. This mapping shall be submitted to the architect and civil engineer in charge in digital format (Version ACAD compliant) and 2 colour printed copies; copies of method statement reports, construction management plans and updated programmes of works as specified in this document and approved by the architect and civil engineer.

37.2 The Contractor shall maintain a Work Register (Work Diary) on the site, containing detailed daily reports in the template specified and/or approved by the Contractor's consultant (either the Construction/Project Manager or the Site Manager) and approved by the Supervisor, including at least the following information:

- (a) weather conditions, interruptions of work owing to inclement weather, hours of work, number and type of workmen employed on the site, materials supplied, equipment in use, equipment not in working order, tests carried out in situ, samples dispatched, unforeseen circumstances, safety, health and welfare of persons and damage to property, progress of the Works, as well as progress of the Works orders given to the Contractor;
- (b) detailed statements of all the quantitative and qualitative elements of the work done and the supplies delivered and used, capable of being checked on the site and relevant in calculating payments to be made to the Contractor.

This Work Register shall be made on daily basis and take the form of a bound document with an original and two copies for each day. The original shall be filled out by the Contractor, who shall sign it, then reviewed by the supervisor, who shall add his comments, if necessary, and countersign it. One copy shall be kept by the supervisor for his own record.

37.3 The statements shall be prepared by the Contractor, in accordance with Volume 3 - Technical specifications and Volume 4 - Financial Bid, respectively. The statements shall be recorded in two separate documents one for quality controls and another for quantity measurements and also be an integral part of the Work Register. The documents shall be permanently kept at the site, in hard copy and in electronic format. The Contractor shall measure, in cooperation with the Supervisor's staff, and prepare records of the work executed in such detail as instructed by the Supervisor.

37.4 Entries made in the work register as work progresses shall be signed by the Contractor and countersigned by the Supervisor or his representative. When the Supervisor reviews each page, he shall add his comments if necessary, to draw attention to deficiencies in the Works or to give warning of difficulties that may arise from the Contractor's method of working. He may also instruct in this Work Register that work shall stop in certain circumstances and the Contractor shall take appropriate action immediately. Such instructions shall be followed up by Administrative Orders. If the Contractor objects, he shall communicate his views to the Supervisor within 15 days following the date on which the entry or the statements objected to are recorded. Should he fail to countersign or to submit his views within the period allowed, the Contractor shall be deemed to agree with the notes shown in the register. The Supervisor may examine the work register at any time and may make or receive a copy of entries which he considers necessary for his own record.

Article 39: Quality of Works and Materials

39.1 Malta Industrial Parks Ltd. has the final say on any quality related issues. The contractor is to submit any samples requested by Malta Industrial Parks Ltd. at any time before ordering or installing the material.

Notwithstanding the provisions of article 39.1 of the General Conditions, all material imported to site shall be tested to accepted testing regimes and/or as requested by the Supervisor as the need might arise. Tests/certificates of raw material, e.g. cement, aggregate, macadam, water, steel and all other materials and works shall be conducted and/or produced regularly and/or as requested by the Supervisor as the need might arise, and at contractor's expense. Certificates of compliance and Fit for Use statements shall be submitted by the Contractor as required by the Conditions of Contract and/or requested by the Supervisor.

39.2 Contractor is to supply any sample requested by Malta Industrial Parks Ltd. for approval prior to the commencement of the relevant works.

- 39.3 All materials, goods and workmanship shall so far as procurable be of the respective kinds and standards described in the Contract Documents.
- 39.4 The Architect may issue instructions requiring the Contractor to open up for inspection anywork covered up or to arrange for or carry out any test of any materials or goods (whether or not already incorporated in the Works) or of any executed work, and the cost of such opening up or testing (together with the cost of making good in consequence thereof) shall be added to the Contract Sum unless the inspection or tests show the materials, goods or works are not in accordance with this Contract.
- 39.5 If the Contractor defaults the Architect shall have the power to employ and pay other persons to carry out all works and all costs, expenses and damages caused to Malta Industrial Parks Ltd. shall be paid by the Contractor, and shall be recoverable from him or may be deducted from any monies due or that may become due to him.
- 39.6 Any defects, shortcomings, or other faults which appear and are notified by the Architect to the Contractor and which are due to defective materials or workmanship not in accordance with the Contract shall be made good by and at the expense of the Contractor. Without prejudice to the Contractor's liability according to the Laws of Malta, the Defects Liability Period shall be 3 years.
- 39.7 In the event that the Contractor defaults in his duty to make good defects and maintain the works in good condition, Malta Industrial Parks Ltd. reserves the right to employ other persons to carry out such works and recover such costs from monies owed to the Contractor or as a debt payable by the Contractor.

Article 40: Inspection and Testing

- 40.1 As specified in the Technical specifications.

Article 42: Ownership of Plants and Materials

- 42.1 The Contractor shall not use the site for any other purpose than that of carrying on the contract works. All access to site and use of the site shall be subject to the permission of Malta Industrial Parks Ltd.. The Contractor should comply with and restrict its use of the site to the required works.

All equipment, temporary works, plant and material on site owned by the Contractor, or by any Company in which the Contractor has a holding interest, shall not be removed from site unless subject to the permission of Malta Industrial Parks Ltd..

Article 43: Payments: General Principles

- 43.1 Payments will be made in Euro and shall be authorised and paid by MIP to the contractor.

Malta Industrial Parks Limited will make payments within a reasonable time after works are carried out, which work is to the satisfaction of Malta Industrial Parks Limited. Payment will be subject to any deductions to which the Contractor may have become liable under the Contract.

- 43.3 The maximum period in which payments are to be effected shall be 60 days, failing which the provisions of the Late Payments Directive will come into effect (30 days as per General Conditions).

Article 45: Retention Monies

45.2 The percentage of retention monies shall be 5% of contract value.

Article 47: Measurement

45.2 The works shall be measured as detailed in the Bill of Quantities, and as specified in the appropriate clauses in the Attached Specifications. The appointed contractor shall satisfy Malta Industrial Parks Ltd. that the materials are such as specified or equivalent.

Article 50: Delayed Payments

50.1 The period quoted in Article 50.1 of the General Conditions may be subject to change according to the particular needs of the Department

50.2 Once the deadline laid down in Article 50.1 has expired, the Contractor may, within two months of late payment, claim late-payment interest:

[EU Funds]

- at the rediscount rate applied by the issuing institution of the country of Malta Industrial Parks Ltd.;

on the first day of the month in which the deadline expired, plus three and a half 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 Malta Industrial Parks Ltd.'s account is debited (inclusive).

Article 53: End Date

the date on which the commitment of Community funds ends is June 2013.

Article 56: Partial Acceptance

56.3 Maintenance period begins on the date of full acceptance of works. There shall not be the possibility of any partial acceptance even if there are delays brought about by Malta Industrial Parks Ltd.'s scheduling requirements.

Article 57: Provisional Acceptance

There shall be no Provisional Acceptance. Final acceptance of project shall only occur at project end.

Article 58: Maintenance Obligations

58.1 The Contractor shall warrant that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials.

The Contractor shall further warrant that none of the supplies have any defect arising from design, materials and workmanship. This warranty, covering but not limited to, defects in material or workmanship, shall remain valid for three (3) years after provisional acceptance of the installed equipment.

Guarantee – without prejudice to the liability of the Supplier for any work under this Contract which shall be covered by the period stipulated at law, all Works shall be subject to a guarantee that, within a three-year period from completion of Works, no deviations from specifications shall occur. If any deviation does occur, then the Supplier shall be bound to ensure and irrevocably undertake that these works shall be made good at his expense and the guarantee period will re-commence on completion of such works.

The contractor shall provide and secure the provision of reliable and regular after-sales service for a period of [3] years. For avoidance of doubt the lump sum to be submitted re. item 9 (Maintenance agreement for 3 years.....) of the Pump Room and Fire Fighting Water Reservoir BOQ is deemed to include the provision of 3 years of full maintenance (parts and labor), servicing as required by manufacturer and any applicable specifications/ legal requirements and the provision of any required certification. In addition to periodic maintenance the contractor needs to respond on site to any call out from MIP within 24 hours. In case of urgent call out the contractor needs to respond and attend on site in a position to affect repairs immediately. To this effect the contractor needs to submit a 24 hour reachable mobile number. Such call outs are deemed included in the lump sum, which sum shall be paid in its entirety following satisfactory performance during the 3 year period.

MIP reserves the right to extend this period with further 3 year periods. The decision to extend would however be at the sole discretion of MIP.

The Contractor shall warrant as well that spare parts for the equipment would be available for a period of not less than twenty (20) years (independently of whether Malta Industrial Parks agrees to extend the maintenance period or not) after delivery of the equipment and shall thereafter give notice to Malta Industrial Parks Ltd prior to the discontinuation of production of the spare parts.

Article 65: Amicable dispute settlement.

Maltese Conciliation Procedures shall apply.

Article 66: Dispute Settlement by Litigation

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

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

Article 71: Further Additional Clauses

71.1 The Contractor shall, at his expense, remove and cart away materials resulting out of the works, to an authorised dumping site.

71.2 The Contractor’s failure to meet the obligations and standards set throughout the tender document may be treated as a material breach leading to the termination of this contract at any time during the term.

Due to the nature of the contract, the contractor might be obliged to carry out the works beyond normal working hours.

71.2 General Environmental Plan

Prior to the commencement of works on site, the Contractor must submit a detailed General Environmental Plan (as may be amended) relating to Environmental Management Construction Site Regulations in accordance with relevant legislation including LN295 of 2007 and any other legislation/regulation that might come into force during the execution of the Contract and the MEPA Permit Conditions. The plan shall be certified by his appointed Environmental Site Manager. The Supervisor may request amendments to the plan and the Contractor shall ensure that it is amended accordingly. The Contractor shall ensure that the plan is adhered to at all times during the execution of the Contract.

71.3 Construction Management Plan (CMP)

Prior to the commencement of works on site, the Contractor must submit the construction stage Construction Management Plan (CMP) based on the tender stage Construction Management Plan with drawings if necessary, showing the methods by which the Contractor is to carry out the works, sequencing, management of the works and risk mitigation. In particular, it must indicate the numbers, types and capacities of the plant and personnel to be allocated on the major activities of work. Include the General Environmental Plan as per Article 71.2 above and provide details of procedures, controls and mitigation measures in conformity to local legislation.

71.4 The pump room is being provided with a 125A TPN Enemalta supply which shall supply the equipment being installed via this tender and also will supply all the other equipment in the reservoir/pump room. Pumps with consumption rated above the specification of this tender document are hence inadmissible.

VOLUME 2 SECTION 4 – SPECIMEN PERFORMANCE GUARANTEE

(LETTERHEAD OF THE REGISTERED FINANCIAL INSTITUTION PROVIDING THE GUARANTEE)

The Chairman, Malta Industrial Parks Limited, GMangia Hill, Pieta MEC001, 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 **[MIP/TQF/KKW/D25/12]**, whereby the contractor undertook the **['Provision, Installation and Commissioning of Fire Fighting pumps and ancillary equipment at Kordin Industrial Estate.]** in accordance with Article 13 of the Special Conditions the [works] 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 **one month after 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 2 SECTION 6 – SPECIMEN RETENTION GUARANTEE

[LETTERHEAD OF THE REGISTERED FINANCIAL INSTITUTION PROVIDING THE GUARANTEE]

The Chairman
Malta Industrial Parks Limited
GMangia Hill
Pieta' MEC 0001,
Malta

[Date]

[MIP/TQF/KKW/D25/12]

Dear Sir,

We, the undersigned, **[name, company name, address]**, hereby declare that we will guarantee, as principal debtor, to **[the Contracting Authority's name and address]** on behalf of **[Contractor's name and address]**, the payment of **[indicate the amount]**, corresponding to the guarantee mentioned in Article 45 of the Special Conditions without dispute, on receipt of a first written request from the beneficiary.

We further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed thereunder or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee. We hereby waive notice of any such change, addition or modification.

The guarantee will enter into force and take effect from the **[indicate the date of payment of the sums retained under the contract]** and shall be valid until the date of issue of the certificate of final acceptance.

We note that you will release the guarantee and notify us of the fact at the latest within thirty days of the date of issue of this certificate.

Done at,/..

Name and first name: On behalf of:

Signature:

[stamp of the body providing the guarantee]

VOLUME 3 - TECHNICAL SPECIFICATIONS

Part 2. Technical Requirements

REQUIREMENTS

FIRE HYDRANT SYSTEM

PARTICULAR TECHNICAL SPECIFICATIONS

1.0 General Description

The system is designed essentially in accordance with BS 5306-II and MSA-BS-EN 12845: 2004 "*Fixed fire fighting systems. Automatic sprinkler system Design, installation and maintenance*".

The contractor is required to:

- Submit evidence of his experience and expertise in carrying out fire fighting installations.
- Assess the drawings, study the designs, and provide a working scheme brief which describes the proposed method of installation.
- Provide details of any design modifications which are deemed necessary due to interaction with other services.
- Tender Design drawings are indicative and must not be considered 'workshop drawings'. The contractor must issue installation drawings with full details, including pipe work centre line levels AFFL, pipe work distances from walls and fixtures, pipe dimensions, etc.
- Test, Commission and Certify as necessary, to the satisfaction of the Client and the Consultant Engineers.

The Contractor is required to familiarize himself with pump room/reservoir, electrical and mechanical installations, the general site layout, and with the latest construction drawings obtainable from Client upon request. Hence rates are assumed to have included in them all provisions for labour and equipment necessary for the transportation, temporary storage, security needs, haulage, installation and dismantlement of temporary pathways if necessary and installation of equipment into position as directed by Client. The drawings attached with this tender dossier are for indicative purposes only and subject to changes/alterations during the tendering period. Any such changes would not impose on the Client a need to compensate the Contractor in any way.

2.0 Scope of works

The installation shall consist of the fire pump required for the fire hydrant system. The fire pump is to be connected to an isolator (provided by others) in the fire pump room. The installation shall also include the pipework connections in galvanized steel from the puddle flange (provided by others) to the suction header and the discharge pipework up to the HPPE adaptor. Branch offs from the main discharge pipework are to be provided for the DN100 fire pump by-pass and the DN100 test (return) line. The scope of works shall be limited

to the connection to the pipework provided by others but the contractor is to allow at least for 2m of pipework to connect to the pipework prepared by others.

The contractor is also required to supply and install a sump pump as specified. Costs are to include all the necessary wiring to a nearby isolator (provided by others).

The contractor shall also be required to include a mains water installation within the pump room. This shall consist of 15mm polybutylene pipework terminated with a bib tap complete with hose connection. An allowance of 5m of pipework is to be made but exact routing of pipework will be confirmed on site.

3.0 Fire Fighting Pumps

Compliance/ Conformity to Standards

The Selected fire pump shall be compliant to the following standards:

- LPC / EN 12854-2004 compliant
- Machine directive 98/37/EC compliant
- Low voltage directive 2006/95/CE
- Electromagnetic Compatibility directive 89/336/EEC
- ISO 9906-A Rotodynamic Pumps
- CE certified

3.1 Particular pump set details

EN 12845 Fire Fighting Hydrant packaged pump set comprising of one full duty electric pump (Main duty pump), one full duty diesel engine pump (stand-by pump), and jockey pump with the following specifications:

- Duty: 2000LPM @ 6.0 Bar
- Pump shall operate on a 400V/3ph/50Hz supply and its rating shall not exceed 45kW.
- Lockable butterfly on/off valve with hand wheel and reduction manual gear valves on the delivery side of each pump. Monitoring of the ON/OFF status to be included.
- Re-circulation device for each service pump.
The re-circulation device shall allow a minimum flow capacity in order to prevent the pump overheating when working with closed delivery. It shall include:
 - The activation pressure switch for the alarms of the pumps running,
 - The test valve for checking the seal of the check valves,
- Pressure gauge on the delivery side of each service pump between check valve and on/off valve.
- Flanged check valve shall be of inspected type, on the delivery side of each pump.
- Painted iron delivery manifold (PN 16) and threaded stubs with relative caps for connecting three by 24 litre membrane tanks.
- Two start-up pressure switches for every service pump.

- For the electric service pump, start-up shall take place through the pressure switch, but it must be manually stopped using the key-operated selector switch on the panel.
- For the electric jockey pump, both start-up and stopping shall be determined by the pressure switch.
- Start-up pressure switch circuit for the service pump, including connecting pipes for the delivery manifold, recirculation circuit. This circuit shall include an on/off valve, a non-return valve, a discharge valve and various pipe fittings. The configuration of the circuit shall allow the pressure switch to intervene also when the relative on/off valve is closed.
- Base shall be factory made from structural iron with epoxidic powder painting RAL 5010.
- Control panel frame made of structural iron with epoxidic powder painting RAL 5010.
- Diesel engine with coupling to pump.
- Vibration-damping joints on discharge side.
- Electric panel for control of diesel engine pump and battery charger.
- Diesel engine start circuit with two independent batteries.
- Double engine starting relay.
- Engine shut-off device from electric control (Electric stop).
- Fuel tank for diesel engine.
- Electric panel for electric service pump complete with factory built star-delta starter.
- The diesel engine pump shall be mounted on its own base complete with vibration-damping feet, and shall come with a wall-mounted electric panel fitted with cables. Fuel tank with 6-8 hour diesel supply and batteries shall preferably be factory mounted on-board the pump set.
- Dry running protection on jockey pump
- Exhaust pipe work (sized to handle any back-pressure due to length required estimated to be 12m). This shall be sized and installed as per manufacturer's recommendation. Industrial silencer, Clamps, connectors, flexibles, etc. to be included with pumps supply.
- QAL12845 panel for independent power supply of audible/visual alarms for no electrical power, start-up request, pump working on start-up, for each service pump as outlined by EN12845 point 10.8.6.2. Three corresponding flashing yellow and one red alarm lights shall be included with the package.
- Three in number 24 litre each membrane tanks with a nominal pressure rating of 10 Bar.
- Outputs from control panel for remote signalling.
- Flow meter for testing connected to return line top reservoir.
- DN150 return line to reservoir

The silencer shall be routed out of the room and is meant to discharge safely to the outside. The silencer shall be appropriately sized as per manufacturer's instructions, insulated with 50mm thick rock wool insulation and clad with 0.3 mm anodised aluminium sheet. The room shall include apertures with permanently open ventilation louvers.

The contractor is to source basket-type, preferably stainless steel, strainers of in/outlet size 10" DIN flanged, to be installed on the suction lines, just before the pumps suction inlet. The total (maximum) pumping capacity is in the order of 2000LPM (per pump). It is requested that the strainers allow for such flow without creating significant pressure drop on the suction lines. Contractor must also include for all reducers, flexible bellows, etc., and must liaise with the pump manufacturers so that the resulting NPSH is within the norms.

4.0 VALVES INSIDE PUMPROOM

All valves installed inside the pump room shall be of the OS&Y (outside stem and yoke) type flanged to BS4504. Minimum pressure rating shall be PN16.

5.0 DRAIN LIFT PUMP

A drain lift pump shall be supplied and installed inside the pump room pit as shown on drawings. This shall be of the submersible type and shall have the following minimum characteristics:

Flow rate	200 LPM
Head	15m
Electrical supply	400V/3ph/50Hz

The pump shall be complete with float switch and control box for automatic on/off operation between two liquid levels, float switch cable allowing adjustment of cut-in and cut-out levels, and a 10 metre long electrical mains supply cable. Other specifications shall be as follows:

Impeller type	Vortex
Free passage	50 mm
IP class	68
Liquid maximum temperature	55 °C
Impeller material	Stainless steel
Pump housing material	Stainless steel
Pump outlet size	DN 50 (2")

Discharge piping shall be in DN50 (2") heavy gauge seamless galvanised piping. An Isolating and non-return valve are to be supplied and installed on the discharge piping.

6.0 IDENTIFICATION LABELS AND MARKINGS

These shall be supplied and installed on all exposed piping inside the pump room clearly indicating pipe use, eg. bowser fill-up, etc and flow direction.

7.0 *INTERFACE TO GSM AUTODIALLER*

The pump shall be equipped with an interface to a GSM autodialler. The dialler is able to accept the following inputs:

- 1) Alarm on for low diesel level in diesel tank
- 2) Pump Running triggered when either one of the main pumps is running.
- 3) Fire pump set alarm triggered when the pump control panel signals a fail.

8.0 *Additional Notes*

All equipment shall be installed complete with electrical installation and thus the cost related with the electrical installation shall be factored in the cost of the relevant equipment. The pump room shall be supplied with a 3 phase supply by third parties.

The contractor shall supply full details of the pump set and its control panels, and the following data:

- General arrangement drawing. A copy of this shall be framed and hanged in a prominent area in the pumproom.
- Pump details (materials, performance curves, etc.)
- Control Panel Instructions and circuit diagram
- Pump Test Certificates

9.0 *testing and commissioning*

The mechanical contractor shall test and commission all the equipment covered by these specifications in accordance with the relevant standards and Enemalta Electricity Regulations. Testing and commissioning of the piped distribution system shall be carried out as per the relevant manufacturer's instructions and procedures. Flushing, testing and commissioning of the fire hydrants shall be carried out in accordance with the requirements of section 8 of BS5306 Part1. Any costs, including appropriate equipment and instrumentation, as required for the testing and commissioning procedures are to be allowed for in the relevant item of the bill of quantities.

VOLUME 4 - FINANCIAL BID

VOLUME 5 – DRAWINGS

Design Documents, including Drawings

Section 5.1

No	Name	Drawing No	Location
1.	Pump Room Layout	42561-M-02	
2.	. Fire Fighting Pump Room Schematic	42561-M-DET-01	

**Note: An unlocked electronic version of the above drawings can be made available to the successful Tenderer who is awarded the contract as detailed in the bill of quantities. These drawings would be issued for the sole purpose of the preparation of 'Installation' and 'As-fitted' drawings of this particular project and they are not to be transmitted or copied in any form to third parties without the written permission of Mediterranean Technical Services Limited.*