



FONDAZZJONI GĦALL-
**PATRIMONJU KULTURALI
TAL-ARĊIDJOĊESI TA' MALTA**

REFERENCE NUMBER: PA.5.0103/11.4

**TENDER FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING
AND COMMISSIONING OF AN ENVIRONMENT CONTROL SYSTEM
FOR THE PILGRIM'S LODGE MUSEUM, MELLIEHA**

Date Published: 23rd September 2022

Deadline for Submission: 24th October 2022 at 09:30am CEST

Tender Opening: 26th October 2022 at 09:00am CEST



Operational Programme I – European Structural and Investment Funds 2014-2020
"Fostering a competitive and sustainable economy to meet our challenges"
Project part-financed by the European Regional Development Fund
Co-financing rate: 80% European Union; 20% National Funds



Bid bond required for this tender: *Not applicable*

Fondazzjoni għall-Patrimonju Kulturali ta' l-Arcidiocesi ta' Malta

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## SECTION 1 - INSTRUCTIONS TO TENDERERS

### 1. General Instructions

- 1.1 In submitting a tender, the tenderer accepts in full and in its entirety, the content of this tender document, including subsequent Clarifications issued by the Non Governmental Organisation (NGO), whatever the economic operator's own corresponding conditions may be, which through the submission of the tender is waived. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender document. These Instructions to Tenderers complement the General Rules Governing Tenders for NGOs.

**No account can be taken of any reservation in the tender in respect of the procurement documents; any disagreement, contradiction, alteration or deviation shall lead to the tender offer not being considered any further.**

Prospective tenderers must submit their offer by depositing it in the tender box, located at Fondazzjoni għall-Patrimonju Kulturali ta' l-Arcidiocesi ta' Malta, Archbishop's Curia, St Calcedonius Square, Floriana FRN 1535 MALTA. Any references in the tender document or tender forms to uploading of tender documentation and forms is to be ignored. **Tenderers must submit one original tender offer as well as a soft copy on a USB (soft copies of the tender offers submitted on CD are strictly not acceptable).** Furthermore in the soft copy of the tender offer, Tenderers must submit the Bill of Quantities duly filled in, in excel format apart from a scanned copy of the filled in Bill of Quantities. It is important that the full tender bid package is provided in soft copy given that due to Covid 19 pandemic, utilisation of the soft copy will be highly required throughout the evaluation process. Tender reference number and tender title must be clearly indicated on the sealed bid. Prospective tenderers take full responsible to submit their offer by the set tender submission deadline.

**Note:**

Where in this tender document a standard is quoted, it is to be understood that the Contracting Authority will accept equivalent standards. However, it will be the responsibility of the respective bidders to prove that the standards they quoted are equivalent to the standards requested by the Contracting Authority.

The Estimated Procurement Value for this Call for Tenders has been based on comprehensive research including appropriate financial analysis. In the context of this procurement, the Estimated Procurement Value, based on market research, is that of €52,300 excluding VAT.

The purpose of this value shall be the guidance of prospective bidders when submitting their offer and is not to be considered as a binding capping price. Therefore, the published Estimated Procurement Value is not restrictive and final on the Contracting Authority. Economic Operators are free to submit financial offers above or below the Estimated Procurement Value. However, the Contracting Authority reserves the right to accept or reject Financial Offers exceeding the Estimated Procurement Value.

- 1.2 The subject of this tender is the supply, delivery, installation, testing and commissioning of an environment control system consisting of air conditioning system and dehumidification for the Pilgrim Lodge Museum in Mellieha.
- 1.3 The place of acceptance of the supplies shall be The Pilgrim's Lodge, Misrah il-Migja tal- Papa Gwanni Pawlu II (Sanctuary of Our Lady Square), Mellieha, the time-limits for the execution of the contract shall be 15 weeks from the commencement date, and the INCOTERM<sup>2020</sup> applicable shall be **Delivery Duty Paid (DDP)**.
- 1.4 This is a global price contract.
- 1.5 This call for tenders is being issued under an open procedure.
- 1.6 The beneficiary of this tender is *Fondazzjoni għall-Patrimonju Kulturali ta' l-Archdiocese ta' Malta*.

- 1.7 This tender is not a reserved contract.

## 2. Timetable

2.

|                                                                                                                                                                                                                                                                                                                                                              | DATE       | TIME       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|
| Clarification Meeting/Site Visit (Refer to Clause 6.1)                                                                                                                                                                                                                                                                                                       | 06/10/2022 | 09:30 CEST |
| Deadline for request for any additional information from the NGO<br><br>Clarification requests should be addressed to: <i>NGOs e-mail address</i>                                                                                                                                                                                                            | 10/10/2022 | 17:00 CEST |
| Last date on which additional information can be issued by the NGO                                                                                                                                                                                                                                                                                           | 17/10/2022 | 20:00 CEST |
| Deadline for submission of tenders<br>(unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering for NGOs)                                                                                                                                                                                                                  | 24/10/2022 | 09:30 CEST |
| Tender Opening<br>Due to the Covid-19 Pandemic tender opening session will take place on 26/10/2022 and general public will not be allowed to attend physically. Tenderers are to leave their email address when submitting the tender and a TEAMS invitation will be sent to the bidders to connect should they wish to witness the tender opening session. | 26/10/2022 | 09:00 CEST |
| * All times Central European Time (CET) / Central European Summer Time (CEST) as applicable                                                                                                                                                                                                                                                                  |            |            |

## 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. Variant Solutions

- 4.1 Variant solutions are not permissible.

## 5. Financing

- 5.1 The project is *co-financed* by the European Union, in accordance with the rules of Operational Programme I - European Structural and Investment Funds 2014-2020 programme
- 5.2 The Contracting Authority of this tender is **Fondazzjoni għall-Patrimonju Kulturali ta' l-Arcidiocesi ta' Malta**.

## 6. Clarification Meeting/Site Visit

- 6.1 A clarification meeting/site visit will be held on the date and time indicated in Clause 2, at **Mellieha Sanctuary Museum, Mellieha** to answer any questions on the tender document which have been

forwarded in writing, or are raised during the same meeting. Minutes will be taken during the meeting, and these (together with any clarifications in response to written requests which are not addressed during the meeting) shall be posted online on the NGOs website as a clarification note as per the General Rules Governing Tendering for NGOs.

Meetings between economic operators and the NGO, other than that provided in this clause during the tendering period are not permitted.

## **7. Selection and Award Requirements**

- 7.1 In order to be considered eligible for the award of the contract, economic operators must provide evidence that they meet or exceed certain minimum criteria described hereunder.

### **(A) Eligibility Criteria**

Economic Operators are to complete the necessary documents as follows: (Note2)

- (i) No Bid Bond is required. (Note 1)
- (ii) Declare agreement, conformity and compliance with the General Rules Governing Tenders for NGOs. (Note 2A)
- (iii) Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment by submitting a declaration to this effect. (Note 2A)
- (iv) Power of Attorney (if applicable) (Note 2A)
- (v) Submission of the declaration form that stipulates that following signature of contract, the successful bidder, will provide evidence in respect of the requirements stipulated regarding Energy Efficiency through the Energy Efficiency Form (if applicable) (Note 2A)
- (vi) Information re Joint Venture/Consortium (Note 2A)

(B) Exclusion (including Blacklisting) and Selection Criteria - information to be submitted through the completion of the following declaration forms:

- (i) Declaration concerning exclusion grounds (Note 2A)
- (ii) Declaration on selection criteria (Note 2A)

### **(C) Technical Specifications**

- (i) **Technical Questionnaire in response to the specifications in line with the template provided.** (Note 3)
- (ii) **Furthermore, bidders shall submit draft method statement on how the environment control system will installed, tested, commissioned and operated. This submitted method statement shall not bind the Contracting Authority to use the submitted method statement but may serve as a benchmark on how the system shall be installed, tested commissioned and operated.** (Note 3)
- (iii) **Literature** as per Form marked 'Literature List' to be submitted with the Technical offer at tendering stage. **No changes to the information provided in the Literature submitted will be allowed. Literature submitted shall be rectifiable only in respect of any missing documents.** (Note 2B) **Not applicable for this tender**

(iv) **Tenderers are NOT requested to supply Samples at Publication Stage.**

The Tender Evaluation Committee will, if it so requires, ask bidders to supplement the technical offer already submitted with samples as indicated in the Sample List. Such a request will be sought from the Bidders during the Adjudication Stage and must be provided within five (5) days of being notified to do so. <sup>(Note 3)</sup> Not applicable for this tender.

**(D) Financial Offer**

- (i) The Tender Form and Tenderer's Declaration are to be completed and submitted with the offer <sup>(Note 3)</sup>
- (ii) A financial offer is to be submitted by filling in the financial Bill of Quantities which has been issued with the tender (the locked version issued with the tender is to be used), and is to be calculated on the basis of Delivered Duty Paid (DDP)<sup>2020</sup> (Grand Total) for the works tendered <sup>(Note 3)</sup>

**Notes to Clause 7:**

1. Tenderers will be requested to clarify/rectify, within five (5) working days from notification, the tender guarantee only in the following four circumstances: incorrect validity date, and/or incorrect value, and/or incorrect addressee and incorrect name of the bidder. Rectification in respect of the Tender Guarantee (Bid Bond) is free of charge.

2. A) Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five (5) working days from notification. B) Tenderers will be requested to rectify/submit only missing documents within five (5) working days from notification. No changes to the information provided in the Literature submitted will be allowed. Literature submitted shall be rectifiable only in respect of any missing information. All Rectifications are free of charge.

3. No rectification shall be allowed. Only clarifications on the submitted information may be requested.

**8. Tender Guarantee (Bid bond)**

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

**9. Criteria for Award**

- 9.1 The sole award criterion will be the price. The contract will be awarded to the tenderer submitting the cheapest priced offer satisfying the administrative and technical criteria.

## SECTION 2 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

### Part X of the Public Procurement Regulations

270. Any tenderer or candidate concerned, or any person, having or having had an interest or who has been harmed or risks being harmed by an alleged infringement or by any decision taken including a proposed award in obtaining a contract, a rejection of a tender or a cancellation of a call for tender after the lapse of the publication period, may file an appeal by means of an objection before the Review Board, which shall contain in a very clear manner the reasons for their complaints.

271. The objection shall be filed within ten calendar days following the date on which the NGO has by fax or other electronic means sent its proposed award decision or the rejection of a tender or the cancellation of the call for tenders after the lapse of the publication period.

272. The communication to each tenderer or candidate concerned of the proposed award or of the cancellation of the call for tenders shall be accompanied by a summary of the relevant reasons relating to the rejection of the tender as set out in regulation 242 or the reasons why the call for tenders is being cancelled after the lapse of the publication period, and by a precise statement of the exact standstill period.

273. The objection shall only be valid if accompanied by a deposit equivalent to 0.50 per cent of the estimated value set by the NGO of the whole tender or if the tender is divided into lots according to the estimated value of the tender set by the NGO for each lot submitted by the tenderer, provided that in no case shall the deposit be less than four hundred euro (€400) or more than fifty thousand euro (€50,000) which may be refunded as the Public Contracts Review Board may decide in its decision.

274. The Secretary of the Review Board shall immediately notify the Director and/or the NGO as the case maybe that an objection had been filed with his authority thereby immediately suspending the award procedure.

275. The NGO involved, as the case may be, shall be precluded from concluding the contract during the period of ten calendar days allowed for the submission of appeals. The award process shall be completely suspended if an appeal is eventually submitted.

276. The procedure to be followed in submitting and determining appeals as well as the conditions under which such appeals may be filed shall be the following:

- (a) any decision by the General Contracts Committee or the Special Contracts Committee or by the NGO shall be made public by affixing it to the notice-board of the same NGO as the case may be or by uploading it on Government's e-procurement platform prior to the award of the contract if the call for tenders is administered by the NGO;
- (b) the appeal of the complainant shall also be affixed to the notice-board of the Review Board and shall be communicated by fax or by other electronic means to all participating tenderers;
- (c) the NGO and any interested party may, within ten calendar days from the day on which the appeal is affixed to the notice-board of the NGO and uploaded if/where applicable on the Government's e-procurement platform, file a written reply to the appeal. These replies shall also be affixed to the notice-board of the Review Board and where applicable it shall also be uploaded on the Government's e-procurement platform;
- (d) within three working days of the publication of the replies, the Secretary of the Review Board shall prepare a report (the Analysis Report) analysing the appeal and any reply to



it. This report shall be circulated to the persons who file an appeal and to all parties who submitted a reply to the appeal;

(e) after the preparatory process is duly completed, the Director or the Head of the NGO shall forward to the Chairman of the Review Board all documentation pertaining to the call for tenders in question including files, tenders submitted, copies of deposit receipts and any motivated letter;

(f) The secretary of the board shall inform all the participants of the call for tenders, the NGO of the date or dates as the case maybe when the appeal will be heard;

(g) When the oral hearing is concluded, the Public Contracts Review Board, if it does not deliver the decision on the same day, shall reserve decision for the earliest possible date to be fixed for the purpose, but not later than six weeks from the day of the oral hearing:

Provided that for serious and justified reasons expressed in writing by means of an order notified to all the parties, the Public Contracts Review board may postpone the judgment for a later period.

(h) The secretary of the board shall keep a record of the grounds of each adjournment and of everything done in each sitting;

(i) After evaluating all the evidence and after considering all submissions put forward by the parties, the Review Board shall decide whether to accede or reject the appeal.

## 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.

For the purposes of contracts issued by NGOs, the term 'approval from the Central Government Authority' shall be substituted by the term 'approval by the Head responsible for that NGO'; Furthermore, any references to the Contracting Authority throughout the General Conditions shall be deemed to be referring to the NGO responsible for that procurement.

### *Article 2: Law Applicable*

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

### *Article 3: Order of Precedence of Contract Documents*

- 3.1 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 financial bid form (after arithmetical corrections)/breakdown;
  - (g) the tender declarations in the Tender Response Format;
  - (h) any other documents forming part of the contract.

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

### *Article 4: Communications*

- 4.1 Further to what is stated in the General Conditions, any communication should be made on:

Fondazzjoni għall-Patrimonju Kulturali ta' l-Arcidiocesi ta' Malta  
The Archbishop's Curia, Saint Calcedonious Square, Floriana  
FRN 1535  
Tel: 2590 6400  
Email Address: fond.pkam@gmail.com

Communications between the Contracting Authority and/or the Supervisor on one hand, and the Contractor on the other, shall be exclusively in writing and in the English language. Specific and standard procedures of communication (templates of request for information, contract submittal, site instructions, time of communication and for replies, frequency of meetings) shall be agreed among the Contracting Authority and the winning bidder within fifteen (15) days from the Commencement Date of the Contract, unless otherwise specified in these Special Conditions and in Section 4 - Technical Specifications.

### *Article 7: Supply of Documents*

- 7.4 User manuals, including drawings, of the items supplied must be provided to the Contracting Authority. These are required in PDF / standard drawing format (as applicable) and Printed Document format. The language of the documentation must be in English.

Any documents presented by the Contractor are to be submitted for approval to the Contracting Authority and the Supervisor During a priori. The contractor will allow 14 calendar days for such confirmation. If the confirmation is in the negative, the Contractor will have 7 days to rectify the documents.

***Article 8: Assistance with Local Regulations***

- 8.3 The contractor is responsible for complying with local regulations at his expense to ensure the project is compliant with all the relevant local regulations.

***Article 9: The Contractor's Obligations***

- 9.1 Contractors may be required to suspend all or part of the works being carried out in order not to disturb any official function or activity held as indicated by the Contracting Authority. The contractor will be notified of such suspension of works at least 48 hours in advance and will not be eligible for compensation, apart from an extension of time.

***Article 10: Origin***

- 10.1 As per General Conditions

***Article 11: Performance Guarantee***

- 11.1 The Contractor shall, within 15 calendar days of receipt of the contract, sign and date the contract and return it together with a copy of the Performance Guarantee to the Contracting Authority.  
The amount of the guarantee shall be 4% where the amount of the total contract value is between €10,000 and €500,000 exclusive of VAT.
- 11.3 The performance guarantee shall be in the format given in Section 5 and shall be provided in the form of a bank guarantee. It shall be issued by a bank in accordance with the eligibility criteria applicable for the award of the contract. It is to be noted that the Contracting Authority will not affect any payment to the Contractor until the performance guarantee has been submitted.
- 11.7 90% of the Performance Guarantee shall be released upon commissioning and certification of the supplies. The remaining 10% will be released upon the closure of the 5 year after sales period.

***Article 12: Insurance***

- 12.1 Without prejudice to Article 12 of the General Conditions, the contractor is required to insure for the whole duration of the contract for the items supplied for:
1. accidental loss, destruction or damage up to replacement value of such items amounting to €100,000 (exc VAT) up to the point of installation, testing and

commissioning and any damage done to the building within which the system will be installed;

2. third party liability in respect of accidental bodily injury (fatal or non-fatal) to or disease contracted by any person and accidental loss of or damage to property up to a minimum limit of indemnity of €1,500,000 (one million and five hundred thousand euro) per occurrence and in the aggregate.

Both policies are to:

(a) provide insurance cover from time of delivery at the designated address situated at the Pilgrim's Lodge, Misrah il-Migja tal- Papa Gwanni Pawlu II (Sanctuary of Our Lady Square), Mellieha up to the point of installation and commissioning. Cover is to also include the storage period between time of delivery and commissioning;

(b) include the Fondazzjoni għall-Patrimonju Kulturali ta' l-Arcidiocesi ta' Malta as joint insured under the policies. Both policies are to include the Cross Liability clause.

***Article 13: Performance Programme (Timetable)***

- 13.1 The Contractor shall submit a programme of works for the approval of the Project Manager. This should take into account the duration of the contract, which is 15 weeks from the commencement date.
- 13.2 The timetable must include the order, the delivery, the installation, commissioning and certification of the required items within this tender.

***Article 14: Contractor's Drawings/Diagrams***

- 14.1 Any documents and drawings presented by the Contractor are to be submitted for approval to the Contracting Authority and the Supervisor During a priori. The contractor will allow 14 calendar days for such confirmation. If the confirmation is in the negative, the Contractor will have 7 days to rectify the drawings.

All formally issued drawings will be supplied in standard drawing format. Sketches, design development drawings, calculations and any other associated documentation will also be supplied in PDF format or standard drawing format as applicable.

***Article 15: Tender Prices***

- 15.1 The contractor will ascertain that all the respective prices include double handling. The Contractor shall be deemed to have taken into account in its tender price all works, fees and costs that are necessary to complete the project and to fully hand over in operational condition.

***Article 16: Tax and Customs Arrangements***

- 16.3 Prices provided should be inclusive of duties and taxes but exclusive of VAT.

***Article 17: Patents and Licences***

- 17.1 Not applicable.

***Article 18: Commencement Order***

- 18.1 The Commencement Date for this contract shall be 1 week from the date of the order to commence with this assignment. The performance of the contract is to commence on order to start works. The order to start works will not be issued later than two (2) months from the last date of signature shown on contract.

Commencement will be not be allowed unless the Contractor has furnished the Contracting Authority with the Insurance Policy and the Performance Guarantee. Delay in submitting the documentation following the elapse of three week period from the last date of signature of the contract, will result in daily penalties of €50 a day up to a maximum 2% of the contract value

***Article 19: Period of Execution of Tasks***

- 19.1 The period of performance of this contract is 15 weeks from the Commencement indicated in the Order to Start Works.

The Contractor shall be liable to a deduction of 1% of the contract price per calendar day's delay up to a limit of 20% of the total contract price.

Upon reaching the maximum penalty, the Contracting Authority reserves the right to terminate the contract and seek the services of a third party for the completion of the contract and the Contractor will be liable for any additional costs incurred by the Contracting Authority.

***Article 22: Modification to the Contract***

- 22.1 Subject to the provisions of the Public Procurement Regulations, the Contracting Authority reserves the right to vary the quantities specified by a maximum of 15% of the contract value which would have become necessary for the purpose of achieving the scope of the contract.
- 22.11 The provisions provided for in Article 22.11 of the General Conditions shall not be applicable to this contract.
- 22.12 The provisions provided for in Article 22.12 of the General Conditions shall not be applicable to this contract.
- 22.13 During implementation, the bidder cannot change the brand of the material that he has proposed at tender bid submission stage.

***Article 25: Inspection and Testing***

- 25.2 The goods will be delivered, installed, tested and commissioned to ensure proper operation.

***Article 26: Methods of Payment***

- 26.1 Payments will be made in Euro.

Request for payments shall be authorised by the Contracting Authority, and paid by the Treasury Department.

26.3 As per General Conditions

26.5

| Payment schedule      |                                                                                                                                                                                      |                       |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
|                       |                                                                                                                                                                                      |                       |
| Pre-financing payment | As per details provided below.                                                                                                                                                       | 20% of Contract Value |
| Interim payment       | After delivery of the supplies at the indicated address as confirmed by the Project Supervisor appointed by the Contracting Authority.                                               | 40% of Contract Value |
| Final payment         | After the installation, testing and commissioning of the supplies at the indicated address, following certification by the Project Supervisor appointed by the Contracting Authority | 40% of Contract Value |

The pre-financing payment will be effected against the provision of the Pre-financing Guarantee as a security guaranteeing repayment in full of this pre-financing.

The pre-financing guarantee shall be released at the point of delivery of the required items at the indicated address.

**Article 28: Delayed Payments**

28.1 The Contracting Authority shall pay the contractor sums due within 60 days of the date on which an admissible payment is registered, in accordance with Article 26 of these Special Conditions. This period shall begin to run from the approval of these documents by the competent department referred to in Article 26.1 of these Special Conditions. These documents shall be approved either expressly or tacitly, in the absence of any written reaction in the 30 days following their receipt accompanied by the requisite documents.

28.2 Once the deadline laid down in Article 28.1 has expired, the Contractor may, within two (2) months of late payment, claim late-payment interest:

- a) meaning simple interest for late payment at a rate which is equal to the sum of the reference rate and at least eight percent (8%);
- b) on the first day of the month in which the deadline expired.

The late-payment interest shall apply to the time which elapses between the date of the payment deadline (exclusive) and the date on which the Contracting Authority's account is debited (inclusive).

**Article 29: Delivery**

29.1 Further to the provisions of the General Conditions, the Contractor shall bear all risks relating to the supplies until the commissioning and certification of the requested items at the destination. The supplies shall be packaged so as to prevent their damage or deterioration in transit to their destination.

29.2 The Contractor shall provide such packaging of supplies as is required to prevent their damage or deterioration in transit to their destination as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling, exposure to extreme

temperatures, salt and precipitation during transit and open storage. Package size and weight shall take into consideration, where appropriate, the remoteness of the final destination of the supplies, and the possible absence of heavy handling facilities at all points in transit.

No supplies shall be shipped or delivered to the place of acceptance until the Contractor has received a delivery order from the Project Manager. The Contractor shall be responsible for the delivery at the place of acceptance of all supplies and supplier's equipment required for the purpose of the contract.

- 29.3 The packaging shall remain the property of the Contractor subject to respect for the environment.
- 29.5 Delivery shall be deemed to have been made when there is written evidence available to both Parties that delivery of the supplies has taken place in accordance with the terms of the contract, and the invoice(s) and all such other documentation specified in the Special Conditions, have been submitted to the Contracting Authority. Where the supplies are delivered to an establishment of the Contracting Authority, the latter shall bear the responsibility of bailee, in accordance with the requirements of the law applicable to the contract, during the time which elapses between delivery for storage and acceptance.

***Article 32: Warranty***

- 32.1 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 or workmanship.

This warranty shall cover the equipment, parts and labour, and shall remain valid for 2 (two) years after the provision of the commissioning certificate.

***Article 35: Breach of Contract***

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

***Article 41: Dispute Settlement by Litigation***

As per General Conditions

## **SECTION 4 -SPECIFICATIONS/TERMS OF REFERENCE** (Note 3)



## **1.0 TECHNICAL SPECIFICATIONS**

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### **1.1 PREAMBLE**

The specifications shall be read in conjunction with the contract conditions, the drawings and the bill of quantities, which together form the tender document.

All equipment quoted for in this tender shall be new and shall conform to the relevant MSA EN or BS, EN or IEC standards. Equipment to other standards may be considered subject to these being of equivalent or superior standard to the ones mentioned. The Tenderer must provide documentation to back such a claim to the satisfaction of the Engineer. Where reference to British Standards is made in these technical specifications, the equivalent standard applicable in the EU shall be acceptable.

All components, equipment and material falling under legal notices issued relative to the Quality Control Act (Cap.225) must be CE marked.

#### **1.1.1 SITE VISIT**

Contractor is to visit and familiarize himself with the site of works and NO CLAIMS WHATSOEVER arising from lack of knowledge of site will be accepted once the works are taken in hand.

Tenderers are advised to inspect the site of works to ascertain the conditions of the site. No claims arising from lack of ascertaining the site conditions shall be entertained after the award of the contract.

#### **1.1.2 MEASUREMENTS AND QUANTITIES**

Contractor is to take all the necessary physical measurements before ordering of material as all re-measurable quantities quoted in this BOQ are indicative.

Any discrepancies between the quantities in the bill of quantities and the measured quantities on site shall be brought up to the attention of the engineer and project manager in writing.

Tenderers are advised to inspect the site of works to ascertain the conditions of the site and to take the necessary measurements. No claims arising from lack of ascertaining the site conditions shall be entertained after the award of the contract.

#### **1.1.3 DELIVERY OF MATERIAL**

Due to the historical nature of the surrounding areas, the contractor is to provide alternative methods for delivery of material and should take care for the existing pavement and surrounding properties and boundary wall at Misrah iz-Zjara tal-Papa Gwanni Pawlu II. No damage should be made to these Scheduled buildings.

The contractor shall inform the project manager of any deliveries on site and shall also advise on how and where the deliveries will take place. No deliveries shall be made prior of the approval of the project management that the proposed delivery method is acceptable.

Contractor shall allow a provision in the bill of quantities for fees related to any statutory permits required for the successful completion of the project as may be necessary for the Contractor's operation on site.

#### **1.1.4 PROTECTION OF SITE AND SURROUNDING AREAS**

Contractor is to take all reasonable steps to protect the environment on and off the site and to avoid damage and nuisance to persons or to private or public property resulting from noise or dust pollution arising as a consequence of the Contractor's methods of operation.

#### **1.1.5 PROTECTION OF SITE FINISHES**

During the course of works, special care is to be given to the remaining finishes such as, stairs marble, window and door apertures including box frames, stone moulded features, etc. Any damages resulting during works will be made and paid for by the Contractor.

#### **1.1.6 INSURANCE**

Prior to commencing any works on site, the Contractor shall submit documentary evidence and / or copies of policies for the insurance cover for plant, equipment and personnel on site and Insurance cover against the damages to third party or public property. All documentation submitted must be in line with the requirement as laid down in the Contract Document.

### **1.2 GENERAL SPECIFICATIONS FOR INSTALLATION OF MECHANICAL EQUIPMENT**

#### **1.2.1 GENERAL**

Except where otherwise stated, workmanship shall comply with British Standard Codes of Practice where applicable. It shall be of the highest standard throughout. The contractor shall ensure that the standard of finish demanded by this contract is achieved. Branded materials shall be assembled, constructed and joined in accordance with the manufacturer's instructions and recommendations.

#### **1.2.2 OUTDOOR UNIT/S**

The outdoor unit/s shall be installed, supported and adequately isolated, so that no vibration transmission shall occur between it and the structure. Suppliers' recommended working clearances shall be strictly adhered to. The contractor shall include any civil works in connection with the outdoor unit and any related equipment such as plinths or the inclusion of RSJ's to support the equipment. The exact location shall be as instructed by the client.

### **1.2.3 REFRIGERANT PIPES**

When installing copper pipes, proper measures shall be taken to prevent the tubes from getting contaminated or moistened. During brazing, nitrogen gas must be passed to prevent oxidation. The end of each length of pipe shall be covered. Special care shall be taken to avoid the ingress of dirt when passing copper pipes through a hole. Before carrying out a thorough vacuum operation the copper pipe system shall be flushed systematically as recommended by the manufacturer with nitrogen. This operation shall be carried out on both liquid and gas pipes. Also, before the vacuum operation an 'airtight test' shall be carried out. This should be done in steps in order to eliminate major leaks. Pressure should be increased up to a maximum value as indicated by the manufacturer and kept for 24 hours.

Pipes shall be securely bracketed at intervals according to the manufacturer's instructions. All pipe work shall be supported by means of split-type galvanized steel brackets, incorporating a rubber insertion around the whole of the circumference. The bracket itself shall be supported by a single stud, bolted to a proprietary galvanized steel U channel which shall allow the stud to slide sideways during installation, and thereby achieve a neat finish. For horizontal runs at roof level, the U channel sections shall be anchored down to specifically made concrete slabs laid on the roof. The cost of slabs and U channel brackets shall be deemed to have been included in the tendered rate for the pipes.

### **1.2.4 DRAINS**

Drain pipes shall be properly joined in accordance with the manufacturer's recommendations and slope downstream at a gradient of 1:100 and not less than 1:250. Access through screw caps shall be installed at strategic points in case of pipe blocking. Hanging bars/supports shall be installed every 1 to 1.5m so that drain pipes will be adequately supported without kinks. After the completing the drain system, this shall be checked for any leaks and that water flows freely. Also, the drain pump of each indoor unit shall be checked to see that it functions properly.

Under no circumstances shall joints in pipes (PVC and copper) be made in the thickness of walls, floors or ceilings. Pipes shall not be embedded in walls or floors unless specifically directed.

Drains from the air-conditioning system and the de-humidification system shall connect with the existing gulley's at lower level. All pipework shall include proprietary support systems and closed cell insulation, installed as per manufacturer's instructions. Fittings, supports and insulation are deemed to be included in the tendered rates.

### **1.2.5 PIPE INSULATION**

Insulation shall be applied in such a manner that air circulation between it and the pipe shall be avoided. It shall only be applied after the pipes have been pressure tested to the satisfaction of the Engineer.

### **1.2.6 CIVIL WORKS**

Civil works connected with the installation mainly include the preparation of holes through walls. These shall be carried out by the civil contractor. Holes shall be neatly prepared and to the size suitable for the fan, duct or pipe being fitted. Oversize holes shall be neatly finished following the

equipment installation. Other minor civil works may include chasing and the support of the items of equipment.

### **1.2.7 PAINTING**

All rusted metal surfaces shall be wire-brushed down to bare metal and shall not be painted prior to the approval of the Engineer. All painted surfaces which are meant to remain exposed, shall be given a coat of primer and two final coats of high gloss enamel paint of approved colour. All galvanized metal surfaces shall be given adequate coats of etching primer and two final coats of high gloss enamel paint of an approved colour.

### **1.2.8 ELECTRICAL WORKS**

Electrical works carried out in connection with the above detailed works shall be strictly in accordance with the latest edition of the I.E.E. and Enemalta regulations. This shall include power factor correction where necessary.

The electrical supply to the various equipment shall be provided near each outdoor unit but the contractor shall be responsible for connecting up the equipment to this available supply which shall be suitably terminated. The contractor shall also connect up the units to their controllers which shall be positioned as indicated on drawings.

Multicore PVC sheathed, PVC insulated cable shall comply with BS60228:2005. Appropriate adaptors shall be used wherever the cable enters or exits a metal or plastic enclosure.

The Contractor shall ensure and provide a good earthing and bonding of all equipment and structures.

### **1.2.9 FIXING TO THE BUILDING STRUCTURE**

Light fixings to brick, concrete or other masonry materials shall be by correctly sized screws fitted into plastic or metal expanding plugs located in correctly sized holes drilled in the structure. Light fittings to cavity constructions shall be gravity or spring toggles, or expanding rubber sleeve fitted on to screws.

All holes shall be carefully drilled by slow speed rotary drills as recommended by the manufacturer of the fixing devices. Percussion type boring devices and shot fired fixings shall not be used without prior approval in writing by the Site Project Manager/Engineer.

Where fittings to steelworks are required, they shall be by the use of metal clamps/hook bolts or similar devices where the method of fixing does not require any drilling or cutting of the steelworks. Under no circumstances should structural steelworks be cut or drilled.

In all cases, the particular type and size of fixing device used shall be in accordance with the manufacturers' recommendations having regard to the application and the load to be carried by the fixing device.

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Any drilling and making of screwed or bolted fixings to the structure shall be included in the tender offer. Proposals for fixings shall be discussed with and approved by the Engineer and any possible restrictions shall be ascertained before submission of the tender.

**All screws and bolts going in the walls / ceiling must be in stainless steel and bituminous tape must be installed between all metal fittings and stone / walls / ceilings. No Chasing in all walls / ceilings is allowed unless as agreed with the Site Project Manager/Engineer.**

### **1.2.10 TESTING AND COMMISSIONING**

All commissioning and testing shall be carried out in accordance with CIBSE commissioning Code Series A to the full satisfaction of the site Engineer.

The Contractor shall be responsible to provide all test points, test instruments and any related equipment for carrying out such tests, even if such requirements are not detailed and specified elsewhere on these documents.

The Contractor shall provide the Engineer with all certified performance characteristics and test data for all of the functional equipment.

Under no circumstances shall piping be buried or insulated before tests have been carried out to the satisfaction of the Engineer and before the Engineer has authorized the contractor to do so.

### **1.2.11 RECORD DRAWINGS AND MANUALS**

The contractor shall provide drawings to the scales not less than those used for tendering purposes. These drawings shall show plans and such sections as the engineer may consider necessary to show all required information clearly.

All the foregoing drawings shall be specially prepared and the final copies shall consist of one negative and three prints of each drawing. The final 'as fitted' drawings shall be submitted to the engineer within three weeks from the date of handing over of the installation.

Technical manuals for each item of equipment shall be submitted to the Engineer together with the drawings and at the same time. These shall be comprehensive and shall include spares ordering information. Sales brochures shall not be accepted in this respect.

### **1.2.12 MAINTENANCE**

The tender shall include **full and comprehensive maintenance** of all equipment for the duration of the guarantee period or 24 months from commissioning, whichever is the longest. A detailed maintenance agreement shall be submitted with the offer. A log book shall also be kept by the client listing critical values of readings taken during each maintenance visit. Detailed maintenance procedures shall be listed in the agreement.

### **1.3 GENERAL SPECIFICATIONS FOR THE INSTALLATION OF ELECTRICAL LOW VOLTAGE SYSTEMS**

#### **1.3.1 WORKMANSHIP**

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

#### **1.3.2 FIXING TO THE BUILDING STRUCTURE**

Light fixings to brick, concrete or other masonry materials shall be by correctly sized screws fitted into plastic or metal expanding plugs located in correctly sized holes drilled in the structure. Light fittings to cavity constructions shall be gravity or spring toggles, or expanding rubber sleeve fitted on to screws.

All holes shall be carefully drilled by slow speed rotary drills as recommended by the manufacturer of the fixing devices. Percussion type boring devices and shot fired fixings shall not be used without prior approval in writing by the Site Project Manager/Engineer.

Where fittings to steelworks are required, they shall be by the use of metal clamps/hook bolts or similar devices where the method of fixing does not require any drilling or cutting of the steelworks. Under no circumstances should structural steelworks be cut or drilled.

In all cases, the particular type and size of fixing device used shall be in accordance with the manufacturers' recommendations having regard to the application and the load to be carried by the fixing device.

Any drilling and making of screwed or bolted fixings to the structure shall be included in the tender offer. Proposals for fixings shall be discussed with and approved by the Engineer and any possible restrictions shall be ascertained before submission of the tender.

**All screws and bolts going in the walls / ceiling must be in stainless steel and bituminous tape must be installed between all metal fittings and stone / walls / ceilings. No Chasing in all walls / ceilings is allowed unless as agreed with the Site Project Manager/Engineer.**

#### **1.3.3 TESTING AND COMMISSIONING**

All the works provided as part of the contract shall be inspected and commissioned in accordance with the relevant MSA EN or BS, EN or IEC standards to the satisfaction of the Engineer. All installations shall be inspected and tested in sections as the work proceeds and on completion as complete systems and it shall be noted that the Engineer may require inspecting or testing any equipment during erection.

All tests shall be arranged in co-operation with the Engineer and he shall be given prior notice of the time, location and nature of the test. No test shall be considered valid unless the Engineer is

present. All necessary skilled and unskilled labor shall be provided for attendance duties before, during and after the test.

Defects occurring at any time during the test shall be made good and a complete re-test shall be carried out, all at no extra cost. Where failure during a test, inspection or commissioning process results in damage to the building fabric and/or services not provided as part of this contract, or requires subsequent builders' work then these items shall be made good at no extra cost.

No section of the works shall be in any way concealed prior to testing and inspection and subsequent concealment where applicable shall only take place following written authority from the Engineer.

All necessary facilities, measuring and recording instruments for inspection/testing and commissioning are to be calibrated as necessary before use. The Engineer reserves the right to call for a demonstration of the accuracy of any instrument used.

All systems shall be commissioned only after inspection and testing procedures have demonstrated the integrity of the system.

#### **1.3.4 INSTRUCTION OF EMPLOYERS STAFF**

The employer's staff will be instructed in the operation and maintenance of the installations by qualified personnel, who shall be fully conversant with the operations and maintenance procedures required for all systems, and where necessary specialist sub-contractor staff shall be made available to enable complete instructions to be given.

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

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

#### **1.3.5 MAINTENANCE AND RECORD DRAWINGS**

The contractor shall provide a thorough and easily understandable operation and maintenance manual which should enable non-technical staff to operate the system on a day to day basis and the management staff to plan for and execute routine maintenance.

The contractor shall provide drawings to the scales not less than those used for tendering purposes. These drawings shall show plans and schematics as the engineer may consider necessary to show all required information clearly.

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

## **2.0 SYSTEM DESCRIPTION AND DESIGN CONDITIONS**

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### **2.1 System Description**

Temperature and relative humidity are essential elements for the care of the artifacts collection within the museum. Adequate environmental control is highly important for the prevention of mould growth, pests, deterioration and warping.

The artefacts to be installed within the museum include both organic (wood, paper, cotton, linen, wool, silk, parchment, leather, etc.) and inorganic matter (glass, stone, ceramics, metal, etc.). Both organic and inorganic materials are affected by the conditions of the surrounding air with particular attention to the temperature and relative humidity. The conditions of the internal environment shall be controlled with an environmental control system.

The environmental control system being proposed for installation within the Mellieha Pilgrims Lodge shall be composed of the following:

- Variable Refrigerant Flow (VRF) air-conditioning system with hi-wall type units serving all rooms within the museum connected with multiple outdoor units to provide conditioned air.
- Split type air-conditioning system with a single hi-wall unit connected to an outdoor unit serving the back of house room to provide conditioned air.
- Wall mounted dehumidifiers to provide dehumidification within all rooms of the museum.

The indoor units of the VRF system shall be individually controlled via remote controllers. The system shall also include a central controller which connects all indoor and outdoor units and provides local override facilities to the client.

The dehumidification units shall be individually controlled via remote controllers.

### **2.2 Design Conditions**

The following design conditions shall be kept, during operating hours, within the museum:

|              |             |
|--------------|-------------|
| Temperature: | 16°C - 20°C |
| Humidity:    | 40% – 70%   |



### 3 TECHNICAL SPECIFICATIONS FOR AIR CONDITIONING SYSTEM

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#### 3.1 *System Description*

Air conditioning shall be by means of packaged variable refrigerant flow/volume systems incorporating compact VRF outdoor units and high wall type indoor units. A split type air conditioning system shall be installed for the back of house area.

Both systems shall be capable of absorbing the heat gains from the building structure, occupants and other sources present within the area in order to maintain the conditions of 24 deg. C. D.B. when operating at an external ambient temperature of 35 deg. C. D.B. **The manufacturer's literature supplied with the offer shall clearly state that the units shall remain operational for long period without tripping when the ambient temperature reaches 43 deg. C.**

Tenderers are requested to note the building layout and the location of the indoor and outdoor units. They shall confirm that the indoor units as connected to the outdoor unit will operate efficiently. Moreover, it is to be ensured that the equipment offered is suitable to operate within the physical restrictions of the building layout in terms of pipe lengths and difference in levels between the outdoor and indoor units.

#### 3.2 *Submittals*

Prior to acceptance of the proposed system and equipment, the Contractor shall submit together with his quotation a description of the equipment and its components as offered together with all relevant manufacturer's catalogues, illustrations and diagrams. All relevant technical and descriptive literature shall be in English. Literature shall be supplied for the following:

- VRF outdoor units (compact type)
- Indoor units (high-wall type)
- Split type system (outdoor and indoor unit)
- Refrigerant pipework
- U-PVC drain pipes
- Closed cell insulation including UV protection
- AC central controller
- Galvanised steel cable trays complete with cover
- Rubber support system for cable trays

All equipment and installation shall be guaranteed for a minimum period of 24 months against faulty workmanship and materials. If during this period any parts or equipment have to be changed, the guarantee on that part shall be renewed for another year from date of replacement.

The energy label as regards Council Directive 92/75/EEC for each air conditioning unit shall be included with the technical literature. Units which are not Class A rated shall not be accepted.

#### 3.3 *Scope of Works*

This specification details the requirements for the provision, installation and commissioning of Variable Refrigerant Volume/Flow type systems supplying room indoor units. These shall be of

the air cooled; heat pump packaged multi-system type and shall be suitably protected for external application.

It is expected that these plants be highly reliable and that all equipment shall operate with maximum quietness as well as to maintain the required conditions automatically. The heat pumps shall be located at roof level, the exact location to be agreed by the Engineer and as indicated on the drawings.

Outdoor units shall be weather protected and suitably coated against corrosion with a finish best suited for the local climate.

Works also include the supply and installation of:

- The air conditioning equipment including outdoor and indoor units and any ancillary equipment required for a complete installation.
- The piping system including fittings, valves, insulation, drains, etc. for a complete piping and drain system.
- Testing and commissioning of the complete air conditioning systems.
- Making good of any holes to the outside of the building so as to render these weatherproof.

## ***Air Conditioning Equipment***

### ***3.4 Energy Efficiency***

The energy label as regards Council Directive 92/75/EEC for each air conditioning unit shall be included with the technical literature. Preference shall be given to those products which run more efficient on cooling and heating modes.

### ***3.5 Outdoor Units***

The outdoor unit shall be factory assembled VRF unit housed in a galvanized sturdy steel casing coated in a baked enamel finish or acrylic paint. It shall be of the packaged direct expansion heat pump multi-system type.

This unit shall be of the compact type with height not exceeding **850mm** and of the side flow configuration, drawing air in from the back and discharging hot air at the front. It shall include any sound absorbing material and vibration eliminators (anti vibration mountings) required to ensure that the overall noise level of the unit is within the specified limit and that no vibration is transmitted to the building structure.

It shall be possible to connect at different type and capacity, individually controlled indoor units to one refrigerant circuit.

Cooling Capacity: The required cooling capacity for the individual systems shall be obtained by using one or more units as necessary. If more than one unit is used to obtain the required cooling capacity, then they must be connected together so that only one set of risers are required.

|               |                       |
|---------------|-----------------------|
| Power Supply: | 220-240V 1-phase 50Hz |
| Refrigerant:  | R410A                 |

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Compressors: at least 1 per unit.  
Max. Noise level: 70 dB (A) at 1m

The **compressors** shall be of the highly efficient hermetic scroll type mounted on vibration absorbing material. They shall be equipped with a thermal protection device. The units shall be designed to operate utilizing one compressor when the other is out of order. They shall be equipped with inverter control capable of changing the speed in accordance with the cooling or heating load requirement. Other types of compressors may be accepted if they are equivalent or superior to those specified. If so, full descriptive and technical literature shall be supplied to support this deviation.

The **heat exchanger** shall be constructed with seamless copper tubes mechanically bonded to aluminum fins. The entire assembly shall be treated with a suitable protective coating against saline environments.

**Fan/s** shall be direct driven propeller blade type with external protective wire guard. The fan motors shall include a thermal protection device. They shall be resiliently mounted to avoid vibration transmission.

The **refrigerant circuits** shall be of copper tubing and shall include an accumulator, liquid and gas shutoff valves and a solenoid valve. All necessary safety devices shall be provided to ensure the safe operation of the system. The refrigerant system shall be factory charged with R410A and refrigerant oil and shall include a charging valve.

An **Oil Recovery System** shall be incorporated into each unit to ensure stable operation with long refrigerant piping.

The following **Safety Devices** shall be incorporated in each outdoor unit:

### Supply Power

- Phase failure protection
- Phase reversal protection
- Over and under voltage protection
- Voltage difference between phases protection

### Compressor

- Safety thermostat
- Crank case heater
- Over current protector for the inverter

### Other Safety Devices

- Fan motor thermostat
- High pressure switch
- Fusible plug
- Short recycling guard timer
- Inverter fan thermal
- Over current protector for inverter
- PC board fuse

The following sensors shall also be included to make available the indicated parameters.

- High pressure sensor
- Low pressure sensor
- Thermistor for outdoor air
- Thermistor for heat Exchange
- Thermistor for discharge pipe
- Thermistor for suction pipe

### **3.6 Indoor Units**

The indoor units shall be:

- High wall type

The indoor units shall be of the high wall type. The cooling capacity for the units shall be quoted at medium fan setting. All units shall have a low profile and an attractive and aesthetically pleasing design. They shall be equipped with a three-speed fan possibility for low, medium and high speeds. Each unit shall be equipped with a remote controller.

Automatic discharge deflection grilles shall be provided on the air outlet to allow for directional control. These shall swing automatically to ensure an even distribution or else they may be set in a fixed position. Inlet grilles shall be fixed direction. These shall be made of high temperature resistant thermoplastic and shall not warp with prolonged use.

Acoustical and thermal insulation shall be used throughout the indoor unit. The fans shall be mounted on self-aligning bearings. Motors shall be silent running, rubber mounted and equipped with thermal overloads. Air filters shall be of the washable, cassette type, rapidly removed and accessible.

Each unit shall include an electronic control valve to regulate the flow of refrigerant to the unit according to the load variations of the room.

The unit shall have easy access to the following components without the necessity of removal or dismantling:

- Wiring diagram and identification plate
- Terminal strips and electrical connections
- Valves and refrigerant pipe connections
- Blower motor assembly
- Air filter
- Air intake and discharge grilles
- Condensate tray

### **3.7 Control**

#### **3.7.1 Remote Controllers**

All indoor units in each level shall be equipped with a remote controller. The temperature sensors for the units shall be housed within the remote itself.

Each remote controller shall at least have the following functions for each indoor unit:

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- Unit start/stop
- Operating mode selection
- Fan speed regulation (at least three speeds)
- Temperature regulation
- Timer setting

Each remote controller shall at least display the following information:

- The set temperature
- The operating mode
- The fan speed

### 3.7.2 Central Remote Controller

The system shall be equipped with a central remote-control station which will enable the controller to program the various settings for the different units comprising the system from a remote location, overriding the local remote controllers. Each Central unit shall be capable of handling the number of connected indoor units.

The following controls shall be available for each indoor unit:

- Unit start/stop
- Operating mode selection
- Fan speed regulation (at least three speeds)
- Temperature regulation
- Timer setting.

The controller shall be capable of displaying the following information for each indoor unit:

- The set temperature
- The operating mode
- The fan speed
- Abnormal operation of the unit
- Programmed time

## 3.8 Outdoor Condensing Unit of Split Type System

### 3.8.1 Components

The main components of the outdoor unit shall be housed in a galvanized enclosure neatly finished in suitable paint. The outdoor unit shall be supplied with anti-vibration mounting. This shall also be galvanized.

### 3.8.2 Compressor

The compressor shall be equipped with inverter control capable of changing the speed in accordance with the cooling or heating load requirement.

The compressor shall be rendered soundproof by being mounted in a compartment or by other means. Inspection panels shall be easily removable facilitating access to all electrical and mechanical components and controls.

A protection grille shall cover the fan and this shall be weather proof. Weatherproof protection grilles shall also be provided for the air intake and discharge. The motors shall be silent running and fitted with rubber anti-vibration mountings.

### **3.9 Refrigerant Pipes and Fittings**

Pipes connecting the indoor and outdoor units shall be run in de-oxidized phosphorous copper and shall include all necessary branch joints or headers as required to connect the indoor units. Long pipe lengths or coiled pipe should be used to avoid the necessity for frequent soldering. The copper pipe employed should be with insulation coating. All pipes and fittings shall be insulated using closed-cell insulation at least 19mm thick.

Piping design shall be such as to ensure proper operation of the system, even with long pipe lengths. Sizing of pipes shall be carried out by the tenderer, based on the manufacturer's recommendations, bearing in mind the number of indoor units connected to the same outdoor unit, the overall length of pipe and the difference in levels between the indoor and outdoor units. Allowance shall also be made for the addition of other indoor units at a later date so as to make use of the full potential of the outdoor unit cooling capacity.

Copper pipes and fittings shall have brazed joints. Tube ends shall be cut square and all burrs removed prior to cleaning ends for jointing. All pipes shall be blanked off during the course of the installation to prevent the ingress of dirt and other materials which may otherwise block the pipes. The Contractor shall be responsible to comply with this provision under all circumstances.

Pipes shall be securely bracketed at intervals according to the manufacturer's instructions. All pipe work shall be supported by means of split-type galvanized steel brackets, incorporating a rubber insertion around the whole of the circumference. The bracket itself shall be supported by a single stud, bolted to a proprietary galvanized steel U channel which shall allow the stud to slide sideways during installation, and thereby achieve a neat finish. For horizontal runs at roof level, the U channel sections shall be anchored down to specifically made concrete slabs laid on the roof. The cost of slabs and U channel brackets shall be deemed to have been included in the tendered rate for the pipes.

### **3.10 Drain Pipes**

These shall be run in suitable, UPVC material. Pipes and fittings shall be bonded together using the manufacturer's recommended adhesive. The necessary inspection and cleaning fittings shall be fitted to permit regular and easy maintenance of the system. All condensate pipes shall be insulated and kept as short as possible, sloping downwards to avoid airlocks. The condensate drains should be appropriately sized.

### **3.11 Pipe Insulation**

The insulation used on refrigerant pipes and on condensate drain pipes shall have a closed cell structure, which is a built-in vapor barrier with a very high resistance to water vapor transmission.

The insulation shall have a low thermal conductivity. The insulation shall be rated to Class 1 and shall have an operating range of between 0 and 120 deg. C. and shall be self-extinguishing. It shall have a high resistance to water ingress and have a low toxicity index.

The water vapor diffusion resistance factor shall be superior to 5000 (DIN 52615 or equivalent). It must be dust free, fiber free and CFC free with an ODP of zero. Insulation installed outside shall be UV protected. It shall be protected by a minimum of 2 coats of paint as recommended by the manufacturer and must be carried out within the recommended period.

The following characteristics shall be clearly indicated on the manufacturer's literature submitted with the offer:

- Water vapor permeability
- Thermal conductivity
- Fire performance
- UV protection

### **3.12 Noise and Vibrations**

Particular attention shall be given to the internal and external noise generated by the equipment. The selected equipment offered shall observe the noise criteria listed below and any additional sound treatment shall be deemed to have been included in the tender price.

The maximum permissible noise levels are detailed below.

|         |           |
|---------|-----------|
| Inside  | 45 dB (A) |
| Outside | 62 dB (A) |

The internal noise level shall be as measured within each space.

The external noise level shall be as measured 1m away from the unit.

Vibration transmission from the equipment to the building shall be kept to an absolute minimum by means of anti-vibration mountings. All such mountings shall be deemed to have been included in the tender price.

### **3.13 Galvanized Steel Cable Tray and Fittings**

Steel cable tray shall be used on the roof to support the lagged copper pipes running to the outdoor units. This shall be hot dipped galvanized after forming, medium duty return flange unless otherwise specified. The cable trays shall include a galvanized top cover for mechanical and UV protection. The top cover shall be easily fixed and fits over the cable tray without any additional means of securing.

Cable tray shall be adequately supported and shall not deflect more than 6mm between supports. All cables installed on cable trays shall be securely fixed using stainless steel cable ties. Supports for cable trays at roof level shall be of the rubber support with aluminum Unistrut channel recessed into the top face for fixing of services resting across the support. The supports shall be designed for light loads and shall be made of durable rubber. Examples of such supports are shown below:



The cable tray installation shall be electrically continuous and bonded to the main earth terminal.

Supports of cable tray installed internally shall be galvanized or primed and painted with 2 coats of zinc-enriched paint. C

able tray running externally shall be mounted on galvanized brackets or channel.

### **3.14 Builder's Work**

The Tenderer is to include in his rates for any civil works required for the proper execution of the works. Holes in reinforced concrete or structural members shall only be made after approval by the Engineer or Architect in charge. All holes shall be made good with appropriate material and such making good shall be deemed to have been included in the tendered rates.

Light fixings to brick, concrete or other masonry materials shall be by means of correctly sized screws fitted into plastic or metal expanding plugs located in correctly sized holes drilled in the structure. Light fittings to cavity constructions shall be by gravity or spring toggles, or expanding rubber sleeve fitted on to screws.

Slow speed rotary drills as recommended by the manufacturer of fixing device, shall be used to carefully drill all holes. The use of percussion type boring devices and shot fired fixings, shall not be acceptable without approval in writing by the Engineer.

In all cases, the particular type and size of fixing device used shall be in accordance with the manufacturer's recommendations having regard to the application and the load to be carried by the fixing device.

Any drilling and making of screwed or bolted fixings to the structure shall be included in the offer.

Proposals for fixings shall be discussed with and approved by the Engineer and any possible restrictions shall be ascertained before submission of the offer.

All screws and bolts going in the walls / ceiling must be in stainless steel and bituminous tape must be installed between all metal fittings and stone / walls / ceilings. No Chasing in all walls / ceilings is allowed unless as agreed with the Engineer.

## **4 TECHNICAL SPECIFICATIONS FOR DEHUMIDICATION SYSTEM**

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## **4.1 Scope of Works**

This specification details the supply, installation and commissioning of a dehumidification system consisting of wall mounted dehumidifiers complete with drain connections.

## **4.2 Submittals**

Prior to acceptance of the proposed system and equipment, the Contractor shall submit together with his quotation a description of the equipment and its components as offered together with all relevant manufacturer's catalogues, illustrations and diagrams. All relevant technical and descriptive literature shall be in English. Literature shall be supplied for the following:

- Wall mounted dehumidifier including controls

## **4.3 System Overview**

The dehumidifier shall remove excess moisture from the air and maintain a good level of humidity within a set parameter.

Each dehumidifier shall have the following features:

- High moisture extraction at low power consumption
- Zero ozone depleting refrigerant
- Low internal operating pressures
- Fan cycle or continuous mode
- Adjustable air outlet vents (horizontal and vertical adjustment)
- Remote humidistat and on/off function.
- Air temperature thermostat

## **4.4 Wall mounted dehumidifier**

### **4.4.1 Construction**

The unit shall be of the floor-standing high performance and high capacity type with high moisture extraction. The dehumidifier shall have an elegant design and a strong robustness suitable for dehumidification of heritage sites and measure. The operation of the unit shall be fully automatic.

The dehumidifier shall include an integrated humidistat with the possible connection of a remote humidistat. The user shall be allowed to set a required humidity level in the space. The humidistat shall switch the dehumidifier on and off automatically, as required, to maintain the desired humidity level.

The dehumidifier shall include a connection to a fixed condensate drain. Each unit shall incorporate a high efficiency air filter, washable and easily replaceable.

The unit shall include a polyester coated evaporator and condenser enclosed in a polyester coated galvanized steel cabinet.

The unit shall meet the following requirements:

|                       |                                                     |
|-----------------------|-----------------------------------------------------|
| Operating temperature | 0 – 35 deg C                                        |
| Dehumidification rate | 15 liter / 24 hr. (at 30 deg C, 60% RH)             |
| Air flow              | 200 - 300 m3/hr.                                    |
| Refrigerant           | R407c or equivalent                                 |
| Sound pressure level  | 53 dB (A) at 3m                                     |
| Power supply          | 230-240V/1ph/50Hz                                   |
| Dimensions            | not to exceed 780 (L) x 650 (W) x 270 (D) (approx.) |

## **4.5 Drain Pipes**

These shall be run in suitable, UPVC material. Pipes and fittings shall be bonded together using the manufacturer's recommended adhesive. The necessary inspection and cleaning fittings shall be fitted to permit regular and easy maintenance of the system. All condensate pipes shall be insulated and kept as short as possible, sloping downwards to avoid airlocks. The condensate drains should be appropriately sized.

## **4.6 Control**

### **4.6.1 Remote Controllers**

All dehumidification units in each level shall be equipped with a remote controller.

Each remote controller shall at least have the following functions for each unit:

- Unit start/stop
- Humidity level regulation
- Operating mode selection
- Fan speed regulation (if provided)
- Timer setting

Each remote controller shall at least display the following information:

- The set humidity level
- The operating mode
- The fan speed setting

## **4.7 Civil Works**

Civil works connected with the installation mainly include the preparation of holes through walls, some of which may be made from concrete blocks. The contractor shall carry these out. Holes shall be neatly prepared and to the size suitable for the fans and ducting being fitted. These shall be made good and rendered weather proof if located on the outer walls of the building or leading to a shaft exposed to the outside. Other civil works include chasing and the support of the equipment.

## **4.8 Documentation**

The Contractor shall submit:

Version 1.2 NGO procurement document

- a set of two operating and maintenance manuals for all equipment in the ventilation system including wiring and circuit diagrams, list of spares, commissioning records and test results.
- as fitted drawings consisting three sets of prints and one copy on CD ROM.

## **5 TECHNICAL SPECIFICATIONS FOR ELECTRICAL LOW VOLTAGE INSTALLATION**

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### **5.1 Scope of works**

The work comprises the electrical LV installation to supply a new consumer unit at the roof level of the Pilgrim's Lodge in Mellicha which will supply the outdoor VRF AC system.

### **5.2 Submittals**

Prior to acceptance of the proposed system and equipment, the Contractor shall submit together with his quotation a description of the equipment and its components as offered together with all relevant manufacturer's catalogues, illustrations and diagrams. All relevant technical and descriptive literature shall be in English. Literature shall be supplied for the following:

- Cables
- Distribution boards and switchgear
- Moulded accessories

### **5.3 Regulations and standards**

The installation shall conform to the following regulations and standards:

- Electricity Supply Regulations issued by Enemalta Corporation including amendments.
- IET Wiring Regulations "Requirements for Electrical Installations" – 18th Edition including amendments.
- BS EN Standards as specified or their equivalent.

### **5.4 Electrical supply**

The electrical supply shall be 400/230V  $\pm 10\%$ , 50 Hz, three phase, four wire earthed neutral (TT) system.

### **5.5 Wiring system**

Mains wiring from the main distribution board to the roof consumer unit shall be carried out in:

- XLPE/LSZH cables on cable tray

Wiring for final circuits shall be carried out either:

- in single core, LSZH insulated cables drawn into LSZH conduit, in chase

OR

- or in XLPE/LSZH cables on cable tray

as indicated in drawings, schematics and distribution board schedules.

All wiring shall be of the Low Smoke Zero Halogen type (LSZH, LS0H, LSHF or OHLS). Items rated as Low Smoke and Fume (LSF) or Reduced Propagation (RP) will not be accepted.

Cable sizing shall be as indicated in the schematic drawings and in the distribution board schedules.

Cables with single strand conductors or with an overall conductor c.s.a. of less than 1.5sqmm shall NOT be used.

Loop connections shall only be made in accessible boxes or accessories.

Continuous cable runs only shall be used. Jointing of cables is not allowed.

Rates quoted shall include terminations, glands and bushes etc. as required.

Wiring insulation shall have the following colour coding:

Single phase circuits:

- Phase: brown
- Neutral: blue
- Protective conductor: green and yellow

Three phase circuits:

- L1: brown
- L2: black
- L3: grey
- Neutral: blue
- Protective Conductor: green and yellow

## **5.6 Cables**

### **5.6.1 Single/Multi Core Cables**

All 3-phase sub-main and final-circuit cables shall have factory-colored insulation in accordance with the Standards. Single-phase power circuits connected to a 3-phase distribution board shall have factory-colored marking sleeves on the phase conductor within the distribution board to identify the phase to which it has been connected.

A protective (earthing) conductor consisting of a single-core LSZH insulated multi-strand cable colored green-yellow shall be provided with every final sub-circuit and run in the relevant LSZH conduit in order to provide the necessary earth-continuity. The size of the earth-continuity conductor shall follow the BS7671 Regulations but in any case, conductors shall not be smaller than 2.5mm<sup>2</sup>.

The minimum size of wiring used shall not be less than 2.5 mm<sup>2</sup> for power circuits. Larger conductors shall be used to prevent voltage drops exceeding the limits specified by BS7671.

The Contractor shall terminate all wiring in the fitting, accessory, outlet or other equipment and a suitable and reasonable length of slack cable shall be left at all points of connections to accessories, light fittings and other equipment.

### **5.6.2 Main Cables**

Main cables refer to the cabling between the main distribution boards and the roof consumer unit.

All main cabling shall be low smoke halogen free (LSZH) of 600V/1000V grade, installed on cable trays as applicable.

- Cable Design Characteristics:  
**XLPE/LSZH cables:**
  - Insulation - XLPE
  - Core Identification - Each single core shall have colored insulation common throughout the whole installation.
  - Conductor – Class 2 stranded Copper conductor.
  - Construction - The cores shall be constructed in concentric layer.
  - Bedding – LSZH
  - Sheath - XLPE.

It is up to the Contractor to ensure that there is sufficient earthing for the designed earth fault loop impedance to be reached – however all power cables shall be 5-core cables; however, should 4-core cables be used, a separate single core earth cable of the same size shall be installed throughout the length of the 4-core cable and tied to it.

### **5.6.3 Cable Termination Kit**

All cables shall be adequately terminated using cable glands, earth tags, in accordance with cable manufacturers' recommendations and current codes of practice and standards. The gland shall be neatly covered using a cable shroud that normally forms part of the termination kit.

### **5.6.4 Cable Lugs**

All sizes of cables shall be adequately terminated using cable lugs.

### **5.6.5 Cable Cleats**

Cable cleats shall be of the hook and clamp type consisting of two dissimilar halves made of reinforced nylon. The units shall be of appropriate size for the cables. Fixing centers shall be in accordance with cable manufacturers' recommendations and current codes of practice.

### **5.6.6 Cable Identification**

All cables shall be identified at their points of termination and along the routes at a distance of not more than 10 meters.

Additionally, where cables change direction or pass through walls, floors, ceilings, etc., an identification label shall be provided; note where access cannot be obtained to both sides of an obstruction simultaneously (e.g. at a wall) the cable shall be labelled on both sides of the obstruction.

The label shall be fixed securely to the outer cable sheathing and shall contain the following information:

- Cable reference number
- Origin of cable
- Destination of cable
- Cable type, number of cores and CSA in mm<sup>2</sup>.

### **5.6.7 Cable Identification**

Upon completion of the Cabling & Wiring Installations a test report shall be submitted giving all relevant details as called for in the relevant standards & the Contract. The test report shall be endorsed by the Contractor's Warranted Electrical Engineer, who shall certify that the installation

is in accordance with the requirements of the relevant standards, it is fully in accordance with these Employer's requirements and also complies with any requirements of relevant standards.

### **5.7 Cable Management.**

Refer to specific section in technical specifications for M&E systems.

## **5.8 Electrical Distribution Boards**

### **5.8.1 Specifications for Distribution Boards**

Distribution boards supplying electrical services within the premises shall be TPN, surface mounting and of thermosetting (GRP) halogen free construction complete with a hinged door with locks that can be opened with specialized triangular keys.

The enclosure shall include DIN rails for the mounting of switchgear. Earth and neutral busbars shall be of sufficient capacity to accommodate each individual circuit separately shall be included.

Distribution boards shall have a minimum protection rating of IP65, have insulation class II and an impact rating of IK10 as per IEC/EN 62262

RCD's where installed, shall conform to BS IEC 1008-2-2:1990.

Miniature circuit breakers are to comply with BS EN 60898-1:2003+A13:2012 and are to provide short circuit and overcurrent protection.

RCBO's where installed, shall conform to BS EN 61009.

Short circuit rating for incoming MCB's shall be 10kA minimum. Short circuit rating for outgoing MCB's shall be 6kA minimum.

MCB's for lighting and small power shall have a type C tripping characteristic.

MCB's for lift motor circuits shall have a tripping characteristic suitable for high starting motor currents.

Unused ways shall be blanked off.

## **5.9 Earthing and bonding**

All equipment at roof level, cable trays and consumer units/distribution boards shall be earthed and a complete equipotential bonding shall be achieved.

Each section of the cable trays shall be earth linked together with appropriately sized earth links or minimum 6.0 sq.mm earth copper conductor to the consumer unit earth bar.

Earthing conductors at the main earth bar shall be terminated using appropriate lugs and bolted to the earth bar.

## **5.10 Moulded accessories**

### **5.10.1 General**

Moulded accessories shall be uniform throughout the installation, suitable for surface mounting over recessed boxes, and ivory white in colour. All materials shall be LSZH.

Boxes shall be installed in recess with the front edge of the box at approximately 2mm behind the finished wall surface. Boxes used for wiring terminations and to hold moulded accessories shall be secured with a minimum of one roundhead screw.

Boxes shall be fitted with manufacturer supplied adaptors to connect to conduit. Direct conduit entry into box knockouts shall not be accepted.

### **5.10.2 Fused spur outlets**

Fused Spur Outlets 13A are to comply to BS 5733:2010+A1:2014 and are to be double pole switched with pilot lamp and cartridge fuse in removable fuse holder.

### **5.10.3 Cord outlets**

Cord outlets are to be unfused when fed from a fused spur outlet and shall include a terminal block for proper termination of cables and a cord grip for the outgoing cable. Cord outlets shall be used to supply accessories such as water heaters, strip heaters etc.

## **5.11 Other Accessories**

### **5.11.1 Switch disconnectors**

Switch disconnectors for outdoor use shall be of thermoplastic construction and rated to at least IP65. For indoor use, switch disconnectors shall be of thermoplastic construction unless stated otherwise with an IP rating as shown on the drawings.

Switch disconnectors shall comply with the requirements of BS EN 60947-3 and shall be capable of disconnecting on load. Two pole devices shall be utilized for single phase circuits, four pole for three phase circuits. Disconnection shall be simultaneous on all poles. All switch disconnectors shall have the facility to be padlocked in the ON or OFF position.

## **5.12 Labels and Charts**

The Contractor shall provide a printed chart giving details of each circuit, in all distribution boards. The chart shall be enclosed in a transparent plastic envelope attached to the inside of the door of the consumer unit or distribution board.

Labels shall be made of white plastic, with 5mm high engraved letters and figures colored red for warning labels and black where informative. Labels are to be fixed by means of screws and not adhesives.

Consumer units and distribution boards are to be marked with clear engraved letters and figures colored black. The marking shall consist of the DB number for the distribution boards.

A plastic label with clear engraved letters and colored red shall also be installed at the main earth terminal and shall read:

**“SAFETY ELECTRICAL CONNECTION – DO NOT REMOVE”**



### **5.13 Inspection and testing**

The Contractor shall be responsible for the testing of the electrical installation as recommended in the IET Wiring Regulations "Requirements for Electrical Installations" – 18th Edition including amendments. In this regard, the Contractor shall furnish test certificates to the Engineer, on request.

The Contractor shall also be responsible for submitting the application to Enemalta for the provision of the electricity service. The Contractor shall include for the provision of drawings and schematics as well as the inspection and test Certificates for each individual service as required by Enemalta. The Enemalta application fee does not fall within the scope of the contractor and shall be paid directly by the client.

### **5.14 Commissioning and testing**

On completion of the works, the Contractor shall carry out full scale testing and commissioning of all installations to demonstrate their performance to the satisfaction of the Engineer.

### **5.15 Operating and maintenance instructions**

On completion of all works and prior to handing over, the Contractor shall provide two copies of the complete set of operating and maintenance manual comprising of the following (where applicable):

- General description of the installation, indicating the manner of working of each system, forming part of the works.
- Full instructions for starting up, operating and shutting down each individual assembly
- Instructions as to the frequency and full requirements of routine and regular preventive
- Maintenance necessary to maintain the equipment in a good working condition. This information is to be supplemented by the Manufacturer's Maintenance Instructions for all of equipment.
- A recommended spare parts list including current price of each part, the
- Manufacturer's address and local agent.
- Wiring diagram of the system and equipment.
- Three sets of "as fitted" drawings and one soft copy.

## **6.0 BILL OF QUANTITIES**

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### General Notice

The quantities forms part of this contract are listed in the Bills of Quantities. However, the Employer reserves the right to include other works as deemed necessary.

Furthermore, it is the prerogative of the Employer and the Employer alone which additional works may be included under this contract and which additional works will not form part of this contract. In this regard the Contractor will have no right to prevent the Employer from engaging other parties to carry out additional works of a similar nature as long as a valid reason is given to the contractor in advance.

## **7.0 TENDER DRAWINGS**

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The following drawings are included in this tender document:

- 8880/01                    -     Air Conditioning System Layout – Level 0
- 8880/02                    -     Air Conditioning System Layout – Roof Level
- 8880/03                    -     Section A-A
- 8880/04                    -     Dehumidification System Layout – Level 0
- 8880/05                    -     Cable Management System Layout – Level 0
- 8880/06                    -     Electrical DB schedule and schematic

## **SECTION 5 - SUPPLEMENTARY DOCUMENTATION**

### ***5.1 - Draft Contract Form***

### ***5.2 - Glossary***

### ***5.3 - Specimen Performance Guarantee***

### ***5.4 - General Conditions of Contract***

The full set of General Conditions for Works Contracts, for Supplies Contracts and for Services Contracts (latest version as applicable on the date of the publication of this tender) can be viewed/downloaded from the 'Resources Section' at:

[www.etenders.gov.mt](http://www.etenders.gov.mt)

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.

It is important to note that since this tender is being issued by an NGO, any reference to the Central Government Authority and the Department of Contracts within the General Conditions, should be read as the Contracting Authority.

### ***4.8 - General Rules Governing Tendering for NGOs***

The contents of this procurement document complement the latest version of the General Rules Governing Tenders applicable on the date of the publication of this tender, the Terms of Use and the Manual for Economic Operators applicable to Government's e-Procurement Platform (available from the Resources section of [www.etenders.gov.mt](http://www.etenders.gov.mt)).

