



THE ST JOHN'S CO-CATHEDRAL FOUNDATION

Tender for the Supply, Delivery & Commissioning only
of
LUMINAIRES and LIGHT CONTROL SYSTEM
for the Grand Masters' Crypt
at
ST JOHN'S CO-CATHEDRAL
VALLETTA, MALTA

Date Published: 16 January 2019

Closing Date: 1 February 2019

Time: 12:00 HRS

Tender Reference: STJCF 001/19

Tender Dossier

The set of tender documents comprises the following documents and constitutes the entire Tender Dossier. It should furthermore be read in conjunction with any clarification notes issued by the Foundation:

Contents

Tender Dossier	i
Part 1. Instructions to Tenderer	1
1.1. Initial Consideration	1
1.2. Validity and Closing Date.....	1
1.3. Reservations	3
1.4. Award of Tender.....	3
1.5. Compiling the Tender	4
1.6. Responsibility for Payment of Expenses	5
1.7. Documents	5
1.8. Clarifications, Omissions and Discrepancies.....	5
1.9. Supply of Goods.....	5
1.10. Prices	6
1.11. Covering of Tendered Rate.....	6
1.12. Contact with the Foundation	6
1.13. Objections	6
1.14. Correspondence	8
1.15. Law	8
Part 2. General Conditions of Contract.....	9
2.1. Definitions	9
2.2. Language	9
Part 3. Contract Terms and General Obligations.....	10
3.1. Guarantee of Supplies	10
3.2. After-Sales Service	10

3.3.	Payment	11
3.4.	Delivery of the Goods	11
3.5.	Damage to Persons and Property	12
3.6.	Penalty for Delay	12
3.7.	Reservations in the case of Infringement of Conditions.....	12
3.8.	Assignment, Transfer and/or Sub-contract	13
3.9.	Application Law and Jurisdiction	13
Part 4.	Tenderer's Declaration	14
Part 5.	Supplies Agreement	17
Part 6.	Contractor's Information Sheet.....	20
Part 7.	Appendix to Tender.....	21
Part 8.	LITERATURE LIST	22
Part 9.	TECHNICAL SPECIFICATIONS	24
Part 10.	TECHNICAL OFFER.....	35
Part 11.	BILL OF QUANTITIES	38

Tenderers bear sole liability for examining the tender documents with appropriate care, including those design documents available for inspection, any clarification notes to the tender documents issued during the tendering period and for obtaining reliable information with respect to conditions and obligations that may in any way affect the amount or nature of the tender or the execution of the works. In the event that a bidder is successful, no claim for alteration of the tender amount will be entertained on the grounds of errors or omissions in the obligations of the tenderer described above.

The bidder must provide **all** documents required by the provisions of the tender document. All such documents, without exception, must comply strictly with these conditions and provisions and contain no alterations made by the bidder.

Part 1. Instructions to Tenderer

Tenderers are hereby invited to submit their proposals for the **supply, delivery and commissioning only of luminaires and lighting control system for the Grandmasters' Crypt** at St John's Co-Cathedral including specifications of supplies and cost.

1.1. Initial Consideration

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 Foundation. Tenderers are expected to examine carefully and comply with all instructions, contract provisions and specifications contained in this tender document.

No account can be taken of any reservation contained in the tender document submitted by the tendered and any disagreement, contradiction, alteration or deviation shall lead to the tender offer not being considered any further.

It shall be the Foundation's sole discretion whether to request rectifications in respect of incomplete/non-submitted information pertinent to the documentation.

The Foundation retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.

1.2. Validity and Closing Date

The Foundation reserves the right to consider not valid any tender submitted unless:

- It is submitted on the attached form and all parts duly filled in;
- If the specification of materials is not submitted;
- If it does not demonstrate the ability to carry out the works;
- It is received before or on the closing date and time stated in this dossier;
- In the case of a Limited Liability Company, Co-operative or other Legal Person, it is signed by a person or persons duly and legally authorised to act on behalf of the company and such authorisation is duly evidenced;
- In all other cases it is signed by the party tendering;

- Marked STCJ001/19
- The postal address of the bidder is stated in the tender.

1.2.1. Submissions are to be addressed to:

The St John's Co-Cathedral Foundation
St John's Co-Cathedral
St John Street
VALLETTA VLT 1156

1.2.2. Sealed tenders on the prescribed form and in accordance with the specifications and conditions attached thereto shall be received at this office up to noon of **FRIDAY, 1 FEBRUARY 2019**.

1.2.3. The successful tenderer shall, where the conditions of the tender so specify and at the discretion of the Foundation, be called to **sign the contract and special conditions attached to the tender** where and when required to do so.

The contract fees shall be borne by the successful tenderer.

The tenderer whose offer is accepted shall incur a penalty equal to ten per cent (10%) of the estimated value of the contract should he fail to call either personally or by proxy to sign the contract for two consecutive times when requested to do so. Moreover, if the said tenderer fails to furnish information and/or documents necessary for the drawing up of the contract this shall be construed as unwillingness on the part of the tenderer to sign the contract and shall render the applicant personally responsible and liable to the penalty aforesaid. This notwithstanding, the said tenderer shall remain responsible to carry out his obligations under the conditions governing the contract and shall be subjected to the penalties specified in those conditions although a formal contract was not executed.

In case of default of the successful tenderer as stipulated in this clause, the Foundation shall reserve the right to cancel the appointment and select another tenderer. The defaulting successful tenderer shall be liable for any expenses that the Foundation may suffer due to such default and shall not hold the Foundation responsible in any manner whatsoever for any expenses incurred or damages suffered throughout any part of the tender application process.

1.2.4. Tenderers shall not retract or withdraw their tenders for the period specified in the relative Tender Form. During this period, which shall commence from the date of expiration of the time fixed for the

presentation of tenders, the tenders shall remain binding and may be accepted at any time by the Foundation.

1.3. Reservations

- 1.3.1. The Foundation reserves the right to accept, reject and cancel any tender wholly or in part and to reject all offers without giving any justifications. The Foundation reserves the right to alter any quantities and/or delete any item/s from the bills of quantities when awarding the contract, and, of dividing the contract among two or more Tenderers at its sole discretion.
- 1.3.2. The Foundation does not bind itself to accept the lowest bid or any Tender and will not give any reason for the rejection of any Tender. In no circumstances shall a Tenderer be entitled to any claim for compensation. The Tender itself does not commit or bind the Foundation in any manner whatsoever.
- 1.3.3. The Foundation reserves the right to reject bids that in its sole opinion are excessively low and may result in loss of quality of the works and/or services to be performed.

1.4. Award of Tender

- 1.4.1. The Foundation shall award the tender to a bidder (hereafter referred to as the 'preferred bidder') and in the first instance be communicated to the bidder verbally, by email or letter and in any such case the formal letter of acceptance will be dispatched within a further fifteen (15) working days from such confirmation.
- 1.4.2. The Foundation shall also inform the preferred bidder that the other bidders shall be entitled to object to the award within five (5) working days from the date of the letter of acceptance of the awarded bidder.
- 1.4.3. The award of the tender shall only be final and binding on the Foundation after any or all objections are discussed, closed and settled.
- 1.4.4. Upon receipt of the Letter of Acceptance the awarded bidder, within seven (7) days (after the objection period has closed) the successful bidder must sign the contract. The delivery period commences on such date of contract.
- 1.4.5. Should the Foundation, after careful reconsideration of objections filed before it by unsuccessful bidders, still decide in favour of the awarded

bidder, it shall proceed with the award and invite the successful bidder to sign the contract.

1.5. Compiling the Tender

- 1.5.1. Tenderers are expected to examine and make personal inspection to the artefact/site before tendering their rates to ascertain all factors affecting the execution of the works and in order to acquaint themselves thoroughly with the artefact/site and the related requirements. The tender price must include all incidental and related expenses. **A clarification meeting/site visit will be held on MONDAY, 21 JANUARY 2019 at 10:30 hrs.**
- 1.5.2. Tenderers shall fill in all the spaces provided in the attached Bill of Quantities, duly signed and accompanied by the relative leaflets, illustrations, drawings or documents, specifications and samples of materials and other specifications which they consider necessary to explain the proposal being submitted.
- 1.5.3. The tender must be completed on the accompanying Tender Form with all the blanks therein and all the schedules duly filled in ink and signed. Any tender that is incomplete or does not include the whole of the works covered by the specifications and by the conditions may not be considered.
- 1.5.4. Alterations are not to be made in the document by the bidder other than filling the blanks, but alternatives to specifications may be included and fully justified under a separate option.
- 1.5.5. No alterations are to be made to the items of the bill of quantities. If so necessary, any addition/elimination deemed indispensable/necessary to the proper execution of the project may be included and fully justified under a separate option. Any alternation or erasure to any entry made by the bidder in the bill of quantities must bear the bidder's countersignature prior to submittal.
- 1.5.6. The bidder, however, is at liberty to add any further details that he may deem desirable, and, in the event of his doing so, must print or type such details and annex the added matter to the tender submitted by him. Such additional details shall not be binding unless they are accepted and approved by the Foundation and formally incorporated in the contract.
- 1.5.7. Tenderers are to quote the price for each individual item as per schedule of the bill of quantities.

1.6. **Responsibility for Payment of Expenses**

- 1.6.1. The tenderer will bear all costs associated with the preparation and submission of the tender. The Foundation will in no case be responsible or liable for such costs, expenses or losses which the tenderer may incur, whatever the conduct or outcome of the procedure.

1.7. **Documents**

- 1.7.1. The Tenderer shall furnish complete information with the tender so that its full merit may be judged objectively with respect to the requirements and specifications listed in the tender:

- i. **Specifications** of all materials to be used;

Note: Tenderers should note that failure to submit an offer complete with all the information requested in these documents (special and general conditions of contracts, schedules of prices, etc.), including all literature and samples as requested may result in disqualification of the tender.

It shall be at the sole discretion of the Foundation to decide which practice shall be adopted for determining what constitutes a breach of this clause. Furthermore, the Foundation shall enjoy the right to request tenderers to submit missing information, samples and documentation and within what time such material should be submitted.

1.8. **Clarifications, Omissions and Discrepancies**

- 1.8.1. If the Tenderer needs clarifications as to the meaning of any portion of the conditions or of the agreement or of the specifications, he shall write in the first instance to the Foundation in order to obtain the clarifications required. In this event clarifications shall be furnished in an addendum circulated to all Tenderers.

- 1.8.2. Should the Tenderer find discrepancies in, or omissions from, the tender package, they should notify the Foundation, in writing, so the Foundation may then send written instructions to all Tenderers.

- 1.8.3. Contact shall be made by email on info@stjohnscocathedral.

1.9. **Supply of Goods**

- 1.9.1. The proposed supplies shall be delivered within the time frame **stated by tenderer**.

1.9.2. If the Tenderer does not quote the delivery period it shall be taken to mean that he is ready to supply the goods within the period specified by the Foundation. Moreover, should the delivery date submitted by the Tenderer be less than that indicated by the Foundation, this shall be considered as an asset.

1.9.3. The Foundation reserves the right to vary the quantities specified in the Bill of Quantities. The unit prices used in the tender shall be applicable to the quantities procured under the modification.

1.10. **Prices**

1.10.1. Tenderers shall submit prices/rates in euros and inclusive of VAT charges and/or other taxes. Moreover, the successful Tenderer shall be bound to conform in all aspects with VAT legislation and regulations.

1.10.2. No claim for extra payment arising from lack of knowledge of the site's condition shall be entertained.

1.11. **Covering of Tendered Rate**

1.11.1. The rates tendered shall be considered as inclusive as specified in the Bill of Quantities and delivered on site.

1.12. **Contact with the Foundation**

1.12.1. During the adjudication process that is after the specified closing date of this tender the Tenderers are advised that they **are not to contact** any officials and/or employees of the Foundation, including the Curator except to request clarifications on the call for tenders which shall be submitted in writing. Any form of other contact shall automatically disqualify the Tenderer. Such disqualification shall not only be limited to that particular tender but shall remain in force for a period as the Foundation may decide reckonable from the date of disqualification. Such disqualification is without prejudice to any other action, which the Foundation shall deem fit to take in regard to that Tenderer.

1.13. **Objections**

1.13.1. Where the estimated value of the Tender exceeds twelve thousand euros (€12,000) any tenderer shall be permitted to object to the Foundation about its decision by submitting a letter of objection presenting the Tenderer's arguments and reasons for objection

together with a deposit of 0.5% of the estimated value of the tender, with a minimum deposit of four hundred euros (€400).

- 1.13.2. Any tenderer who is aggrieved by the award may within five (5) working days from the date of notification, file a letter of objection, clearly setting forth good reason for his complaint. Any objections shall be brought to the attention of the awarded tenderer by the Foundation. The awarded tenderer shall have five (5) working days to make his own representations before the Foundation by means of a letter of representation.
- 1.13.3. The said deposit shall only be returned to the objector should the Foundation decide in favour of the objector and reconsider the award. In any other case, the said deposit shall be forfeited in favour of the Foundation and shall not be refunded to the objector.
- 1.13.4. The award process shall be suspended should an objection be received by the Foundation and shall remain suspended until the objections are decided upon by the Foundation.
- 1.13.5. The Foundation shall review the objection as well as the awarded tenderer's representations and consider the arguments placed forward. It shall at its sole discretion reserve the right to invite the objectors and the awarded tenderer to make verbal submissions and representations.
- 1.13.6. It shall be the Foundation's sole and absolute discretion to reconsider its award and proceed with the award of the tender and subsequent signing of the contract.
- 1.13.7. There shall be no other right of recourse available to the bidders and the Foundation shall not be found liable for any damages or expenses whatsoever entered into by any unsuccessful tenderers even in the eventuality that the Foundation chooses to change its award of the contract to another bidder who has placed forward an objection.
- 1.13.8. The estimated value of the contract shall be unilaterally established by the Foundation and shall not be contested by any tenderers.
- 1.13.9. The Foundation shall not be obliged to give any reasons for its decisions. The Foundation shall not be responsible for any expenses or costs incurred by the tenderers involved in an objection.

1.14. **Correspondence**

- 1.14.1. All e-mails or other correspondence, if any, relating to this tender must be supported by signed originals which shall reach The St John's Co-Cathedral Foundation within one week from the closing date of the tender.

1.15. **Law**

- 1.15.1. By submitting their tenders, tenderers are accepting that this procedure is regulated by Maltese Law, and are deemed to know all relevant laws, acts and regulations of Malta that may in any way affect or govern the operations and activities covered by the tender and the resulting contract.

Part 2. General Conditions of Contract

2.1. Definitions

2.1.1. In these conditions, and in any specifications or Special Conditions annexed hereto, the following works shall, unless otherwise indicated or unless the context otherwise requires, have the following meaning:

- 2.1.1.1. the word '**Client**' or '**The Foundation**' shall be taken to mean The St John's Co-Cathedral Foundation;
- 2.1.1.2. the word '**Curator**' shall mean the Curator or other person or persons appointed by the Foundation to inspect, certify and accept the work;
- 2.1.1.3. the word '**Contractor**' shall mean any person or persons whose tender or work is accepted by the Foundation;
- 2.1.1.4. the word '**variation**' shall mean any increase or decrease in the quantity of works or any extra work required for the completion of the contract;
- 2.1.1.5. '**Works**' means the permanent works and the temporary works or either of them as appropriate;
- 2.1.1.6. '**Site**' means the places provided by the Client where the works are to be executed;
- 2.1.1.7. '**Contingency**' means unexpected requirement/s involved in the carrying out of the project.

2.2. Language

2.2.1. The language of the Contract is English. All applications and attached documentation must be presented in English. Furthermore, all contracts must be concluded in the English Language, communications held in English and disputes settled in the English Language.

Part 3. Contract Terms and General Obligations

3.1. Guarantee of Supplies

- 3.1.1. The Contractor shall produce a Guarantee on all goods provided and referred to in this Tender document upon the terms and conditions contained or referred to herein (including all attachments) at the rates quoted in for this Tender.
- 3.1.2. This supplies Guarantee shall be covered by a retention sum equivalent to five (5%) of the contract sum for two (2) years. This shall be refunded only if any defective product resulting during the period covered by the guarantee had been made good to the approval of the Foundation.
- 3.1.3. If within the Guarantee period any defects arise, then in such case, upon the receipt of notice of such defects, the contractor shall promptly replace such at the contractor's sole cost.
- 3.1.4. During the guarantee period the contractor shall replace any defective items and material, supply labour as necessary within a maximum period of two weeks from the date that he has been given notice of such defects. Should the contractor fail to do so, the Foundation reserves the right to carry out the replacement of any defective items or materials. The cost of which shall be determined by the Foundation and deducted from the retention sum reserved for the guarantee of supplies.

3.2. After-Sales Service

- 3.2.1. The contractor shall provide and secure the provision of reliable and regular after-sales for a period of six months after the delivery of the supplies in full.
- 3.2.2. When requesting in reasonable time by the Project Supervisor, the after-sales service shall include:
 - (a) The provision of competent staff during the installation of the supplies by third parties;
 - (b) The provision of competent staff during post-installation calibrating;
 - (c) Inspecting possibly faulty supplies.
- 3.2.3. Further, the Contractor shall undertake to carry out or have carried out the maintenance and repair of supplies and to provide a rapid supply of spare parts. The Contractor must provide any/or all of the following

materials, notifications and documents pertaining to spare parts manufactured or distributed by the contractor:

- (a) Such spare parts as the Foundation may choose to purchase from the Contractor, it being understood that this choice shall not release the Contractor from any warranty obligations under the contract;
- (b) In the event of termination of production of the spare parts, advanced notification is to be given to the Foundation to allow it to procure the parts required and, following such termination, provision at no cost to the Foundation of the blueprints, drawings and specifications of the spare parts, if and when requested.

3.3. Payment

- 3.3.1. Payment excluding the retention money amount shall be paid as follows:
- 3.3.2. Forty percent (40%) of the total amount due on delivery of goods. Fifty-five percent (55%) four (4) weeks after the installation of goods.

3.4. Delivery of the Goods

- 3.4.1. The contract time for delivery shall be the period or periods stipulated in the Letter of Acceptance of tender given to the Contractor by the Foundation and shall be reckoned from the **date of receipt of the Letter of Commencement issued by the Foundation**. This letter may be sent by post and/or e-mail.
- 3.4.2. Should the Contractor anticipate at any time that he would be unable to deliver the goods within the stipulated time of the contract, he must immediately and at once give notice accordingly in writing to the Foundation explaining the cause of the delay.
- 3.4.3. The Contractor shall bear all risks relating to the goods until provisional acceptance at destination. The supplies shall be packaged so as to prevent their damage or deterioration.
- 3.4.4. Specify any specific packaging requirements.
- 3.4.5. Packaging shall become the property of the recipient subject to the respect for the environment.
- 3.4.6. Set out requirements as regards documents to accompany each delivery and markings on the packaging.

3.5. Damage to Persons and Property

- 3.5.1. Where during his course of delivery the Contractor causes any damage to the Foundation's equipment or facilities, the Contractor must report the damage immediately to the Foundation. The Foundation shall rectify the damage in any way it deems fit, the cost and expense thereof shall be borne by the Contractor.

3.6. Penalty for Delay

- 3.6.1. If the goods are not supplied and delivered within the time specified in the contract, the Contractor shall be liable to a penalty of fifty euros (€50) per calendar day up to the day on which the goods are delivered. Provided that, the Foundation may remit such penalty, wholly or in part, if it is satisfied that the delay could not be avoided on account of unforeseen conditions. In such cases delays must have been agreed and approved by the Foundation. Delays in the supply of materials to the Contractor will not be admitted as a ground for remission or deduction of penalty, except in so far as they may have arisen from strikes or other causes which could not be foreseen by the manufacturers, or suppliers of such materials.

3.7. Reservations in the case of Infringement of Conditions

- 3.7.1. Without prejudice to the Foundation'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 five percent (5%) of the value of Contract unless the Foundation elects, with regards to each particular infringement but not necessarily with regard to all infringements, to claim actual damages incurred.
- 3.7.2. The award of the contract does not exonerate the Contractor from the obligation of obtaining any other permit and/or licence that may be required under any law, principal or subsidiary, in force in Malta from time to time. Failure to obtain the necessary permits by the Contractor in relation to the work shall constitute a breach of contract and all remedies contemplated in this document shall be available to the Foundation.

3.8. **Assignment, Transfer and/or Sub-contract**

- 3.8.1. It shall not be lawful for the Contractor to transfer, assign or sub-contract the Contract or any share, rights, benefit, interest or obligations therein, or any amount due by the Foundation in regard to such Contract, directly or indirectly, in whole or in part, to any person or persons whomsoever, without the Foundation's prior written consent. Provided that in the event that any such consent is obtained by the Contractor from the Foundation, the Contractor shall at all times remain exclusively liable vis-à-vis the Foundation for the due and proper performance of all its obligations under the Contract and no relationship whatsoever shall be created between the Foundation and the person to whom the Contractor would have made any transfer or assignment or entered into any sub-contract in accordance with this condition.

3.9. **Application Law and Jurisdiction**

- 3.9.1. The Foundation and the Contractor shall endeavour to settle amicably any dispute that may arise from the contract. If no settlement is reached within one hundred twenty (120) days of the start of the amicable dispute settlement procedure, each party may seek:
- (a) Either a ruling from a National court; or
 - (b) An arbitration ruling, in the case where the parties, that is, the Foundation and the Contractor, by agreement decide to refer the matter to arbitration.
- 3.9.2. This contract shall be and be deemed to be a Maltese contract and shall be governed by and construed according to the laws for the time being in force in Malta. Notwithstanding any other disagreement or claims, the Maltese Courts shall have exclusive jurisdiction to hear and decide on the merits of the matter in dispute.

Part 4. Tenderer's Declaration

- 4.1. With reference to Tender N^o STJCF 001/19 published by **The St John's Co-Cathedral Foundation**, and to the terms of the conditions therein mentioned and those thereto attached;

I/We

(Name of firm/company/Co-operative or individual making the tender to be entered in block letters) offer to supply, deliver and commission only luminaires and lighting control system as directed by The St John's Co-Cathedral Foundation.

- 4.2. I/We, hereby declare that we have examined and accept without reserve or restriction the entire contents of the tender dossier for the tender procedure referred to above. I/We offer to provide the services requested in the tender dossier on the basis of the documents contained therein.
- 4.3. I/We have examined, and accept in full and in its entirety, the content of this tender document (including subsequent Clarification Notes issued by the Foundation) for this invitation to tender. I/We hereby accept the contents thereto in their entirety, without reservation or restriction. I/We also understand that any disagreement, contradiction, alteration or deviation shall lead to my/our tender offer not being considered any further.
- 4.4. I/We further offer to undertake to supply and deliver such goods and remedy any defects therein in conformity of the Contract and all its conditions for the sum of (€.....) and within (.....) weeks from the date of the Letter of Commencement of my/our offer.
- 4.5. I/We undertake that this tender shall not be retracted or withdrawn for a period of ninety (90) calendar days from the final date for submission of tender.
- 4.6. I/We undertake, if my/our Tender is accepted, to supply the goods within the number of days set out in the Appendix to Tender after the receipt of the Foundation's Letter of Acceptance and to complete the whole of the delivery comprised in the Contract within the time stated in the Appendix to Tender.
- 4.7. Unless and until a formal Agreement is prepared and executed, this Tender, together with the Foundation's written acceptance thereof, shall constitute a binding contract between us.

- 4.8. I/We understand that the Foundation is not bound to accept the lowest or any tender that it may receive and enjoy complete and absolute discretion in its choice of preferred bidder.
- 4.9. I/We understand that I/we am/are permitted to object to any decision taken by the Foundation. Such objection shall be made in the manner prescribed in this Tender Dossier and the only applicable remedies are those stipulated in this Dossier. I/We agree not to find the Foundation liable for any damages whatsoever should the Foundation, for any reason, choose a different bidder.
- 4.10. For the purpose of the Data Protection Act and the rules made there under, I/we hereby authorise and give The St John's Co-Cathedral Foundation my/our consent to publish my/our name/s and/or my/our firm's name, as the case may be, on The St John's Co-Cathedral Foundation's official list, which is placed on the official notice board following the opening of this tender.
- 4.11. Should I/we be chosen to perform the Work, I/we further authorise The St John's Co-Cathedral Foundation to publish my/our name/s and/or my/our firm, Company or Co-Operative's name, as the case may be as well as details regarding the Work, in any documentation that the Foundation may choose to release, detailing the works performed by me/us and information that the Foundation may deem relevant.
- 4.12. I/We am/are not bankrupt or under an administration appointed by the Court, or under proceedings leading to a declaration of bankruptcy. I/We also declare that I/we have not been convicted criminally, or found guilty of professional misconduct. Furthermore, I/we am/are up-to-date in the payment of social security contributions and other taxes.
- 4.13. I/We will inform the Foundation immediately if there is any change in the above circumstances at any stage during the implementation of the contract. I/We also fully recognise and accept that any false, inaccurate or incomplete information deliberately provided in this application may result in my/our exclusion from this and other future contracts issued by the Foundation.
- 4.14. I/We note that the Foundation is bound to proceed with this invitation to tender and that it reserves the right to cancel or award only part of the contract. The Foundation will incur no liability towards me/us should it do so.
- 4.15. I/We understand that the Award will not become final until the passing of five (5) working days from the issuing of the notification where there are no objections from the other bidders. In the event of objections, the Award will be

suspended until the objections are dealt with by the Foundation. I/We declare to have read Clause 1.13 of the Instructions to Tenderers and fully agree with the objection procedure to be adopted by the Foundation in virtue of the said clause, thus submitting myself/ourselves fully to the decisions taken by the Foundation. I/We further declare that we shall not find the Foundation liable for any damages; costs or expenses whatsoever should the Foundation, after hearing the respective representations, choose to change its recommendation for award in accordance with Clause 1.13 of the Instructions to Tenderers.

4.16.

Dated this 2019

Signature

Full Name

(Block Letters)

Address

.....

.....

Telephone Mobile

E-mail

In the case of tenders from a Company, Co-operative or partnership, the name of the entity and the date of registration in conformity with the Companies Act, 1995 (Act XXV of 1995) or analogous legislation, is to be indicated, and the person signing the tender should be and is considered to be fully authorised to act on behalf of the Company or Partnership for all purposes relating to the tender.

Part 5. Supplies Agreement

An agreement signed on this day of 2019

This agreement is concluded between The President or his representative of The St John's Co-Cathedral Foundation, St John Street, Valletta (hereinafter called 'the Client') of the one part

and

.....called ("The Contractor") on the other part.

It is hereby agreed as follows:

Article 1. Subject

The subject of this Agreement is the supply, delivery and commissioning only of luminaires and lighting control system for the Grandmasters' Crypt of the St John's Co-Cathedral with tender reference number STJCF001/19.

Article 2. Interpretation

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

Article 3. Structure of Contract

The Contractor shall carry out the services on the terms and conditions set out in this contract, which comprises the following documents:

Part 1	Instructions to Tenderers
Part 2	General Conditions of Contract
Part 3	Contract Terms and General Obligations
Part 4	Tenderer's Declaration
Part 5	Supplies Agreement
Part 6	Contractor's Information Sheet
Part 7	Appendix to Tender

Part 8	Literature List
Part 9	Technical Specifications
Part 10	Technical Offer
Part 11	Bill of Quantities

Article 4. Contract value

In consideration of the payments to be made by the Client to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Client to supply, delivery and commission only luminaires and lighting control system and remedy any defects therein in conformity in all respects with the provisions of the Contract.

The Client hereby covenants to pay the Contractor in consideration of the supply, delivery and commission only luminaires and lighting control system and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

The total contract value is
(.....)

Article 5. Payments and bank account

Payments shall be made into the bank account notified by the Contractor to the Client or by means of cheque.

Payments will be based on the Contractor's invoices.

Payments will be made in Euro.

Payments shall be authorised by the Foundation.

Article 6. Contact addresses

Any written communication relating to this Contract between the Client and the Contractor must state the Contract title and tender reference number, and must be sent by post, e-mail to the addresses identified hereunder.

Article 7. Law and language of the contract

The law of Malta shall govern all matters not covered by the contract.

The language of the contract and of all written communications between the Client and the Contractor shall be English.

Name: _____ Name: _____

Signature: _____ Signature: _____
The Contractor The Foundation

Part 6. Contractor's Information Sheet

6.1. The Undersigned certifies and declares the correctness of all the statements and information provided by him within this Tender.

Name:

Address:

.....

Registered Office:

Vat Reg. N°:

Tel. N°:

e-mail address:

Signature of Tenderer

Date

Name and Surname
(Block Letters)

Part 7. Appendix to Tender

Time for issue of Letter of Acceptance	Fifteen (15) days
Time for supply and delivery (To be filled in by the bidder)	
Amount of liquidated damages	fifty euros (€50) per day
Defects Liability Period	Two (2) years
Percentage for adjustment of provisional sums	Nil
Percentage of Retention	five (5%) percent of the contract sum
Limit of Retention money	Two (2) years

Name and Signature of Tenderer

Part 8. LITERATURE LIST

List of literature to be submitted with the tender Submission.

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

ALL BIDDERS ARE TO NOTE THAT PHOTOS SUBMITTED AS MANUFACTURER'S TECHNICAL LITERATURE SHALL NOT SUFFICE AND ACCORDINGLY THESE MUST BE DULY ACCOMPANIED BY THE RESPECTIVE DETAILED MANUFACTURER'S TECHNICAL LITERATURE.

The submission shall be in a structured form and is to be in the same sequence as listed hereunder for ease of reference and evaluation

Item Nº	Description	Reference in Technical Specifications
1	LED spot type luminaire for architectural lighting.	Type A
2	LED spot type luminaire for architectural lighting.	Type B
3	Self-contained emergency light fitting.	Type C
4	Microprocessor based controller	Lighting controller
5	PIR Detector	Passive Infra Red (PIR) Detector
6	LED luminaire driver	
7	Lighting control panel schematic	

8	Lighting control system schematic / wiring diagram	
---	--	--

2. List of samples to be submitted within 10 working days from when notified to do so:

Item No.	Description	Reference in Technical Specifications
9	Luminaire Type A	Type A
6	Luminaire Type B	Type B

Part 9. TECHNICAL SPECIFICATIONS

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.

SPECIFICATIONS FOR ELECTRICAL LV AND ELV SERVICES.

Preamble

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.

2. Fixing to the Building Structure

No fixing to the building structure is allowed. The luminaires shall be complete with base which shall have the facility to install on a stainless steel base to be supplied by others. The latter base shall serve as a counterweight to secure the position and orientation of the luminaire without fixing to the building fabric.

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 labour shall be provided for attendance duties before, during and after the test.

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

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

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

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

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 commissioning phase. The cost of the training shall be deemed to have been included in the tendered rates.

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 the plans and schematics and submit three sets of prints and one soft copy.

6.0 Technical Specifications for the lighting system

The environmental conditions in the Grand Masters Crypt are controlled by means of a closed loop climate control system. The temperature and humidity inside the crypt are therefore kept at the following levels:

Ambient dry bulb temperature: 18 - 19°C

Relative humidity: 72 – 73% +/- 2%

The lighting system and all equipment included in the scope of works must be suitable for such environmental conditions.

6.01 Submittals

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

- Luminaires
- Luminaire driver
- Lighting controller
- PIR detector

The following documentation shall also be provided:

- Lighting control panel schematic
- Lighting control system schematic / Wiring diagram

6.02 Scope of works

The work comprises the supply, delivery and commissioning only of a lighting system for the Grand Masters Crypt at the St. John Co-Cathedral in Valletta.

Installation shall be carried out by others.

6.03 Regulations and standards

The installation shall conform to the following regulations and standards:

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

6.04 Electrical supply

The electrical supply shall be 230V ($\pm 10\%$), 50 Hz, single phase system.

6.05 General

The lighting system shall comprise a number of luminaires and a control system making up an architectural lighting scheme for the Grand Masters Crypt at the St. John Co-Cathedral.

Luminaires shall have uniform colour and compact / aesthetic design.

The specifications require that luminaires be of very high quality. The method of installation shall not in any way impinge on the building fabric.

6.06 LED luminaires and lamps

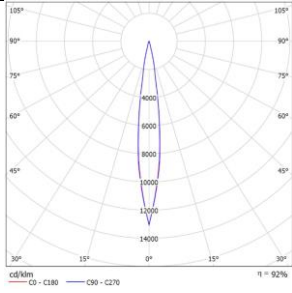

Luminaire Type A

Description	LED spot type luminaire for architectural lighting. Compact design to ensure minimal visual impact. Construction shall be made of anodized aluminium alloy with a tempered glass diffuser.
Dimensions	Luminaire body diameter: 40mm or less Luminaire body length: 70mm or less Overall luminaire/bracket height: 80mm or less
Construction and finish	Anodized aluminium alloy to EN AW 6082 finished in RAL colour 1015 matt epoxy coating
Dimming function	Dimmable from 0-100%
LED Power / Supply voltage	6W / 24V
Insulation Class	Class III
Luminous efficacy	45lm / W or better (at 3000K)
Colour temperature	2700K or 3000K (to be determined at a later stage)
Colour rendering index	>75
Mounting type	Surface mounted (luminaire base to be fitted to stainless steel base supplied by others)
Connection	Luminaire shall be complete with a manufacturer installed 5m length of PVC transparent, 2-core cable with tinned copper conductors.
Ingress protection	IP65 or better
Impact protection	Ik05 or better
Optics	Symmetric light output

Beam width	56°
Lifetime	75% intensity after 50,000hrs or better
Polar diagram	
Luminaire Type	<p>Compact spot type luminaire, surface mounted consisting of a luminaire body with a 2-axes pivot relative to luminaire base as per typical illustration above. (Luminaire base shall be capable of being fitted to stainless steel base to be supplied by others).</p>

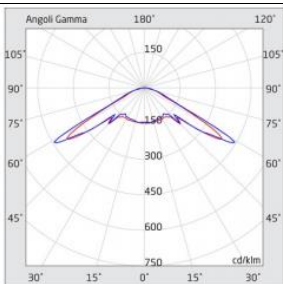

Luminaire Type B

Description	LED spot type luminaire for architectural lighting. Compact design to ensure minimal visual impact. Construction shall be made of anodized aluminium alloy with a tempered glass diffuser.
Dimensions	<p>Luminaire body diameter: 40mm or less</p> <p>Luminaire body length: 70mm or less</p> <p>Overall luminaire/bracket height: 80mm or less</p>
Construction and finish	Anodized aluminium alloy to EN AW 6082 finished in RAL colour 1015 matt epoxy coating
Dimming function	Dimmable from 0-100%
LED Power / Supply voltage	6W / 24V

Insulation Class	Class III
Luminous efficacy	45lm / W or better (at 3000K)
Colour temperature	2700K or 3000K (to be determined at a later stage)
Colour rendering index	>75
Mounting type	Surface mounted (luminaire base to be fitted to stainless steel base supplied by others)
Connection	Luminaire shall be complete with a manufacturer installed 5m length of PVC transparent, 2-core cable with tinned copper conductors.
Ingress protection	IP65 or better
Impact protection	Ik05 or better
Optics	Symmetric light output
Beam width	12°
Lifetime	75% intensity after 50,000hrs or better
Polar diagram	 <p>The polar diagram illustrates the light distribution of the luminaire. It features a circular grid with radial lines representing beam width and concentric circles representing intensity in cd/m². The beam is symmetric about the 0° axis. The peak intensity at 0° is 14000 cd/m². The beam width is 12°, extending from approximately 6° to -6° from the 0° axis. The intensity drops to 0 at the edges of the beam. The diagram also shows a secondary curve for comparison, labeled 'C90 - C270'.</p>
Luminaire Type	 <p>Compact spot type luminaire, surface mounted consisting of a luminaire body with a 2-axis pivot relative to luminaire base as per typical illustration above. (Luminaire</p>

	base shall be capable of being fitted to stainless steel base to be supplied by others).
--	--

Luminaire Type C

Description	Self-contained emergency light fitting, non-maintained, single sided, recessed mounting; Nickel Cadmium battery, bright LED indicator and complying with BS 4533. Battery autonomy is to be of three hours.
Dimensions	Diameter: 80mm - 90mm Depth: 15mm – 25mm
LED Power	6W
Mounting type	Recessed mounted
Degree of protection	IP42 or better
Optics	Symmetric light output
Polar diagram	
Typical luminaire	

6.06.01LED Luminaire drivers (For Type A and B luminaires)

Each of the drivers shall be capable of supplying a lighting circuit consisting of multiple LED luminaires connected in parallel (up to a maximum of 12 in No. on each circuit) . The drivers shall be installed inside the lighting control panel and shall supply the 24V

LED luminaires via a 2c x 1.5sqmm transparent PVC flex cable (cable to be supplied by others). The drivers shall provide continuous dimming of the LED luminaires from 0 to 100% according to the instructions received from the lighting controller.

6.07 Lighting control system

6.07.01 Control panel

The intelligent lighting control panel shall provide power and control to the lighting circuits. The lighting control panel shall provide:

- ON/OFF switching to the LED luminaires on a minimum of 3 lighting circuits (2 circuits supplying the LED spots forming part of this contract and a spare circuit for future use).
- Dimming control to the dimmer packs supplying these luminaires (continuous from 0 to 100%)
- Circuit protection

The lighting control panel shall be installed underneath the visitor's platform inside the crypt. The panel shall consist of an epoxy coated sheet steel enclosure, control section, power section, DIN rails, terminal block connectors for all incoming and outgoing cables, wired remote Auto/Manual/OFF selector switch and all equipment, material, sundries and labour required to make a complete and functional system

6.07.02 Lighting Controller

The lighting control panel shall include a microprocessor-based controller, configured to provide switching and dimming functions as described.

The programmable parameters for the lighting control system shall include the following:

Minimum dimming level:	programmable from 0 to 100%
Maximum brightness level:	programmable from 0 to 100%
Dimming time from 0 to 100%:	programmable from 0 to 20s
Dimming time from 100 to 0%:	programmable from 0 to 20s
Time delay from PIR trigger to start of ramping up the brightness:	no delay
Time delay from PIR trigger to start of dimming down:	programmable from 0 to 300s

Control to all 3 lighting circuits shall be separate. Therefore, it shall be possible to program the lighting parameters separately for all 3 lighting circuits.

The inputs to each of the controller shall be:

- System on board timer

- PIR detector
- Auto/Manual/OFF selector switch (wired but located remotely on the side of the viewing platform).

The controller outputs shall be:

- When in AUTO mode, the lighting shall be under the control of the lighting control panel software.
- When in MANUAL mode, the lighting shall be turned ON at the brightest levels programmed for Auto mode.

The lighting controller shall communicate with the LED drivers (located in the control panel) using one of the following industry standard protocols:

- 0-10V
- DALI
- KNX

6.07.03 Passive Infra Red (PIR) Detector

The PIR detector shall be installed in an existing 3"x3" recess in the wall next to the visitor's viewing platform. The PIR detector shall signal the presence of visitors to the lighting control panel. The PIR shall be of the wall plate type complete with recessed back box and shall have the following specifications:

Detection angle: 180°
Range: 5m minimum
IP Rating: IP44 or better
Wall plate colour: white

The PIR detectors shall have an aesthetic and compact external design.

7.0 Labels and Charts

The Contractor shall provide a printed chart giving details of each circuit in the lighting control panel. The chart shall be enclosed in a transparent plastic envelope attached to the inside of the door of the control panel enclosure

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

8.0 Inspection and testing

The Contractor shall be responsible for the testing of the electrical installation as recommended in the IEE Wiring Regulations "Requirements for Electrical Installations" – 17th Edition including amendments. In this regard, the Contractor shall furnish test certificates to the Engineer, on request.

9.0 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.

10.0 Operating and maintenance instructions

On completion of all works and prior to handing over, the Contractor shall provide a 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 of equipment.
- 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 equipment.
- A recommended spare parts list including current price of each part.
- Wiring diagram of the system and equipment.
- Three sets of "as fitted" drawings and one soft copy.

11.0 Warranty

The Tenderer shall provide a warranty over the whole assembly and shall clearly indicate the period of validity of the guarantee in the attached form. Such a guarantee shall be for a minimum of 2 years.

Part 10. TECHNICAL OFFER

A technical offer is to be provided by the Economic Operator in response to the Technical Specification Section of the tender document. Bidders are to state the brand and the model of the supplies being offered in response to the specifications requested under Section 6.01 of the Technical Specifications.

Tenderers that fail to complete, duly sign and upload the requested information will be deemed as non-compliant and will not be considered further for final adjudication. The information/technical specifications provided in the below table shall not Be subject to rectifications.

For each item offered, the respective supporting documents and printed manufacturer's technical literature are to be submitted.

If and when requested, the bidder may be requested to submit additional literature or samples as per the form marked "Literature". In the case where the literature submitted does not corroborate with the technical offer, the offer will be disqualified.

Reference in [Section 6.01, Technical Specifications]	Item description:	Offer Specifications:		Brand / Product being offered:
Luminaire Type A	LED spot type luminaire for architectural lighting.	Description:		
		Dimensions:		
		LED power:		
		Isolation class:		
		Luminous efficacy:		
		Colour temperature:		
		Mounting type:		
		Degree of protection:		
		Optics:		
		Beam width:		
		Lifetime:		
		Polar diagram:		
Typical luminaire:				

Reference in [Section 6.01, Technical Specifications]	Item description:	Offer Specifications:		Brand / Product being offered:
Luminaire Type B	LED spot type luminaire for architectural lighting.	Description:		
		Dimensions:		
		LED power:		
		Isolation class:		
		Luminous efficacy:		
		Colour temperature:		
		Mounting type:		
		Degree of protection:		
		Optics:		
		Beam width:		
Lifetime:				

		Polar diagram:		
		Typical luminaire:		

Reference in [Section 6.01, Technical Specifications]	Item description:	Offer Specifications:		Brand / Product being offered:
Luminaire Type C	Self-contained emergency light fitting, non-maintained	Description:		
		Dimensions:		
		LED power:		
		Mounting type:		
		Degree of protection:		
		Optics:		
		Polar diagram:		
		Typical luminaire:		

Reference in [Section 6.01, Technical Specifications]	Item description:	Offer Specifications:		Brand / Product being offered:
Lighting Controller	Microprocessor based controller configured to provide switching and dimming functions	Number of channels:		
		Dimming control:		
		Programmable parameters:		
		Industry standard protocol:		

Reference in [Section 6.01, Technical Specifications]	Item description:	Offer Specifications:		Brand / Product being offered:
Passive Infra Red (PIR Detector)	Wall plate type	Detection angle:		
		Range:		
		IP rating:		
		Wall plate colour:		

Part 11. BILL OF QUANTITIES