



MALTAENTERPRISE

GMangia Hill, Pieta MEC 0001, Malta

Telephone: (356) 2542 0000

Fax: (356) 2542 3401

Email: quotations@maltaenterprise.com

VAT Reg. No.: MT16959526

CT FILE NUMBER: ME/CFQ/AIR/Q10/12

**QUOTATION FOR THE SUPPLY, ASSEMBLY,
INSTALLATION, CONNECTING UP, TESTING AND SETTING
TO WORK OF TWO AIRCONDITIONING UNITS
AT MALTA ENTERPRISE PREMISES**

Date Published: Tuesday 2nd October 2012

Closing Date: Monday 22nd October 2012 at 10:00am CET

Participation Fee: FREE

IMPORTANT:

- Clarifications will be available to view / download from the relevant tender page of the Malta Enterprise website: <http://www.maltaenterprise.com/en/tenders> . Tenderers are to send an email on tenders@maltaenterprise.com for any queries.



SUPPLIES QUOTATION TEMPLATE

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Notes to Contractors

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

VOLUME 1 SECTION 1 – INSTRUCTIONS TO SUPPLIERS

A. GENERAL PART

1. General Instructions

- 1.1 In submitting an offer, the supplier accepts in full and in its entirety, the content of this quotation document, including subsequent Clarifications issued by Malta Enterprise (hereinafter referred to as the 'Contracting Authority'), whatever his own corresponding conditions may be, which he hereby waives. Suppliers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this quotation document.
- 1.2 This is a call for quotations for the **supply, assembly, installation, connecting up, testing and setting to work of two air-conditioning units at Malta Enterprise** as per specifications contained in this document. Any alteration or deviation shall lead to the offer not being considered any further.
- 1.3 The place of acceptance of the supplies shall be [Malta Enterprise Head Office], the time-limits for delivery shall be [1 week as from the last date of the signing of the contract], and the INCOTERM²⁰⁰⁰ applicable shall be **(Delivered Duty Paid), inclusive of installation and commissioning.**
- 1.4 This is a unit-price (Bill of Quantities) contract.
- 1.5 The supplier will bear all costs associated with the preparation and submission of the quotation. The Contracting Authority will in no case be responsible or liable for such costs, whatever the conduct or outcome of the procedure.
- 1.6 The Contracting Authority retains ownership of all quotations received under this quotation procedure. Consequently, suppliers have no right to have their quotations returned to them.

2. Timetable

	DATE	TIME*
Clarification Meeting/Site Visit (Refer to Clause 9.1)	10 th October 2012	09.00am
Deadline for request for any additional information from the Contracting Authority	12 th October 2012	10.00am
Last date on which additional information are issued by the Contracting Authority	16 th October 2012	
Deadline for submission of quotations / Quotation Opening Session (unless otherwise modified in terms of Clause 11.3)	22 nd October 2012	10:00am

* All times Central European Time (CET)

3. Lots

- 3.1 This quotation is not divided into lots, and quotations must be for the whole of quantities indicated. Quotations will not be accepted for incomplete quantities.

4. Selection Criteria

- 4.1 Quotations that do not meet or exceed certain minimum qualification criteria described hereunder shall be rejected.
- 4.1.2 Information about the contractor's technical capacity.

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

This information must follow the relevant forms in Volume 1, Section 4 of the quotation documents and include:

- A list of principal deliveries effected during the years 2007, 2008, 2009, 2010 and 2011 (Volume 1, Section 4), with the sums, dates and recipients, whether public or private, involved;

The minimum number of deliveries of similar scope/nature (to that being offered) completed in the last five (5) years must be at **least five (5) in number**.

- An indication of the technicians involved, whether or not belonging directly to the economic operator's undertaking, especially those responsible for quality control maintenance and upkeep;
- Proof of competency and recognition from the manufacturer, for any and all equipment a supplied under this contract, certifying that the contractor is their official authorised dealer/partner and installer. In this regard, only recognised brand names of manufacturers with a proven track record in similar applications shall be acceptable to the Contracting Authority. Contractors must therefore submit a reference list showing client names and respective locations where similar units have been installed. The list must contain names, addresses and contact details of at **least (5) different clients** whose offices/concerns have been air conditioned by similar systems. Offices with a single split unit and private residences shall not form part of the list and will not be accepted.
- Details and confirmation that lead to a guarantee that the Supplier submitting a quote is an Authorised dealer for equipment proposed.
- No Subcontracting is allowed. Tenderer must be in a position to take care of 100% of the supplies itself.
- Confirmation that contractor:
 - Will abide by the delivery period, not to exceed 1 week from signing of contract;
 - Has inspected the site and the amount quoted is inclusive of all required material/equipment necessary for the completion of the works in full.

In so listing the end clients, the supplier is giving his consent to the Evaluation Committee, so that the latter may, if it deems necessary, contact the relevant clients, with a view to obtain from them an opinion on the works provided to them, by the supplier. The Evaluation Committee reserves the right to request additional documentation in respect of the deliveries listed.

5. Quotation Expenses

- 5.1 The supplier will bear all costs associated with the preparation and submission of the quotation.
- 5.2 The Contracting Authority will neither be responsible for, nor cover, any expenses or losses incurred by the supplier through site visits and inspections or any other aspect of his quotation.

B. QUOTATION DOCUMENTS

6. Explanations/Clarification Notes Concerning Quotation Documents

- 6.1 Suppliers are required to submit any questions in writing to the Contracting Authority through sending an email to tenders@maltaenterprise.com up to date indicated in timetable 2. the Contracting Authority shall reply to all suppliers' questions, and amend the quotation documents by publishing clarification notes, by not later than date indicated in timetable 2.
- 6.2 Questions and answers, and alterations to the quotation document will be published as a clarification note under the Tenders Section of the Malta Enterprise website (www.maltaenterprise.com/en/tenders) within the respective quotation's page. Clarification notes will constitute an integral part of the quotation documentation, and it is the responsibility of suppliers to visit this website and be aware of the latest information published online prior to submitting their Quotation.

7. Law

- 7.1 Contractor shall comply with the local laws.

C. QUOTATION PREPARATION

8. Language of Quotations

- 8.1 The quotation and all correspondence and documents related to the quotation exchanged by the supplier and the Contracting Authority must be written in English.
- 8.2 Supporting documents and printed literature furnished by the supplier may be in another language, provided they are accompanied by an accurate translation into English. For the purposes of interpretation of the quotation, the English language will prevail.

9. Presentation of Quotations

- 9.1 Quotations must satisfy the following conditions:
- (a) All quotations, including annexes and all supporting documents are to be placed in a sealed envelope/package.
 - (c) All quotations must be hand-delivered by date and time as advertised in the Government Gazette and as indicated in the timetable and deposited in the quotation box at the main lobby of Malta Enterprise, Gwardamangia Hill, Pieta' MEC 0001, Malta.
 - (d) All packages, as per (b) above, must bear only:
 - (i) the above address;
 - (ii) the reference of the invitation to quotation concerned (ME/CFQ/AIR/Q10/12);
 - (iii) the name of the supplier.

10. Content of Quotation (Single-Envelope System)

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

- (a) No bid bond required^(Note 1)
- (b) *General/Administrative Information*^(Note 2)

- (i) Statement on Conditions of Employment (Volume 1, Section 4)
- (ii) General Information about the Supplier (Volume 1, Section 4)

Selection Criteria

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

- (i) (No Evidence of economic and financial standing is required)

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

- (i) List of principal deliveries effected during years 2007, 2008, 2009, 2010 and 2011 (Volume 1, Section 4)
- (ii) Proof of competency and recognition from the manufacturer, for any and all equipment and software supplied under this contract (supplied by the contractor).
- (iii) Authorised Dealer certificate

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

- (i) Supplier's Technical Offer in response to specifications (Volume 3)
- (ii) Literature (Volume 1, Section 4)
- (iii) Contractor's Statements (Volume 1, Section 4)

(f) *Financial Offer/Bill of Quantities*^(Note 3)

- (i) The Quotation Form in accordance with the form provided in Volume 1, Section 2; a separate Quotation Form is to be submitted for each option submitted, each form clearly marked 'Option 1', 'Option 2' etc.;
- (ii) A financial bid calculated on a basis of **Delivered Duty Paid (DDP), inclusive of installation and commissioning**, for the works/supplies submitted [inclusive of after-sales services/maintenance as applicable] in the form provided in Volume 4.

Notes to Clause 16.1:

1. *Suppliers will be requested to clarify/rectify, within two working days from notification, the quotation guarantee only in the following two circumstances: either incorrect validity date, and/or incorrect value.*
2. *Suppliers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within two working days from notification.*
3. *No rectification shall be allowed. Only clarifications on the submitted information may be requested.*

11. Quotation Prices

- 11.1 Suppliers will be deemed to have satisfied themselves, before submitting their quotation, to its correctness and completeness, to have taken account of all that is required for the full and proper performance of the contract, and to have included all costs in their rates and prices.
- 11.2 The quotation must be submitted in Euro (€).
- 11.3 Suppliers must quote all components of the price **inclusive** of taxes, customs and import duties, and any discounts. Suppliers not registered with the VAT authority in Malta, must still include in their financial offer any VAT that the contracting authority may have to pay either in Malta or the country where the supplier is registered irrespective of the reverse charge mechanism. The financial offer will be considered as the total financial cost to the contracting authority including any VAT that may have to be paid not through the winning supplier. **Except as may otherwise be provided for in the contract, no payment will be made for items which have not been costed.**

- 11.4 Different options are to be clearly identifiable in the technical and financial submission; **a separate Quotation Form (as per Volume 1, Section 2) marked 'Option 1', 'Option 2' etc. for each individual option clearly outlining the price of the relative option is to be submitted.**
- 11.5 If the supplier offers a discount, the discount must be absorbed in the rates of the Bill of Quantities/Financial Statement.
- 11.6 The prices for the contract, must include all of the supplies to be provided. The prices quoted are fixed and not subject to revision or escalation in costs, unless otherwise provided for in the Special Conditions.

12. Currencies of Quotation and Payments

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

13. Period of Validity of Quotations

- 13.1 Quotations must remain valid for a period of 150 days after the deadline for submission of quotations indicated in the contract notice, the quotation document or as modified in accordance with Clauses 11.3 and/or 24. Any supplier who quotes a shorter validity period will be rejected.

D. SUBMISSION OF QUOTATIONS

14. Sealing and Marking of Quotations

- 14.1 The quotations must be submitted in English and deposited in the Malta Enterprise's quotation box **before** the deadline specified in the timetable. They must be submitted:

EITHER by recorded delivery (courier service) or hand delivered to the Contracting Authority at the following address:

**Malta Enterprise,
Gwardamangia Hill
Pieta MEC 0001
Malta**

Quotations submitted by any other means will not be considered.

E. OPENING AND EVALUATION OF OFFERS

15. Opening of Quotations

- 15.1 Quotations will be opened in public session on the date and time as stated in the Government Gazette and as indicated in the timetable at

Malta Enterprise,
Gwardamangia Hill,
Pieta MEC 0001, Malta.

F. CONTRACT AWARD

16. Criteria for Award

- 16.1 **The sole award criterion will be the price. The contract will be awarded to the cheapest priced quotation satisfying the administrative and technical criteria. However, any offers exceeding Euro 6,000 excl VAT will be automatically disqualified.**

- 16.2 The Contracting Authority reserves the right to accept or reject any quotation and/or to cancel the whole quotation procedure and reject all quotations. The Contracting Authority reserves the right to initiate a new invitation to quotation.

- 16.3 The Contracting Authority reserves the right to conclude the contract with the successful contractor within the limits of the funds available. Should the lowest technically compliant quotation exceed the available budget, The Contracting Authority reserves the right to consult with the relevant contractor with a view to reducing the scope of the supplies or revising other terms of the contract in order to bring the quotation price down to a level satisfactory to the Contracting Authority. Such discussions will be finished within ten (10) calendar days of the receipt by the contractor of the consultation process with the aim of a reduction in the works.

17. Period of Delivery

- 17.1 The period of delivery indicated in Clause 1.3 of the Instructions to Suppliers commences from [the date of last signature of contract].

- 17.2 The Contractor must inform the Contracting Authority's representative by return that he has received the notice.

VOLUME 1 SECTION 2 – QUOTATION FORM

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

Publication reference: < supply, assembly, installation, connecting up, testing and setting to work of two air-conditioning units at Malta Enterprise > <ME/CFQ/AIR/Q10/12>

A QUOTATION SUBMITTED BY

Name of supplier

B CONTACT PERSON (for this quotation)

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

C SUPPLIER'S DECLARATION(S)

To be completed and signed by the supplier.

In response to your letter of invitation to quotation for the above contract, we, the undersigned, hereby declare that:

- 1 We have examined, and accept in full and in its entirety, the content of this quotation document (including subsequent Clarifications Notes issued by the Contracting Authority) for invitation to quotation No [ME/CFQ/AIR/Q10/12] of [02/10/2012]. We hereby accept the contents thereto in their entirety, without reservation or restriction. We also understand that any disagreement, contradiction, alteration or deviation shall lead to our quotation offer not being considered any further.
- 2 We offer to provide, in accordance with the terms of the quotation document and the conditions and time limits laid down, without reserve or restriction.
- 3 The total price of our quotation (inclusive of duties, Eco-Contribution (if any), VAT, and all other taxes/charges and any discounts) is:

[.....] *Grand Total as per Financial Bid (Volume 4) Summary Sheet*
- 4 This quotation is valid for a period of 150 days from the final date for submission of quotations.
- 5 If our quotation is accepted, we undertake to provide a performance guarantee of 10% of the contract value as required by the General Conditions.
- 6 We are making this application in our own right for this quotation. We confirm that we are not quoting for the same contract in any other form.
- 7 We are not bankrupt or under an administration appointed by the Court, or under proceedings leading to a declaration of bankruptcy. We also declare that we have not been convicted criminally, or found guilty of professional misconduct. Furthermore, we are up-to-date in the payment of social security contributions and other taxes.
- 8 We accept that we shall be excluded from participation in the award of this quotation if compliance certificates in respect of declarations made under Clause 7 of this declaration are not submitted by the indicated dates.
- 9 We agree to abide by the ethics clauses of the instructions to suppliers and, in particular, have no potential conflict of interests or any relation with other candidates or other parties in the quotation procedure at the time of the submission of this application. We have no interest of any nature whatsoever in any other quotation in this procedure. We recognise that our quotation may be excluded if we propose key experts who have been involved in preparing this project or engage such personnel as advisers in the preparation of our quotation.
- 10 We will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any false, inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the Government of Malta and the European Communities.
- 11 Our quotation submission has been made in conformity with the Instructions to Suppliers, and in this respect we confirm having included in the appropriate packages as required, the following documentation:
 - (a) **Quotation Guarantee** ^(Note 1)
 - o Not applicable

(b) General Information ^(Note 2)

- Statement on Conditions of Employment
- General Information about the Supplier (Volume 1, Section 4)

Selection Criteria ^(Note 2)

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

- Not applicable

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

- List of Principal Deliveries
- Proof of Competency and Recognition
- Authorised Dealer Certificate

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

- Supplier's Technical Offer
- Literature
- Contractor's Statements

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

Notes:

1. *Suppliers will be requested to clarify/rectify, within two working days from notification, the quotation guarantee only in the following two circumstances: either incorrect validity date, and/or incorrect value. This is indicated by the symbol ○*
2. *Suppliers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within two working days from notification. This is indicated by the symbol ○*
3. *No rectification shall be allowed. Only clarifications on the submitted information may be requested. This is indicated by the symbol ●*

12 I acknowledge that the Contracting Authority and/or Contracting Authority shall request rectifications in respect of incomplete/non-submitted information pertinent to the documentation listed in Clause 11(a), 11(b), and 11(c) of this Quotation Form. We understand that such rectification/s must be submitted within two (2) working days, and will be subject to a non-refundable administrative penalty of €50, and that failure to comply shall result in our offer not being considered any further.

13 We note that the Contracting Authority is not bound to proceed with this invitation to quotation and that it reserves the right to cancel or award only part of the contract. It will incur no liability towards us should it do so.

Name and Surname: _____

I.D. / Passport Number: _____

Signature of supplier: _____

Duly authorised to sign this quotation on behalf of: _____

Company VAT No: _____
(if applicable)

Stamp of the firm/company: _____

Place and date: _____

VOLUME 1 SECTION 4 - SUPPLIER'S STATEMENTS

Form 1. List of Principal Deliveries

List of principal deliveries effected during the past [5] years (2007, 2008, 2009, 2010 and 2011):

Description of Supplies	Total Value of Supplies (Euro incl VAT)	Date of Delivery	Client*/ Contracting Authority*

Suppliers are required to add additional sheets/attach documentation, where necessary, for all the required information.

* In so listing the end clients, I am giving my consent to the Evaluation Committee, so that the latter may, if it deems necessary, contact the relevant clients, with a view to obtain from them an opinion on the supplies provided to them.

Signature:

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

Date:

Form 2. Literature

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

Item	Description	Reference in Technical Specifications
1.1	Terms and conditions of the warranty.	
1.2	<p>Description of the equipment and its components as offered together with all relevant manufacturer's catalogues illustrations and diagrams. These shall include, but not limited to details of the:</p> <ul style="list-style-type: none"> • Multi outdoor unit (x1) • Indoor units (x2) • Refrigerant Pipes and fittings • Pipe Insulation • Close control systems • Ducting • The EER and COP ratings for every different model of unit being proposed. <p>All relevant technical and descriptive literature shall be in the English language. The equipment on offer shall be clearly identified in the literature supplied and there shall be enough information to ensure compliance with the tender technical specifications.</p>	
1.3	A detailed maintenance schedule including the frequency of the visits and details of the works or checks to be carried out during these visits. Fees and instructions for emergency callouts shall also be included in the maintenance schedule.	

All documents provided shall be written in English language. Failure to submit these details complete in all respects shall disqualify the bid.

Signature:

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

Date:

Form 3. General Information about the Supplier

Details of Bidder

Name of Supplier:			
Contact Person:			
Address:			
Post Code			
Company Reg:		Date of Registration:	
E-mail Address:			
Tel. Nos. :			
Fax Nos.:			
Mobile no.:			
VAT Registration no.:			
I.D. Card No.:			

Signature:

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

Date:

Form 4. Contractor's Statements

We, the undersigned, hereby confirm that:

We will abide by the delivery period, not to exceed 1 week, from the contract signing.

We have inspected the site, and the amount quoted in this call for quotations inclusive of all materials/equipment required, reflects the site conditions.

We also certify that we have thoroughly read, understood and accepted to adhere with the conditions enclosed in the quotation document.

Signature:

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

Date:

VOLUME 2

VOLUME 2 SECTION 1 – DRAFT CONTRACT FORM

Financed by: [Local Funds]

Project: [supply, assembly, installation, connecting up, testing and setting to work of two air-conditioning units at Malta Enterprise]

Contract Number: [ME/CFQ/AIR/Q10/12]

This contract is concluded between:

Malta Enterprise
Gwardamangia Hill
Pieta' MEC 0001

(hereinafter called "The Contracting Authority") on the one part, and

[Name of Contractor]
[Address]

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

Whereas the Contracting Authority is desirous that certain supplies should be [supplied, manufactured, delivered, installed, commissioned, maintained, etc.] by the Contractor, viz.:

[Quotation for supply, assembly, installation, connecting up, testing and setting to work of two air-conditioning units at Malta Enterprise]

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

It is hereby agreed as follows:

1. In this contract words and expressions shall have the meanings assigned to them in the contractual conditions set out below.
2. The place of acceptance of the supplies shall be [Malta Enterprise Head Office], the time limits for delivery shall be [.....], and the INCOTERM²⁰⁰⁰ applicable shall be delivered duty paid (DDP), **inclusive of installation and commissioning.**
3. The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:
 - (a) this contract,
 - (b) the Special Conditions,
 - (c) the General Conditions,
 - (d) the technical specifications and design documentation,
 - (e) the Contractor's technical offer (including any clarifications made during adjudication),
 - (f) the financial offer (after arithmetical corrections)/breakdown,
 - (g) the quotation form,
 - (h) any other documents forming part of the contract.

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

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

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

Contracting Authority:

Contractor:

Signed by:

Signed by:

.....

.....

In the capacity of:

In the capacity of:

.....

.....

Being fully authorized by and acting on behalf of

Being fully authorized by and acting on behalf of

.....

.....

Date:

Date:

VOLUME 2 SECTION 2 - GENERAL CONDITIONS

The full set of General Conditions for Supply Contracts (Version 1.02 dated 11 December 2011) can be viewed/downloaded from:

www.contracts.gov.mt/conditions

The Supplies Quotation General Conditions can be downloaded by following this link:

<https://secure2.gov.mt/EPROCUREMENT/file.aspx?f=1634>

It is hereby construed that the suppliers 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 supplier/s.

VOLUME 2 SECTION 3 - SPECIAL CONDITIONS

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

Article 2: Law Applicable

- 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 4: Communications

All communication during the duration of the contract is to be addressed to:

Administration Manager
Malta Enterprise
Gwardamangia Hill
Pieta' MEC 0001
Malta
Tel: 2542 0000

Article 7: Supply of Documents

To provide certificate confirming proof that the contractor is an authorized dealer for the equipment being supplied under this contract.

These conditions shall be considered as supplementary to the conditions listed in Article 7 of the General Conditions, which shall remain in force as and where applicable.

Article 10: Origin

- 10.1 Supplies may originate in a Member State of the European Union or any other country as stipulated in Article 68 of the Public Contracts Regulations. The origin of the goods shall be determined according to the Community Customs Code or the international agreements to which the country concerned is a signatory.

When submitting his quotation, the supplier must state expressly that all the goods meet the requirements concerning origin and must state the respective countries of origin. He may be asked to provide additional information in this connection.

Article 12: Insurance

- 12.1 Insurance costs are borne by the Supplier until provisional acceptance of the supplies.

Article 13: Performance Programme (Timetable)

- 12.1 Delivery to the Contracting Authority of the goods of this contract is to be done within one (1) week from the last date of signature on the Contract.

Article 19: Delays in Execution

19.5 In case the Contractor, for any reason whatsoever, be unable at any time to carry out the service satisfactorily, as per these conditions, the Contracting Authority shall have the right to terminate the Contract in full or in part by giving one (1) week's notice in writing to the Contractor.

The Contracting Authority shall, however, during such notice period, be empowered to hire/lease the equipment from any other source available and any other expense over the Contract rates thus incurred shall be met by the Contractor.

19.6 Any delays in performance from the specified programme schedule for this quotation will be charged 1% (per centum) of the contract value per calendar day of delay, applicable from the agreed dates of delivery for the new Air-Conditioning equipment.

Article 24: Quality of Supplies

24.2 In addition to the General Conditions, the equipment are to be checked for any visual defects by the Contracting Authority, through its representative, before provisional acceptance is confirmed.

Article 25: Inspection and Testing

25.2 The Contracting Authority, through its representative, shall reserve the right to fully inspect the goods offered at the contractor's premises and at the contractor's expense affect a test run prior to delivery, to ascertain their suitability to be utilized under this contract.

Article 26: Methods of Payment

26.1 Payments will be made in Euro.

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

26.5 The payments will be made according to the following schedule, subject to the provisions of Articles 28 to 33 of the General Conditions:

Narrative	Percentage %
First payment on Contract signing	10 %
Final payment on certification and successful commissioning of Air Conditioning system	90 %
Total	100%

Article 28: Delayed Payments

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

Article 29: Delivery

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

29.2 All equipment shall be packed in sturdy packages to eliminate damages due to logistical operations up to arrival at destination and accordingly marked and labelled, with regard to handling procedures during transit.

All relevant packages are to be marked as follows:-

Malta Enterprise
Gwardamangia Hill
Pieta' MEC 0001
Ref No: ME/CFQ/AIR/Q10/12

Article 31: Provisional Acceptance

A provisional acceptance certificate by the beneficiary will be delivered to the Contractor if the supply and delivery has been affected with the agreed periods of execution.

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 and workmanship. This warranty, covering but not limited to, defects in material or workmanship, shall remain valid for three (3) years after provisional acceptance of the installed equipment.

Article 33: After-Sales Service

33.1 The contractor shall provide and secure the provision of reliable and regular after-sales for a period of [3] years.

The Contractor shall warrant as well that spare parts for the equipment would be available for a period of not less than five (5) years after delivery of the equipment and shall thereafter give notice to the Contracting Authority prior to the discontinuation of production of the spare parts.

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 Government elects, with regard to each particular infringement, but not necessarily with regard to all infringements, to claim actual damages incurred.

Article 41: Dispute Settlement by Litigation

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

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

Article 42: Further Additional Clauses

42.1 This quotation is for the supply of Air-Conditioning equipment to the Contracting Authority (Malta Enterprise) in accordance with the specifications and conditions set out at Volume 3 Technical

Specifications. Prices quoted should be inclusive of VAT and all other taxes as applicable. Moreover, the successful supplier/s will be bound to conform in all aspects to fiscal legislation and other regulations. The successful supplier hereinafter referred to as the Contractor, shall undertake to provide and deliver to the Contracting Authority (Malta Enterprise), with:-

- One (1) high-capacity outdoor unit and two (2) indoor high-wall units of type 18,000 BTUs

- 42.2 The Contracting Authority, at its discretion, reserves the right to increase/decrease the number of Air-Conditioning equipment, in any instance during the contract period. If additional Air-Conditioning equipment would be required, the Contractor would be obliged to provide them at the same terms and conditions, and should be of the same level in all aspects as quoted in the quotation. Rates for additional short term and long term hire are to remain the same as quoted in the quotation.
- 42.4 The contract shall be considered to have been abandoned if the Contractor does not deliver the Air-Conditioning equipment by the stipulated time from the date of the last signature of contract by both parties. Such abandonment renders the Contractor liable to penalties stipulated in the condition of quotation.
- 42.5 Should the Contractor, for any reason whatsoever, be unable to carry out the service satisfactorily as per these conditions, the Contracting Authority shall have the right to terminate the contract by giving one (1) week's notice to the Contractor. The Contracting Authority shall, however, during such notice period be empowered to procure the Air-Conditioning equipment from any other source available. Any extra expense over the contract rates thus incurred shall be met by the Contractor.
- 42.6 Payment of bills may be stopped whenever, in the opinion of the Contracting Authority, the Contractor is under penalty for breach of any conditions of contract. Any penalties which may be incurred by the Contractor shall be deducted from these bills.
- 42.7 The acceptance of the Quotation under this contract shall not debar the Contracting Authority from the right to lease air-conditioning equipment from any other source whenever this is considered necessary.
- 42.8 Additional costs must be pre-approved in writing by Contracting Authority's representative, and will only be paid to the contractor against an invoice.

VOLUME 3 - TECHNICAL SPECIFICATIONS

Item No.	Description	Quantity
1	High Capacity Outdoor Unit	1
2	High Wall-Mounted Multi Split-Type Inverter Drive 18,000 BTU Air-Conditioning Units	2
3	All works involved to supply, install and commission the air conditioning system, inclusive of all materials/equipment, finishing of soffits and repainting as required.	LS

Technical Specifications

The high wall-mounted multi split air-conditioning units should be of the inverter drive type. The outdoor unit must have the capacity and be powerful enough to drive up to three (3) indoor units, each of 18,000 BTUs at optimal performance.

The single outdoor unit for the two indoor units (Offices 1 and 2) will be placed on the roof of the building. Suitable bracketing/stands for the outdoor units must be provided, and these should be secured to their respective base. However, although 2 indoor units are required, the system provided shall make it possible to connect at least 3 indoor units to one refrigerant circuit.

The outdoor units shall be weather protected and suitably coated against corrosion with a finish best suited for the local climate. Indoor units shall each be equipped with a wired local remote controller fixed to the wall in the position agreed to with the Malta Enterprise representative.

The colour of the indoor units should be a close match to the existing wall colouring. The supply and return grill should have:

- Adjustable flaps to direct the air for optimum distribution;

Drain pipes shall be run in suitable, UPVC material. Branches shall be kept to a minimum to reduce the risk of blockage. 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.

It is expected that the system be highly reliable and that all equipment shall operate with maximum quietness as well as to maintain the required conditions automatically. Particular attention shall be given to the internal and external noise generated by the equipment. The selected equipment 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: 63 db (A)

Sound attenuators shall be installed with all indoor units to keep sound to a minimum.

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 quoted price.

All piping needs to be continuous from outdoor unit, up to indoor unit. Pipes connecting the indoor and outdoor units shall be run in phosphorous de-oxidised copper and shall include all necessary branch joints or headers as required to connect the indoor units. All pipes and fittings shall be insulated using closed-cell insulation at least 12mm thick. In view of the distance between the two indoor units at ground floor level and the outdoor unit to be placed on the roof, it is envisaged that approximately 70 metres of extra copper and PVC trunking will be required, over and above the material included as standard.

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 Contractor, based on the manufacturer's recommendations, bearing in mind the number of indoor units connected to the same outdoor unit, the overall length of the pipe and the difference in levels between the indoor and outdoor units. Allowance shall also be made for the addition of another indoor unit 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.

Work to include all copper piping, insulation, drains, wiring, etc., required to carry out the installation.

Insulated copper piping passing through masonry walls and concrete must be sleeved in PVC pipes.

Suitable pipe supports are expected to be installed for pipes running above surface. All drains/pipework in the masonry walls are to be insulated.

Full technical specifications in the English language on the air-conditioning units being supplied shall accompany the offer.

Related works detailed in the specification include but are not limited to:

- Drilling of holes through walls/floors and chasing where required for the passage of copper pipes, drains and also for installing unit controllers.
- Making good of any holes on the outside of the building so as to render these weatherproof.
- Making good of any holes on the inside of the building with finishing and repainting.

Warranty

Contractors shall submit, together with their quote and all other necessary ancillary documents, the terms and conditions of the warranty which will cover the works or part thereof or any materials used in the works specified in this quote.

As a minimum, the warranty period for all items will apply in accordance with relevant legislation.

Any such warranty such as a minimum provide for the replacement of the works in which a defect, malfunction, or fault appears, and to carry out such works completely free of charge and within a reasonable timeframe and under the supervision of the Contracting Authority's representative.

The applicable warranty period for all items replaced or repaired under the said warranty should recommence afresh from the date on which the replacement or repair was made to the satisfaction of the Contracting Authority.

Proposals should give details of any international warranties and international quality assurance. Any warranties provided should additionally, as a minimum, reflect the legal warranties.

Standard Technical Regulation

The installation shall comply with all relevant statutory Laws and Regulations current at the date of quotation (unless otherwise indicated) and in particular with the following:

- a) Relevant EU Regulation for the Electrical Installations and Equipment for Public Buildings
- b) Any special Regulation issued by the Enemalta Corporation
- c) All relevant Safety Regulations

Except where otherwise stated, workmanship shall comply with European Code 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.

Compliance with VDE Standards

The equipment and installation shall comply with all the relevant VDE Standards Specifications. Contractors are, however, at liberty to offer equipment manufactured to other equivalent authoritative standards appropriate to the country of origin, provided that such alternative Standard is at least equal to the respective VDE Standard.

Commissioning and Testing

On completion of works, full-scale test shall be carried out by the Contractor to demonstrate the performance of the installation/s to the satisfaction of the Contracting Authority representative.

Full scale testing (and/or partial) shall be executed on the request of the Contracting Authority representative at any time he thinks fit, provided that the contractor is informed 3 days in advance. In addition the contractor must be responsible for the electrical installation to be accepted by the Enemalta testers.

Imperative that the contractor shall execute all necessary testing, provide all adequate instruments and labour attendance for all services concerned, excluding that executed by Enemalta.

The relevant electrical test shall be:

- a) Insulation resistance test by a 600 volts megger
 - i. Between conductor and
 - ii. Between conductor and earth
- b) Earth continuity resistance test
- c) Polarity test at all sockets outlets and switches
- d) Hydraulic pressure test using hydraulic pressure pump. All instruments are to be provided by Contractor. The Contracting Authority representative must be informed at least 48 hours in advance of the date and time such tests are to be effected, thereby the Contracting Authority shall be present. Hence, the Contracting Authority representative reserves the right to demand a copy of the tests' results certificate.

VOLUME 4 - FINANCIAL BID

Dayworks

Item No.	Description	Rate per additional Metre (length) € Incl VAT €
1	Additional copper pipework over and above the +10% quoted	
2	Additional PVC pipework over and above the +10% quoted	

Breakdown of Costs

Quotation Title: [supply, assembly, installation, connecting up, testing and setting to work of two air-conditioning units at Malta Enterprise]

Item No.	Description	Quantity	Unit Cost including VAT, Eco-Contribution (if any) Duties & Other Taxes/Charges (Delivered Duty Paid-DDP) €	Total including VAT, Eco-Contribution (if any) Duties & Other Taxes/Charges (Delivered Duty Paid-DDP) €
A	Supply, installation and commissioning of all the a/c copper and pvc pipework (inclusive of ±10% length of pipes), including valves, expansion loops and bracketing; insulation and making good of civil works where such are deemed necessary for the installation.	Lump Sum		
B	Supply, installation and commissioning of the following air condition split unit			
1	High capacity Outdoor Unit to accommodate max of 3 inverter type 18,000 BTU indoor units.	1No.		
2	Indoor high wall-mounted Multi Split-Type Inverter Drive 18,000 BTU Air-Conditioning Units inclusive of all required materials/equipment for their complete installation.	2 No.		
C	Supply, installation of Air Condition drains for all units.	Lump Sum		
D	Maintenance of the 2 Air-Conditioning units for a period of 24 months after the guarantee period expires.	Lump Sum		
	Finishing of soffits and re-painting as required	Lump Sum		
GRAND TOTAL INCLUDING VAT, ECO-CONTRIBUTION (if any), DUTIES & OTHER TAXES/CHARGES (DELIVERED DUTY PAID-DDP)				

Name/Surname

Signature:

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

Date:

