St. John the Baptist Parish

Xewkija, Gozo

REFERENCE NUMBER: 03/2026

TENDER FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING & COMMISSIONING OF ELECTRICAL LV SYSTEM, LUMINAIRES AND LIGHTING CONTROL SYSTEM FOR THE EXTERIOR OF THE CHURCH OF ST. JOHN THE BAPTIST – XEWKIJA ROTUNDA – XEWKIJA GOZO

This project is being completed in collaboration with the Ministry for Gozo and funded from the Scheme for the lighting of external facades of churches in Gozo published by the Environmental Innovation and Greening Directorate.

IMPORTANT:

- **No Bid Bond is requested for this tender.**

Date Published:	**11th November 2026**	
Deadline for Submission:	**11th December 2026**	**at 11:00am CET**
Tender Opening:	**11th December 2026**	**at 11:30am CET**

St John the Baptist Parish, Xewkija, Gozo

Pjazza San Gwann Battista, Ix-Xewkija, Gozo. Tel: +356 2155 6793. Email: tenders@xewkijaparish.org

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SECTION 1 – INSTRUCTIONS TO TENDERERS

1. General Instructions

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

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

Prospective tenderers must submit their offer by depositing it in the tender box, located at Xewkija Parish Office, Pjazza San Gwann Battista, Ix-Xewkija, Gozo. The opening hours of the Xewkija Parish are: Monday, Wednesday and Friday: from 8.00 am till 12.00pm (Noon); Tuesday and Thursday: from 5.00 pm till 7.00 pm. **Prospective tenderers take full responsibility to submit their offer by the set tender submission deadline.**

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

The Estimated Procurement Value for this Call for Tenders has been based on comprehensive research including appropriate financial analysis. In the context of this procurement, the Estimated Procurement Value, based on market research, is that of € 355,850.00 excluding VAT.

The purpose of this value shall be the guidance of prospective bidders when submitting their offer and is not to be considered as a binding capping price.

Therefore, the published Estimated Procurement Value is not restrictive and final on the Contracting Authority. Economic Operators are free to submit financial offers above or below the Estimated Procurement Value. However, the Contracting Authority reserves the right to accept or reject Financial Offers exceeding the Estimated Procurement Value

1.2 The subject of this tender is the supply, delivery, installation, testing and commissioning of electrical LV system, luminaires and lighting control system, for the exterior of the church of St. John the Baptist in Xewkija, Gozo:

- Supply of luminaires including installation accessories as per tender specifications;
- Supply of lighting control system including installation accessories as per specifications;
- Installation and testing of luminaires and lighting control system;
- Commissioning of luminaires and lighting control system.

1.3 The place of acceptance of the works shall be the Church of St John the Baptist – Xewkija Rotunda, the time-limits for the execution of the contract shall be twenty-four (24) weeks, and the INCOTERM^{2020} applicable shall be **Delivery Duty Paid (DDP).**

1.4 This is a unit price contract.

1.5 This call for tenders is being issued under an open procedure.

1.6 The beneficiary of this tender is Parish of St. John the Baptist, Ix-Xewkija, Gozo.

1.7 This tender is not a reserved contract.

2. Timetable

2.

	DATE	TIME
Clarification Meeting/Site Visit (Refer to Clause 6.1)	17th November 2026	11.00am
Deadline for request for any additional information from the NGO **Clarification requests should be addressed to: tenders@xewkijaparish.org**	25th November 2026	12.00pm (Noon)
Last date on which additional information can be issued by the NGO	30th November 2026	12.00pm (Noon)
Deadline for submission of tenders/Tender opening session (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering for NGOs)	11th December 2026	11.00am
* All times Central European Time (CET) / Central European Summer Time (CEST) as applicable		

3. Lots

3.1 This tender is not divided into lots, and tenders must be for the whole of quantities indicated. The tender cannot be divided into lots since one type of works is being requested, being interrelated and cannot be physically separated. The works involved are interdependent in such a way that dividing the contract between different contractors would be disruptive to contactors and would lead to inefficiencies and split responsibilities both during implementation and in the event of any latent defects following completion. Tenders will not be accepted for incomplete quantities.

4. Variant Solutions

4.1 Variant solutions are not permissible.

5. Financing

5.1 The project is *co-financed* by the Government of Malta, in accordance with the rules of the Scheme for the Lighting of External Facades, Cupolas and Bell Towers of Churches in Gozo issued by the Ministry for Gozo.

5.2 The Contracting Authority of this tender is the Parish of St. John the Baptist, Ix-Xewkija, Gozo.

6. Clarification Meeting/Site Visit

6.1 A clarification meeting/site visit will be held on the date and time indicated in Clause 2, at the Xewkija Parish Church, Pjazza San Ġwann Battista, Xewkija to answer any questions on the tender document which have been forwarded in writing, or are raised during the same meeting. Minutes will be taken during the meeting, and these (together with any clarifications in response to written requests which are not addressed during the meeting) shall be posted online on the Xewkija Parish Church's website (www.xewkijaparish.org) as a clarification note as per the General Rules Governing Tendering for NGOs.

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

7. Selection and Award Requirements

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

(A) Eligibility Criteria

Economic Operators are to complete the Eligibility Section through the ESPD (as applicable) and the necessary documents as follows: (Note2)

(i) Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment by completing the minimum hourly workers' costs declaration involving the provision of the employees' services. (Note 2)

(ii) Power of Attorney (if applicable) (Note 2)

(iii) Submission of the declaration form that stipulates that following signature of contract, the successful bidder, will provide evidence in respect of the requirements stipulated regarding Energy Efficiency through the Energy Efficiency Form (**NOT applicable**) (Note 2)

(iv) Information re Joint Venture/Consortium (if applicable) (Note 2)

(v) By submitting an offer, the bidder is confirming that he/she shall provide the Ultimate Beneficiary Owner Sheet upon contract signature.

(B) Exclusion (including Blacklisting) and Selection Criteria – information to be submitted through the European Single Procurement Document (ESPD) (Note 2)

(i) Data Concerning the economic operator to be submitted by filling Part II of the European Single Procurement Document (ESPD). Part II (2A.1 till 2A.13.1) of the ESPD seeks background information about the economic operator. (Note 2)

(ii) Part II A Reference 2A.14 till 2A16.6 need only be filled in if the procurement is Reserved. (Note 2) **(NOT applicable)**

(iii) Part II A Reference 2A.17 till 2A.17.3 need only be filled in when the economic operator is part of a group, consortium, joint venture or similar. (Note 2)

Part II A Reference 2A.18 need only be filled where the tender is divided into lots. (Note 2) **(NOT applicable)**

(iv) Data concerning exclusion grounds to be submitted by filling Part III of the European Single Procurement Document (ESPD). (Note 2)

(v) Economic Operators must declare that they meet the minimum criteria established hereunder by filling Part IV of the European Single Procurement Document (ESPD). If no Selection Criteria is requested by the Contracting Authority, the relevant part of the ESPD is to be left blank. (Note 2)

a) Suitability (Note 2)

b) Financial and Economic Standing (Note 2) - **(NOT Applicable)**

c) Technical and Professional Ability (Note 2) - **(NOT Applicable)**

Provide data concerning subcontractors and the percentage of works to be subcontracted. This information shall be included in the online ESPD form in Part IV: Selection criteria - Technical and professional ability.

Any subcontractor proposed and disclosed at this stage shall be evaluated in line with the Exclusion and Blacklisting Criteria as per these Instructions to Tenderers. Furthermore, if the sub-contractor is relied upon by the Contractor to meet the standards established in the selection criteria, apart from submitting the relevant commitments in writing, such reliance will be evaluated to verify its correctness and whether in effect these criteria are satisfied.

It is being understood that if the information being requested regarding sub-contracting is left empty, it will be assumed that no sub-contracting will take place (0% subcontracting).

d) Quality Assurance Schemes and Environmental Management Standards(Note 2) - **(NOT Applicable)**

(vii) Concluding statements to be submitted by filling Part VI of the European Single Procurement Document (ESPD). (Note 2)

(C) Technical Specifications

(i) Tenderer's Technical Offer in response to specifications. **(Note 3)**

Key Experts Form, the Statement of Availability Form, the Self-declaration form for Key Experts (relating to public employees) and CVs (Note 2)

Key Experts being requested for this tender are:

Key Expert 1: One (1) Electrical Engineer – The Electrical Inġinier shall be in possession of a valid Warrant, issued by the Inġiniera Warranting Board (https://inginierawarrant.gov.mt), enabling one to practice in Malta as Inġinier (as per Chapter 321: Inġiniera Act of the Laws of Malta - https://legislation.mt/Legislation).

Key Expert 2: One (1) Electrician/Electrical Engineer B – The Electrician or the Electrical Engineer B shall be in possession of a valid Authorisation B Licence (for Single Phase and Three Phase Electrical Installations), issued by the Regulator for Energy & Water Services *(https://www.rews.org.mt/)* certifying one to practice in Malta as an Electrician *(as per Subsidiary Legislation 545.24: Electrical Installations Regulations under Chapter 545: Regulator for Energy and Water Services Act of the Laws of Malta - https://legislation.mt/Legislation)*.

Key Expert 3: One (1) Site Manager/Resident Works Manager – The Site Manager/Resident Works Manager shall be in possession of a valid Qualification, from an Educational Institution, at MQF/EQF Level 4 (or equivalent), in Construction or in Civil Engineering or in Mechanical & Electrical (M&E) Installations.

Key Expert 4: One (1) Project Supervisor for Health and Safety Matters – The Project Supervisor for Health and Safety Matters shall be registered with the Occupational Health and Safety Authority (OHSA - https://www.ohsa.mt/), enabling one to practice in Malta as a H&S Project Supervisor, and accordingly one's name must be included in the 'Competent Person' Register (as per Subsidiary Legislation 646.27: Health and Safety at Work Regulations under Chapter 646: Chapter 646: Health and Safety at Work Act of the Laws of Malta https://legislation.mt/Legislation). The List of Competent Persons may be viewed from Legal & Policy / Competent Persons | OHSA.

N.B. None of the key experts shall be able to occupy more than one role throughout the duration of the contract.

Tenderer's Technical Offer (Organization and Methodology) (Note [3])

a) Technical Offer for all item requested in this tender
b) Information/ details on the installation methodology to be adopted:
    - Bidders are to provide a detailed write-up to describe how they will be executing the works.
    - Details on methods to be used to access all areas of the church façade, belfry and dome are to be given e.g. bidders are to clarify whether they propose to use cranes, mobile scaffolds, work through rope-access techniques etc. to carry out the installation works.
    - The submitted methodology must be signed by both the Contractor and his proposed Key Experts (i.e. the licensed electrician and OHSA approved Health and Safety Officer)
c) A Programme of Works (Gantt Chart) showing how bidders propose to carry out the works within the stipulated completion period.

(ii) **Literature** as per Form marked 'Literature List' to be submitted with the Technical offer at tendering stage. Alternatively, an Economic Operator can quote a reference number under which he/she has already supplied items so that there would be no need to submit literature. (Note 2)

(iii) Samples as per section in Form marked 'Sample List' maybe requested during the adjudication stage to supplement the technical offer submitted. If requested, the Samples must be submitted within fifteen (15) working days of being notified to do so. (Note 3)

If samples are not submitted within the specified timeframe, offer will not be considered further.

(D) Financial Offer

(i) The Tender Form and Tenderer's Declaration are to completed and submitted with the offer; a separate Tender Form is to be submitted for each option tendered, each form clearly marked 'Option 1', 'Option 2' etc.; (Note 3)

(ii) A financial offer is to be submitted by filling in Financial Bid Form and is to be calculated on the basis of **Delivered Duty Paid (DDP)[2020] (Grand Total)** for the works tendered inclusive of spare parts/after-sales services/maintenance/training as applicable. (Note 3)

Notes to Clause 7:

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

2. Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five (5) working days from notification.

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

Request for Clarification and / or rectifications concerning a previous request dealing with the same shortcoming shall not be entertained.

8. Tender Guarantee (Bid bond)

8.1 No tender guarantee (bid bond) is required.

9. Criteria for Award

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

SECTION 2 – EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

Part IX of the Public Procurement Regulations – S.L. 601.03
Appeals from decisions taken after the closing date for the submissions of an offer
(applicable to procurement where the estimated value meets or exceeds Euro5K)

***270**. Where the estimated value of the public contract meets or exceeds five thousand euro (€5,000) any tenderer or candidate concerned, or any person, having or having had an interest or who has been harmed or risks being harmed by an alleged infringement or by any decision taken including a proposed award in obtaining a contract, a rejection of a tender or a cancellation of a call for tender after the lapse of the publication period, may file an appeal by means of an objection before the Public Contracts Review Board, which shall contain in a very clear manner the reasons for their complaints.*

***271**. The objection shall be filed within ten (10) calendar days following the date on which the contracting authority or the authority responsible for the tendering process has by fax or other electronic means sent its proposed award decision or the rejection of a tender or the cancellation of the call for tenders after the lapse of the publication period.*

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

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

***274**. The Secretary of the Public Contracts Review Board shall immediately notify the Director, the Sectoral Procurement Directorate and, or the contracting authority, as the case may be, that an objection had been filed with his authority thereby immediately suspending the award procedure.*

***275**. The Department of Contracts, the Sectoral Procurement Directorate or the contracting authority involved, as the case may be, shall be precluded from concluding the contract during the period of ten (10) calendar days allowed for the submission of appeals. The award process shall be completely suspended if an appeal is eventually submitted.*

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

(a) any decision by the General Contracts Committee, the Sectoral Procurement Directorate or the Special Contracts Committee or by the contracting authority, shall be made public by affixing it to the notice-board of the Department of Contracts, the Sectoral Procurement Directorate or of the office of the contracting authority, as the case may be, or by uploading it on government's e-procurement platform prior to the award of the contract if the call for tenders is administered by the Department of Contracts;

(b) the appeal of the complainant shall also be affixed to the notice-board of the Public Contracts Review Board and shall be communicated by fax or by other electronic means to all participating tenderers;

(c) the contracting authority and any interested party may, within ten (10) calendar days from the day on which the appeal is affixed to the notice board of the Review Board and uploaded where applicable on the government's e-procurement platform, file a written reply to the appeal. These replies shall also be affixed to the notice board of the Review Board and where applicable they shall also be uploaded on the government's eProcurement platform;

(d) the authority responsible for the tendering process shall within ten (10) days forward to the chairman of the Public Contracts Review Board all documentation pertaining to the call for tenders in question including files and tenders submitted;

(e) the secretary of the Review Board shall inform all the participants of the call for tenders, the Department of Contracts, the Sectoral Procurement Directorate and the contracting authority of the date or dates, as the case may be, when the appeal will be heard;

(f) when the oral hearing is concluded, the Public Contracts Review Board, if it does not deliver the decision on the same day, shall reserve decision for the earliest possible date to be fixed for the purpose, but not later than six (6) weeks from the day of the oral hearing:

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

(g) the secretary of the Review Board shall keep a record of the grounds of each adjournment and of everything done in each sitting;

(h) after evaluating all the evidence and after considering all submissions put forward by the parties, the Public Contracts Review Board shall decide whether to accede or reject the appeal or even cancel the call if it appears to it that this is best in the circumstances of the case.

SECTION 3 – SPECIAL CONDITIONS

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

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

Note: Although the Xewkija Parish is not an NGO this tender adopts the format and templates of the NGO procurement document published/ made available by the Department of Contracts as requested by the *Scheme for the lighting of external facades of churches in Gozo published by the Environmental Innovation and Greening Directorate formerly known as the EcoGozo directorate.(MFG)*

Article 2: Law Applicable

2.1 The laws of Malta shall apply in all matters not covered by the provisions of the contract. 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

2.2 The language used shall be English. All applications and 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.

Article 3: Order of Precedence of Contract Documents

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

(a) the Contract;
(b) the Special Conditions;
(c) the General Conditions;
(d) the Contracting Authority's technical specifications and design documentation;
(e) the Contractor's technical offer, and the design documentation (drawings);
(f) the Bill of Quantities/Financial Bid Form (after arithmetical corrections)/breakdown;
(g) the tender declarations in the Tender Response Format;
(h) any other documents forming part of the contract.

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

Article 4: Communications

4.1 Any written communication following the award of this contract must be sent by email, post or by hand to:
The Project Leader
St John the Baptist Parish
Ix-Xewkija, Gozo
Tel: +356 2155 6793
Email: tendersxewkijaparish@gmail.com

Details of the official person to contact and an official email account will be provided to the awarded bidder upon endorsement of the contract. The Contractor shall at all times respect the Contracting Authority's preferred and/or established lines of communication.

Without prejudice to what is being stated in Article 4.1 of the General Conditions the Final Beneficiary is also making the following conditions:

a. All communication must be addressed in the English language as per clause 2.2 above.
b. any communication (with regards to this tender or related service) with the public, etc., including the press, has to be approved by the Project Manager and the Ministry for Gozo prior to publication.
c. All communications sent to the Contractor shall be replied by the Contractor within a maximum of 24 Hours.

Without prejudice and in addition to the General Conditions, the Project Leader may issue communications by electronic mail and may issue communications on site to the Contractor's representative and if necessary, this may also be done orally, but in any case such instructions are to be endorsed in writing as soon as is reasonably possible.

Article 5: Supervisor and Supervisor's Representative

Further to what is being stated in the General Conditions, the names of the Contracting Authority appointed Supervisor and of his Representatives shall be notified to an appointed provider on the signing of the Contract for the works to be undertaken.

The Supervisor is a natural or legal person appointed by the Contracting Authority to monitor the execution of the Contract on the latter's behalf. The Supervisor shall be bound by those duties and obligations as set out in this contract. The Supervisor will assume the responsibility of the Perit between the issue of the Commencement Notice of the Works as per Article 31 (Commencement Order) and the issue of the Final Acceptance Certificate of the works under Article 59 (Final Acceptance). The Supervisor shall have no authority to relieve the Contractor of any of his obligations and shall have no authority to amend the contract. The main duties of the supervisor are the following:

i. Monitoring conformity of the materials and works, including workmanship, to the specification and agreed method statements, appropriate standards and works' practices (as indicated in 'Technical Specifications') and good workmanship.
ii. Agreeing the extent of the works by inspecting the works and reviewing test results and allow the Contractor to confirm the exact nature and extent of works required.
iii. Monitoring the Contractor's performance and progress.
iv. Reviewing the contractor's method statements, programme of works and CMP as applicable.
v. Monitoring the contractor's quality control.
vi. Agreeing the extent of work included in the valuations.
vii. Reviewing contractor's contractual claims and reporting.
viii. Preparing project reports, including projected completion date and financial projections of the works.

The Supervisor, while retaining ultimate responsibility as identified in Article 5.1, may from time to time assign duties or delegate authority to assistants appointed by the Contracting Authority, and may also revoke such assignment or delegation. Assistance appointed in accordance with this article may include a resident Supervisor and/or independent Supervisor appointed to inspect test items of plant and materials. Any assignment, delegation or revocation shall be in writing and shall not take effect until copies thereof have been delivered

to both the Contractor and Contracting Authority. The Supervisor shall not delegate the authority to determine and to agree any matter in relation to claims for variations, disputes and litigation.

Further to what is stated in the General Conditions, should it become necessary for the Contracting Authority's Supervisor or Contracting Authority's Supervisor's representative to issue verbal instructions on site, these same instructions shall take in the form of Administrative Orders. Such Administrative Orders are to be confirmed in writing and delivered to the Contractor by the Supervision or his/her representative within one (1) calendar day.

Further to what is stated in the General Conditions, the Contracting Authority's Supervisor and/or Contracting Authority's Supervisor's representative shall have the power, during the course of the work, to order the Contractor to remove from the site any materials which are considered to be of an inferior quality. He shall also have the power to order the removal and a proper re-execution of any irregular work executed with the rejected materials or in a manner contrary to the spirit of the specifications. Such orders shall be carried out by the Contractor at his/her own expense.

In case of default on the part of the contractor to carry out such orders, the Supervisor and/or Contracting Authority's Supervisor's representative shall have the power to employ and pay other persons to carry out same at the contractor's expense; such expenses will be deducted from any monies that may be due to the contractor.

The contractor shall, if ordered in writing by the Contracting Authority's Supervisor or Contracting Authority's Supervisor's representative suspend the works or any part thereof for such periods and at times as so ordered and shall not, after receiving order, proceed with the work therein until he receives written authority from the project Manager, to proceed therewith. The contractor shall not be entitled to claim compensation for any loss or damage sustained as aforesaid.

Should it appear to the Contracting Authority's Supervisor or Contracting Authority's Supervisor's representative or any duly authorised member of his staff that any work in progress is being executed in a faulty manner, with unsuitable materials, by unskilled workmen/or by any means or manner not in accordance with the contract documents, then he or they may order immediate suspension of such faulty works by direct order to the contractor's supervisory staff, foreman or ganger, until such time as the contractor shall adopt remedial measures to the satisfaction of the Supervisor/Engineer and Supervisor's representative (and/or Project Manager as delegated) from the Contracting Authority. Such order shall be complied with immediately. The contractor shall not be entitled to any extra payment, compensation or extension of time for the completion on account of such suspension.

The Supervisor representing the Contracting Authority and Contractor's representative must also attend management meetings in order to review the arrangements of future work. The Supervisor shall record the business of management meetings and supply copies of the record to those attending the meeting, the Implementing Authority and Contracting Authority. In the record responsibilities for actions to be taken shall be in accordance with the contract.

The Contractor's Key Experts must also attend management meetings when requested by the Supervisor and/or the Contracting Authority. The Supervisor shall notify the Contractor of the requirement of a particular Key Expert's attendance at least three (3) working days prior to the meeting. The Contractor shall become liable to a penalty of €250 (two hundred and fifty euro) for each occurrence in which a Key Expert fails to attend meetings.

The instructions by the Supervisor and/or his representative will be given to the Contractor in writing or verbal, and which both instructions will be referred to as Administrative Orders. Such instructions will be immediately listed in a spreadsheet by the Supervisor and will be considered as received by the Contractor. Any verbal instructions given to the Contractor by the Supervisor will be confirmed in writing by the Supervisor himself within 24 hours and shall be acknowledged within 2 (two) working days by the Contractor.

Failure to abide to an Administrative Order will be treated as a default by the Contractor and the Supervisor will be required to issue a reminder to such an Order at his own discretion. Failure to abide to a reminder to an Administrative Order within one calendar day, will result in the Contractor being liable to a penalty of €100 (one hundred euro) per day for each occurrence until an acknowledge is received.

Article 8: Supply of Documents

8.4 Further to the General Conditions, the general procedure adopted is that, during the execution of this contract, the Supervisor, acting on behalf of the Contracting Authority and hence the Xewkija Parish, shall have the authority to issue to the Contractor further administrative orders incorporating such supplementary documents, drawings and instructions as may be necessary for the proper execution of the contract and for the remedying of any defects therein. The issue of such further orders shall in no way invalidate this contract.

Further to the above, the Contractor shall provide technical submittals for approval. Such technical submittals may consist of details regarding materials, plant and equipment to be installed, methodologies, specifications and/or working drawings. All submittals shall be numbered sequentially for ease of reference and shall be submitted to the Contracting Authority and the Supervisor / Engineer, as applicable. The Contracting Authority, through the Supervisor and/or the Engineer, will provide feedback on each submittal in the form of an approval, an approval with comments, or a request for re-submittal within two (2) working days from receipt of the documentation. In cases where statutory approvals or other factors beyond the Supervisor's control are involved, and/or where consultation with other stakeholders is required, this review period may be extended, but the necessary approvals or requests for amendments/revisions shall, unless otherwise indicated by the Supervisor, be issued no later than five (5) calendar days after submission.

Any documents and drawings prepared by the Contractor are to be submitted for approval in accordance with the above procedure. The Contractor shall be bound to revise such documents/drawings or re-issue new documents/drawings as many times as deemed necessary by the Supervisor / Engineer until approval is obtained, at no additional cost to the Contracting Authority. This tender dossier, including its drawings, is to be taken as the project brief being given to the prospective Contractor. If so dictated by project exigencies during the course of the works, the Contractor shall be bound to revise such drawings and issue further drawings to the satisfaction of the Supervisor / Engineer. All additional expenses for changes triggered by the Contractor shall be borne solely by the Contractor and shall not give rise to any claim for additional payment or to any modification of the approved project schedule/timeline.

An engineering company having specific expertise in electrical lighting installations has been appointed by the Contracting Authority to assist it throughout the implementation of the project, including in the management and supervision of works to be executed under this contract. The Xewkija Parish and its appointed Engineering Consultants together constitute the Project Management Team responsible for overseeing the execution of this contract. Whilst retaining ultimate responsibility, the Supervisor may delegate any of the duties and authority vested in the Supervisor to members of the Project Management Team. Any reference to the "Supervisor" in this tender dossier shall thus be deemed to refer also to any

member of the Project Management Team to whom authority has been delegated by the Supervisor. Furthermore, any reference to the "Engineer" in this tender dossier shall refer to the representative of the Engineering Consultants appointed by the Contracting Authority / Supervisor to represent it on specific matters related to this tender/contract.

The Contractor shall also submit a programme of works and a schedule of works (Gantt chart) as described in Article 15.1 of these Special Conditions. The Contracting Authority, through the Supervisor and/or the Engineer, may request amendments to these documents. Any such request for amendments shall be submitted to the Contractor within two (2) working days from the Contractor's submission. The Contractor shall then submit the amended programme of works and/or schedule of works, as requested by the Contracting Authority, for final approval within a further two (2) working days from the date of the request for amendments.

All methodologies, materials, drawings, specifications and any other documentation as may be necessary and/or as may be requested by the Supervisor / Engineer shall be submitted to the Supervisor / Engineer, accompanied by the relevant forms, who will in turn consult with all stakeholders involved and issue the necessary approvals or request the necessary amendments/revisions in accordance with the timeframes specified above.

For the duration of this contract, the Contractor shall provide all necessary certifications, declarations and reporting (including photographic records) listed in the technical specifications to the Contracting Authority as and when requested to do so. The Contractor shall also place at the disposal of the Supervisor, temporarily and free of charge, all patterns, instruments and similar tools which are considered necessary for verifying and inspecting the works to be carried out and the items to be provided, and shall provide all access necessary for verifying and inspecting the works and items being provided.

Article 9: Access to the Site

9.1 Further to what is being stated in the General Conditions, the period set for provision of access to the work site by the Contracting Authority shall be of one (1) week from the commencement order.

9.2 All persons acting on behalf of the Contracting Authority shall at all times have access to the works and to the site, and to all workshops and places under the control of the Provider, or of any of his Sub-Contractors.

The Contractor shall observe all rules and regulations regarding the use of public access roads. The cost of maintaining all necessary safety measures and temporary structures and making any necessary repairs, replacements or similar operations and all or any other costs required by reason of this use of such roads shall be borne by the Contractor and the Contractor shall save harmless and indemnify the Contracting Authority in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such operation or interference.

Article 10: Assistance with Local Regulations

10.4 Further to the General Conditions, the Contractor shall be responsible to obtain all necessary permits other than the Planning Authority, which permits (if applicable) are to be provided by the Contracting Authority. Without prejudice with what is being requested in the General Conditions, the Contractor shall comply with all the necessary procedure for obtaining any permits, visa, authorization or licenses that may be required for the successful completion of the contract. Expenses regarding any permits, visa, authorizations, licenses and other related documentation to legislation shall be borne by the Contractor. The Contractor shall be familiar

with the permit procedures and shall make sure that he abides with all the conditions of the respective Authorities and Entities.

The responsibility for ensuring compliance with local regulations and for obtaining all necessary permits and licences rests solely on the Contractor. All related costs shall be borne by the Contractor and no claims for extra payment will be entertained in this respect. Such arrangements shall include but not be limited to all liaison and applications for temporary or permanent service supplies with service suppliers such as Enemalta, WSC, ARMS etc. required for and throughout the execution of the works.

Article 11: The Contractor's Obligations

11.1 Further to the General Conditions, the Contractor shall also be responsible to meet all obligations set out in the contract as required by law, regulations and/or relevant authorities to the fullest extent. The conditions laid down in the articles hereunder shall be read and construed in conjunction with and supplementary to Article 11 of the General Conditions.

Further to the provisions of the General Conditions, the Contractor shall be responsible for the adequacy, stability and safety of all Site operations and of all methods of work. The Contractor shall be responsible for all Contractors' documents and works. The Contractor is expected to take into consideration need to coordinate vehicular access to the site with authorities concerned. He/ She shall obtain all necessary authorisation from the Xewkija Local Council and other applicable authorities whenever access or closure of streets is required. Fees related to such authorisations/permits shall be borne by the contractor.

No work shall be carried out on the site outside the church's opening hours or on the recognized days of rest unless prior approval is sought and given by the Contracting Authority. For works carried on site, the opening hours of the Xewkija Parish Church shall be taken to be Monday to Saturday: from 6.00 am to 7.00 pm; Sunday: from 7.00 am to 3.00 pm. Works may be carried out during these opening hours whilst ensuring that the minimum inconvenience and disruption is caused to the parishioners/ tourists assessing the church.

The Contractor shall whenever required by the Contracting Authority, submit details of the arrangements and methods that the Contractor proposes to adopt for the execution of the Works. No significant alteration to these arrangements and methods shall be made without this having previously been notified to the Contracting Authority. The Contractor shall be bound to have taken into account the need for such submissions and revisions in his tendered rates and the requests for such submissions and revisions thereof will in no way invalidate the Contract or entitle the Contractor to extra payment.

The Contractor shall, as specified in the contract or as instructed by the Contracting Authority allow appropriate opportunities for carrying out work within the site to:

- personnel of the Contracting Authority,
- any other contractors employed by the Contracting Authority, and
- the personnel of any legally constituted public authorities;

who may be employed in the execution on, or near the Site, of any work not included in the contract. Any such instruction shall not constitute a variation and the Contractor shall not be entitled to any extra cost. Services for these personnel and other contractors may include the Contractor's Equipment, Temporary Works or access arrangements, scaffoldings which are the responsibility of the Contractor.

Furthermore, when planning execution time frames the Contractor is to factor in the possibility that he/ she may be required to suspend all or part of the works being carried out in order not to disturb any official function/ liturgical celebrations or activity being held by the Contracting Authority within the church or its immediate external surroundings. At the start of works the Contractor shall seek the Contracting Authorities guidance vis-à-vis such activities/possible suspension of works. If any additional activities are scheduled by the Contracting Authority, other than those identified at the start of works, the Contractor will be notified of the need to suspend works at least 48 hours in advance and will not be eligible for compensation other than an extension of time.

The Contractor is to note that access to the church/ other public/private buildings and surrounding streets must be maintained at all times.

When un/loading materials and equipment, the Contractor must ensure that the streets surrounding the site remain open at all times. The Contractor shall always liaise with the Contracting Authority and inform its representatives in advance vis-a-vis any traffic arrangements being made while the works are being carried out. The Contractor is moreover responsible to obtain at his expense all necessary permits and make all necessary arrangements with concerned authorities vis-a-vis road closures, traffic arrangements etc.

11.2 The Contractor shall at all times employ workmen and competent persons with the necessary qualifications, skills and experience, in sufficient number, to ensure the satisfactory execution of the Works and compliance with the Programme of Works, and shall provide all equipment, plant, facilities and resources required to enable such persons to complete the Contract within the prescribed time.

Without prejudice to the foregoing, the Contractor is hereby reminded of the need to appoint, for the duration of this Contract, the following key personnel:
(a) a warranted Electrical Engineer as Key Expert 1;
(b) a licensed Electrician (Licence B) as Key Expert 2; and
(c) an OHSA-approved Health and Safety Officer as Key Expert 3.

The Contractor shall moreover appoint a Site Manager, who shall be expected to be present on the site of works at all times during the execution of the Works (or as otherwise directed/approved by the Supervisor).

The above-mentioned Key Experts and Site Manager shall be maintained throughout the execution of the Contract. Any proposed replacement shall be subject to the prior approval of the Supervisor/Contracting Authority, and shall be with personnel of equivalent or higher qualifications and experience. Any absence, vacancy or replacement of key personnel shall not relieve the Contractor of any obligations under the Contract, nor shall it entitle the Contractor to any extension of time and/or additional payment, unless expressly provided for under the Contract.

Any orders and/or instructions given by the Supervisor/Engineer to the Contractor's appointed Electrical Engineer or Electrician and/or Site Manager shall be deemed to have been given to the Contractor.

The Contractor shall, in respect of all persons employed by him for the execution of the Contract, comply with the requirements of Maltese Labour Law and all other applicable laws and regulations in Malta. The Contractor's attention is particularly drawn to regulations concerning hours and conditions of labour, holidays, night work, rates of pay, sanitary and safety conditions, medical services, health cards, social insurance and accident insurance, as

well as any other statutory obligations relating to employment and occupational health and safety.

11.7 The Contractor shall take full responsibility for the adequacy, stability and safety of all operations and methods of construction/works under the contract. If any loss or damage happens to the Works, or any part thereof, or materials or Plant for incorporation therein, for which the Contractor is responsible for the care thereof, from any cause whatsoever, including but not limited to loss and/or damage arising from weather or sea conditions, the Contractor shall, at his own cost, rectify such loss or damage so that the Works conform in every respect with the provisions of the contract to the satisfaction of the Supervisor. The Contractor shall also be liable for any loss or damage to the Works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations under Articles 58 (Maintenance Obligations) and 59 (Final Acceptance) of the General and Special Conditions.

11.8 Without prejudice to Article 35, the Contractor shall comply fully with any administrative orders given to him. Where the Contractor considers that the requirements of an administrative order exceed the authority of the Supervisor or the scope of the contract, he shall, on pain of being time-barred, notify the Supervisor of this fact within ten days of receiving the administrative order and inform the Ministry for Gozo. Execution of the administrative order shall be suspended during this period.

11.11 The Contractor, including all the subcontractors, has to comply with all the legislation and regulations concerning employment in Malta, especially the posting of Workers in Malta Regulations; and must liaise with the Department of Industrial and Employment Relations, Malta - DIER and JobsPlus, to notify about such workers, fill in the appropriate forms and submit the required documentation; and must provide copies of such notification forms to the Authority.

11.14 The Contractor shall whenever be required by the Supervisor, submit details of the arrangements and methods that the Contractor proposes to adopt for the execution of the Works. No significant alteration to these arrangements and methods shall be made without this having previously been notified to the Supervisor. The Contractor shall prepare detailed construction drawings required for the Permanent Works. The Contractor shall be responsible for these detailed construction drawings, and it shall, when the works are completed, be fit for such purposes for which the part is intended as specified in the Contract.

11.16 The Contractor shall treat all documents and information received in connection with the contract as private and confidential. He shall not, save in so far as may be necessary for the purposes of the contract's execution, publish or disclose any particulars of the contract without the prior consent in writing of the Ministry for Gozo. If any disagreement arises as to the necessity for any publication or disclosure for the purpose of the contract, the decision of the Ministry shall be final.

11.19 Article 11.19 of the General Conditions shall not apply to this tender.

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

Article 13: Performance Guarantee

13.1 The Contractor shall, within 15 calendar days of receipt of the contract, sign and date the contract and return it together with the original copy of the Performance Guarantee. The contract will not be endorsed by the Contracting Authority until the performance guarantee is submitted. The Contractor is therefore obliged to forward the original Performance Guarantee

to the Contracting Authority. The amount of the guarantee shall be 4% where the amount of the total contract value is between €10,000 and €500,000 exclusive of VAT, and 10% where the amount of the total contract value is €500,000 or above.

The Performance Guarantee is to be valid for a period of twelve (12) months, renewable every year in accordance with the duration of the Contract Agreement.

13.4 Further to the provisions of Article 13.4 of the General Conditions, the performance guarantee shall be held against payment to the Contracting Authority for any loss resulting from the Contractor's failure to perform his contractual obligations fully and properly. It is to be clearly understood that the Contracting Authority shall have the right to forfeit part or all of the Performance Guarantee if, at any point along the execution of the contract, the Contractor fails to perform ANY of his contractual obligations, including failure to provide at any time throughout the execution of the contract the Key Experts being requested under Clause 7(C)(i) of the Instructions to Tenderers. In the case of failure to provide the Key Experts or in the case of inadequate performance of the works, or part thereof, the percentage of the Performance Guarantee to be forfeited shall be at the sole discretion of the Contracting Authority. Forfeiture of the Performance Guarantee or part thereof may be executed at any point during the execution of the Contract should the Contracting Authority see that the Contract, or part thereof, is not being respected.

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

13.9 The performance guarantee shall be released within thirty (30) days from the issue of the provisional acceptance and certification of all works related to the specific contract subject to the prior submission of a Retention Guarantee as per provisions of Article 45 of these Special Conditions.

Article 14: Insurance

14.1 Further to the requirements under Article 14.1 of the General Conditions, the insurance policies (referred to in Article 14 - Insurance of the General Conditions) shall be in the joint names of the Contractor and the Contracting Authority and shall contain a Cross Liability Clause to the effect that it shall cover claims made by the Contracting Authority notwithstanding that the said policies are also in their names. The insured period for each and every policy should cover all stages from the commencement notice of the works up to and including final acceptance.

14.3 The contractor shall take out insurance in both his own and the contracting authority’s name against any loss or damage to any of the above-mentioned property to which this document refers or any damage to third party property for which he is liable under the contract.

The contractor shall provide a standard contractor’s all risk insurance policy in joint names of the contracting authority, covering also responsibilities vis-à-vis third parties, the works against loss or damage by fire, storm, tempest, lighting, floods, earthquakes, aircraft, aerial objects, riot or civil commotion for the full value thereof plus 15% for the whole duration of the contract and is to cover the following:

- Material Damage: The contractor is required to insure for the whole duration of the contract against risk of damage to the building itself on which the installation is being made through this contract, together with materials and plant for incorporation thereto, for the amount of €500,000 per accident with the number of occurrences

unlimited against all loss or damage from whatever cause arising other than from force majeure.

- Third Party Liability: The contractor is required to insure for the whole duration of the contract for the amount of €1,000,000 per accident with the number of occurrences unlimited against each party's liability for any loss, damage, death or bodily harm, that may be caused to third parties, or to any person that is authorized to be on site at any given time, or any damages to property belonging to third parties, including loss of profits that may be sustained by third parties.

The insurance cover shall be unlimited in terms of clause 14.3 of the general conditions in the case of personal injuries, with the number of occurrences unlimited.

The Contractor shall ensure that the requested insurance policy remains valid up till completion of all works as certified by the Xewkija Parish's appointed Engineering Consultants. As per provisions of this clause the Contractor shall submit timely renewals of the requested insurance/s whenever required. The Contracting Authority will not affect any payments to the Contractor unless a valid and approved insurance policy/ies is in place.

The above requested insurance policy can be replaced by the Contractor's annual CAR policy subject that it fulfills the limits of indemnity identified above and subject to the Contractor's insurer's underwriting that the Xewkija Parish (as Contracting Authority) and the works covering the supply, installation and testing of the electrical LV installation, luminaires and lighting control system for the exterior of the Xewkija Parish Church' are included under said policy.

The premium/s shall be affected by the contractor at his own expense. The insurance shall for all effects and purposes be deemed to be a Maltese contract and shall be governed according to Maltese laws and subject to the Maltese Courts jurisdiction. Each time the premium is paid, the contractor shall submit evidence of payment to the Contracting Authority.

14.5 Notwithstanding the conditions referred to in Article 14.5 of the General Conditions, all the insurances referred to shall be taken out within fifteen (15) calendar days of the request by the Contracting Authority or as may be agreed and submitted with the signed specific contract. The insurances shall be approved by the Contracting Authority prior to the commencement date set in the Commencement Order.

The insurance shall be left in place until formal hand over of the Work has been affected by the Provider to the Contracting Authority issued by the appointed Supervisor to the Provider and copied to the insurers.

It shall be the sole responsibility of the Provider to make adequate provisions for the taking out of any additional insurance in respect of plant, employees and the works in general as he may deem appropriate.

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

If and so far as the contractor fails to effect and keep in force any of the insurance policies referred to above, then the contracting authority may affect and keep in force any such

instances and pay any premium as may be necessary for that purpose and deduct the amount so paid to any monies due to the contractor.

14.6 Notwithstanding the Contractor's insurance obligations under Article 14.1 and Article 14.6 of the General Conditions, the Contractor shall bear sole liability for, and indemnify and hold harmless the Central Government Authority, the Contracting Authority, being the Xewkija Parish, the Gozo Diocese, and their representatives on this contract, and the Project Manager against all losses and any claims (including but not limited to costs incurred / claims made by third parties for loss in business or delays in provision of services) by third parties for damage to property or personal injuries arising from the execution of the contract by the Contractor, his subcontractors and their employees.

Article 15: Performance Programme (Timetable)

15.1 The execution period is of twenty-four (24) weeks from the date of the Commencement Order (Order to Start Works) following signature of contract as stipulated in Article 31 of the Special Conditions.

15.2 Following award of contract, the successful contractor shall furnish the Contracting Authority with an updated Performance Programme (Timetable) and a workplan in the form of a Gantt Chart (respecting the timeframes within Article 32.1 of the Special Conditions and the contractor's technical offer, and possibly improve them), and relevant drawings, which shall all be approved by the Contracting Authority prior to commencement of any works. Prior to proceeding with the works, the contractor shall also seek the Contracting Authority's written approval of the manner in which he proposes to carry out each phase of the works.

The updated Workplan and Programme of Works, if so requested, shall be submitted by not later than five (5) working days starting from an official request by the Contracting Authority following endorsement of the Contract. This timeframe shall also apply to any drawings or documents requested by the Contracting Authority.

The supply and lay indicated above must proceed during the period of this contract without any interruptions. Failure to comply with the above instructions will result in penalties being imposed by the Contracting Authority.

Should situations arise whereby, due to circumstances that are deemed to be beyond the Contracting Authority's control, works on some sections of the contract cannot commence, the appointed contractor may be instructed by the Supervisor to revise the phasing of his programme of works so that works may commence in those sections where possession of the site and clearance to proceed by the Contracting Authority may be given.

The Contracting Authority shall assess the conduct of and the progress of works by the Provider in relation to the approved method statement and works programme and may engage other Providers to carry out works, if the conduct and / or the progress of works falls to below required levels, unless unforeseen difficulties, duly recognized in a written statement by the Contracting Authority are encountered, or stoppage in writing by the Contracting Authority's officials, Police or other Corporations or Authorities.

Article 17: Contractor's Drawings/Diagrams

17.1 The Contractor shall draw up and submit any drawings, diagrams, and any literature, documents, samples, models, items and/or submissions required for the execution of the Works, and shall submit the same to the Supervisor (and the Engineer, where applicable, acting as the Supervisor's Representative) for approval, in accordance with the procedure indicated

in Article 4 of the Special Conditions. The Contractor shall also submit any such drawings as the Supervisor may reasonably require for the performance of the Contract.

Further to Article 17.1 of the General Conditions, any such detailed drawings and/or submissions requested in writing by the Supervisor/Engineer shall be submitted within five (5) working days from such request (unless otherwise directed/approved by the Supervisor).

17.7 Further to what is stated in Article 17.7 of the General Conditions, upon completion of the Works and prior to Provisional Acceptance, the Contractor shall submit As-Installed (As-Built) Drawings, operating and maintenance manuals, and all manufacturers' literature, in sufficient detail to enable the Xewkija Parish to operate, maintain, adjust and repair all parts of the Works. The Works shall not be considered complete for the purposes of Provisional Acceptance until such manuals, drawings and literature have been supplied to the Contracting Authority (and copies provided to the Xewkija Parish, where applicable). The Contractor is duly bound to supply all manuals and manufacturers' literature as listed in the literature list attached to this tender dossier.

All documents, manuals and literature shall be in English. The Contractor shall be deemed to have taken into account the need for such submissions, revisions and resubmissions in his tendered rates, and requests for such submissions and/or revisions shall not invalidate the Contract nor entitle the Contractor to extra payment.

Article 18: Tender Prices

18.1 Further to Articles 18.1 of the General Conditions, the Contractor shall be deemed to have inspected and examined the Site and its surroundings and to have obtained for himself all necessary information as to the risks, contingencies and other circumstances influencing or affecting his tender, and to have satisfied himself as to the sufficiency and correctness of the tender and of the rates and prices submitted.

Accordingly, the rates tendered shall be deemed to be inclusive and to cover all supplies and works specified, as well as any other work which, notwithstanding its omission, is contingent, complementary or indispensable for the execution of the Contract in its entirety and as intended. The Contractor shall ensure that all tendered rates include all handling (including any double handling), delivery to Site/locations as instructed, carting away and dumping fees, and all associated requirements.

All materials which cannot be re-utilised shall be loaded, carted away and disposed of at an authorised facility. All site arrangements, permits, logistics, hoarding, plant, specialised equipment and materials necessary for execution of the Works shall be deemed included in the submitted prices.

The Contractor shall be deemed to have allowed for all risks, contingencies and circumstances influencing the tender, including (without limitation) fluctuations in the cost of fuel, labour, materials and other factors affecting execution of the Contract; claims for price revisions on such grounds shall not be entertained.

The rates shall also be deemed to include for coordination with other contractors who may be working concurrently on or in the vicinity of the Site.

No plea of ignorance of conditions existing or encountered in execution, arising from failure to carry out the necessary examinations and investigations, shall be accepted as an excuse for any failure or omission, or as a basis for any claim for extra compensation.

18.2 Further to article 18.2 of the General Conditions, the tendered rates are deemed to cover all work as specified, as well as any other works that are of a contingent or indispensable nature for completing the work in its entirety and to the satisfaction of the Architect in charge. The rates shall be inclusive of architects' fees, measurement fees and all other charges applicable by law including but not limited to all items listed in the Preambles in each Bill of Quantities (BOQ).

18.3 As per General Conditions.

Article 20: Safety on Site

20.2 Further to the provisions of the General Conditions, it is the obligation of contractors to carry out a suitable, sufficient and systematic assessment of all the occupational health and safety hazards which may be present at the place of work and the resultant risks involved concerning all aspects of the work activity.

20.3 Further to the provisions of the General Conditions, it is also the duty of a contractor to cooperate with other employers, contractors and, or self-employed persons who share a common workplace, on the implementation of Health and Safety provisions. The contractor or his designate shall co-ordinate necessary actions in matters which concern protective and preventive measures and shall inform all on site as well as the Project Supervisor regarding any potential risks.

In addition to the General Conditions, the contractor shall:

a) Where there is an imminent danger to the safety of workers, he shall take immediate steps to stop the operation and evacuate workers as appropriate;
b) Secure the site by fencing, to close off specific areas and to prevent unauthorized access, provide adequate lighting, guarding and watching to the areas covered by the contract;
c) Install Notice/s and signage, giving information on the specific hazards, and on the availability of emergency assistance, shall be clearly displayed in a position such that those working on site can read it as well as those affected by the Site;
d) Ensure that routes for the movement of vehicular traffic around the place of work be clearly delineated. These routes shall be separated from the areas subject to overhead movements;
e) Ensure that escape routes and means of escape are kept clear at all times;
f) Identify the location of existing services, both overhead and underground, within and immediately surrounding the work site, and inform the respective utility companies to cover, disconnect or divert to render the site safe;
g) Close site to the public and co-ordinate lifting, slewing and overhead handling operations to avoid danger to third parties;
h) Take appropriate measures, or shall use the appropriate means, in particular mechanical equipment, in order to avoid the need for the manual handling of loads by workers;
i) Ensure that all openings through which workers are liable to fall shall be kept effectively covered or fenced and marked in the most appropriate manner;
j) Shall provide adequate and suitable lighting, including portable lighting when appropriate, at the Site of work;

k) Provide guard-rails and toe-boards to protect workers from falling from elevated workplaces; alternatively, adequate safety nets or safety sheets shall be erected, made fast and maintained, or adequate safety harnesses shall be provided and used;
l) Enclose hoist shafts with rigid panels or adequate fencing at ground level on all sides;
m) The contractor shall be responsible for ensuring that all persons on the Site, whether the Contractor's employees or otherwise, wear the necessary Personal Protective Clothing at all stages;
n) The Supervisor shall have the right to send away any of the Contractor's employees, or of his Sub-Contractors, or otherwise doing work on the site, if they do not comply with these requirements;
o) Avoid the risk of fire;
p) Control quickly and effectively any outbreak of fire;
q) Provide all fire extinguishers and train his personnel in Fire Fighting.

20.5 Further to the provisions of Article 20.5 of the General Conditions, the contractor is bound to conform with LN 88 of 2018, he shall also be responsible for the safe installation and operation of all lifting appliances and cranes used on site for the execution of works. The contractor shall if so necessary and requested nominate and assign an individual to fill the role of Site Manager as per LN 295 of 2007 for the duration of the works to be carried out through this contract.

20.6 Further to the provisions of the General Conditions, the Contractor shall be obliged to make all necessary arrangements to allow safe access into the site to any Contracting Authority representatives and/or press entities visiting the site in connection with Project publicity events.

20.7 Further to the provisions of the General Conditions, the Contractor shall appoint a health and safety officer to ensure compliance with Legal Notice 281/2004 (SL.424.29). The health and safety officer shall amongst other things implement all regulations and directions given in order to achieve the objectives of the Health and Safety Plan, as well as ensure the certification of scaffolding, hoists and any other equipment/machinery to be used on the site of works as fit for the intended works and immediately submit them to the Contracting Authority. The Contractor shall moreover be obliged to immediately carry out any actions recommended by the Contracting Authority's Project Supervisor for the Design Stage and Contracting Authority's Project Supervisor for the Construction Stage to be appointed by the Contracting Authority as per legal Notice 281/2004 (SL.424.29). The Contractor's Health and Safety Officer shall be bound to liaise with the Contracting Authority's Project Supervisor for the Design Stage and Contracting Authority's Project Supervisor for the Construction Stage accordingly. The Contracting Authority reserves the right to request the Contractor to substitute the appointed health and safety officer if in the opinion of the Contracting Authority he/she is not fulfilling his/her role properly.

Article 21: Safeguarding adjacent properties

21.3 The Contractor shall bear sole and complete responsibility for any loss or damage during the Contract to lands and other property lying outside the Site or to public utilities or facilities, including roads, sidewalks, driveways, curbs, landscaping, water, sewer, power and telecommunication lines and connections therefore, whether located within or outside the Site, and shall be obliged to promptly repay to the Ministry, other Government Authorities or third parties all costs and expenses incurred by them for and in connection with the repair or replacement of any such lands, public utilities or facilities damaged by the Contractor. The Contractor shall abide by all directives issued by the Ministry or other Government Authorities

for the purpose of protecting such lands, property, roads and other public utilities and facilities from damage.

Article 22: Interference with Traffic

22.1 Further to the General Conditions, routes for the movement of vehicular traffic and plant, within the work site, and immediately surrounding the work site shall be clearly delineated. These routes shall be separated from the areas subject to overhead movements. Routes for access for emergency vehicles, and for emergency evacuation of the Site, shall also be delineated. Concrete barriers shall be used to isolate routes for heavy vehicles and plant from pedestrian routes. Such requirements fall within the responsibility of the contractor. The contractor will also be responsible to engage any wardens/TM officials throughout the project to ensure safety of the public.

Article 23: Cables and conduits

23.6 The Contractor shall be responsible for locating and verifying the position of all existing drains, services and utilities, including (but not limited to) aerial and underground cables, pipes and ducts. To this end, the Contractor shall, during the execution of the Works, contact and liaise with all relevant utility stakeholders and authorities, including Enemalta, the Water Services Corporation, GO Plc, Melita Plc and any other public utility/service provider, in order to locate, identify and mark such infrastructure and to seek the necessary instructions and/or approvals as to how to deal with the same.

The Contractor shall be responsible for making all necessary arrangements with the respective utilities/authorities and for carrying out, at his own cost, any works relating to protection, safeguarding, temporary support, diversion/deviation, reconnection and/or any other measures deemed necessary by the respective utility or authority for the proper execution of the Works.

Should the Contractor need to carry out any excavation and/or trenching works in a public street, he shall make all necessary arrangements to register and obtain the relevant Trenching Works Permit from Transport Malta, and shall comply with all related requirements. All costs, fees and charges related thereto shall be borne by the Contractor.

Article 25: Demolished Materials

25.1 As per General Conditions.

25.2 As per General Conditions.

25.4 The Contractor shall cart away all material extracted, as a result of the excavation and demolition, from the site, in securely loaded and covered vehicles, taking care to prevent the spreading of mud and debris on the adjoining roads. Such material shall be disposed of in accordance with local regulations. The Contractor shall submit the proposed site of disposal of excavation debris, as well as the proposed method of transport of such debris, for approval, before carrying out any works.

Unless otherwise instructed during the course of the works, waste materials shall be progressively carted away and disposed of by the Contractor at his own expense and in an environmentally friendly manner and in such a way so as to ensure no accumulation of waste, debris, etc on the site of works. Carting away of material is to be carried out by the Contractor with the least inconvenience to nearby residents. Any debris constituting a health or fire risk is to be removed immediately. The premises, adjacent roofs and yards, and surrounding streets

are to be left clear of any waste material and debris at the end of each working day. All material is to be dumped in an ERA approved dumping site. Loose materials that are not required for use shall not be placed or allowed to accumulate on the site, so as to obstruct means of access to, and egress from, places of work and passageways.

Construction waste shall be covered and properly contained, so as to limit dust propagation. Stockpiles of excavated material, or of dismantled material stored for re-use, shall be watered down on a regular basis. Construction waste shall be collected in covered skips in specific areas, easily accessible to the waste disposal vehicles. Skips shall be removed on a regular basis, and not permitted to stay on site for periods of longer than one (1) week, except for materials that may have potential for re-use or re-cycling shall be maintained on site, albeit in an orderly fashion.

Article 26: Discoveries

26.2 Any discoveries will remain the property of the Contracting Authority. Further to the provisions of the General Conditions, the Contractor shall observe the provisions set out in the Cultural Heritage Act 2002 (CAP 445) at all times. Any in filled fissures, caverns, reservoirs/cisterns, hollows, Quaternary deposits, or other features of archaeological, historical, geological, geomorphological, hydrological, palaeontological interest which are discovered must be reported immediately to the Archaeological Monitor who is acting on behalf of the Superintendence of Cultural Heritage. The contractor shall halt the works and follow all instructions given by the Archaeological Monitor to protect or to investigate further the discovery. The Contractor shall co-ordinate and co-operate with the Archaeological Monitor appointed by the Contracting Authority and with the Local Authorities at all times. Any discoveries have to be surveyed and recorded on the Date Sheets as stipulated by the Malta Superintendence of Cultural Heritage and/or by the Archaeological Monitor.

Article 28: Soil Studies

28.1 As per General Conditions.

Article 30: Patents and Licences

30.1 As per General Conditions.

Article 31: Commencement Date

Following endorsement of the Contract and the submission of the Performance Guarantee by the Contractor in terms of Article 13 of the General Conditions, and subsequently the submission and approval of the Work Plan and Graphic Work Schedule as specified in Article 15.2 of the General Conditions, a written notification (the Order to Start Works / Commencement Order) shall be issued by the Contracting Authority to the Contractor in terms of Article 31 of the General Conditions. Such Order to Start Works shall be issued not more than sixty (60) days from the date of the last signature of the Contract.

The performance period of the Contract shall commence from the date of the Order to Start Works; this shall be the Commencement Date.

No works shall be allowed to commence on site unless the Contractor has furnished the Contracting Authority with:

(i) a certified true copy of the Insurance Policy in terms of Article 14 of the General Conditions; and

(ii) all documentation and arrangements required under the Health and Safety / Safety on Site obligations in terms of Article 20 of the Special Conditions and General Conditions.

Subject to penalties and consequences for delay as stated in Article 34 of the General Conditions, the Contractor shall be bound to start the Works on the specified Commencement Date.

Article 32: Period of Execution of Tasks

32.1 Furthermore, if the Contractor does not comply with the milestones identified and included in the Performance Programme (Timetable / Gantt Chart) as required under Article 15 of the General Conditions, and/or fails to progress the Works in such manner as to achieve completion by the deadline(s) specified in the Contract, the provisions and financial consequences for delay shall apply in accordance with Article 34: Delays in Execution of the General Conditions. For the avoidance of doubt, where the Contractor fails to complete the Works by the applicable deadline(s), the Contracting Authority shall be entitled to a penalty for mere delay for every day of delay or part thereof, in accordance with Article 34.1 of the General Conditions and at the rate and up to the maximum amount specified in the Special Conditions.

All works specified in this tender dossier, including the delivery of supplies, installation and commissioning, and the completion of the complete system in a functional state, shall be completed within twenty-four (24) weeks from the date of the Commencement Order (Order to Start Works) issued in terms of Article 31 of the General Conditions. The said period shall be the Period of Execution of Tasks in terms of Article 32 of the General Conditions.

The Contractor shall commit sufficient resources and shall be expected to carry out works on more than one area at any one time if so deemed necessary and as approved/directed by the Supervisor/Engineer (acting as the Supervisor's Representative), in order to guarantee that all works are completed within the stipulated period.

Should the Contractor anticipate at any time that he would be unable to execute the Works within the stipulated period, he shall immediately give notice accordingly in writing to the Supervisor/Contracting Authority, explaining the cause of the delay and the measures being taken to mitigate such delay. Any request for an extension of the Period of Execution of Tasks shall be made formally in writing and shall be dealt with strictly in accordance with Article 33: Extension of the Period of Execution of Tasks of the General Conditions.

The Contractor shall moreover be bound to liaise and cooperate with other entities/contractors employed by the Contracting Authority to work on the project, as specified elsewhere in this tender dossier, to ensure the successful completion of all components of the project within the stipulated period.

Article 34: Delays in Execution

34.1 Without prejudice to any other right or remedy available to the Contracting Authority under the Contract and the General Conditions, if the Contractor fails, under his own responsibility, to complete the Works (including the delivery of supplies, installation and commissioning) within the Period of Execution of Tasks as defined in Article 32 of the General Conditions, as may be extended in accordance with Article 33 of the General Conditions, the Contracting Authority shall be entitled, without formal notice, to a penalty for mere delay in accordance with Article 34.1 of the General Conditions, for every day of delay or part thereof between the expiry of the applicable period and the actual date of completion.

The penalty for delay shall be calculated at the rate of one five-hundredth (1/500) of the Contract price per day, subject to a maximum cumulative amount of twenty per cent (20%) of the total Contract price.

Without prejudice to the above, the Contractor shall also be liable to a penalty for delay at the same rate (1/500 of the Contract price per day) in respect of slippages against the timeframes and milestones stipulated in the approved Performance Programme/Workplan (Gantt Chart) required under Article 15 of the General Conditions, calculated on a month-by-month basis during the Period of Execution of Tasks, subject to a maximum of fifteen per cent (15%) of the total Contract price.

The Contracting Authority may remit such penalties, wholly or in part, if it is satisfied that the delay could not be avoided due to unforeseen conditions, provided that the delay and any extension of time have been formally requested by the Contractor and approved by the Contracting Authority in accordance with Article 33 of the General Conditions.

For the avoidance of doubt, such penalties shall also apply where the Contractor defaults in providing documentation and/or submissions required under the Contract within the stipulated timeframes, where such default results in delay and/or impacts compliance with the approved Performance Programme/Workplan and/or completion deadlines.

Article 35: Modification to the Contract

35.8 Further to what is being stated in the General Conditions, the right of the Contracting Authority to order repetition of works can be exercised in instances where it is necessary to amend the quantities in order to achieve the original scope of the contract and these inter alia may be requested due to unforeseen circumstances including changes occurring during and/or due to the condition of the site. Such works would be exposed during the course of works and inter alia include the detection of unidentified works evident only once the interventions have commenced. Such repetition shall be capped at 30% of the contract value.

Before ordering repetition works the contracting authority shall obtain the approval of the Central Government Authority.

35.9 Subject to what is stated in the Public Procurement Regulations the additional works (i.e. new works not included in the original contract) for the purpose of achieving the scope of the contract shall be capped at 30% of the contract value. Such additional works may be requested due to unforeseen circumstances due to the condition of the site, with issues which may only be identified when unearthing/uncovering parts of the site. Such works would be exposed during the course of works and inter alia include the detection of unidentified works evident only once the interventions have commenced.

Before ordering additional works, the contracting authority shall obtain the approval of the Central Government Authority.

Article 37: Work Register

37.1 The successful contractor shall be required to maintain a detailed work register, containing detailed weekly reports in the format specified and/or approved by the Contracting Authority's Supervisor. Such weekly reports shall include weather conditions, interruptions of work owing to inclement weather, hours of work, number and type of workmen employed on the site, materials supplied, equipment in use, equipment not in working order, tests carried out in situ, samples dispatched, unforeseen circumstances, safety, health and welfare of persons and

damage to property, description of work executed and details on the progress of the Works, as well as progress of the Works orders/instructions given to the Contractor by the Supervisor.

The Work Register shall also include photographic records of the original state of the site prior to the commencement of works as well as progressive photographic records of all interventions executed under this contract. The work register shall also include detailed method statement reports outlining methodologies employed in the execution of all works (including trials executed during the course of work). The method statements shall also identify all materials employed during the execution of the works, the specifications of which are to be attached; construction management plans and updated programmes of works as approved by the Contracting Authority's Supervisor. The Contractor shall also carefully map out all interventions executed in conformity to approved standards and conventions as agreed with and approved by the Contracting Authority's Supervisor on drawings provided by the Contracting Authority's Supervisor as per convention detailed by the Supervisor. This mapping shall be submitted to the Contracting Authority's Supervisor in digital format (Version ACAD 2013 or compliant) and two (2) colour-printed copies. One (1) soft copy and one (2) hard copies of the work register shall also be submitted to the Contracting Authority on completion of works, prior to the issue of the provisional acceptance certificate.

37.2 Weather conditions, interruptions of work owing to inclement weather, hours of work, number and type of workmen employed on site, materials supplied, equipment in use, equipment not in working order, tests carried out in situ, samples dispatched, unforeseen circumstances, as well as orders given to the contractor shall all be logged in daily by the supervisor.

37.3 Quantities are to be recorded on a weekly basis as works are being carried out. This log of quantities shall in turn be used to issue bills for the works carried out for payments to be made to the contractor.

Article 38: Origin

38.1 As per General Conditions.

Article 39: Quality of Works and Materials

39.2 Further to what has been stated under the General Conditions, and in line with Article 39.2 (Quality of Works and Materials), all methodologies/interventions, designs, technical specifications and technical data sheets of materials/components, and any other items proposed to be used or incorporated in the Works under this Contract shall be submitted by the Contractor to the Contracting Authority's Supervisor (and, where applicable, the Engineer acting as the Supervisor's Representative) for written preliminary technical approval prior to their procurement, implementation or use.

All equipment quoted for in this tender shall be new and shall conform to the relevant MSA EN standards and/or BS, EN or IEC standards, as applicable. Equipment manufactured to other standards may be considered provided that such standards are demonstrably equivalent or superior to those requested in the Technical Specifications, and the Contractor submits adequate supporting documentation to the satisfaction of the Supervisor/Engineer. Where reference to British Standards is made in the Technical Specifications, the equivalent standard applicable within the EU shall be acceptable. All components, equipment and materials falling under legal notices issued relative to the Product Safety Act (Cap. 427) shall be in compliance with the applicable regulations and, where applicable, shall be CE marked.

Any request for preliminary technical acceptance/approval shall be made by means of a formal request sent by the Contractor to the Supervisor in accordance with Article 39.2 of the General

Conditions, indicating as appropriate the reference to the Contract (and where applicable the lot), and the place where such acceptance is to take place. The Contractor shall submit all relevant literature, certifications (including from approving bodies listed in the Technical Specifications where applicable), designs and data sheets together with the request. The components and materials specified in the request must be certified by the Supervisor as meeting the requirements for such acceptance prior to their incorporation in the Works.

The Contracting Authority reserves the right to request samples and to inspect any equipment or materials submitted by the Contractor during the review of the relevant submittal. Any related costs shall be borne by the Contractor. Preliminary technical acceptance and approval of products shall be deemed to relate to the sample of the product and not to the product as incorporated in the Works, and the Contractor shall not confirm orders, use the product, or execute the affected works until written approval of the relevant submission/sample has been obtained.

All requests for approval and the required documentation shall be submitted at least ten (10) calendar days prior to their planned implementation/execution on site (or such other period as may be directed by the Supervisor). Moreover, the Contractor shall not conceal or proceed with any work until compliance with the above requirements has been confirmed in writing by the Supervisor/Engineer. All unapproved and/or rejected work, components or materials shall be removed and replaced using new approved materials at the Contractor's expense. The Contractor shall also be bound to replace any defective materials and/or workmanship in all or parts of the Works as directed by the Supervisor. The Contractor remains fully liable for all supplies and works specified in this tender dossier.

Article 40: Inspection and Testing

40.2 Further to the provisions of the General Conditions, the list of items to be tested shall be in accordance with the requirements set out in Section 3: Technical Specifications and as may be determined by the Contracting Authority/Supervisor. Inspection and testing of any materials, components, installations and/or workmanship may be required by the Supervisor/Engineer prior to approval for use/incorporation in the Works, during execution and/or during certification. Any such inspection and testing shall be carried out at the Contractor's own expense, as the Supervisor/Engineer may instruct, and may be required to be repeated as many times as necessary to the satisfaction of the Supervisor/Engineer. The Contractor shall factor the execution of such tests and the submission of samples into the programme and into the period of execution of the Contract; no request for extension of time and no claim for extra payment shall be entertained on account of the carrying out of such tests and/or submission of samples, which shall be deemed to have been included in the tendered rates.

The Contractor is to provide all necessary assistance to the Contracting Authority/Supervisor in carrying out these inspections and tests. The Contractor shall not undertake any tests without the presence of the Supervisor/Engineer or a representative thereof on site, unless otherwise authorised in writing.

The Contractor shall give two (2) days' notice to the Supervisor of all works whenever such works are ready before covering up or putting out of view. The Supervisor shall, prior to covering up or putting out of view, carry out any inspection, examination, measurement and/or testing as deemed fit without unreasonable delay, or notify the Contractor that such inspections, examinations and testing are considered unnecessary. If the Contractor fails to give such notice, he shall, when required by the Supervisor, uncover such works and thereafter reinstate and make good solely at the expense of the Contractor without any claim thereto.

Without prejudice to Articles 40.2 and 40.3 of the General Conditions, the Contractor shall allow the Supervisor/Contracting Authority to carry out independent testing of all materials and equipment used on site and elsewhere as part of the project. The Contractor shall provide the Supervisor with all necessary access and assistance requirements for inspection and testing purposes, as provided for in Article 40.2 of the General Conditions. If so requested by the Supervisor/Engineer, the Contractor shall furnish the Contracting Authority with samples for independent testing.

Test results shall be recorded and shall be made available when requested and submitted to the Supervisor, including upon completion of the Works prior to handover and/or at any time as requested by the Supervisor. The Contractor shall provide reports on the testing of materials/components/installations/workmanship as applicable, and shall ensure that all relevant technical data sheets, certificates and compliance documentation for the materials/components proposed to be used are handed to the Contracting Authority/Supervisor for approval as may be requested.

All defects which become apparent during inspections and/or tests shall be logged and rectified by the Contractor at his own expense and in accordance with instructions issued by the Supervisor.

Further details regarding testing requirements are given under the Technical Specifications of this Tender Dossier.

Article 42: Ownership of Plants and Materials

42.2 Any equipment, temporary structures and plant provided by the Contractor on the site shall remain the property of the Contractor. The same applies to any materials and equipment until they are incorporated in the permanent works and subject to provisional acceptance.

Article 43: Payments: General Principles

43.1 Payments will be made in Euro. This is a Bill of Quantities works contract.

Payments shall be authorized by the Contracting Authority and paid by the Contracting Authority.

This Contract stems from and is fully dependent on the agreement, dated 22/09/2022, entered into between the Xewkija Parish and the Ministry for Gozo (MFG), whereby the latter has agreed to fund the lighting system project for the Xewkija Parish. Said agreement foresees a capping of funds from the MFG and stipulates terms and conditions for: the deadline for completion of the project; the execution, certification of supplies/ works executed under the project; the presentation of invoices/certificates for payment and the release of funds from the MGOZ.

The Contractor shall need to respect the terms and conditions stipulated in the agreement entered into between the Xewkija Parish and the Ministry for Gozo, which terms and conditions have been integrated into this tender dossier. Failure to abide by such terms and conditions may lead to loss of funds and hence inability to settle payments.

Payment will be against interim invoices that cannot exceed the 80% of the specific total project value and a final invoice upon completion issued by Contractor for measured and accepted works, upon provisional acceptance. Details as follows:

Narrative	Percentage (%)
Interim Payments	
Interim Payments will be based on the measured works completed to the satisfaction of the Contracting Authority. These payments will be reduced by the Retention Monies and less any penalties incurred.	Up to 80% of the total contract value – less 5% of Interim Payment as Retention Monies according to measured works carried out and less any penalties incurred
Final Payment - On completion and certification of all works subject to the provision of a Retention Guarantee by the contractor.	Up to 100% of total value of provisionally accepted works completed less 5% retention monies, less payments already paid and less any penalties incurred.
Retention Monies Payment	
Payment of Retention Monies – As per article 45 of the Special Conditions, the 100% amount of retained guarantee will be paid against an invoice for the equivalent amount.	5% of Total Contract Value
Retention Monies Release	
80% of the Retention Guarantee will be released 24 months after the Provisional Acceptance Certificate, subject to the satisfaction of the Contracting Authority whilst the remaining 20% of the Retention Guarantee will be released on Final Acceptance of the works. Final Acceptance shall be issued after the expiry of 5 years from Provisional Acceptance	5% of Total Contract Value
TOTAL	100%

43.3 As per General Conditions.

Article 44: Pre-financing

44.2 Not Applicable.

Article 45: Retention Monies

45.1 A retention of 5% of the value of certified works carried out shall be retained and will be released in accordance with clause 45.3 of these Special Conditions and the General Conditions.

Further to what is being stated in the General Conditions, the Contracting Authority shall retain in total a maximum amount of 5% of the Contract Price and shall be withheld from Interim Payments and Final Payment. The retention shall commence from the first payment of each task/project.

The retention shall be in the form of a deduction of 5% of the value of works executed and certified for payment under each payment certificate.

45.3 Further to what is being stated in the General Conditions, the Retention Guarantee shall be released as follows:

Release of 80% after 24 months from Provisional Acceptance
Eighty per cent (80%) of the Retention Guarantee shall be released twenty-four (24) months after the issue of the Provisional Acceptance Certificate, subject to the satisfaction of the Contracting Authority that the Contractor has duly complied with his obligations during the applicable period, including the making good of any defects notified to the Contractor, to the approval of the Supervisor/Engineer, without any entitlement to additional payment.

Release of remaining 20% on Final Acceptance (5 years from Provisional Acceptance)
The remaining twenty per cent (20%) of the Retention Guarantee shall be released upon Final Acceptance of the Works. Final Acceptance shall be issued after the expiry of five (5) years from Provisional Acceptance, provided that all maintenance and defects rectification works identified by the Contracting Authority and notified to the Contractor during the Maintenance/Defects Liability period have been carried out and made good to the approval of the Supervisor/Engineer.

Defects and time for rectification
If, within the Maintenance/Defects Liability period, any defects arise, then upon receipt of notice of such defects the Contractor shall promptly replace and/or repair the same at the Contractor's sole expense. Such replacement/rectification/repairs shall be completed within a maximum period of two (2) weeks from the date on which the Contractor is given notice of the said defects.

Failure to rectify and recourse to Retention Guarantee
Should the Contractor fail to carry out the required replacement/repairs/rectifications within the stipulated period, the Contracting Authority shall have the right to carry out (or procure the carrying out of) the necessary works. The cost of such works, as determined/certified by the Supervisor/Engineer, shall be recoverable from and/or forfeited from the Retention Guarantee, without prejudice to any other remedies available to the Contracting Authority under the Contract.

Article 46: Price Revision

46.1 No price revisions are allowed.

46.2 Prices contained in the Contractor's tender shall be deemed:

a) to have been determined on the basis of the conditions in force up to the date fixed for submission of tenders, in the case of direct agreement contracts, on the date of the contract;
b) to have taken account of the legislation and the relevant tax arrangements applicable at the reference date fixed in sub-criteria (a).

46.3 In the event of changes to, or introduction of, any national or state statute, ordinance, decree or other law, or any regulation or bye-law of any local or other public authority, after the date fixed for the submission of tenders, which causes a change in the contractual relationship between the parties to the contract, the Contracting Authority and the Contractor shall consult on how best to proceed further under the contract, and may as a result of such consultation decide, with the prior approval of the Central Government Authority:

a) to modify the contract; or
b) to provide for compensation for any imbalance caused by one Party to the other; or
c) to terminate the contract by mutual agreement.

46.5 At the end of the period of performance, revised as necessary in accordance with the contract, the Contractor cannot claim for further revision of prices within the submission of the final report.

Article 47: Measurement

47.2 Notwithstanding the provisions of Article 47.2 of the General Conditions, all items of work carried out shall be measured as highlighted in the preambles preceding the Bill of Quantities and as outlined in the relevant item description in the Bills of Quantity. The works shall be measured and paid as detailed in the Bill of Quantities, and as specified in the appropriate clauses in the attached Technical Specifications.

Preliminary/progressive agreements as to the frequency and methodology to be adopted for the measurement of works being carried out by the Contractor shall be established between the Contractor and the Supervisor or his representative at the very start of works. Measurements shall be taken on a regular basis as the work progresses, they shall be executed by the Contractor's appointed and approved Quantity Surveyor in the presence of the Contracting Authority's Supervisor or his/her representative.

All measurements of works carried out shall have to be confirmed or otherwise checked by the Contracting Authority's Supervisor.

Before concealing any works by subsequent works the Contractor shall ensure through written notification that the Contracting Authority's Supervisor has taken or confirmed measurements of the works to be concealed. Failure of such notification shall entitle the Contracting Authority's Supervisor to revise measurements of covered items as he deems fit. The Contractor shall furthermore satisfy the Contracting Authority's Supervisor that the materials are such as specified or equivalent.

Article 48: Interim Payments

48.1 Interim Payments will be made on the basis of measured works carried out to the satisfaction of the Contracting Authority and subject to the applicable retention money as per Article 43 of the Special Conditions.

Article 50: Delayed Payments

50.1 The Contracting Authority shall pay the contractor sums due within sixty (60) days of the date on which an admissible payment is registered, in accordance with Article 43 of these Special Conditions. This period shall begin to run from the approval of these documents by the competent department referred to in Article 43.1 of these Special Conditions. These documents shall be approved either expressly or tacitly, in the absence of any written reaction in the 30 days following their receipt accompanied by the requisite documents.

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

- at the rediscount rate applied by the issuing institution of the country of the Contracting Authority;
- on the first day of the month in which the deadline expired, plus two percentage points (2%).

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

Article 53: End Date

53.1 Not Applicable

Article 56: Partial Acceptance

56.1 As per General Conditions.

56.2 As per General Conditions.

56.3 The maintenance period shall commence from the date of partial provisional acceptance of the works.

Article 57: Provisional Acceptance

57.1 Further to the General Conditions, the works shall be considered as complete by the Xewkija Parish Church when they have been deemed as satisfactorily completed following inspections and submissions of test results if applicable. Provisional acceptance will not be issued unless:

i. all works have been completed and tests carried out
ii. minor outstanding works, defects and snags have been completed in their entirety and in every respect to the satisfaction of the Supervisor
iii. all documentation, test results, operating and maintenance instructions, 'as fitted' drawings and all other information have been submitted and approved in accordance with the contract.

The contractor remains responsible for all works until such time that the provisional acceptance has been issued by the Supervisor.

57.2 As per General Conditions.

Article 58: Maintenance Obligations

58.7 Further to the General Conditions, a Maintenance and Defects Liability Period shall apply. Throughout the Maintenance Period, the Contractor shall be obliged, at his own expense and to the satisfaction of the Contracting Authority's Supervisor/Engineer, to replace any defective or damaged item and to make good any defect arising in the Works, materials, equipment or items installed as part of the permanent works.

Any guarantees on works, materials, equipment or items installed as part of the permanent works, as specified in the Special Conditions and the Technical Specifications, shall be over and above and without prejudice to the Contractor's obligations under the Maintenance Period and shall continue to run until the end of their respective terms.

1. Maintenance Period

The Maintenance and Defects Liability Period for this Contract shall have a duration of five (5) years from the date upon which the Provisional Acceptance Certificate has been issued or is deemed to have been issued.

During this period, the Contractor shall be responsible for remedying at his expense defects and damages affecting, inter alia, the following (as applicable to this Contract):

- the complete LV electrical system, including feeders/cables, ducts and drawpits (if applicable), terminations, joints, earthing and bonding, distribution boards/pillars, control gear, protection devices, timers/controllers, and any monitoring/communication components;
- luminaires, drivers, lamps/LED modules, brackets/arms, poles/columns, fixings, enclosures, seals and gaskets, and any corrosion protection finishes;
- commissioning, programming and calibration of lighting levels, dimming profiles and/or scenes, including re-programming/re-commissioning where required due to faults or replacement of components;
- integrity of installations, including ingress protection, overheating, nuisance tripping, insulation failures, loose connections, flicker, driver failures, water ingress, and any non-compliance with the required standards/specifications.

Any remedial works performed by the Contractor during the Maintenance Period shall be carried out in accordance with this Contract and approved by the Supervisor/Engineer. The Contractor shall be responsible for providing all suitable means, obtaining all permissions, and making all necessary arrangements with the relevant authorities/utilities (where applicable) to carry out the remedial works, at no cost to the Contracting Authority.

Failure to rectify defects/damages and/or to carry out the required maintenance during this period shall result in the partial or full forfeiture of the Retention/Retention Guarantee (as applicable) and/or any other remedies available under the Contract.

2. After-Sales Service (first 24 months after commissioning)

In addition to the above Maintenance Period obligations, the Contractor shall provide and secure the provision of reliable and regular after-sales service for twenty-four (24) months from the date of commissioning of the complete LV system.

When requested in reasonable time by the Supervisor/Engineer/Project Supervisor, the after-sales service shall include:

a) the provision of competent staff during installation of the supplies (as required for support/attendance);
b) the provision of competent staff during post-installation calibration/programming and commissioning;
c) inspection and diagnosis of possibly faulty supplies/equipment and recommendation of corrective measures.

3. Maintenance, Repairs and Spare Parts

The Contractor shall undertake to carry out (or have carried out) the maintenance and repair of supplies/equipment and shall ensure the rapid availability and supply of spare parts. The Contractor shall provide any or all of the following pertaining to spare parts manufactured or distributed by the Contractor:

a) such spare parts as the Xewkija Parish or its appointed representatives may choose to purchase from the Contractor, it being understood that this choice shall not release the Contractor from any warranty obligations under this Contract;
b) in the event of termination of production of spare parts, advance notification shall be given to the Xewkija Parish to allow it to procure required parts, and following such termination, the provision at no cost to the Xewkija Parish of the blueprints, drawings and specifications of the spare parts if and when requested.

Article 59: Final Acceptance

59.1 Further to the General Conditions, the final acceptance certificate shall be issued by the Contracting Authority within 30 days from the request by the Contractor and following the expiry of the above maintenance period of 5 years.

59.2 As per General Conditions.

59.3 As per General Conditions.

Article 66: Dispute Settlement by Litigation

66.1 The Xewkija Parish and the Contractor shall endeavour to settle amicably any dispute that may arise from the contract.

If no settlement is reached within 120 days of the start of the amicable dispute-settlement procedure, each Party may seek:

a) either a ruling from a Maltese court, or
b) an arbitration ruling, in the case where the parties i.e. the contracting Authority and the Contractor, by agreement decide to refer the matter to arbitration.

c) 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.

SECTION 4 –SPECIFICATIONS/TERMS OF REFERENCE (Note 3)

Note:

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

Preamble: The contract comprises the supply, delivery, installation and testing of the exterior lighting and lighting control system for the Parish Church in Xewkija, Gozo, Malta.

The electrical LV contractor shall supply power and lighting to the relevant areas forming part of this project and shall include all necessary switchgear, enclosures, wiring, cable management systems, luminaires, accessories and all necessary equipment and labour to make a complete and functional system.

The specifications shall be read in conjunction with the instructions to tenderers, 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 Product Safety Act must be CE marked.

All equipment and installation shall be guaranteed for a minimum period of 24 months against faulty workmanship and materials. If during this period any parts or equipment have to be changed, the guarantee on that part shall be renewed for another year from the date of replacement, without affecting the requirements stipulated in Article 58 of the Special Conditions (Section 2 of this document).

The following drawings are included in this tender document:

- 9378/01 – Façade lighting layout
- 9378/02 – Lighting layout – Plan view
- 9378/03 – Spire lighting layout
- 9378/04 – DB schematic layout
- 9378/05 – DB schedules
- 9378/06 – DB schedules
- 9378/07 – Control schematic layout

1. Specifications for Electrical LV and ELV services

1.1. Workmanship

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

1.2. Fixing to the Building Structure

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

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

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

1.3. 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 IET 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.

1.4. 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.

1.5. Maintenance and Record Drawings

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

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

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

2. Technical Specifications for Electrical Installation

2.1. Scope of works

The work comprises the supply, delivery, installation and testing of exterior luminaires and lighting control system to be installed for the Xewkija Parish Church.

The electrical low voltage installation shall supply electrical power and control wiring to the relevant locations forming part of this project and shall include all necessary switchgear, enclosures, wiring, cable management systems, luminaires, accessories and all necessary equipment and labour to make a complete and functional system.

The successful bidder shall also be responsible for the supply of the luminaries, delivery to site, installation, testing and commissioning of the complete system.

Any ground trenching works shall also be carried out by contractor.

2.2. Submittals

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

- H07RN-F cables
- Fixing accessories
- Distribution boards
- Heavy duty thermoplastic GRP cabinet
- Earth electrode and inspection pit
- Luminaires
- Luminaire drivers
- Lighting controllers
- Wireless low energy interfaces
- Wireless low energy to DALI gateways
- Wireless low energy switch

The following documentation shall also be provided:

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

2.3. Regulations and standards

The installation shall conform to the following regulations and standards:

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

2.4. Electrical supply

The electrical supply shall be 230V (±10%), 50 Hz, single phase, street lighting system.

2.5. Wiring system

Wiring from the distribution boards to the DALI light fittings installed on the Xewkija parish church shall consist of 5-core H07RN-F cables. The cables shall be grouped using cable ties and secured by means of plastic cable tie plug anchors as specified in the cable management section. Cables laid along the roof of the church shall be routed through the use of galvanized steel cable trays mounted on proprietary cable tray floor mounts.

Cables from the street lighting overhead supply to the wall mounted light fittings to be installed on the surrounding third-party property and aimed at the church are to consist of 2-core H07RN-F cables. If these light fittings are to be installed on poles, the cables from the demarcation box to the luminaires are to consist of 3-core H07RN-F cables.

Cable sizing shall be as indicated in distribution board and consumer unit schedules. 5-core cables must be used such that two cores of each multicore cable are used for the DALI bus.

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

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

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

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

Wiring insulation shall have the following colour coding:

Single phase circuits:

- Phase: brown
- Neutral: blue
- Protective conductor: green and yellow
- DALI: black
- DALI: grey

DC wiring between DALI driver and light fitting

- DC+: red
- DC-: black

2.6. Cables

2.6.1. Single Core Cables

Single core cables shall conform to BS 7919 and shall have plain annealed and stranded copper conductor and PVC insulation, 300/500V grade.

2.6.2. Multicore XLPE/PVC cables

The cable shall have the following features:

- Insulation - XLPE
- Core Identification - Each single core shall have coloured insulation common throughout the whole installation.
- Conductor – Class 2 stranded Copper conductor.
- Construction - The cores shall be constructed in concentric layer.

- Bedding – PVC
- UV stabilised

2.6.3. Multicore H07RN-F cable

Multicore H07RN-F cable shall comply with BS EN 50525-2-21. The cable shall be designed to provide high flexibility and have the capacity to withstand weather and harsh environments. Appropriate adaptors shall be used wherever the cable enters or exits a metal or plastic enclosure. The cable shall have the following features:

- Conductor: Class 5 flexible copper conductor conforming to BE EN 60228
- Insulation: EPR Type EI4 conforming to BS EN 50363
- Sheath: PCP Type EM2 conforming to BE EN 50363
- Voltage Rating: 450V / 750V
- Operating Temp.: -15°C to +60°C (when flexed)
- UV stabilised

2.6.4. Cabling Methods

Where it is necessary to make direct connections between circuit cables and flexible cords, these shall be affected by means of fixed base connectors situated in the conduit outlet box. No conductor used shall have a smaller cross-sectional area than 1.5mm^2. Flexible cord smaller than 0.50mm^2 shall not be used.

2.6.5. Cable Termination Kit

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

2.6.6. Cable Lugs

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

2.6.7. Cable Cleats

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

2.6.8. Cable Identification

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

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

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

- Cable reference number
- Origin of cable
- Destination of cable
- Cable type, number of cores and CSA in mm^2.

2.7. Luminaires and lamps

2.7.1. General

The work comprises the supply, delivery and installation of luminaires, light fittings and lighting system for the Xewkija Parish Church.

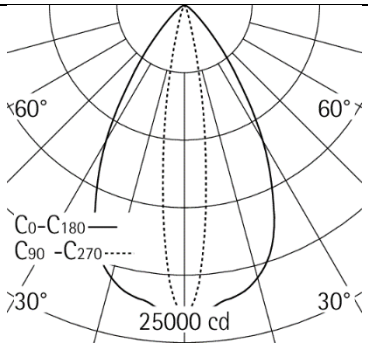
The lighting system shall comprise a number of luminaires and a control system making up an architectural lighting scheme for the Xewkija Parish Church.

Luminaires shall have uniform colour and compact / aesthetic design.

The specifications require that luminaires be of very high quality, suitable for a place of cultural significance.

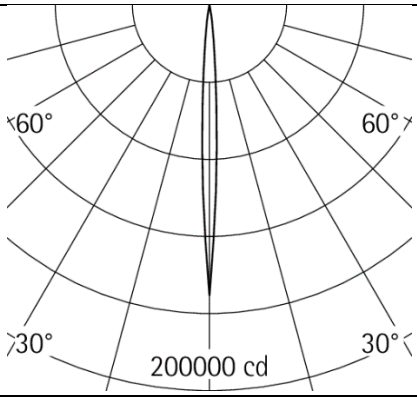
LED Luminaires: Xewkija Parish Church technical specifications

Luminaire Type A

Description	A projector type luminaire to illuminate the front façade of the church.
Tilt/Rotation	Luminaire body to have 0-90˚tilt capability relative to luminaire base.
Construction and finish	Corrosion resistant aluminum housing and mounting plate with a double powder coating finish. The lens shall be made of optical polymer. The luminaire shall be available in dark grey colour. The screws used to fasten the cover frame and the safety glass, shall also be highly resistant against corrosion. The light fitting shall be complete with control gear, mounting and anti-glare accessories.
Dimensions	Luminaire body height: 400mm-450mm Luminaire body width: 70mm-90mm Luminaire body length: 340mm-390mm Luminaire base diameter: 150mm-160mm
LED power	90-100W
Control	Controlled via a Bluetooth (or similar wireless technology compatible with the offered control system) low energy interface offering full dimming from 0-100% and integrated within the luminaire body together with the luminaire driver. Control shall be by means of any android or IOS device running a freely available application or a proprietary Bluetooth switch.
Dimming function	Dimmable from 1-100%
Mounting type	Surface Mounted
Ingress of protection	IP65 or better
Colour temperature	3000K
Colour Rendering Index	≥92 or better
Standard deviation colour matching	2.0 or less
Luminous efficacy	≥74 lm/W or better
Lumen maintenance	L90/B10 ≤50000h
Beam Width	60˚ ± 10º x 16˚± 5º
Beam characteristics	Oval beam
Polar diagram	

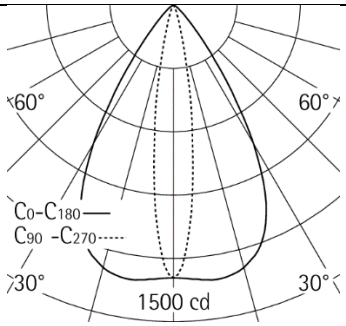
Typical Luminaire		

Luminaire Type B

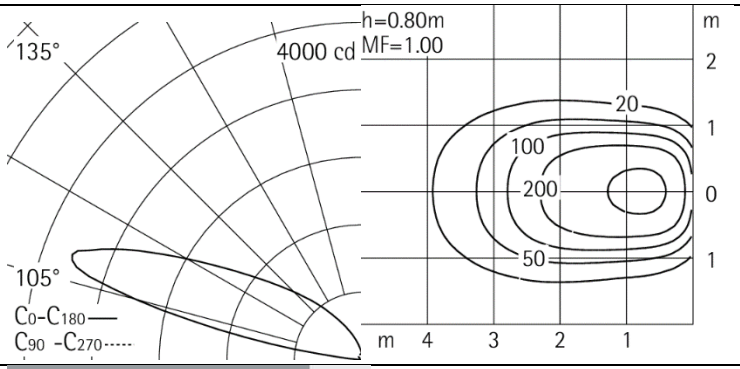
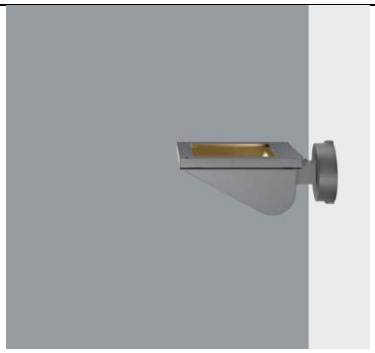
Description	Projector type luminaire to illuminate the main door on the front façade of the church.
Tilt/Rotation	Luminaire body to have 0-90˚tilt capability relative to luminaire base.
Construction and finish	Corrosion resistant aluminum housing and mounting plate with a double powder coating finish. The luminaire shall be available in dark grey in colour. The screws used to fasten the cover frame and the safety glass, shall also be highly resistant against corrosion. The light fitting shall be complete with control gear, mounting and anti-glare accessories.
Dimensions	Luminaire body height: 400mm-450mm Luminaire body width: 70mm-90mm Luminaire body length: 340mm-390mm Luminaire base diameter: 150mm-160mm
LED power	40-50W
Control	Controlled via a Bluetooth (or similar wireless technology compatible with the offered control system) low energy interface offering full dimming from 0-100% and integrated within the luminaire body together with the luminaire driver. Control shall be by means of any android or IOS device running a freely available application or a proprietary Bluetooth switch.
Dimming function	Dimmable from 1-100%
Mounting type	Surface mounted
Ingress of protection	IP65 or better
Colour temperature	3000K
Colour Rendering Index	≥92 or better
Standard deviation colour matching	2.0 or less
Luminous efficacy	≥70 lm/W or better
Lumen maintenance	L90/B10 ≤50000h
Beam Width	6˚± 2° - 8˚± 2°
Beam characteristics	Narrow beam
Polar diagram	

Typical Luminaire		

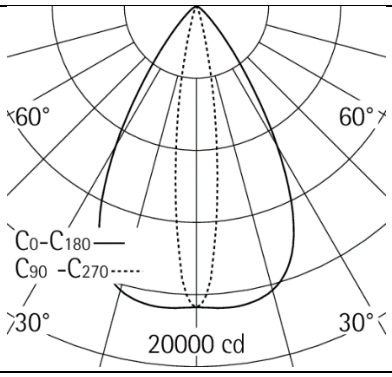
Luminaire Type C

Description	Projector type luminaire to illuminate statues on the façade of the church.
Tilt/Rotation	Luminaire body to have 0-90˚tilt capability and 360˚ rotation relative to luminaire base.
Construction and finish	Corrosion resistant aluminum housing and mounting plate with a double powder coating finish. The luminaire shall be available in dark grey in colour. The screws used to fasten the cover frame and the safety glass, shall also be highly resistant against corrosion.
Dimensions	Luminaire body height: 200mm-250mm Luminaire body width: 110mm-160mm Luminaire body length: 110mm-160mm
LED power	6-8W
Control	DALI
Dimming function	Dimmable from 1-100%
Mounting type	Surface Mounted
Ingress of protection	IP65 or better
Colour temperature	3000K
Colour Rendering Index	≥92 or better
Standard deviation colour matching	2.0 or less
Luminous efficacy	≥57 lm/W or better
Lumen maintenance	L90/B10 ≤50000h
Beam Width	63˚ ± 10º x 16˚± 6º
Beam characteristics	Oval beam
Polar diagram	
Typical Luminaire	

Luminaire Type D

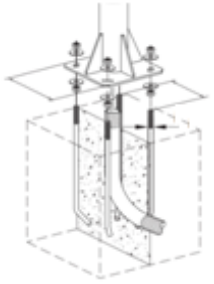
Description	A wash light to illuminate the arc on the front façade of the church.
Tilt/Rotation	Mounting plate rotatable through 300°
Construction and finish	Corrosion resistant cast aluminum housing with a double powder coated finish. The lens shall be made of optical polymer. The fitting and base shall be available in dark grey colour. The light fitting shall be complete with control gear, mounting and anti-glare accessories.
Dimensions	Luminaire body height: 200mm-250mm Luminaire body length: 180mm-220mm Luminaire base diameter: 140mm-160mm
LED power	24-30W
Control	DALI
Dimming function	Dimmable from 1-100%
Mounting type	Surface Mounted
Ingress of protection	IP65 or better
Colour temperature	3000K
Colour Rendering Index	≥92 or better
Standard deviation colour matching	2.0 or less
Luminous efficacy	≥39 lm/W or better
Lumen maintenance	L90/B10 ≤50000h
Beam Width	120°± 10° - 140°± 10°
Beam characteristics	Deep Beam
Polar diagram	
Typical Luminaire	

Luminaire Type E

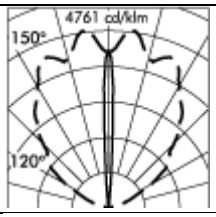
Description	A surface mounted projector to illuminate the side façade of the church.
Tilt/Rotation	Luminaire body to have 0-90˚tilt capability relative to luminaire base.
Construction and finish	Corrosion resistant aluminum housing and mounting plate with a double powder coating finish. The lens shall be made of optical polymer. The luminaire shall be available in dark grey in colour. The screws used to fasten the cover frame and the safety glass, shall also be highly resistant against corrosion. The light fitting shall be complete with control gear, mounting and anti-glare accessories.
Dimensions	Luminaire body height: 350mm-400mm Luminaire body width: 70mm-90mm Luminaire body length: 300mm-350mm Luminaire base diameter: 150mm-160mm
LED power	72-80W
Control	Controlled via a Bluetooth (or similar wireless technology compatible with the offered control system) low energy interface offering full dimming from 0-100% and integrated within the luminaire body together with the luminaire driver. Control shall be by means of any android or IOS device running a freely available application or a proprietary Bluetooth switch.
Dimming function	Dimmable from 1-100%
Mounting type	Surface mounted (Pole mounted if required)
Ingress of protection	IP65 or better
Colour temperature	3000K
Colour Rendering Index	≥92 or better
Standard deviation colour matching	2.0 or less
Luminous efficacy	≥73 lm/W or better
Lumen maintenance	L90/B10 ≤50000h
Beam Width	61˚± 10º x 16˚± 4º
Beam characteristics	Oval beam
Polar diagram	

Typical Luminaire		

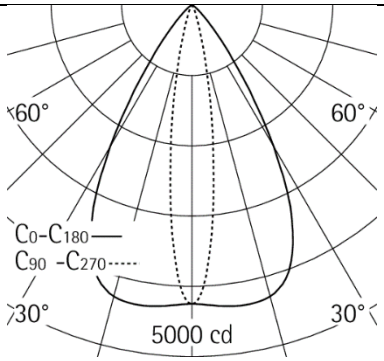
Pole for Luminaire Type E

Description	Cylindrical pole for luminaire type E to be used if it is not possible to fix luminaire type E on third party property walls. Diameter of the pole to be between 60mm and 85mm and a total length varying between 6.0m and 7.5m. Wall thickness is to be minimum 3mm. The poles shall be longitudinally welded by induction welding and be hot dipped galvanized. The painting finish shall include a pre polymerization process to introduce an epoxy primer with excellent characteristics to the paint and a very high resistance to oxidation. The polymerization process shall include an application of polyester powder with high resistance to UV rays and harsh weather conditions. Pole shall be fixed by means of a ground anchorage system. Typical ground anchorage system: 
Dimensions	Wall thickness: ≥3mm Length: 6.0m – 7.5m Diameter: 60mm – 85mm
Typical pole	

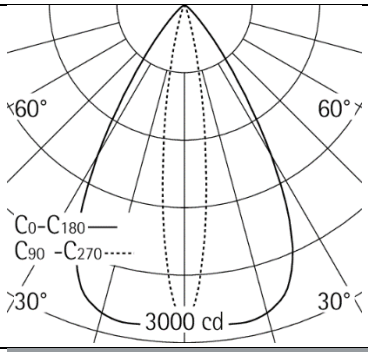
Luminaire Type F

Description	A window sill frame projector to illuminate windows on the front façade of the church.
Construction and finish	The body shall be made of die cast aluminum with high resistance against corrosion with a grey finish. The diffuser shall be clear polycarbonate. The light fitting shall be complete with control gear and mounting accessories.
Dimensions	Luminaire body height: 40mm-60mm Luminaire body length: 130mm-160mm Luminaire body width: 80mm-100mm
LED power	4-6W
Luminous efficacy	39lm/W or better
Control	DALI
Mounting type	Surface Mounted
Ingress of protection	IP65 or better
Impact protection	IK10 or better
Insulation Class	Class I or better
Colour temperature	3000K
Colour Rendering Index	≥80
SDCM	MacAdam step 3 or better
Lumen maintenance	L80 B10 70.000h
Beam Width	170˚± 20º x10˚ ± 2º
Polar diagram	
Typical Luminaire	

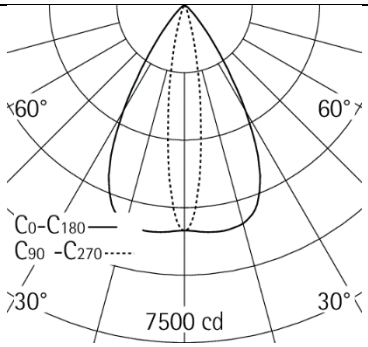
Luminaire Type G

Description	Projector type luminaire to illuminate the small cupola and cross.
Tilt/Rotation	Luminaire body to have 0-90˚tilt capability and 360˚ rotation relative to luminaire base.
Construction and finish	Corrosion resistant aluminum housing and mounting plate with a double powder coating finish. The luminaire shall be available in dark grey in colour. The screws used to fasten the cover frame and the safety glass, shall also be highly resistant against corrosion. The light fitting shall be complete with control gear, mounting and anti-glare accessories.
Dimensions	Luminaire body height: 200mm-250mm Luminaire body width: 110mm-160mm Luminaire body length: 110mm-160mm
LED power	18-22W
Control	DALI
Dimming function	Dimmable from 1-100%
Mounting type	Surface Mounted
Ingress of protection	IP65 or better
Colour temperature	3000K
Colour Rendering Index	≥92 or better
Standard deviation colour matching	2.0 or less
Luminous efficacy	≥69 lm/W or better
Lumen maintenance	L90/B10 ≤50000h
Beam Width	61˚± 10° x 16˚± 2°
Beam characteristics	Oval Flood
Polar diagram	
Typical Luminaire	

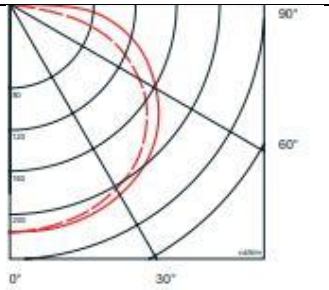
Luminaire Type H

Description	A projector type luminaire to illuminate the bell tower and cross.
Tilt/Rotation	Luminaire body to have 0-90˚tilt capability and 360˚ rotation relative to luminaire base.
Construction and finish	Corrosion resistant aluminum housing and mounting plate with a double powder coating finish. The luminaire shall be available in dark grey in colour. The screws used to fasten the cover frame and the safety glass, shall also be highly resistant against corrosion. The light fitting shall be complete with control gear, mounting and anti-glare accessories.
Dimensions	Luminaire body height: 200mm-250mm Luminaire body width: 110mm-160mm Luminaire body length: 110mm-160mm
LED power	12-15W
Control	DALI
Dimming function	Dimmable from 1-100%
Mounting type	Surface Mounted
Ingress of protection	IP65 or better
Colour temperature	3000K
Colour Rendering Index	≥92 or better
Standard deviation colour matching	2.0 or less
Luminous efficacy	≥70lm/W or better
Lumen maintenance	L90/B10 ≤50000h
Beam Width	61˚ ± 10º x 16˚± 2º
Beam characteristics	Oval Flood
Polar diagram	
Typical Luminaire	

Luminaire Type I

Description	Projector type luminaire to illuminate the large cupola.
Tilt/Rotation	Luminaire body to have 0-90˚tilt capability and 360˚ rotation relative to luminaire base.
Construction and finish	Corrosion resistant aluminum housing and mounting plate with a double powder coating finish. The luminaire shall be available in dark grey in colour. The screws used to fasten the cover frame and the safety glass, shall also be highly resistant against corrosion. The light fitting shall be complete with control gear, mounting and anti-glare accessories.
Dimensions	Luminaire body height: 200mm-250mm Luminaire body width: 110mm-160mm Luminaire body length: 110mm-160mm
LED power	24-30W
Control	DALI
Dimming function	Dimmable from 1-100%
Mounting type	Surface Mounted
Ingress of protection	IP65 or better
Colour temperature	3000K
Colour Rendering Index	≥92 or better
Standard deviation colour matching	2.0 or less
Luminous efficacy	≥72lm/W or better
Lumen maintenance	L90/B10 ≤50000h
Beam Width	61˚ ± 10º x 16˚± 2º
Beam characteristics	Oval Flood
Polar diagram	
Typical Luminaire	

Luminaire Type J: LED Strip Light

Description	A flexible LED strip light to illuminate architectural details of the façade of the church and the cupolas.
Construction and finish	The fitting should be made of: a PVC outer case finished in white with high elasticity, and frost resin with protection against UV and anti-yellowing properties. The luminaire shall be highly resistant against corrosion. The luminaire shall come complete with control gear and mounting accessories.
Dimensions	Luminaire body height: 8mm-10mm Luminaire body width: 8mm-10mm
LED power	8W-10W
Control	DALI
Dimming function	Dimmable from 1-100%
Mounting type	Surface Mounted
Degree of protection	IP68 or better
Colour temperature	3000K
Colour Rendering Index	≥85 or better
Insulation Class	Class II or III
LED lifetime	L90≤50000h or better
Beam width	120° ± 10°
Polar diagram	
Typical Luminaire	

2.7.2. Luminaire accessories

The Xewkija Parish Church surroundings require luminaires which are compatible a high degree of visual comfort. Any accessories shall be of the same proprietary brand and compatible with the luminaires forming part of this project. The colour of these accessories shall match the colour of the body.

2.7.3. Guarantee

The Tenderer shall provide a manufacturer' warranty over each and every luminaire and shall clearly indicate the period of validity of the guarantee in the attached form. Such a guarantee shall be for a **minimum of 5 years**. The guarantee shall not impose any limit whatsoever on the utilisation time (hours of use) or the number of ON/OFF switching cycles during the guarantee period.

2.8. Lighting control system

2.8.1. Wireless lighting control module

Description	Wireless lighting control module – Bluetooth controllable (or similar wireless technology compatible with the offered luminaires), wireless interface enabled, 2-channel, 0-10V/DALI controller. The module should allow for the control one or two 0-10V controllable LED drivers. It should also allow for any configurations to a DALI LED driver or sensor. The module can be controlled via a compatible application. The module should incorporate a standalone DALI output, allowing for connections with any LED drivers with DALI interface.
Dimensions	75mm-80mm (length) 20mm-25mm (height) 25mm-30mm (width)
Typical Module	
Control	Via application
Range	Minimum of 50m
Ingress protection	IP20 or better
Input	Operating voltage: 230VAC Frequency: 50 Hz Max. mains current: 35 mA

	No-load standby power: < 0,5 W
Channel 1 output	Output voltage, 0-10V: 0-10 VDC, max. 7 mA (sinking) Output voltage, DALI: 12 VDC, max. 20 mA (sourcing) Maximum number of drivers: 1 driver or 1 sensor/push button
Channel 2 output	Output voltage, 0-10V: 0-10 VDC, max. 7 mA (sinking) Output voltage, relay control: 12 VDC, max. 100 mA (sourcing) Maximum number of drivers: 1

2.8.2. Range extension module

Description	Range extension module to increase the range of the Bluetooth (or similar wireless technology compatible with the offered luminaires) Low Energy mesh network.
Typical Module	
Network	Mesh Technology
Range	Minimum of 50m
Ingress protection	IP20 or better
Input	Operating voltage: 230VAC Frequency: 50 Hz

2.8.3. DALI controller

The DALI controllers' function is to control the DALI luminaires connected on the different circuits supplied from each particular distribution board. The DALI controller is to allow communication between the controller and luminaires over the DALI bus such as to dim or switch the luminaires as per lighting scene program or report faulty luminaires. The DALI controller must comply to the DALI protocols IEC62386-102 and IEC62386-207.

2.8.4. DALI master controller

The DALI master controller is to be able to control the DALI controllers and drivers installed in the enclosures on the roof of the church as shown in the technical drawings. The DALI master shall control groups of luminaires and save different lighting scenes. The DALI master controller shall have the following key features:

- Comply to the DALI protocols IEC62386-102 and IEC62386-207
- Bus detective function, one channel DALI bus can install multiple dimming controllers.

2.8.5. Remote access Gateway

Description	A gateway allowing for remote access to the DALI master and control of the Bluetooth low energy interface (or similar wireless technology compatible with the offered luminaires) through Ethernet or WIFI. Can be used for remote diagnostics, network monitoring o remote control of up to two wireless interface networks.
Dimensions	100mm-150mm (length) 25mm-30mm (height) 100mm-150mm (width)
Typical gateway device	
Range	Minimum of 30m
Memory	2GB DDR3 or better
Wifi standard	IEEE 802.11 b/g/n, 2.4G
Operating Relative Humidity	10% to 95%
Operating Temperature	0° to 50° C
Embedded multi-media card	8GB EMMC or better
Processor	QDSP6 v5 core at up to 691 MHz

2.8.6. Wireless scene selector and control switch

The switch shall have a range of at least 45m in open air and shall consist of a battery powered wireless user interface that shall provide selection of different pre-programmed lighting scenes and also control of individual or group luminaries. The scenes shall be configured via a compatible application. The switch shall also be used to dim the lighting.

A mounting bracket/wall mounting plate shall be provided with the wireless switch.

Moreover, the wireless switch shall have the following characteristics:

Dimensions	90-100mm (length), 90-100mm (height), 10-13mm (depth)
Wireless Range	45 m minimum
Colour	White or black (to be determined at a later stage)
Number of selectable pre-programmed scenes	minimum of 4 different scenes per switch
Battery lifetime	2 years minimum

Typical switch outline	

2.8.7. Lighting control application

The mentioned application shall be freely available on any android or IOS device and shall be compatible with the luminaires forming part of this project. It shall be a user friendly application with an intuitive menu system. The technology shall allow the user to store a selected colour temperature, dimming level or colour, besides the creation of time-based scenes and animations. It shall also allow circadian scenes to be created allowing automatic colour temperature adjustment depending on the time of the day.

2.8.8. Setting up of luminaires and programming,

Following the completion of the installation works, the Contractor shall carry out physical adjustment of the luminaires together with the respective brightness level depending on the type of luminaire. This shall be followed by full programming of the various scenes as instructed by the Client.

The srW is to attend weekly meetings with the contractor carrying out the installation. The scope of these meeting is to identify the correct orientation and placement of the luminaires. The meetings will be held on site after sunset. The expected duration of each meeting will be three hours.

2.8.9. Training

The Contractor shall provide full training to the Client's nominated personnel. The duration of the training shall be 4 hours minimum and shall cover maintenance of the lighting system as well as the use of the control application on android or iOS devices. Topics to be covered in relation to the application shall include but not necessarily limited to:

- control of individual luminaires or groups
- programming of scenes
- programming of wireless devices such as switches
- animations
- schedules
- accounts
- gateways

2.9. Cable Management

2.9.1. General

For conduit installations, adequate draw in boxes shall be installed to ensure that cables can be replaced with ease. The price of such boxes shall be deemed to have been included in the price of the relevant power or lighting points.

Any off-sets, bends, routing around beams, etc of the cable management systems shall be deemed to have been included in the tendered rate and no claims for extra cost to this effect will be accepted.

Chases for conduits are to be neatly cut and holes neatly drilled by mechanical means. Chases are to be made in horizontal or vertical runs only. Horizontal chases are to be kept to a minimum.

Vertical chases of conduit adjacent to doors or other openings shall not be nearer than 200mm from these openings.

Special attention shall be given by the Contractor to the number of cables installed in conduit or trunking in order ensure that conduit and trunking space factors shall not be exceeded. In any case conduit with a diameter less than 20mm shall NOT be used.

Cables for LV and ELV installations shall be kept separate and under no circumstances shall they be drawn through the same conduit.

During the course of the works, the Contractor shall blank off all the installed recessed boxes and conduit ends in order to minimize the ingress of debris and dirt.

2.9.2. Galvanised steel conduit and fittings

Galvanised steel conduit and fittings shall conform to BS 4607 and shall be of medium gauge. Conduit will be jointed and terminated using appropriate components as supplied by the conduit manufacturer. Saddle supports are to be at 1.5m intervals and outdoor installations shall be rendered watertight. Conduit lengths shall be electrically continuous and bonded to the main earth terminal. However, conduit cannot serve as a means of earthing for any circuit.

2.9.3. Galvanised steel cable tray

Cable tray shall be of perforated 1.5mm sheet steel construction with a flanged height of 50mm and width as indicated on drawings. Cable tray shall be hot-dipped galvanised after forming and shall be adequately supported to avoid sagging. Brackets and fixtures are to be included in the tendered rates for cable tray.

Tees, bends, reducers and any other fittings shall be supplied by manufacturers. Contractor manufactured fittings shall NOT be accepted.

Only manufacturer supplied galvanised brackets / fixtures shall be used. Offsets, tees, bends, reducers and any other fitting required shall also be supplied by manufacturer and shall be proprietary. Contractor produced fittings shall not be accepted. Proprietary brackets and fittings shall be deemed to have been included in the tendered rates. Channel support systems will not be accepted.

For runs across the roof, the cable tray shall be installed in the horizontal position and shall include cable tray cover. The cable tray shall be installed on proprietary galvanised steel u channel bolted to solid rubber mounting with a minimum height of 50mm.

Example of cable tray floor mount	

The engineer may request that for certain sections of cable tray, the proprietary U channel is anchored to pre-cast solid concrete slabs having a thickness of 60mm instead of the rubber mountings. The supply of bricks/stone slabs shall be included in the tendered rate for cable tray.

The tray shall be electrically continuous and bonded to the main earth terminal however it cannot be used as a means of earthing for any circuit.

All cables installed on cable trays shall be secured to the tray using cable ties.

2.9.4. Cable tie plug anchor with eyelet

The cable tie plug is to be used together with a suitable cable tie to make it possible to bundle and fix cables easily. It is to be installed by inserting it into a drilled hole and is to provide a secure anchor due to its dowel lamellae. It is to be made of a suitable plastic such that no damage to the stone masonry is incurred over time.

Example of cable tie plug anchor with eyelet	

2.9.5. PVC conduit and fittings

PVC conduit and fittings shall conform to BS 4607 and shall be of medium gauge. Conduit shall be jointed and terminated utilising the appropriate components as supplied by the conduit manufacturer. No contractor manufactured fittings or joints shall be utilised. Surface run conduit shall be adequately supported with allowance for expansion and contraction under normal working temperature variations. Saddle supports (where required) are to be at 1 metre intervals.

PVC conduit which shall run under floor paving and shall be connected to pull boxes as shown on the drawings.

Each pipe length shall be jointed using appropriate sockets supplied by the manufacturer and bonded using PVC cement. As soon as these pipes are laid, the contractor shall apply a covering of cement mortar along the entire length of all pipes to ensure protection against accidental damage. The cost of this covering shall be included in the rates quoted for the pipework.

2.9.6. Draw in boxes

Heavy, duty PVC draw in boxes complete with tight-fitting cast-iron cover shall be installed as shown on the drawings. The contractor shall be responsible for setting out the work to ensure that the surface of the box coincided with the finished paving level. After setting out, the contractor shall secure each box in an appropriate manner in order to avoid accidental movement of the box from the set position.

2.9.7. Junction boxes

Thermosetting GRP junction boxes with cover suitable for surface mounting. The junction boxes shall have a minimum ingress protection of IP66 and a minimum impact resistance of IK10. All cable grommets shall have a minimum ingress protection of IP66. Where necessary, the junction box shall be sized to house the

LED DALI driver if required and a terminal block connector as required. Any accessories required for installation of the junction boxes shall be provided by the contractor.

2.9.8. Builder's work

The Tenderer is to include in his rates for chasing, holes in reinforced concrete or structural members etc. required for the proper execution of the works. Holes in reinforced concrete or structural members shall only be made after approval by the Engineer or Architect in charge.

All holes shall be made good with appropriate material in order to ensure that the integrity of the fire barrier is maintained. Such making good shall be deemed to have been included in the tendered rates.

2.9.9. Distribution and control switchgear

The distribution and control switchgear consisting of a distribution board DB-0, DB-1, DB-2 and DB-3, shall be located as shown on the drawings.

2.9.10. Distribution boards

The distribution boards to be located indoor shall consist of a robust PVC enclosure with, DIN mounting rails and shrouded earth and neutral busbars of sufficient capacity to accommodate each individual circuit separately. The enclosures shall be rated to at least IP41 and shall be sized to accommodate all necessary switchgear but shall have outgoing module capacity as indicated in drawings. Care should be taken to avoid warping of the enclosure during installation. Unused ways shall be blanked off and cable entry shall be made using appropriate glands.

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

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

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

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

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

Unused ways shall be blanked off.

2.9.10.1. Transient over voltage protection module

A transient over-voltage protection module shall be installed in the distribution boards (high protection level) in order to protect all the circuits in the following modes:

- Phase to earth
- Phase to neutral
- Neutral to earth

The module shall have a visual status indicator in the form of flags or similar for:

- Full protection
- Reduced protection indicating that module needs to be replaced

- No protection indicating that the module is no longer effective in protecting against transient over-voltages.

The module which shall be installed in the main distribution board shall be Type II / III and shall conform to the following minimum specifications:

- Leakage current: <250µA
- Short circuit withstand capability: 25kA

Type 2

- Nominal discharge current In: 20kA for an 8/20µs waveform
- Let through voltage at In: 900V
- Maximum discharge current Imax: 80kA (per phase)

Type 3

- Let through voltage at U_{OC} of 6kV 1.2/50µs and I_{SC} of 3kA 8/20µs: 600V

Installation of module shall be carried out in strict accordance with manufacturer's instructions. For this reason the contractor shall provide manufacturer's installation instructions to the Engineer prior to installation.

2.9.10.2. Distribution boards at roof level

The distribution board shall consist of a thermosetting GRP enclosure with DIN mounting rails and back plate, as required, shrouded earth and neutral busbars of sufficient capacity to accommodate each individual circuit separately. The enclosures shall be rated to at least IP66 and shall be sized to accommodate all necessary switchgear and control gear. Care should be taken to avoid warping of the enclosure during installation. Unused ways shall be blanked off and cable entry shall be made using appropriate glands.

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

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

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

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

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

Unused ways shall be blanked off.

2.9.10.3. Demarcation box (for street lighting supplied circuits)

The demarcation box shall consist of a heavy duty thermosetting GRP lockable enclosure with DIN mounting rails and shrouded earth and neutral busbars of sufficient capacity to accommodate each individual circuit separately. The enclosures shall be rated to at least IP66 and shall be sized to accommodate all necessary switchgear and control gear. Care should be taken to avoid warping of the enclosure during installation. Unused ways shall be blanked off and cable entry shall be made using appropriate glands.

RCD's where installed, shall conform to BS IEC 1008-2-1:1990.

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

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

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

MCB's for lighting and small power shall have a type C tripping characteristic.
Unused ways shall be blanked off.

2.9.11. Earthing and bonding

Ground earthing shall be by means of earth electrodes located as shown in the drawings and connected by 16sqmm copper conductors and appropriate clamps. Electrodes shall be made of solid copper, at least 2.2m long and with a minimum diameter of 16mm. The head of the electrode shall be housed in a precast or moulded inspection box with adequate cover installed flush at finished floor level. Earth electrodes shall be installed at a minimum distance of 4m from each other.

2.9.12. Lighting Trials

Full scale lighting trials shall be carried out by the contractor in order to determine the exact quantity, type and position of luminaires required.

The lighting trials shall take place after sunset. Each of these sessions shall have a duration of up to 3 hours.

2.9.13. Installation

Once the exact lighting configuration has been determined, the contractor shall carry out the installation. Such works shall be carried out over a period not exceeding 2 months from the order to start works.

2.9.14. Setting up of luminaires and programming

Following completion of the installation works, the Contractor shall, under the direction of the Engineer, carry out the physical pan and tilt adjustments of all luminaires. The Contractor shall also set up and commission the lighting control system, including configuration of the DALI and wireless interface(s) and the programming of the respective brightness level and/or chromaticity (as applicable to each luminaire type). This shall be followed by the full programming of the various lighting scenes, as instructed by the Contracting Authority.

2.9.15. Training

The Contractor shall provide full training to the Contracting Authority's nominated personnel. The duration of the training shall be 1 hour minimum and shall cover maintenance of the electrical system as well as familiarisation with the various circuits supplying the lighting system.

2.9.16. Labels and Charts

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

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

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

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

"SAFETY ELECTRICAL CONNECTION – DO NOT REMOVE"

2.9.17. Inspection and testing

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

The Contractor shall also be responsible for submitting the application/s to Enemalta for the provision of the electricity supply service. The Contractor shall include for the provision of drawings and schematics as well as the inspection and test Certificates for each individual service as required by Enemalta.

2.9.18. Commissioning and testing

On completion of the works, the Contractor shall carry out full scale testing and commissioning along with the supplier of the light fittings and control equipment of all the installations to demonstrate their performance to the satisfaction of the Engineer.

2.9.19. 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, the manufacturer's address and local stockist /agent.
- Wiring diagram of the system and equipment.
- Three sets of "as fitted" drawings and one soft copy.

SECTION 5 – SUPPLEMENTARY DOCUMENTATION

5.1 – Draft Contract Form

5.2 – Glossary

5.3 – Specimen Performance Guarantee

5.4 – Specimen Tender Guarantee

5.4 – General Conditions of Contract

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

www.etenders.gov.mt

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

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