



Financed by:



Co-financed by:



## MEET PROJECT MEDITERRANEAN EXPERIENCE OF ECOTOURISM

Administration  
Heritage Parks Federation  
P.O.Box 9  
St Paul's Bay  
SPB3525

Telephone: +356 21521291

Email: [info@majjistral.org](mailto:info@majjistral.org)

**Opening Date: 12/4/2015**

**Closing Date: 24/4/2015**

**SUBJECT: TENDER FOR THE SUPPLY, DELIVERY, COMMISSIONING and installation of gates/barriers at entry points (3 locations)**

**For the MEET PROJECT MEDITERRANEAN EXPERIENCE OF ECOTOURISM**

**TENDER DOCUMENT:**

**This tender dossier is free**

### **IMPORTANT**

**This tender does not require the submission of a Bid Bond.  
TENDER FOR THE SUPPLY, DELIVERY, COMMISSIONING and installation of gates/barriers at entry points (3 locations)**

# 1 Scope of Tender

## 1.1 Introduction

- 1.1.1 This Tender, which is being issued by Heritage Parks Federation, for the MEET PROJECT MEDITERRANEAN EXPERIENCE OF ECOTOURISM project, hereinafter referred to as “the Contracting Authority”, is for the COMMISSIONING OF the following services:

### **TENDER FOR THE SUPPLY, DELIVERY, COMMISSIONING and installation of gates/barriers at entry points (3 locations)**

- 1.1.2 A sample tender document in PDF format is available for viewing and/or downloading on the [www.majjstral.org](http://www.majjstral.org)

- 1.1.3 This tender document is available for collection free of charge from the  
Administrtion  
Heritage Parks Federation  
P.O.Box 9  
St Paul's Bay  
SPB3525

on any working day between 8.30 a.m., and 12.00 noon

- 1.1.4 Prospective bidders are to ensure that their Tender Document shall contain no changes or alterations, other than those made in accordance with the instructions issued by the Contracting Authority (which are issued as clarification notes or addenda) or those necessitated by errors on the part of the tenderer. In this case, bidders shall ensure that any corrections are properly and duly crossed, dated and initialled in ink by the person signing the tender.

## 1.2 Tender Documentation

- 1.2.1 Each submission for Tender shall clearly indicate the details of the tenderer responsible for such activity and the rates/prices, inclusive of VAT and all other charges as may be applicable. The contract shall start on the date of signature of the Contract Agreement by the selected contractor.
- 1.2.2 A form entitled “**Schedule of Rates/Prices**” is also attached with the Tender Document. Prospective bidders are requested to complete the form, giving the rates/prices in EURO for each item as indicated, inclusive of VAT. This form must be filled in and submitted with the tender document. Prospective bidders shall not at any time of the contract period request a revision of the rates/prices. **Failure to fill in the form, or a form with incomplete information, or a form containing ambiguous financial information (e.g. prices, totals etc.) shall disqualify the tender submission.**
- 1.2.3 A form entitled “**Tenderer's Details Form**” is attached with the Tender Document. Prospective bidders are requested to fully complete the form, and submit it with the Tender Document.
- 1.2.4 Tenderers shall fully complete parts A, B and C of the attached “**Form of Tender**” as required, also confirming the tenderer's undertaking that the offer shall not be retracted or withdrawn for a period of three (3) months from the closing date of the offer. **Failure to submit this form completed in all respects, shall disqualify the bid.**
- 1.2.5 A form entitled “**Data on Joint Venture/Consortium**” is attached with the Tender Document. Prospective bidders are requested to complete the form, and submit it with the Tender Document if they are planning to bid as a Joint Venture / Consortium. In the event that a prospective bidder does not plan to bid as a Joint

Venture/Consortium, this form need not be completed.

- 1.2.6 A form entitled “**Sub-Contracting**” is also attached with the Tender Document. Prospective bidders are requested to complete the form, and submit it with the Tender Document if they are planning to Sub-Contract the works or any part of the works listed in the Tender Document. In the event that a prospective bidder does not plan to sub-contract the works or any part thereof, this form need not be completed.
- 1.2.7 A form entitled “**Statement on Conditions of Employment**” is attached with the Tender Document. Prospective bidders are requested to complete the form, and submit it with the Tender Document.
- 1.2.8 A form entitled: “**Specification Form**” is attached with the Tender Document. Prospective bidders are requested to complete the form by filling in the requested data and submit it with their Tender offer.
- 1.2.9 Tenderers are also requested to submit with their Tender offer any relevant **Technical Literature, Catalogues and/or Illustration detailed under clause 8.4.1** related to the items being offered, which shall corroborate the details filled in the Specification Form. All documents provided shall be written in English Language. If the technical literature does not fully corroborate all the specifications requested in this tender, the literature will be considered as incomplete and offer will not be considered. **Failure to comply with this clause shall render the Tender offer null.**

## 2 Tender Process

### 2.1 General Instructions (Pre Submission of Tenders)

- 2.1.1 In submitting a Tender, the tenderer accepts in full and its entirety, the content of this Tender Document, including subsequent Clarifications issued by the Contracting Authority, whatever its own corresponding conditions may be, which it hereby waives. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this Tender Document.
- 2.1.2 No account shall be taken of any reservation in the Tender as regards the Tender Document; any disagreement, contradiction, alteration or deviation shall lead to the Tender offer not being considered further.
- 2.1.3 The Tender Evaluation Committee shall, request rectifications in respect of incomplete/non-submitted information pertinent to the documentation as outlined in sub-clauses 1.2.3, 1.2.5, 1.2.6, 1.2.7 and 1.2.8 only. Such rectification/s shall be submitted within two (2) working days from notification, and shall be subject to a non-refundable administrative penalty of €50. **Failure to comply shall result in the Tender offer not being considered further.**
- 2.1.4 Tenderers bear the sole liability of examining with appropriate care the Tender documents, including those design documents available for inspection, and any clarification notes to the Tender documents issued during the Tendering period, and for obtaining reliable information with respect to conditions and obligations that may in any way affect the amount or nature of the Tender or the execution of the works. In the event that the tenderer is successful, no claim for alteration of the Tender amount shall be entertained on the grounds of errors or omissions in the obligations of the tenderer described above.
- 2.1.5 Tenderers shall promptly notify the Heritage Parks Federation of any ambiguity or discrepancy that they may discover upon examination of the Tender Document.
- 2.1.6 Tenderers requiring clarification or interpretations of the Tender Document shall make a written clarification via e-mail (email address: [info@majjstral.org](mailto:info@majjstral.org)) at least six (6) working days prior to the closing date for receipt of Tenders. **Any request after this date shall not be accepted.**
- 2.1.7 Any interpretations, corrections or changes to the Tender Document by the Contracting Authority shall be made by an official addendum. Interpretations, corrections or changes made in any other manner shall not be valid, and Tenderers shall not rely upon such interpretations, corrections and changes.
- 2.1.8 Addenda shall be faxed or emailed to all those who are known by the Contracting Authority to have procured a complete Tender Document.
- 2.1.9 No addenda shall be issued later than four (4) working days prior to the date of receipt of Tenders except an addendum postponing the date for receipt of Tenders or withdrawing the request for tenders.
- 2.1.10 The Contracting Authority may, at its own discretion, extend the deadline for submission of Tenders to give tenderers sufficient time to take clarification notes into account when preparing their Tenders.
- 2.1.11 The tenderer shall provide all documents required by the provisions of the Tender document. All such

documents, without exception, shall comply strictly with these conditions and provisions, and contain no alterations made by the tenderer.

## **2.2 Eligibility**

- 2.2.1 Participation in tendering is open on equal terms, to all natural and legal persons of the member States of the European Union, the beneficiary country, and any other country in accordance with Regulation 76 of the Public Procurement Regulations.
- 2.2.2 Natural persons, companies or undertakings who fall under any of the conditions set out in Regulation 50 of the Public Contracts Regulations, 2010 (Legal Notice 296 of 2010) shall be excluded from participation in the award of the Contracts. Tenderers or candidates who have been guilty of making false declarations shall also incur financial penalties representing 10% of the total value of the contract being awarded.
- 2.2.3 All materials, equipment and services to be supplied under the Contract must originate in an eligible country. For these purposes, "origin" means the place where the materials and/or equipment are mined, grown, produced or manufactured and/or from which services are provided.

## **2.3 Multiple Tenders**

- 2.3.1 A tenderer may submit multiple tender offers.
- 2.3.2 A company may not tender for a given contract both individually and as a partner in a joint venture / consortium.
- 2.3.3 A company may not tender for a given contract both individually / partner in a joint venture / consortium, and at the same time be nominated as a subcontractor by any other tenderer, or joint venture / consortium.
- 2.3.4 A Company may act as a sub-contractor for any number of tenderers, and joint venture/consortia, provided that it does not participate individually or as part of a joint venture/consortium, and that the nominations do not lead to a conflict of interest, collusion, or improper practice.

## **2.4 Tender expenses**

- 2.4.1 The Tenderer shall bear all costs associated with the preparation and submission of the Tender.
- 2.4.2 The Contracting Authority shall neither be responsible for, nor cover, any expenses or losses incurred by the Tenderer through site visits and inspections or any other aspect of his/her Tender.

## **2.5 Labour Law**

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

## **2.6 Law**

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

## **2.7 Language of Tenders / Preparation of Tenders**

- 2.7.1 The Tender and all correspondence and documents related to the Tender exchanged by the tenderer and the Contracting Authority shall be written in English.
- 2.7.2 Supporting documents and printed literature furnished by the tenderer may be in another language, provided they are accompanied by an accurate translation into English. For the purposes of interpretation of the Tender, the English language shall prevail.
- 2.7.3 The Tenderer's submission shall be typed in, or handwritten in indelible ink and signed by the person listed in the Tenderers Details Form enclosed with the Tender Document. Any pages on which entries or correction to his/her submission have been made shall be initialled by the person listed in the Tenderers Details Form. All pages shall be numbered consecutively by hand, machine or in any other way acceptable by the Contracting Authority.

- 2.7.4 The Tender shall contain no changes or alterations, other than those made in accordance with instruction issued by the Contracting Authority (issue as clarification notes) or necessitated by errors on the part of the tenderer. In the latter case, corrections shall be initialled by the person signing the tender.
- 2.7.5 The Tender shall be rejected if it contains any alteration, tampering, addition or deletion to the Tender documents not specified in a clarification note issued by the Contracting Authority.

## **2.8 Tender Rates/Prices**

- 2.8.1 The Tender rates/prices shall cover the whole of the works/supplies/services as described in the Tender Document.
- 2.8.2 The tenderer shall provide a breakdown of the overall rates/prices in Euro (€)
- 2.8.3 Tenderers shall quote all components of the price inclusive of VAT, taxes, customs and import duties and any discounts, as applicable. Except as may be provided for in the Contract, no payment shall be made for items which have not been costed. **Rates and prices shall be entered against each item in the bill of quantities/schedule of prices/rates, or otherwise specifically declared as 'Nil' or 'Included' in writing. The price of any item in the bill of quantities/schedule of prices/rates, against which no interpretable entry in writing has been made (i.e. either left blank or marked with a dash or other such unreadable signs), wilfully or otherwise, shall be deemed 'Nil' or 'Included' in other items of the bill of quantities. Requests for correction of such entries during the execution of the contract shall not be entertained.**
- 2.8.4 Different options are to be clearly identifiable in the technical and financial submission; thus, Tenderers shall submit a **separate** Tender Form marked 'Option 1', 'Option 2' etc. for each individual option, clearly specifying the rates/prices of the relative option. Bidders shall ensure that the Tender Forms submitted are complete in all respects. **Failure to abide by this clause shall be treated as follows:**
- **When a single Tender Form is submitted with one or more options included in one Tender Form, the whole tender offer shall be rejected and rendered null;**
  - **When one or more Tender Forms are submitted, either to cover one option or to cover a number of options and one or more of these Tender Forms are not completed properly and in all respects, the options relative to the invalid Tender Forms shall be rejected and the options rendered null. The evaluation committee shall proceed to evaluate only the option or those options with a fully completed and valid Tender Form.**
- 2.8.5 If the tenderer offers a discount, the discount shall be absorbed in the rates of the Bill of Quantities / Schedule of Rates / Schedule of Prices.
- 2.8.6 The rates/prices of the Contract shall include all of the works to be provided. The rates/prices quoted are fixed and not subject to revision or escalation in costs, unless otherwise provided for in the Special Conditions.

## **2.9 Currencies of Tender and Payments**

- 2.9.1 The currency of the Tender is the Euro (€). All sums in the breakdown of the overall rates/price, in the questionnaire and in other documents shall be expressed in Euro(€).
- 2.9.2 The payment terms referred to under the relative Clause of the General Conditions particular to this Tender, state that payment shall be effected within a reasonable period of time. This shall be taken to mean that payment is to be effected within 60 days from the presentation of the bill to the Contracting Authority provided that the invoices are accepted and certified by the Contracting Authority and that the services conducted are carried out to the satisfaction of the Officer in charge of the Contract. Any penalties which shall be incurred by the Contractor shall be deducted from these bills.
- 2.9.3 The Contractor shall submit VAT invoices in accordance with the Twelfth Schedule of the VAT Act. Invoices shall only be registered as valid if in full compliance with this clause and the Contracting Authority shall not be held liable for delays in payments due should the Contractor have submitted an invalid invoice. Invoices submitted not in accordance with this requirement shall not be processed for payment and the Contracting Authority reserves the right to request the Contractor to re-issue the invoice accordingly.
- 2.9.4 The invoices submitted by the Contractor shall include the Letter of Acceptance reference number and any other relevant details such as the Advert Number.
- 2.9.5 Payment of bills shall be stopped whenever, in the opinion of the Contracting Authority, the Contractor is under penalty for breach of any conditions of the Contract.

### 3 Tender Submittals

#### 3.1 Method of Submissions

- 3.1.1 Tenders shall be submitted at the Heritage Parks Federation by the time and date indicated in the attached notice. Tenders are to be delivered to the following address:

Administration  
Heritage Parks Federation  
P.O.Box 9  
St Paul's Bay  
SPB3525

**Late submissions shall not be accepted.** The proposal for this Tender shall be closed in a sealed package with the Advert Number clearly marked on it and submitted either by recorded delivery (official postal/courier service) or hand delivered and deposited in the Tender Box at the above address. **Any other method of submission shall NOT be accepted.**

- 3.1.2 By casting the Tender, the tenderer shall be deemed to be in a position to carry out all the services specified in this Tender Document.
- 3.1.3 Each Tenderer shall ascertain, prior to submitting his/her Tender, that he/she has received all addenda issued and shall acknowledge their receipt in his/her Tender.
- 3.1.4 Tenderers shall quote their VAT Registration Number in the appropriate space provided in the Tenderers' Details Form. Moreover, prospective bidders shall be bound to conform in all respects to the VAT legislation and regulations.
- 3.1.5 Tenderers are required to submit the following set of documents with their tender submission and for each option submitted (if any):
- a) **Schedule of Rates/Prices** as per Clause 1.2.2
  - b) **Tenderer's Details Form** as per Clause 1.2.3
  - c) **Tender Form** as per Clause 1.2.4
  - d) **Data on Joint Venture/ Consortium Form (if applicable)** as per Clause 1.2.5
  - e) **Sub-contracting Form (if applicable)** as per Clause 1.2.6
  - f) **Statement on Conditions of Employment** as per Clause 1.2.7
  - g) **Specification Form** as per Clause 1.2.8
  - h) **Technical Information** as per Clause 1.2.9

The information collected on this form shall be processed in accordance to the Data Protection Act 2001. The contents of this document are confidential and intended solely for the use of this organization, and shall not be disclosed or copied without your consent, to anyone outside the Company unless the law permits us to.

- 3.1.6 Any information and details submitted by the Contractor shall be processed with the Freedom of Information Act [Chapter 496] of the Laws of Malta and the Data Protection Act [ Chapter 440] of the Laws of Malta.
- 3.1.7 **All tenders submitted, including catalogues, illustrations and literature shall be bound. The Contracting Authority shall bear no responsibility for the loss of any documents which are not bound with the tender offer.**

#### 3.2 Late Tenders

- 3.2.1 All Tenders received after the deadline for submission specified in the contract notice or these instructions shall be kept by the Contracting Authority. The associated guarantees shall be returned to the tenderers (if any).

- 3.2.2 No liability shall be accepted for late delivery of Tenders. Late Tenders shall be rejected and shall not be evaluated.

## 4 Opening and Evaluation of Offers

### 4.1 Opening of Tenders

- 4.1.1 Tenders shall be opened in public session on the date and time indicated in the Tender advert and in the Tender Document, at the premises by the Tender Opening Board. The Board shall draw up a 'Schedule of Tenders Received' which shall be published on the notice board at the Contracts and Procurement Section and shall also be available for public viewing.
- 4.1.2 Reductions or alterations to tender rates/prices made by tenderers after submission shall not be taken into consideration during the analysis and evaluation of Tenders.

### 4.2 Opening of Tenders

- 4.2.1 After the opening of the Tenders, no information about the examination, clarification, evaluation or comparison of Tenders or decisions about the Contract award shall be disclosed before the notification of award.
- 4.2.2 Information concerning checking, explanation, opinions and comparison of Tenders and recommendations concerning the award of contract, shall not be disclosed to Tenderers or any other person not officially involved in the process unless otherwise permitted or required by law.
- 4.2.3 Any attempt by a tenderer to approach any member of the Evaluation Committee / Contracting Authority directly during the evaluation period shall be considered legitimate grounds for disqualifying his/her Tender.

### 4.3 Clarification of Tenders

- 4.3.1 When checking and comparing Tenders, the Evaluation Committee may, after obtaining approval from the Departmental Contracts Committee, ask a tenderer to clarify any aspect of his/her tender.
- 4.3.2 Such requests and the responses to them shall be made by email or fax. They may in no circumstances alter or try to change the rates/price or content of the Tender, except to correct arithmetical errors discovered by the evaluation committee when analysing tenders.

### 4.4 Tender Evaluation Process

- 4.4.1 **Part 1, Administrative compliance:** The Evaluation Committee shall check the compliance of Tenders with the instructions given in the Tender Document.

The Evaluation Committee shall, request rectification in respect of incomplete/non-submitted information pertinent to the documentation as outlined in clause 2.1.3 of this Tender document. Such rectifications shall be submitted within two (2) working days from notification, and shall be subject to a non-refundable administrative penalty of €50. **Failure to comply shall result in the Tender offer not being considered any further.**

- 4.4.2 **Part 2, Eligibility and Selection compliance:** Tenders which have been considered administratively compliant shall be evaluated for admissibility as outlined below:
- a) Eligibility Criteria
  - b) Technical Compliance
  - c) Financial Evaluation

### 4.5 Correction of Arithmetical Errors

- 4.5.1 Admissible Tenders shall be checked for arithmetical errors by the Evaluation Committee. Errors shall be corrected as follows:
- a) Where there is a discrepancy between amounts in figures and in words, the amount in words shall prevail;
  - b) Where there is a discrepancy between a unit rates/price and the total amount derived from the multiplication of the unit rates/price and the quantity, the unit rates/price as quoted shall prevail.
- 4.5.2 The amount stated in the Tender shall be adjusted by the Evaluation Committee in the event of error, and the

tenderer shall be bound by that adjusted amount. In this regard, the Evaluation Committee shall communicate the revised rates/prices to the tenderer. If the tenderer does not accept the adjustment, his/her Tender shall be rejected and his/her tender guarantee forfeited (if any).

- 4.5.3 When analysing the Tender, the Evaluation Committee shall determine the final Tender rates/prices after adjusting it on the basis of clause 4.5.1.

## **5 Contract Award**

### **5.1 Criteria for Award**

- 5.1.1 The sole award criterion shall be the tendered price. The contract shall be awarded to the bidder who submits the cheapest, administrative and technical compliant tender.

### **5.2 Right of the Contracting Authority to accept or reject any Tender.**

- 5.2.1 The Contracting Authority reserves the right to accept or reject any Tender and/or to cancel the whole Tender procedure and reject all Tenders. In such an event, the Contracting Authority reserves the right to initiate a new invitation to Tender.

- 5.2.2 In the event of a Tender procedure's cancellation, tenderers shall be notified by the Contracting Authority. If the Tender procedure is cancelled before the opening of any envelope of any Tender, the sealed envelopes will be returned, unopened to the tenderers. The Contracting Authority may also opt to refund the cost of the tender document to the prospective bidders who had procured a tender document.

- 5.2.3 Cancellation may occur where:

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

- 5.2.4 **In no circumstances shall the Contracting Authority be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of a Tender, even if the Contracting Authority has been advised of the possibility of damages. The publication of a contract notice does not commit the Contracting Authority to implement the programme or project announced.**

### **5.3 Notification of Award of Contract**

- 5.3.1 Prior to the expiration of the period of validity of Tenders, the Contracting Authority shall notify the successful tenderer, in writing, that his/her Tender has been recommended for award by the Evaluation Committee, pending any appeal being lodged in terms of Part II, Regulation 21 of the Public Contracts Regulations, a copy of which is reproduced hereunder.

- 5.3.2 Unsuccessful bidders shall be notified with the outcome of the evaluation process, and shall be provided with the following information:

- a) the criteria for award;
- b) the name of the successful tenderer;
- c) the recommended price of the successful bidder;
- d) the deadline for filing a notice of objection (appeal);
- e) the deposit required if lodging an appeal.

- 5.3.3 The recommendations for award shall be published on the notice board of the Heritage Parks Federation. It shall be the obligation of the Tenderer to periodically check that such recommendations have been so published.



## 5.4 Contract Signing and Performance Guarantee

- 5.4.1 After the lapse of the appeals period, and pending that no objections have been received and/or upheld, the successful tenderer may be invited to clarify certain contractual questions raised therein. Such clarification will be confined to issues that had no direct bearing on the choice of the successful tender. The outcome of any such clarifications will be set out in a Memorandum of Understanding, to be signed by both parties and incorporated into the contract.
- 5.4.2 At any time prior to the award of the tender, the Company reserves the right to request the tenderer to provide a certificate issued by the Employment and Training Corporation, indicating the number and details of employees duly registered with Corporation. In those cases where tenderers intend to sub-contract the works, they shall produce an original or authenticated certificate from ETC which indicates the respective registration number of the nominated subcontractors. The certificate shall be required for the sole purpose of confirming that the tenderer possesses, or has available, adequate human resources to perform the contract to a timely and successful completion. **Any tenderer who fails to provide the requested certificate/s when requested to do so, shall be disqualified from further consideration towards the award of the contract.**
- 5.4.3 In submitting this tender, the tenderer is certifying his/her acceptance in full of all the tender terms and conditions, including all addenda issued by the Contracting Authority prior to the closing date for the submission of tender offers. The successful tenderer may, upon the issue of the Letter of Intent, be requested to endorse all sheets of the tender document and any addenda issued during the tenders' submission period as a means of confirmation of his/her acceptance of all the contents thereof, and he/she shall do so without any reservations or conditions. **Requests to waive particular terms, conditions or specifications, shall not be entertained and may result in termination of the contract.**
- 5.4.4 The Contracting Authority shall issue a letter of intent stipulating the date from which the successful tenderer shall call at the Contracts and Procurement Section, within five (5) working days, to sign and date the contract. The Contract would not be signed unless the successful tenderer furnishes personally the performance guarantee (applicable to contracts exceeding €9,000 in value). On signing of the Contract by the Contracting Authority the successful tenderer will become the Contractor and the contract will enter into force.
- 5.4.5 Before the Contracting Authority signs the contract with the successful tenderer, the successful tenderer may be requested to provide the documentary proof or statements required to show that it does not fall into any of the exclusion situations listed in Clause 7 of the Tender Form. The above mentioned documents must be submitted by every member of a Joint Venture/Consortium (if applicable).
- 5.4.6 If the selected tenderer fails to sign and return the contract, other required documentation, and any guarantees required within the prescribed 5 working days' period, the Contracting Authority may consider the acceptance of the tender to be cancelled without prejudice to the Contracting Authority's right to seize the guarantee (Bid Bond) where applicable, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the Contracting Authority.
- The tenderer whose tender has been evaluated as second cheapest / Second most advantageous may be recommended for award, and so on and so forth.
- 5.4.7 Only the signed contract will constitute an official commitment on the part of the Contracting Authority, and activities may not begin until the contract has been signed by the Contracting Authority and the successful tenderer.
- 5.4.8 The performance guarantee, applicable only to contracts exceeding €10,000 in value, referred to in the General Conditions is set at 10% of the amount of the contract and must be presented in the form attached to this tender document. The performance guarantee shall be released within 30 days of the signing of the Contractor's Performance Report by the Officer in charge of the contract, unless the Special Conditions provide otherwise.

## 6 Contract Special Conditions

- 6.1 This Agreement shall be read, governed and construed in accordance with the Laws of Malta and any controversy in relation thereto shall be submitted to final and binding arbitration in terms of Part IV of the Arbitration Act (Chapter 387 of the Laws of Malta)

- 6.2** Any dispute, controversy or claim arising out of or relating to this contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the rules of the Malta Arbitration Centre as at present in force. Any reference in the attached General Conditions to other arbitration procedures shall not apply.
- 6.3** The acceptance of the Tender under this contract shall not hinder the Contracting Authority from procuring works/supplies/services (as applicable) similar in nature to those requested by this Tender, but which fall outside the scope of this Tender in terms of quantity, quality and/or specifications, from any other source if and whenever is considered necessary. In these circumstances, the Contractor shall not claim any right whatsoever to be assigned such similar works/supplies/services.
- 6.4** The Contractor cannot, directly or indirectly, subcontract or handover any part of this contract without the prior approval of the Contracting Authority, after a written request to this effect by the Contractor.
- 6.5** The Contractor shall assume full responsibility and accountability, according to the current legislation, concerning the Health and Safety of his/her employees and/or his/her sub-contractors, including any third parties involved in the execution of this tender.
- 6.6** The Contractor shall be bound to conform with the Occupational Health and Safety Authority Act 2000 (Cap 424 of the Laws of Malta) and to all regulations/legal notice that form part of his/her Act; as well as any other national and European Union legislation, regulations, standards, and/or codes of practices in effect during the execution of the contract, regarding Health-and-Safety issues, as they apply for the Contractor's particular operating situation and nature of work activities.
- 6.7** The successful Contractor shall provide all health and safety related equipment as required by the Maltese legislation, good practice, as may be required by the Contracting Authority and as may be further detailed in this Contract.
- 6.8** The Contractor shall allocate all necessary resources to safeguard the health and safety of operatives, including those of subcontractors, and of any persons whom the Works may affect. The Contractor shall undertake to perform all necessary risk assessments, H&S procedures and maintain all relevant supporting records as required by Maltese legislation, good practice and as may be required by the Contracting Authority. This also includes the provision by the Contractor of all necessary personal protective equipment, mainly personnel on site are to wear safety boots, gloves, masks and all the necessary safety clothing to protect themselves, vaccinations and medical check-ups (if required) to all his/her employees, including those of subcontractors, employed on site or who are employed to execute the services requested in this Contract. The Contracting Authority reserves the right to carry out inspections in this respect and if the Contractor is found non-compliant then the Contracting Authority shall ask the Contractor to abide with H&S regulations with immediate effect. Subsequent notifications may imply that the Contractor is disqualified from the tender following which the Contracting Authority will seek the services requested from the next cheapest Tenderer.
- 6.9** The contractor shall be solely responsible for the safe operation of the plant and equipment employed on site in connection with the works, including the safety of the operators. All equipment shall conform to all safety regulations and legislation in force and / or recognised standards/codes of practice, while all the operators shall be in possession of all the necessary recognised permits, qualification and skill required to carry out such duties.
- 6.10** The Contracting Authority reserves the right to inspect all the equipment that shall be required by the Contractor to provide the services requested in this Tender Document.
- 6.11** A daily penalty of Two Hundred Fifty Euro (€250) shall be charged to the Contractor if:
- (a) in the case of a service contract, the contractor fails to satisfactorily provide the requested services as stipulated in this Tender Document, and/or the service is found to be seriously lacking in quantity, quality or efficiency and/or the Contractor breaches any of the conditions stipulated in this Tender document;
  - (b) in the case of a supply contract, the contractor fails to deliver within the delivery period stipulated in the contract agreement, and/or the contractor's performance is found to be seriously lacking in quantity, quality or efficiency and/or the Contractor breaches any of the conditions stipulated in this Tender document;
  - (c) in the case of a works contract, the contractor fails to complete works and/or works in progress within the completion period, and/or in accordance with the timeframes of delivery, stipulated in the contract agreement, and/or the contractor's performance is found to be seriously lacking in quantity, quality or efficiency and/or the

Contractor breaches any of the conditions stipulated in this Tender document;

In such case, the Contracting Authority shall issue Notification Warning letters or Default Notices, notifying the Contractor of his/her breach of contract and requesting immediate remedial action, as applicable, by the Contractor who shall remedy the failure within three working days from the notification, or else, as may be otherwise required by the Contracting Authority. Moreover, the Contracting Authority reserves the right to engage other contractors to execute the contract and any extra expenses incurred, further to the contract rates, shall be borne by the contractor. During the period the daily penalty is being applied, the Contracting Authority reserves the right to terminate the contract and award the contract to other bidders competing in the same tender. Moreover, in such event, the bank guarantee shall be forfeited.

6.12 Should the abovementioned Clause (7.11) be applied, the final sum due to the contractor shall be determined upon the expiry of the notice period indicated and any penalties or extra costs shall be deducted accordingly.

6.13 The Contractor shall follow and execute all legitimate directives and instructions issued by the Contracting Authority. The procurement detailed in this tender is authorised by the Contracting Authority as represented on site by the designated Officer in charge of the Contract, who shall verify that all the conditions stipulated in this tender are adhered to. All works to be carried out by the contractor shall always be under the direction and supervision of the Officer in charge of the Contract, who may be assisted by a technical officer or employee of the Contracting Authority.

6.14 To further promote economic activity and promote social inclusion contractors who are or employ local unskilled workforce would be given preference.

## 7 Tender Specifications and Conditions

### 7.1 Contract Objective

7.1.1 This Tender is for **THE SUPPLY, DELIVERY, COMMISSIONING and installation of gates/barriers at entry points (3 locations)**

### 8.2 Contract Term

8.2.1 The services awarded are to be started within 2 (two) weeks from signing of contract agreement by the successful bidder and completed within 2 (two) months from date of contract.

**FOR THE SUPPLY, DELIVERY, COMMISSIONING and installation of gates/barriers at entry points (3 locations)**

### 8.3 Specifications

The following work specifications as per attached documents, drawings and site plans.

**FOR THE SUPPLY, DELIVERY, COMMISSIONING and installation of gates/barriers at entry points (3 locations)**

## TENDER FORM

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

Place and Date: .....

Publication reference: .....

**Name & Address of Contracting Authority:**

Administration  
Heritage Parks Federation  
P.O.Box 9  
St Paul's Bay  
SPB3525

Advert No. : 2

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**A. TENDER SUBMITTED BY:**

	<b>Name(s) of tenderer(s)</b>	<b>Nationality</b>
<b>Leader</b>		
<b>Partner 2*</b>		
<b>Etc ... *</b>		

\* add/delete additional lines for partners as appropriate. Note that a sub-Contractor is not considered to be a partner for the purposes of this tender procedure. If this tender is being submitted by an individual tenderer, the name of the tenderer should be entered as 'leader' (and all other lines should be deleted)

**B. CONTACT PERSON (for this tender)**

<b>Name</b>	
<b>Address</b>	
<b>Telephone</b>	( ____ ) _____
<b>Mobile</b>	( ____ ) _____
<b>Fax</b>	
<b>E-mail</b>	

**C. TENDERER'S DECLARATION(S)**

**To be completed and signed by the tenderer (including each partner in a consortium).**

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

- 1 We have examined, and accept in full and in its entirety, the content of this tender document (including subsequent Clarifications Notes issued by the Contracting Authority) for invitation to tender No. **\*\*/\*/\*/\*/\*** of **\*\*/\*/\*/\*/\***. We hereby accept the contents thereto in their entirety, without reservation or restriction. We also understand that any disagreement, contradiction, alteration or deviation shall lead to our tender offer not being considered any further.
- 2 We offer to provide, in accordance with the terms of the tender document and the conditions and time limits laid down, without reserve or restriction, the services indicated on the Schedule of Prices and Rates.
- 3 The price of our tender inclusive of VAT, duties and any discounts) is:  
  
€ \_\_\_\_\_
- 4 This tender is valid for a period of 3 months from the final date for submission of tenders.
- 5 We are making this application in our own right and [**as partner in the consortium** led by < name of the leader / ourselves > ] for this tender. We confirm that we are not tendering for the same contract in any other form. [We confirm, as a partner in the consortium, that all partners are jointly and severally liable by law for the performance of the contract, that the lead partner is authorised to bind, and receive instructions for and on behalf of, each member, and that all partners in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's performance]. We are fully aware that, in the case of a consortium, the composition of the consortium cannot be modified in the course of the tender procedure.
- 6 We are not bankrupt or under an administration appointed by the Court, or under proceedings leading to a declaration of bankruptcy. We also declare that we have not been convicted criminally, or found guilty of professional misconduct. Furthermore, we are up-to-date in the payment of social security contributions and other taxes.
- 7 We accept that we shall be excluded from participation in the award of this tender if compliance certificates in respect of declarations made under Clause 6 of this declaration are not submitted by the indicated dates.
- 8 We have no potential conflict of interests or any relation with other candidates or other parties in the tender procedure at the time of the submission of this application. We have no interest of any nature whatsoever in any other tender in this procedure. We recognise that our tender may be excluded if we propose key experts who have been involved in preparing this project or engage such personnel as advisers in the preparation of our tender.
- 9 We will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any false, inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the Government of Malta and the European Communities.
- 10 I acknowledge that the Contracting Authority shall request rectifications in respect of incomplete/non-submitted information pertinent to the documentation listed in clause 2.1.3. We understand that such rectification/s must be submitted within two (2) working days, and will be subject to a non-refundable administrative penalty of €50, and that failure to comply shall result in our offer not being considered any further.

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

Name and Surname: \_\_\_\_\_

I.D. / Passport Number: \_\_\_\_\_

Signature of tenderer: \_\_\_\_\_

Duly authorised to sign this tender on behalf of: \_\_\_\_\_

Company/Lead Partner VAT No:  
*(if applicable)* \_\_\_\_\_

Stamp of the firm/Company: \_\_\_\_\_

Place and date: \_\_\_\_\_

## TENDERER'S DETAILS

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<b>Name of Tenderer/Joint Venture/Consortium</b>	..... .....

<b>Address</b>	..... .....
<b>Manufacturer</b>	.....
<b>Country of Origin</b>	.....
<b>Trading Licence No.</b>	.....
<b>VAT Registration Number (if applicable)</b>	.....
<b>Name of Contact Person</b>	.....
<b>I.D. / Passport Number</b>	.....
<b>Signature</b>	.....
<b>Date</b>	.....

**DATA ON JOINT VENTURE / CONSORTIUM** (if applicable)

Name	.....
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Managing Board's Contact Details	Address: ..... ..... Telephone: ..... Fax: ..... Email: .....	
Agency in the state of the Contracting Authority, if any <i>(in the case of a Joint Venture/Consortium with a foreign lead partner)</i>	Address: ..... ..... Telephone: ..... Fax: ..... Email: .....	
Names of Partners	(i) ..... (ii) ..... (iii) ..... (iv) .....	
Name of Lead Partner	.....	
	Agreement governing the formation of the Joint Venture/Consortium <i>(Enclose Joint Venture/ Consortium Agreement)</i>	
4.4.7	Proposed proportion of responsibilities between partners (in %) with indication of the type of the works to be performed by each* * The Company acting as the lead partner in a joint venture/consortium, they must have the ability to carry out at least 50% of the contract works by its own means. If a Company is another partner in a joint venture/consortium (i.e. not the lead partner) it must have the ability to carry out at least 10% of the contract works by its own means	
	..... - .....% ..... - .....%	..... - .....% ..... - .....%

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

Date: .....

**SUB-CONTRACTING** (if applicable)

If the tenderer plans to sub-contract part of the works, he/she must provide the following details:



Service/s intended to be sub-contracted	Name and details of sub-contractors	Value of sub-contracting as percentage of the total cost	Experience in similar services (details to be specified)

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Signature: .....

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

Date: .....

**Statement on Conditions of Employment**

**Statement on Conditions of Employment**

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

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

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

Signature .....

Name of Signatory .....

I.D. No. ....

Name of bidder/contractor .....

Date .....

# SPECIFICATIONS FORM

(To be completed by the Tenderer or an Authorised Representative)

Bidders are to fill in the following table as appropriate, indicating or otherwise compliance offered with tender specifications:

**SUPPLY, DELIVERY, COMMISSIONING and installation of gates/barriers at entry points (3 locations)**

Gate Number	Price without VAT	Price with VAT included
Gate 1:		
Gate 2:		
Gate 3:		

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Name of Tenderer: \_\_\_\_\_

Date: \_\_\_\_\_

I.D. No.: \_\_\_\_\_

Signature: \_\_\_\_\_

## SCHEDULE OF PRICES AND RATES

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This form must be filled in and submitted with the tender document. Failure to fill in the form, or a form with incomplete information, or form containing ambiguous financial information (e.g. rates, totals etc) shall disqualify the tendered submission.

(To be completed by the Tenderer or an Authorised Representative )

Gate Number	Price without VAT	Price with VAT included
Gate 1:		
Gate 2:		
Gate 3:		

Rates to be inclusive of VAT as per Clause 1.2.2

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Name of Tenderer: \_\_\_\_\_

Date: \_\_\_\_\_

I.D. No.: \_\_\_\_\_

Signature: \_\_\_\_\_

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## TENDER SUBMISSION CHECKLIST

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The Tenderer is requested to tick in the boxes below to cross check that all documentation required in the Tender Document are completely filled-in and submitted with his/her Tender submission.

- |   |                          |
|---|--------------------------|
| <b>SCHEDULE OF RATES &amp; PRICES</b>                         | <input type="checkbox"/> |
| <b>TENDERER'S DETAILS FORM</b>                                | <input type="checkbox"/> |
| <b>FORM OF TENDER</b>   | <input type="checkbox"/> |
| <b>DATA ON JOINT VENTURE/ CONSORTIUM FORM (IF APPLICABLE)</b> | <input type="checkbox"/> |
| <b>SUB-CONTRACTING FORM (IF APPLICABLE)</b>                   | <input type="checkbox"/> |
| <b>STATEMENT ON CONDITIONS OF EMPLOYMENT FORM</b>             | <input type="checkbox"/> |
| <b>SPECIFICATION FORM</b>                                     | <input type="checkbox"/> |
| <b>FULL DETAILED LITERATURE IN ENGLISH LANGUAGE</b>           | <input type="checkbox"/> |
| <b>ALL ADDENDA IS ATTACHED WITH THE SUBMISSION (IF ANY)</b>   | <input type="checkbox"/> |
| <b>NO ALTERATIONS TO THE DOCUMENT HAVE BEEN MADE</b>          | <input type="checkbox"/> |

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Name of Tenderer: \_\_\_\_\_

Date: \_\_\_\_\_

I.D. No.: \_\_\_\_\_

Signature: \_\_\_\_\_