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TM REF: TM 053/2013

# DESIGN AND CONSTRUCTION OF A CONCRETE VEHICLE RESTRAINT SYSTEM – ROUTE 1 (IM SIDA)

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Date Published: 15<sup>th</sup> November 2013

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Closing Date: 12<sup>th</sup> December 2013 at 10:00am CET

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Cost of the Tender Document: €50.00

## IMPORTANT:

- Clarifications shall be uploaded and will be available to view/ download from [www.transport.gov.mt](http://www.transport.gov.mt)

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# VOLUME 1 SECTION 1 - INSTRUCTIONS TO TENDERERS

## A. GENERAL PART

### 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 Contracting Authority, whatever his own corresponding conditions may be, which he hereby waives. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender document.

No account can 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 any further.

The Evaluation Committee shall, after having obtained approval by the Procurement Committee, request rectifications in respect of incomplete/non-submitted information pertinent to the documentation as outlined in sub-Clause 16.1(a), 16.1(b), and 16.1(c) of these Instructions to Tenderers. Such rectification/s must be submitted within two (2) working days from notification, failure to comply shall result in the tender offer not being considered any further.

No rectification shall be allowed in respect of the documentation as outlined in sub-Clause 16.1(d), 16.1(e) and 16.1(f) of these Instructions to Tenderers. Only clarifications on the submitted information in respect of the latter may be eventually requested.

- 1.2 This is a call for tenders for the design and construction of a concrete vehicle restraint system to EN 1317.

- 1.3 This is a unit-price (Bill of Quantities) contract.

- 1.4 The tenderer will bear all costs associated with the preparation and submission of the tender. The Contracting Authority will in no case be responsible or liable for such costs, whatever the conduct or outcome of the procedure.

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

### 2. Timetable

|                                                                                                                    | DATE                           | TIME*   |
|--------------------------------------------------------------------------------------------------------------------|--------------------------------|---------|
| Deadline for request for any additional information from the Contracting Authority                                 | 27 <sup>th</sup> November 2013 | 12:00pm |
| Last date on which additional information are issued by the Contracting Authority                                  | 28 <sup>th</sup> November 2013 | 4:00pm  |
| Deadline for submission of tenders / Tender Opening Session<br>(unless otherwise modified in terms of Clause 11.3) | 12 <sup>th</sup> December 2013 | 10:00am |

\* All times Central European Time (CET)

### 3. Lots

- 3.1 This tender is not divided into lots, and tenders must be for the whole of quantities

indicated. Tenders will not be accepted for incomplete quantities.

#### **4. Financing**

4.1 The project is financed from Transport Malta funds.

#### **5. Eligibility**

5.1 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, any other country in accordance with Regulation 76 of the Public Procurement Regulations 2010.

5.2 Natural persons, companies or undertakings who fall under any of the conditions set out in Regulation 50 of the Public Procurement Regulations, 2010 (Legal Notice 296 of 2010) may be excluded from participation in and the award of contracts. Tenderers or candidates who have been guilty of making false declarations will also incur financial penalties representing 10% of the total value of the contract being awarded.

5.3 Tenders submitted by companies forming a joint venture/consortium must also fulfil the following requirements:

- One partner must be appointed lead partner and that appointment confirmed by submission of powers of attorney signed by legally empowered signatories representing all the individual partners. The tender must include a preliminary agreement or letter of intent stating that all partners assume joint and several liability for the execution of the contract, that the lead partner is authorised to bind, and receive instructions for and on behalf of, all partners, individually and collectively.
- All partners in the joint venture/consortium are bound to remain in the joint venture/consortium until the conclusion of the contracting procedure. The consortium/joint venture winning this contract must include the same partners for the whole performance period of the contract other than as may be permitted or required by law.

5.4 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.

#### **6. Selection Criteria**

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

**In the case of a joint venture, the joint venture as a whole must satisfy the minimum qualifications required below.**

6.1.1 No evidence of economic and financial standing is required.

6.1.2 Information about the tenderer's technical capacity.

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

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

- Evidence of relevant experience in execution of works of a similar nature over the past (5) five years, including the nature and value of the relevant contracts, as well as works in hand and contractually committed. The minimum accumulated value of projects of a similar nature completed shall be not less than €100,000 for the said five years.

In so listing the end clients, the tenderer is giving his consent to the Evaluation Committee, so that the latter may, if it deems necessary, contact the relevant clients, with a view to obtain from them an opinion on the works provided to them, by the tenderer.

- Data concerning sub-contractors and the percentage of works to be sub-contracted:

The maximum amount of sub-contracting must not exceed 20% of the total contract value.

The main contractor must have the ability to carry out at least 80% of the contract works by his own means.

## **7. Multiple Tenders**

- 7.1 A tenderer may submit multiple tender offers.
- 7.2 A company may not tender for a given contract both individually and as a partner in a joint venture/consortium.
- 7.3 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 sub-contractor by any another tenderer, or joint venture/consortium.
- 7.4 A company may act as a sub-contractor for any number of tenderers, and joint ventures/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.

## **8. Tender Expenses**

- 8.1 The tenderer will bear all costs associated with the preparation and submission of the tender.
- 8.2 The Contracting Authority will 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 tender.

## **9. Site Inspection**

- 9.1 A tenderer may visit the site of the works and its surroundings for the purpose of assessing, at his own responsibility, expense and risk, factors necessary for the preparation of his tender and the signing of the contract for the works.
- 9.2 A clarification meeting and/or a site visit will not be held by the Contracting Authority.

## **B. TENDER DOCUMENTS**

### **10. Content of Tender Document**

- 10.1 The set of tender documents comprises the following documents and should be read in conjunction with any clarification notes issued in accordance with Clause 24:
- Volume 1 Instructions to Tenderers
  - Volume 2
    - Draft Contract
    - General Conditions (available online from [www.contracts.gov.mt/conditions](http://www.contracts.gov.mt/conditions))
    - Special Conditions
  - Volume 3 Technical Specifications
  - Volume 4 Model Financial Bid/Bill of Quantities
  - Volume 5 Drawings
- 10.2 Tenderers bear sole liability for 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 will be entertained on the grounds of errors or omissions in the obligations of the tenderer described above.
- 10.3 The tenderer must provide all documents required by the provisions of the tender document. All such documents, without exception, must comply strictly with these conditions and provisions and contain no alterations made by the tenderer.

### **11. Explanations/Clarification Notes Concerning Tender Documents**

- 11.1 Tenderers may submit questions in writing to the Contracting Authority through:
- sending an email to [tenders.tm@transport.gov.mt](mailto:tenders.tm@transport.gov.mt).
- up to 9 calendar days before the deadline for submission of tenders. The Contracting Authority must reply to all tenderers' questions, and amend the tender documents by publishing clarification notes, up to at least 6 calendar days before the deadline for submission of tenders.
- 11.2 Questions and answers, and alterations to the tender document will be published as a clarification note on the website of the Transport Malta ([www.transport.gov.mt](http://www.transport.gov.mt)) within the respective tender's page, under the subheading Clarifications. Clarification notes will constitute an integral part of the tender documentation, and it is the responsibility of tenderers to visit this website and be aware of the latest information published online prior to submitting their Tender.
- 11.3 The Contracting Authority may, at its own discretion, as necessary and in accordance with Clause 24, extend the deadline for submission of tenders to give tenderers sufficient time to take clarification notes into account when preparing their tenders.

### **12. Labour Law**

- 12.1 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.

### **13. Law**

- 13.1 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.

## **C. TENDER PREPARATION**

## 14. Language of Tenders

- 14.1 The tender and all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Authority must be written in English.
- 14.2 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 will prevail.

## 15. Presentation of Tenders

- 15.1 Tenders must satisfy the following conditions:
- (a) All tenders must be submitted in one original, clearly marked “original”, and one identical copy (including all documentation as in the original) signed in the same way as the original and clearly marked “copy”.
  - (b) Both documents are to be separately sealed and placed in another sealed envelope/package so that the bid can be identified as one tender submission.
  - (c) All tenders must be received by date and time indicated in the timetable at Clause 2 and deposited in the tender box at the Reception (Level 1) of Transport Malta, Malta Transport Centre, Marsa MRS 1917..
  - (d) All packages, as per (b) above, must bear only:
    - (i) the above address;
    - (ii) the reference of the invitation to tender concerned;
    - (iii) the number of the lot(s) to which the tender refers;
    - (iv) the name of the tenderer.

If applicable

## 16. Content of Tender (Single-Envelope System)

- 16.1 The tender must comprise the following duly completed documents, inserted in a single, sealed envelope (unless their volume requires a separate submission):
- (a) Bid Bond - Not Applicable.
  - (b) *General/Administrative Information*<sup>(Note 2)</sup>
    - (i) Proof of Purchase of tender document (receipt)
    - (ii) Statement on Conditions of Employment (Volume 1, Section 4)
  - (c) *Selection Criteria*
    - (i) *Financial and Economic Standing*<sup>(Note 2)</sup>  
(Not Applicable)
    - (ii) *Technical Capacity*<sup>(Note 2)</sup>
      - (i) Experience as Contractor
  - (d) *Evaluation Criteria/Technical Specifications*<sup>(Note 3)</sup>
    - (i) Tenderer’s Technical Offer in response to specifications (Volume 3)
    - (ii) Literature/List of Samples
  - (e) *Financial Offer/Bill of Quantities*<sup>(Note 3)</sup>
    - (i) The Tender Form in accordance with the form provided in Volume 1, Section 2; a separate Tender Form is to be submitted for each option tendered, each form clearly marked ‘Option 1’, ‘Option 2’



- etc.;
- (ii) A financial bid calculated on a basis of DDP for the works/supplies tendered
- (iii) Breakdown of the overall price, in the form provided in Volume 4 (Bill of Quantities);
- (iv) Spare Parts List/After-Sales Services/Maintenance/Training (Not Applicable)
- (v) Any other relevant documentation of a financial nature

**Notes to Clause 16.1:**

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

Tenderers must indicate where the above documentation is to be found in their offer by using an index. All documentation is to be securely bound/filed.

Tenderers are NOT required NOR expected to submit, with their offer, any components of the tender document except those specifically mentioned in Clause 16.

**17. Tender Prices**

- 17.1 The tender price must cover the whole of the works as described in the tender documents.
- 17.2 The tenderer must provide a breakdown of the overall price in Euro (€).
- 17.3 Tenderers must quote all components of the price **inclusive** of taxes, customs and import duties and any discounts. Tenderers not registered with the VAT authority in Malta, must still include in their financial offer any VAT that the contracting authority may have to pay either in Malta or the country where the tenderer is registered irrespective of the reverse charge mechanism. The financial offer will be considered as the total financial cost to the contracting authority including any VAT that may have to be paid not through the winning tenderer. Except as may otherwise be provided for in the contract, no payment will be made for items which have not been costed.
- 17.4 Different options are to be clearly identifiable in the technical and financial submission; a separate Tender Form (as per Volume 1, Section 2) marked 'Option 1', 'Option 2' etc. for each individual option clearly outlining the price of the relative option is to be submitted.
- 17.5 If the tenderer offers a discount, the discount must be absorbed in the rates of the Bill of Quantities/Financial Statement.
- 17.6 The prices for the contract, must include all of the works to be provided. The prices quoted are fixed and not subject to revision or escalation in costs, unless otherwise provided for in the Special Conditions.

**18. Currencies of Tender and Payments**

- 18.1 The currency of the tender is the Euro (€). All sums in the breakdown of the overall price, in the questionnaire and in other documents must be expressed in Euro (€), with the possible exception of originals of bank and annual financial statements.

- 18.2 Payments will be made upon certification of works by the Contracting Authority, based on the invoice issued by the Contractor, in accordance with the timeframes, terms and conditions of the contract.
- 18.3 All correspondence relating to payments, including invoices and interim and final statements must be submitted as outlined in the contract.

### **19. Period of Validity of Tenders**

- 19.1 Tenders must remain valid for a period of 150 days after the deadline for submission of tenders indicated in the contract notice, the tender document or as modified in accordance with Clauses 11.3 and/or 24. Any tenderer who quotes a shorter validity period will be rejected.
- 19.2 In exceptional circumstances the Contracting Authority may request that tenderers extend the validity of tenders for a specific period. Such requests and the responses to them must be made in writing. A tenderer may refuse to comply with such a request without forfeiting his tender guarantee (Bid Bond). However, his tender will no longer be considered for award. If the tenderer decides to accede to the extension, he may not modify his tender.
- 19.3 The successful tenderer must maintain his tender for a further 60 days from the date of notification of award.

### **20. Tender Guarantee (Bid Bond)**

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

### **21. Variant Solutions**

- 21.1 No variant solutions will be accepted. Tenderers must submit a tender in accordance with the requirements of the tender document.

### **22. Preparation and Signing of Tenders**

- 22.1 All tenders must be submitted in one original, clearly marked "original", and one identical copy (including all documentation as in the original) signed in the same way as the original and clearly marked "copy". Tenders must comprise the documents specified in Clause 16 above.

It is the responsibility of the tenderers to ensure that both the original and the copy are an identical representation of one another.

- 22.2 The tenderer's submission must be typed in, or handwritten in indelible ink. Any pages on which entries or corrections to his submission have been made must be initialled by the person or persons signing the tender. All pages must be numbered consecutively by hand, machine or in any other way acceptable to the Contracting Authority.
- 22.3 The tender must contain no changes or alterations, other than those made in accordance with instructions issued by the Contracting Authority (issued as clarification notes) or necessitated by errors on the part of the tenderer. In the latter case, corrections must be initialled by the person signing the tender.
- 22.4 The tender will 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.

## **D. SUBMISSION OF TENDERS**

### **23. Sealing and Marking of Tenders**

- 23.1 The tenders must be submitted in English and deposited in the Department's tender box **before** the deadline specified in Clause 2 or as otherwise specified in accordance with Clause 11.1 and/or 24.1. They must be submitted:

EITHER by recorded delivery (official postal/courier service) or hand delivered to:

**The Tender Box - (Reception Level 1)**  
Transport Malta  
Malta Transport Centre  
Marsa MRS 1917  
Malta

Tenders submitted by any other means will not be considered.

- 23.2 Tenderers must seal the original and the copy of their tender as outlined in Clause 15.
- 23.3 If the outer envelope is not sealed and marked as required in Sub clause 15.1, the Contracting Authority will assume no responsibility for the misplacement or premature opening of the tender.

### **24. Extension of Deadline for Submission of Tenders**

- 24.1 The Contracting Authority may, at its own discretion, extend the deadline for submission of tenders by issuing a clarification note in accordance with Clause 11. In such cases, all rights and obligations of the Contracting Authority and the tenderer regarding the original date specified in the contract notice will be subject to the new date.

### **25. Late Tenders**

- 25.1 All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by the Contracting Authority. The associated guarantees will be returned to the tenderers.
- 25.2 No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

### **26. Alterations and Withdrawal of Tenders**

- 26.1 Tenderers may alter or withdraw their tenders by written notification prior to the above deadline. No tender may be altered after the deadline for submission.
- 26.2 Any notification of alteration or withdrawal must be prepared, sealed, marked and submitted in accordance with Clause 23, and the envelope must also be marked with "alteration" or "withdrawal".
- 26.3 The withdrawal of a tender in the period between the deadline for submission and the date of expiry of the validity of the tender will result in forfeiture of the tender guarantee provided for in Clause 20.

## **E. OPENING AND EVALUATION OF OFFERS**

### **27. Opening of Tenders**

- 27.1 Tenders will be opened in public session on the date and time indicated in the timetable at Clause 2 (or as otherwise specified in accordance with Clause 11.1 and/or 24.1) at the Transport Malta, Malta Transport Centre, Marsa MRS 1917, Malta by the Procurement Committee. They will draw up a 'Summary of Tenders

Received' which will be published on the notice board at Transport Malta and shall also be available to view on the contracting authority's website, [www.transport.gov.mt](http://www.transport.gov.mt)

- 27.2 At the tender opening, the tenderers' names, the tender prices, variants, written notification of alterations and withdrawals, the presence of the requisite tender guarantee and any other information the Contracting Authority may consider appropriate will be published.
- 27.3 Envelopes marked "withdrawal" will be read out first and returned to the tenderer.
- 27.4 Reductions or alterations to tender prices made by tenderers after submission will not be taken into consideration during the analysis and evaluation of tenders.

### **28. Secrecy of the Procedure**

- 28.1 After the opening of the tenders, no information about the examination, clarification, evaluation or comparison of tenders or decisions about the contract award may be disclosed before the notification of award.
- 28.2 Information concerning checking, explanation, opinions and comparison of tenders and recommendations concerning the award of contract, may not be disclosed to tenderers or any other person not officially involved in the process unless otherwise permitted or required by law.
- 28.3 Any attempt by a tenderer to approach any member of the Evaluation Committee/Contracting Authority directly during the evaluation period will be considered legitimate grounds for disqualifying his tender.

### **29. Clarification of Tenders**

- 29.1 When checking and comparing tenders, the evaluation committee may, after obtaining approval from the Procurement Committee, ask a tenderer to clarify any aspect of his tender.
- 29.2 Such requests and the responses to them must be made by e-mail or fax. They may in no circumstances alter or try to change the price or content of the tender, except to correct arithmetical errors discovered by the evaluation committee when analysing tenders, in accordance with Clause 31.

### **30. Tender Evaluation Process**

- 30.1 The following should be read in conjunction with Clause 27.
- 30.2 **Part 1: Administrative Compliance**

The Evaluation Committee will check the compliance of tenders with the instructions given in the tender document, and in particular the documentation submitted in respect of Clause 16.

The Evaluation Committee shall, after having obtained approval by the Procurement Committee, request rectifications in respect of incomplete/non-submitted information pertinent to the documentation as outlined in sub-Clause 16.1(a), 16.1(b), and 16.1(c) of these Instructions to Tenderers. Such rectification/s must be submitted within two (2) working days from notification; failure to comply shall result in the tender offer not being considered any further. No rectification shall be allowed in respect of the documentation as outlined in sub-Clause 16.1 (d), 16.1(e), and 16.1(f) of these Instructions to Tenderers. Only clarifications on the submitted information in respect of the latter may be eventually requested.

#### 30.4 Part 3: Technical Compliance

At this step of the evaluation process, the Evaluation Committee will analyse the administratively-compliant tenders' technical conformity in relation to the technical specifications (Volume 3, and the documentation requested by the Contracting Authority as per sub-Clause 16(e)), classifying them technically compliant or non-compliant.

Tenders who are deemed to be provisionally technically compliant through the evaluation of their technical offer (especially the specifications) shall be requested to submit samples so that the Evaluation Committee will corroborate the technical compliance of the offers received.

#### 30.5 Part 4. Financial Evaluation

The financial offers for tenders which were not eliminated during the technical evaluation (i.e., those found to be technically compliant) will be evaluated.

The Evaluation Committee will check that the financial offers contain no arithmetical errors as outlined in Clause 31. The financial evaluation will have to identify the best financial offer.

### **31. Correction of Arithmetical Errors**

- 31.1 Admissible tenders will be checked for arithmetical errors by the Evaluation Committee. Errors will be corrected as follows:
- (a) where there is a discrepancy between amounts in figures and in words, the amount in words will prevail;
  - (b) where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will prevail.
- 31.2 The amount stated in the tender will be adjusted by the Evaluation Committee in the event of error, and the tenderer will be bound by that adjusted amount. In this regard, the Evaluation Committee shall seek the prior approval of the Procurement Committee to communicate the revised price to the tenderer. If the tenderer does not accept the adjustment, his tender will be rejected and his tender guarantee forfeited.
- 31.3 When analysing the tender, the evaluation committee will determine the final tender price after adjusting it on the basis of Clause 31.1.

## **F. CONTRACT AWARD**

### **32. Criteria for Award**

- 32.1 The sole award criterion will be the price. The contract will be awarded to the cheapest priced tender satisfying the administrative and technical criteria.

### **33. Right Of The Contracting Authority To Accept Or Reject Any Tender**

- 33.1 The Contracting Authority reserves the right to accept or reject any tender and/or to cancel the whole tender procedure and reject all tenders. The Contracting Authority reserves the right to initiate a new invitation to tender.
- 33.2 The Contracting Authority reserves the right to conclude the contract with the successful tenderer within the limits of the funds available. It can decide to reduce the scope of the works or to ask for a discount from the cheapest compliant tenderer.
- 33.3 In the event of a tender procedure's cancellation, tenderers will be notified by the Contracting Authority. If the tender procedure is cancelled before the outer envelope

of any tender has been opened, the sealed envelopes will be returned, unopened, to the tenderers.

- 33.4 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.

**In no circumstances will 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.**

### **34. Notification of Award, Contract Clarifications**

- 34.1 Prior to the expiration of the period of validity of tenders, the Contracting Authority will notify the successful tenderer, in writing, that his tender has been recommended for award by the Procurement Committee, pending any appeal being lodged in terms of Part XIII of the Public Procurement Regulations (being reproduced in Volume 1, Section 6).
- 34.2 Unsuccessful bidders shall be notified with the outcome of the evaluation process, and will be provided the following information:
- (i) the criteria for award;
  - (ii) the name of the successful tenderer;
  - (iii) the recommended price of the successful bidder;
  - (iv) the reasons why the tenderer did not meet the technical specifications/notification that the offer was not the cheapest (if applicable);
  - (v) the deadline for filing a notice of objection (appeal);
  - (vi) the deposit required if lodging an appeal.
- 34.3 The recommendations of the Departmental Contracts Committee shall be published on the Notice Board of Transport Malta, and published online on Transport Malta website, [www.transport.gov.mt](http://www.transport.gov.mt).

### **35. Contract Signing and Performance Guarantee**

- 35.1 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.
- 35.2 Within 15 calendar days of receiving the contract (against acknowledgment of receipt) from the Contracting Authority, the successful tenderer will sign and date the contract and return it to the Contracting Authority with the performance guarantee and the Financial Identification Form (if applicable). On signing of the contract by the Contracting Authority, the successful tenderer will become the Contractor and the contract will enter into force.

35.3 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 (Volume 1, Section 2). The above mentioned documents must be submitted by every member of a Joint Venture/Consortium (if applicable).

35.4 If the selected tenderer fails to sign and return the contract, other required documentation, and any guarantees required within the prescribed 15 calendar days, the Contracting Authority may consider the acceptance of the tender to be cancelled without prejudice to the Contracting Authority's right to, 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] may be recommended for award, and so on and so forth.

35.5 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.

35.6 The performance guarantee referred to in the General Conditions is set at 10% of the amount of the contract and must be presented in the form specified in Volume 2, Section 4, to the tender document the performance guarantee shall be released within 30 days of the signing of the Final Statement of Account (Final Bill), unless the Special Conditions provide otherwise.

### **36. Commencement of Works (Order To Start Works)**

36.1 Following the signing of the contract by both parties, the Supervisor will issue a written notice of commencement of the works in accordance with the General Conditions, as specified by the Special Conditions.

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

## **G. MISCELLANEOUS**

### **37. Ethics Clauses**

37.1 Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his candidacy or tender and may result in administrative penalties.

37.2 Without the Contracting Authority's prior written authorisation, the Contractor and his staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or sub-contracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other programmes or projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.

37.3 When putting forward a candidacy or tender, the candidate or tenderer must declare that he is affected by no potential conflict of interest, and that he has no particular link with other tenderers or parties involved in the project.

37.4 The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of his profession. He must refrain from making public statements about the project or services without the Contracting Authority's prior

approval. He may not commit the Contracting Authority in any way without its prior written consent.

- 37.5 For the duration of the contract, the Contractor and his staff must respect human rights and undertake not to offend the political, cultural and religious morals of Malta.
- 37.6 The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.
- 37.7 The Contractor and his staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor are confidential.
- 37.8 The contract governs the Parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.
- 37.9 The Contractor shall refrain from any relationship likely to compromise his independence or that of his staff. If the Contractor ceases to be independent, the Contracting Authority may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.
- 37.10 The tender(s) concerned will be rejected or the contract terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

### **38. Data Protection and Freedom of Information**

- 38.1 Any personal data submitted in the framework of the procurement procedure and/or subsequently included in the contract shall be processed pursuant to the Data Protection Act (2001). It shall be processed solely for the purposes of the performance, management and follow-up of the procurement procedure and/or subsequent contract by the Contracting Authority/Contracting Authority without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with National and/or Community law.
- 38.2 The provisions of this contract are without prejudice to the obligations of the Contracting Authority in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). The Contracting Authority, prior to disclosure of any information to a third party in relations to any provisions of this contract which have not yet been made public, shall consult the contractor in accordance with the provisions of the said Act, pertinent subsidiary legislation and the Code of Practice issued pursuant to the Act. Such consultation shall in no way prejudice the obligations of the Contracting Authority in terms of the Act.

### **39. Gender Equality**

- 39.1 In carrying out his/her obligations in pursuance of this contract, the tenderer shall ensure the application of the principle of gender equality and shall thus 'inter alia' refrain from discriminating on the grounds of gender, marital status or family responsibilities. Tenderers are to ensure that these principles are manifest in the organigram of the company where the principles aforementioned, including the selection criteria for access to all jobs or posts, at all levels of the occupation hierarchy are amply proven. In this document words importing one gender shall also include the other gender.



## VOLUME 1 SECTION 2 - TENDER FORM

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

Publication reference: TM 053/2013 - Tender for the design and construction of a concrete vehicle restraint system.

|                                                      |                                                                   |                    |                                                   |
|------------------------------------------------------|-------------------------------------------------------------------|--------------------|---------------------------------------------------|
| <b>A. TENDER SUBMITTED BY:</b>                       | <i>(This will be included in the Summary of Tenders Received)</i> |                    |                                                   |
| <b><u>In case of a Joint Venture/Consortium:</u></b> |                                                                   | <b>Nationality</b> | <b>Proportion of Responsibilities<sup>2</sup></b> |
| <b>Name(s) of Leader/Partner(s)</b>                  |                                                                   |                    |                                                   |
| Leader <sup>1</sup>                                  |                                                                   |                    |                                                   |
| Partner <sup>1</sup>                                 |                                                                   |                    |                                                   |
| Etc ...                                              |                                                                   |                    |                                                   |

1. 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)

2. Proposed proportion of responsibilities between partners (in %) with indication of the type of the works to be performed by each partner (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).

|     | Work intended to be sub-contracted | Name and details of sub-contractors | Value of sub-contracting as percentage of the total cost <sup>3</sup> | Experience in similar works (details to be specified) |
|-----|------------------------------------|-------------------------------------|-----------------------------------------------------------------------|-------------------------------------------------------|
| 1   |                                    |                                     |                                                                       |                                                       |
| 2   |                                    |                                     |                                                                       |                                                       |
| (.) |                                    |                                     |                                                                       |                                                       |

3. The maximum amount of sub-contracting must not exceed 20% of the total contract value. The main contractor must have the ability to carry out at least 80% of the contract works by his own means.

### B CONTACT PERSON (for this tender)

|                  |                         |                |              |
|------------------|-------------------------|----------------|--------------|
| <b>Name</b>      |                         | <b>Surname</b> |              |
| <b>Telephone</b> | (____) _____            | <b>Fax</b>     | (____) _____ |
| <b>Address</b>   | .....<br>.....<br>..... |                |              |

|        |  |
|--------|--|
| E-mail |  |
|--------|--|

**PREVIEW**

## 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 TM 053/2013 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 execute, in accordance with the terms of the tender document and the conditions and time limits laid down, without reserve or restriction, the following works:  

---
- 3 The total price of our tender (inclusive of duties, VAT, other taxes and any discounts) is:  

---
- 4 This tender is valid for a period of 150 days from the final date for submission of tenders.
- 5 If our tender is accepted, we undertake to provide a performance guarantee of 10% of the contract value as required by the General Conditions.
- 6 We are making this application in our own right and [as partner in the consortium led by < name of the leader / ourselves > ] for this tender [Lot No]. 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.
- 7 We are not bankrupt or under an administration appointed by the Court, or under proceedings leading to a declaration of bankruptcy. We also declare that we have not been convicted criminally, or found guilty of professional misconduct. Furthermore, we are up-to-date in the payment of social security contributions and other taxes.
- 8 We accept that we shall be excluded from participation in the award of this tender if compliance certificates in respect of declarations made under Clause 7 of this declaration are not submitted by the indicated dates.
- 9 We agree to abide by the ethics clauses of the instructions to tenderers and, in particular, 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.
- 10 We will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any false, inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the Government of Malta and the European Communities.
- 11 Our tender submission has been made in conformity with the Instructions to Tenderers, and in this respect we confirm having included in the appropriate packages as required, the following documentation:
  - (a) **Tender Guarantee** <sup>(Note 1)</sup>
    - o Bid Bond - Not Applicable.

- (b) **General Information** <sup>(Note 2)</sup>
  - Proof of Purchase (Receipt)
  - Statement on Conditions of Employment

**Selection Criteria** <sup>(Note 2)</sup>

- (c) **Financial and Economic Standing** <sup>(Note 2)</sup> **Not Applicable**

- (d) **Technical Capacity** <sup>(Note 2)</sup>
  - Experience as Contractor

- (e) **Evaluation Criteria/Technical Specifications** <sup>(Note 3)</sup>
  - Tenderer's Technical Offer
  - Literature /List of Samples

- (f) **Tender Form, and Financial Offer/Bill of Quantities** <sup>(Note 3)</sup>

**Notes:**

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

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

13 We note that the Contracting Authority is not bound to proceed with this invitation to 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: \_\_\_\_\_

**1. Statement on Conditions of Employment**

**Declaration (As per OPM Circular 12/ 2013 dated 1<sup>st</sup> July 2013)**

1. I hereby declare 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.
2. I hereby declare that no part of the services to be provided under this contract shall be subcontracted.
3. I hereby declare that the service being provided under this contract will not be carried out by self-employed persons registered with the Maltese Authorities, but will be carried out solely by my employees. Self-employed personnel may be engaged as partners in a Joint Venture/ Consortium.
4. I hereby declare that all my employees have a written contract of service and are registered with the competent authority of my country.
5. I hereby declare that my employees shall be given a detailed payslip containing all relevant details including the amount paid, normal hours worked, overtime hours, hours worked on Sundays and Public Holidays, hours availed of as leave or sick leave, a breakdown of bonuses/ allowances as well as deductions made (such as social contributions and income tax).
6. I hereby declare that all the wages/ salaries of my employees are paid only by direct payment in the employee's bank account
7. I hereby declare that during the execution of this contract, if and when requested by the Contracting Authority or the Director of Industrial and Employment Relations, I shall provide a copy of the contracts of service, payslips, FS3 forms and bank statement of wages/ salaries deposits of any of my employees irrespective of whether such employees are employed on this contract for inspection.
8. I hereby declare that I shall submit to the Contracting Authority a list of the employees to be engaged on the contract after the award of the contract.
9. I hereby declare that if I am found in breach of any of the above declarations I accept that this contract will be terminated and that I will have no right to be compensated for any damage I may have suffered or will suffer in the future in respect to this termination.
10. I am hereby attaching the minimum hourly workers' costs for this contract and a breakdown of the employees' costs in global sum contracts.

\_\_\_\_\_  
Signature of Tenderer

I.D. No. ....

Date: .....



| Name of Project/<br>Kind of works | Total value of works the contractor was responsible for | Period of Contract | Starting Date | Percentage of works completed | Client/<br>Contracting Authority and place | Prime Contractor (P)<br>Or Sub-Contractor (S) | Final Acceptance Issued?<br>• Yes<br>• Not Yet (current contract)<br>• No |
|-----------------------------------|---------------------------------------------------------|--------------------|---------------|-------------------------------|--------------------------------------------|-----------------------------------------------|---------------------------------------------------------------------------|
| <i>(B) Abroad</i>                 |                                                         |                    |               |                               |                                            |                                               |                                                                           |
|                                   |                                                         |                    |               |                               |                                            |                                               |                                                                           |
|                                   |                                                         |                    |               |                               |                                            |                                               |                                                                           |
|                                   |                                                         |                    |               |                               |                                            |                                               |                                                                           |
|                                   |                                                         |                    |               |                               |                                            |                                               |                                                                           |
|                                   |                                                         |                    |               |                               |                                            |                                               |                                                                           |
|                                   |                                                         |                    |               |                               |                                            |                                               |                                                                           |

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

Date: .....

### 3. Literature/List of Samples

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

| Item | Description                                                                                | Reference in Technical Specifications |
|------|--------------------------------------------------------------------------------------------|---------------------------------------|
| 1.1  | Name of barrier producer and barrier model designation;                                    |                                       |
| 1.2  | Copy of manufacturing licence if system is manufactured under licence.                     |                                       |
| 1.3  | Third party test certification indicating compliance with the required EN 1317 parameters. |                                       |
| 1.4  | Detailed and annotated drawings showing dimensions and arrangement.                        |                                       |
| 1.5  | Detailed method statement - Installation.                                                  |                                       |
|      |                                                                                            |                                       |
|      |                                                                                            |                                       |
|      |                                                                                            |                                       |
|      |                                                                                            |                                       |

2. List of samples to be submitted within [.....] days of being notified to do so:

| Item | Description | Reference in Technical Specifications |
|------|-------------|---------------------------------------|
| 2.1  | None        | None                                  |
|      |             |                                       |
|      |             |                                       |
|      |             |                                       |
|      |             |                                       |
|      |             |                                       |
|      |             |                                       |

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

Date: .....



## VOLUME 1 SECTION 5 - GLOSSARY

### Definitions

*Note: the present definitions are given here for convenience only, in the context of the tender procedure. The definitions set out in the contract as concluded are determining for the relations between the parties to the contract.*

**Administrative order:** Any instruction or order issued by the Engineer to the Contractor in writing regarding the execution of the works.

**Breakdown of the overall price:** A heading-by-heading list of the rates and costs making up the price for a lump-sum contract.

**Contracting Authority:** means Transport Malta

**Contracting Authority:** means the final beneficiary

**Conflict of interest:** Any event influencing the capacity of a candidate, tenderer or supplier to give an objective and impartial professional opinion, or preventing him, at any moment, from giving priority to the interests of the Contracting Authority and the Contracting Authority. Any consideration relating to possible contracts in the future or conflict with other commitments, past or present, of a candidate, tenderer or supplier, or any conflict with his own interests. These restrictions also apply to sub-contractors and employees of the candidate, tenderer or supplier.

**Contract value:** The total value of the contract to be paid by the Contracting Authority in terms of the agreed terms and conditions.

**Contractor:** The successful tenderer, once all parties have signed the contract.

**Day:** Calendar day.

**Dayworks:** Varied work inputs subject to payment on an hourly basis for the Contractor's employees and plant.

**Defects Notification Period:** The period stated in the contract immediately following the date of provisional acceptance, during which the Contractor is required to complete the works and to remedy defects or faults as instructed by the Engineer.

**Drawings:** Drawings provided by the Contracting Authority and/or the Engineer, and/or drawings provided by the Contractor and approved by the Engineer, for the carrying out of the works.

**Engineer's representative:** Any natural or legal person, designated by the Engineer as such under the contract, and empowered to represent the Engineer in the performance of his functions, and in exercising such rights and/or powers as have been delegated to him. In this case, references to the Engineer will include his representative.

**Equipment:** Machinery, apparatus, components and any other articles intended for use in the works

**Evaluation committee:** a committee made up of an odd number of voting members (at least three) appointed by the Contracting Authority and possessing the technical, linguistic and administrative capacities necessary to give an informed opinion on tenders.

**Final acceptance certificate:** Certificate(s) issued by the Engineer to the Contractor at the end of the defects notification period stating that the Contractor has completed his obligations to construct, complete, and maintain the works concerned.

**Final Beneficiary:** The Department/Entity or other government body on whose behalf the Department of Contracts has issued this tender.

**Foreign currency:** Any currency permissible under the applicable provisions and regulations other than the Euro, which has been indicated in the tender.

**General conditions:** The general contractual provisions setting out the administrative, financial, legal and technical clauses governing the execution of contracts.

**General damages:** The sum not stated beforehand in the contract, which is awarded by a court or an arbitration tribunal, or agreed between the parties, as compensation payable to an injured party for a breach of the contract by the other party.

**In writing:** This includes any hand-written, typed or printed communication, including fax transmissions and electronic mail (e-mail).

**Liquidated damages:** The sum stated in the contract as compensation payable by the Contractor to the Contracting Authority for failure to complete the contract or part thereof within the periods under the contract, or as payable by either party to the other for any specific breach identified in the contract.

**Modification:** An instruction given by the Engineer which modifies the works.

**National currency:** The currency of the country of the Contracting Authority.

**Period:** A period begins the day after the act or event chosen as its starting point. Where the last day of a period is not a working day, the period expires at the end of the next working day.

**Plant:** appliances and other machinery, and, where applicable under the law and/or practice of the state of the Contracting Authority, the temporary structures on the site required to carry out the works but excluding equipment or other items required to form part of the permanent works.

**Provisional sum:** A sum included in the contract and so designated for the execution of works or the supply of goods, materials, plant or services, or for contingencies, which sum may be used in whole or in part, or not at all, as instructed by the Engineer.

**Site:** The places provided by the Contracting Authority where the works are to be carried out and other places stated in the contract as forming part of the site.

**Special conditions:** The special conditions laid down by the Contracting Authority as an integral part of the tender document, amplifying and supplementing the general conditions, clauses specific to the contract and the terms of reference (for a service contract) or technical specifications (for a supply or works contract).

**Supervisor/Engineer:** The legal or natural person responsible for administering the contract on behalf of the Contracting Authority.

**Tender document/s:** The dossier compiled by the Contracting Authority and containing all the documents needed to prepare and submit a tender.

**Tender price:** The sum stated by the tenderer in his tender for carrying out the contract.

**Works:** Works of a permanent or temporary nature executed under the contract.

**Written communications:** Certificates, notices, orders and instructions issued in writing under the contract.

## VOLUME 1 SECTION 6 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

### ***Part II - Rules governing public contracts whose value does not exceed one hundred and twenty thousand euro (€120,000)***

The procedure for the submission of separate packages in the tender offer is stipulated in Part II of the Public Procurement Regulations (Legal Notice 296/2010), reproduced hereunder for ease of reference.

- 21(1) Where the estimated value of the public contract exceeds twelve thousand euro (€12,000) and is issued by an authority listed in Schedule 1, any tenderer or candidate concerned shall have a right to make a complaint to the Review Board in accordance with this regulation.
- (2) (a) The contracting authority shall be obliged to issue a notice and affix an advertisement, in a prominent place at its premises, indicating the awarded public contract, the financial aspect of the award and the name of the successful tenderer. The contracting authority shall, by electronic means or by fax, inform the tenderer or candidate concerned of the publication of the award. The contracting authority shall be precluded from concluding the contract during the period allowed for the submission of appeals.  
(b) The award process shall be completely suspended if an appeal is eventually submitted.
- (3) Any tenderer or candidate concerned who is aggrieved by the award indicated by the contract authority may, within five working days from the publication of the notice, file a letter of objection, together with a deposit, with the contracting authority, clearly setting forth any reason for his complaint. The deposit to be paid in respect of tenders valued at less than forty-seven thousand euro (€47,000) shall be four hundred euro (€400), while those between forty-seven thousand euro (€47,000) and one hundred and twenty thousand euro (€120,000) shall be 0.5% of the estimated value of the tender, with a minimum deposit of four hundred euro (€400). The letter by the complaining tenderer shall be affixed on the notice board of the contracting authority and shall be brought to the attention of the recommended tenderer.
- (4) After the expiry of the period allowed for the submission of a complaint, the contracting authority shall deliver the letter of complaint, the deposit receipt and all documents relating to the public contract in question to the Review Board who shall examine the matter in a fair and equitable manner. In its deliberation the Review Board shall have the authority to obtain, in any manner it deems appropriate, any other information not already provided by the contracting authority. The Review Board shall determine the complaint by upholding or rejecting it. The written decision of the Review Board shall be affixed on the notice board of the contracting authority and copies thereof shall be forwarded to the Director of Contracts and all the parties involved.
- (5) The tenderer or candidate concerned who is not satisfied with the decision granted by the Review Board may refer the matter to the Court of Appeal (Inferior Jurisdiction) in terms of article 41(6) of the Code of Organization and Civil Procedure within a period of sixty days. Such recourse however may not delay the Head of the contracting authority from implementing the Review Board's decision.
- (6) Tender documents issued in terms of this Part shall include a clause informing tenderers that the award of the contract is subject to the right of recourse as provided for in this regulation, a copy of which should be reproduced in the documents.
- (7) The Minister shall have the authority by order to extend the provisions of this regulation in order that recourse as provided in this regulation be made available also by authorities listed in Schedule 3 and to prescribe the procedure by which such recourse is to be granted.

VOLUME 2

VOLUME 2 SECTION 1 - DRAFT CONTRACT FORM

Financed by: ..... [Specify Source of Financing]
Project: ..... [Title and Number]
Contract Number: ..... [Contract Number]

This contract is concluded between:

Transport Malta
Malta Transport Centre
Marsa MRS 1917
Malta

(hereinafter called "The Contracting Authority") on behalf of [name of Contracting Authority and address] on the one part, and

[Name of Contractor]
[Address]

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

Whereas the Contracting Authority is desirous that certain works should be executed by the Contractor, viz.:

[Contract Title]

and has accepted a tender by the Contractor for the execution and completion of such works and the remedying of any defects therein.

It is hereby agreed as follows:

- 1. In this contract words and expressions shall have the meanings assigned to them in the contractual conditions set out below.
2. The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:
(a) this Contract,
(b) the Special Conditions,
(c) the General Conditions,
(d) the technical specifications, bill of quantities and design documentation,
(e) the Contractor's technical offer (including any clarifications made during adjudication),
(f) the bill of quantities (after arithmetical corrections)/breakdown,
(g) the tender form,
(h) any other documents forming part of the contract.

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

- 3. In consideration of the payments to be made by the Contracting Authority to the Contractor as hereinafter mentioned, the Contractor undertakes to execute and complete the works and remedy defects therein in full compliance with the provisions of the contract.
4. The Contracting Authority hereby agrees to pay the Contractor in consideration of the execution and completion of the works and remedying of defects therein the amount of:
• Contract price including VAT/other taxes: €.....
• Contract price in words:..... Euro

or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract. VAT shall be paid in compliance with National Law (in particular the VAT Act 1998, the Act No X of 2003 and relevant Legal Notices).

- 5. The Contractor hereby agrees to submit a performance guarantee amounting to €..... equivalent to 10% of the contract value together with the signed contract.
- 6. In witness whereof the parties hereto have signed the contract. This contract shall take effect on the date on which it is signed by the last party.

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

**Contracting Authority:**

Signed by:

.....

In the capacity of:

.....

Being fully authorized by and acting on behalf of

.....

Date: .....

**Contractor Authority:**

Signed by:

.....

In the capacity of:

.....

Being fully authorized by and acting on behalf of

.....

Date: .....

## VOLUME 2 SECTION 2 - GENERAL CONDITIONS

The full set of General Conditions for Works Contracts (Version 1.02 dated 1 December 2011) can be viewed/downloaded from:

[www.contracts.gov.mt/conditions](http://www.contracts.gov.mt/conditions)

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.

## VOLUME 2 SECTION 3 - SPECIAL CONDITIONS

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

### Article 2: Law and language of the contract

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

### Article 3: Order of precedence of contract documents

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 (after arithmetical corrections)/breakdown,
- (g) the tender form,,
- (h) any other documents forming part of the contract.

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

### Article 4: Communications

All communication must be done in the English Language and addressed to Transport Malta, Transport Centre Marsa, Malta, email: tenders.tm@transport.gov.mt.

### Article 5: Supervisor and Supervisor's representative

- 5.1 Further to Article 5.1 of the General Conditions, the Supervisor may also be referred to in this Contract as the Engineer. The Supervisor will be responsible for all technical aspects of the project aimed at meeting the Contracting Authority's requirements and ensuring completion on time within costs and to the required quality standards, including, but not limited to:
- a. Monitoring conformity of the materials and works, including workmanship, to the specification and agreed method statements, appropriate standards and works' practices (as indicated in Volume III – Technical Specifications) and good workmanship.
  - b. Agreeing the extent of the works by inspecting the works and reviewing test results.
  - c. Monitoring the contractor's performance and progress
  - d. Monitoring the contractor's quality control
  - e. Agreeing the extent of work included in the valuations
  - f. Reviewing contractor's contractual claims and reporting
  - g. Preparing monthly project reports, including projected completion date and financial projections of the works.
- 5.2 Further to Article 5.2 of the General Conditions the Supervisor's Representative would undertake the Supervisor's responsibilities on site on a day to day basis. He/she will also:
- Act as liaison between the contractor and the Contracting Authority
  - Chair progress meetings with the contractor
  - Receive and review the contractor's documentation (e.g. method statements,

material certificates, test results etc.)

- Monitor the contractors adherence to agreed method statements and procedures
- Issue administrative orders to the Contractor
- Keep the stakeholders apprised of progress /developments on site and issue periodic Progress Reports as required.
- Agree measurement of the works with the contractor, review Contractor's applications for payment and certify payment.

He enjoys powers such as expected of supervisors and/or other powers as deemed proper by the Supervisor due to exigencies of the Contract. In the absence of his representative, the Supervisor shall also carry out the responsibilities listed in 5.2 above.

## **Article 8: Supply of Documents**

If the need arises for the Contractor to submit additional drawings and/or technical literature, these are to be submitted to the Supervisor who shall liaise with the Contracting Authority to ascertain compliance with the original tender specifications. The Contractor shall allow a minimum of seven (7) days for the Supervisor to comment.

## **Article 10: Assistance with Local Regulations**

The following is in addition to Article 10 of the General Conditions. The Contract requires specialised work/ work methods/ techniques which shall be performed by appropriately qualified, skilled and experienced personnel including supervisory personnel and labourers. The Supervisor in collaboration with the Contracting Authority is responsible to approve such personnel and labour to be employed on site. He is also to make sure that the contractor obtains all appropriate necessary permits, visas, authorisation or licences. The Contractor is solely responsible to obtain all necessary permits, visas, authorisation or licences to ascertain smooth running of the works as outlined in the Contract.

## **Article 11: The Contractor's Obligations**

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. The following clauses are to be read in conjunction with and in addition to Article 11 of the General Conditions.

## **Article 13: Performance Guarantee**

13.1 Performance Guarantee shall be 10% of the amount of the Contact Price.

13.3 The performance guarantee shall be in the format given in Volume 2, Section 4 and shall be provided in the form of a bank guarantee. It shall be issued by a bank in accordance with the eligibility criteria applicable for the award of the contract.

13.8 The Performance Guarantee shall be released as follows:

- 50% within 30 calendar days of the issue of the Provisional Acceptance Certificate;
- 50% within 30 calendar days of the signing of the final statement of account.

## **Article 14: Insurance**

14.1 Further to the requirements under Article 14.1 of the General Conditions the Contractor shall take out insurances in the joint names of the Contractor, the Contracting Authority, the Government of Malta and shall contain a Cross Liability Clause to the effect that it shall cover claims made by the respective parties notwithstanding that the said policies are also in their names. The insured period of each and every policy should cover all stages from design inception up to and including final acceptance. The Contractor



and/or his appointed Architect and Civil Engineer (Perit) must ensure that the project is indemnified for the period stipulated by Maltese Law and to provide sufficient evidence to this effect to the satisfaction of the Contracting Authority.

**14.4** The Insurance cover as set out in Article 14.4 of the General Conditions of the Contract shall be at least €500,000 per occurrence with number of occurrences unlimited.

**14.5** (a) Notwithstanding the conditions referred to Article 14.5 of the General Conditions all the insurances referred to shall be taken out within 15 calendar days of the notification of the award of the Contract, and in any event prior to the signing of the Contract, and shall be subject to approval by the Contracting Authority.

(b) The Contractor shall insure against such liability described in Article 11 of these Special Conditions and the General Conditions

(c) The Contractor shall notify the insurers of changes in the nature, extent or programme for the extension of the Project and ensure the adequacy of the insurance at all times in accordance with the terms of the Contract and shall, when required, produce to the Contracting Authority/ Supervisor the insurance policies in force and the receipts for payment of the current premiums.

(d) All insurance referred to in Article 14 shall also be applicable to the Contractor with respect to Subcontractors.

(e) Any amounts not insured or not recovered from the insurers shall be borne by the Contractor.

(f) If and insofar as the Contractor fails to effect and keep in force any of the insurance policies referred to in Article 14 of the Special and General Conditions of Contract, then the Contracting Authority may effect and keep in force any such insurance and pay any premium as may be necessary for that purpose and deduct the amount so paid from any monies due to the Contractor.

**14.6** (a) In addition to the requirements of Article 14.6 of the General Conditions, in the event that the Contractor fails to comply with conditions imposed by the insurance policies effected pursuant to the Contract, he shall indemnify and hold harmless the Contracting Authority against all losses and claims (including but not limited to costs incurred / claims made by third parties for loss in business or delays in provision of services) arising from such failure.

(b) The insurances referred to in Article 14 in these Conditions of Contract shall be effected with insurers to the satisfaction of the Contracting Authority and the Contractor shall be deemed to be aware of the terms and conditions thereof.

(c) The Contractor shall, with all due diligence, conform to the terms and conditions of such insurances (including conditions, instructions and procedures as laid down in the Contract and the Insurance Brochure, Claims Procedures and Insurance Contract Conditions of all insurance policies resulting from the Contract) and all reasonable requirements of insurers in connection with the prosecution and settlement of claims, the recovery of losses and the prevention of accidents and shall bear at his own cost the consequences of any failure to comply.

(d) The Contractor shall bear the cost of all excesses (deductibles), exclusions or limitations applying under the said policies (in so far as these concern risks for which he is responsible under the terms of the Contract) whether in respect of claims made against the Contractor and/or the Contracting Authority and/or the Supervisor or against the Central Contracting Authority and/or the Government of Malta pursuant to the provisions of any enactment.

## **Article 15: Performance Programme (Timetable)**

**15.1** The detailed Works Programme shall include:

1. Phasing of the Works;
2. Task linking;
3. Dates and durations;
4. Milestones;

## Article 17: Contractor's Drawings

Not Applicable

## Article 18: Tender Prices

The quoted prices shall be inclusive of all works specified, as well as any other works that are indispensable for completing the works in its entirety. The rates shall be inclusive of all materials and payments of customs duty, VAT, eco-Contribution, all hire of plant / machinery required, transport of material and so on. The offered rates shall be fixed and no allowance shall be made for fluctuations of rates / prices or for any increases in the cost of labour and material.

## Article 22: Interference With Traffic

The Contractor shall also abide with the traffic arrangements as indicated in the permit conditions issued by Transport Malta and accepted by the contracting Authority in accordance with the requirements of the Contract. If the Contractor deems it necessary to alter these arrangements, he is to make a proposal/submittal for the Supervisor's approval and the Supervisor and/or Contracting Authority have the absolute right to refuse or alter such proposal/submittal and the Contractor shall have to comply accordingly without any right to make a claim of any sort.

## Article 26: Discoveries

- 26.2 Specify if materials found during the excavation become the property of the Contracting Authority
- 26.3 Specify if objects found during the excavation become the property of the Contracting Authority

## Article 31: Commencement Date

- 31.1 The Commencement Order shall be issued by the Contracting Authority not later than 14 calendar days from the signing of the Contract. Amended application for planning purposes must be submitted no later than 21 days from the date of the commencement order.

## Article 32: Period of Performance

- 32.1 The total period of execution of the contract shall be of 100 days (see Specifications for details) starting from the date stated in the Order to Start Works. This period includes allowances for the manufacturing, curing, safety and site access restrictions, procedures and conditions, and also weather conditions as described in the Contract. This period of execution is without prejudice to extensions of the period, which may be granted under Article 33.

## Article 34: Delays in Execution

- 34.1 The amount of liquidated damages described in article 34.1 of the General Conditions shall be € 500 per Calendar Day for the first 5 days and thereafter €1,500 per day up to a maximum of 10% of the total Contract Price.

## Article 43: Payments: General Principles

43.1 Payments will be made in Euro.

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

43.3 The maximum period in which payments will be effected is 150 days.

#### Article 46: Price Revision

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

- a) to have been determined on the basis of the conditions in force 30 days prior to the latest date fixed for submission of tenders or, 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 Article 46.3(a).

46.2 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 stated in Article 46.3 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 Contracting 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.

46.3 In the event of a delay in the execution of the works for which the Contractor is responsible, or at the end of the period of performance revised as necessary in accordance with the contract, there shall be no further revision of prices within the 30 days before provisional acceptance, except for the application of a new price index, if this is to the benefit of the Contracting Authority.

46.4

#### Article 47: Measurement

46.5 Valuations of work completed shall be made in accordance with Volume 4 of the Contract based on an estimation made by the Supervisor.

#### Article 48: Interim Payments

47.2 Articles 48.1 and 48.2 of the General Conditions are qualified to effect that interim payments would be made according to milestones achieved in accordance with the Special Conditions and Volume 4 of the Contract. All other applicable conditions remain unchanged. Furthermore, upon receipt of payment and not later than five (5) calendar days, the Contractor will issue and forward to the Contracting Authority an official Receipt addressed to the Contracting Authority for the amount received.

#### Article 50: Delayed Payments

48.1 The period quoted in Article 50.1 of the General Conditions may be subject to change according to the particular needs of the Department

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

50.1

a contractor would become entitled to the payment of interest at 2% over the rate of interest established by the Central Bank of Malta for the particular period.

By way of exception, when the interest calculated in accordance with this provision is lower than or equal to €200, it shall be paid to the Contractor only upon a demand submitted within two months of receiving late payment.

#### **Article 53: End Date**

Article 53 of the General Conditions is not applicable.

#### **Article 66: Dispute Settlement by Litigation**

58.6

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

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

## VOLUME 2 SECTION 4 - SPECIMEN PERFORMANCE GUARANTEE

(LETTERHEAD OF THE REGISTERED FINANCIAL INSTITUTION PROVIDING THE GUARANTEE)

Transport Malta  
Malta Transport Centre  
Marsa MRS 1917  
Malta

[Date]

Dear Sir,

Our Guarantee Number ..... for €.....

Account: [Account Holder's Name]

In connection with the contract entered into between yourself on behalf of the Chairman, Transport Malta, Authority for Transport Malta, Xatt l-Ghassara tal-Gheneb, Marsa HMR 1917 and [Name and Address of Contractor] hereinafter referred to as "the Contractor" as per the latter's tender and your acceptance under [TM Reference], whereby the contractor undertook the [title of contract] in accordance with Article 13 of the Special Conditions the [works/services/supplies] as mentioned, enumerated or referred to in the Specification and/or Bills of Quantities forming part of the contract documents, we hereby guarantee to pay you on demand a maximum sum of €[amount in words and numbers] in case the obligations of the above-mentioned contract are not duly performed by the Contractor.

This guarantee will become payable on your first demand and it shall not be incumbent upon us to verify whether such demand is justified.

For avoidance of doubt it is hereby declared that although this instrument gives rise to legal relations between the guarantor and the beneficiary, it is hereby specifically declared for all intents and purposes of law that this guarantee does not exempt the above-mentioned Contractor from any obligations, acts of performance or undertaking assumed under the tender documents as ratified in the contract.

Any payments due to the contractor in respect of the obligations entered into under the contract above referred to shall be made through this Bank.

This guarantee expires on the [expiry date] and unless it is extended by us or returned to us for cancellation before that date any demand made by you for payment must be received in writing not later than the aforementioned expiry date.

This document should be returned to us on utilization or expiry or in the event of the guarantee being no longer required.

After the expiry date and in the absence of a written demand being received by us before such expiry date, this guarantee shall be null and void, whether returned to us or not, and our liability hereunder shall terminate.

This guarantee is personal to you, and is not transferable or assignable.

Yours Faithfully,

.....  
[Signatory on behalf of Guarantor]

VOLUME 2 SECTION 5 - SPECIMEN PREFINANCING PAYMENT GUARANTEE -  
NOT APPLICABLE

(LETTERHEAD OF THE REGISTERED FINANCIAL INSTITUTION PROVIDING THE GUARANTEE)

Transport Malta  
Malta Transport Centre  
Marsa MRS 1917  
Malta

[Date]

[Tender Reference]

Dear Sir,

We the undersigned, [*name, company name, address*], hereby declare that we will guarantee, as principal debtor, to [*Contracting Authority's name and address*] on behalf of [*Contractor's name and address*], the payment of [*indicate the amount*], corresponding to the guarantee mentioned in Article 44 of the Special Conditions without dispute, on receipt of a first written request from the beneficiary.

We further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed thereunder or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee. We hereby waive notice of any such change, addition or modification.

The guarantee will enter into force and take effect from the [*indicate the date of payment of the pre-financing*] and shall be valid until the equivalent value of [*works*] has been certified by the Contracting Authority.

We note that you will release the guarantee and notify us of the fact at the latest within thirty days of this date.

Done at ....., ..../../..

Name and first name: ..... On behalf of: .....

Signature: .....

[stamp of the body providing the guarantee]

## VOLUME 2 SECTION 6 - SPECIMEN RETENTION GUARANTEE

### (LETTERHEAD OF THE REGISTERED FINANCIAL INSTITUTION PROVIDING THE GUARANTEE)

Transport Malta  
Malta Transport Centre  
Marsa MRS 1917  
Malta

[Date]

[Tender Reference]

Dear Sir,

We, the undersigned, [*name, company name, address*], hereby declare that we will guarantee, as principal debtor, to [*Contracting Authority's name and address*] on behalf of [*Contractor's name and address*], the payment of [*indicate the amount*], corresponding to the guarantee mentioned in Article 45 of the Special Conditions without dispute, on receipt of a first written request from the beneficiary.

We further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed thereunder or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee. We hereby waive notice of any such change, addition or modification.

The guarantee will enter into force and take effect from the [*indicate the date of payment of the sums retained under the contract*] and shall be valid until the date of issue of the certificate of final acceptance.

We note that you will release the guarantee and notify us of the fact at the latest within thirty days of the date of issue of this certificate.

Done at ....., ..../../..

Name and first name: ..... On behalf of: .....

Signature: .....

[stamp of the body providing the guarantee]

## VOLUME 3 - TECHNICAL SPECIFICATIONS

### *Part 1*

**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 Technical Specifications are included as Annex A**



**PREVIEW**

# VOLUME 4 - FINANCIAL BID

## ***BILL OF QUANTITIES***

### ***I. Preamble***

Tenderers must price each item in the bill of quantities separately and follow the instructions regarding the transfer of various totals in the summary.

The bill of quantities must be read with all the other contract documents and the Contractor shall be deemed to have thoroughly acquainted himself with the detailed descriptions of the works to be done and the way in which they are to be carried out. All the works must be executed to the satisfaction of the Engineer.

#### **1.1. Quantity of items**

The quantities set forth against the items in the bill of quantities are an estimate of the quantity of each kind of the work likely to be carried out under the contract and are given to provide a common basis for bids. There is no guarantee to the Contractor that he will be required to carry out the quantities of work indicated under any one particular item in the bill of quantities or that the quantities will not differ in magnitude from those stated.

When pricing items, reference should be made to the conditions of contract, the specifications and relevant drawings for directions and descriptions of work and materials involved.

The quantities given in the bill of quantities are provisional and reflect the estimates made at the time of approval to provide a basis for this document and tenders. Tenderers must consider every aspect of the tender document carefully.

Any comments concerning the quantities must be made in the form of an attachment, following the system of itemisation, quoting the codes and brief descriptions, as in the present documents, including the rates and prices.

Save where the technical specifications or the bill of quantities specifically and expressly state otherwise, only permanent works are to be measured. Works will be measured net to the dimensions shown on the drawings or ordered in writing by the Engineer, save where described or prescribed elsewhere in the contract.

In adjusting extras or variations on the contract, works will be measured on the same basis as that on which the quantities were prepared. All works not specifically mentioned in the bill of quantities will be taken as included in the prices of various items.

Where, in the opinion of the Engineer, extra works cannot be properly measured or valued, the Contractor may, if so directed by the Engineer, carry out the work at the day work rates shown in the schedule of day work. All completed day work sheets must be signed by the Engineer on or before the end of the week in which the works are executed.

No allowance will be made for loss of materials or volume thereof during transport or compaction.

#### **1.2. Units of measurement**

The units of measurement used in the annexed technical documentation are those of the International System of Units (SI). No other units may be used for measurements, pricing, detail drawings etc. (Any units not mentioned in the technical documentation must also be expressed in terms of the SI.)

Abbreviations used in the bill of quantities are to be interpreted as follows:

|                 |       |                   |
|-----------------|-------|-------------------|
| mm              | means | millimetre        |
| m               | means | metre             |
| mm <sup>2</sup> | means | square millimetre |
| m <sup>2</sup>  | means | square metre      |
| m <sup>3</sup>  | means | cubic metre       |
| kg              | means | kilogram          |
| to              | means | tonne (1000 kg)   |
| pcs             | means | pieces            |
| h               | means | hour              |
| L.s.            | means | Lump sum          |
| km              | means | kilometre         |
| l               | means | litre             |
| %               | means | per cent          |
| N.d             | means | nominal diameter  |
| m/m             | means | man-month         |
| m/d             | means | man-day           |

## ***II. Terms Relating To Payments***

The method for measuring completed works for payment must be in accordance with the Contract.

The provisional sums in the bill of quantities must be used in whole or in part at the discretion of the Engineer or as otherwise set out in the contract.

Each item in the bill of quantities for which payment is to be made in a lump sum, and for which no payment schedule is provided, must be paid after the work covered by the lump sum has been completed to the satisfaction of the Engineer.

## ***III. Pricing***

The prices and rates inserted in the bill of quantities are to be the full inclusive values of the works described under the items, including all costs and expenses which may be required in and for the construction of the works described together with any temporary works and installations which may be necessary and all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based. It will be assumed that establishment charges, profit and allowances for all obligations are spread evenly over all the unit rates.

The rates and prices tendered in the priced bill of quantities will be quoted at the rates current prior to the date of submission.

**Rates and prices must be entered against each item in the bill of quantities.** The rates will cover all tax, duty or other liabilities which are not stated separately in the bill of quantities and the tender.

## ***IV. Completing the bill of quantities***

In the bill of quantities, rates and prices will be entered in the appropriate columns in Euro.

Errors will be corrected as follows:

- a) where there is a discrepancy between amounts in figures and in words, the amount in words will prevail; and

- b) where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit price and the quantity, the unit rate as quoted will prevail.

***V. Description Of Unit Prices***

The tables that follow give the description of the rates (or unit prices) by using the relevant clauses of Volume 3 (Technical specifications).

***The Bills of Quantities are included as Annex B***

**PREVIEW**

# VOLUME 5 - DRAWINGS

Design Documents, including Drawings

## Section 5.1

### *List of drawings attached*

| No | Name                                            | Drawing No | Design No |
|----|-------------------------------------------------|------------|-----------|
| 1  | Alignment and Levels at Route 1 Bridge - Imsida | RD 67-12   | NA        |

Section 5.2

*List of design documents available*

| No   | Designer | Design No | Design name | Date |
|------|----------|-----------|-------------|------|
| None | None     | None      | None        | None |

**PREVIEW**