



MALTA RESOURCES AUTHORITY

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**TENDER FOR LEASE OF OFFICE SPACE FOR THE  
MALTA RESOURCES AUTHORITY**

**Cost of Document: €50**

**IMPORTANT**

**Tenderers are to ensure that the Mandatory BID BOND of €5,000 is to remain valid up to 12<sup>th</sup> April 2013**

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# Tender for Lease of Office Space for the Malta Resources Authority

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## 1. INTRODUCTION

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### 1.1 Scope

- 1.1.1 This document is a tender for the lease of approximately 1200m<sup>2</sup> of office space for a period of 5 years for the Malta Resources Authority, which lease may be further extended for an additional period of 5 years as may be determined by the Authority.

### 1.2 Definitions and Interpretation

- 1.2.1 The following 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.

**Authority:** means the Malta Resources Authority.

**Breakdown of the overall price:** A heading-by-heading list of the rates and costs making up the tender price.

**Conflict of interest:** Any event influencing the capacity of any 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 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 award agreement:** The signed agreement entered into by the Authority and the successful tenderer prior to the lease agreement and wherein the successful tenderer binds himself to perform the services, including all attachments thereto and all documents incorporated in this tender including entering into the lease agreement by the date established in this tender.

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

**Contractor:** The party which contracts to perform and provide the services.

**Day:** Calendar day.

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

**Evaluation Committee:** a committee appointed by the Authority and possessing the technical, linguistic and administrative capacities necessary to give an informed opinion on tender offers.

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

**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).

**Leased premises** as the premises described in the contract of lease.

**Liquidated damages:** The sum stated in the contract as compensation payable by the Contractor to the 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 Authority which modifies the works.

**Month:** Calendar month.

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

**Project Manager:** The natural or legal person responsible for monitoring the implementation of the contract on behalf of the Authority.

**Tender** The document including the technical specifications and conditions drawn up by the Authority giving the definition of its requirements and/or the objectives in respect of the provision of services, specifying, where relevant, the methods and resources to be used by the Contractor and/or the results to be achieved by it.

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

**Services:** Activities to be performed by the Contractor under the contract such as technical assistance, studies, training and designs.

**Time Limits:** Those periods in the contract which shall begin to run from the day following the act or event which serves as the starting point for those periods. Should the last day of the period fall upon a non-working day, the period shall expire at the end of the first working day following the last day of the period.

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

### **1.3 Background**

- 1.3.1 The Malta Resources Authority was established by the Malta Resources Authority Act XXV of 2000. The functions of the Authority are set out in Article 4 of its founding Act as is the regulator for energy, mineral and water resources.

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## 2. SPECIFICATIONS & REQUIREMENTS

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### 2.1 General Requirements

- 2.1.1 The Authority requires office space, preferably located in a central area in Malta and close to the major public transportation routes. These offices should be modern, comfortable, and secure and portray an image of environmental stewardship and sustainability.
- 2.1.2 The premises proposed and offered by the tenderer are required to be in compliance with all local legislation and in particular but not limited to be:
- (i) Energy Performance of Buildings Regulations, 2008
  - (ii) Sanitary legislation
  - (iii) General Provisions for Health and Safety at Work Places Regulations, 2003, Cap. 424 and occupational health and safety legislation
  - (iv) building development legislation, Malta Environment and Planning Authority regulations
  - (v) Equal Opportunities (Persons with disability) Act and the accessibility the premises shall be in line with local regulatory requirements.
- 2.1.3 The premises shall be covered by MEPA permits for the required use (Offices).
- 2.1.4 The premises shall also be in compliance with approved final compliance certificates and plans.
- 2.1.5 The premises shall be structurally sound and shall be adequately maintained and in a good state of repair.
- 2.1.6 The premises should preferably be offered in a finished state and ready for immediate use.
- 2.1.7 The premises should be fully accessible and should have adequate access to disabled persons.
- 2.1.8 The premises shall have an independent entrance from a public road, which entrance leads to a reception area. The main entrance should be distinctive and clearly signed.
- 2.1.9 If the premises are located above ground floor level, the premises are required to be serviced with lifts to all floors within the premises.
- 2.1.10 All lifts shall be fully maintained by the Contractor in accordance with local legislation and good engineering practice.
- 2.1.11 Unless a separate goods lift is installed, the lift should also be suitable for carrying goods.
- 2.1.12 The contractor shall comply with all conditions and requirements established in this tender.

## 2.2 Specific Requirements

### 2.2.1 Layout, Partitioning, and Finishes

2.2.1.1 Office space measuring approximately 1200 m<sup>2</sup> should include the rooms and facilities as specified in Table 1.

**Table 1: Facilities and Office Space Requirements**

Description	Indicative quantities	Approximate space requirements
Reception area	1	25 m <sup>2</sup>
Board room	1	30 m <sup>2</sup>
Customer care office	1	40 m <sup>2</sup>
Waiting area (Customer care) and located adjacent to Customer Care offices	1	20 m <sup>2</sup>
Meeting rooms	4	17 m <sup>2</sup> / meeting room = 68 m <sup>2</sup>
Chairman's Office (single occupancy office)	1	30 m <sup>2</sup> / office
CEO's Office (single occupancy office)	1	30 m <sup>2</sup> / office
Other single occupancy offices	7	15 m <sup>2</sup> / office = 105 m <sup>2</sup>
Dual occupancy offices	9	18 m <sup>2</sup> / office = 162 m <sup>2</sup>
Open plan / multi-occupancy offices to accommodate in total 36 personnel (i.e. accommodating 4 persons/ open plan area with average space requirement of 9m <sup>2</sup> /person)	9	36 m <sup>2</sup> / multi-occupancy office = 324 m <sup>2</sup> total office space
Archives / library	2	100 m <sup>2</sup> - total storage space
Server room	1	18 m <sup>2</sup>
Sanitary facilities (including provision of facilities for disabled)	6 WCs (3 male, 3 female) 6 washbasins (3 male, 3 female)	35 m <sup>2</sup>
Kitchenette / canteen	1	26 m <sup>2</sup>
Photocopy / printing rooms	2	30 m <sup>2</sup>
Circulation areas within offices / departments	Assumed at approximately 15% of total office space	
<b>TOTAL Office Space (approx)</b>	<b>1200 m<sup>2</sup></b>	

2.2.1.2 Variations in room sizing may be accepted by the Authority at negotiation stage, although in general it is expected that the total office space of 1200 m<sup>2</sup> should be provided. Deviations from the indicated office space area should be within  $\pm 10\%$ .

2.2.1.3 Partitioning between offices should be provided with adequate acoustic insulation.

2.2.1.4 The reception area should be welcoming. It should incorporate or be adjacent to a waiting area to the Customer Care offices. The reception area should not be used as a thoroughfare for employees to move from one part of the offices to another, or for visitors to circulate easily within internal office circulation areas or offices.

## 2.2.2 Building Services

2.2.2.1 The premises shall be fully serviced, in accordance with internationally and, or nationally recognized and applicable standards and all applicable regulations, with the following:

- (i) electricity, water and sewer services;
- (ii) air conditioning and mechanical ventilation systems installed and maintained in accordance with applicable regulations;
- (iii) fire detection and automatic fire fighting / fire suppressant systems installed, and maintained in accordance with applicable regulations and best practice;
- (iv) intruder alarm system installed and CCTV monitoring system maintained according to best practice;
- (v) telecommunication facilities;
- (vi) wired LAN using Cat 5e or better wiring terminated in RJ45 socket outlets;
- (vii) card access control system and video hall porter system;
- (viii) lightning protection.

2.2.2.2 Tenderers should clearly indicate whether the premises are fitted and provided with a PABX system or whether a separate system would need to be installed by the Authority.

2.2.2.3 The following services/facilities are also required to be provided:

- (i) A server room with a 24 hour controlled environment at a constant temperature of between 18°C and 21°C and provided with a dedicated HFC227ea / FM-200 fire suppressant system. The server room shall be sealed to ensure against HFC227ea leakages from the enclosure in the event of activation of the fire suppressant system.
- (ii) Archives / library provided with a 24 hour controlled environment at a constant temperature between 18°C and 21°C and a relative humidity between 45% and 50% and provided with a dedicated HFC227ea / FM-200 fire suppressant system. Archives / library shall be sealed to ensure against HFC227ea leakages from the enclosure in the event of activation of the fire suppressant system.

2.2.2.4 The premises shall be fitted with at least the power points and network points indicated in Table 2.

**Table 2: Minimum Power and Network Points**

Room description / use	Minimum number of power sockets (double)	Minimum number of network points
Reception area	4	4
Board Room	4	2
Meeting rooms	1 per meeting room	2 per meeting room



Room description / use	Minimum number of power sockets (double)	Minimum number of network points
Customer Care office	2 + additional 2 sockets (double) per 9 m <sup>2</sup> of office space or part thereof	2 + additional 2 network points per 9 m <sup>2</sup> of office space or part thereof
Single occupancy offices	2 per office	2 per office
Dual occupancy office	4 per office	4 per office
Multi-occupancy offices	2 per 9 m <sup>2</sup> of office space or part thereof for each office	2 per 9 m <sup>2</sup> of office space or part thereof for each office
Kitchenette / canteen	4	
Photocopier / printing rooms	3 per room	2 per room
Library / Archives / Storage rooms	2 per room	

2.2.2.5 The premises should be provided with surge protection for electrical power and ICT equipment.

2.2.2.6 The premises shall be monitored by CCTV and the CCTV cameras shall be installed to record the following areas:

- (i) All entrances and exits to the offices
- (ii) Reception area
- (iii) Waiting area adjacent to Customer Care offices

2.2.2.7 The premises shall be risk free from flash-floods.

### **2.3 Contractor's Responsibilities**

2.3.1 The selected tenderer shall be responsible for:

- a. All ordinary and extraordinary maintenance, cleaning and repairs to common parts and facades of the premises.
- b. All ordinary and extraordinary maintenance and repairs to installations and systems including but not necessarily limited to:
  - i. security installations, card access control system and video hall porter system installations;
  - ii. fire detection, fire fighting and fire suppressant systems and installations;
  - iii. air conditioning and mechanical ventilation systems;
  - iv. water and wastewater systems;
  - v. electrical and ICT installations;
  - vi. lift installations;
  - vii. lightning protection systems.

to both the common parts and to the leased premises

- c. All ordinary maintenance and repair to the leased areas of the premises.
- d. All extraordinary maintenance and repairs to the leased areas of the premises.
- e. All ordinary and extraordinary maintenance of any parking facilities and, or spaces provided under this contract.

- 2.3.2 The office space offered may, at tendering stage, be open plan and, or partly finished. However in all cases all costs associated with any alteration works, services, improvements partitioning, interior decoration, fixtures, system and building services installations and all finishes shall be to the expense of the successful tenderer.
- 2.3.3 Final design and layout of partitioning and other improvements will be finalised in agreement between the successful tenderer and the Authority during the evaluation stage depending upon the conditions and initial layout of the premises offered and the tender offer proposed.
- 2.3.4 The Contractor shall engage and appoint suitably qualified personnel to carry out:
- (i) any alteration works, services, improvements partitioning, interior decoration, fixtures, system and building services installations;
  - (ii) any maintenance, repairs to the premises and to installations and systems.
- 2.3.5 The contractor shall obtain all permits, licences and authorisations required by law for the lease of the selected premises and shall ensure that such permits, licences and authorisations are in place in their entirety by the date established for the notarial deed related to the lease agreement.
- 2.3.6 Any alteration works, services, improvements, partitioning, interior decoration, fixtures and all finishes to the premises shall be carried out by the contractor **within 4 months** from the date of award of the offer and in accordance with the tender requirements.
- 2.3.7 Following award of the contract and in the event that any works, improvements, partitioning, interior decoration, finishes or building services are required to be carried out by the contractor, such contractor shall submit interim monthly reports on the progress of execution of such works.

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### 3. INSTRUCTIONS TO TENDERERS & CONDITIONS

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#### 3.1 *General Conditions*

- 3.1.1 In submitting a tender offer, the tenderer accepts in full and in its entirety, the contents of this document, including subsequent clarifications issued by the 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 document.
- 3.1.2 No account may be taken of any reservation in the tender offer as regards the proposal; any disagreement, contradiction, alteration or deviation may lead to the offer not being considered any further.
- 3.1.3 By submitting their tender offers, 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.
- 3.1.4 All costs incurred in preparing and submitting a tender offer shall be borne by the tenderer and these costs shall not be reimbursable. The Authority will not accept responsibility nor pay for any expense or loss which may be incurred by any tenderer in the preparation of a tender offer.
- 3.1.5 The Authority retains the ownership of all tender offers received under this tender. No document that is submitted in response to this tender or to any clarifications made thereafter and in connection with this tender will be returned to the respondents.
- 3.1.6 This tender is not a legal offer for any commission but only a request for proposals. Nothing in this tender creates a legal obligation on the part of the Authority.
- 3.1.7 The Authority may amend and or modify and or defer or discontinue this tender at its discretion. Tenderers that have submitted a tender offer will be notified in writing of the Authority's actions in this regard.
- 3.1.8 Tenderers bear sole liability for examining with appropriate care the tender, and any clarification notes to the tender 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.

#### 3.2 *Eligibility*

- 3.2.1 Participation 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 64 of the Public Procurement Regulations.
- 3.2.2 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.

- 3.2.3 Tender offers submitted by companies forming a joint venture/consortium must also fulfil the following requirements:
- (i) 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 offer 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.
  - (ii) 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.
- 3.2.4 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.

### **3.3 Submission of Proposals**

- 3.3.1 Tenderers are required to **submit 2 copies** of their tender offer. Copies shall be sealed in an outer envelope or parcel and shall be deposited in the Tender Box located at the Malta Resources Authority's offices.
- 3.3.2 Tenderers participating in this call for tenders should observe and abide by the following conditions:
- (i) All submissions shall be made strictly in accordance with this document.
  - (ii) Additional material, brochures or promotional material may be submitted together with the information requested therein.
  - (iii) All information requested in this document should be provided. If any section is not deemed to be applicable, the tenderer shall indicate it accordingly, without prejudice to the right of the Authority to disqualify tenderers that do not provide the required information.
  - (iv) The proposal submitted is to be signed by the candidate's authorised signatory with evidence of such authorisation.
  - (v) In the case where the tenderer is a consortium, the information requested herein must be provided for each company forming part of the consortium.
  - (vi) English is the language to be used in all correspondence and communication related to this tender.
  - (vii) Any correspondence, including the actual proposal, must always include the reference number indicated on the front page of this document.
  - (viii) The Authority may invite tenderers to supplement or clarify the documents they submit.
  - (ix) The Authority shall have the right to visit the site during the evaluation period.
  - (x) The proposal must be delivered by recorded delivery (official registered postal service) or hand delivered to the address below by not later than **10:00 hrs on the 13<sup>th</sup> November 2012** :

**The Financial Controller  
Finance and Administration Section  
Malta Resources Authority  
Millennia, 2<sup>nd</sup> Floor  
Aldo Moro Road  
Marsa, MRS 9065  
MALTA**

- (xi) **Late submissions shall not be accepted.** The offer for this tender shall be closed in a sealed package with the Advert Number clearly marked on it and submitted either by recorded delivery (official postal/courier service) or hand delivered and deposited in the Tender Box at the Finance and Administration Section of the Malta Resources Authority. **Any other method of submission shall NOT be accepted.**
- (xii) No liability shall be accepted for late delivery of offers. Late offers shall be rejected and shall not be evaluated.

- 3.3.3 Tenderers may alter or withdraw their offers by written notification prior to the above deadline. No tender offer may be altered after the deadline for submission. Any notification of alteration or withdrawal must be prepared, sealed, marked and submitted in accordance with section 3.3, and the envelope must also be marked with "alteration" or "withdrawal". The withdrawal of an offer in the period between the deadline for submission and the date of expiry of the validity of the offers will result in forfeiture of the bid bond.
- 3.3.4 The fee payable for this document is €50 payable at the Malta Resources Authority's offices, Millennia, Aldo Moro Road Marsa.

### **3.4 Documentation to be Submitted**

- 3.4.1 Respondents to this tender are required to submit the following information:

**(i) Tenderers' Details:**

- (a) personal and contact details of the site / premises' owner;
- (b) company's details: company name and registration number; place of establishment; VAT no., legal address of the organisation; full Name(s) of Directors; shareholding details and ultimate parent company's details
- (c) Contact person details: full name and surname; address, email address, telephone and facsimile numbers.
- (d) Proof of Purchase of Document

**(ii) Information of Ownership of Site / Premises:**

- (a) Documentary proof that tenderer has vacant possession of the premises and shall submit documents to the satisfaction of the Authority proving his legal title thereon and in particular with a view to showing that he is entitled to grant them on lease.

**(iii) Detailed Description of Premises and Location:**

- (a) Site plan (scale 1:2500) clearly indicating location of site. Photos of the site indicating access to the site, the building (including the interior) and other facilities on the site.

- (b) Architectural drawings (floor plans, elevations and sections) in a scale 1:100 of the proposed premises and clearly indicating details of areas offered for lease and any common parts;
- (c) Parking availability associated with the lease, and any conditions of use, as well as indication of other public parking facilities in the vicinity of the premises;
- (d) Drawings and technical specifications clearly indicating:
  - (i) any existing and proposed partitioning, interior decoration, fixtures and all finishes;
  - (ii) existing and any proposed building services including: security installations, fire detection, fire fighting and control installations, air conditioning and mechanical ventilation systems; water and wastewater systems, electrical and ICT installations, lift installations, lightning protection systems.
  - (iii) any other services provided and offered such as back-up power etc.;
  - (iv) PABX system if installed and inclusive in services offered.

**(iv) Permits:**

- (a) Copies of MEPA permits and compliance certificates including all approved drawings for the premises offered.

**Note: Where premises are in an unfinished state of completion, the final compliance certificate shall be submitted by the contractor prior to signing of the lease agreement.**

**(v) Declarations and Certifications:**

- (a) Declarations that premises would be available by **1<sup>st</sup> June 2013** (refer section 3.4.3)
- (b) Tenderer's Declaration (section 7.) and Tender Form (section 8)
- (c) Statement on Conditions of Employment (section 9)
- (d) Certification by a Perit that the premises including common parts and any other areas and facilities offered in accordance with internationally and, or nationally recognized and applicable standards and applicable regulations are in structurally sound condition and have been designed for the intended purposes of this tender and are in good condition and good state of repair.
- (e) Certifications by warranted engineers that the premises including common parts and any other areas and facilities offered are adequately serviced and maintained in accordance with internationally and, or nationally recognized and applicable standards and applicable regulations in terms of the:
  - (i) electrical installations,
  - (ii) water and sewerage systems,
  - (iii) air conditioning and mechanical ventilation systems
  - (iv) fire detection and fire fighting systems
  - (v) intruder alarm systems
  - (vi) Information and telecommunication systems
  - (vii) lift installations
  - (viii) lightning protection

**Note: Where premises are in an unfinished state of completion, the certifications by a Perit and by warranted engineers as referred to in (v) above may be accepted at a later stage but these shall be required to be submitted prior to signing of lease agreement. In such circumstances tenderers undertake that they would be submitting such certifications if awarded the contract.**

**(vi) Project Schedule:**

A detailed project schedule (plan of action outlining timing, sequence and duration) for any works, improvements and all finishes being proposed to be executed to ensure that the premises meet the office space requirements and specifications set out in the tender taking into account mobilisation time

**(vii) Financial Offer:**

- (a) Rates and prices must be entered against each item in the Schedule of Rates (refer Section 5).

**(viii) Bid Bond: (refer Section 6)**

3.4.2 The premises offered may be open plan and, or partly finished at tendering stage. However in such an event tenderers should also submit:

- (i) technical specifications and architectural drawings (floor plans, elevations and cross sections at a scale 1:100) of any works and improvements including partitioning, interior decoration, fixtures and all finishes;
- (ii) technical specifications and drawings of proposed systems and building services including: security installations, fire detection, fire fighting and control installations, air conditioning and mechanical ventilation systems; water and wastewater systems, electrical and ICT installations, lift installations, lightning protection systems;
- (iii) technical specifications and details of any other services provided and offered such as back-up power etc.
- (iv) a list of the proposed activities considered to be necessary to achieve the contract objectives.

3.4.3 The intended date of commencement of the lease agreement is **1<sup>st</sup> June 2013**. Tenderers must confirm and declare that the premises would be available for occupancy by the MRA by this date.

3.4.4 All alteration works, services, improvements, partitioning, interior decoration, fixtures and all finishes to the premises shall be carried out by the contractor **within 4 months** from the date of award of the offer and in accordance with clause 3.4.3.

3.4.5 In the case of a tender offer being submitted by a consortium, a description of the input from each of the consortium partners and the distribution and interaction of tasks and responsibilities between them.

3.4.6 Tenderers shall in addition also submit a description of sub-contracting arrangements foreseen, if any, with a clear indication of the tasks that will be entrusted to a sub-contractor.

3.4.7 Failure to submit the information required by the Authority may lead to non-consideration of the tender offer.

3.4.8 Tenderers may submit any other information specific to the proposal which they may consider beneficial in evaluation of the proposal.

### **3.5 Financial Offer**

- 3.5.1 The financial offer must cover the whole of the works as described in the tender.
- 3.5.2 The tenderer shall provide a breakdown of the overall price in Euro (€) in accordance with the Schedule of Rates.
- 3.5.3 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 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 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.

Prospective tenderers should note that the Malta Resources Authority is a non-taxable legal person in accordance with the provisions of the Value Added Tax Act, 1998. In as much, MRA is not registered for VAT purposes (i.e. it does not have a VAT Number) as it does not carry out an economic activity.

- 3.5.4 Different options are to be clearly identifiable in the technical and financial submission; **marked 'Option 1', 'Option 2' etc. for each individual option clearly outlining the price of the relative option is to be submitted.**
- 3.5.5 If the tenderer offers a discount, the discount must be absorbed in the rates of the Schedule of Rates.
- 3.5.6 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.
- 3.5.7 The currency of the tender is the Euro (€). All sums in the breakdown of the overall price and in other documents must be expressed in Euro (€), with the possible exception of originals of bank and annual financial statements.

### **3.6 Period of Validity of Offers**

- 3.6.1 Tender offers must remain valid up for a period of 150 days after the deadline for submission of offers indicated in the contract notice. The offer of any tenderer who quotes a shorter validity period may be rejected.
- 3.6.2 In exceptional circumstances the Authority may request that tenderers extend the validity of offers 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 Bid Bond. However, his tender offer will no longer be considered for award. If the tenderer decides to accede to the extension, he may not modify his tender offer.
- 3.6.3 The successful tenderer must maintain his tender offer for a further 60 days from the date of notification of award.



### **3.7 Bid Bond**

- 3.7.1 The bid bond is set at €5,000 (five thousand Euro) and must be an original and valid guarantee presented in the form specified in Section 6. The guarantee must be issued by a local Maltese Bank or a Financial Institution licensed by a recognized Financial Regulator in the country where the company is located and who assumes responsibility for claims and payments to the amount as stated above. It must remain valid for a period of 150 days after the deadline for submission of offers indicated in the contract notice. The Bid Bond must be drawn up in the name of the Chief Executive Officer of the Malta Resources Authority, Millennium, Aldo Moro Road, Marsa, MRS 9065, Malta.
- 3.7.2 The bid bond is intended as a pledge that the tenderer will not retract his offer up to the expiry date of the guarantee and, if successful, that he will enter into a contract with the Chief Executive Officer on the terms and conditions stated in the tender.
- 3.7.3 Hence, the guarantee shall be forfeited if the tenderer withdraws his offer before the above-mentioned validity date.
- 3.7.4 Bid bonds provided by tenderers who have not been selected shall be released within 30 calendar days from the signing of the contract. The bid bond of the successful tenderer shall be released on the signing of the contract.
- 3.7.5 **Offers that are not accompanied with the mandatory Bid Bond by the closing date and time of the offer may be disqualified.**

### **3.8 Interpretation, Clarifications and Corrections to the Tender**

- 3.8.1 Prospective tenderers shall promptly notify the Malta Resources Authority (Fax.: (+356) 21247681; email: [enquiry@mra.org.mt](mailto:enquiry@mra.org.mt) ) of any ambiguity in or discrepancy between anything contained in this tender which they may discover upon examination of the tender documents.
- 3.8.2 Prospective tenderers requiring clarification or interpretations of the tender shall make a written request shall reach the CEO at least sixteen (16) days prior to the closing date of receipt of proposals. Any request after this date will not be considered.
- 3.8.3 Any interpretations, corrections or changes to this document by the Authority will be made by an official addendum. Interpretations, corrections or changes made in any other manner will not be valid, and prospective respondents shall not rely upon such interpretations, corrections and changes.
- 3.8.4 No request for individual meetings with the Authority during the period open for submission of the tender will be entertained.
- 3.8.5 Questions and answers, and alterations and addenda to the tender document will be published as a clarification note on the website of the Authority ([www.mra.org.mt](http://www.mra.org.mt) )
- 3.8.6 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 offer.
- 3.8.7 No addenda will be issued later than six (6) days prior to the closing date of receipt of submissions except notification of postponement of the closing date of receipt or its withdrawal, if applicable.
- 3.8.8 The Authority may, at its own discretion, as necessary, extend the deadline for submission of offers to give tenderers sufficient time to take clarification notes into account when preparing

their offers. In such cases, all rights and obligations of the Authority and the tenderer regarding the original date specified in the contract notice will be subject to the new date.

### **3.9 Special Conditions**

- 3.9.1 This Agreement shall be read, governed and construed in accordance with the Laws of Malta and any controversy in relation thereto shall be submitted to final and binding arbitration in terms of Part IV of the Arbitration Act (Chapter 387 of the Laws of Malta).
- 3.9.2 The acceptance of the Tender offer under this contract shall not hinder the Authority from procuring works/supplies/services (as applicable) similar in nature to those requested by this tender, but which fall outside the scope of this tender in terms of quantity, quality and/or specifications, from any other source if and whenever is considered necessary. In these circumstances, the Contractor shall not claim any right whatsoever to be assigned such similar works/supplies/services.
- 3.9.3 The Contractor cannot, directly or indirectly, subcontract or handover any part of this contract without the prior approval of the Authority, after a written request to this effect by the Contractor.
- 3.9.4 The Contractor shall assume full responsibility and accountability, according to the current legislation, concerning the Health and Safety of his/her employees and/or his/her sub-contractors, including any third parties involved in the execution of this contract.
- 3.9.5 The Contractor shall be bound to conform with the Occupational Health and Safety Authority Act 2000 (Cap 424 of the Laws of Malta) and to all regulations/legal notice under and, or that form part of that Act; as well as any other national and European Union legislation, regulations, standards, and/or codes of practices in effect during the execution of the contract, regarding Health-and-Safety issues, as they apply for the Contractor's particular operating situation and nature of work activities.
- 3.9.6 The successful Contractor shall provide all health and safety related equipment as required by the Maltese legislation, good practice, as may be required by the Company and as may be further detailed in this Contract.
- 3.9.7 The Contractor shall allocate all necessary resources to safeguard the health and safety of operatives, including those of subcontractors, and of any persons whom the Works may affect. The Contractor shall undertake to perform all necessary risk assessments, H&S procedures and maintain all relevant supporting records as required by Maltese legislation, good practice and as may be required by the Authority. This also includes the provision by the Contractor of all necessary personal protective equipment, mainly personnel on site are to wear safety boots, gloves, masks and all the necessary safety clothing to protect themselves, vaccinations and medical check-ups (if required) to all his/her employees, including those of subcontractors, employed on site or who are employed to execute the services requested in this Contract. The Authority reserves the right to carry out inspections in this respect and if the Contractor is found non-compliant then the Authority shall ask the Contractor to abide with H&S regulations with immediate effect. Subsequent notifications may imply that the Contractor is disqualified from the contract following which the Contracting Authority will seek the services requested from the next cheapest tenderer.
- 3.9.8 The Contractor shall follow and execute all legitimate directives and instructions issued by the Authority. The procurement detailed in this tender is authorised by the Authority as represented on site by the designated Officer in charge of the Contract, who shall verify that all the conditions stipulated in this tender are adhered to. All works to be carried out by the contractor shall always be under the direction and supervision of the Officer in charge of the Contract, who may be assisted by a technical officer or employee of the Authority.
- 3.9.9 The Authority is not bound to accept the lowest or any offer and shall not give reasons for the acceptance or rejection of a particular offer.
- 3.9.10 The full set of General Conditions for Services 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.

- 3.9.11 Should there be any discrepancy between the General Conditions for Services Contracts and any conditions or specifications of this tender contract, the conditions or specifications of this tender shall be followed in preference to the General Conditions for Services Contracts.
- 3.9.12 Any reference made in the General Conditions for Service Contract to "Volume 3 Section 1 (Terms of Reference)" shall be considered as reference to Section 2 of the tender
- 3.9.13 The following provisions in the General Conditions for Services Contract are not applicable:
  - (i) Article 7.8 - Performance Guarantee
  - (ii) Article 24 – Interim and Final Progress Reports
  - (iii) Article 27 – Financial Guarantee
  - (iv) Article 28 – Audit Certificate

### **3.10 Confidentiality**

- 3.10.1 The Authority will take reasonable precautions and use reasonable efforts to protect any confidential information specifically defined as such by the Tenderer in his tender offer subject to such disclosure that may be required by law.
- 3.10.2 The Authority may disclose tender offers to its respective officers, employees and consultants as well as officers, employees and consultants of the Authority.
- 3.10.3 Tenderers understand and agree by submitting their tender offer that the Authority and its respective officers, employees and consultants shall not be liable for any damages resulting from any disclosure of a tender offer or any information contained therein including the disclosure of confidential information.

### **3.11 Ethics Clauses**

- 3.11.1 Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Authority during the process of examining, clarifying, evaluating and comparing offers will lead to the rejection of his candidacy or tender offer and may result in administrative penalties.
- 3.11.2 Without the 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.
- 3.11.3 When putting forward a candidacy or tender offer, 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.
- 3.11.4 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 Authority's prior approval. He may not commit the Authority in any way without its prior written consent.

- 3.11.5 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.
- 3.11.6 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 Authority.
- 3.11.7 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.
- 3.11.8 The contract governs the Parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.
- 3.11.9 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 Authority may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.
- 3.11.10 The tenderer(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.

### **3.12 *Data Protection and Freedom of Information***

- 3.12.1 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 Authority without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with National and/or Community law.
- 3.12.2 The provisions of this contract are without prejudice to the obligations of the Authority in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). The 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 Authority in terms of the Act.

### **3.13 *Gender Equality***

- 3.13.1 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.

### **3.14 Contractual Obligations and Conditions**

- 3.14.1 The lease agreement/s arising from the contract award shall be formalised in the form of a notarial deed.
- 3.14.2 Notarial fees and expenses in connection with the notarial deed will be borne by the Authority, whereas the contractor shall be responsible to bear his own legal costs.
- 3.14.3 In the event of any interruption or malfunction for any reason of any service related to the leased premises or building, the contractor shall use due diligence to restore the service.
- 3.14.4 Without prejudice to the Authority's rights in terms of any law, if at any time during the term of the lease, the leased premises or any part of the building wherein the leased premises is located is damaged or destroyed by fire, or there exists any other hazard or risk, but in a way that does not render the premises unfit for the conduct of Authority's business or that does not injure the Authority's business, the contractor shall promptly and through the exercise of due diligence repair the damage and restore the premises, at his expense, to the condition in which the premises existed immediately prior to the damage or destruction.
- 3.14.5 The Contractor shall indemnify and hold harmless the Authority against and from all claims, liabilities, costs, expenses, actions or proceedings it may face or suffer at any time including, without limitation whatsoever, to claims for personal injury or damage caused by the building or the site, or arising from the performance of the works required to be carried out in terms of this tender or part thereof or by any act whether by omission or commission of the Contractor, its officers, employees, agents, or sub-contractors. This clause shall survive the expiration of the Contract.
- 3.14.6 The Authority does not warrant the accuracy of any representation which may have been made to the tenderer at any time prior to the conclusion of the Contract and the tenderer acknowledges that he did not rely upon any representation made by or on behalf of the Authority before submitting the tender offer or entering into the Contract.
- 3.14.7 The award of the Contract does not exonerate the Contractor from the obligation of obtaining any permit and / or license that may be required under any law, principal or subsidiary, in force in Malta from time to time.
- 3.14.8 The Contractor shall have the right to access the site and the building by providing at least one weeks' notice to the Authority. Access shall be exercised during the times advised to him by the Authority.
- 3.14.9 The Contractor expressly waives its right to any abatement of any penalty he may incur in terms of this Agreement to which he may be entitled to in terms of section 1122(1)(b) of the Civil Code.
- 3.14.10 The Authority may at any time during the period of the lease carry out any additional alteration works, services, improvements and finishes to the leased premises which are of a non-structural nature at its expense and without the need of any form of consent of the contractor.
- 3.14.11 The Authority shall be responsible for the following:
- (i) payment of metered water and electricity consumption solely with respect to such water and electricity consumed within the leased areas of the premises;
  - (ii) payment of the Authority's share with respect to metered water and electricity consumption of the common parts of the premises.
- 3.14.12 The Authority may at any time sublet or assign any of its interests under the leases without the consent, written or otherwise, of the contractor.

- 3.14.13 The Authority may exercise its option to renew the lease for office space, prior to expiry of the first term of 5 years for an additional period of 5 years, by giving the contractor(s) written notice on or before one hundred and eighty (180) days before the expiry of the primary term of the lease.
- 3.14.14 The Authority may at any time during the period of the lease install a photovoltaic system covering an area of up to 20 m<sup>2</sup> on the roof of the premises. The area of the roof where such a PV system shall be sited should be in an area which is not shaded by any neighbouring buildings and, or any obstacles.

### **3.15 Delays**

- 3.15.1 Without prejudice to the Authority's right to dissolve the contract *ipso jure* by effect of the failure to deliver the site and/or building by **1<sup>st</sup> June 2013** as required in this document, such failure shall, in addition to any liabilities incurred by the Contractor under these Conditions and / or the Contract, render also the Contractor liable by way of a penalty of €150 per day for the first 30 days and of €500 per day thereafter, unless the Authority, after having been notified by the Contractor is of the opinion that such delay has arisen from causes which were unavoidable and which could not be foreseen or overcome by the Contractor. In such case the Authority shall decide the extent, if any, of the deduction. This is without prejudice to the right of the Authority to terminate the contract and obtain compensation for damages from the Contractor.
- 3.15.2 In the event of any of the following, the Authority shall have the right to carry out the works itself or request a third party to carry the works, at the cost of the Contractor, without prejudice to the rights of the Authority to recover from the Contractor, any damages incurred:
- a) Late delivery of the site and/or building in whole, or in part, or not in accordance with the requirements and specifications of this document, or outright failure to effect delivery of the site and/or building;
  - b) Abandonment of the Contract, provided that the Contract shall be deemed abandoned in any of the following circumstances:
    - i. The Contractor fails to commence Work within three (3) working days from the date indicated in his offer for commencement of such works or from the order to start work whichever is the later;
    - ii. The Contractor stops work for five (5) consecutive working days without previously obtaining the written permission of the Authority;
    - iii. The Contractor for any cause whatsoever, becomes unable or fails to carry out the Contract as agreed; or should he not progress with the Work in the manner intended by the Contract; or should his preparations for commencement or his subsequent rate of progress be slow, such that in the opinion of the Chief Executive Officer he will be unable to complete and deliver the Work or Goods by the expiration of the Contract Term; or should he refuse or neglect to comply with the directions given to him by the Chief Executive Officer.
- 3.15.3 Any penalties or damages payable by the Contractor to the Authority may be withdrawn from the bid bond.

### **3.16 Payments**

- 3.16.1 Payments shall be made on a quarterly basis in advance, within 30 days of receipt of invoice.

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

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## 4. EVALUATION OF OFFERS & CONTRACT AWARD

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### 4.1 *Opening of Offers*

- 4.1.1 Tender offers will be opened in public session on the date and time indicated in this tender at the Malta Resources Authority, Millennia, Aldo Moro Road, Marsa, MRS 9065 Malta.
- 4.1.2 A 'Summary of Tender Offers Received' will be published on the notice board at the Malta Resources Authority and will also be available on the Authority's website, [www.mra.org.mt](http://www.mra.org.mt)

### 4.2 *Evaluation of Offers*

- 4.2.1 After the opening of the tender offers, no information about the examination, clarification, evaluation or comparison of tender offers or decisions about the contract award may be disclosed before the notification of award.
- 4.2.2 Information concerning checking, explanation, opinions and comparison of offers 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.
- 4.2.3 Any attempt by any tenderer to approach any member of the Evaluation Committee/ Authority directly during the evaluation period will be considered legitimate grounds for disqualifying his tender offer.
- 4.2.4 When checking and comparing offers, the evaluation committee may ask a tenderer to clarify any aspect of his offer. 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 offer except to correct arithmetical errors discovered by the evaluation committee when analysing tender offers.
- 4.2.5 The quality of each tender offer will be evaluated and ranked based upon :
- (i) total lease value;
  - (ii) location, accessibility and layout;
  - (iii) condition and state and level of readiness,
  - (iv) services installed and offered;
  - (v) parking facilities and amenities, both offered by the tenderer as well as consideration of public parking spaces in the vicinity of the premises.
- 4.2.6 Preference will be given to tenderers offering premises:
- (i) in an advanced stage of completion and requiring only minor alteration works, improvements or finishes;
  - (ii) designed, constructed and operated to high sustainability building standards (such as BREEAM, LEED, or equivalent) and rated as such;
  - (iii) where parking facilities are provided for use by the Authority. Any parking facilities including the number of designated parking spaces offered by the tenderer shall be separately priced and clearly indicated in the offer. Such parking facilities should be fully maintained. The Authority shall consider such parking facilities as optional in the evaluation of the tender offers.



- 4.2.7 Tenderers are to ensure that they make available for inspection by the Authority the premises offered during this Evaluation Stage.
- 4.2.8 Admissible offers 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.
- 4.2.9 The amount stated in the tender offer 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 communicate the revised price to the tenderer. If the tenderer does not accept the adjustment, his offer will be rejected and his Bid Bond forfeited.
- 4.2.10 When analysing the tender offer, the evaluation committee will determine the final tender price after adjusting it on the basis of Clause 4.2.9.
- 4.2.11 The successful tenderer and all other tenderers will be informed by the Authority in writing of its notice of intent to award the contract to the successful tenderer pending any arbitration proceedings in line with section 4.4.

### **4.3 *Right of the Authority to accept or reject any Offer***

- 4.3.1 The Authority reserves the right to accept or reject any offer and/or to cancel the whole procedure and reject all offers. The Authority reserves the right to initiate a new tender.
- 4.3.2 In the event of cancellation of this tender's procedure, tenderers will be notified by the Authority. If the procedure is cancelled before the outer envelope of any tender offer has been opened, the sealed envelopes will be returned, unopened, to the tenderers.
- 4.3.3 Cancellation may occur where:
- (a) the tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no response at all;
  - (b) the economic or technical parameters of the project have been fundamentally altered;
  - (c) exceptional circumstances or force majeure render normal performance of the project impossible;
  - (d) all technically compliant tender offers exceed the financial resources available;
  - (e) there have been irregularities in the procedure, in particular where these have prevented fair competition.
- 4.3.4 **In no circumstances will the Authority be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of a tender offer, even if the Authority has been advised of the possibility of damages. The publication of a contract notice does not commit the Authority to implement the programme or contract.**

#### **4.4 Appeals**

- 4.4.1 Tenderers accept that they have no right of appeal from any decision taken by the Authority or the Evaluation Committee during the Procurement Procedure, in terms of the Public Procurement Regulations 2010 since this tender falls outside the scope of these regulations.
- 4.4.2 For the benefit of the Authority, tenderers shall submit to the exclusive jurisdiction of an arbitral tribunal in terms of the Arbitration Act (Chapter 387 of the Laws of Malta) in the case that they feel aggrieved by the award.
- 4.4.3 The procedure to be followed shall, except as provided hereunder, be that stipulated in Part IV of the Arbitration Act and the Arbitration Rules, 2004 (L.N 421 of 2004):
- a) The aggrieved tenderer, hereinafter the "Claimant", shall, within ten days from when the Authority publishes the award decision at its main offices, file a notice of objection with the Authority, stating briefly the points at issue. The notice of objection shall be addressed to the Chairman of the Authority. The notice of objection shall only be valid if accompanied by a deposit payable to the Authority, of three thousand euro (€3,000) which deposit shall only be refundable in the case that an arbitration award is given in the Claimant's favour.
  - b) Upon notification of the notice of objection, the Authority shall within one working day publish the notice of objection at its main offices and suspend the award procedure.
  - c) Within three days from the publication of the notice of objection, any other tenderer may register an interest with the Authority. The registration of the interest shall only be valid if accompanied by a fee of one thousand Euro (€1,000) payable to the Authority. This fee shall not be refundable. The Authority shall publish the names of the tenderers who have registered an interest within one working day and shall notify the same to the tenderer who has filed the notice of objection.
  - d) The Claimant shall, within five working days from having filed the notice of objection, file a Notice of Arbitration with the Malta Arbitration Centre. The Notice of Arbitration and all documents filed with the Malta Arbitration Centre subsequently thereto shall be notified to the Authority and any other tenderer who has registered an interest with the Authority. In the event, that the Notice of Arbitration is not filed within the stipulated five working days, the notice of objection shall be deemed abandoned, and the Authority shall proceed with the award of the Contract. In the event that the Notice of Arbitration is filed, the award procedure shall be suspended until the dispute is determined.
  - e) The arbitration proceedings shall be presided by three persons, one to be nominated by the claimant upon filing his Statement of Claim, the other to be nominated by the Authority upon filing its Statement of Defence, and the other to be nominated by the Chairman of the Arbitration Centre within a period of four working days from the filing of the Notice of Arbitration. The arbitrator appointed by the Chairman shall preside the arbitration proceedings.
  - f) The Notice of Arbitration and the Statement of Claim and all the documents of the Arbitral proceedings shall be served on the Authority and all the tenderers who have registered an interest.
  - g) All the tenderers who have registered an interest in the proceedings shall be entitled to file a Statement of Defence.
  - h) The Notice of Arbitration and the Statements filed with the Malta Arbitration Centre shall be published at the Authority's main offices by not later than two working days from notification to the Authority.
  - i) A fee of €5,000 shall be payable to the Authority by any party who causes a postponement of any hearing before the Arbitral Tribunal.

- j) The Arbitration Award shall be given within thirty (30) days from when the last of the three arbitrators are appointed. The Arbitrators shall, before accepting appointment be given a copy of this clause and signify their availability for hearings in order that the Arbitration Award may be given within the time frame stipulated herein.
- k) No appeal shall lie from the Arbitration Award.
- l) The Arbitration Proceedings shall be held in Malta.

#### **4.5 Contract Award**

- 4.5.1 After the lapse of the period for filing objection for arbitration, and pending that no objections have been received and/or upheld, the successful tenderer may be invited to clarify any contractual questions. Such clarification will be confined to issues that had no direct bearing on the choice of the successful tender offer. 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.
- 4.5.2 Within 15 calendar days of receiving the contract from the Authority, the successful tenderer shall enter into contract award agreement with the Authority. The agreement shall bind the successful tenderer to:
  - (i) execute any alteration works, services, improvements, partitioning and all finishes which are required to be carried out in accordance with the tender requirements within 4 months from date of the contract award agreement and
  - (ii) enter into the lease agreement with the Authority for the lease of such premises as provided for in this tender and which lease shall commence on 1<sup>st</sup> June 2013 or at such later date as may be determined by the Authority in the event that date of the contract award agreement is later than the 1<sup>st</sup> February 2013.
- 4.5.3 In the event that the successful tenderer fails to carry out any such any alteration works, services, improvements, partitioning and, or finishes to the satisfaction of the Authority and in accordance with the conditions of the tender, the Authority will not be bound to enter into the lease agreement with such tenderer and the Authority shall not be liable to any penalties, damages or in any other manner whatsoever.
- 4.5.4 Before the 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 Tenderer's Declarations- section 7. The above mentioned documents must be submitted by every member of a Joint Venture/Consortium (if applicable).
- 4.5.5 If the selected tenderer fails to sign the contract, and other required documentation required within the prescribed 15 calendar days, the Authority may consider the acceptance of the offer to be cancelled without prejudice to the Authority's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the Authority.
- 4.5.6 The tenderer whose offer has been evaluated as second most advantageous may be recommended for award, and so on and so forth.
- 4.5.7 Only the signed contract will constitute an official commitment on the part of the Authority, and activities may not begin until the contract has been signed by the Authority and the successful tenderer.
- 4.5.8 Bid bonds provided by tenderers who have not been selected shall be released within 30 calendar days from the signing of the contract. The bid bond of the successful tenderer shall be released on the signing of the lease agreement.

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## 5. SCHEDULE OF RATES

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### 5.1 *Preamble to Schedule of Rates*

- 5.1.1 Rates and prices must be entered against each item in the Schedule of Rates.
- 5.1.2 The rates will cover all taxes duties, levies, charges, and other liabilities and inclusive of all extra costs or additions which are not stated separately in the Schedule of Rates.
- 5.1.3 The rates inserted in the Schedule of Rates are to be also inclusive values of all alteration works, services, improvements and finishes referred to in the tender, 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.
- 5.1.4 Any 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.
- 5.1.5 Prospective tenderers are advised to note that in accordance with VAT legislation the Malta Resources Authority is not a VAT registered entity.

## Schedule of Rates

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

### SCHEDULE A : Lease of Office Space

Item No.	Description	Unit	Quantity	Rate including VAT, Duties & Other Taxes/ Charges (where applicable) €	Total including VAT, Duties & Other Taxes/ Charges (where applicable) €
1.1	Annual lease of office space and common parts with an approximate floor area of 1200 m <sup>2</sup> of office space for a term of 5 years as specified.	years	5		
1.2	Annual fee for : (i) all extraordinary and ordinary maintenance and repairs to the office space, installations and services and to the common parts and  (ii) cleaning to the common parts and to the facades of the premises  for a term of 5 years as specified.	years	5		
1.3	Annual lease of office space and common parts with an approximate floor area of 1200 m <sup>2</sup> of office space for a second term of 5 years as specified.	years	5		
1.4	Annual fee for : (i) all extraordinary and ordinary maintenance and repairs to the office space, installations and services and to the common parts and  (ii) cleaning to the common parts and to the facades of the premises  for a second term of 5 years as specified.	years	5		
<b>TOTAL</b>					

**SCHEDULE B : Lease of Parking Spaces (optional)**

Item No.	Description	Unit	Quantity	Rate per parking space including VAT, Duties & Other Taxes/ Charges (where applicable) €	Total per parking space including VAT, Duties & Other Taxes/ Charges (where applicable) €
2.1	Annual lease per parking space offered for a term of 5 years	years	5		
2.2	Annual fee for all extraordinary and ordinary maintenance and repairs, and related to per parking space offered, for a term of 5 years as specified.	years	5		
2.3	Annual lease per parking spaces offered for a second term of 5 years	years	5		
2.4	Annual fee for all extraordinary and ordinary maintenance and repairs, and related to per parking space offered, for a second term of 5 years as specified.	years	5		
<b>TOTAL</b>					

<b>Maximum no of fully maintained parking spaces that are offered by tenderer for a term of 5 years (to be completed by tenderer)</b>	
<b>Maximum no of fully maintained parking spaces that are offered by tenderer for a second term of 5 years (to be completed by tenderer)</b>	

**Notes:**

1. In accordance with Value Added Tax Act (Chapter 406 of the Laws of Malta), the Malta Resources Authority is not a VAT-registered entity.

In terms of Part 2 of the Fifth Schedule of the Value Added Tax Act, the letting of immovable property is exempt without credit.

2. Any fully maintained parking spaces offered by the tenderer should be separately indicated as provided in Schedule B. Such parking spaces shall be considered as optional by the Authority in the evaluation of the tender offers and any eventual award of the contract.

**Name of Tenderer:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**I.D. No.:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

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## 6. BID BOND

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**[On the headed notepaper of the financial institutions providing the guarantee]**

Whereas the Chief Executive Officer of the Malta Resources Authority has invited tender offers for **the Lease of Office Space for the Malta Resources Authority**, and whereas Messrs ..... [Name of tenderer] (hereinafter referred to as the Tenderer) is submitting such a tender offer in accordance with such invitation, we ..... [Name of Bank], hereby guarantee to pay you on your first demand in writing a maximum sum of ..... Euro (€.....) in case the Tenderer withdraws his offer before the expiry date or in the case the Tenderer fails to provide the Performance Bond, if called upon to do so in accordance with the Conditions of Contract.

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

This guarantee is valid until for 150 days from closing date of submission of offers. 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 at this office in writing not later than the above-mentioned expiry date.

This document should be returned to us for cancellation or utilisation 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 for cancellation or not, and our liability hereunder shall terminate.

Yours faithfully,

.....  
Bank Manager

.....  
Date

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## 7. TENDERER'S DECLARATION

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

In response to your Request for Proposals 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 Authority) for invitation to submit proposals No MRA/1/2012/1 of 2/10/12. 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 offer not being considered any further.
- 2 We offer to provide, in accordance with the terms of the tender and the conditions and time limits laid down, without reserve or restriction, the lease of office space and parking spaces as indicated in Schedule B.
- 3 The prices of our tender offer (inclusive of duties, VAT, other taxes and any discounts) are as follows:  
  
[.....] - Schedule A – Lease of Office Space  
  
[.....] -Schedule B – Lease of Parking Spaces (optional) / per parking space
- 4 This offer is valid up to [.....] (equivalent to 150 days after the deadline for submission of offers indicated in the contract notice).
- 5 We are making this application in our own right and [as partner in the consortium led by < name of the leader / ourselves > ] for this tender. We confirm that we are not tendering for the same contract in any other form. [We confirm, as a partner in the consortium, that all partners are jointly and severally liable by law for the performance of the contract, that the lead partner is authorised to bind, and receive instructions for and on behalf of, each member, and that all partners in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's performance]. We are fully aware that, in the case of a consortium, the composition of the consortium cannot be modified in the course of the tendering procedure.
- 6 We are not bankrupt or under an administration appointed by the Court, or under proceedings leading to a declaration of bankruptcy. We also declare that we have not been convicted criminally, or found guilty of professional misconduct. Furthermore, we are up-to-date in the payment of social security contributions and other taxes.
- 7 We accept that we shall be excluded from participation in the award of this contract if compliance certificates in respect of declarations made under Clause 7 of this declaration are not submitted by the indicated dates.
- 8 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 offer in this procedure. We recognise that our offer 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 offer.



- 9 We will inform the Authority immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any false, inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the Government of Malta and the European Communities.
- 10 Our 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) **Bid Bond**
  - (b) **General Information**
    - Proof of Purchase (Receipt)
    - Statement on Conditions of Employment
  - (c) **Evaluation Criteria/Technical Specifications**
    - Technical Offer
    - Literature
  - (d) **Financial Offer**
- 

- 12 We note that the Authority is not bound to proceed with this 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 offer on behalf of: \_\_\_\_\_

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

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

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

## 8. TENDER FORM

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

Publication reference: MRA/1/2012/1  
Tender for the Lease of Office Space for the Malta Resources Authority

<b>A. TENDER SUBMITTED BY:</b>	<i>(This will be included in the Summary of Tenders Received)</i>		
<b>In case of a Joint Venture/Consortium:</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).

Service 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 services (details to be specified)
1			
2			
(.)			

### B CONTACT PERSON (for this tender)

<b>Name</b>		<b>Surname</b>	
<b>Telephone</b>	( ) _____	<b>Fax</b>	( ) _____
<b>Address</b>	..... ..... .....		
<b>E-mail</b>			

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**9. STATEMENT ON CONDITIONS OF EMPLOYMENT**

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**Tenderers are to ensure that self-employed personnel registered with Maltese Authorities are not engaged as employees of the company on this contract. Self-employed personnel may be engaged as subcontractors or as partners in a Joint Venture.**

**Non-compliance will invalidate the contract.**

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

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

I agree and commit to submit a copy of the monthly payslips of the employees being detailed to carry out the services and also the copies of the FS3 forms at the end of the year if so requested.

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

Date: .....

## 10. SUBMISSION CHECKLIST

Tenderers are requested to tick in the boxes below to cross check that all documentation required in the tender are completely filled-in and submitted with his/her submission.

No	Item Description	Reference	Tick as applicable
1	Tenderer's Details	Section 3.4.1 (i)	
2	Information of Ownership of Site / premises and proof of legal title thereon.	Section 3.4.1 (ii)	
3	Detailed Description of Premises and Location (a) Site Plan – Scale 1:2500 and Photos of site (b) Architectural drawings (scale 1:100) (c) Parking availability (both those offered by tenderer & indication of public parking available in vicinity of the premises) (d) Drawings and technical specifications of partitioning, interior decoration, fixtures, finishes, building services, other services, PABX	Section 3.4.1 (iii)	
4	Copies of MEPA permits and compliance certificates including all approved drawings for all premises offered	Section 3.4.1 (iv)	
5	Declaration that premises available by 1 <sup>st</sup> June 2013	Section 3.4.1 (v) (a)	
6	Tenderer's Declaration	Section 3.4.1 (v) (b) Section 7	
7	Tender Form	Section 3.4.1 (v) (b) Section 8	
8	Statement on Conditions of Employment	Section 3.4.1 (v) (c) Section 9	
9	Certification by a Perit	Section 3.4.1 (v) (d)	
10	Certifications by warranted engineers	Section 3.4.1 (v) (e)	
11	Project Schedule	Section 3.4.1 (vi)	
12	Financial Offer – Schedule of rates	Section 3.4.1 (vii) Section 3.5 Section 5	
13	Bid Bond	Section 3.4.1 (viii) Section 3.7 Section 6	
14	Data on Joint Venture / Consortium	Section 3.4.5	
15	Data on sub-contractors	Section 3.4.6	
16	Proof of Purchase	Section 3.4.1 (i)	

No	Item Description	Reference	Tick as applicable
17	No alterations to the document have been made	Section 3.1	

**Name of Tenderer:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**I.D. No.:** \_\_\_\_\_ **Signature:** \_\_\_\_\_