

**TENDER FOR THE PURCHASE OF A NEW GENERAL
SERVICE CAR FOR THE MALTA BROADCASTING
AUTHORITY**

BA REF: 12/68

Closing Date: Friday 25th May 2012 at 12.00 noon

Date Published: 26th April 2012

Cost of Tender Document: €25

TENDER FOR THE PURCHASE OF A NEW GENERAL SERVICE CAR

Table of Contents

Table of Contents	2
VOLUME 1 SECTION 1 - INSTRUCTIONS TO TENDERERS	4
A. GENERAL PART	4
1. General Instructions.....	4
2. Timetable.....	5
3. Lots.....	5
4. Financing.....	5
5. Eligibility.....	5
6. Selection Criteria.....	5
7. Multiple Tenders.....	5
8. Tender Expenses.....	6
9. Clarification Meeting/Site Visit	6
B. TENDER DOCUMENTS	6
10. Content of Tender Document.....	6
11. Explanations/Clarification Notes Concerning Tender Documents.....	6
12. Labour Law	7
13. Law.....	7
C. TENDER PREPARATION	7
14. Language of Tenders.....	7
15. Presentation of Tenders.....	7
16. Content of Tender (Single-Envelope System).....	7
17. Tender Prices	8
18. Currencies of Tender and Payments.....	9
19. Period of Validity of Tenders	9
20. Tender Guarantee (Bid Bond)	9
21. Variant Solutions	9
22. Preparation and Signing of Tenders.....	9
D. SUBMISSION OF TENDERS.....	10
23. Sealing and Marking of Tenders.....	10
24. Extension of Deadline for Submission of Tenders.....	10
25. Late Tenders	10
26. Alterations and Withdrawal of Tenders	10
E. OPENING AND EVALUATION OF OFFERS	10
27. Opening of Tenders.....	10
28. Secrecy of the Procedure.....	11
29. Clarification of Tenders	11
30. Tender Evaluation Process.....	11
31. Correction of Arithmetical Errors.....	12
F. CONTRACT AWARD.....	12
32. Criteria for Award	12
33. Right Of The Central Government Authority To Accept Or Reject Any Tender.....	12
34. Notification of Award, Contract Clarifications	13
35. Contract Signing and Performance Guarantee.....	13
36. Period of Delivery.....	14
G. MISCELLANEOUS.....	14
37. Ethics Clauses.....	14
38. Data Protection and Freedom of Information	14
39. Gender Equality	14
VOLUME 1 SECTION 2 - TENDER FORM	15

VOLUME 1 SECTION 3 - TENDER GUARANTEE FORM	Error! Bookmark not defined.
VOLUME 1 SECTION 4 - TENDERER'S STATEMENTS	Error! Bookmark not defined.
2 - List of Principal Deliveries.....	18
3 - Literature/List of Samples.....	19
VOLUME 1 SECTION 5 - GLOSSARY	20
VOLUME 1 SECTION 6 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS	22
Part XIII - Appeals.....	22
VOLUME 2 SECTION 1 - DRAFT CONTRACT FORM	23
VOLUME 2 SECTION 2 - GENERAL CONDITIONS	25
VOLUME 2 SECTION 3 - SPECIAL CONDITIONS.....	26
Article 2: Law Applicable.....	26
Article 4: Communications	26
Article 9: The Contractor's Obligations	26
Article 10: Origin.....	26
Article 15: Tender Prices	26
Article 18: Commencement Order	26
Article 19: Delays in Execution.....	26
Article 25: Inspection and Testing	26
Article 26: Methods of Payment	26
Article 29: Delivery.....	27
Article 32: Warranty	27
Article 33: After-Sales Service.....	27
Article 35: Breach of Contract.....	27
Article 41: Dispute Settlement by Litigation	27
VOLUME 2 SECTION 4 - SPECIMEN PERFORMANCE GUARANTEE	28
VOLUME 3 - TECHNICAL SPECIFICATIONS	29
Part 1 - To be specified by the Contracting Authority in the tender document	29
VOLUME 4 - FINANCIAL BID	30

~~~~~

# 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 Broadcasting 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 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, and will be subject to a non-refundable administrative penalty of €50: 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 The subject of this tender is the supply, delivery and after-sales services of the following goods:

- To purchase and supply 1 (one) brand new general service car for the Malta Broadcasting Authority

- 1.3 The place of acceptance of the vehicle shall be at the Malta Broadcasting Authority, 7, Mile End Road, Hamrun HMR 1719 and the time-limits for delivery shall be within 8 (eight) weeks after the signing of the contract, duty paid, which includes the registration tax, eco tax and licence price.

- 1.4 This is a unit-price contract.

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

- 1.6 The Broadcasting 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                              | 11 <sup>th</sup> May 2012 |           |
| Last date on which additional information are issued by the Contracting Authority                               | 18 <sup>th</sup> May 2012 |           |
| Deadline for submission of tenders / Tender Opening Session (unless otherwise modified in terms of Clause 11.3) | 25 <sup>th</sup> May 2012 | 12.00 p.m |
| * All times Central European Time (CET)                                                                         |                           |           |

## 3. Lots

- 3.1 This tender is not divided into lots.

## 4. Financing

- 4.1 The project is *financed* from the recurrent expenditure budget of the Broadcasting Authority.

## 5. Eligibility

- 5.1 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.

## 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.

## 7. Only One Tender per Tenderer

- 7.1 Submission or participation by a tenderer in more than one tender for a contract will result in the disqualification of all those tenders for that contract in which the party is involved.
- 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 subcontractor by any another tenderer, or joint venture/consortium.

- 7.4 A company may act as a subcontractor 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 Broadcasting 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. Clarification Meeting/Site Visit***

- 9.1 No clarification meeting is planned.

# **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                                                                                                                                                                                                 |
|          | <ul style="list-style-type: none"><li>• General Conditions (available online from <a href="http://www.contracts.gov.mt/conditions">www.contracts.gov.mt/conditions</a>)</li><li>• Special Conditions</li></ul> |
| Volume 3 | Technical Specifications                                                                                                                                                                                       |
| Volume 4 | Model Financial Bid                                                                                                                                                                                            |
- 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 Broadcasting Authority before the deadline for submission of tenders as indicated in clause 2. The Authority must reply to all tenderers' questions and amend the tender documents by publishing clarification notes, up to at least 6 (six) 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 Broadcasting Authority ([www.ba-malta.org](http://www.ba-malta.org)) within the respective tender's page, under the subheading "Preview & Free Tender Documents, and 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 Broadcasting 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

Not applicable.

## 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 supply.

## 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 Broadcasting 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 area of the Broadcasting Authority at 7, Mile End Road, Hamrun, Malta.
  - (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 name of the tenderer.

### 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 required.)

(b) General / Administrative Information<sup>(Note 1)</sup>

- (i) Proof of Purchase of tender document (receipt)

#### Selection Criteria

(c) Financial and Economic Standing<sup>(Note 2)</sup>

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

(d) Technical Capacity<sup>(Note 3)</sup>

- (i) List of principal deliveries effected during the last 3 years (Volume 1, Section 4)

(e) *Evaluation Criteria/Technical Specifications*<sup>(Note 2)</sup>

- (i) Tenderer's Technical Offer in response to specifications (Volume 3)
- (ii) Literature/List of Samples

(f) *Financial Offer*<sup>(Note 2)</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 Delivered Duty Paid (DDP) for the supplies tendered [inclusive of spare parts/after-sales services/maintenance (as applicable)] in the form provided in Volume 4. (Note:- the Broadcasting Authority is not exempt from paying Registration Tax)

Notes to Clause 16.1:

1. *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.*
2. *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 Tenderers will be deemed to have satisfied themselves, before submitting their tender, to its correctness and completeness, to have taken account of all that is required for the full and proper performance of the contract, and to have included all costs in their rates and prices.
- 17.2 The tender must be submitted in Euro (€).
- 17.3 Tenderers must quote all components of the price inclusive of all taxes, customs and import duties, eco tax and registration tax, licence 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 supply must be all inclusive. The prices quoted are fixed and not subject to revision or escalation in costs, unless otherwise provided for in the Special Conditions.
- 17.7 The budget available for this tender is €14,000 including all costs and taxes.  
VAT is to be quoted separately.



## ***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 all documents must be expressed in Euro (€)
- 18.2 Payments will be made upon certification of supplies by the Broadcasting Authority, based on the invoice issued by the Contractor, in accordance with the timeframes, terms and conditions of 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 Broadcasting 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- if bid bond is applied). 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 Bid Bond is required for this tender.

## ***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 Broadcasting Authority.
- 22.3 The tender must contain no changes or alterations, other than those made in accordance with instructions issued by the Broadcasting 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 Broadcasting Authority.

## **D. SUBMISSION OF TENDERS**

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

- 23.1 The tenders must be submitted in English and deposited in the Broadcasting Authority's tender box before the deadline specified in Clause 2 They must be submitted:

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

Broadcasting Authority  
7, Mile End Road,,  
Hamrun HMR 1719  
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 Broadcasting 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 Broadcasting 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 Broadcasting 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 Broadcasting 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 deadline for submission of tenders. 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 (if applicable).

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

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

- 27.1 Tenders will be opened in public session on the date/time indicated in the timetable at Clause 2 (or as otherwise specified in accordance with Clause 11.1 and/or 24.1) at the Broadcasting Authority 7 Mile End Road, Hamrun- Malta by at least two members of the Evaluation Committee. They will draw up a 'Summary of Tenders Received' which will be published on the notice board at the reception area.

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 (if applicable) and any other information the Broadcasting 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/Broadcasting 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 General Contracts 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 General Contracts 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, and will be subject to a non-refundable administrative penalty of €50: 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.

### 30.3 Part 2: Eligibility and Selection Compliance

Tenders which have been considered administratively compliant shall be evaluated for admissibility as outlined below:

#### *(i) Eligibility Criteria*

- Tender Form (Volume 1, Section 2)

#### *(ii) Selection Criteria*

- Evidence of financial and economic standing (sub-Clause 6.1.1)
- Evidence of technical capacity (sub-Clause 6.1.2)

### 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 Broadcasting Authority as per sub-Clause 16(e)), classifying them technically compliant or non-compliant.

### 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.

## ***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 General Contracts 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 Broadcasting Authority To Accept Or Reject Any Tender***

33.1 The Broadcasting Authority reserves the right to accept or reject any tender and/or to

cancel the whole tender procedure and reject all tenders. The Broadcasting Authority reserves the right to initiate a new invitation to tender.

33.2 In the event of a tender procedure's cancellation, tenderers will be notified by the Broadcasting 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.

33.3 Cancellation may occur where:

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

In no circumstances will the Broadcasting 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 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 project announced.

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

34.1 Prior to the expiration of the period of validity of tenders, the Broadcasting Authority will notify the successful tenderer, in writing, that his tender has been recommended for award by the Evaluation 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 in line with the Broadcasting Authority's operating procedures.

#### *35. Contract Signing and Performance Guarantee(Warranty)*

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.

35.2 Within 15 calendar days of receiving the contract (against acknowledgment of receipt) from the Broadcasting Authority, the successful tenderer will sign and date the contract and return it to the Broadcasting Authority with the warranty/performance guarantee. On signing of the contract by the Broadcasting Authority, the successful tenderer will become the Contractor and the contract will enter into force.

35.3 Before the Broadcasting 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).

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 Broadcasting Authority may consider the acceptance of the tender to be cancelled without prejudice to the Broadcasting 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 Broadcasting Authority Authority.

The tenderer whose tender has been evaluated as [second cheapest/second most economically advantageous] may be recommended for award, and so on and so forth.

### *36. Period of Delivery*

- 36.1 The period of delivery indicated in Clause 1.3 of the Instructions to Tenderers commences from the date of last signature of contract.
- 36.2 The Contractor must inform the Broadcasting 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 Broadcasting 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.
- 37.3 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.
- 37.9 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 Broadcasting 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 Broadcasting 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 Broadcasting Authority in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). The Broadcasting 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 Broadcasting Authority in terms of the Act.

### *39. Gender Equality*

- 39.1 Not applicable

## VOLUME 1 SECTION 2 - TENDER FORM

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

Tender for the purchase of a new general service car for the Malta Broadcasting Authority (BA ref 12/3)

|                                                            |  |                    |                                                   |
|------------------------------------------------------------|--|--------------------|---------------------------------------------------|
| <b>A. TENDER SUBMITTED BY:</b>                             |  |                    |                                                   |
| (This will be included in the Summary of Tenders Received) |  |                    |                                                   |
| <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).

### B CONTACT PERSON (for this tender)

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

## C TENDERER'S DECLARATION(S)

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

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

- 1 We have examined, and accept in full and in its entirety, the content of this tender document (including subsequent Clarifications Notes issued by the Broadcasting Authority for invitation to tender for the provision of a general service office car. 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:-

Supply of :- ONE BRAND NEW GENERAL SERVICE OFFICE CAR.

- 3 The total price of our tender (inclusive of duties, VAT, other taxes and any discounts) is:  
[.....] (Volume 4 - Financial Bid Grand Total Refers)
- 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 warranty on the supply as per Article 32 of this tender document.
- 6 We are making this application in our own right for this tender. We confirm that we are not tendering for the same contract in any other form.
- 7 We are not bankrupt or under an administration appointed by the Court, or under proceedings leading to a declaration of bankruptcy. We also declare that we have not been convicted criminally, or found guilty of professional misconduct. Furthermore, we are up-to-date in the payment of social security contributions and other taxes.
- 8 We accept that we shall be excluded from participation in the award of this 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 Broadcasting 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>
    - o Proof of Purchase (Receipt)
  - (c) Selection Criteria <sup>(Note 2)</sup>
    - o *Financial and Economic Standing* <sup>(Note 2)</sup>



o *No evidence of economic and financial standing is required.)*

(d) **Technical Capacity** <sup>(Note 3)</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 o*
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 o*
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 Broadcasting 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 will be subject to a non-refundable administrative penalty of €50, and that failure to comply shall result in our offer not being considered any further.
- 13 We note that the Broadcasting Authority is not bound to proceed with this invitation to tender and 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: \_\_\_\_\_

**VOLUME 1 SECTION 4 – TENDERER’S STATEMENTS***1 - List of Principal Deliveries*

List of principal deliveries affected during the past 3 years:

| Description of Supplies | Total Value of Supplies | Date of Delivery | Client* / Contracting Authority* |
|-------------------------|-------------------------|------------------|----------------------------------|
|                         |                         |                  |                                  |
|                         |                         |                  |                                  |
|                         |                         |                  |                                  |
|                         |                         |                  |                                  |
|                         |                         |                  |                                  |
|                         |                         |                  |                                  |
|                         |                         |                  |                                  |
|                         |                         |                  |                                  |
|                         |                         |                  |                                  |

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

Signature: .....  
(the person or persons authorised to sign on behalf of the 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  | Brochures and any relevant material of the proposed vehicle which material should also include detailed specifications of the vehicle |                                       |
| 1.2  | Clear indication that the vehicle supplied meet Euro 5 standards at minimum.                                                          |                                       |
| 1.3  |                                                                                                                                       |                                       |
| 1.4  |                                                                                                                                       |                                       |
| 1.5  |                                                                                                                                       |                                       |
| 1.6  |                                                                                                                                       |                                       |
| 1.7  |                                                                                                                                       |                                       |
| 1.8  |                                                                                                                                       |                                       |
| 1.9  |                                                                                                                                       |                                       |

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 Project Manager to the Contractor in writing regarding the execution of the contract.

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

**Central Government Authority:** means the Department of Contracts

**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 Central Government 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 subcontractors 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 Central Government 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.

**Project Manager :** The legal or natural person responsible for monitoring the execution of the contract on behalf of the Contracting Authority, where the latter is not the Central Government Authority.

**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 XIII - Appeals*

The full procedure for the submission of appeals is stipulated in Part XIII of the Public procurement Regulations (Legal Notice 296/2010). An extract (only) noting the procedure for filing a notice of objection is reproduced hereunder for ease of reference.

Any tenderer or candidate concerned, or any person, having or having had an interest or who has been harmed or risks being harmed by an alleged infringement or by any decision taken including a proposed award in obtaining a contract or a cancellation of a call for tender, may file a notice of objection with the Review Board.

The notice shall be filed within ten calendar days following the date on which the contracting authority has by fax or other electronic means sent its proposed award decision.

The communication to each tenderer of the proposed award shall be accompanied by a summary of the relevant reasons relating to the rejection of the tender as set out in regulation 44(3), and by a precise statement of the exact standstill period.

The notice of objection shall only be valid if accompanied by a deposit equivalent to one per cent of the estimated value of the tender submitted by the tenderer, provided that in no case shall the deposit be less than one thousand and two hundred euro (€1,200) or more than fifty-eight thousand euro (€58,000). The Secretary of the Review Board shall immediately notify the Director that an objection had been filed with his authority thereby immediately suspending the award procedure. The Department of Contracts or the contracting authority involved, as the case may be, shall be precluded from concluding the contract during the period of ten calendar days allowed for the submission of appeals. The award process shall be completely suspended if an appeal is eventually submitted.

## VOLUME 2 SECTION 1 - DRAFT CONTRACT FORM

**(This is a sample only; the contractor's official car supply form may be used)**

Financed by: Broadcasting Authority

Project: Tender for the purchase of a general service office car for the Broadcasting Authority

This contract is concluded between:

Broadcasting Authority  
7 Mile End Road,  
Hamrun - HMR 1719  
Malta

(hereinafter called "The Broadcasting Authority")

[Name of Contractor]  
[Address]

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

Whereas the Broadcasting Authority is desirous that certain supplies should be **supplied and delivered** by the Contractor, viz.:

**[Contract Title]**

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

It is hereby agreed as follows:

1. In this contract words and expressions shall have the meanings assigned to them in the contractual conditions set out below.
2. The place of acceptance of the supplies shall be [.....], the time limits for delivery shall be [.....], and the INCOTERM<sup>2000</sup> applicable shall be delivery duty paid (DDP).
3. The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:
  - (a) this contract,
  - (b) the Special Conditions,
  - (c) the General Conditions,
  - (d) the technical specifications and design documentation,
  - (e) the Contractor's technical offer (including any clarifications made during adjudication),
  - (f) the financial offer (after arithmetical corrections)/breakdown,
  - (g) the tender form,
  - (h) any other documents forming part of the contract.

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

4. In consideration of the payments to be made by the Broadcasting Authority to the Contractor as hereinafter mentioned, the Contractor undertakes to deliver all supplies, and remedy defects therein in full compliance with the provisions of the contract.

5. The Broadcasting 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).

6. The Contractor hereby agrees to submit a performance guarantee amounting to €..... equivalent to 10% of the contract value together with the signed contract (or as applicable).

7. In witness whereof the parties hereto have signed the contract. This contract shall take effect on the date on which it is signed by the last party.

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

Broadcasting Authority:

Contractor:

Signed by:

Signed by:

.....

.....

In the capacity of:

In the capacity of:

.....

.....

Being fully authorized by and acting on behalf of

Being fully authorized by and acting on behalf of

.....

.....

Date: .....

Date: .....



## VOLUME 2 SECTION 2 - GENERAL CONDITIONS

The full set of General Conditions for Supply Contracts (Version 1.02 dated 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.

Specimen

## VOLUME 2 SECTION 3 - SPECIAL CONDITIONS

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

### *Article 2: Law Applicable*

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

### *Article 4: Communications*

All communications are to be addressed to:-

Chief Executive  
Broadcasting Authority  
7, Mile End Road,  
Hamrun - HMR 1719  
Malta

Fax 21 240855  
E.mail - administration.ba@ba.org.mt

### *Article 9: The Contractor's Obligations*

- 9.6 Sub-Article 9.6 (publicity requisites vis-à-vis EU financing) is not applicable for this tender.

### *Article 10: Origin*

- 10.1 Specify any authorized derogation to the rules of origin.

### *Article 15: Tender Prices*

- 15.1 The tender rates shall be inclusive of all taxes and charges applicable. Prices are fixed and no allowance will be made for fluctuations in the prices quoted.

### *Article 18: Commencement Order*

- 18.1 The contract is to start upon the signing of the contract.

### *Article 19: Delays in Execution*

- 19.1 Delivery of the vehicle has to be completed by not later than 8 weeks from the signing of the contract.

### *Article 25: Inspection and Testing*

- 25.2 Vehicle to be inspected at supplier's garage prior to collection.

### *Article 26: Methods of Payment*

- 26.1 Payments will be made in Euro.  
  
Payments shall be authorized by the Broadcasting Authority, and paid by the said Authority.

- 26.3 State the maximum period (EU funds: 60 days; local funds: 90 or 150 days) in which payments are to be effected, failing which the provisions of the Late Payments Directive will come into effect (30 days as per General Conditions).

#### *Article 29: Delivery*

- 29.1 The Contractor shall bear all risks relating to the goods until provisional acceptance at destination.

#### *Article 32: Warranty*

- 32.1 This warranty shall remain valid for a minimum of 3 (three) years after provisional acceptance. This shall cover all mechanical and electrical parts and labour of the vehicle. Body works shall be guaranteed for a minimum of 5 (five) years from date of the provision of the vehicle.

#### *Article 33: After-Sales Service*

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

#### *Article 35: Breach of Contract*

- 35.3 Without prejudice to the Broadcasting Authority's right to dissolve 'ipso jure' the contract in the case of infringement of any condition thereunder and apart from the deduction established for delay in delivery, any such infringement shall render the contractor, in each case, liable to a deduction by way of damages of 5 per cent of the value of the contract, unless the Authority elects, with regard to each particular infringement, but not necessarily with regard to all infringements, to claim actual damages incurred.

#### *Article 41: Dispute Settlement by Litigation*

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

## VOLUME 2 SECTION 4 - SPECIMEN PERFORMANCE GUARANTEE (as applicable)

**(This is a sample only- to be substituted by the contractor's car official warranty when and as necessary)**

(LETTERHEAD OF THE REGISTERED FINANCIAL INSTITUTION PROVIDING THE GUARANTEE)

Malta Broadcasting Authority  
7, Mile End Road,  
Hamrun  
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 Director of Contracts and [Name and Address of Contractor] hereinafter referred to as "the Contractor" as per the latter's tender and your acceptance under [CT File Reference], whereby the contractor undertook the [title of contract] in accordance with Article 11 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 3 - TECHNICAL SPECIFICATIONS

### *Part 1 - To be specified by the Contracting Authority in the tender document*

**Note:**

Where in this tender document a standard is quoted, it is to be understood that the Broadcasting 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 Broadcasting Authority.

To reflect the requirements listed in Clause 16.1 (e) of the Instructions to Tenderers

1 (one) brand new general service car for the Malta Broadcasting Authority;

Other minimum specifications:-

- a) Metallic silver colour or metallic charcoal grey or grey or white (if not available to be specified.)
- b) 2 (two) front airbags)
- c) Power/steering
- d) 2 (two) front electric windows
- e) Central locking with remote
- f) Radio CD MP3
- g) Air- conditioning
- h) 4 cylinder engine
- i) Engine capacity of a minimum of 1180cc up to a maximum of 1420cc
- j) ABS Braking system
- k) Digital clock
- l) Front and rear headrests
- m) Immobiliser
- n) Minimum 4 door
- o) Euro 5 engine (certification has to be produced)
- p) Split rear seats
- q) Minimum luggage boot 275 litres (with rear seats raised)
- r) Maximum retail price of Euro 14,000 (including all taxes).

## VOLUME 4 - FINANCIAL BID

### Breakdown of Costs (To be tailored to the specific tender)

Tender Title: Tender for the purchase of a brand new general service car for the Broadcasting Authority.

| Item No.                                                                          | Description | Quantity | Unit Cost including VAT, Duties & Other Taxes/Charges (Delivered Duty Paid-DDP) ( <u>Note Below refers</u> )<br>€ | Total including VAT, Duties & Other Taxes/Charges (Delivered Duty Paid-DDP)<br>€ |
|-----------------------------------------------------------------------------------|-------------|----------|-------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
|                                                                                   |             |          |                                                                                                                   |                                                                                  |
|                                                                                   |             |          |                                                                                                                   |                                                                                  |
|                                                                                   |             |          |                                                                                                                   |                                                                                  |
|                                                                                   |             |          |                                                                                                                   |                                                                                  |
|                                                                                   |             |          |                                                                                                                   |                                                                                  |
|                                                                                   |             |          |                                                                                                                   |                                                                                  |
|                                                                                   |             |          |                                                                                                                   |                                                                                  |
|                                                                                   |             |          |                                                                                                                   |                                                                                  |
|                                                                                   |             |          |                                                                                                                   |                                                                                  |
|                                                                                   |             |          |                                                                                                                   |                                                                                  |
|                                                                                   |             |          |                                                                                                                   |                                                                                  |
|                                                                                   |             |          |                                                                                                                   |                                                                                  |
|                                                                                   |             |          |                                                                                                                   |                                                                                  |
|                                                                                   |             |          |                                                                                                                   |                                                                                  |
|                                                                                   |             |          |                                                                                                                   |                                                                                  |
|                                                                                   |             |          |                                                                                                                   |                                                                                  |
| GRAND TOTAL INCLUDING VAT, DUTIES & OTHER TAXES/CHARGES (DELIVERED DUTY PAID-DDP) |             |          |                                                                                                                   |                                                                                  |

**NOTE:- THE Broadcasting Authority IS NOT EXEMPT FROM REGISTRATION TAX**

Signature: .....

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

Date: .....

Specimen