

Closing Date: 29th April 2013 at 12:00 Noon

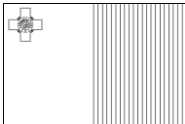
Date Published: 1st April 2013

Advert Notice FWA 609

**SUBJECT: TENDER FOR THE PROVISION OF VISUAL MUSEUM
INTERPRETATION (DYADIC)**

Tender Document: FWA 609

Cost of this tender dossier: Not Applicable



Operational Programme I – Cohesion Policy 2007-2013 *Investing in
Competitiveness for a Better Quality of Life* Tender part-financed
by the European Union
European Regional Development Fund (ERDF)



Co-financing rate: 72.25% EU funds; 12.75% National Funds; 15%
Private Share

Investing in your future

Table of Contents

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

VOLUME 1 SECTION 4 - TENDERER'S STATEMENTS	19
1. Statement on Conditions of Employment	19
2. Experience as Contractor	20
VOLUME 1 SECTION 5 - GLOSSARY	22
VOLUME 1 SECTION 6 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS	24
Part XIII - Appeals.....	24
VOLUME 1 SECTION 7 - QUESTIONNAIRE	26
Form 3 - Sub-Contracting.....	26
Form 10 - Graphic Work Schedule.....	28
VOLUME 2 SECTION 1 - DRAFT CONTRACT FORM	29
VOLUME 2 SECTION 2 - GENERAL CONDITIONS	31
VOLUME 2 SECTION 3 - SPECIAL CONDITIONS.....	32
Article 2: Law and language of the contract	32
Article 3: Order of precedence of contract documents	32
Article 4: Communications.....	32
Article 5: Supervisor and Supervisor's representative.....	32
Article 8: Supply of Documents	33
Article 10: Assistance with Local Regulations.....	33
Article 11: The Contractor's Obligations.....	33
Article 13: Performance Guarantee	34
Article 14: Insurance.....	34
Article 15: Performance Programme (Timetable)	35
Article 17: Contractor's Drawings.....	35
Article 18: Tender Prices.....	35
Article 25: Demolished Materials	36
Article 26: Discoveries.....	36
Article 31: Commencement Date	36
Article 32: Period of Performance	36
Article 34: Delays in Execution.....	36
Article 35: Variations and Modifications	36
Article 39: Quality of Works and Materials	36
Article 40: Inspection and Testing	36
Article 42: Ownership of Plants and Materials	37
Article 43: Payments: General Principles.....	37
Article 44: Pre-financing	37
Article 45: Retention Monies	37
Article 46: Price Revision	37
Article 47: Measurement	38
Article 48: Interim Payments	38
Article 50: Delayed Payments	38
Article 53: End Date	38
VOLUME 2 SECTION 4 - SPECIMEN PERFORMANCE GUARANTEE	40
VOLUME 2 SECTION 6 - SPECIMEN RETENTION GUARANTEE	41
Part 2 -The Contractor's Technical Offer.....	42
VOLUME 4 - FINANCIAL BID	43
(Unit-Price Contracts)	43
BILL OF QUANTITIES	43
I. Preamble	43
II. Terms Relating To Payments.....	44
III. Pricing.....	44
IV. Completing the bill of quantities.....	44
V. Description Of Unit Prices	45
SPECIFICATIONS.....	46
BILL OF QUANTITIES.....	56

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# VOLUME 1 SECTION 1 - INSTRUCTIONS TO TENDERERS

## A. GENERAL PART

### 1. General Instructions

- 1.1 In submitting a tender, the tenderer accepts in full and in its entirety, the content of this tender document, including subsequent Clarifications issued by Fondazzjoni Wirt Artna, whatever his own corresponding conditions may be, which he hereby waives. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender document.

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

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

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

- 1.2 This is a call for tenders for Audio Visual installations at the Malta at War Museum, Vittoriosa and the Saluting Battery, Valletta.
- 1.3 This is a unit-price (Bill of Quantities) contract.
- 1.4 The tenderer will bear all costs associated with the preparation and submission of the tender. Fondazzjoni Wirt Artna will in no case be responsible or liable for such costs, whatever the conduct or outcome of the procedure.
- 1.5 Fondazzjoni Wirt Artna 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*   |
|--------------------------------------------------------------------------------------------------------------------|-----------------------------------|---------|
| Clarification Meeting/Site Visit<br>(Refer to Clause 9.2)                                                          | NA                                | NA      |
| Deadline for request for any additional information from the Contracting Authority                                 | <b>8<sup>th</sup> April 2013</b>  | 1200hrs |
| Last date on which additional information are issued by the Contracting Authority                                  | <b>15<sup>th</sup> April 2013</b> | 1200hrs |
| Deadline for submission of tenders / Tender Opening Session<br>(unless otherwise modified in terms of Clause 11.3) | <b>29<sup>th</sup> April 2013</b> | 1200hrs |

\* All times Central European Time (CET)

### ***3. Lots***

- 3.1 This tender is not divided into lots, and tenders must be for the whole of quantities indicated. Tenders will not be accepted for incomplete quantities.

### ***4. Financing***

- 4.1 The project is *co-financed* by the European Union/Government of Malta, in accordance with the rules of *European Regional Development Fund* programme.
- 4.2 The beneficiary of the financing is Fondazzjoni Wirt Artna.

### ***5. Eligibility***

- 5.1 Participation in tendering is open on equal terms to all natural and legal persons of the Member States of the European Union, the beneficiary country, any other country in accordance with Regulation 76 of the Public Procurement Regulations.
- 5.2 Natural persons, companies or undertakings who fall under any of the conditions set out in Regulation 50 of the Public Procurement Regulations, 2010 (Legal Notice 296 of 2010) may be excluded from participation in and the award of contracts. Tenderers or candidates who have been guilty of making false declarations will also incur financial penalties representing 10% of the total value of the contract being awarded.
- 5.3 Tenders submitted by companies forming a joint venture/consortium must also fulfil the following requirements:
- One partner must be appointed lead partner and that appointment confirmed by submission of powers of attorney signed by legally empowered signatories representing all the individual partners. The tender must include a preliminary agreement or letter of intent stating that all partners assume joint and several liability for the execution of the contract, that the lead partner is authorised to bind, and receive instructions for and on behalf of, all partners, individually and collectively.
  - All partners in the joint venture/consortium are bound to remain in the joint venture/consortium until the conclusion of the contracting procedure. The consortium/joint venture winning this contract must include the same partners for the whole performance period of the contract other than as may be permitted or required by law.
- 5.4 All materials, equipment and services to be supplied under the contract must originate in an eligible country. For these purposes, "origin" means the place where the materials and/or equipment are mined, grown, produced or manufactured and/or from which services are provided.

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

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

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

- 6.1.1 No evidence of economic and financial standing is required.
- 6.1.2 Information about the tenderer's technical capacity.

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

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

- evidence of relevant experience in execution of works of a similar nature over the past [5 years], including the nature and value of the relevant contracts, as well as works in hand and contractually committed. The total minimum value of projects of a similar nature completed shall be not less than [€500,000] in total in the past 5 years.
- The minimum number of completed projects of a similar nature completed in the last [5] years must be at least [3] in number, and value of each project shall not be less than €80,000.
- In so listing the end clients, the tenderer is giving his consent to the Evaluation Committee, so that the latter may, if it deems necessary, contact the relevant clients, with a view to obtain from them an opinion on the works provided to them, by the tenderer.
- Data concerning sub-contractors and the percentage of works to be sub-contracted:
- The maximum amount of sub-contracting must not exceed [20%] of the total contract value.
- The main contractor must have the ability to carry out at least [80%] of the contract works by his own means.

### *7. 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 sub-contractor by any another tenderer, or joint venture/consortium.
- 7.4 A company may act as a sub-contractor for any number of tenderers, and joint ventures/consortia, provided that it does not participate individually or as part of a joint venture/consortium, and that the nominations do not lead to a conflict of interest, collusion, or improper practice.

### *8. Tender Expenses*

- 8.1 The tenderer will bear all costs associated with the preparation and submission of the tender.
- 8.2 Fondazzjoni Wirt Artna will neither be responsible for, nor cover, any expenses or losses incurred by the tenderer through site visits and inspections or any other aspect of his tender.

### *9. Site Inspection*

- 9.1 A tenderer may visit the site of the works and its surroundings for the purpose of assessing, at his own responsibility, expense and risk, factors necessary for the preparation of his tender and the signing of the contract for the works.

## 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                   |
| Volume 4 | Financial Bid/Bill of Quantities |

- 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 Fondazzjoni Wirt Artna through:

- sending an email to [grechdarmanin1@gmail.com](mailto:grechdarmanin1@gmail.com)
- fax number +356 21422404

up to 1200hrs of the of 8<sup>th</sup> April 2013 . Fondazzjoni Wirt Artna must reply to all tenderers' questions, and amend the tender documents by publishing clarification notes, up to 15<sup>th</sup> April 2013.

- 11.2 Questions and answers, and alterations to the tender document will be published as a clarification note on the website of Fondazzjoni Wirt Artna ([www.wirtartna.org](http://www.wirtartna.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 Fondazzjoni Wirt Artna may, at its own discretion, as necessary and in accordance with Clause 24, extend the deadline for submission of tenders to give tenderers sufficient time to take clarification notes into account when preparing their tenders.

### *12. Labour Law*

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

### *13. Law*

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



## C. TENDER PREPARATION

### 14. *Language of Tenders*

- 14.1 The tender and all correspondence and documents related to the tender exchanged by the tenderer and Fondazzjoni Wirt Artna 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. Following the tender opening session, the copy shall be kept, unopened, at the Department of Contracts, for verification purposes only should the need arise.
  - (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 entrance of Fondazzjoni Wirt Artna, Notre Dame Gate, St. Edward’s Street, Vittoriosa, BRG 9038.

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) An original bid-bond for the amount of [€8,000], in the form provided in Volume 1, Section 3<sup>(Note 1)</sup>
  - (b) *General/Administrative Information*<sup>(Note 2)</sup>
    - (i) Statement on Conditions of Employment (Volume 1, Section 4)
    - (ii) Tender Form (Volume 1 Section 2)
    - (iii) Data on Joint Venture (Volume 1 Section 7)
  - (c) *Selection Criteria*  
*Financial and Economic Standing is NOT REQUIRED*
  - (d) *Technical Capacity*<sup>(Note 3)</sup>
    - (i) Experience as Contractor (Volume 1 Section 4)
    - (ii) Sub-contracting (Volume 1 Section 7)
  - (e) *Evaluation Criteria/Technical Specifications*<sup>(Note 3)</sup>

- (i) Tenderer's Technical Offer (Volume 3)
- (ii) Graphic Works Schedule (Volume 1 Section 7)
- (f) *Financial Offer/Bill of Quantities*<sup>(Note 3)</sup>
  - (i) The Tender Form in accordance with the form provided in Volume 1, Section 2;
  - (ii) Breakdown of the overall price, in the form provided in Volume 4 (Bill of Quantities);

**Notes to Clause 16.1:**

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

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

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

### ***17. Tender Prices***

- 17.1 The tender price must cover the whole of the works as described in the tender documents.
- 17.2 The tenderer must provide a breakdown of the overall price in Euro (€).
- 17.3 Tenderers must quote all components of the price inclusive of taxes, customs and import duties, and any discounts. Except as may otherwise be provided for in the contract, no payment will be made for items which have not been costed, such items will be deemed to be covered by other items on the bill of quantities.
- 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.
- 17.7 The prices for the contract, must include all of the works to be provided. The prices quoted are fixed and not subject to revision or escalation in costs, unless otherwise provided for in the Special Conditions.

### ***18. Currencies of Tender and Payments***

- 18.1 The currency of the tender is the Euro (€). All sums in the breakdown of the overall price, in the questionnaire and in other documents must be expressed in Euro (€), with the possible exception of originals of bank and annual financial statements.
- 18.2 Payments will be made upon certification of works by the Contracting Authority, based on the invoice issued by the Contractor, in accordance with the timeframes, terms and conditions of the contract.
- 18.3 All correspondence relating to payments, including invoices and interim and final statements, must

be submitted as outlined in the contract.

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

- 19.1 Tenders must remain valid for a period of 150 days after the deadline for submission of tenders indicated in the contract notice, the tender document or as modified in accordance with Clauses 11.3 and/or 24. Any tenderer who quotes a shorter validity period will be rejected.
- 19.2 In exceptional circumstances Fondazzjoni Wirt Artna may request that tenderers extend the validity of tenders for a specific period. Such requests and the responses to them must be made in writing. A tenderer may refuse to comply with such a request without forfeiting his tender guarantee (Bid Bond). However, his tender will no longer be considered for award. If the tenderer decides to accede to the extension, he may not modify his tender. He is, however, bound to extend the validity of his tender guarantee for the revised period of validity of the 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 The tender guarantee is set at €8,000 (Eight Thousand Euros) and must be an original and valid guarantee presented in the form specified in Section 3. 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 up to and including the 150 day period after the tender closing date. The tender guarantee must be drawn up in the name of the Chairman of Fondazzjoni Wirt Artna, Notre Dame Gate, St. Edward's Street, Vittoriosa, BRG 9038.

The tender guarantee (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 Chairman of Contracts on the terms and conditions stated in the tender document.

Hence, the guarantee shall be forfeited if the tenderer withdraws his tender before the above-mentioned validity date or if the tenderer fails to provide the Performance Guarantee.

Tender guarantees provided by tenderers who have not been selected shall be released within 30 calendar days from the signing of the contract. The tender guarantee of the successful tenderer shall be released on the signing of the contract, and on submission of a valid performance guarantee.

Offers that are not accompanied with the mandatory Tender Guarantee (Bid Bond) by the Closing Date and Time of the tender will be automatically disqualified.

Tenderers will be requested to clarify/rectify, within two working days from notification, the tender guarantee submitted, only in the following two circumstances: either incorrect validity date, and/or incorrect value. Such rectification/s must be submitted within two (2) working days. Failure to comply shall result in the tender offer not being considered any further.

### ***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 Fondazzjoni Wirt Artna.
- 22.3 The tender must contain no changes or alterations, other than those made in accordance with instructions issued by Fondazzjoni Wirt Artna (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 Fondazzjoni Wirt Artna.

## **D. SUBMISSION OF TENDERS**

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

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

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

Fondazzjoni Wirt Artna,  
Notre Dame Gate,  
St. Edward's Street,  
Vittoriosa,  
BRG 9038

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, Fondazzjoni Wirt Artna will assume no responsibility for the misplacement or premature opening of the tender.

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

- 24.1 Fondazzjoni Wirt Artna 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 Fondazzjoni Wirt Artna 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 Fondazzjoni Wirt Artna. The associated guarantees will be returned to the tenderers.
- 25.2 No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

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

- 26.1 Tenderers may alter or withdraw their tenders by written notification prior to the above deadline. No tender may be altered after the deadline for submission.
- 26.2 Any notification of alteration or withdrawal must be prepared, sealed, marked and submitted in accordance with Clause 23, and the envelope must also be marked with "alteration" or "withdrawal".

- 26.3 The withdrawal of a tender in the period between the deadline for submission and the date of expiry of the validity of the tender will result in forfeiture of the tender guarantee provided for in Clause 20.

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

### *27. Opening of Tenders*

- 27.1 Tenders will be opened in public session on the date and time indicated in the timetable at Clause 2 (or as otherwise specified in accordance with Clause 11.1 and/or 24.1) at Fondazzjoni Wirt Artna, Notre Dame Gate, St. Edward's Street, Vittoriosa, BRG 9038 by the Evaluation Committee. They will draw up a 'Summary of Tenders Received' which will be published on the notice board at the Department of Contracts and shall also be available to view on the Department's website, [www.wirtartna.org](http://www.wirtartna.org).
- 27.2 At the tender opening, the tenderers' names, the tender prices, written notification of alterations and withdrawals, the presence of the requisite tender guarantee and any other information Fondazzjoni Wirt Artna 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/Fondazzjoni Wirt Artna 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 Evaluation 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 Evaluation Committee, request rectifications in respect of incomplete/non-submitted information pertinent to the documentation as outlined in sub-Clause 16.1(a), 16.1(b), and 16.1(c) of these Instructions to

Tenderers. Such rectification/s must be submitted within two (2) working days from notification, failure to comply shall result in the tender offer not being considered any further. No rectification shall be allowed in respect of the documentation as outlined in sub-Clause 16.1 (d), 16.1(e), and 16.1(f) of these Instructions to Tenderers. Only clarifications on the submitted information in respect of the latter may be eventually requested.

### 30.3 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)
- Sub-contracting (Volume 1 Section 7)

#### *(ii) Selection Criteria*

- Evidence of technical capacity and proposal being forwarded
- Graphic Works Schedule
- Contractor's technical offer

### 30.4 Part 3: Technical Compliance

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

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

### 30.5 Part 4. Financial Evaluation

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

#### *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 Evaluation 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 Fondazzjoni Wirt Artna To Accept Or Reject Any Tender*

- 33.1 Fondazzjoni Wirt Artna reserves the right to accept or reject any tender and/or to cancel the whole tender procedure and reject all tenders. Fondazzjoni Wirt Artna reserves the right to initiate a new invitation to tender.
- 33.2 Fondazzjoni Wirt Artna reserves the right to conclude the contract with the successful tenderer within the limits of the funds available. Should the lowest technically compliant tender exceed the available budget, Fondazzjoni Wirt Artna reserves the right to consult with the relevant tenderer with a view to reducing the scope of the works or revising other terms of the contract in order to bring the tender price down to a level satisfactory to Fondazzjoni Wirt Artna. Such discussions will be finished within ten (10) calendar days of the receipt by the tenderer of the consultation process with the aim of a reduction in the works.
- 33.3 In the event of a tender procedure's cancellation, tenderers will be notified by Fondazzjoni Wirt Artna. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the sealed envelopes will be returned, unopened, to the tenderers.
- 33.4 Cancellation may occur where:
- (a) the tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no response at all;
  - (b) the economic or technical parameters of the project have been fundamentally altered;
  - (c) exceptional circumstances or force majeure render normal performance of the project impossible;
  - (d) all technically compliant tenders exceed the financial resources available;
  - (e) there have been irregularities in the procedure, in particular where these have prevented fair competition.

In no circumstances will Fondazzjoni Wirt Artna be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of a tender, even if Fondazzjoni Wirt Artna has been advised of the possibility of damages. The publication of a contract notice does not commit Fondazzjoni Wirt Artna 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, Fondazzjoni Wirt Artna 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 with the outcome of the evaluation process, and will be provided the following information:
- (i) the criteria for award;
  - (ii) the name of the successful tenderer;
  - (iii) the recommended price of the successful bidder;
  - (iv) the score obtained by the unsuccessful bidder, and the score of the successful bidder;
  - (v) the deadline for filing a notice of objection (appeal);
  - (vi) the deposit required if lodging an appeal.
- 34.3 The recommendations of the Evaluation Committee shall be published on the Notice Board of the Department of Contracts, and published online on the Department's website, [www.wirtartna.org](http://www.wirtartna.org).

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

- 35.1 After the lapse of the appeals period, and pending that no objections have been received and/or upheld, the successful tenderer may be invited to clarify certain contractual questions raised therein. Such clarification will be confined to issues that had no direct bearing on the choice of the successful tender. The outcome of any such clarifications will be set out in a Memorandum of Understanding, to be signed by both parties and incorporated into the contract.
- 35.2 Within 15 calendar days of receiving the contract (against acknowledgment of receipt) from Fondazzjoni Wirt Artna, the successful tenderer will sign and date the contract and return it to Fondazzjoni Wirt Artna with the performance guarantee and the Financial Identification Form (if applicable). On signing of the contract by Fondazzjoni Wirt Artna, the successful tenderer will become the Contractor and the contract will enter into force.
- 35.3 Before Fondazzjoni Wirt Artna signs the contract with the successful tenderer, the successful tenderer may be requested to provide the documentary proof or statements required to show that it does not fall into any of the exclusion situations listed in Clause 7 of the Tender Form (Volume 1, Section 2). The above mentioned documents must be submitted by every member of a Joint Venture/Consortium (if applicable).
- 35.4 If the selected tenderer fails to sign and return the contract, other required documentation, and any guarantees required within the prescribed 15 calendar days, Fondazzjoni Wirt Artna may consider the acceptance of the tender to be cancelled without prejudice to Fondazzjoni Wirt Artna'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 Fondazzjoni Wirt Artna.

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

- 35.5 Only the signed contract will constitute an official commitment on the part of Fondazzjoni Wirt Artna, and activities may not begin until the contract has been signed by Fondazzjoni Wirt Artna and the successful tenderer.
- 35.6 Tender guarantees (bid bonds) provided by tenderers who have not been selected shall be released within 30 calendar days from the signing of the contract. The tender guarantee of the successful tenderer shall be released on the signing of the contract, and on submission of a valid performance guarantee.
- 35.7 The performance guarantee referred to in the General Conditions is set at 10% of the amount of the contract and must be presented in the form specified in Volume 2, Section 4, to the tender document the performance guarantee shall be released within 30 days of the signing of the Final Statement of Account (Final Bill), unless the Special Conditions provide otherwise.

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

- 36.1 Following the signing of the contract by both parties, the Supervisor will issue a written notice of commencement of the works in accordance with the General Conditions, as specified by the Special Conditions.
- 36.2 The Contractor must inform Fondazzjoni Wirt Artna'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 Fondazzjoni Wirt Artna during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his candidacy or tender and may result in administrative penalties.



- 37.2 Without Fondazzjoni Wirt Artna's prior written authorisation, the Contractor and his staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or sub-contracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other programmes or projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.
- 37.3 When putting forward a candidacy or tender, the candidate or tenderer must declare that he is affected by no potential conflict of interest, and that he has no particular link with other tenderers or parties involved in the project.
- 37.4 The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of his profession. He must refrain from making public statements about the project or services without the Contracting Authority's prior approval. He may not commit the Contracting Authority in any way without its prior written consent.
- 37.5 For the duration of the contract, the Contractor and his staff must respect human rights and undertake not to offend the political, cultural and religious morals of Malta.
- 37.6 The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.
- 37.7 The Contractor and his staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor are confidential.
- 37.8 The contract governs the Parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.
- 37.9 The Contractor shall refrain from any relationship likely to compromise his independence or that of his staff. If the Contractor ceases to be independent, Fondazzjoni Wirt Artna 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 Fondazzjoni Wirt Artna/Contracting Authority without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with National and/or Community law.
- 38.2 The provisions of this contract are without prejudice to the obligations of Fondazzjoni Wirt Artna in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). Fondazzjoni Wirt Artna, 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 Fondazzjoni Wirt Artna in terms of the Act.

### ***39. Gender Equality***

- 39.1 In carrying out his/her obligations in pursuance of this contract, the tenderer shall ensure the

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

## VOLUME 1 SECTION 2 - TENDER FORM

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

Publication reference: FWA 609

TENDER FOR THE PROVISION OF VISUAL MUSEUM INTERPRETATION (DYADIC)

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**A TENDER SUBMITTED BY**

|                      | Name(s) of tenderer(s) | Nationality | Proportion of Responsibilities <sup>2</sup> |
|----------------------|------------------------|-------------|---------------------------------------------|
| Leader <sup>1</sup>  |                        |             |                                             |
| Partner <sup>1</sup> |                        |             |                                             |
| Etc ...              |                        |             |                                             |

1. Add/delete additional lines for partners as appropriate. Note that a sub-contractor is not considered to be a partner for the purposes of this tender procedure. If this tender is being submitted by an individual tenderer, the name of the tenderer should be entered as 'leader' (and all other lines should be deleted)
2. Proposed proportion of responsibilities between partners (in %) with indication of the type of the works to be performed by each partner (the company acting as the lead partner in a joint venture/consortium, they must have the ability to carry out at least 50% of the contract works by its own means. If a company is another partner in a joint venture/consortium (i.e. not the lead partner) it must have the ability to carry out at least 10% of the contract works by its own means).

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

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

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

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

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 Fondazzjoni Wirt Artna) for invitation to tender No [ ] of [...../...../.....]. We hereby accept the contents thereto in their entirety, without reservation or restriction. We also understand that any disagreement, contradiction, alteration or deviation shall lead to our tender offer not being considered any further.

2 We offer to 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:

TENDER FOR THE PROVISION OF VISUAL MUSEUM INTERPRETATION (DYADIC)

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

€ \_\_\_\_\_

4 This tender is valid for a period of 150 days from the final date for submission of tenders.

5 If our tender is accepted, we undertake to provide a performance guarantee of 10% of the contract value as required by the General Conditions.

6 We are making this application in our own right and [as partner in the consortium led by < name of the leader / ourselves > ] for this tender. We confirm that we are not tendering for the same contract in any other form. [We confirm, as a partner in the consortium, that all partners are jointly and severally liable by law for the performance of the contract, that the lead partner is authorised to bind, and receive instructions for and on behalf of, each member, and that all partners in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's performance]. We are fully aware that, in the case of a consortium, the composition of the consortium cannot be modified in the course of the tender procedure.

7 We are not bankrupt or under an administration appointed by the Court, or under proceedings leading to a declaration of bankruptcy. We also declare that we have not been convicted criminally, or found guilty of professional misconduct. Furthermore, we are up-to-date in the payment of social security contributions and other taxes.

8 We accept that we shall be excluded from participation in the award of this tender if compliance certificates in respect of declarations made under Clause 7 of this declaration are not submitted by the indicated dates.

9 We agree to abide by the ethics clauses of the instructions to tenderers and, in particular, have no potential conflict of interests or any relation with other candidates or other parties in the tender procedure at the time of the submission of this application. We have no interest of any nature whatsoever in any other tender in this procedure. We recognise that our tender may be excluded if we propose key experts who have been involved in preparing this project or engage such personnel as advisers in the preparation of our tender.

10 We will inform Fondazzjoni Wirt Artna 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
  
- (b) General Information <sup>(Note 2)</sup>
  - o Tender Form
  - o Statement on Conditions of Employment
  
- (c) Selection Criteria <sup>(Note 2)</sup>
  - o *Technical Capacity* <sup>(Note 3)</sup>
    - Experience as Contractor
    - Sub-contracting
  
- (d) Evaluation Criteria/Technical Specifications <sup>(Note 3)</sup>
  - Graphic Works Schedule
  - Response to Specifications
  - Tenderer's Technical Offer
  
- (e) 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 Fondazzjoni Wirt Artna shall request rectifications in respect of incomplete/non-submitted information pertinent to the documentation listed in Clause 11(a), 11(b), and 11(c) of this Tender Form. We understand that such rectification/s must be submitted within two (2) working days, and that failure to comply shall result in our offer not being considered any further.

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

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

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

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

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

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

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

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

## VOLUME 1 SECTION 3 - TENDER GUARANTEE FORM

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

Whereas the Chairman of Fondazzjoni Wirt Artna has invited tenders for .....,  
and whereas Messrs ..... [Name of tenderer]  
(hereinafter referred to as the Tenderer) is submitting such a tender 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 tender 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 for a period of one hundred and fifty (150) days from the closing date of submission of  
tenders, and expires on the ..... 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

## VOLUME 1 SECTION 4 - TENDERER'S STATEMENTS

### *1. Statement on Conditions of Employment*

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

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

Signature: .....

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

Date: .....

## 2. Experience as Contractor

List of contracts of similar nature and extent performed during the past [5] years:

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



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

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

Date: .....

## VOLUME 1 SECTION 5 - GLOSSARY

### Definitions

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

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

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

*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 Fondazzjoni Wirt Artna. Any consideration relating to possible contracts in the future or conflict with other commitments, past or present, of a candidate, tenderer or supplier, or any conflict with his own interests. These restrictions also apply to sub-contractors and employees of the candidate, tenderer or supplier.

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

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

*Day:* Calendar day.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### *Part XIII - Appeals*

The procedure for the submission of appeals is stipulated in Part XIII of the Public Procurement Regulations (Legal Notice 296/2010), reproduced hereunder for ease of reference.

- (1) 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.

- (2) The procedure to be followed in submitting and determining complaints as well as the conditions under which such complaints may be filed shall be the following:
  - (a) any decision by the Evaluation Committee (or a Special Contracts Committee) and by a contracting authority, shall be made public at the Department of Contracts or at the office of the contracting authority prior to the award of the contract;
  - (b) the notice of objection duly filed in accordance with sub-regulation (1) shall be made public by the Review Board not later than the next working day following its filing;
  - (c) within three working days of the publication of the replies the Secretary of the Review Board shall prepare a report (the Analysis Report) analysing the letter of objection. This report shall be circulated to the persons who file an objection and interested parties. After the preparatory process is duly completed, the Head of the contracting authority shall forward to the Chairman of the Review Board all documentation pertaining to the call for tenders in question including files, tenders submitted, copies of deposit receipts, any motivated letter, who shall then proceed as stipulated in Part XIV;
  - (d) the Director or the Head of the contracting authority shall publish a copy of the decision of the Review Board at his department or at the premises of the relevant contracting authority, as the case may be.

Copies of the decision shall be forwarded by the Secretary of the Board to the complaining tenderer, any persons who had registered or had an implied interest, the Director of Contracts and to the contracting authority concerned.



## VOLUME 1 SECTION 7 - QUESTIONNAIRE

### *Form 3 - Sub-Contracting*

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

| Work intended to be sub-contracted | Name and details of sub-contractors | Value of sub-contracting as percentage of the total cost * | Experience in similar works (details to be specified) |
|------------------------------------|-------------------------------------|------------------------------------------------------------|-------------------------------------------------------|
|                                    |                                     |                                                            |                                                       |
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|                                    |                                     |                                                            |                                                       |

\* Note

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

Signature: .....

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

Date: .....



*Form 10 - Graphic Work Schedule*

Please attach the Graphic Work Schedule in relation to this tender.

Signature: .....

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

Date: .....



## VOLUME 2

### VOLUME 2 SECTION 1 - DRAFT CONTRACT FORM

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

This contract is concluded between:

Fondazzjoni Wirt Artna,  
Notre Dame Gate,  
St. Edward's Street,  
Vittoriosa,  
BRG 9038

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

[Name of Contractor]  
[Address]

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

Whereas Fondazzjoni Wirt Artna is desirous that certain works should be executed by the Contractor, viz.:

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

It is hereby agreed as follows:

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

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

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

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

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

Done in English in three originals: one for Fondazzjoni Wirt Artna, one for the Contracting Authority, and one for the Contractor.

Fondazzjoni Wirt Artna:

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 Works Contracts (Version 1.01 dated 15 March 2010) can be viewed/downloaded from:

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

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

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

## VOLUME 2 SECTION 3 - SPECIAL CONDITIONS

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

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

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

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

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

- (a) the Contract,
- (b) the Special Conditions,
- (c) the General Conditions,
- (d) the Contracting Authority's technical specifications and design documentation,
- (e) the Contractor's technical offer, and the design documentation (drawings),
- (f) the bill of quantities (after arithmetical corrections)/breakdown,
- (g) the tender form,
- (h) any other documents forming part of the contract.

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

### Article 4: Communications

All communications must be done in the English Language and addressed to Fondazzjoni Wirt Artna, Notre Dame Gate, St. Edward's Street, Vittoriosa. Tel: (356) 21 800992, 21 800992

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

Further to Article 5.1 of the General Conditions, the Supervisor may also be referred to in this contract as the Engineer/Project Manager. The Supervisor shall be responsible for all the technical aspects of the project aimed at meeting the Contracting Authority's requirements and ensuring completion on time within the costs and to the required quality standards, including but not limited to:

1. Monitoring conformity of the materials and works, including workmanship, to the specifications, appropriate standards and works' practices as indicated in Volume 3 and good workmanship.
2. Monitoring the contractor's performance and progress
3. Reviewing the literature provided by the contractor and programme of works.
4. Monitoring the contractor's quality control.
5. Reviewing the contractor's contractual claims and reporting
6. Preparing monthly progress reports, including projected completion date and financial projection of the works.
7. Measuring works.

Further to Article 5.2 of the General Conditions the Supervisor's Representative shall undertake the Supervisor's responsibilities on site on a day by day basis. He shall also:

1. Act as a liaison between the contractor and the Contracting Authority
2. Chair progress meetings with the contractor
3. Receive and review the contractor's documentation
4. Monitor the contractor's adherence to agreed procedures
5. Issue administrative orders to the contractor
6. Keep stakeholders informed of progress on site and issue periodic progress reports.
7. Agreed measurement of the works with the contractor, review the contractor's applications for payment and certify payment

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

#### Article 8: Supply of Documents

If the need arises for the contractor to submit additional working drawings and/or technical literature whenever requested, these are to be submitted to the Supervisor who shall liaise with the Contracting Authority to ascertain compliance with the original tender specifications and the contractor's submissions. The contractor shall allow seven days for the Supervisor to comment.

#### Article 10: Assistance with Local Regulations

The Contracting Authority shall provide assistance to the Contractor on his request by obtaining copies of the Laws of the Malta which are relevant to the Contract but are not readily available.

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

The contractor is responsible to meet all obligations as set out in the contract document and as required by law, regulations and relevant Authorities.

The staff, workmen and operatives employed by the contractor and any sub-contractor or agent must be sufficient in number and each must have the appropriate qualifications/skills and experience to ensure due progress and satisfactory execution of works in conformity with the contract. Fondazzjoni Wirt Artna shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the contractor, or any subcontractor or any agent. The contractor shall indemnify and keep indemnified the Fondazzjoni Wirt Artna against all such damages and compensation and against all claims, proceedings, costs, charges and expenses whatsoever thereof or in relation thereto.

The contractor must have employed/engaged on contract the following personnel:

Project Manager responsible for the management, co-ordination and quantitative and qualitative output of the works proposed in this tender: must be an experienced professional or highly qualified technical person and be available on site when required.

Health and Safety Officer responsible for occupational, second party and third party health and safety planning, implementation and control in compliance with the local regulations and legislation; Must be certified and registered with the OHSa.

The adjudication committee reserves the right to ask the contractor to submit full CVs of the key personnel and a recent ETC certificate of all the employees.

The contractor shall take full responsibility for the adequacy, stability and safety of all operations and methods of works under the contract, which are to be supervised by the contractor's Project Manager who shall, as required, submit applications/notification and

obtain on behalf of the Contracting Authority any approval/permit required from any other authority at the expense of the contractor. Particular attention is being drawn to the special requirements in the Technical Specifications (Volume 3). If any loss or damage happens to the works, or any part thereof, or materials or plant for which the contractor is responsible for the care thereof, from any cause whatsoever, including but not limited to loss and or damage arising from weather and sea conditions, the contractor shall at his own cost, rectify such loss or damage so that the works conform in every respect with the provisions of the contract to the satisfaction of the Supervisor. The contractor shall also be liable for any loss or damage to the works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations under Articles 58 and 59.

The contractor shall supply drawings, information, documentation and items as specified in the contract document and any further information and documentation required by the Supervisor within the timeframes requested.

The Contracting Authority may agree to supply the contractor with documents following a written request to the Supervisor in which case Article 11.9 of the General Conditions shall apply.

Unless the contractor shall give an address in accordance with Article 11.6 of the General Conditions all notifications concerning the contractor shall be sent to the address shown in the Contract Form (Volume 2 Section1).

The contractor shall ensure that the provisions of Article 11.7 of the General Conditions apply to any of his subcontractors, agents or servants.

The contractor at his own expense, if requested by the Supervisor, shall provide, erect and maintain in good condition throughout the duration of the contract, a board publicising the project according to the template and dimensions provided by the Supervisor.

The contractor shall be responsible for any operation of, and any loss and/or consequence due to forces of nature against which an experienced contractor could reasonably have been expected to take effective and timely precautions.

The contractor shall be liable for damage, cost and losses which have been caused by him, his subcontractors, agents or representatives wheresoever to any objects wheresoever, to any person whomsoever in any way and for any cause wheresoever to the disadvantage of third parties or their personnel or their agents.

#### Article 13: Performance Guarantee

- 13.1 The Performance Guarantee shall amount to 10% of the Contract amount.
- 13.3 The performance guarantee shall be in the format given in Volume 2, Section 4 and shall be provided in the form of a bank guarantee. It shall be issued by a bank in accordance with the eligibility criteria applicable for the award of the contract.
- 13.8 The Performance Guarantee shall be released within 30 days of the issue of the Completion Certificate and upon it being replaced by a Retention Guarantee.

#### Article 14: Insurance

##### **Protection of the works**

The contractor must cover up and protect from damage from any cause, the existing buildings. He must supply protection for the whole works executed, and any damage caused must be made

good by the Contractor at his own expense. The Contractor shall erect temporary protective walls, hoardings, screens, guard rails and any other necessary works for the protection of persons and property for the proper execution of the works and for meeting the requirements of MEPA, the OHSa or other Authority or Department as indicated by the FWA.

### **Third party insurance**

The Contractor shall insure against legal liabilities for death or injury to any person (other than his employees or subcontractors) or for the loss or damage to any material property (other than the works) occurring during the course of the Contract or arising out of, or incidental to, the performance of the Contract. Such indemnity shall be extended to cover the FWA, his employees and visitors. Such insurance shall be for a minimum of three hundred thousand Euros (€ 300,000) in respect to each occurrence arising out of one event.

### **Certified copies of the policy**

Copies of the policies in connection with such Insurance shall be lodged with the Employer or with the Authority awarding the Contract by the Insurer. This shall also apply in the case of any variations or termination of such Insurance policy or policies. The Insurance policy/policies shall be subject to the overruling and the final approval of the FWA. The Contractor shall not be allowed to start on the works before and until the above mentioned Insurance Policies have been received and accepted by the FWA.

### **Period cover of policy**

The contractor shall ensure that the Insurance is in force throughout the duration of the Contract works until the hand-over of the works to the FWA, and will come into force during any subsequent site intervention in the course of the stipulated guarantee period this without any prejudice to the liability of the Contractor, for any building or stone works erected under this contract which shall be covered by the period stipulated at Law. It shall also be the responsibility of the Contractor to make adequate provisions for the taking out of any additional Insurance in respect of workers' safety and the works in general as he may deem appropriate.

### **Laws**

The premium/s shall be effected by the Contractor at his own expense. The insurance shall for all effects and purposes be deemed to be a Maltese Contract and shall be governed according to the Maltese Laws and subject to Maltese Courts jurisdiction.

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

The Contractor shall provide a detailed programme works within 15 days of signature of Contract in a form of a bar chart produced as a result of a 'critical path analysis' and must abide by the constraints indicated on signature of Contract. It shall show the level of detail appropriate to each stage of the Works and all activities and restraints, each of which shall be given a short title. All events shall be numbered and annotated with earliest and latest event dates.

### **Article 17: Contractor's Drawings**

The Contractor shall make any revisions to the Design as may reasonably be required from time to time by the Contracting Authority including changes resulting from changes to Work and changes resulting from conditions on site.

### **Article 18: Tender Prices**

The Contractor shall pay all taxes, duties, and fees required to be paid by him under the

Contract, and the Contract Price shall not be adjusted for any of these costs except of changes in the Laws of the Malta or in the judicial or official government interpretation of such Laws made after the base date.

#### Article 25: Demolished Materials

- 25.1 Demolished materials shall become the property of the contractor.
- 25.4 Carting away and disposal of demolished materials shall be the responsibility of the contractor. All demolished materials are to be disposed of at an approved dumping site.

#### Article 26: Discoveries

- 26.2 Any discoveries of archeological importance and/or which Fondazzjoni Wirt Artna deems of value shall become the property of Fondazzjoni Wirt Artna.

#### Article 31: Commencement Date

- 31.1 The Supervisor shall give the Contractor not less than 7 days' notice of each Commencement Date. The Supervisor shall inform the Contractor in writing with the commencement date.

#### Article 32: Period of Performance

- 32.1 The total period of performance shall be 12 weeks from the commencement notice.

#### Article 34: Delays in Execution

- 34.1 The contractor shall be liable to a deduction of a sum equivalent to Euro 250 per calendar day for any delay. The maximum amount of damages shall not exceed 20% of the contract value, pursuant to which Fondazzjoni Wirt Artna will have the right to invoke the clauses relating to the termination of the contract and subsequent penalties.

#### Article 35: Variations and Modifications

- 35.7 The Supervisor shall not authorise any variations prior to obtaining the approval by Fondazzjoni Wirt Artna.
- 35.8 The Contractor is deemed to have determined his prices on the basis of his own calculations, operations and estimates, he shall, if the Contract is awarded to him, at no additional charge, carry out any work that is the subject of any item whatsoever in his Tender for which he indicates neither a unit price nor a lump sum.

#### Article 39: Quality of Works and Materials

- 39.2 The contractor must submit all necessary documentation, including test certificates and samples to the Supervisor for technical acceptance if requested.

#### Article 40: Inspection and Testing

- 40.2 The contractor is to certify through a qualified engineer any systems installed as part of this contract.



Article 42: Ownership of Plants and Materials

- 42.2 All materials delivered to the site to be incorporated in the works for which payments have been made to the contractor shall become the property of Contracting Authority.

Article 43: Payments: General Principles

- 43.1 Payments will be made in Euro.

*Payments shall be carried out as follows:*

|                                 |                                       |
|---------------------------------|---------------------------------------|
| 1 <sup>st</sup> Interim Payment | Upon Certification by Project Manager |
| 2 <sup>nd</sup> Interim Payment | Upon Certification by Project Manager |
| Final Payment                   | On certificate of Full Completion     |

- 43.3 The maximum period in which payments are to be effected is 60 days, failing which the provisions of the Late Payments Directive will come into effect (30 days as per General Conditions).

Article 44: Pre-financing

- 44.1 Pre-financing shall not apply for this contract.

Article 45: Retention Monies

- 45.2 A 10 % retention shall be retained from each interim payment to a maximum amount of 10% of the contract price. The amount will be released by the Contracting Authority at the Provisional Acceptance and upon submission of Bank Guarantee amounting to 10% of the total Contract Amount as Retention Guarantee for a period of one (1) year.

Article 46: Price Revision

- 46.1 Tender prices are fixed and not subject to revision.
- 46.2 Prices contained in the Contractor's tender shall be deemed:
- a) to have been determined on the basis of the conditions in force 30 days prior to the latest date fixed for submission of tenders or, in the case of direct agreement contracts, on the date of the contract;
  - b) to have taken account of the legislation and the relevant tax arrangements applicable at the reference date fixed in Article 46.3(a).
- 46.3 Prices contained in the Contractor's tender shall be deemed:
- c) to have been determined on the basis of the conditions in force 30 days prior to the latest date fixed for submission of tenders or, in the case of direct agreement contracts, on the date of the contract;
  - d) to have taken account of the legislation and the relevant tax arrangements applicable at the reference date fixed in Article 46.3(a).
- 46.4 In the event of changes to, or introduction of, any national or state statute, ordinance, decree

or other law, or any regulation or bye-law of any local or other public authority, after the date stated in Article 46.3 which causes a change in the contractual relationship between the parties to the contract, the Contracting Authority and the Contractor shall consult on how best to proceed further under the contract, and may as a result of such consultation decide, with the prior approval of Fondazzjoni Wirt Artna:

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

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

#### Article 47: Measurement

47.2 Measurement of works shall only be carried out on installation of items on site.

#### Article 48: Interim Payments

48.1 Interim payments shall only be made on certification of the works by the Project Manager.

#### Article 50: Delayed Payments

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

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

- A contractor would become entitled to the payment of interest at 3%.
- By way of exception, when the interest calculated in accordance with this provision is lower than or equal to €200, it shall be paid to the Contractor only upon a demand submitted within two months of receiving late payment.

#### Article 53: End Date

##### *European Regional Development Funds*

The date on which the commitment of Community funds ends is the second quarter of 2013.

#### Article 56: Partial Acceptance

The maintenance period begins on the date of partial acceptance.

#### Article 57: Provisional Acceptance

56.3 Provisional acceptance shall be considered as when all the works listed in the Bill of Quantities are carried out.

#### Article 58: Maintenance Obligations

The contractor shall be held responsible to fix any latent defects which can arise within the period of retention guarantee.

## Article 66: Dispute Settlement by Litigation

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

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

## VOLUME 2 SECTION 4 - SPECIMEN PERFORMANCE GUARANTEE

(LETTERHEAD OF THE REGISTERED FINANCIAL INSTITUTION PROVIDING THE GUARANTEE)

The Chairman  
Fondazzjoni Wirt Artna,  
Notre Dame Gate,  
St. Edward's Street,  
Vittoriosa,  
BRG 9038

[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 [Fondazzjoni Wirt Artna Reference], whereby the contractor undertook the [title of contract] in accordance with Article 13 of the Special Conditions the [works] 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 works and numbers] in case the obligations of the above-mentioned contract are not duly performed by the Contractor.

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

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

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

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

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

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

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

Yours Faithfully,

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

VOLUME 2 SECTION 6 - SPECIMEN RETENTION GUARANTEE

(LETTERHEAD OF THE REGISTERED FINANCIAL INSTITUTION PROVIDING THE GUARANTEE)

The Chairman  
Fondazzjoni Wirt Artna,  
Notre Dame Gate,  
St. Edward's Street,  
Vittoriosa,  
BRG 9038

[Date]

[Tender Reference]

Dear Sir,

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

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

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

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

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

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

Signature: .....

[stamp of the body providing the guarantee]

*Part 2 -The Contractor's Technical Offer*

# VOLUME 4 - FINANCIAL BID

## (Unit-Price Contracts)

### VOLUME 4

#### *BILL OF QUANTITIES*

##### *1. Preamble*

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

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

##### 1.1. Quantity of items

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

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

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

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

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

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

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

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

##### 1.2. Units of measurement

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

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

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

## *II. Terms Relating To Payments*

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

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

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

## *III. Pricing*

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

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

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

## *IV. Completing the bill of quantities*

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



Errors will be corrected as follows:

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

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

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

## SPECIFICATIONS

### **Technical specification for the Didactic Tender**

**Services needed:** Concept building, design, printing, manufacture and mounting on site.

### **Outdoor & indoor museum interpretation panels**

All museum interpretation panels are to be PVC mounted. They are to be hardy enough to make them resilient to the many forces, both nature and human. These signs are to be easily cleaned free of dirt and grime produced from the environment. These signs are to be fully UV protected against fading and scratch proof. They are to have a matt finish and when mounted against the wall they are to be hung in an invisible manner from their front. Wrapping of their graphic is to be done all round their edges and in the case of too large prints that require jointing this is to be done in an invisible manner. Such jointing shall always include throughout this tender overlapping of prints by a minimum of 10mm.

Technical specifications of PVC to be used:

- Half the weight of solid PVC sheets. (Specific gravity 0.55 - 0.70)
- Same thickness at lower cost
- Good mechanical properties
- Good insulation, lower heat transmission
- Easily worked with conventional tools, prints and paints
- Can be easily bonded, vacuum formed, nailed and bolted
- Flammability: self-extinguishing
- Low water absorption
- High chemical resistance
- Meets various international standards
- Non-toxic

All boards shall be of a minimum thickness of 10mm. Both boards and print material and are to be ensured against fading for a minimum of six (6) years for indoor boards, and a minimum of three (3) years for outdoor boards. A gurantee in this respect shall be provided by the successful tenderer when requested.

### **Light boxes**

Light boxes should be of a lightweight and ultra-thin design. They are to take mixed media paper or Duratran Material. Graphics are to be easily changed.

They are to use LED technology to give bright vibrant colour and also to use low energy consumption

They are to have a minimum of 20,000+ hours lifespan and emit minimal heat

Sizes are given per site.

### **Content, Design and samples of signs**

Contractor is responsible for all content to be included and the design of signs. All content and design has to be agreed beforehand with client. Samples of materials and models of signs are also to be provided by contractor for approval by client.

**Guarantee of materials and works:** Contractor is to provide client with a valid guarantee on materials and works for a minimum of six (6) years.

**Note:** It is the direct responsibility of the winning bidder to individual measure and check the spaces where each and every board listed here is to be fitted to ensure fitting.

## **Bill No.1 Saluting Battery, Valletta**

### **Item 1.1**

Continuous outdoor wall-mounted panel made in three parts. This panel will represent the historic evolution of the Saluting Battery through a combination of historic imagery of the same starting from the pre-Great Siege period and ending in the early Post-War years. This panel will be positioned at eye-level along the bastion wall under the arcade with No.1 Section stretching from No.2 Gun Powder Store to the Side-arm Store, No. 2 Section from the Side-arm Store to the glassed-in entrance and a No. 3 Section from the Glassed-in entrance to the toilets.

Measurements:

- Section Number One: L- 12.5m x H - 150cm.
- Section Number Two: L – 4.2m x H - 150cm.
- Section Number Three: L -12m x H - 150cm.

Qty: 3 pieces to form one continuous display board.

### **Item 1.2**

Outdoor small interpretation panels to provide information against each historic gun on display at the Saluting Battery. These are to be mounted on self-standing metal stands to be provided by winning bidder. Stands for these are to be of the lectern type.

Panel measurement: 30cm x 30cm

Height of stand (pole and base): 90cm.

Angle of tilt of panel: 30 degrees.

Qty: 12

## **Bill No.2 The Malta at War Museum, Vittoriosa**

### **Item 2.1**

Opening Times outdoor board wall-fixed 280mm x 300mm.

Qty: 1

### **Item 2.2**

Internal Welcome Screen in cut-out PVC (White), 20mm thickness to be permanently fixed to existing gypsum wall.

Measurement of existing wall is 1.95m x 2.10m.

Qty: 1

### **Item 2.3:**

Indoor museum wall-mounted panels located in Room One:

2.00m x 1.10m positioned right by entrance. Qty: 1

1.20m x 1.10m positioned on either side of doorway between rooms. Qty: 2

1.30m x 1.10m positioned to the right of the TV screen. Qty: 1

0.50m x 1.10m positioned to the left of existing TV screen. Qty: 1

0.50m x 1.10m positioned against back wall of ticketing boot. Qty: 1

Total Qty: 6

### **Item 2.4:**

Indoor museum wall-mounted panels located in Room Two:

2.70m x 1.10m positioned to the right of touch screen under archway. Qty: 1

1.20m x 1.10m positioned on either side of doorway between rooms. Qty: 2

2.20m x 1.10m positioned above existing sound box. Qty: 1

1.40m x .40m positioned under TV screen. Qty: 1

1.40m x .60m positioned above touch screen. Qty: 1

Total Qty: 6

### **Item 2.5:**

Indoor museum wall-mounted panels located in Room Three:

2.00m x 1.10m positioned to the left of the ramp door.

1.70m x 1.10m positioned to the right of the ramp door.

.50m x 1.10m positioned to the left of the milestones.

.50m x 1.10m positioned to the right of the milestones.

.50m x .50m to the left of the bombs.

.50m x 1.10m to the right of the bombs.

Total Qty: 6

### **Item 2.6:**

Indoor museum wall-mounted panels located in Room Four:

1.80m x 1.10m positioned opposite to audio visual room entrance.

1.40m x 1.10m positioned between entrance doors to audio visual room entrance.

2.10m x 1.10m positioned in front of George Cross display.

1.80m x 1.10m positioned above George Cross Display.

Total Qty: 4

### **Item 2.7:**

Indoor museum wall-mounted panels located in Room Five:

.40m x 1.10m positioned to the left of the first Wartime Food display case.

1.10m x 1.10m positioned between Wartime Food display cases.

.50m x 1.10m positioned to the right of the Wartime Food display case.  
.90m x 1.10m positioned in inner space between Bread Cart and Cooking Implements display case.  
.40m x 1.10m positioned next to Cooking Implements display case.  
2.40m x 1.10m positioned along the wall next to Searchlight.  
4.0m x 4.0 m positioned behind/around Bofors gun.  
1.80m x .50m positioned under the TV in front of the Naval display case.  
Total Qty: 8

**Item 2.8:**

Indoor museum wall-mounted panels located in Room Six:  
3.00m x 1.10m positioned by exit from shelter tunnel.  
2.55m x 1.70m positioned in  
1.40m x 1.10m positioned to the right of the Votive Dress display.  
1.40m x 1.10m positioned to the left of the Votive Dress display.  
1.30m x 1.10m positioned to the right of the doorway  
1.62m x 1.10m positioned to the left of the doorway.  
Total Qty: 6

**Item 2.9:**

Indoor museum wall-mounted panels located in Room Seven:  
1.60m x 1.10m positioned to the left of the TV screen (Political Development). 2 No.  
.90m x 1.10m positioned to the right of the TV screen (Military Defence).  
Qty: 3

### **Bill No.3 Lascaris Tunnels**

#### **Item 3.1:**

Opening Times outdoor board wall-fixed 280mm x 300mm.

Qty – 1

#### **Item 3.2:**

Wall-mounted back-lit signs measuring 2.00m x 1.20m.

These are to be fixed as follows:

6 - at different intervals in the main tunnel.

Qty – 6

#### **Item 3.3:**

Wall-mounted signs measuring 60cm x 60cm.

Mounted inside the tunnel as shown on plan.

Qty – 24

**Bill No.4 Garrison Crypt**

**Item 4.1:**

Opening Times outdoor board wall-fixed 280mm x 300mm.  
Qty: 1

**Item 4.2:**

Wall mounted printed Story Boards measuring 3m x 1.5 m.  
Qty 16.

**Item 4.3:**

Wall-mounted back-lit signs measuring 2.00m x 1.20m.  
Qty: 6



**Bill No.5 Saints Peter and Paul Counter-guard**

**Item 5.1:**

Opening Times outdoor board wall-fixed 280mm x 300mm.

Qty: 2

**Item 5.2:**

Wall-mounted back-lit signs measuring 2.00m x 1.20m. To be fixed inside the Gun Powder Tunnel as shown on plan.

Qty: 4

**Item 5.3:**

Wall-mounted signs measuring 60cm x 60cm. Mounted inside the Gun Powder Store as shown on plan.

Qty : 4

## **Bill No.6 Self-standing modular exhibition stand system**

### **Item 6.1 Self-standing modular exhibition stand system**

A robust exhibition stand for use in both permanent or semi-permanent displays. It must be completely modular with the ability to add additional panels or accessories as and when required.

The graphics panels are to be rollable and easily to attach to the frame structure by magnetic tape fixed to the rear of the printed graphics. It must be:

- Easy to assemble.
- Anodised aluminium construction.
- Supplied with rollable graphics panels.
- Steel bases to maximise stability.
- Detachable Halogen lamp lighting - 150w silver halogen with 360° pivoting head + Power lead

### **Quantities:**

#### **Flat boards**

2m (h) x 1m wide (overall graphic area) x 48

2m (h) x 2m wide x 12

2m (h) x 3m wide x 12

#### **Curved**

2m x 750mm wide x 6

2m x 1500mm wide x 6

2m x 2250mm wide x 6

#### **Packing**

The display system is to come with its own long-term re-usable packing system suitable for carriage and long-term storage.

FWA 609

**Bill of Quantities**

**TENDER FOR THE PROVISION OF VISUAL MUSEUM INTERPRETATION (DYADIC)**

| Item No. | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Quantity | Unit | Rate (Euro) incl. Taxes, Other Duties & Discounts (Euro) | Amount incl. Taxes, Other Duties & Discounts (Euro) |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|----------------------------------------------------------|-----------------------------------------------------|
|          | Bill No.1 Saluting Battery, Valletta                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |          |      |                                                          |                                                     |
| 1.1      | <p>Continuous outdoor wall-mounted panel made in three parts. This panel will represent the historic evolution of the Saluting Battery through a combination of historic imagery of the same starting from the pre-Great Siege period and ending in the early Post-War years. This panel will be positioned at eye-level along the bastion wall under the arcade with No.1 Section stretching from No.2 Gun Powder Store to the Side-arm Store, No. 2 Section from the Side-arm Store to the glazed-in entrance and a No. 3 Section from the Glazed-in entrance to the toilets.</p> <ul style="list-style-type: none"> <li>· Section Number One: L- 12.5m x H - 150cm.</li> <li>· Section Number Two: L - 4.2m x H - 150cm.</li> <li>· Section Number Three: L -12m x H - 150cm.</li> </ul> <p>Qty: 3 pieces to form one continuous display board.</p> | 3        | no.  |                                                          |                                                     |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |          |      |                                                          |                                                     |
| 1.2      | <p>Outdoor small interpretation panels to provide information against each historic gun on display at the Saluting Battery. These are to be mounted on self-standing galvanized painted metal stands to be provided by winning bidder. Stands for these are to be of the lectern type.</p> <p>Panel measurement: 30cm x 30cm<br/>Height of stand (pole and base): 90cm.<br/>Angle of tilt of panel: 30 degrees.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                    | 12       | no.  |                                                          |                                                     |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |          |      |                                                          |                                                     |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |          |      | Total Bill No. 1                                         |                                                     |

| Item No. | Description                                                                                                                                                                                                                                                                                                                                                                                                                         | Quantity | Unit | Rate (Euro) incl. Taxes, Other Duties & Discounts (Euro) | Amount incl. Taxes, Other Duties & Discounts (Euro) |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|----------------------------------------------------------|-----------------------------------------------------|
|          | <b>Bill No.2 The Malta at War Museum, Vittoriosa</b>                                                                                                                                                                                                                                                                                                                                                                                |          |      |                                                          |                                                     |
| 2.1      | Opening Times outdoor board wall-fixed 280mm x 300mm.                                                                                                                                                                                                                                                                                                                                                                               | 1        | no.  |                                                          |                                                     |
| 2.2      | Internal Welcome Screen in cut-out PVC (White), 20mm thickness to be permanently fixed to existing gypsum wall.<br>Measurement of existing all is 1.95m x 2.10m.                                                                                                                                                                                                                                                                    | 1        | no.  |                                                          |                                                     |
| 2.3      | Indoor museum wall-mounted panels (Quantity 1 of each below) located in Room One:<br>2.00m x 1.10m positioned right by entrance. Qty: 1<br>1.20m x 1.10m positioned on either side of doorway between rooms. Qty: 2<br>1.30m x 1.10m positioned to the right of the TV screen. Qty: 1<br>0.50m x 1.10m positioned to the left of existing TV screen. Qty: 1<br>0.50m x 1.10m positioned against back wall of ticketing boot. Qty: 1 | 6        | no.  |                                                          |                                                     |
| 2.4      | Indoor museum wall-mounted panels (Quantity 1 of each below) located in Room Two:<br>2.70m x 1.10m positioned to the right of touch screen under archway. Qty: 1<br>1.20m x 1.10m positioned on either side of doorway between rooms. Qty: 2<br>2.20m x 1.10m positioned above existing sound box. Qty: 1<br>1.40m x .40m positioned under TV screen. Qty: 1<br>1.40m x .60m positioned above touch screen. Qty: 1                  | 6        | no.  |                                                          |                                                     |
| 2.5      | Indoor museum wall-mounted panels (Quantity 1 of each below) located in Room Three:<br>2.00m x 1.10m positioned to the left of the ramp door.<br>1.70m x 1.10m positioned to the right of the ramp door.<br>.50m x 1.10m positioned to the left of the milestones.<br>.50m x 1.10m positioned to the right of the milestones.<br>.50m x .50m to the left of the bombs.<br>.50m x 1.10m to the right of the bombs.                   | 6        | no.  |                                                          |                                                     |

| Item No.                | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Quantity | Unit | Rate (Euro) incl. Taxes, Other Duties & Discounts (Euro) | Amount incl. Taxes, Other Duties & Discounts (Euro) |
|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|----------------------------------------------------------|-----------------------------------------------------|
|                         | <b>Bill No.2 The Malta at War Museum, Vittoriosa(cont'd)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |          |      |                                                          |                                                     |
| 2.6                     | Indoor museum wall-mounted panels (Quantity 1 of each below) located in Room Four:<br>1.80m x 1.10m positioned opposite to audio visual room entrance.<br>1.40m x 1.10m positioned between entrance doors to audio visual room entrance.<br>2.10m x 1.10m positioned in front of George Cross display.<br>1.80m x 1.10m positioned above George Cross Display.                                                                                                                                                                                                                                                                                                                             | 4        | no.  |                                                          |                                                     |
| 2.7                     | Indoor museum wall-mounted panels (Quantity 1 of each below) located in Room Five:<br>.40m x 1.10m positioned to the left of the first Wartime Food display case.<br>1.10m x 1.10m positioned between Wartime Food display cases.<br>.50m x 1.10m positioned to the right of the Wartime Food display case.<br>.90m x 1.10m positioned in inner space between Bread Cart and Cooking Implements display case.<br>.40m x 1.10m positioned next to Cooking Implements display case.<br>2.40m x 1.10m positioned along the wall next to Searchlight.<br><u>4.0 m x 4.0 m positioned behind/around Bofors gun.</u><br>1.80m x .50m positioned under the TV in front of the Naval display case. | 8        | no.  |                                                          |                                                     |
| 2.8                     | Indoor museum wall-mounted panels located in Room Six:<br>3.00m x 1.10m positioned by exit from shelter tunnel.<br>2.55m x 1.70m positioned in<br>1.40m x 1.10m positioned to the right of the Votive Dress display.<br>1.40m x 1.10m positioned to the left of the Votive Dress display.<br>1.30m x 1.10m positioned to the right of the doorway<br>1.62m x 1.10m positioned to the left of the doorway.                                                                                                                                                                                                                                                                                  | 6        | no.  |                                                          |                                                     |
| 2.9                     | Indoor museum wall-mounted panels located in Room Seven:<br>1.60m x 1.10m positioned to the left of the TV screen (Political Development). (2 in Number)<br>.90m x 1.10m positioned to the right of the TV screen (Military Defence).                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 3        | no.  |                                                          |                                                     |
| <b>Total Bill No. 2</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |          |      |                                                          |                                                     |

| Item No. | Description                                                                                                                                 | Quantity | Unit | Rate (Euro) incl. Taxes, Other Duties & Discounts (Euro) | Amount incl. Taxes, Other Duties & Discounts (Euro) |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------|----------|------|----------------------------------------------------------|-----------------------------------------------------|
|          | Bill No.3 Lascaris Tunnels                                                                                                                  |          |      |                                                          |                                                     |
| 3.1      | Opening Times outdoor board wall-fixed 280mm x 300mm                                                                                        | 1.00     | no.  |                                                          |                                                     |
|          |                                                                                                                                             |          |      |                                                          |                                                     |
| 3.2      | Wall-mounted back-lit signs measuring 2.00m x 1.20m.<br>These are to be fixed as follows:<br>6 - at different intervals in the main tunnel. | 6        | no.  |                                                          |                                                     |
|          |                                                                                                                                             |          |      |                                                          |                                                     |
| 3.3      | Wall-mounted signs measuring 60cm x 60cm.<br>Mounted inside the tunnel as shown on plan.                                                    | 24       | no.  |                                                          |                                                     |
|          |                                                                                                                                             |          |      |                                                          |                                                     |
|          | <b>Total Bill No.3</b>                                                                                                                      |          |      |                                                          |                                                     |

| Item No. | Description                                             | Quantity | Unit | Rate (Euro) incl. Taxes, Other Duties & Discounts (Euro) | Amount incl. Taxes, Other Duties & Discounts (Euro) |
|----------|---------------------------------------------------------|----------|------|----------------------------------------------------------|-----------------------------------------------------|
|          | Bill No.4 Garrison Crypt                                |          |      |                                                          |                                                     |
| 4.1      | Opening Times outdoor board wall-fixed 280mm x 300mm    | 1        | no.  |                                                          |                                                     |
|          |                                                         |          |      |                                                          |                                                     |
| 4.2      | Wall mounted printed Story Boards measuring 3m x 1.5 m. | 16       | no.  |                                                          |                                                     |
|          |                                                         |          |      |                                                          |                                                     |
| 4.3      | Wall-mounted back-lit signs measuring 2.00m x 1.20m.    | 6        | no.  |                                                          |                                                     |
|          |                                                         |          |      |                                                          |                                                     |
|          | Total Bill No.4                                         |          |      |                                                          |                                                     |



| Item No. | Description                                                                                                    | Quantity | Unit | Rate (Euro) incl. Taxes, Other Duties & Discounts (Euro) | Amount incl. Taxes, Other Duties & Discounts (Euro) |
|----------|----------------------------------------------------------------------------------------------------------------|----------|------|----------------------------------------------------------|-----------------------------------------------------|
|          | Bill No.5 Saints Peter and Paul Counter-guard                                                                  |          |      |                                                          |                                                     |
| 5.1      | Opening Times outdoor board wall-fixed 280mm x 300mm                                                           | 2        | no.  |                                                          |                                                     |
|          |                                                                                                                |          |      |                                                          |                                                     |
| 5.2      | Wall-mounted back-lit signs measuring 2.00m x 1.20m. To be fixed inside the Gun Powder Tunnel as shown on plan | 4        | no.  |                                                          |                                                     |
|          |                                                                                                                |          |      |                                                          |                                                     |
| 5.3      | Wall-mounted signs measuring 60cm x 60cm. Mounted inside the Gun Powder Store as shown on plan                 | 4        | no.  |                                                          |                                                     |
|          |                                                                                                                |          |      |                                                          |                                                     |
|          |                                                                                                                |          |      | Total Bill No.5                                          |                                                     |

| Item No. | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Quantity | Unit | Rate (Euro) incl. Taxes, Other Duties & Discounts (Euro) | Amount incl. Taxes, Other Duties & Discounts (Euro) |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|----------------------------------------------------------|-----------------------------------------------------|
|          | <b>Bill No.6 Self-standing modular exhibition stand system   &amp; Photographic/3D</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |          |      |                                                          |                                                     |
| 6.1      | <p>Self-standing modular exhibition stand system</p> <p>A robust exhibition stand for use in both permanent or semi-permanent displays. It must be completely modular with the ability to add additional panels or accessories as and when required.</p> <p>The graphics panels are to be rollable and easily to attach to the frame structure by magnetic tape fixed to the rear of the printed graphics. It must be:</p> <ul style="list-style-type: none"> <li>• Easy to assemble.</li> <li>• Anodised aluminium construction.</li> <li>• Supplied with rollable graphics panels.</li> <li>• Steel bases to maximise stability.</li> <li>• Detachable Halogen lamp lighting - 150w silver halogen with 360° pivoting head + Power lead</li> </ul> <p>Quantities:</p> <p>Flat boards</p> <p>2m (h) x 1m wide (overall graphic area) x 48</p> <p>2m (h) x 2m wide x 12</p> <p>2m (h) x 3m wide x 12</p> <p>Curved</p> <p>2m x 750mm wide x 6</p> <p>2m x 1500mm wide x 6</p> <p>2m x 2250mm wide x 6</p> <p>Packing</p> <p>The display system is to come with its own long-term re-usable packing system suitable for carriage and long-term storage</p> | 1        | no.  |                                                          |                                                     |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |          |      | Total Bill No.6                                          |                                                     |

| Bill No.           | Summary                                       | Amount incl. Taxes, Other Duties & Discounts (Euro) |
|--------------------|-----------------------------------------------|-----------------------------------------------------|
| No.1               | Saluting Battery, Valletta                    |                                                     |
| No.2               | The Malta at War Museum, Vittoriosa           |                                                     |
| No.3               | Lascaris Tunnels                              |                                                     |
| No.4               | Garrison Crypt                                |                                                     |
| No.5               | Saints Peter and Paul Counter-guard           |                                                     |
| No.6               | Self-standing modular exhibition stand system |                                                     |
|                    |                                               |                                                     |
| <b>GRAND TOTAL</b> |                                               |                                                     |