



# **Malta Air Traffic Services Limited**

**P.O BOX 1  
MALTA INTERNATIONAL AIRPORT  
MALTA**

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## **SUBJECT:**

**Tender for the Supply and Delivery of Power Cables.**

**This tender is free of charge**

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## **1.0 INTRODUCTION**

1.0.1 This Tender, which is being issued by Malta Air Traffic Services Limited (MATS – the Contracting Company), is for the Supply and Delivery of Power Cables.

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

## **2.0 TENDER PROCESS**

2.0.1 Tenderers bear the sole liability of examining with appropriate care the Tender documents and any clarification notes to the Tender documents issued during the Tendering period, and for obtaining reliable information with respect to conditions and obligations that may in any way affect the amount or nature of the Tender or the execution of the works. In the event that the tenderer is successful, no claim for alteration of the Tender amount shall be entertained on the grounds of errors or omissions in the obligations of the tenderer described above.

2.0.2 Tenderers shall promptly notify the Malta Air Traffic Services Limited, of any ambiguity or discrepancy that they may discover upon examination of the Tender Document.

2.0.3 Tenderers requiring clarification or interpretations of the Tender Document shall make a written request via e-mail (email address: [tenders@maltats.com](mailto:tenders@maltats.com)) at least six (6) working days prior to the closing date for receipt of Tenders. Any request after this date shall not be accepted.

2.0.4 MATS Limited may, at its own discretion, extend the deadline for submission of Tenders to give tenderers sufficient time to take clarification notes into account when preparing their Tenders.

2.0.5 Participation in tendering is open on equal terms, to all natural and legal persons of the member States of the European Union, the beneficiary country, and any other country in accordance with Regulation 76 of the Public Procurement Regulations.

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

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

### **2.1 Specifications / Bill of Quotation**

2.1.1 BOQs for Tender for the Supply and Delivery of Power Cables are specified in ANNEX A.

2.1.2 Tenderer should include full specifications of the material to be supplied.

### **2.2 Law**

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

## **2.3 Dispute Settlement by Litigation**

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

## **2.4 Delivery**

2.4.1 A reference to this tender will be written on the Purchase Order.

2.4.2 The Contractor shall bear all risks relating to the goods until provisional acceptance at destination. The supplies shall be packaged so as to prevent their damage or deterioration in transit to their destination.

2.4.3 The goods shall be accompanied by delivery notes and packaging lists

2.4.5 Delivery Date to be agreed upon award of tender.

## **2.5 Language of Tenders / Preparation of Tenders**

2.5.1 The Tender and all correspondence and documents related to the Tender exchanged by the tenderer and the Contracting Company shall be written in English. Supporting documents and printed literature furnished by the tenderer may be in another language, provided they are accompanied by an accurate translation into English. For the purposes of interpretation of the Tender, the English language shall prevail.

2.5.2 The Tenderer's submission shall be typed in, or handwritten in indelible ink and signed by the person listed in the Tenderers Details Form enclosed with the Tender Document. Any pages on which entries or correction to his/her submission have been made shall be initialed by the person listed in the Tenderers Details Form. All pages shall be numbered consecutively by hand, machine or in any other way acceptable by the Contracting Company.

2.5.3 The Tender shall contain no changes or alterations, other than those made in accordance with instructions issued by the Contracting Company (issue as clarification notes) or necessitated by errors on the part of the tenderer. In the latter case, corrections shall be initialed by the person signing the tender.

2.5.4 The Tender shall be rejected if it contains any alteration, tampering, addition or deletion to the Tender documents not specified in a clarification note issued by the Contracting Company.

## **2.6 Tender Composition**

2.6.1 A Complete Tender submission shall consist of the following

- ✓ Covering letter on bidder letterhead
- ✓ Table of contents (all pages to be numbered)
- ✓ Tenderer Declaration
- ✓ Itemised list including Part Numbers and Specifications.

Any incomplete tender proposal will automatically be disqualified.

## **2.7 Tender Rates/Prices**

2.7.1 Notwithstanding the provisions of payment terms referred to under the relative Clause of the General Conditions for Service Contracts (article 26, Payments and Interest on late payments) no pre-financing will be paid in this contract. Payment under this contract shall be effected within a reasonable period of time. This shall be taken to mean that payment is to be effected within 60 days from the presentation of a correct tax invoice to MATS Limited.

2.7.2 Provided that the invoices are accepted and certified by the Company and that the services conducted are carried out to the satisfaction of the Officer in charge of the Contract. Any penalties which shall be incurred by the Contractor shall be deducted from these bills. The Contractor shall be bound to conform in all respects with VAT legislation and regulations.

## **2.8 Tender Termination**

2.8.1 The tender shall be terminated when goods are delivered and verified by our employees at our premises.

## **3.0 CONTRACT AWARD**

### **3.1 Criteria for Award**

3.1.1 The sole award criterion shall be the rates. The contract shall be awarded to the cheapest priced and Tender satisfying the administrative and technical criteria.

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

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

3.2.2 In the event of a Tender procedure's cancellation, tenderers shall be notified by the Contracting Authority. If the Tender procedure is cancelled before the opening of any envelope of any Tender, the sealed envelopes will be returned, unopened to the tenderers.

3.2.3 Cancellation may occur where:

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

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

### **3.3 Right of Recourse of Regulation 21, Part II of the Public Procurement Regulations 2010**

(1) Where the estimated value of the public contract exceeds twelve thousand euro (€12,000) and is issued by an authority listed in Schedule 1, any tenderer or candidate concerned shall have a right to make a complaint to the Review Board in accordance with this regulation.

(2) (a) MATS shall be obliged to issue a notice and affix an advertisement, in a prominent place at its premises, indicating the awarded public contract, the financial aspect of the award and the name of the successful tenderer. MATS shall, by electronic means or by fax, inform the tenderer or candidate concerned of the publication of the award.

MATS shall be precluded from concluding the contract during the period allowed for the submission of appeals.

(b) The award process shall be completely suspended if an appeal is eventually submitted.

(3) Any tenderer or candidate concerned who is aggrieved by the award indicated by the contract authority may, within five working days from the date of notification, file a letter of objection, together with a deposit, with MATS, clearly setting forth any reason for his complaint. The deposit to be paid in respect of tenders valued at less than forty-seven thousand euro (€47,000) shall be four hundred euro (€400), while those between forty-seven thousand euro (€47,000) and one hundred and twenty thousand euro (€120,000) shall be 0.5% of the estimated value of the tender, with a minimum deposit of four hundred euro (€400). The letter by the complaining tenderer shall be affixed on the notice board of MATS and shall be brought to the attention of the recommended tenderer.

(4) After the expiry of the period allowed for the submission of a complaint, MATS shall deliver the letter of complaint, the deposit receipt and all documents relating to the public contract in question to the Review Board who shall examine the matter in a fair and equitable manner. In its deliberation the Review Board shall have the authority to obtain, in any manner it deems appropriate, any other information not already provided by MATS. The Review Board shall determine the complaint by upholding or rejecting it. The written decision of the Review Board shall be affixed on the notice board of MATS and copies thereof shall be forwarded to the Director of Contracts and all the parties involved.

(5) (a) Any tenderer or candidate who feels aggrieved by a decision taken by the Review Board may appeal to the Court of Appeal (Superior Jurisdiction) as constituted in accordance with article 41(1) of the Code of Organization and Civil Procedure by means of an application filed in the registry of that court within twenty calendar days from the decision on which that decision has been made public.



(b) A copy of the appeal application shall be served on MATS and on the recommended tenderer, if any, who may file a written reply within twenty days from the date of service.

(c) The Court of Appeal shall set down the cause for hearing at an early date, in no case later than two months from the date on which the appeal is brought before it and shall cause notice of such date to be given to the parties who, on their part, shall assume the responsibility to visit the court registry and be aware of the latest information regarding the appointment for the hearing of the case.

(d) After appointing the application for hearing, and after listening to the oral submissions made by all parties, the Court shall decide the application on its merits, within the shortest time possible but not any later than four months from the day when the appeal had been filed and the parties have been duly notified. Pending the decision of the Court, the process of the call for tenders shall be suspended.

#### **4.0 TENDER SUBMITTALS**

##### **4.1 Method of Submissions**

A written proposal and an electronic copy for this call of Tender shall be submitted in a sealed envelope at the Finance and Administration Department of the Malta Air Traffic Services Limited Luqa, by the time and date indicated on the front page of this document. Tenders are to be marked as

### **Tender 6/2015** **Tender for the Supply and Delivery of Power Cables**

Tenders are to be delivered to the following address:

**Finance and Administration**  
**Malta Air Traffic Services Limited**  
**PO Box 1**  
**Malta International Airport**  
**Luqa LQA 5000**

Late submissions shall not be accepted. The proposal for this Tender shall be closed in a sealed package with the Advert Name clearly marked on it and submitted by recorded delivery (official postal/courier service). Any other method of submission shall NOT be accepted.

The tenderer shall abide with all the conditions specified in OPM Circular No 12/2013 dated 1 July 2013 regarding service contracts awarded by Government and public sector organisations.

## 4.2 TENDERER'S DECLARATION(S)

### To be completed and signed by the tenderer

In response to your advert inviting audit firms to tender for the above contract, we, the undersigned, hereby declare that:

We have examined, and accept in full and in its entirety, the content of this tender Document. 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. We offer to provide / supply, in accordance with the terms of the tender document and the conditions and time limits laid down, without reserve or restriction, the following services / supplies:

#### **Tender for the Supply and Delivery of Power Cables.**

The rates/prices of our tender (inclusive of VAT, duties, other taxes and any discounts) is:

[.....]

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.

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

We have no potential conflict of interests or any relation with other candidates or other parties in the tender procedure at the time of the submission of this application. We have no interest of any nature whatsoever in any other tender in this procedure.

We recognise that our tender may be excluded if we propose key experts who have been involved in preparing this project or engage such personnel as advisers in the preparation of our tender.

We will inform MATS Limited 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 MATS Limited.

We acknowledge that the Company shall request rectifications in respect of incomplete/non-submitted information pertinent to the documentation listed. We understand that such rectification/s must be submitted within two (2) working days, and will be subject to a non-refundable administrative penalty of €50, and that failure to comply shall result in our offer not being considered any further

**4.3 TENDERER'S DETAILS**

**Name of Tenderer:** .....

**Address :** .....

.....

**VAT Registration Number (if applicable):**.....

**Name of Contact Person :** .....

**I.D. / Passport Number :**.....

**Email address:** .....

**Telephone Number:** .....

**Fax Number:** .....

**Signature**

**Date**

.....

.....

## Bill of Quantities

### ANNEX A

#### Description and quantities of the Supply and Delivery of Power Cables.

Item	Description	Quantity
1	4 core 150mm sq XLPE/SWA/PVC cable	150m
2	Single core size 150mm sq XLPE/PVC	150m
3	Compression terminal lugs (preferably long stem and large fixing hole) size 150mm sq	120
4	Single core PVC insulated (green/yellow) earth wire size 70mm sq	160m
5	Compression terminal lugs (preferably long stem and large fixing hole) size 70mm sq	24
6	3 core PVC/SWA/PVC size 6 mmsq	60m
7	4 core PVC/SWA/PVC size 2.5 mmsq	200m
8	Brass glands with plastic shrouds and earth tag for 4 core 150mm sq XLPE/SWA/PVC cable	20