



# **Malta Air Traffic Services Limited**

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

**Contact number: +356 23695447**

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## **SUBJECT:**

**Tender for the Provision of Professional Services to Compile  
a Fixed Asset Register**

**This tender is free of charge**

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**TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES TO COMPILE A  
FIXED ASSET REGISTER**

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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 provision of professional and consultancy services to compile a fixed asset register.

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 Contracting Company (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 The contract will expire once the Tenderer submits to the Company the required Fixed Asset Register that meets all the criteria and is to its satisfaction.

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

2.0.4 Tenderers requiring clarification or interpretations of the Tender Document shall make a written request via e-mail (email address: [mario.jazzopardi@maltats.com](mailto:mario.jazzopardi@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.

2.0.5 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.

2.0.6 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.

2.0.7 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.

2.0.8 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 Fixed Asset Register Requirements and Specifications**

2.1.1 MATS Limited needs to have a list of fixed assets owned by the Company which contains pertinent details for its operations. The Tenderer is required to compile an electronic database that incorporates the asset register. This asset register, which ideally should be incorporated and integrated to the existing accounting software (Shireburn Financial Manager – SFM) used by the Company, should incorporate at least the following information :-

- An asset description
- The quantity of each asset
- The manufacturer of the asset
- The asset's serial number
- The asset's acquisition date
- The cost of the asset
- The asset's estimated useful life
- The depreciation to date
- The asset's current book value
- The asset's physical location
- The date of disposal
- An asset tracking number that is ideally tagged to the physical asset

2.1.2 With the assistance of Company's personnel the Tenderer is to establish and allocate the percentage use of each asset applicable for En-Route and Terminal Operations and allocate depreciation cost according to such usage on these two activities. Furthermore, fixed assets are to be categorized into their nature of service, i.e. Air Traffic Management, Communication, Navigation, Surveillance and Aeronautical Information.

## **2.2 Specifications**

- Persons eligible for consideration to provide this service must be Audit Firms which have been registered as such with the Accountancy Board for a minimum of 3 years. Tenderers are required to submit proof to this effect.
- The contractor will be required to assign a partner who will be overall responsible for the management, conduct and timely completion of the fixed asset register.
- The contractor will be required to have and demonstrate experience in the compilation of fixed asset registers.

### **2.3 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.

### **2.4 Language of Tenders / Preparation of Tenders**

2.4.1 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.

2.4.2 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.

2.4.3 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.

2.4.4 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.

### **2.5 Tender Rates/Prices**

2.5.1 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.

2.5.2 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.

## **2.6 Conditions of Employment**

2.6.1 The following conditions are mandatory conditions of any service contract resulting from the outcome of this tender:

The Contractor shall be bound not to sub-contract the professional services, or any part of, to a third party. This exclusion does not apply to bona fide self-employed individuals, and that the tenderer is guaranteeing that no work will be carried out by persons designated as self-employed where their actual employment status in terms of the Employment Status National Standard Order, LN44/2012, is that of an employee.

2.6.2 A guarantee that all the employees of the tenderer, whether providing services to the contracting Company or not, have a written contract of service and are registered with the Employment & Training Corporation. On award of the contract the tenderer should supply copies of the contracts of all the employees to the Finance and Administration Section. Tenderer shall ensure that all employees are to be given a detailed payslip containing all relevant details including the amount paid, normal hours worked, overtime hours, hours worked on Sundays and public holidays, hours availed of as leave or sick leave, a breakdown of bonuses/allowances as well as deductions made (such as social security contributions and income tax).

2.6.3 Tenderer shall ensure that employee's wages/salaries are paid only by direct payment in the employee's account number. The tenderer is to guarantee that the relevant bank statements of wage/salaries' deposit and copies of the detailed payslips are to be made available as and when required by the Director of Industrial & Employment Relations.

2.6.4 The contractor shall be obliged to specify the minimum hourly workers' costs in tenders involving the provision of employees' services and shall also provide a breakdown of the employee costs in tenders where the tender requires a global sum covering the services to be provided.

2.6.5 Apart from the above conditions which the tenderer must abide with, MATS Limited will for any contracts awarded - keep accurate timesheets of the work carried out by the employees at the Finance and Administration Office.

2.6.6 Following the award of the tender, if it results that a tenderer has not adhered in any way to the conditions of the contract and/or has in any way breached industrial and employment legislation, then the contract may be terminated.

2.6.7 Any breach of regulations emanating from the Employment and Industrial Relations Act, the Employment and Training Services Act and the Occupational Health and Safety Authority Act may constitute sufficient grounds for the termination of any contract awarded as indicated above.

2.6.8 The Contract for Services shall be read, governed and construed in accordance with the Laws of Malta and any controversy in relation thereto shall be submitted to final and binding arbitration in terms of Part IV of the Arbitration Act (Chapter 387 of the Laws of Malta)

### **3.0 TENDER SUBMITTALS**

#### **3.1 Method of Submissions**

A written proposal for this call of Tender shall be submitted at the Finance and Administration Section 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 delivered to the following address:

**Chief Finance Officer  
Malta Air Traffic Services Limited  
Finance and Administration Section  
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 either 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.



### **3.2 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:

#### **Provision of Professional Services to Compile a Fixed Asset Register**

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.

**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**

.....

### 3.3 STATEMENT ON CONDITIONS OF EMPLOYMENT

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

We hereby declare that no part of the services to be provided under this contract shall be subcontracted.

We hereby declare that all the employees have a written contract of service and are registered with the competent Authority of our country.

We hereby declare that employees shall be given a detailed payslip containing all relevant details including the amount paid, normal hours worked, overtime hours, hours worked on Sundays and Public Holidays, hours availed of as leave or sick leave, a breakdown of bonuses/allowances as well as deductions made (such as social contributions and income tax).

We hereby declare that all the wages/salaries of our employees are paid only by direct payment in the employee's bank account. We hereby declare that during the execution of this contract, if and when requested by the Contracting Company or the Director of Industrial and Employment Relations, We shall provide a copy of the contracts of service, payslips, FS3 forms and bank statement of wages/salaries deposits of any of our employees irrespective of whether such employees are employed on this contract for inspection. We hereby declare that we shall submit to the Contracting Company a list of the employees to be engaged on the contract after the award of the contract.

We hereby declare that if we are found in breach of any of the above declarations we accept that this contract will be terminated and that we will have no right to be compensated for any damage we may have suffered or will suffer in the future in respect to this termination.

We are hereby attaching the minimum hourly workers' costs for this contract and a breakdown of the employees' costs in global sum contracts.

Name and surname

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Signature of Tenderer .....

I.D. No .....

Date .....

**NOTE:**

Prospective tenderers are advised to note that their tendered rate for these professional services when calculated per hour as based on the declared number of working hours/day in the Tenderer's Declaration below, should be greater than the minimum hourly wages rate for 2014 plus applicable allowances for vacation leave, bonus/weekly allowance, public holidays and NI (if employee is principally employed with tenderer), VAT and applicable tenderer's rates for sick leave and other leave entitlements (bereavement leave, birth , marriage , maternity etc.)

**3.4 BREAKDOWN OF TENDERER'S EMPLOYEES' COSTS** (To be completed by tenderer)

<u>Employee Category</u>	<u>Wage: € /hour</u>	<u>Employer's National Insurance contribution : € /hour</u>	<u>Vacation Leave: € / hour</u>	<u>Bonus: € / hour</u>	<u>Public Holidays € / hour</u>	<u>Sick leave and other leave Entitlements € /hour</u>	<u>TOTAL : € /hour</u>

