



Malta Air Traffic Services Ltd

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

Contact no: +3562369 5447

Closing Date: 16th September 2014

Date Published: 24th August 2014

SUBJECT:

**TENDER FOR LANDSCAPING AT MALTA AIR
TRAFFIC SERVICES LTD 2014**

This tender is free of charge

TENDER FOR THE PROVISION OF LANDSCAPING AT MALTA AIR TRAFFIC SERVICES LTD

1.0	Introduction	3
2.0	Tender Process.....	3
3.0	Specific Tender Conditions.....	4
3.1	Law.....	4
3.2	Language of Tenders / Preparation of Tender.....	5
3.3	Tender Rates/ Rates.....	5
3.4	Conditions of Employment.....	6
4.0	Tender Submittals	7
4.1	Method of Submissions.....	7
4.2	Tenderer’s Declaration.....	8
4.3	Statement on conditions of employment.....	10

1.0 INTRODUCTION

1.0.1 This Tender, which is being issued by Malta Air Traffic Services Ltd, is for the provision of Landscaping at the main premises of Malta Air Traffic Services Ltd (within the airside limits of Kirkop) and Hal Far Radar.

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, 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 shall be entertained on the grounds of errors or omissions in the obligations of the tenderer described above.

2.0.2 The duration of contract is of two years from date of commencement and by mutual consent, the agreement of the two-year period may be extended by one year.

2.0.3 Tenderers shall promptly notify the Chief Finance Officer of Malta Air Traffic Services Ltd, 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 or via e-mail (email address: mario.j.azzopardi@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 Ltd 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 also incur financial penalties representing 10% of the total value of the contract being awarded.

2.0.8 All equipment required, including safety and protective clothing as well as uniforms and other services is to be supplied by the tenderer.

The Tenderer shall bear all costs associated with the preparation and submission of the Tender. MATS Ltd 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.

3.0 Specific Tender Conditions

3.0.1 The tenderer shall provide the names and Identity Cards of the employees to carry out landscaping services at MATS premises situated within the airfield of the Malta airport and at Hal Far Radar site.

3.0.2 The Contractor shall be:

- Responsible for the general maintenance and care of the indoor and outdoor plants of the Company.
- Make the best use of fertiliser and spraying materials for the control of pests and diseases (the contractor must not use any chemicals which are detrimental to humans and animals).
- Remove weeds from under kerbs and buildings belonging to MATS Ltd.
- Advise MATS Ltd about any damages in the irrigation system.
- Hand water on a regular basis all the plant and flowers pots located within the premises of MATS Ltd.

3.0.3 The contractor shall be expected to adhere to a schedule from Monday to Friday (during office hours) as provided by MATS.

3.0.4 Airport Security Passes required by employees to gain access to security restricted areas within the airport shall be the responsibility of the Contractor. Furthermore, the Contractor shall ensure that the employees assigned to MATS are given the necessary security awareness training for personnel working in security restricted areas.

3.0.5 Employees shall be expected to be of good moral character. Their conduct and performance at work will be monitored and the Company shall reserve the right to refuse access to any of the Contractor's employees if they are found to be lacking in behavior and performance.

3.0.6 The Contractor shall indemnify the Company, its shareholders and its employees against any liabilities in respect of any personal injuries or damage to property. To this end the Contractor shall take out adequate insurance for a sum to be agreed with the Company.

3.1 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.

3.2 Language of Tender / Preparation of Tender

3.2.1 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.

3.2.2 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.

3.2.3 The Tender shall contain no changes or alterations, other than those made in accordance with instruction 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.

3.2.4 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.

3.3 Tender Rates/Prices

3.3.1 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 the bill to MATS Ltd.

3.3.2 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. In breach of this time limit a Contractor shall be entitled to the payment of interest at 2% over the rate of interest established by Central Bank of Malta for the particular period. The provisions established in the General Conditions for Service Contract with respect to late payment (Article 26) are not applicable. The Contractor shall be bound to conform in all respects with VAT legislation and regulations.

3.4 Conditions of Employment

3.4.1 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.

3.4.2 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 gardening services, or any part of, to a third party. The Contractor must guarantee that the contractual work will not be carried out by self-employed persons but solely by employees of the tenderer.

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.

The Contractor must 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 Finance and Administration Section.

Apart from the above conditions which the tenderer must abide with, MATS Ltd will for any contracts awarded - keep accurate timesheets of the work carried out by the tenderer's employees. The tenderer shall be bound to ensure that any employees provided to carry out services at MATS Ltd shall be obliged to register their presence at the Company's premises on these timesheets.

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.

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.

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

4.0 TENDER SUBMITTALS

4.1 Method of Submissions

A written proposal for this call of Tender shall be submitted at the Finance and Administration Section of Malta Air Traffic Services Ltd 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 Ltd
Finance and Administration Section
PO Box 1
Malta International Airport
Malta**

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.

4.2 TENDERER'S DECLARATION(S)
To be completed and signed by the tenderer

In response to your letter of invitation 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 Landscaping for Malta Air Traffic Services

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 made under Clause 7 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 the MATS Ltd 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.

I 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

.....
.....

Manufacturer

.....

**VAT Registration Number
(if applicable)**

.....

Name of Contact Person

.....

I.D. / Passport Number

.....

Email address

.....

Telephone Number

.....

Fax Number

.....

Signature

Date

4.3 STATEMENT ON CONDITIONS OF EMPLOYMENT

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

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

I am hereby declaring that the fee for such a service would be €..... per week inclusive of VAT.

Name and surname

Signature of Tenderer

I.D. No

Date

NOTE:

Prospective tenderers are advised to note that their tendered rate for item 1 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.)