



EUPA/1/2010

REQUEST FOR TENDER
For the Provision of Accommodation with conference facilities for a Training Course of the Youth in Action Programme within the European Union Programmes Agency

**European Union Programme Agency
36, Old Mint Street,
Valletta**

February, 2010



Reference: EUPA/1/2010

Tender for the provision of accommodation with conference facilities for a Training Course in the Youth in Action Programme within the European Union Programmes Agency.

Details to be collected from:

Head of Administration
European Union Programmes Agency (EUPA),
Ground Floor
36, Old Mint Street,
Valletta.
During EUPA office hours.
Tel: 25586130
Fax: 25586139
e-mail: eupa@gov.mt

An electronic version of the required information is also available on the website www.via.eupa.org.mt. A softcopy may also be requested and will be forwarded via e-mail.

Sealed quotations, clearly marked ‘Tender for the provision of accommodation with conference facilities for a Training Course in the Youth in Action Programme within the European Union Programmes Agency’, are to be deposited in the tender box by Tuesday 9th March, 2010 before 12.00 p.m. (noon) at the address below:

National Coordinator
European Union Programmes Agency (EUPA),
Ground Floor
36, Old Mint Street,
Valletta.

Organisations intending to submit a proposal are to send their particulars on eupa@gov.mt in case any clarifications need to be communicated to all interested tenderers.

Tender

1. With reference to the advert ‘**Tender for the provision of accommodation with conference facilities for a Training Course in the Youth in Action Programme within the European Union Programmes Agency**’, and in terms of the conditions therein mentioned and those there to attached, I/We

.....

.....

(Name of individual or firm submitting the tender to be entered in block letters)

offer and bind myself/ourselves to provide the service in the Notice aforesaid in conformity with the Specification and Conditions relating thereto:

- (i) For the Sum of Euros
2. I/We hereby acknowledge that I am/we are fully cognizant of the contents of the aforesaid specification and conditions of tender.
3. I/We undertake that this tender shall not be retraced or withdrawn for a period of **THREE** calendar month/s from the date of expiration of the period fixed for its delivery, inclusively, but shall remain binding and may be accepted by the Agency at any time during the said period of **THREE** calendar month/s, even by a verbal communication of the acceptance.
4. Should the above quotation be accepted, I/We undertake to provide within the period stipulated (7 days for local tenderers, 15 days for overseas tenderers) computed from the date of Letter of Acceptance the approved Bank Guarantee by a local Bank as detailed in Clause 32 of the General Conditions of Contract to the extent of ten per cent (10%) of the value of this contract, and should at any time in the course of such contract, the value be increased by the allocation of extra/additional works in terms of Clause 3 of the General Conditions of Contract, then the amount of this guarantee shall, if so required, be adjusted proportionally by the Bank concerned.

Signature
ID Card Number
Full Name (BLOCK
LETTERS)
Name of Company
or Partnership
Capacity to represent
company or
partnership
Date of registration Registration Number
Registered Address
.....
.....
Telephone No. E-Mail Address
.....
Fax No. Age of Submitter

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Purpose of this RFT

The European Union Programmes Agency is seeking the services **for the provision of accommodation with conference facilities for a Training Course in the Youth in Action Programme within the European Union Programmes Agency.**

1. Introduction

The National Agency - the European Union Programmes Agency (EUPA) – as designated by the Ministry of Education, Youth and Employment through L.N. 128 of 2007 on 4th May 2007 is responsible to organise activities under the Youth in Action Programme for decentralised funds of the DG Education and Culture, European Commission.

2. Services Required

Conditions and specifications for **the provision of accommodation with conference facilities for a Training Course in the Youth in Action Programme within the European Union Programmes Agency.**

Conference is to be organised in Malta.

Conference – Training Course in the Youth in Action Programme

The **dates** in which the hotel will be in use:

9th – 16th May 2010

It is expected that 42 people will be participating in this seminar. Prices for extra nights outside the stipulated activity dates must be settled directly with the Hotel by the individual. The same rates shall apply for the dates outside the activity dates.

The following **specifications** are requested:

Rooms:

18 Double Rooms on Full Board basis (9th till the 16th May 2010).

5 Single Rooms on Full Board basis (8th till the 16th May 2010).

Training Rooms

- 1 plenary room with natural day light, with enough space to take 45 people comfortably and the possibility to use a screen, podium, a top table and space to place a backdrop. The room should be situated in a quiet area where participants will not be disturbed by other residents.

Requirements

- The hotel should be accessible to persons with disability
- Flipcharts (one in each workshop room)
- Photocopy machine available for us
- Screen
- P.A System (including microphone on top-table)
- 1 roving microphone
- Internet access (Wi-Fi) in plenary room and office
- Parking facilities for organisers

All the above mentioned items, facilities and services should be provided in an itemised manner which shows the whole breakdown of expenses in the submitted tender. The final cost must be inclusive of VAT. For more information one may contact Mr. Antonio Olivari, Communications and Activities Officer at EUPA, at antonio.olivari@gov.mt or on telephone number 2558 6130.

3. Conditions and instructions

Interested bidders are to follow the following conditions and instructions:

3.1 Conditions

The European Union Programmes Agency reserves the right not to select any proposal or not to select the least expensive proposal. Furthermore, it reserves the right to accept proposals in whole or in part, to discuss or negotiate different or additional terms to those envisaged in this RFT or in a proposal, or to amend and modify any terms of this RFT.

Until a contract resulting from the RFT is executed, Contractor must not disclose any details pertaining to their proposal and the selection process in whole or in part, to anyone not specifically involved in their proposal, unless written consent is secured from the European Union Programmes Agency, prior to such disclosure.

Contractor shall not issue a news release or other public announcements pertaining to details of their proposal or the selection process without the prior written approval of the European Union Programmes Agency.

The selected Contractor will not divulge to any third party any of the information obtained in the course of the assignment without the prior consent of the European Union Programmes Agency. The Contractor will moreover ensure that its employees, and any other persons it may engage to assist it in the performance of its assignment, shall be similarly so bound. Information must be protected and used in accordance with the provisions of the Data Protection Act 2001 and relevant financial regulations and protocols.

3.2 Instructions for submitting an RFT

Proposals shall be submitted in accordance with the format identified in **Section 12: Proposal Response Format**.

The RFT is classified as an Agency Contract.

Any information or clarifications in connection with the RFT are to be addressed to:

Head of Administration
European Union Programmes Agency (EUPA),
Ground Floor
36, Old Mint Street,
Valletta.

During EUPA office hours.

Tel: 25586130

Fax: 25586139

e-mail: eupa@gov.mt

Requests for additional information or clarifications are to be submitted in writing by not later than seven (7) days prior to the closing date of the RFT. Submissions are to be forwarded by mail, fax or e-mail and each request will be acknowledged. Answers in writing will be circulated to all persons or entities that have collected the RFT not later than four (4)

days prior to the date of receipt of Tenders except in the case of postponing the date for receipt of Tenders or withdrawing the request for Tenders.

Contractors are to submit three (3) copies of their RFT response clearly marked **‘Tender for the provision of accommodation with conference facilities for a Training Course in the Youth in Action Programme within the European Union Programmes Agency’**, on the sealed envelope and documents are to be entitled **‘Tender for the provision of accommodation with conference facilities for a Training Course in the Youth in Action Programme within the European Union Programmes Agency’**.

Together with the proposal, Contractors must submit a schedule of all documents and materials forming part of the response.

Proposals are to be deposited in the Tender Box located at the Administration Office, Ground Floor, European Union Programmes Agency (EUPA), 36, Old Mint Street, Valletta by 12.00 p.m. (noon), Tuesday 9th March 2010. Late submissions will not be considered.

This tender is being published and awarded subject to the recourse procedures as set forth in the Financial Administration and Audit Act (Cap 174), Legal Notice No. 177 – Public Contracts Regulations 2005 – published in the Government Gazette No. 17775 dated 3rd June 2005. (Appendix VIII refers)

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the rules of the Malta Arbitration Centre as at present in force. Any references in the attached General Conditions to other arbitration procedures shall not apply.

If anything described in the specifications or other relevant documents, is in the opinion of the bidder, unsuitable, undesirable or inconsistent with the guarantee and responsibility under the contract, he shall draw the attention of the Director General (Contracts), Department of Contracts, Floriana, Malta, to such matters at the time of tendering. This shall also relate to matters arising out of documents and instructions issued after time of tendering. Any objections shall be then made prior to the commencement of any of the services affected thereby.

3.3 Other requirements and conditions

- 3.3.1 The Bidder must adhere to the specifications given in this RFT;
- 3.3.2 The Bidder must also ensure that the set objectives are reached in a consistent and timely manner;
- 3.3.3 The Contractor shall perform the services under the contract with due care, efficiency and diligence, in accordance with the best professional practice;
- 3.3.4 The Contractor shall treat all documents and information received in connection with the contract as private and confidential, and shall not, save in so far as may be necessary for the purposes of the performance thereof, publish or disclose any particulars of the contract without the prior consent in writing of the National Coordinator of the European Union Programmes Agency. The Contractor and its staff shall maintain professional secrecy, for the duration of the contract and after completion thereof. In this connection, except with the prior written consent of the National Coordinator of the European Union Programmes Agency, neither the Contractor nor the personnel employed or engaged by it shall at any time communicate to any person or entity any confidential information disclosed to them or discovered by them;
- 3.3.5 For the period of execution of the contract, the Contractor and its personnel shall respect human rights and undertake not to offend the political, cultural and religious practices prevailing in the beneficiary country;
- 3.3.6 The Contractor shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during performance of the Contract must be notified in writing to the European Union Programmes Agency without delay;
- 3.3.7 Contractors who have been found to have seriously failed to meet their contractual obligations shall also be subject to financial penalties representing 10% of the total value of the Contract;
- 3.3.8 Any amendment of the contract must be set out in writing in an addendum, to be concluded on the same terms as the original contract. If the request for an amendment comes from the Contractor, the latter must submit such a request to the European Union Programmes Agency. Addenda are to be submitted to the European Union Programmes Agency for approval and signing;
- 3.3.9 The Contractor shall furnish any person authorized by the National Coordinator, European Union Programmes Agency with such information relating to the services and the project as they may at any time request;

4. Evaluation process

4.1 The Evaluation Process will be carried out by an Adjudication Team set up for the purpose of adjudicating this tender.

4.2 The Contractor may be requested to conduct a presentation of their proposal to further sustain their response.

4.3 The Adjudication Team will score the bids individually, based on the following criteria:

Evaluation Criteria	% Weighting
1. the completeness and quality of the proposal;	25
2. the level of understanding of the assignment in terms of business operations and functions required by the Agency;	15
3. the track record in handling similar projects of the Contractor, taking into account projects with both the European Union Programmes Agency;	25
4. cost of the proposal	35
Total Weighting	100

4.4 Negotiations will commence with the preferred Contractor. If these negotiations are not successful, the European Union Programmes Agency may decide to open negotiations with the other preferred Contractor. This process will be repeated as deemed necessary and/or appropriate. The European Union Programmes Agency may also decide to negotiate with more than one Contractor concurrently.

4.5 The European Union Programmes Agency has the right to negotiate changes, amendments or modifications to the proposal of the selected Contractor, as submitted, without offering other Contractors the opportunity to amend their proposals.

4.6 The European Union Programmes Agency reserves the right not to award the contract to any of the potential Contractors.

4.7 In the case of failure in the negotiation process with the selected bidder, the European Union Programmes Agency reserves the right to initiate negotiations with the next favourable bidder.

5. Proposal response format

Schedule of provision of conference facilities with the provision of accommodation with conference facilities of an at least four star hotel for a Training Course of the Youth in Action Programme within the European Union Programmes Agency.

Conference – Training Course in the Youth in Action Programme

Activity dates: 9th to 16th May 2010

Name of Tenderer:	
18 Rooms for double use on Full Board basis (7 nights) from 9 th to 16 th May 2010	€
5 Rooms for single use on Full Board basis (8 nights) from 8 th to 16 th May 2010	€
Coffee Breaks: 2 coffee breaks on each day for a maximum of 42 persons Coffee Break to include: tea, coffee, juice, water, pastries, biscuits	€
Cost of mineral water (still & sparkling) per litre bottle (local)	€
1 meeting room: Theatre style room with the capacity of approx. 45 persons	€
1 other room: To be used as Office	€
Facilities for main room: Screen P.A System (including microphone) 1 Roving Microphone	€ € €

Podium	€
Top Table	€
3 Flipcharts	€
Photocopy machine available for us	€
Transportation: Transfers to and from the airport per participant	€
Parking facilities	€

All amounts quoted should be inclusive of VAT

ANNEX I: DETAILS OF BIDDER

Name of Bidder	
Address	
Trading License	Valid up to
E-mail Address	
Tel. Nos.	
Fax Nos.	
Mobile Phone No.	
VAT Registration No.	
Signature	Date
ID. Card No.	

APPENDIX II

GENERAL CONDITIONS GOVERNING THE EMPLOYMENT OF LABOUR IN CONNECTION WITH GOVERNMENT CONTRACTS

1. The following conditions shall apply to all contracts entered into by the Maltese Government, the execution of which involves the employment of workers by the other party to the contract and expenditure of public funds of an amount exceeding €1,600 being contracts for:
 - a) the construction, alteration, repair or demolition of public works;
 - b) the manufacture, assembly, handling or shipment of material, supplies or equipment; or
 - c) the performance or supply of services.
2. The wages, hours of work and other conditions of labour of workers employed by a contractor shall be not less favourable than those established for work of the same character:
 - a) by national laws and regulations as modified by collective agreement or other recognised machinery of negotiation between employers and workers representatives respectively of substantial proportions of employers and workers in the trade or industry concerned or by voluntary settlement or arbitration award under the Industrial Relations Act affecting such employers and workers; or
 - b) failing such modifications described in (a) by the laws and regulations as modified by the general level observed by the employers in the trade or industry in which the contractor is engaged; or
 - c) failing the applicability of (a) and (b), then by collective agreements, voluntary settlement or arbitration award, or by the general level in the trade or industry.
3. On the tendering for the Government contracts, the contractor shall certify that to the best of his knowledge and belief the wages, hours, of work and conditions of labour of workers employed by him in the trade or industry in which he is offering himself as a contractor are fair and reasonable having regard to the provisions of condition 2 above.
4. Any difference or dispute arising as to what wages ought to be paid, or what hours or other working conditions ought to be observed in accordance with the requirements of condition 2 shall, if not otherwise disposed of, be referred to the Industrial Tribunal for settlement by it.

5. The Contractor shall keep proper wages books and time sheets showing the wages paid to and the time worked by the workers in and about the execution of the contract, and he shall be bound, whenever required, to produce such wages books and time sheets for the inspection of any person authorised by the Head of Department concerned or by the Head of the Department of Labour and Emigration.
6. The Contractor shall also, when required to do so furnish to the Department concerned or to the Department of Labour and Emigration such further detailed information and evidence as the Head of the Department may deem necessary in order to be satisfied that these conditions have been complied with.
7. (1) A contractor shall not be entitled to payments of any money which would otherwise be payable under the terms of the contract in respect of the work and labour performed in the execution of the contract unless and until he shall have filed a statement, certified by him to be correct, showing:
 - a) the rates of wages and hours of labour of the various classes of workmen employed in the execution of the contract;
 - b) whether any wages in respect of the said work and labour remain in arrears; and
 - c) that all the labour conditions of the contract have been complied with.(2) Where the works carried out by the Contractor extend over a period of six months or more, the contractor shall file such a statement every six months, even where he shall be entitled to payment only when the works have been completed.
8. If any worker employed in the execution of the contract files a claim in the Department of Labour and Emigration that any payment in respect of wages due to him has not been made, the Director of Labour and Emigration may if the claim is proved to his satisfaction and if the contractor fails to pay, arrange for the payment of such claim out of the monies at any time payable to the contractor under the said contract and the amount so paid shall be deemed a payment under the contract.
9. Any contractor who contravenes these conditions shall not be allowed to tender for Government contracts for such period as the Government may determine.
10. Contractors shall recognise the freedom of their workers to be members of registered trade unions.
11. It shall not be lawful for the contractor to transfer or assign the contract, directly or indirectly, or any part, share or interest in it or any amount due by the Government, therefor, to any person or persons whomsoever, without the written consent of the Government.

12. The contractor shall be held responsible for compliance with these conditions by sub-contractors, or by assignees of contracts on whose behalf application is made by the contractor in terms of the preceding paragraph of these conditions. The limit of €1,600 shall not apply to sub-contractors and assignees of contracts.
13. These conditions shall not apply to employees of contractors occupying positions of management, or of a technical, professional or scientific character who do not ordinarily perform manual work.

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APPENDIX III
GENERAL CONDITIONS OF CONTRACT FOR
THE EXECUTION OF WORKS IN MALTA

1. In these conditions and in any specifications or special conditions annexed hereto:
 - a) the word 'Government' shall mean the Government of Malta;
 - b) the word 'Inspector' shall mean the engineer or other person or persons appointed by Government to inspect the work when the Government decides to have inspection;
 - c) the words 'Head of Department' shall mean the Head of Government Department in Malta - by whom or on whose behalf the tender is being issued - and shall include any officer in that Department duly authorised by him;
 - d) the word 'Accountant General' shall mean the 'Accountant General and Director of Contracts' in Malta;
 - e) the word 'Contractor' shall mean any person or persons whose tender for the work referred to shall be accepted by the Government;
 - f) the word 'work' shall also include articles of every description and materials of every kind in every stage of their preparation - to be supplied under the contract for the execution of the contract works;
 - g) the word 'Malta' shall have the meaning assigned to it by Section 126 of the Constitution;
 - h) the word 'variation' shall mean any increase or decrease in the quantity of works or any extra work required for the completion of the contract.
2. The Contractor shall indemnify the Government against all claims at any time on account of patent rights or royalties, whether for manufacture or for use in Malta. In the event of any claims being made against the Government in respect of which the Contractor is liable under this condition, the Contractor shall be notified thereof and may at his own expense conduct any litigation that may arise therefrom or any negotiations for settlement.
3. The Government shall have the power to require reasonable alterations in the work or any of its details, and, if such alterations do not involve extra expense, no payment shall be made in respect of them.
4. The Contractor shall not receive payment beyond the contract sum for any work which he may consider that payment should be made as an extra, unless such work shall have been ordered as extra work, or unless the Contractor, before commencing

such work, shall have claimed in writing that it should be paid for as an extra, and the Inspector or the Head of Department shall have certified in writing that the claim is reasonable and proper.

5. i) Subject to what is stated at para 3 above, the Head of Department shall make variations in the form, quality or quantity of the works or any part thereof that may in his opinion be necessary, and for that purpose or of for any other reason it shall in his opinion be desirable, shall have power to order the Contractor to do, and the Contractor shall do any of the following:
- a) increase or decrease the quantity of any work included in the contract;
 - b) omit any such work;
 - c) change the character or quality or kind of any such work;
 - d) change the levels, lines, position and dimensions of any such work;
 - e) execute additional or extra work of any kind necessary for the completion of the works;

and no such variation shall in any way vitiate or invalidate the contract but the value (if any) of all such variations shall be taken into account in ascertaining the final amount of the contract sum.

Provided however that no such increase, decrease, alteration or omission made under this clause shall be such as to augment or diminish the entity of the contract by more than 20%.

- ii) No such variation shall be made by the Contractor without an order in writing of the Head of Department. Provided that no order in writing shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an order given under this clause but is the result of quantities exceeding or being less than those stated in the Bill of Quantities. Provided also that if for any reason the Head of Department shall consider it desirable to give any such order verbally the Contractor shall comply with such order and any confirmation in writing of such verbal order given by the Head of Department whether before or after the carrying out of the works, shall be deemed to be an order in writing within the meaning of this clause. Provided further that if the Contractor shall confirm in writing to the Head of Department any verbal order, and such confirmation shall not be contradicted in writing by the Head of Department, it shall be deemed to be an order in writing by the Head of Department.
6. The Government shall determine the amount (if any) which should be added to or deducted from the sum named in the Tender in respect of any extra or additional work done or omitted by its order. All such work shall be valued at the rates set out in the contract if the same rates shall be applicable. If the contract shall not contain any rates applicable to the extra or additional works, then suitable prices shall be agreed upon

between the Government and the Contractor. In the event of disagreement, the Government shall fix such prices as shall in its opinion be fair and reasonable.

Provided that no such increase of the contract sum shall be made unless as soon as after the date of the order as is practicable, and in the case of extra or additional work before the commencement of the work or as soon thereafter as is practicable, notice shall have been given in writing

- i) by the Contractor to the Head of Department of his intention to claim any extra payment, or
 - ii) by the Head of Department to the Contractor of Government's intention to fix a rate or price as the case may be.
7. In the event of additions being made, or for any other valid reason, the Government may, if it thinks it necessary, extend the time for delivery or completion for such period as it may consider reasonable and proper. The Contractor shall be informed in writing of any such extension.
8. Should there be any discrepancy between the contract drawings and the specifications, or any inconsistency or omission in either of them, reference must be made to the Inspector or the Head of Department for an explanation and the Contractor will be held responsible for any errors that may occur in the work through neglect of this precaution.
9. The Contractor shall deliver the whole of the work, complete in all its parts and furnished with every necessary detail and fitting, notwithstanding any omission or inconsistency in the contract drawings and specification.
10. Before proceeding to execute any work, the Contractor shall obtain the Inspector's or the Head of Department's approval of the manner in which the Contractor proposes to execute each portion of the work, and shall furnish such drawings or information as the Inspector or the Head of Department shall require.
11. The Contractor shall take all risks of accident or damage to the work, from whatever cause arising, and shall be responsible for the sufficiency of all means used by him for the fulfilment of the contract, and shall not be relieved from such responsibility by any approval which may have been given by the Inspector or the Head of Department.
12. The materials and fittings of every kind used are to be free from defects and, unless otherwise specified, are to be of the best description of their respective kinds. The workmanship is to be of first class character, and the degree of finish such as the Inspector or the Head of Department shall require.

13. The Inspector or the Head of Department may adopt any means he may think fit to satisfy himself that the materials specified are actually used, and he shall have power throughout the contract, either personally or by deputy, to inspect without giving previous notice, the entire work or any part thereof at every stage of progress and wherever the work, or any part thereof, may be in progress, he shall also have power subject to clauses 3, 4 and 5, above to amend or alter anything he may think fit and to reject any parts of the work of which he may disapprove.
14. Should the Contractor anticipate at any time during the execution of the contract that he will be unable to deliver the work within the contract time, he must at once give notice accordingly, in writing, to the Head of Department explaining the cause of delay.
15. The contract time for delivery shall be the period or periods named in the Letter of Acceptance of tender and shall be reckoned from the date of receipt of the said letter or from the date of the order to start work whichever may be applicable.

Provided that any written order to start work shall be issued not later than six (6) weeks from the date of the Letter of Acceptance.

16. Any drawings, tracings, descriptions or other literature specified must be furnished by the Contractor with the first consignment of the work to which they refer, and payment will not be made by the Accountant General until such drawings, tracings, descriptions or other literature have been furnished to the satisfaction of the Inspector or the Head of Department.
17. It shall not be lawful for the Contractor to transfer or assign the contract, directly or indirectly, or any part, share or interest in it or any amount due by the Government therefore, to any person or persons whomsoever, or to sublet the contract or any part of it, or to allow any portion of the work to be done otherwise than in his own establishment, without the written consent of the Government.
18. When any materials to be supplied by the Contractor for the execution of the contract work require to be weighed, the weighing shall be done by a public weigher attached to the Customs Department at the contractor's expense and at such place or places as shall be fixed by the Head of Department.
19. Should there be any discrepancy between the General Conditions and any special conditions or specifications of any contract, the special conditions or specifications shall be followed in preference to the General Conditions.
20. Payment will be made by the Treasury in accordance with the terms of the Bond (Bank Guarantee) referred to at Clause 32, within a reasonable time after due completion of the works to the satisfaction of the Head of Department. Payment will be subject to any deductions to which the Contractor may have become liable under this contract.

21. If the work is not completed and delivered within the time specified in the contract, the Contractor shall be liable to a penalty as indicated in the conditions of contract. Provided that the Government may remit such penalty, wholly or in part, if it is satisfied that the delay could not have been avoided. Delays in the supply of materials to the Contractor will not be admitted as a ground for remission or deduction of penalty, except in so far as they may have arisen from strikes or other causes which could not be foreseen or overcome by the manufacturers, suppliers or vendors of such materials.

Provided that in the latter event and unless the Contractor within six (6) weeks from the date of delivery of the materials to site, resumes supplies of such materials as provided for in these conditions. Government without prejudice to its rights under Clause 21, 23 and 24 hereof, shall be entitled to hold the Contractor responsible for damages incurred by Government as a result of the delays referred to in these conditions.

22. In the event of any difference of opinion arising between the Head of Department and the Contractor, the dispute shall be referred to a committee composed of the unofficial members of the Contracts Committee, whose decision shall be final and binding. Provided also that such members of this committee shall in no way, directly or indirectly, have any interest in the contract in question.

23. a) Should the Contractor from any cause whatever, become unable or fail to carry on the contract with efficiency; or should he not progress with the work in the manner intended by the contract, or not have the work ready for delivery in conformity with the terms of the contract; or should his preparations for commencement and his subsequent rate of progress be so slow, from any cause whatever, that, in the opinion of the Head of Department he will be unable to complete and deliver the work by the expiration of the specified period; or should he refuse or neglect to comply with the directions given him by the Head of Department or in any other respect act contrary to the terms of the contract, then the Government shall have the power to declare the contract at an end, and the Contractor shall only be paid for such portion of the work as shall have been actually delivered at the date of such declaration, after deduction of any sum leviable under the conditions of the contract. When the work is tendered for in a lump sum, the portion of the work that shall have been actually delivered at the date of such declaration will be valued by the Head of Department which valuation after being approved by the Government, and subject to any deduction leviable under the conditions of the contract, shall be final.

b) The Contractor, shall, in addition, be liable to pay to the Government, or the Government shall be entitled to further deduct the value of any expense, loss or damage (including any difference between the contract price of the work to be done, under the contract, or of such portion thereof as may not have been delivered at the date of such declaration as aforesaid, and the price which the Government may have to pay for similar work provided in lieu of such portion as may not have been so

delivered) which the Government may be put to or sustain by reason of, or in connection with the Contractor's breach of contract.

24. Should the Contractor abandon the work he will forfeit the Bond (Bank Guarantee). If there is a hypothec as stipulated in clause 33 in the name of the Contractor the amount of the hypothec shall however be reduced to one-fourth of the total value of contract. The work may be considered to have been abandoned if the Contractor fails to commence it within 3 working days from the date of the acceptance of tender or from the order to start work or if he stops work for 3 consecutive working days without previously obtaining permission from the Head of Department.
25. Besides the penalties for delay envisaged in these conditions and without prejudice to all his other liabilities arising out of the contract, the Contractor shall also become liable to a penalty if the rate of progress of the work throughout the contract period is not satisfactory. The Contractor shall be considered to be in default if he fails to carry out every month at least 70% of the estimated monthly average progress. For the purpose of assessing such average progress the value of the contract shall be divided by the number of months stipulated in the contract period. Within each month the Contractor should complete works whose value is equivalent to the average progress obtained as above. Hence in the case of contracts having a completion period of 6 or more months, no penalty shall be imposed in respect of the first month from the date of allocation of the contract. Should the Contractor's progress fail below the minimum percentage progress, he will become liable to a penalty equivalent to 2% of the value of the contract in respect of every month during which progress is below standard. If the Contractor completes the whole contract within the stipulated period, the Government may consider the refund of any penalties the Contractor may have incurred for slow monthly progress.
26. The Contractor shall surround any excavations which may be made in any public thoroughfare in connection with this contract, with such protection and shall light the same at night in such a manner and with such lamps, as the Head of Department shall direct. The Contractor shall further fulfil all the obligations imposed by Art. 19 of the Police Laws.
27. It shall be lawful for the Head of Department to reject without the necessity of prior legal proceedings any consignment of work or part thereof, which in his opinion does not possess the qualities or does not conform to the standard required under the contract and to obtain it elsewhere, or have it replaced at any price, and on Contractor's account, should the latter fail to replace the articles or the work rejected within the time allowed for the purpose by the Head of Department.
28. Without prejudice to the Government's right to dissolve 'ipso jure' the contract in the case of infringement of any condition there under and apart from the deduction established for delay in delivery, any such infringement shall render the Contractor, in each case, liable to a deduction by way of damages of 5 per cent of the value of the contract or the sum of Lm10, whichever is the greater unless the Government

elects, with regard to each particular infringement, but not necessarily with regard to all infringements, to claim actual damages incurred.

29. The Government is not bound to accept the lowest or any tender.
30. The Government reserves the right of accepting any tender wholly or in part, or of dividing the contract among two or more tenderers.
31. The award of the contract does not exonerate the contractor from the obligation of obtaining any other permit and/or licence that may be required under any law, principal or subsidiary, in force in Malta from time to time.
32. The Contractor shall within seven days in the case of a local contractor, (15 days in the case of an overseas contractor) - such periods to commence from the date of the Letter of Acceptance - furnish the Bond (Bank Guarantee) by a local Bank referred to in the form of tender amounting to 10% or 15% according to the value of the contract.
33. Where contracts for construction works only are involved, the Contractor shall, in addition to the Bond (Bank Guarantee) referred to at clause 32, be required to hypothecate all his property in general for not less than one half (50%) of the value of the contract, subject to the Government being satisfied that the Contractor enjoys a legal title over property of a corresponding amount.
34. Notwithstanding anything contained herein or in the notice for tender or in the form of tender, if a tenderer happens to be a statutory body having a distinct legal personality and if a contract is awarded to such body, a Bank Guarantee will not be required and the provisions of all clauses relating to the submission of a Bank Guarantee shall not apply but the said body shall bind itself to indemnify the Government against any failure on the part of such body to comply with any of the conditions of the tender.
35. This contract shall be, and be deemed to be a Maltese contract and shall be governed by and construed according to the laws for the time being in force in Malta. Notwithstanding any other disagreement or claims, the Maltese Courts shall have exclusive jurisdiction to hear and decide on the merits of the matter in dispute.

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APPENDIX IV

SECTION 20 OF LEGAL NOTICE 177 OF 2005

20. (1) Where the estimated value of the public contract exceeds €11646.87 (Lm5,000) but not €46587.47 (Lm20,000) and is issued by a Local Council or by an authority listed in Schedule 2, any interested economic operator shall have a right to make a complaint to the General Contracts Committee in accordance with the procedure laid down in these regulations.

(2) The contracting authority 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.

(3) Any interested economic operator who may be aggrieved by the award shall, within three working days from the publication of the notice, file a letter of objection, together with a deposit of €232.94, with the contracting authority, clearly setting forth any reason for his complaint. The letter by the complaining tenderer shall be affixed on the notice board of the contracting authority and shall be brought to the attention of the recommended tenderer. The contracting authority shall be precluded from concluding the contract during the period allowed for the submission of appeals. The award process shall be completely suspended if an appeal is eventually submitted.

(4) After the expiry of the period allowed for the submission of a complaint, the contracting authority shall deliver the letter of complaint, the deposit receipt and all documents relating to the public contract in question to the Director of Contracts.

(5) The Director of Contracts shall refer the case to the General Contracts Committee which shall examine the matter in a fair and equitable manner and determine the complaint by upholding or rejecting it. The written decision of the General Contracts Committee shall be affixed on the notice board of the contracting authority and copies thereof shall be forwarded to all the parties involved.

(6) In its deliberation the Committee shall have the authority to obtain in any manner it deems appropriate, any other information not already provided by the contracting authority. The General Contracts Committee's decision shall be final and binding on the contracting authority and the interested economic operator who shall not be afforded any further recourse.

(7) Tender documents issued in terms of this Part shall include a clause informing tenderers that the award of the contract is subject to the right of recourse as provided for in this regulation, a copy of which should be reproduced in the documents.

(8) The Minister shall have the authority to order by legal notice, that recourse as provided in this regulation be made available also by authorities listed in Schedule 3 and to prescribe the procedure by which such recourse is to be granted.