

IMPORTANT NOTE

Tender Guarantee

Tender Guarantee (Bid Bond) must remain valid for a period of 90 days after the deadline for submission of tenders.

Prospective Bidders are to note that the original copy of the Tender Guarantee (Bid Bond) is to be submitted by hand or by post at the Department of Contracts, Notre Dame Ravelin, Floriana FRN1600, every working day from Monday to Friday (excluding Public Holidays) up to the date indicated in clause 2 of the tender document from 08:30hrs to 12:30hrs.

Prospective Bidders are to ensure that when delivering the original copy by hand they are given a receipt.

Submission of e-tenders

If a tender needs to be submitted by an MFSA-registered organisation and other Economic Operators who qualify as per Terms of Use of the ePPS, users need to log into the ePPS with the organisation eID. EPPS users holding a sole trader account are kindly reminded that their account can only be used to submit tenders under their sole trader's name and not on behalf of any other organisation.

In case a tender needs to be submitted by a Joint Venture/Consortium, an account needs to be created through the ePPS for the Joint Venture/Consortium and only this account must be used to submit the tender.

In the case where a person requires to submit a tender on behalf of an entity, which may be an organisation or Joint Venture/Consortium, the submission must be performed through the account of the entity. The latter must assign the person an account to perform the submission on its behalf, if the person is not already assigned. The entity will be considered as the economic operator submitting the tender.

Economic Operators are reminded that Account registration for Sole Traders and Joint Ventures/Consortia is directly through the ePPS at www.etenders.gov.mt while MFSA-registered organisations and other Economic Operators who qualify as per Terms of Use of the ePPS must register through the MyGov website at www.mygov.mt.

Prospective Bidders are reminded that when submitting more than one option for a particular CFT, they should submit multiple tenders.

Prospective Bidders are reminded to follow the above instructions and other instructions in the Terms of Use of the e-procurement system and the Manual for Economic Operators available under the 'Help' tab of the epps homepage.

The Department of Contracts reserves the right to disqualify Economic Operators who do not abide by the above instructions.

Submission of Financial Offer

Tenderers must quote all components of the price inclusive of taxes/charges, customs and import duties and any discounts BUT excluding VAT. VAT shall be paid in accordance with the current VAT regulations.



REFERENCE NUMBER: MGA/02/2015

LEASING OF GARAGE/STORAGE SPACE FOR THE MALTA GAMING AUTHORITY

Date Published: 23rd June 2015

Deadline for Submission: 17th July 2015 at 09:30am CET


Tender Opening: 17th July 2015 at 10:00am CET

IMPORTANT:

- No Bid Bond is requested for this tender

IMPORTANT

Clarifications shall be uploaded and will be available to view/download from www.etenders.gov.mt

 This e-tender does not require print-outs from this document. Please consider your environmental responsibility before printing.

MALTA GAMING AUTHORITY

TG Complex, Suite 1, Level 3, Brewery Street, Mriehel,
Birkirkara BKR 3000 Malta. Tel: (356) 2546 9000.
Email: info.mga@mga.org.mt. Web: www.mga.org.mt

LEASING OF GARAGE/STORAGE SPACE FOR THE MALTA GAMING AUTHORITY

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## SECTION 1 – INSTRUCTIONS TO TENDERERS

### 1. General Instructions

- 1.1 In submitting a tender<sup>1</sup>, the tenderer accepts in full and in its entirety, the content of this tender document, including subsequent Clarifications issued by the Central Government Authority/Contracting Authority (CGA/CA), whatever his own corresponding conditions may be, which he hereby waives. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender document. These Instructions to Tenderers complement the General Rules Governing Tenders version 1.12 dated 11 February 2015 (available from [www.etenders.gov.mt](http://www.etenders.gov.mt) under 'Resources').

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

Prospective tenderers must submit their response to this tender online, at [www.etenders.gov.mt](http://www.etenders.gov.mt), by completing the prescribed tender response format using the Tender Preparation Tool (TPT) provided by the System. Please note that the TPT was recently updated. This means that anyone who has downloaded the TPT in the past will need to download this tool again. If this is not done, the tender package, created using the old version of the tool, will not be accepted by the etenders portal. Therefore, to avoid the inconvenience of having the tender package rejected, please make sure that you fill in the tender structure using the latest version which can be downloaded from the <http://www.etenders.gov.mt> portal. In case of any discrepancy between the requirements contained in this document and those in the tender response format, the latter shall prevail.

Prospective tenderers take full responsibility to submit their electronic tender response (offer) well before the tender submission deadline in order to avoid last minute upload restrictions. Tender offers must be fully uploaded / accepted by the ePPS prior to the deadline for submission of offers, that is, tenders in transit upon tender submission deadline will be rejected.

- 1.2 The subject of this tender is the 3 year leasing of a garage/storage space.
- 1.3 The place of acceptance of the services shall be the Malta Gaming Authority, the time-limits for delivery shall be one month from signing of contract, and the INCOTERM<sup>2010</sup> applicable shall be **Delivery Duty Paid (DDP)**.
- 1.4 This is a fee-based contract.
- 1.5 This call for tenders is being issued under an open procedure.

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<sup>1</sup> Unless otherwise indicated, a tender offer above 100MB will not be accepted by the system (ePPS)

## 2. Timetable

|                                                                                                                                                                                                                                                                                                                                                         | DATE           | TIME  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-------|
| Workshop (Refer to Clause 6.2)                                                                                                                                                                                                                                                                                                                          | Refer to 6.2   | -     |
| Deadline for request for any additional information from the Malta Gaming Authority<br><b>Clarifications to be sent either:</b> <ul style="list-style-type: none"><li>• <b>Online from <a href="http://www.etenders.gov.mt">www.etenders.gov.mt</a> or</b></li><li>• <b>Via email on <a href="mailto:info@mga.org.mt">info@mga.org.mt</a></b></li></ul> | 30th June 2015 | 16.00 |
| Last date on which additional information are issued by the Malta Gaming Authority                                                                                                                                                                                                                                                                      | 8th July 2015  | 16.00 |
| Deadline for submission of tenders<br>(unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)                                                                                                                                                                                                                      | 17th July 2015 | 09.30 |
| Tender Opening Session<br>(unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)                                                                                                                                                                                                                                  | 17th July 2015 | 10.00 |

\* All times Central European Time (CET)

## 3. Lots

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

## 4. Variant Solutions

- 4.1 No variant solutions will be accepted. Tenderers must submit a tender in accordance with the requirements of the tender document.

## 5. Financing

- 5.1 The project is financed from local budget funds.

## 6. Clarification Meeting/Site Visit/Workshop

- 6.1 No clarification meeting/site visit is planned.
- 6.2 Prospective tenderers may register to attend a workshop that will be organised in collaboration with the Centre for Development, Research and Training at San Salvatore Bastion, Sa Maison Road, Floriana FRN1610. During this workshop, prospective tenderers will be given the opportunity to familiarise themselves with the new electronic tendering procedure.

Prospective tenderers are to register themselves to attend this workshop by sending an email on [etenders@gov.mt](mailto:etenders@gov.mt) with the name, surname, role within the organisation, and contact details (telephone and email address) of the nominated person. **Only one person** will be allowed to participate for each prospective tenderer.

## **7. Selection and Award Requirements**

- 7.1 In order to be considered eligible for the award of the contract, tenderers must provide evidence that they meet or exceed certain minimum criteria as described in Section 4 TECHNICAL SPECIFICATIONS - Article 1.4

### **(A) Eligibility Criteria**

- (i) No Bid Bond is required.<sup>(Note 1)</sup>
- (ii) Declare agreement, conformity and compliance with the General Rules Governing Tendering Version 1.12 dated 11 February 2015 in the Tender Response Format (available from [www.etenders.gov.mt](http://www.etenders.gov.mt)).
- (iii) Declare agreement, conformity and compliance with the provisions of the Tender's Declaration in Tender Response Format.
- (iv) Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment in Tender Response Format.
- (iv) Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment in Tender Response Format. Please also attach the minimum hourly workers' costs involving the provision of the employees' services.<sup>(Note 2)</sup>
- (v) Power of Attorney (if applicable)<sup>(Note 2)</sup>

### **(B) Selection Criteria**

#### *Financial and Economic Standing*

- (i) No evidence of financial and economic standing is required.

#### *Proof of Technical Capacity*

- (ii) Meet the following minimum requirements:
  - a) Declare ownership of garage;
  - b) Declare that garage has the required MEPA permits;
  - c) Declare agreement that capacity of the garage/storage space is of at least 80sqm with a minimum height of 3m and having a mechanical door measuring 3.5m by 2.7m in height;
  - d) Declare agreement of entrance of 5m height if garage is not at street level;
  - e) Declare agreement that humidity control system, alarm system and CCTV are in place;
  - f) Declare agreement that garage is fully finished including concrete floors, painted walls and water and electricity supply.

### **(C) Technical Specifications**

- (ii) Tenderer's Technical Offer in response to specifications to be submitted online through the prescribed Tender Response Format and by using the Tender Preparation Tool provided including any drawings if applicable.<sup>(Note 3)</sup>

### **(D) Financial Offer**

- (i) A financial offer calculated on a basis of **Delivered Duty Paid (DDP)<sup>2010</sup>** for the services tendered as per Tender Response Format.
- (ii) A filled-in Financial Bid Form (as per document available to download online from [www.etenders.gov.mt](http://www.etenders.gov.mt)) as per Tender Response Format.<sup>(Note 3)</sup>

**Notes to Clause 7.1:**

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

**8. Tender Guarantee (Bid Bond)**

- 8.1 No tender guarantee (bid bond) is required.

**9. Criteria for Award**

- 9.1 The sole award criterion will be the price. The contract will be awarded to the cheapest priced tender satisfying the administrative and technical criteria.

## **SECTION 2 – EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS**

### ***Right of Recourse - Regulation 21 of the Public Procurement Regulations***

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

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) 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. The contracting authority shall, by electronic means or by fax, inform the tenderer or candidate concerned of the publication of the award. The contracting authority 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 publication of the notice, file a letter of objection, together with a deposit, with the contracting authority, 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 the contracting authority 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, the contracting authority 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 the contracting authority. 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 the contracting authority 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 the Contracting Authority 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.

6) 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.

7) The Minister shall have the authority by order to extend the provisions of this regulation in order 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.



## SECTION 3 – SPECIAL CONDITIONS

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

### Article 2: Notices and Written Communications

- 2.2 All correspondence and documents related to the tender exchanged by the tenderer and the Malta Gaming Authority must be written in English. Any queries should be addressed to:

Ms Sharlene Busuttil  
Manager Inspectorate Operations  
Email: [sharlene.busuttil@mga.org.mt](mailto:sharlene.busuttil@mga.org.mt)  
Or  
Mr Godwin Borg  
Supervisor Inspectorate  
Email: [godwin.a.borg@mga.org.mt](mailto:godwin.a.borg@mga.org.mt)  
Malta Gaming Authority  
Suite 1, Level 3, TG Complex, Brewery Street,  
Mrieħel  
Tel: 25469000  
Fax: 21446950  
Web: [www.mga.org.mt](http://www.mga.org.mt)

### Article 5: Supply of Information

- 5.1 As per General Conditions.

### Article 6: Assistance with Local Regulations

- 6.1 As per General Conditions.

### Article 7: Obligations of the Contractor

- 7.1 As per General Conditions.

### Article 13: Medical, Insurance and Security Arrangements

- 13.1 As per General Conditions.

### Article 14: Intellectual and Industrial Property Rights

- 14.1 No Intellectual Property Rights shall be granted to the contractor.

### Article 15: Scope of the Services

- 15.1 The scope of the services is defined in Section 4 (Terms of Reference).

### Article 16: Personnel and Equipment

- 16.1 As per General Conditions.

### Article 18: Execution of the Contract

- 18.1 Date of contract shall be one month after the award of this tender.

- 18.2** During this period contractor must ensure all required Technical Specifications as listed in Section 4 are in place and ready for use by the Malta Gaming Authority.

### **Article 19: Delays in Execution**

- 19.1** If the Contractor does not perform the services within the period of execution specified in the contract, the Malta Gaming Authority shall, without formal notice and without prejudice to its other remedies under the contract, be entitled to liquidated damages of €25 for every day, or part thereof, which shall elapse between the end of the period of execution specified in the contract and the actual end of the period of execution.

### **Article 20: Amendment of the Contract**

- 20.1** As per General Conditions.

### **Article 26: Payments and Interest on Late Payment**

- 26.1** This is a fee-based contract.

The Malta Gaming Authority shall pay the contractor in accordance with the provisions of Articles 28 to 33 of the General Conditions:

### **Article 27: Pre-Financing Guarantee**

- 27.1** Not applicable.

### **Article 39: Further Additional Clauses**

- 39.1** The successful contractor cannot, directly or indirectly, sub contract or hand-over any part of this contract without the written permission granted by the Authority.

The successful contractor shall ensure that the rates quoted are inclusive of VAT, all wages, material, fuel, equipment and all other expenses and taxes, including utilities, necessary to perform the contracted services to the required standard. The Authority shall not effect payments other than those quoted in the contractor's original offer unless such payments are due for additional services not within the purview of this contract.

The successful contractor shall provide all materials and equipment (as approved by the Authority) to carry out the services at his/her expense. It is expected that in inclement weather, the documents are transported in such a way that they do not get wet.

The successful contractor shall provide all the personnel possessing the necessary skills and attitude to perform the service to the required standard and as approved by the Authority.

The successful contractor shall carry out the services forming the subject of this contract in a manner that shall not cause inconvenience.

Should the contractor anticipate at any time during the execution of the contract that his/her employees will be unable to provide the services within the stipulated time, he/she must at once give notice accordingly, in writing to the contact person designated by the Authority explaining the cause of such delay.

The contractor shall at all times deploy suitably trained personnel/substitutes. The Authority shall have the right to request the contractor to redeploy and replace any person representing the contractor.

The Authority is bound by confidentiality and professional secrecy with respect to all correspondence and documents submitted to it by its applicants and, or licensees. The contractor shall be held responsible for any breach of such confidentiality or professional secrecy connected with the services provided by the

contractor under this contract.

The contractor shall at all times maintain the standard of work to be carried out as specified in the Terms of Reference of this Tender Document to the satisfaction of the Authority. The contractor shall therefore abide by any recommendations and instructions given by the Authority and which are aimed at improving the required standard.

The contractor shall at all times be held responsible for the goods being stored by the contractor. The contractor shall thus be held responsible for any damages (including damages to third parties) incurred by the Authority due to loss and, or damage to the goods for which the contractor is responsible in terms of this contract during storage. All costs, including legal costs, incurred by the Authority in this regard are to be borne by the contractor.

Following acceptance by the MGA of an offer made by a tenderer and subsequent conclusion of the contract, the contract shall be deemed abandoned if the contractor shall fail to commence the provision of services following three (3) requests in writing by the Authority. Abandonment of the contract by the contractor shall render the contractor responsible for any damages (including damages to third parties) incurred by the Authority due to such abandonment.

The acceptance of an offer under this contract shall not debar the Authority from the right to procure similar services from any other source if and whenever this is considered necessary.

## SECTION 4 – TECHNICAL SPECIFICATIONS/TERMS OF REFERENCE <sup>(Note 3)</sup>

# Terms of Reference

**Note:**

Where in this tender document a standard is quoted, it is to be understood that the Contracting Authority will accept equivalent standards. However, it will be the responsibility of the respective bidders to prove that the standards they quoted are equivalent to the standards requested by the Contracting Authority.

### **1. Background Information**

#### **1.1 - Beneficiary Country**

Malta

#### **1.2 - Central Government Authority**

Department of Contracts

#### **1.3 - Contracting Authority**

Malta Gaming Authority

#### **1.4 - Technical Specifications Required**

- g) Garage or storage space to be used for storage purposes;
- h) The minimum capacity of the garage/storage space is approximately 80sqm with a minimum height of 3m. (This is equivalent to a four car garage);
- i) An entrance of 5m height is required if garage/storage is not at street level;
- j) Must have a humidity control system;
- k) Must be armed with an alarm system;
- l) Must have a CCTV;
- m) Garage door to be mechanical and have a minimum dimensions of 3.5m by 2.7m in height;
- n) Garage must be fully finished including concrete floors, painted walls and water and electricity supply;
- o) Tenderers are to ensure the proposed garage/storage area has the necessary MEPA permit for commercial building;
- p) Garage/storage space should be accessible by the Authority 24 hours all year round.

### **2. Contract Objectives and Expected Results**

#### **2.1 - Overall Objectives**

The overall objective of the project of which this contract will be a part is as follows:

- Malta Gaming Authority is seeking successful bidders for a 3 year lease of garage/storage space to be used as a storage area.

#### **2.2 - Commencement Date & Period of Execution**

The intended commencement date is one month after award of contract and the period of execution of the contract will be 36 months from this date.

## SECTION 5 – SUPPLEMENTARY DOCUMENTATION

**5.1 – Draft Contract Form**

**5.2 – Glossary**

**5.3 – Specimen Performance Guarantee**

**5.4 – Specimen Tender Guarantee (Bid Bond) – where applicable**

**5.5 – Specimen Pre-Financing Guarantee – where applicable**

**5.6 – Specimen Retention Guarantee – where applicable**

These are available to view and download from:

[www.etenders.gov.mt](http://www.etenders.gov.mt)

**5.7 – General Conditions of Contract**

The full set of General Conditions for Works Contracts (Version 1.05 dated 20 January 2015), for Supplies Contracts (Version 1.05 dated 20 January 2015) and for Services Contracts (Version 1.06 dated 20 January 2015) can be viewed/downloaded from:

[www.etenders.gov.mt](http://www.etenders.gov.mt)

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

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

