

## **COVER SHEET**

**TENDER: FIRE ACTION PLAN AND TRAINING SERVICES**

**REFERENCE: MRA / 2/ 2004**

**CLOSING DATE: 15<sup>th</sup> June (10.00 am) 2010**

**MALTA RESOURCES AUTHORITY  
MILLENNIA BUILDINGS  
ALDO MORO ROAD  
MARSA MRS 9065  
MALTA**

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## 1.0 INTRODUCTION

The Malta Resources Authority intends to appoint suitably experienced and qualified consultants to:

- (i) draw up a fire action plan and emergency evacuation plans (display signs) for its offices;
- (ii) train its employees in emergency evacuation procedures;
- (iii) plan, co-ordinate, manage and execute a fire drill for MRA employees at MRA offices;
- (iv) assess employees response to the fire drill and emergency situations and propose and develop improvements as necessary.

Potential tenderers are invited to submit quotations for the provision of the services indicated in the attached Schedule, in accordance with the terms and conditions laid out in this document.

## 2.0 BACKGROUND INFORMATION

### 2.1 *Response Guidelines*

To optimize the results of this call for tenders, the tenderer's response must comply with the following guidelines:

- The tenderer's response document should provide a straightforward, concise description of the tenderer's ability to satisfy the requirements set out in this document. Elaborate bindings, coloured displays, promotional materials, etc. are not necessary. Detailed technical specification literature is required.
- All documentation must be in English.
- Proposals are to be dropped in the tender box at the Malta Resources Authority, Marsa.  
  
The package should be clearly marked with the reference shown on the cover sheet.
- The tenderer must designate one *business spokesperson* that can answer questions on general items, pricing and terms, and one *technical spokesperson* that can provide technical clarification to the Authority, if required.
- The tenderer should provide both telephone and fax numbers for timely communications.
- The deadline for accepting the tenderer's proposal is 10:00 hrs on the date shown on the cover sheet. Late submissions will not be evaluated. All quotations will be considered final as submitted. No further changes will be permitted.

At the time of contract award to the successful tenderer by the Authority, and if the contract value exceeds the sum of € 9,317, the tenderer must be prepared to place a bond in Euro with any commercial bank in Malta, representing 10% of the tenderer's quoted total contract amount. The total amount of the bond will be returned to the tenderer upon satisfactory completion of the contract.

### 2.2 *Goods and Services*

The tenderer must be willing to accept sole responsibility for the supply of the items and the provision of the services.

In the case where the tenderer offers items from third party suppliers, it is expected that the tenderer will act as a "central co-ordinator" between the Authority and the third-party suppliers.

### **2.3 Tenderer Selection Criteria**

The criteria to be used to evaluate the tenderer's proposal include, but are not limited to the following:

- The ability of the tenderer's proposal to meet the minimum requirements specifications.
- The price of the proposed items / services.
- Specifications and technical contents of the proposed offer above the minimum requirements.
- Tenderer's viability and local support capability.
- Delivery period.

### **2.4 Evaluation Method**

It is the intention of the Authority to make the selection of tenderer/s as fair, objective and efficient as possible. The evaluation teams will be adopting the approach outlined below to achieve this objective.

- Review all quotations to ensure that the minimum technical requirements are met. Any submission which fails to meet the defined minimum requirements will be disqualified.
- Evaluate the proposed products and services that are above the minimum requirements. The evaluation procedure adopted is based on the weighting of all requirements and scoring the tenderer's responses appropriately.

### **2.5 Right for Non-Selection**

The Authority may, at its discretion, decide not to select any item or service, and to postpone any or part of the acquisition to some future date or indefinitely.

The Authority reserves the right **not** to select any item at the conclusion of this tender process for any reason whatsoever, and with no liability to it on the tenderers involved.

## **3.0 REQUIREMENTS**

### **3.1 Specifications and Terms of Reference**

- 3.1.1 This section outlines the specifications and terms of reference for the provision of consultancy services in fire evacuation planning and training to the Authority.
- 3.1.2 Tenderers shall quote the expected period of commencement and the duration for execution of the contract.
- 3.1.3 The quantities shown in the Schedule of Quantities are indicative and may be varied. Moreover the Authority reserves the right not to order the entire quantities shown and by doing so will not be held liable to any damages or other costs whatsoever.
- 3.1.4 Tenderers shall submit, together with their offer, all necessary literature and technical specifications to enable a comprehensive evaluation of the services being offered.

- 3.1.5 Tenderers shall complete the Schedule of Quantities with all the information requested in the appropriate space provided.
- 3.1.6 Occupational Health and Safety. The selected tenderer shall assume full responsibility and accountability regarding the health and safety of his employees and any sub-contractors including any third parties involved in the execution of the project.
- 3.1.7 The provision of the services as outlined in these specifications and conditions shall also be subject to the:
- (i) General Conditions of Contract for the Execution of Works in Malta
  - (ii) Additional Conditions for the Supply of Material and Other Articles”
  - (iii) Conditions Governing Employment of Labour in connection with Authority Contracts
- in so far as they remain consistent with the above.

### **3.2 Terms of Reference**

The Malta Resources Authority has its head offices at Millennia (2<sup>nd</sup> Floor), Aldo Moro Road, Marsa. It employs a workforce of approximately 55 employees. In addition the Authority also receives visits from the general public in connection with various services provided.

The main objective of the tender is the development of a fire action plan for MRA offices and the training of MRA employees on the fire action plan.

The contractor is required to:

1. assess current fire risks at the offices and premises where the offices are located;
2. develop emergency evacuation plans and procedures;
3. familiarise and train MRA employees in the emergency evacuation procedures;
4. plan, coordinate and execute a fire drill to test the fire action plan and emergency evacuation procedures proposed;
5. identify any weakness in emergency communication procedures and systems as well as employees response to evacuation procedures;
6. propose and develop appropriate amendments to fire action plan and emergency evacuation procedures to address any weaknesses identified in the fire drill;
7. propose any additional measures necessary for effective evacuation in the event of fire or other emergencies.

The contractor is required to provide the following deliverables:

1. A report describing the Fire Action Plan and the supply, delivery and installation of display signs showing Emergency Evacuation Plans which will be installed in appropriate locations in the offices and within circulation areas as necessary;
2. A training programme for MRA employees on the fire action plan;
3. Planning, coordination and execution of an emergency evacuation drill at MRA offices and reporting on the results of the emergency evacuation drill and including:
  - a. recommendations and amendments to the Fire Action Plan as necessary;

- b. any additional training necessary to employees following any amendments to the Fire Action Plan.

### **3.1.1. Fire Action Plan**

The Fire Action Plan shall include, but not necessarily be limited to:

1. organisation and control details including assigned responsibilities for selected employees with specific duties;
2. evacuation procedures for employees;
3. evacuation procedures for alerting guests and visitors;
4. special provisions for evacuation assistance to disabled or sensory-impaired people;
5. the frequency of training of employees and evacuation drills,
6. log-book of the training that is provided to employees
7. any other provisions required by law in relation to fire safety.

The contractor shall supply, deliver and install Emergency Evacuation Plans (display signs) of at least A3 size.

The Emergency Evacuation Plans shall be prepared and installed in appropriate locations in the offices and the circulation areas to ensure adequate signage of evacuation routes of the premises. The plans shall include but not necessarily be limited to:

1. summary of the evacuation procedure
2. location of fire extinguishers;
3. clear indication of exit routes, exit locations and emergency gathering areas;
4. any other information considered necessary.

Tenderers are required to submit a sample of the emergency evacuation plan (display sign) that is being proposed to be displayed installed at MRA offices.

### **3.1.2. Training Programme**

The contractor shall carry out a training programme consisting in:

- (i) a basic course on "Fire Safety" to MRA employees;
- (ii) an advanced course on "Specific Duties and Responsibilities in Emergency Evacuation" to a selected number of employees who may be nominated to carry out duties as fire wardens.

The basic course in "Fire Safety" given to all employees is required to include, but not necessarily be limited to, the following topics:

1. Fire risk assessment and fire safety policies;
2. What to do on discovering a fire;
3. How to raise the alarm, including the locations of fire alarm call points (break glass points);
4. Action to take upon hearing the fire alarm;
5. Evacuation procedures for alerting guests and visitors including, where appropriate, directing them to exits and assembly points at a place of total safety;
6. The location and , where appropriate, the correct use of portable fire extinguishers and fire-fighting equipment;
7. Knowledge of escape routes including stairways and especially those not in regular use;
8. How to open all emergency exit doors;

9. The appreciation of the importance of fire doors, keeping them closed and not wedged open to prevent the spread of smoke and heat, keeping escape routes unobstructed;
10. Where appropriate, isolating electrical power supplies and stopping machines and processes;
11. The reasons for not using lifts (except those specifically constructed as evacuation lifts);
12. General fire precautions, fire awareness and good housekeeping practices;
13. No smoking policy;
14. any other training requirements by law in relation to fire safety.

The advanced course in “Specific Duties and Responsibilities in Emergency Evacuation” shall be given to a small number of nominated employees who may be nominated to carry out duties of fire wardens. This course shall include but not necessarily be limited to training in the following topics:

1. Ensuring visitors have sufficient information on procedures in the event of an emergency evacuation, registration of visitors at assembly points, etc
2. Special provisions for assisting disabled people and any training needed;
3. Induction training to new employees;
4. Arrangements for calling the fire and rescue service;
5. Identifying fire hazards and fire incidents reporting procedures; and
6. Equipment fault reporting procedures
7. Any other training requirements by law in relation to fire safety.

The training courses shall be delivered by competent persons.

In submitting their tender offer tenderers are required to indicate and provide:

1. detailed CV including experience and qualifications of the persons being proposed to deliver the training programme;
2. the amount of hours to be provided to each employee for the basic course in fire safety and including full details of the contents of the basic course that is being proposed;
3. the amount of hours to provided to selected employees (maximum 5) nominated as fire wardens on the specific duties as detailed above and including full details of the contents of the advanced course that is being proposed.

### **3.1.3. Emergency evacuation drill**

The contractor shall plan, organize and coordinate an emergency evacuation drill. This drill shall be carried out following submission and approval by the Authority of the Fire Action Plan, the installation of emergency evacuation plans, and execution of the training programme. The drill shall be carried out under simulated emergency conditions and be coordinated with third parties occupying the building and the Civil Protection Department.

The contractor shall be responsible for:

1. the entire planning and coordination of the exercise, its monitoring and reporting of any deficiencies and weaknesses.
2. coordination of the exercise with other tenants and the landlord of the premises occupied by the MRA and with the Civil Protection Department and any other relevant agencies or authorities as appropriate.
3. Monitoring and recording the fire drill results,
4. Identifying and reporting any deficiencies and weaknesses in the drill
5. Proposing any amendments to Fire Action Plan.

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## 4.0 CONDITIONS

- 4.1 The attached:
- (i) "General Conditions of Contract for the Execution of Works in Malta"
  - (ii) "Additional Conditions of Contract for the Supply of Material and Other Articles"
  - (iii) "Conditions Governing Employment of Labour in connection with Authority Contracts"

in so far as they remain consistent with the above shall also apply.

### Pricing

- 4.2 Local tenderers, including the accredited local agents of overseas firms are required to quote prices covering the total cost delivered to store/site inclusive of Customs import duty, VAT and ECO tax. Moreover, the successful bidder shall be bound to conform in all respects with VAT legislation and regulations. Overseas tenderers who have no local agent may quote only on CFR Malta terms. Offers on FOB or EXW terms will **not** be considered.
- 4.3 Offers will only be considered if submitted in Euro.

### Quality Assurance

- 4.4 Preferably suppliers should have in operation at their manufacturing facilities a quality assurance system in accordance with ISO 9001:2000 or equivalent, with certification for both design and manufacture functions. If this is the case, manufacturers are to submit certifications in this regard, from accredited inspectors with the tender documents. Tenderers may be exempted from the requirement to have ISO 9000 certification, provided that at the tendering stage, they submit details of the manufacturing process used and their quality assurance system - which processes / system can be monitored on site by Authority officials or Authority appointed inspectors.
- 4.5 The Malta Resources Authority reserves the right to conduct contractors' /suppliers' quality systems audits during the duration of the contract.

### Arbitration

- 4.7 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 reference in the attached Additional Conditions to other arbitration procedures shall not apply.

### Right of Recourse

- 4.8 Tenderers are to note that the award of this contract is subject to the right of recourse as set forth in Legal Notice 177/2005 (Public Contracts Regulations, 2005).

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## Payment

- 4.9 The Authority may insist that payment will be made to the Contractor by the Authority 90 days from Bill of Lading/Airway Bill date where offers are made on CFR basis, provided that goods are found to correspond to our order or within 90 days after delivery of goods to MRA offices where offers are made on delivered to offices basis, again provided that the goods are found to correspond to our order. Payment will be subject to any deduction to which the Contractor may become liable under the Contract. In case of service or works contracts, the Authority may insist that payment will be made within 90 days from rendering of service or works carried out and provision of certification and documentation to the satisfaction of the Chief Executive or his representative.

In breach of this time limit a contractor would become entitled to the payment of interest at 2% over the rate of interest established by Central Bank of Malta for the particular period.

## Award Notification

- 4.10 Tenders are opened and scheduled in public by the Authority officials within the Authority and the names of the bidders are published. Once the recommendations made by the Adjudication Team are accepted, the awardee's name shall be published by the Authority in due course.

## Interpretation or Correction of Tender Documents

- 4.11 Tenderers shall promptly notify the Chief Executive of the Authority of any ambiguity in or discrepancy between any of the Tender documents which they may discover upon examination of the Tender documents.

Tenderers requiring clarification or interpretations of the Tender Documents shall make a written request that shall reach the Chief Executive at least eight (8) days prior to the date of receipt of Tenders. Any request after this date will not be accepted.

Any interpretations, corrections or changes to the Tender Documents by the Chief Executive of the Authority will be made by an official addendum. Interpretations, corrections or changes made in any other manner will not be valid, and Tenderers shall not rely upon such interpretations corrections and changes.

## Declaration of Conformity

- 4.12 Tenderers are required to declare whether their offer is fully compliant or otherwise with the published specifications and conditions as laid out in this document. Any deviations are to be pointed out and listed in the appropriate form attached.

## Qualitative Selection Criteria

- 4.13 Tenderers are to submit statements relating to the current status of their organisation in terms of Article 49 of the Public Contracts Regulations 2005. In this connection tenderers must complete the form **ARTICLE 49 DECLARATION** annexed to this document.

## Tender preparation costs

- 4.14 Applicants shall bear all costs associated with the preparation and submission of the tender documents. The Authority shall not reimburse any fee associated with the preparation of tender documents in the event that any or all offer/s is/are rejected.

## 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 'Authority' shall mean the Malta Resources Authority;
  - b) the word 'Inspector' shall mean the engineer or other person or persons appointed by Authority to inspect the work when the Authority decides to have inspection;
  - c) the word 'Chief Executive' shall mean the Chief Executive of the Malta Resources Authority - by whom or on whose behalf the tender is being issued - and shall include any officer in that Authority duly authorised by him;
  - d) the word 'Contractor' shall mean any person or persons whose tender for the work referred to shall be accepted by the Authority;
  - e) 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 contracts works;
  - f) the word 'Malta' shall have the meaning assigned to it by section 126 of the Constitution;
  - g) 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 Authority 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 Authority 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 Authority 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 Chief Executive shall have certified in writing that the claim is reasonable and proper.
5. (i) Subject to what is stated at para 3 above, the Chief Executive 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 if for any other reason it shall in his opinion be desirable, shall have the 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;

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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 Chief Executive. 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 Chief Executive 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 Chief Executive 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 Chief Executive any verbal order, and such confirmation shall not be contradicted in writing by the Chief Executive, it shall be deemed to be an order in writing by the Chief Executive.

6. The Authority 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 Authority and the contractor. In the event of disagreement, the Authority 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 Chief Executive of his intention to claim extra payment, or  
(ii) by the Chief Executive to the contractor of Authority'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 Authority 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 Chief Executive 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 Chief Executive'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 Chief Executive 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

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the contract, and shall not be relieved from such responsibility by any approval which may have been given by the Inspector or the Chief Executive.

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 Chief Executive shall require.
13. The Inspector or the Chief Executive 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 Chief Executive explaining the cause of the 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 the 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 Authority until such drawings, tracings, descriptions or other literature have been furnished to the satisfaction of the Inspector or the Chief Executive.
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 Authority 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 Authority.
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 Chief Executive.
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 Authority 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 Chief Executive. 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 of € 5 per diem up to the day on which the work is delivered. Provided that the Authority 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 insofar 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 due date of delivery of the materials to site, resumes supplies of such materials as provided for in these conditions, the Authority without prejudice to its rights under Clause 21, 23 and 24 hereof, shall

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- be entitled to hold the contractor responsible for damages incurred by the Authority as a result of the delays referred to in these conditions.
22. In the event of any difference of opinion arising between the Chief Executive 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 Chief Executive 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 to him by the Chief Executive or in any other respect act contrary to the terms of the contract, then the Authority 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 Chief Executive which valuation after being approved by the Authority 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 Authority, or the Authority 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 Authority may have to pay for similar work provided in lieu of such portion as may not have been so delivered) which the Authority 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 Chief Executive.
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 fall 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 Authority 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 Chief Executive shall direct. The contractor shall further fulfill all the obligations imposed by Article 19 of the Code of Police Laws.

27. It shall be lawful for the Chief Executive to reject without the necessity of prior legal proceedings any consignment or 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 Chief Executive.
28. Without prejudice to the Authority's right to dissolve 'ipso jure' the contract in the case of infringement of any condition thereunder 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% of the value of contract or the sum of Lm10, whichever is the greater unless the Authority elects, with regard to each particular infringement, but not necessarily with regard to all infringements to claim actual damages incurred.
29. The Authority is not bound to accept the lowest or any tender and shall not give reasons for the acceptance or rejection of a particular tender.
30. The Authority 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, (fifteen 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 Authority 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 a 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 Authority 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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## ADDITIONAL CONDITIONS OF CONTRACT FOR THE SUPPLY OF MATERIALS AND OTHER ARTICLES

1. In these conditions and in any specifications or special conditions annexed hereto:
  - a) the word 'Authority' shall mean the Malta Resources Authority;
  - b) the word 'Inspector' shall mean the engineer or other person or persons appointed by the Authority to inspect the work when the Authority decides to have inspection;
  - c) the word 'Chief Executive' shall mean the Chief Executive of the Authority - by whom or on whose behalf the tender is being issued;
  - d) the word 'Contractor' shall mean any person or persons whose tender for the work referred to shall be accepted by the Authority;
  - e) the word 'Work' shall mean articles of every description and materials of every kind in every stage of their preparation;
  - f) the word 'Malta' shall have the meaning assigned to it by Section 126 of the Constitution.
  
2. Local tenderers, including the accredited local agents of overseas firms, are required to quote prices covering the total cost delivered to store/site inclusive of customs import duty, Value Added Tax, and levy, if any. Overseas tenderers who have no local agent are required to quote C&F prices on liner terms. All local and overseas tenderers, including the accredited agents of overseas firms, shall have the option of quoting either in Euro, Pounds Sterling or US Dollars. Quotations in other currencies may be considered.  
  

Clause 2 (a) When local tenderers opt to quote in foreign currency they would, when submitting their offer, specify whether they should prefer to be paid either at the rate of exchange ruling on date of delivery or against presentation of the necessary documentary evidence from their bank showing the date and rate at which they transferred monies in respect of the relative contracts to their principals abroad. If tenderers fail to specify their preference beforehand, payment would then be made at the rate of exchange obtaining on delivery date,
  
3. The contractor shall indemnify the Authority against all claims at any time on account of patent rights of royalties, whether for manufacture or for use in Malta. In the event of any claims being made against the Authority 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.
  
4. The Authority 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.
  
5. 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 Chief Executive shall have certified in writing that the claim is reasonable and proper.
  
6. The Chief Executive shall have power to order reasonable additions to, or deductions from, the work, measurements, quantities or weights specified, and such additions or deductions shall be allowed for at the contract rates. Such variations shall be sent in the form of written orders to the contractor.
  
7. In the event of additions being made, the Authority may, if it thinks it necessary, extend the time for delivery for such period as it may consider reasonable and proper. The contractor shall be informed in writing of any such extension.

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- 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 Chief Executive 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 fittings, notwithstanding any omission or Inconsistency in the contract drawings and specifications.
  - 10 Before proceeding to execute any work the contractor shall obtain the Inspector's or the Chief Executive'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 Chief Executive 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 use by him for the fulfillment of the contract, and shall not be relieved from such responsibility by any approval which may have been given by the Inspector or the Chief Executive.
  - 12 The materials and fillings 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 Chief Executive shall require.
  - 13 Inspector or the Chief Executive may adopt any means he may think fit to satisfy himself that the materials specified are actually used, and he shall have the 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, 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 Chief Executive explaining the cause of the 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 the receipt of the said letter.
  - 16 Any drawings, tracings or descriptions 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 Authority until such drawings, tracings or descriptions have been furnished to the satisfaction of the Inspector or the Chief Executive.
  - 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 Authority 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 Authority.
  - 18 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.
  - 19 Payment will be made by the Authority in accordance with the terms of the Bond (Bank Guarantee) referred to at Clause 31, and within a reasonable time after delivery in Malta to the satisfaction of the Chief Executive. Payment will be subject to any deductions to which the contractor may have become liable under this contract.

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- 20 a) The work shall be delivered to store or site of works, at Malta, all charges paid, including customs import duty, insurance, Value Added Tax and levy, if any. The contractor shall be responsible for all damages or loss in transit from the contractor's works to the store or site of works at Malta, and shall replace, free of cost, all materials that may be broken, damaged or lost in transit as aforesaid.
- b) Delivery to site or store shall not apply in the case of overseas tenderers referred to in condition (2) above.
- c) Customs Import duty and levy, if any, shall NOT be refunded.
- 21 Failure to deliver within the contract time shall, in addition to any other liabilities incurred by the contractor under this contract, render the contractor liable by way of penalty to a deduction from the contract sum of 1% per week on the value of any work which may be in arrear, unless the Chief Executive is of opinion that such delay has arisen from causes which were unavoidable and could not be foreseen or overcome by the contractor, in which case the Authority shall decide the extent, if any, to which deduction shall be remitted. Delays in the supply of materials to the contractor will not be admitted as a ground for the remission of deductions, except in so far as they may have arisen from strikes or other causes which could not be foreseen or overcome by the manufacturers or vendors of such materials. Provided that in the latter event, and unless the contractor within six (6) weeks, from the due date of delivery, resumes supplies as provided for in these conditions, Authority without prejudice to its rights under condition 22 and 23 hereof, shall be entitled to hold the contractor responsible for damages incurred by Authority as a result of the delays referred to in this condition.
- 22 Should the contractor fail to effect delivery in whole or in part, within one (1) month from the expiration of the period stipulated in the contract without the previous permission of the Authority the contract shall be deemed to have been abandoned in which case the contractor shall be liable to pay a penalty of 10% of the value of the undelivered goods calculated on the basis of the contract sum in addition to any compensation which may be due of damages.
- 23 Late delivery or failure to effect delivery shall at any time entitle the Authority to dissolve "ipso jure" the contract and, in case of such dissolution, the liquidated damages which shall never exceed the full value of the contract shall be computed up to the date of the communication to the contractor of the Authority's decision to terminate the contract.
- 24 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 fall 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 with the stipulated period, the Authority may consider the refund of any penalties to the contractor may have incurred for slow monthly progress.
- 25 It shall be lawful for the Chief Executive to reject without the necessity of prior legal proceedings any consignment or part thereof, which in his opinion does not possess the qualities required under the contract and to obtain it elsewhere, at any price, and on contractor's account, should the latter fail to replace the articles rejected within the time allowed for the purpose by the Chief Executive.

- 26 The name and address of the manufacturer and the country where the goods will be manufactured shall be furnished. Failure to give this information may involve non- consideration of the tender. Full specifications of the product offered shall be submitted.
- 27 Without prejudice to the Authority's right to dissolve "ipso jure" the contract in the case of infringement of any condition thereunder 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% of the value of contract or the sum of €23.29, whichever is the greater, unless the Authority elects, with regard to each particular infringement, but not necessarily with regard to all infringements, to claim actual damages incurred.
- 28 The Authority is not bound to accept the lowest or any tender and shall not give reasons for the acceptance or rejection of a particular tender.
- 29 The Authority reserves the right of accepting any tender wholly or in part, or of dividing the contract among two or more tenderers.
- 30 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.
- 31 The contractor shall within 7 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 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.
- 32 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 agreement or condition to the contrary, in case of any disagreement or claims, the Maltese Courts shall have exclusive jurisdiction to hear and decide on the merits of the matter in dispute.
- 33 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 a body, 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 Authority against any failure on the part of such body to comply with any of the conditions of the tender.

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## **CONDITIONS GOVERNING THE EMPLOYMENT OF LABOUR IN CONNECTION WITH AUTHORITY CONTRACTS**

1. The following conditions shall apply to all contracts entered into by the Authority, 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 €1,165 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 for negotiation between employers and workers representatives respectively of 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 Authority 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 showing the wages paid 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 wage books and time sheets for the inspection of any person authorised by the Chief Executive or by the Head of the Department of Labour and Emigration.
6. The contractor shall also, when required to do so furnish to the Authority or to the Department of Labour and Emigration such further detailed information and evidence as the Chief Executive may deem necessary in order to be satisfied that these conditions have been complied with.
7. 1) A contractor shall not be entitled to payment 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: -
  - i) the rates of wages and hours of labour of the various classes of workmen employed in the execution of the contract,
  - ii) whether any wages in respect of the said work and labour remain in arrears; and
  - iii) 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 Authority contracts for such period as the Authority may determine.
10. Contractors shall recognise the freedom of their workers to be members of the 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 Authority, therefore, to any person or persons whomsoever, without the written consent of the Authority.
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 €1,165 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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**TENDER**  
(For the supply of Materials and Other Articles)

With reference to Notice No. \_\_\_\_\_ published by the Malta Resources Authority on the \_\_\_\_\_ in terms of the conditions therein mentioned and those thereto attached.

I/WE (name of individual or firm) \_\_\_\_\_  
making the tender to be entered in block letters) offer to:

- i. Supply and deliver to store or site of works in Malta, \*
- ii. Erect complete, hand over in working order and thereafter maintain, as directed by the Chief Executive, all charges paid including customs import duty, Value Added Tax and levy, if any, the articles enumerated on the attached schedule at the prices stated on same.

2. I/WE further offer to undertake to perform the above within \_\_\_\_\_ (period to be stated by tenderer) from the date of receipt of the Letter of Acceptance of my/our tender.

3. I/WE undertake that this tender shall not be retracted or withdrawn for a period of THREE calendar months from the date of expiration of the period fixed for its delivery, inclusively, but shall remain binding and may be accepted by the Authority at any time during the said period of THREE calendar months even by a verbal communication of the acceptance.

4. Should the above tender be accepted, I/WE undertake to provide within the stipulated period (7 days for local tenders, 15 days for overseas tenders), computed from the date of the Letter of Acceptance, the Approved Bank Guarantee by a local Bank as detailed in Clause 31 of the General Conditions of contract to the extent of TEN per centum (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 orders in terms of Clause 6 of the General Conditions of Contract, then the amount of this guarantee shall, if so required, be adjusted proportionately by the Bank concerned. <sup>(1)</sup>

Signature \_\_\_\_\_ <sup>(2)</sup>

Date of Registration \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_ Tel no \_\_\_\_\_ Age: \_\_\_\_\_

\* Delete where not applicable.

(1) Applicable to tenders for contracts exceeding € 9,317 in value.

(2) In case of tenders from a company partnership, the name of the Company and the date of registration in conformity with the Commercial Partnership Ordinance (Ord. X of 1962) or analogous legislation of the country where the Company is registered is to be indicated, and the person signing the tender should be and is considered to be duly authorised to act on behalf of the Company or Partnership for all purposes relating the tender.

**SCHEDULE OF QUANTITIES**

**Tender**

Item	Description	Unit	Quantity	Rate - € (inclusive of VAT)	Total cost delivered and installed - € (inclusive of VAT)
<b>1</b>	<b><i>Fire Action Plan</i></b>				
1.1	Fire Action Plan as specified	No.	1		
1.2	Supply and delivery of emergency evacuation plans and installation of same in offices and circulation areas	No.	10		
<b>2</b>	<b><i>Training programme</i></b>				
2.1	Basic training course on fire safety to all employees	per employee	55		
2.2	Advanced training course to nominated fire wardens	per employee	5		
<b>3</b>	<b><i>Emergency Evacuation Drill</i></b>				
3.1	Planning, coordination and execution of an emergency evacuation drill at MRA offices and reporting on the results of the emergency evacuation drill and including:  (i) any recommendations and amendments to the Fire Action Plan as necessary;  (ii) any additional training necessary to employees following any amendments to the Fire Action Plan.	Lump sum	1		
	<b>TOTAL</b>				

NAME OF TENDERER \_\_\_\_\_

ADDRESS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TEL NO \_\_\_\_\_ FAX NO \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

COUNTRY OF ORIGIN \_\_\_\_\_

DELIVERY PERIOD \_\_\_\_\_

GUARANTEE PERIOD \_\_\_\_\_

VALIDITY OF OFFER \_\_\_\_\_

ACCEPTANCE OF STAGGERED ORDERS *(yes/no)* \_\_\_\_\_

TRADING LICENCE NO \* \_\_\_\_\_ VALID UP TO \_\_\_\_\_

\* Please attach a copy

VAT REGISTRATION NO \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

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**Article 49 Declaration**

**STATEMENT ON EXCLUDING CIRCUMSTANCES OF ARTICLE 49 OF PUBLIC CONTRACTS REGULATIONS 2005.**

**This declaration, duly completed, must be submitted by all tenderers and returned with the tender submission.**

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**Name of Tenderer:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please tick Yes or No as appropriate to the following statements relating to the current status of your organization:**

1. The tenderer is bankrupt or is being wound up; or whose affairs are being administered by the court, who has entered into arrangement with creditors or who has suspended business activities or who is in any analogous situation arising from a similar procedure under national law and regulations.

[YES] [NO]

2. The tenderer is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court for an arrangement with creditors or of any other similar proceedings under national laws or regulations.

[YES] [NO]

3. The tenderer has been convicted of an offence concerning professional conduct by a judgment which had the force of *res judicata* in accordance with the laws of Malta.

[YES] [NO]

4. The tenderer has been declared guilty of grave professional misconduct proven by any means which the contracting authorities can demonstrate.

[YES] [NO]

5. The tenderer has not fulfilled the obligations relating to the payment of social security contributions in accordance with the law of Malta or the country in which he is established.

[YES] [NO]

6. The tenderer has not fulfilled obligations relating to the payment of taxes in accordance with the legal provisions of Malta or the country in which he is established.

[YES] [NO]

7. The tenderer is guilty of serious misrepresentation in supplying the information required under these regulations or has not supplied such information.

[YES] [NO]

8. The tenderer is the subject of conviction by final judgment for one or more reasons listed below:

- (a) participation in a criminal organization, as defined in Article 2(1) of Council Joint Action 98/733/JHA;
- (b) corruption, as defined in Article 3 of the Council Act of 26 May 1997 and Article 3(1) of Council Joint Action 98/742/JHA respectively;
- (c) fraud within the meaning of Article 1 of the Convention relating to the protection of the financial interests of the European Communities;
- (d) money laundering, as defined in Article 1 of Council Directive 91/308/EEC of 10 June 1991 on prevention of the use of the financial system for the purpose of money laundering.

[YES]

[NO]

**I certify that the information provided above is accurate and complete to the best of my knowledge and belief. I understand that the provision of inaccurate or misleading information in this declaration may lead to my organization being excluded from participation in future tenders.**

**Tenderers who have been guilty of making false declarations will incur financial penalties representing 10% of the total value of the contract being awarded. The rate may increase to 20% in the event of a repeat offence within five years of the first infringement.**

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TEL:** \_\_\_\_\_

**DECLARATION OF CONFORMITY**

I hereby declare that our offer is fully compliant with all the specifications and conditions as laid out in the tender dossier with the exception of the non compliances listed below.

List of Non Compliances

(To include all clarifications, exceptions and deviations to any part of the specifications and conditions of the tender dossier, stating the specific part of the dossier where the non compliance arises. If there are no non compliances a NIL entry is to be submitted.)

Signature of Tenderer:

Date: